# General Terms and Conditions of Sale and Delivery

for Kamstrup Asia Pacific Sdn Bhd – 201901017980

**1.0 Definitions**

As used herein: (a) "Contract" means the contract between Seller and Buyer for the supply of Products in accordance with these General Terms and Conditions of Sale and Delivery, including Seller's quotation (if any) and the Accepted Order, but excluding any terms and conditions contained or referenced in Buyer's purchase order or in any other document issued by Buyer which are additional to or conflict with Seller's order confirmation; (b) "Buyer" means the party identified in the Accepted Order as purchasing the Products; (c) "Accepted Order" means a purchase order which has been subject to Seller's acceptance or order confirmation, or for which Seller has sent an invoice for the sale of Products to the Buyer; (d) "Seller" means Kamstrup Asia Pacific Sdn Bhd; and (e) "Products" means Kamstrup's meters ("Meters") and/or other products (e.g. antennas, other accessories and spare parts), and related services if any, sold by Seller to Buyer as identified in the Accepted Order.

**2.0 Price, Quotation and Acceptance**

2.1. All Seller's prices are respectively in Malaysian ringgit (MYR) for customers with a company registered in Malaysia and in EURO (EUR) for other customers from the APAC region (except for Malaysia) and unless otherwise specified and shall be exclusive of VAT or other sales taxes. Unless otherwise specified, Seller's prices do not include storage or services related to Products (e.g. installation, travel, consultation, evaluation or maintenance). If the MYR exchange rate towards EUR fluctuates by more than 10%, Kamstrup reserves the right to issue an invoice to the Buyer covering the full exchange rate fluctuation.

2.2. Seller shall not be liable for any misprints, erroneous calculations or any other errors in its quotations.

2.3. All quotations made by Seller are subject to acceptance within thirty (30) days of the quotation date. Seller reserves the right to withdraw any quotation not yet accepted at any time within the time stipulated for acceptance.

2.4. Order acceptances or confirmations by Seller must be in writing to be valid.

**3.0 Delivery, Shipments and Delay**

3.1. Delivery shall be "Delivered At Place" (DAP) (Incoterms® 2020).

3.2. Buyer acknowledges and agrees that lead times may vary according to supply availability, logistical constraints, manufacturing problems and other factors. Therefore, all dates of delivery set forth in an Accepted Order or communicated by Seller are estimates and nonbinding unless Seller has explicitly agreed in writing to a firm date. Seller will use commercially reasonable efforts to ship the Products by the estimated supply date set forth in the Accepted Order.

3.3. Seller reserves the right to deliver in instalments. Each instalment shall be invoiced and paid separately in accordance with the applicable payment terms, irrespective of subsequent deliveries.

3.4. Delays in the delivery of any shipment or instalment of Products shall not discharge Buyer's obligation to accept and pay for that or any other shipment or instalment.

3.5. Buyer shall be entitled to cancel the Contract for the relevant delivery if Seller fails to deliver the Products within thirty (30) days of receiving Buyer's demand notice issued after the delivery date has passed. If a firm delivery date was agreed, the 30-day period constitutes a grace period; otherwise, it serves as a long-stop date. Buyer shall have no other remedies for delayed delivery.

3.6. A handling fee of MYR 192.00/EUR 40.00 shall be charged in respect of all Accepted Orders below MYR 1680.00/ MYR 720.00/EUR 350.00.

3.7. If Buyer requests alteration or cancellation of customised Products:

3.7.1. More than 30 working days prior to date of dispatch: Seller will apply a fee of MYR 720.00/EUR 150.00 per request or 10% of the order value, whichever is higher.

3.7.2. 0-30 working days prior to date of dispatch: Alterations or cancellations are not permitted.

**4.0 Packaging**

4.1. All prices shall be exclusive of packaging.

4.2. Packaging debited to Buyer shall be credited if returned in undamaged condition, within fourteen (14) days of Buyer's receipt. Any extension of the deadline for returning packaging material shall be subject to Seller's written acceptance.

## 5.0 Terms of Payment

5.1. Unless otherwise stated in the quotation, order confirmation or invoice, the terms of payment shall be thirty (30) days net cash from the date of the invoice. Seller shall retain title in Products delivered until it has received payment in full.

5.2. In the event of overdue payment, interest shall accrue on the overdue amount at the lesser of two percent (2%) per commenced month and the maximum rate permitted by applicable law from the due date until the date of actual payment. Seller reserves the right to suspend its performance of any obligations under the Contract, including but not limited to delivery of Products, until such time as the overdue payment is made in full or security satisfactory to Seller has been provided.

