

These Conditions for Sale ("Conditions") govern the sale of Goods and Services and the license of Software by iNETest Malaysia Sdn Bhd (Registration No :375861-X) ("iNETest").

**DEFINITIONS:**

- a. "Applicable Trade Term" means the term defined in Incoterms 2010, agreed by the parties, and documented in the quotation.
- b. "Delivery" means the date when iNETest places the Product(s) at the address agreed to by iNETest and Customer in accordance with the Applicable Trade Term in Order.
- c. "Goods" means any standard hardware or consumables sold or standard Software licensed under these Conditions. "Software" means one or more computer programs and related documentation.
- d. "Service" means any standard support service to support Goods, Software updates and maintenance, or training.
- e. "Specifications" means technical information about Goods published by iNETest or its Principals and in effect on the date iNETest ships the order.
- f. "Principals" means key suppliers of iNETest where it has been appointed as their authorized distributors of their products, or other third parties whereby iNETest obtained it supplies of goods for sale.
- g. "Support" means standard service, such as hardware maintenance, calibration and repair, Software updates and maintenance, or education and training. "Custom Support" means Support adapted to meet Customer's requirements.

**1 Formation of contract**

- 1.1 Any order sent to the iNETest by the Customer shall be accepted entirely at the discretion of the iNETest, and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the "Conditions") and by means of the iNETest's standard sales order acknowledgment form.
- 1.2 Each order which is so accepted shall constitute an individual legally binding contract between the iNETest and the Customer and such contract is hereafter referred to in these Conditions as an "Order".
- 1.3 Orders are governed by the applicable trade terms specified on the order or agreed to by iNETest as defined in Incoterms 2010.
- 1.4 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Customer, and no addition alteration or substitution of these terms will bind iNETest or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the iNETest's behalf.
- 1.5 iNETest may assign or transfer any of its rights or obligations under these Conditions upon notice in connection with a merger, reorganization, transfer, sales of assets or product lines, demerger, or spin-off transaction or change of control or ownership of iNETest, or it's permitted successive assignees or transferees.
- 1.6 Customer may cancel orders prior to shipment at no charge for standard products. Goods returns are subject to iNETest's approval and applicable charges. This is exclusive of any product customised to customer's requirement.
- 1.7 **NON CANCELLATION OF CUSTOMISED PRODUCTS AND SYSTEMS** - Customer may not cancel or terminate for convenience, or request for suspension of manufacture, except with iNETest's written consent and then only upon terms that will adequately compensate iNETest for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit. Cancellation charges shall be computed on the basis of iNETest's full costs, plus 100% of all engineering work, all work in process, all raw materials, all supplies, and commitments made by iNETest in connection with this order

**2 Specification**

All goods supplied by the iNETest shall be in accordance with (i) the current edition of the relevant Product Description Leaflet as published from time to time by the iNETest or its Principals (copies of which are available from the iNETest upon request) and (ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.

**3 Acceptance**

- 3.1 The Customer shall be deemed to have accepted all goods upon their delivery by the iNETest to the address specified in the Order.
- 3.2 For goods without installation included in the purchase price, acceptance by Customer occurs upon delivery. For goods with installation included in the purchase price, acceptance occurs when the goods passes iNETest's installation and test procedures. If Customer schedules or delays installation by iNETest more than thirty (30) days after delivery, acceptance of the goods will occur on the thirty-first (31) day after delivery.

**4 Delivery and risk**

- 4.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order, provided that the iNETest reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.
- 4.2 Any time or date for delivery given by the iNETest is given in good faith, but is an estimate only.
- 4.3 Risk in the goods shall pass to the Customer upon delivery.

**5 Title and payment**

- 5.1 iNETest warrants that it has good title to the goods and it will transfer such title as it may have in the goods to the Customer pursuant to Condition 5.5.
- 5.2 iNETest warrants that it is not aware of any actual or alleged infringements of any intellectual property rights of third parties which relate to the goods other than those (if any) which iNETest has disclosed to the Customer prior to acceptance of the Order.
- 5.3 iNETest shall have no liability to the Customer (other than as provided in Condition 10) in the event that the goods to be supplied under the Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods); iNETest gives no warranty that the goods to be supplied under the Order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any), whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.
- 5.4 Unless otherwise stated in the Order, payment of the price of the goods comprised in each consignment delivered pursuant to an Order shall become due at the end of the month following the month in which that consignment is delivered.
- 5.5 Payment terms are stated in the quotation or acknowledgement documentation, and are subject to change if Customer's financial condition or payment record merits such change.
- 5.6 If Customer's outstanding balance with iNETest has reached the credit limited granted, iNETest will not be obligated to ship Products until Customer pays any outstanding balance due.
- 5.7 Title to the goods comprised in each consignment shall not pass to the Customer until the Customer has paid their price to iNETest, but, even though title has not passed, iNETest shall be entitled to sue for their price once its payment has become due.

