

AEROTRADE CUSTOMER TERMS AND CONDITIONS

Welcome to our marketplace, AEROTRADE.

AEROTRADE is owned and operated by ASIA DIGITAL ENGINEERING Sdn Bhd ("ADE"). By accessing this application, you, as a buyer ("Buyer"), acknowledge that you accept the terms and conditions detailed below ("Customer T&C"). Any and all actions of you as a Buyer shall be governed by this Customer T&C. In the event that you do not understand or accept any of the Customer T&C detailed herein, you should discontinue your use of the Marketplace.

These Customer T&C shall be read together with the Terms of Use and Privacy Policy available on the ADE website. The English language version of this document shall control in all respect and shall prevail in case of any inconsistencies with translated versions, if any.

By using the Marketplace, the Customer hereby accepts and consents to the Customer T&C, including those additional terms and conditions and policies referenced herein and/or linked hereto.

The Customer T&C is also to be read with the Service Level Agreement (SLA) as attached in Schedule 1 herein which sets out the standards applicable in processing the purchase of the Products including any return and/or refund application. In the event of any conflict between this Customer T&C and the SLA, this Customer T&C shall prevail.

1.0 DEFINITIONS

1.1 In this Customer T&C:

ADE website	: means the official website for ADE at the following address: https://www.aero.aero/ ;
AEROTRADE or ADE	: means the owner of the website, Asia Digital Engineering Sdn Bhd, a company duly registered in Malaysia with its registration no 202001010462 (1366782-X) and shall include its affiliates;
Bank Telegraphic Transfer	: means electronic method primarily used for overseas wire transfers;
Bank Transaction Charges	: means all charges and fees made by a bank to facilitate the transaction;
Compensation Charge	: means the amount the buyer has to compensate for the loss in terms of incurring additional expenditure due to late payment;
Confirmed Order	: means an Order from Customer which has been duly accepted by the Seller and a specific identifier ("Order ID") has been assigned and communicated to the Customer;
Contract	: means your Confirmed Order of a Product(s) in the Marketplace in accordance with this Customer T&C;
Credit Terms	: means the agreement between the Buyer and Seller on the duration as to when payment is to be made for credit purchases;
Customer/you/Buyer	: means the individual who has an account and places an Order for Product(s) in the Marketplace on behalf of their company/airline/organisation;

Financial Institution	: means in respect of any Payment Card, the relevant company or companies controlling or administering payments for such Payment Card;
Marketplace	: means the Aerotrade application or any other equivalent application in the portal for the listing and promoting of Products made available by the Sellers and enables Customer to purchase such Product(s) through the Marketplace;
Order	: means the order submitted by the Customer in the Marketplace to purchase an available Product;
Order Details	: means the details regarding the parts purchased, the order number, the date and time of order, logistics provider, ordered by, Seller details, shipping address and payment method;
Payment Card	: means such form of charge card(s), credit card(s) or debit card(s) as may be stipulated on the Marketplace as being an acceptable form of payment for Product(s);
Payment Gateway Charges	: means charges incurred to facilitate online payment processing through the chosen payment gateway;
Product	: means product(s) or services which are offered in the Marketplace for sale to the Customer;
Refund	: refers to the action of paying back (money), typically to a buyer who is not satisfied with the received goods;
Return	: refers to the structured process in which Customer may return or exchange unwanted or defective orders purchased. Any return and refund shall be in accordance with the Return and Refund Policy as set out in clause 8;
Return and Refund Policy	: means the terms set out in clause 8;
Self Arranged	: means where the logistics arrangement to ship the purchased parts is to be done by the Buyer;
Seller	: means a company represented by a duly approved person(s) who places a Product for sale in the Marketplace which shall also include ADE and other sellers participating in the Marketplace;
Seller Arranged	: means where the logistics arrangement to ship the purchased parts is to be done by the Seller;
Service	: means the services provided by us on Marketplace;
Subscription Plan	: means any service plan set forth and accepted by Buyer upon ordering any Service, and which describes the Services selected and ordered by Buyer.
We/us/our/ADE	: means owner of Aerotrade and Asia Digital Engineering Sdn. Bhd., a company duly registered in Malaysia with the company number (1366782-X);

1.2 References to "clauses" are to clauses of these Customer T&C.

1.3 The headings are for ease of reference only and shall not affect the interpretation or construction of these Customer T&C.

