



## TERMS AND CONDITIONS OF SALE

1. APPLICATION OF TERMS AND CONDITIONS

These conditions govern the sales and purchase of the goods ordered by Buyer from the PGF Capital Berhad, PGF Insulation Sdn Bhd or PGF Global Distribution, hereinafter referred to as "Seller" and shall override any terms and conditions whether previously or hereafter stipulated incorporated or referred to by Buyer whether orally, in its purchase order or other documents.

2. TIME FOR DELIVERY

Any time for delivery named by Seller is an estimate only and Seller is not liable to make good any damage or loss arising out of any such delay.

3. PRICE

The Seller reserves the right to amend or change the quoted prices for the goods without any prior notice for all goods that has yet to be delivered.

4. PAYMENT

Payment for the goods shall be made within the time stipulated in the invoice. Interest at 1.5% per month will be charged on the late payment from due date until date of full payment.

5. Consent authorisation under personal data protection act 2010 ('PDPA') and credit reporting agency Act 2010 ('CRA Act')

Pursuant to the CRA and PDPA Act, Buyer will give consent to Seller and CTOS data system Sdn Bhd ('CTOS') a registered credit reporting agency under the CRA Act to process Buyer's company and its Directors' and shareholders' personal data. By this consent, Buyer understands and agrees that Seller may conduct credit/ trade checks on Buyer and where applicable, Buyer's directors, shareholder and guarantors with CTOS at any time for as long as Buyer have a trade relationship with Seller or where any dues remain unpaid and outstanding.

6. TIME OF THE ESSENCE

Time within which the Buyer is to pay for the goods shall be of the essence of this Contract.

7. DELIVERY

- (a) Delivery shall be deemed to have been made if Seller delivers the goods to the location specified by the Buyer and Delivery Order is endorsed by any person present thereat. Seller not responsible to ensure the goods have been delivered to or is collected by Buyer or its authorized personnel and shall not be liable for any loss or damage to Buyer by reason of authorized collection of the goods.
- (b) Should Buyer fail to take delivery of goods within the stipulated date in the Purchase Order or within fourteen (14) days from the date of Seller's notice requesting Buyer to do so, Seller shall be entitled (without derogation of its rights under Law) to charge Buyer for liquidated and ascertained damages calculated daily at 1.5% of the price of the goods ordered from the expiry of the stipulated period until Buyer takes delivery of the goods. Should Buyer still fail to take delivery of the goods after the expiry of thirty (30) days from the stipulated period, Seller shall be entitled to terminate the contract and Buyer shall in addition to the liquidated and ascertained damages, forthwith pay the Seller the amount referred to in Clause 23b (i) or (ii) hereof, as the case may be.
- (c) We reserve the right to stop delivery in default of payment.
- (d) Delivery of goods is subject to availability of stock. Seller is not liable to make good any damage or loss that arises from the delay in delivery.
- (e) Charges of truck waiting time at the unloading location will be imposed for unloading time more than 4 hours.
- (f) Every single delivery address is allowed to have only one dropping point.
- (g) An unloading fee will be imposed for Buyer required unloading services from the Seller

8. ACCEPTANCE

Buyer shall inspect the goods immediately upon delivery. Unless Seller receives written notice that the goods are not in accordance with the Buyer's order and the goods returned to Seller within 24 hours from the date of delivery, the goods shall be deemed to have been accepted by the Buyer PROVIDED ALWAYS Seller will not accept return of used goods and Buyer shall not reject any goods which are in accordance with the Buyer's order.

9. DESCRIPTION

Notwithstanding any description of the goods given by the Seller or Buyer, no sale of the goods shall constitute or be construed as a sale by description. All dimensions indicated are nominal.