5.3. Buyer may not set off any amounts without Seller's prior consent.

5.4. Without prejudice to any other rights it may have, Seller may terminate the Contract immediately: (a) if payment has not been received more than fourteen (14) days after the due date; or (b) if Buyer experiences a material adverse change in its financial condition, including insolvency, anticipated insolvency, commencement of any insolvency or bankruptcy proceedings (voluntary or involuntary), reorganization, liquidation, the appointment of a receiver, trustee, or assignee for the benefit of creditors, or any equivalent proceedings.

## 6.0 Claims

6.1. Buyer undertakes to inspect the Products delivered immediately on receipt to ensure:

6.1.1. that the number of items received is as agreed;

6.1.2. that the description on the packaging is as agreed; and

6.1.3. that no visible damage has been caused to the Products delivered and that the Products delivered are not defective in any way.

6.2. Buyer shall notify Seller (a) immediately if the number of items received is different from the number agreed, and (b) within seven (7) days of the receipt of the Products delivered if they do not conform with 6.1.2 or 6.1.3. Buyer shall also immediately notify the carrier of any damage in transit by making a corresponding note on the transport document. Buyer shall not be entitled to make claims at a later date in respect of any defects which could have been found by inspection in accordance with Clause 6.1.

6.3. Buyer waives any right it may have to reject or revoke acceptance of the Products after three (3) days following delivery, without prejudice to its right to notify defects under Clauses 6.1 and 6.2.

## 7.0 Sales And Product Information

7.1. Quotations, drawings, descriptive material and similar documents shall not be copied, reproduced or made available to any third party without the Seller's prior written consent.

7.2. Seller shall retain all intellectual property rights in quotations, drawings, descriptive material and similar documents submitted to Buyer prior to, during and after the conclusion or expiry of the Contract.

7.3. All representations or references on Seller's website, in sales brochures, technical data sheets and quotations as to size, weight, technical specifications, price and other details of the Products are approximate and non-binding on Seller unless expressly included in an Accepted Order. Such references do not constitute warranties.

## 8.0 Warranty

8.1. Products shall be covered by a 24-month warranty from the date of delivery unless an extended warranty has been agreed. The warranty shall cover any defects in workmanship or materials.

8.2. If any defect is found within the warranty period and duly notified to Seller, Buyer shall return the defective Products to Seller DDP Incoterms® 2020. Seller shall subsequently at its sole discretion either repair the Products returned, refund the price or deliver a replacement Product provided that the defects found in the Products are covered by the warranty. For clarity, dismantling, removal, re-installation, re-testing and recommissioning in connection with warranty claims are not included. Seller shall assume ownership of any parts replaced. The cost of returning Products repaired or replaced under the warranty shall be borne by Seller. However, if the defect resulted from any of the cases mentioned in Clause 8.4, Seller shall be entitled to charge its usual rates for repaired or replaced Products, plus a reasonable fee for work performed in investigating the claimed defect. In such a case, Buyer will bear the return costs in respect of the repaired or replaced Products. Any Product repaired or replaced under this warranty is covered only for the unexpired remainder of the original warranty period.

8.3. Buyer shall be entitled to terminate the Contract and demand crediting of the price of the defective Product if Seller fails to remedy a defect in accordance with Clause 8.2 within a reasonable period of time. Buyer shall not be entitled to any other remedies for breach of contract.

8.4. Seller warranties shall not apply in any of the following cases:

8.4.1. Products that are defective or damaged by negligence or accident or by other circumstances beyond Seller's reasonable control;

8.4.2. Products that have been improperly stored, commissioned, installed, used, repaired, maintained or altered by Buyer or a third party (including without limitation otherwise than in accordance with any instructions, manuals, specifications or other documentation provided by Seller, or in the absence of such documentation, generally accepted industry practice);

8.4.3. Products which have been used (a) with water which contains levels of foreign matter, including without limitation, dirt, sand, minerals, debris, deposits, biofilms, chemical substances or other impurities which interfere with or degrade the Product; or (b) in other unusual

environmental conditions (including submersion in dirt or water);

8.4.4. Products where any serial number or security seal has been interfered with;

8.4.5. normal wear and tear;

8.4.6. Products that are experimental, developmental, prototype, or pilot;

8.4.7. the discontinuation of network/communication services (including by loss of concession, dissolution, bankruptcy, or cessation of business), or the phase-out or replacement of the networks and/or communication technologies supporting the Products if such changes render the Product unable to function as represented at the time of entering into the Contract;

8.4.8. any disruption or degradation in Product performance due to vulnerabilities or deficiencies in networks to which the Product is connected; or any defect or damage arising directly or indirectly from cyber-related incidents, including without limitation hacking, malware, viruses, ransomware, data breaches, unauthorized access, or any other form of cyber-attack or digital interference (collectively, "Cyber-Related Incidents") or

8.4.9. Products which have been used after discovery of the defect.

8.5. The warranties expressly stated in these General Terms and Conditions of Sale and Delivery are exclusive and, to the fullest extent permitted by applicable law, all other warranties, whether express or implied, including any implied warranties of merchantability and fitness for purpose, are excluded.