1.4 Words imparting the singular shall include the plural and vice versa. Words imparting the gender shall include every gender and references to personals shall include an individual, company, corporation, firm or partnership.

- 1.5 Any reference to a “person” or “entity” includes a reference to an individual, a sole proprietor, a partnership, an unincorporated association and a company.

2.0 APPLICATION AND EFFECT

- 2.1 By placing an Order, you agree to purchase the Product(s) subject to these Customer T&C.
- 2.2 To place an Order with us, you must be over eighteen (18) years of age. By placing an Order you represent and warrant that you are duly authorised by your respective company/airline/organisation to place such Order.
- 2.3 By accessing the Marketplace, you represent and warrant that:
- (a) All registration information (including, but not limited to, your company and payment information) that you submit is accurate; and
 - (b) You will maintain the accuracy of such information throughout your usage of Marketplace.
- 2.4 When accessing the Marketplace:
- (a) You will be assigned with one user ID meant solely for your own personal use. You will not use another Customer’s registration and/or user ID account nor will you allow the use of your user ID by any other person;
 - (b) Transfer your account to another party without ADE’s consent.
- 2.5 By accessing the Marketplace, you agree:
- (a) To notify ADE immediately if you suspect any unauthorised use of registration on the Marketplace; and
 - (b) You are solely responsible for maintaining the confidentiality of your account details, and for any and all use of your account, including, without limitation, any fees that accrue for any use of the Services.

3.0 ORDERS

- 3.1 When you place an Order for the Product(s) on the Marketplace, you are required to provide all necessary information as may be required by us. The Customer is required to provide details of the purchase order issued to ADE specifying all appropriate information including, but not limited to, applicable part numbers, descriptions, quantities, price and delivery information as needed. The provisions of this Customer T&C shall govern all purchase orders uploaded by Customers in the Application.
- 3.2 All Orders made through the Marketplace are subject to acceptance by the Seller no later than the time set out in Clause 3.3 from the date of the placement of such Order and we will confirm the acceptance by changing the status of the Order to “Pending Logistics” in the Order Details.
- 3.3 The Seller is required to accept Orders placed through the Marketplace within the respective time frame as per the SLA.
- 3.4 For the avoidance of doubt, your Contract with us relates only to your use of the Marketplace and the services available therein.

- 3.5 Processing of the Payment Card for an Order shall not in itself constitute our acceptance of the Order, provided that where an Order is rejected, any payment made for such Order shall be reversed or refunded by us in accordance with the Return and Refund Policy, outlined in Clause 8 in this Customer T&C.
- 3.6 We reserve the right to refuse the processing of your Confirmed Order for any reasons or whatsoever, including but not limited to Product(s) unavailability. If we have cancelled your Confirmed Order, we will then refund payments received by us for such Confirmed Order in relation to the Product(s), unless otherwise stated in the Customer T&C.
- 3.7 We shall use reasonable efforts to ensure that all Product(s) information which appears on the Marketplace are accurate which shall include but is not limited to the availability, prices and specification of the Product(s). We shall not be liable for any errors to the information on the Marketplace uploaded by the Seller. We reserve the right to refuse fulfilment of any Confirmed Orders that you may have placed based on information on the Marketplace that may contain errors or inaccuracies, including, without limitation, out-of-date/outdated information regarding the availability, pricing, shipping, payment terms, or return policies of such Product(s).
- 3.8 The price to be paid for all Product(s) shall be at the current selling price on the date of the Confirmed Order, which may or may not be correctly reflected at the Marketplace. If we discover an error in the pricing or specification of the Product(s) which you have ordered, we will contact you as soon as possible and seek your confirmation as to whether you still wish to proceed with your order at the correct price or to cancel it. If we are unable to receive a response within the time frame as set out in the SLA we shall treat the Order as cancelled and refund the paid sum accordingly in accordance with the Return and Refund Policy, outlined in Clause 8 in this Customer T&C.
- 3.9 Subject always to prior written consent from ADE and where you have already paid for the Product(s) and would like to cancel the Confirmed Order, you shall submit your request for a refund provided that you shall indemnify ADE in full against all losses (including loss of profit), costs (including the cost of all administrative, labour and materials used), damages, charges and expenses incurred or may have been incurred/arising, by ADE as a result of the modification or cancellation of such Product(s), as the case may be. All refunds shall be transferred back to the Customer's account where such payment originated from with the relevant deduction of owings to ADE, including but not limited to any Payment Gateway Charges and Bank Transaction Charges (if any), in accordance with these Customer T&Cs.
- 3.10 You shall submit the accurate and up to date information to us which shall include but is not limited to information required for fulfilment purposes with regular updates on any changes relating thereto.