**6 Storage**

If iNETest shall be unable, through circumstances beyond its control (including without limitation lack of shipping instructions from the Customer), to deliver the goods within 14 days after notification to the Customer or its agent that the goods are ready for delivery, iNETest shall be entitled to arrange storage on behalf of the Customer, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to the Customer, and delivery to the Customer of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 4. All charges incurred by iNETest for storage or insurance shall be paid by the Customer within 30 days of submission of an invoice.

**7 Damage in transit**

iNETest will replace free of charge any goods proved to its satisfaction to have been damaged in transit provided that within 24 hours after delivery both iNETest and the carriers have received from the Customer notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.

**8 Force majeure**

8.1 iNETest shall not be under any liability for any failure to perform any of its obligations under the Order due to *Force Majeure*. Following notification by iNETest to the Customer of such cause, iNETest shall be allowed a reasonable extension of time for the performance of its obligations.

8.2 For the purposes of this Condition, "*Force Majeure*" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

**9 Warranty**

9.1 In respect of all goods manufactured and supplied to iNETest by its Principals or other third parties, iNETest will pass on to the Customer (in so far as possible) the benefit of any warranty given to iNETest by such third parties and will (on request) supply to the Customer details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Customer shall be solely responsible to the entire exclusion of iNETest for complying with all of these.

9.2 iNETest's liability under this Condition shall be to the exclusion of all other liability to the Customer whether contractual, tortious or otherwise for defects in the goods or for any loss or damage to or caused by the goods, and all other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) iNETest grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.

**10 Intellectual property rights**

10.1 In the event that any claim is made against the Customer for infringement of Intellectual Property Rights arising directly from the use [or sale] by the Customer of the goods, iNETest at its own expense shall conduct any ensuing litigation and all negotiations for a settlement of the claim. iNETest will bear the costs of any payment (either by way of a lump sum or a continuing royalty payment) made in settlement, or as a result of an award in a judgment against iNETest in the event of litigation.

10.2 The benefit of Condition 10.1 is granted to the Customer by iNETest only in the event that the Customer shall give iNETest the earliest possible reasonable notice in writing of any such claim being made or action threatened or brought against it, shall make no admission of liability or take any other action in connection therewith, shall permit iNETest to have the conduct of the claim pursuant to Condition 10.1, and shall (at iNETest's expense) give all reasonable information, co-operation and assistance to iNETest (including without limitation lending its name to proceedings) in relation to the conduct of the claim. In addition, if it is made a condition of any settlement made by iNETest, or judgment awarded against the Customer, pursuant to Condition 10.1, the Customer shall return or destroy, as applicable, all infringing goods still under its control subject to a refund by iNETest of any payment for such goods already made [less a reasonable allowance for depreciation of the goods by reason of their use (if any) by the Customer prior to their return or destruction as aforesaid].

10.3 The provisions of Condition 10.1 shall not apply to any infringement caused by iNETest having followed a design or instruction furnished or given by the Customer nor to any use of the goods in a manner or for a purpose which shall have been specifically prohibited in writing by iNETest, nor to any infringement which is due to the use of such goods in association or combination with any other product.

10.4 Any design or instruction furnished or given by the Customer shall not be such as will cause iNETest to infringe any intellectual property rights.

10.5 For the purposes of this Condition, the capitalised term "Intellectual Property Rights" means Patents, Registered Designs, Unregistered Designs, Registered Trademarks and Copyright only, having effect in the United Kingdom.

10.6 The foregoing states the iNETest's entire liability to the Customer and the Customer's sole and exclusive remedies against iNETest in connection with claims based on or resulting from the infringement of intellectual property rights, of any kind whatsoever, of third parties.

**11 Confidentiality**

Both iNETest and the Customer shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

**12 Economic loss**

Notwithstanding anything contained in these Conditions or the Order, in no circumstances shall iNETest, its subcontractors or suppliers be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

**13 Limitation of liability**

Notwithstanding anything contained in these Conditions or the Order, iNETest's liability to the Customer in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the goods specified in the Order.

**14 Applicable law**

The Order shall be considered a contract made in Malaysia and shall be governed in all respects by the law of Malaysia and the parties agree to submit to the exclusive jurisdiction of the Malaysia courts.