10. WARRANTIES  
Save and expect for written warranties (if any) given by Seller, the Seller does not give any warranties as to the quality, state, condition or fitness of the goods or their suitability for any purpose or for use under any specific conditions, notwithstanding that such purpose or condition may be known or made known to Seller.
11. LIABILITIES  
In the event of any default on the Seller's obligation in the supply of goods, the Seller shall only be liable for any direct loss and damage suffered whether for defects or delay, provided always that Seller's liability for all claims shall not exceed the maximum amount of 10% of the good supplied excluding any transportation charges.
12. DEFECTS  
Save and except as notified pursuant to Clause 7 above, Seller shall be under no liability to Buyer either in contract or tort for loss, injury or damage sustained by Buyer or any third party by reason of defects in the goods whether latent or otherwise but Buyer will keep Seller indemnified against any such claim.
13. TITLE  
Title to the goods remains in Seller until Seller receives the full purchase price. If such payment is overdue, the Seller may without prejudice to any other rights sue for the purchase price, recover or re-sell the goods. In the event that the Seller exercise the right to recover the goods, the Buyer hereby grants the Seller, its servants/agents the right and/or license to enter the Buyer's premises and/or any other premise where the goods are stored to take possession and remove the goods from such premises. If any of the goods are sold by Buyer before title has passed to Buyer, Buyer shall hold the proceeds of sale and all rights against purchasers in trust for Seller.
14. RISK  
Risk passed to Buyer upon delivery of goods to Buyer.
15. DEFAULT  
If Buyer fails to Seller on due date, commits a breach of any of its obligation herein, becomes insolvent or commits an act of bankruptcy, Seller may without prejudice to its other rights and without giving any notice suspend/cancel further deliveries, stop any delivery in transit under this Contract or any other contracts and /or limit /cancel the Buyer's credit as to time and/or amount for executed, executory or future orders, and/or request for securities or guarantees. Seller shall not be liable to Buyer for any damages which Buyer may suffer or incur by reason thereof.
16. CANCELLATION OF CREDIT  
Notwithstanding anything herein contained, Seller reserves the right to limit/cancel the credit of the Buyer as to time and/or amount without giving any reason thereof and to demand full settlement immediately of all sums that may be owing by Buyer notwithstanding that the credit period has not expired.
17. FORCE MAJEURE  
Seller shall not be liable to Buyer for failure to deliver the goods by reason of any breakdown of plants, fire explosion, Act of God, or outbreak of hostilities, national emergency, industrial dispute, shortage of labour, raw materials, energy, pandemic and supply chain disruption or any other causes beyond Seller's control and which Seller is unable to prevent by the exercise of reasonable diligence, whether of the class of causes enumerated herein or not.
18. APPROPRIATION OF PAYMENT  
All payment received from the Buyer will be applied towards settlement of the Buyer's oldest debts comprising of the earliest invoices, debit notes (including debit notes for overdue interest) and other charges howsoever arising Provided Always Seller may appropriate any payments towards account of interest before principal in respect of any debt as the Seller shall in its absolute discretion deem fit.
19. STATEMENT OF ACCOUNTS  
All amounts stated in the invoices and statement of accounts of Seller shall be conclusive of the amounts due and owing by Buyer to Seller and shall be binding against Buyer in any legal proceedings.
20. WAIVER  
No failure or delay by the Seller in exercising any rights hereunder shall operates as a waiver thereof nor shall any single or partial exercise of any right preclude any further exercise thereof or the exercise of any other right.
21. SALE OF GOODS ACT 1957 (REVISED 1989) (\*THE ACT\*)  
The terms and conditions in favour of the Seller hereunder shall be in addition to and not in substitution for any term condition warranty expressed or implied in favour of the Seller under the Act or any statutory modification and re-enactment thereto for the time being enforced.



22. INFRINGEMENT OF PATENTS, DESIGNS  
Buyer shall indemnify Seller against all damages, claims, costs and expenses which Seller may become liable as result of work done or goods sold in accordance with Buyer's specifications which involves infringement or any patents, registered designs or trademarks.
23. TERMINATION OF CONTRACT  
If any of the following shall occur:  
(a) Buyer fails to take delivery of goods after the expiry of thirty (30) days from the stipulated period referred to in Clause 7 (b) hereof, or  
(b) Prior to delivery of goods, Buyer notifies the cancellation of order.  
The Seller shall be entitled in addition and without prejudice to any other rights we have under this contract, to terminate this contract and Buyer shall forthwith pay Seller.  
(i) In respect of stock items as specified in Clause 23 (a) hereof, Thirty percent (30%) of the purchase price.  
(ii) In respect of non-stock item goods specified in Clause 23 (b) hereof, one hundred percent (100%) of the purchase price.
24. DEFINITION OF PRODUCTS  
(a) Stock item – with no MOQ stated in the quotation  
(b) Non-stock item – with MOQ stated in the quotation
25. STOCK HOLDING CHARGES FOR NON-STANDARD PRODUCTS EXCEEDING 30 DAYS FROM PRODUCTION DATE  
(a) Blanket Roll - RM 0.25 per roll/week  
(b) Board - RM 0.25 per board/week (larger than 0.75 m<sup>2</sup>) / Board - RM 0.15 per board/week (smaller or equal to 0.75 m<sup>2</sup> per piece)  
(c) Stock holding charges must be paid on a monthly basis. New orders can only be accepted upon payment of stock holding charges.
26. NOTICES  
Any notices, communications or demands shall be deemed to have been sufficiently given if Seller email or sent by prepaid post to the address of the addressee stated herein or to the addressee's last known place of business and shall be presumed to have reached the address in ordinary course of post.