4.0 PAYMENT

- 4.1 You shall pay for the Product(s) in full at the time of ordering via the payment options available on the Marketplace, which may include:
- (a) Payment Cards acceptable to us;
 - (b) Bank Telegraphic Transfer or
 - (c) any other payment method approved by ADE
- 4.2 All payments made by the Customer shall be in accordance with ADE approved Credit Terms. We reserve the right to not offer certain forms of payment and to refer you to our other forms of payment from time to time, if necessary.
- 4.3 If you have not been granted a Credit Term by the ADE, supply of the Product(s) will only be done once we have received full payment for the Product(s).

- 4.4 All Payment Cards are subject to the approval of the respective Financial Institution. We shall not be liable in any way if the Financial Institution refuses to process or accept any Payment Card for any reason.
- 4.5 If you are asked for details of a Payment Card by us and/or our partners, you shall undertake that all details provided to us for the purposes of purchasing the Product(s) from us are correct, that the Payment Card, or account or other payment methods which you have used is of your own and that there are sufficient funds or credit facilities to cover the cost of the Product(s). We reserve the right to obtain validation of your payment details before providing you with the Product(s).
- 4.6 You agree to submit to us, our sellers and/or our payment service provider details of the Payment Card and other personal information as may be reasonably requested in order to process the Order, payment for the Order, and to arrange for delivery and invoicing. We may require our payment service provider to keep such information confidential and not use the same for any purpose other than to carry out that particular transaction, provided you agree that we shall not be liable for any loss, damage, or liability in the event of any unauthorised disclosure of such information by our payment service provider.
- 4.7 We reserve the right to exercise our lawful remedies if a dispute or issue arises over payment through any of the acceptable payment methods, or if we do not receive full payment for an Order. In particular, but without limitation, if the Financial Institution or the paying bank rejects or reverses payment for an Order, we may in our discretion;
- (a) Refuse or reject such Order, or suspend or cancel delivery of such Order;
 - (b) Repossess the Products if already delivered; or
 - (c) Claim against the Customer for the full price of the Order as a debt.
- 4.8 In the event there are any taxes to be paid by the Customer on delivery/collection of the Product purchased in the country of delivery/collection (which shall include, but is not limited to custom taxes and/or duties), all such taxes shall be borne by the Customer. We shall in no way be liable for any refunds, should the Customer refuse to pay for any of the above-mentioned taxes. The Customer accepts the risk of not receiving the Products ordered in the event the Customer does not pay for the relevant taxes, and in the event the Products are not recoverable by the seller or ADE, no refunds shall be given to the Customer.
- 4.9 You agree to pay to ADE all applicable fees for the Service, including, but not limited to, the fee for the applicable subscription (if any)—Any taxes (including government service tax, value added tax and/or goods and services tax), and other charges levied by domestic or foreign governments (which may vary from country to country) would be charged separately and would be payable by you.
- 4.10 All payments made by you under this Agreement shall be made gross without any tax deductions or withholdings of a similar nature. If you are required by law to make any deduction or withholding from any payment hereunder, you shall do so and the sum due from you in respect of such payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, ADE receives and retains (free of any liability in respect of any such deduction or withholding) a net sum equal to the sum it would have received and retained had no deduction or withholding been required to be made.
- 4.11 Credit Term
- 4.11.1 You may apply for terms of credit through the Marketplace for ADE's review and approval.
- 4.11.2 The approved Credit Term will be reflected in the Customer's portal of the Marketplace.
- 4.11.3 If you have been approved with a Credit Term, the Confirmed Orders will be invoiced upon the Buyer's forwarder or logistic service provider collecting the Products purchased and each invoice will be payable within the approved term of credit from the date of the invoice.