## 9.0 Return of Goods

9.1. Products may only be returned within 30 days from the date of delivery after separate agreement with Seller and subject to the following terms:

9.1.1. Minimum sales value of returned Products: MYR 1680.00/EUR 350.00. Return is not accepted below this amount.

9.1.2. Configured Products cannot be returned.

9.1.3. Non-configured Products: a credit note shall be issued for 50% of the invoice amount.

9.1.4. Products that Seller has purchased from third parties specifically for Buyer cannot be returned.

## 10.0 Liability, Including Product Liability

10.1. The Malaysian rules of law in force at any time regarding product liability shall apply. Seller's liability shall be limited in accordance with the remainder of this clause to the greatest extent permitted under Malaysian law.

10.2. Notwithstanding any other provision in the Contract, Seller shall not be liable (whether such liability is based on contract, indemnity, warranty, tort or otherwise) for any operating loss, loss of use, loss of profits or revenues, loss of time, work stoppages, loss of data, loss of goodwill, losses caused by delays in deliveries (except where Seller has agreed in writing to a firm delivery date), losses incurred under contracts with third parties, or any indirect, incidental or consequential loss arising out of breach of contract.

10.3. Seller's total liability towards Buyer in respect of all losses or damages arising or in connection with this Contract whether in contract, tort (including negligence), breach of statutory duty, product liability or otherwise, shall be limited to the price of the Products mentioned in the Accepted Order.

10.4. Except as expressly stated otherwise in the Contract, the remedies set out in these General Terms and Conditions of Sale and Delivery are exclusive for the matters to which they apply.

10.5. The limitations of liability shall not apply in case of gross negligence, wilful misconduct, or personal injury.

## 11.0 Intellectual Property

11.1. Intellectual Property Rights means any rights, title and interest in patents, trademarks, service marks, trade and business names, (including also the Kamstrup logo, internet domain names, registered web addresses, web pages, website, and URLs,) rights in design, utility models, copyright, database rights, software, processes, methods, 'look and feel' (e.g. colour scheme or layout), know-how (including trade secrets and confidential information) and any other similar right (including all applications, rights to apply for, renew, extend, or claim priority) related to the Products and services delivered by Seller, in each case whether registered or unregistered, existing now or in the future worldwide ("Intellectual Property Rights").

11.2. Seller owns, or has the full right to use, register and sub-license the Intellectual Property Rights.

11.3. Except as otherwise set out in these General Terms and Conditions, Buyer has no rights in, or title to, or interest in the Intellectual Property Rights.

11.4. Buyer may use the Intellectual Property Rights solely in accordance with the terms of the Contract between Seller and Buyer.

11.5. Buyer shall not: (a) disassemble, decompile, or reverse engineer the Products; (b) do, omit to do or permit to be done, any act that will or may: weaken, damage or be detrimental to the Intellectual Property Rights and the reputation or goodwill associated with them or Seller; or that may invalidate or jeopardise any registration of the Intellectual Property Rights; (c) challenge Seller's rights to the Intellectual Property Rights; or (d) apply for or obtain any registration of the Intellectual Property Rights for any goods or services nor any trade or service mark which consists of, comprises, or is confusingly similar to, the Intellectual Property Rights.

11.6. If Buyer establishes or acquires by operation of law or otherwise any rights to the Intellectual Property Rights, or any part thereof, it hereby transfers and assigns such rights, to the extent transferable, to Seller (or to another member of the Kamstrup Group, as directed by Seller) free of charge. For non-transferable rights, Buyer grants Seller an exclusive, irrevocable, royalty-free, worldwide license to use, exploit, and sublicense such rights.

## 12.0 Product Compliance and Waste Management

12.1. Products are configured for use in the country in which they are delivered by Seller and according to specific requirements. If used elsewhere, they may not comply with applicable laws and regulations and may not function according to specifications. Seller assumes no liability for non-compliance and performance issues arising from such use. Buyer agrees to indemnify and hold Seller and its affiliates harmless from all liabilities, claims, damages, losses, penalties, costs and expenses (including reasonable attorney fees and legal costs) resulting from or arising in connection with any non-compliance with applicable laws, regulations, and standards required for the sale and use of the Products in a country other than where they are delivered.