- 4.11.4 ADE reserves the right to revoke, decline or revise your approved Credit Term without prior notice.
- 4.11.5 You may appeal against ADE's decision in relation to the changes to the Credit Term, however, ADE has the absolute discretion in approving and deciding the appeal.
- 4.11.6 Any overdue sum or overdue invoice shall bear the compensation charge at the rate of eight per cent (8%) per annum. Such compensation charge shall accrue on a daily basis from the date when payment first became due to and including the date of payment thereof.
- 4.11.7 All payments/transactions pursuant to this Buyer's T&C shall be in the currency specified below:
- a) where the Buyer or Customer is incorporated in Malaysia the currency of the transaction will be in Malaysian Ringgit (MYR); or
 - b) where the Seller and Customer are transacting from outside Malaysia, the default currency applicable for such payment the transaction shall be in USD.
- 4.11.8 There will be a fee imposed on the Buyer or Customer based on each transaction of a Confirmed Order and this service fee amount is subject to change according to the Subscription Plan (if applicable) that will be selected by the Buyer.
- 4.11.9 The Buyer or Customer agrees to bear any transactional fees charged by financial institutions arising from the remittance of invoice(s) from ADE.

5.0 DELIVERY/COLLECTION

- 5.1 We aim to deliver the Product based on the delivery method specified in your Order, as described below:

(a) Collection by Customer (Self Arranged) - Ex-Works Seller's facility

This is the default mode of delivery offered for all Product(s). Delivery of Products shall be made EXW (Ex-Works, Incoterm 2020) Seller's facility, where Seller is the Seller and Buyer is the Customer. For Products to be collected at the Seller's location, you are required to provide the details of your appointed logistic provider in the Marketplace prior to collection. Where necessary, the appointed logistic provider must be able to provide the relevant supporting document to show that he/she is duly authorised as the customer's representative when acknowledging the acceptance of your collection, failing which, our Seller's representative reserves the right not to allow such collection/delivery of your Product. Product(s) shall be considered as physically accepted and delivered to Customer upon acceptance of Product(s) by Customer's appointed logistic provider.

(b) Delivery by Seller (Seller Arranged) - Delivered at Place Unloaded

When feasible, delivery of the Product(s) shall be made DPU (Delivered at Place Unloaded, Incoterm 2020) Buyer's port, where Buyer is Customer and Seller is Seller. For Products to be delivered to the address specified by you in the Order, you are required to update the necessary details in the Marketplace for the Seller's appointed logistic provider to ship the Product(s). The Customer or Customer's representative is responsible to perform the Product(s) collection and clearance at the port. Product(s) shall be considered as delivered to Customer upon collection of Product(s) by Customer's appointed logistic provider.

- 5.2 The risk and liability of the Seller shall pass over to Customer upon the acceptance of the Product(s) by the Customer's appointed logistic provider or Customer's representative.

- 5.3 Any shipment and delivery dates provided at the time of your Order (and updated in the Confirmed Order) are estimates only and shall not form part of the Contract.
- 5.4 The delivery of any items ordered shall be the responsibility of the Seller. ADE shall not be liable or responsible to you for any losses, liabilities, costs, damages, charges or expenses arising out of shipment, delivery or collection of the Product, however, caused.
- 5.5 For Orders consisting of more than one Product, the Seller retains the right, for any reason including Product unavailability, to:
- (a) Deliver the Products in one delivery or by instalments; or
 - (b) Delay or defer delivery of any Order in whole or in part.

We shall aim to let you know, using the contact details that you have provided to us, if we are unable to meet our estimated delivery/collection date and delivery/collection location due to but not limited to the unavailability of the Product and/or any occurrence of any Force Majeure events, including any technical or operational issues. In such circumstances, we may also arrange for the cancellation of the Order.

- 5.6 All risks and liability in the Product shall pass to you upon acceptance of the Product(s) by your appointed logistic provider. From the time when the risks pass to you, Seller and ADE will not be liable for any damage, loss or destruction of the Product.
- 5.7 If delivery is delayed through your unreasonable refusal to accept delivery, no cancellation or refund shall be permitted except in accordance with the Return and Refund Policy, outlined in Clause 8 in this Customer T&C.
- 5.8 In the event where you have received a wrong item, a refund will be permitted in accordance with the Return and Refund Policy outlined in Clause 8 in this Customer T&C.
- 5.9 It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your requirements. We do not warrant that the Products will meet your requirements. You acknowledge that the Products are in accordance to the industry standard and not made bespoke to fit any particular requirements that you may have.

6.0 CANCELLATION

- 6.1 No total or partial cancellations or termination of a Confirmed Order are permitted except where expressly accepted in writing by ADE. Notwithstanding anything provided herein, the Buyer has a right not to proceed with Orders that are only partially accepted by the Seller which shall be deemed as a cancellation. Cancellation or termination of a Confirmed Order is subject to ADE being fully indemnified against all costs connected hereto and Customer may be subject to a fee as detailed further in this clause.
- 6.2 We may cancel a Confirmed Order if the Product is not available for any reason and we shall notify you when the refund process has been initiated.
- 6.3 We retain the right to withdraw or cease to make available any or all Products from the Marketplace, without liability or prior notice.
- 6.4 You may cancel the Order prior to delivery/collection of the Product(s), subject to a one-time cancellation charge of seven per cent (7%) of the value of the Confirmed Order in addition to the cancellation charges imposed by the Seller and any out of pocket expenses incurred by ADE in relation to the Order ("Cancellation Fee").
- 6.5 Any payment made by the Customer shall be definitively retained by ADE upon cancellation or termination of a Confirmed Order. The balance of the payment minus the Cancellation Fee will be credited back to the Customers originating payment account.

- 6.6 In the case where the Customer places an order without having cleared the overdue(s), ADE may refuse to process the order and to deliver the concerned Product(s), without any indemnity due to the Customer on any grounds.

7.0 PRODUCT

- 7.1 The Product will conform to the Seller's latest published instructions as set out on the Marketplace at the time of your Order. Warranty terms are dependent as defined by the Seller of the respective Product, and therefore differ from Product to Product. Where available, any warranty terms and conditions shall be made available upon viewing a Product. We do not guarantee that a Product(s) description, price, and other content of this site are complete, accurate, reliable, current, or error-free. We are not responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred by you or any third-party as a result of any or part of a Product, or in connection therewith. Notwithstanding any provision contained herein, any warranty claim shall only be made directly by the Customer who had purchased the Product(s) in accordance with the Confirmed Order.
- 7.2 The Product(s) is intended to be used strictly in accordance with the Seller's latest published instructions as set out on the Marketplace or as on the Product itself. It is your responsibility to ensure that you use the Product(s) strictly in accordance with those instructions.