12.2. In addition to complying with any local applicable law, Buyer must dispose of end-of-life Products in an environmentally correct way, either by returning upon appointment the Products to Seller or a Seller appointed third party or by handing them over to the nearest certified disposal facility. End-of-life Products can be returned to Seller free of charge. However, Buyer must arrange and pay the costs for transporting them (including the processing of hazardous goods, if necessary). If Buyer does not return the Products to Seller, Buyer is obliged to dispose of the Products at its own expense. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, losses, penalties, costs and expenses (including reasonable attorney fees and legal costs) resulting from or arising in connection with Buyer's failure to dispose of end-of-life Products in an environmentally compliant manner.

## 13.0 Reservations for Changes

13.1. Seller reserves the right, at any time, to alter, change, or modify the Products without notification to Buyer, provided that the alteration, change or modification does not adversely affect the price, quality or substantial function of the Products.

## 14.0 Force Majeure

14.1. Seller shall not be liable for any delay or non-performance of its obligations where such delay or non-performance is attributable to circumstances beyond Seller's control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, epidemics, natural disasters, extreme weather conditions, currency restrictions, Cyber-Related Incidents, import or export restrictions, breakdowns or disruptions in telecommunication, discontinuation of network/communication services (including by loss of concession, dissolution, bankruptcy, or cessation of business), or sunsets or replacements of networks and/or communication technologies, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a subsupplier's performance vis-à-vis Seller. If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the Contract.

14.2. If, between the date of Seller's quotation (or, if none, the order confirmation) and the date of Product delivery, there is an aggregate increase exceeding 10% in the Seller's cost of any raw material, component, transportation, duties, taxes, or any combination thereof (relative to the cost at the time of the quotation or, if none, the order confirmation) or if changes in laws, regulations, tariffs, or other governmental requirements result in such an increase, the full amount of such increased costs shall be automatically and unilaterally added to the price payable by Buyer. Seller reserves the right to adjust the price accordingly or require Buyer to pay these additional costs as a condition for delivery. Any delay in payment of such costs entitles Seller to suspend or cancel delivery without liability. Buyer assumes all risks associated with such cost increases, and Seller has no obligation to absorb or mitigate these costs..

## 15.0 Disputes

15.1. The parties shall seek to settle any dispute arising out of or in connection with the Contract, including disputes relating to the existence or validity of the Contract, through mediation administered by the Asian International Arbitration Centre (AIAC) in accordance with the AIAC Mediation Rules in force at the time the request for mediation was submitted. The mediation shall take place in Kuala Lumpur, Malaysia.

15.2. If the mediation has not resulted in a settlement within 45 days of the request for mediation having been submitted by either party, then the dispute shall be settled by arbitration administered by AIAC in accordance with the AIAC Arbitration Rules in force at the time when such proceedings are commenced. The arbitration shall take place in English and in Kuala Lumpur, Malaysia.

15.3. The laws of Malaysia, excluding any choice of law rules, shall govern the Contract and the settlement of disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

## 16.0 Export Control and Sanctions

16.1. Products may be subject to export controls and the delivery is conditional upon obtaining required export authorizations. If Seller informs Buyer that a Product is export-controlled, Buyer must comply with all applicable export control laws for any export.

16.2. Each Party represents and warrants that it is not subject to any sanctions or trade restrictions imposed by the United Nations (UN), the European Union (EU), the United States (US), or any other applicable jurisdiction. If either Party becomes subject to such sanctions or restrictions, preventing performance of the Contract, the other Party shall have the right to terminate the Contract immediately upon written notice, without liability or obligation for such termination.

16.3. Buyer shall not knowingly transfer, export, or re-export Products, directly or indirectly, to any country, entity or individual that is under sanctions or embargo by the UN, EU, US or any other relevant international regulatory body.

16.4. In compliance with Council Regulation (EU) No 833/2014 and Council Regulation (EU) No 765/2006, Buyer shall not sell, export, or re-export, directly or indirectly, any Products covered under Article 12g or Article 8g of these Regulations to the Russian Federation or Belarus, or for use therein. Buyer shall use best efforts to prevent any third parties downstream, including resellers, from circumventing these restrictions and shall maintain adequate monitoring mechanisms to ensure compliance.

16.5. Seller may suspend or terminate any agreement with Buyer without notice and claim damages if Buyer breaches any representation or undertaking under clauses 16.1–16.4.