8.0 RETURN AND REFUND POLICY

- 8.1 Return of already delivered Product(s) and any refund for your Order in accordance with this Customer T&C shall only be made with the prior written consent of ADE and shall be subject to further investigation and confirmation by ADE. Any request for return and/or refund of a Product by the Customer shall be submitted together with the relevant supporting documents and evidence.
- 8.2 Any warranty claim, exchange, return or refund of the Product(s) upon leaving the Seller's location or upon delivery/collection, is subject to each Seller's terms and conditions of sale and subjected to final approval by ADE and the Seller.
- 8.3 Notwithstanding any provision contained herein, any refund request shall only be made directly by the Customer who had purchased the Product in accordance with the Confirmed Order.
- 8.4 Should you be eligible for a refund pursuant to these Customer T&C set out herein, please contact us via Marketplace, to request for a refund. Any refund request shall be made within seven (7) days from the date the Product was delivered to Customer or collected by Customer. The Seller shall provide its response to your refund request within forty-eight (48) hours of receiving your request. Thereafter, the Seller shall conduct an investigation on the request and shall notify ADE the outcome of such investigation within seven (7) days from the date of the Seller's response to your refund request. You shall return the Product to the Seller (or Seller specified location) in its original condition, unused and in its original packaging together with the original documentation that the Product arrived within thirty (30) days from the date of delivery or collection.
- 8.5 You shall be responsible for any cost arising due to the return of Products set out herein (which shall include but is not limited to postal, shipping and handling fee). We will not accept Products that have been damaged due to abuse, misuse, accidents or alterations. No refunds shall be made for any Products confiscated by authorities.
- 8.6 Customer acknowledge and agree that the Seller retains the final right to approve or reject the claim of the Product. Acceptance of any refund or exchange of a Product will be subject to further evaluation of the returned Products upon physically arriving at the Seller's facility.

9.0 FRAUD

- 9.1 For payments made using a payment card accepted by the Marketplace, such payments must be authorised by the cardholder named (if any) in the payment process. We reserve the right to hold or cancel your Confirmed Order without prior notice if we reasonably suspect that you or the cardholder is associated with any kind of

fraudulent activity. Such suspicion may be based on the following activities:

- (a) The cardholder did not authorise the payment and claims that the order is fraudulent;
- (b) There has been previous fraudulent activities/ chargebacks by you or the cardholder; and
- (c) Information given during payment is erroneous/ inadequate/ inconsistent/ linked to fraudulent behaviour.

10.0 LIMITATION OF LIABILITY

- 10.1 In no event shall we be liable to the Customer or any third party for any indirect, special, consequential, exemplary or punitive loss or damage for any breach of these Customer T&C, including but not limited to loss of profits, loss of business or goodwill, loss of use, or any claim by any third party, even if we have been advised of the possibility of such loss or damage.
- 10.2 ADE and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:
- (a) Any access, use and/or inability to use the platform, Marketplace or the Services;
 - (b) Reliance on any data or information made available through the platform, Marketplace and/or through the Services. You should not act on such data or information without first independently verifying its contents;
 - (c) Any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros;
 - (d) Any use of or access to any other website or webpage linked to the platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.
- 10.3 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the platform and/or Services is entirely at your own risk and we shall not be liable therefore.
- 10.4 If, notwithstanding the limitation of liability provision contained herein, ADE is found by a court of competent jurisdiction to be liable (including gross negligence), then, to the maximum extent permitted by the applicable law, the total liability of ADE to the Customer for any and all claims whether by the Customer or by any other person and howsoever arising in connection with or arising out of the sale, supply, delivery possession, replacement or use of a Product(s) resulting from the breach of these Customer T&C by us shall not in any event exceed the price of the Product(s) (paid by the Customer) that gave rise to such claims.

11.0 EXPORT CONTROL AND RESTRICTIONS

- 11.1 Product(s) purchased or obtained under this Customer T&C may be subject to government import and export control laws and regulations. You shall be responsible for the compliance of such laws and regulations.

12.0 DATA PROTECTION

- 12.1 Please see our Privacy Policy, which forms part of these Customer T&C.

13.0 FORCE MAJEURE

- 13.1 We shall not be liable to you for any breach, hindrance or delay in the performance of an obligation set out

herein, attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, sellers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, pandemic, epidemic, endemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

- 13.2 Either you or we may terminate the Confirmed Order forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of two (2) days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered less whatever necessary deductions to be made).
- 13.3 If we are obliged to provide identical or similar Products to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which order we will perform and to what extent.

14.0 NOTICES

- 14.1 Any notice, pursuant to these Customer T&C shall be in writing and may be served by personal delivery or by email addressed to the relevant party at the address or email address of the relevant party last known to the other.
- 14.2 Any notice given by post shall be deemed to have been served three (3) days after the same has been posted. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

15.0 TRADEMARKS

- 15.1 Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and images of third party products, services and / or locations featured on this Marketplace are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Any trademarks/ names featured on this Marketplace are owned by the respective trademark owners. Where a trademark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

16.0 GENERAL

- 16.1 We shall keep records and accounts related to the Customer's Confirmed Order for a limited period of time after we have accepted such Confirmed Order. However, for your own future references, we advise that you print and keep a copy of such records.
- 16.2 These Customer T&C shall prevail and supersede over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing, by email or orally, are expressly waived and excluded.
- 16.3 Either party's failure or delay in exercising any right under these Customer T&C shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish such party's rights under these Customer T&C.
- 16.4 If any clause in these Customer T&C shall become or shall be declared by any court of competent jurisdiction to

be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect.

- 16.5 You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with these Customer T&C or all or any of your rights or obligations under these Customer T&C.
- 16.6 Nothing in these Customer T&C shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.
- 16.7 No person who is not a party to these Customer T&C shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Customer T&C or the Contract its assent to any such term.
- 16.8 These Customer T&C and the Contract (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Malaysia Law. Parties hereby submit to the non-exclusive jurisdiction of the Malaysian Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

17.0 ELECTRONIC SIGNATURE

- 17.1 Each party agrees that the acceptance of the Customer T&C by the Customer electronically is intended to authenticate this Customer T&C and to have the same force, admissibility and effect as manual signatures. Upon request by the Customer, an electronic copy of this Contract will be delivered to the Customer. Delivery of a copy of this Contract or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

THE CUSTOMER FURTHER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN AND ANY REVISION MADE TO THE SAME HEREAFTER. BY CLICKING THE "SIGN UP " BUTTON DURING REGISTRATION, THE CUSTOMER UNDERSTANDS THAT THE EFFECTIVE DATE STARTS TO RUN AND THAT THE CUSTOMER IS CREATING A DIGITAL SIGNATURE, WHICH IS INTENDED TO HAVE THE SAME FORCE AND EFFECT AS IF THE CUSTOMER HAD SIGNED THE SELLER AGREEMENT MANUALLY/.

18.0 AMENDMENT TO THE GENERAL BUSINESS TERMS AND CONDITIONS

- 18.1 We reserve the right to amend these Customer T&C at any time without prior notice. All amendments to these Customer T&C will be posted online. Continued use of the Marketplace will be deemed to constitute acceptance of the new terms and conditions by the Customer.

19.0 ANTI BRIBERY AND ANTI CORRUPTION

- 19.1 Each Party to this Customer T&C shall :-
- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("Relevant Requirements") : and
 - b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements

[End of Clauses]

Schedule 1 - Service Level Agreement

Quality Standards Requirements

The Customer agrees to the following quality and service standards requirements as specified below:

SLA Type	Responsibility	AOG (Hrs)	Critical (Hrs)	Normal (Hrs)
Seller Acceptance*	Seller	2	12	12
Buyer Acceptance**	Buyer	2	12	12
Processing ***	Seller	2	12	24
Total SLA if all item accepted	N/A	4	24	36
Total SLA if item Partially Accepted	N/A	6	36	48

* Starts when "Order Placed" by Buyer

** Applicable if Seller "Partially Accept" the order. The buyer needs to respond within the stipulated time. Order will be deemed cancelled if Buyer does not respond in time. Processing SLA for the Seller starts once Buyer has responded.

*** Once the order status is "Order Confirmed", the Seller is expected to have the item "Ready For Pickup" within the stipulated time. Not applicable to Dangerous Goods.

[End of Schedule 1]