

TERMS AND CONDITIONS OF SALE

Avery Dennison (Materials) Sdn Bhd (the "Company") sells or offers for sale of its Products on the following terms and conditions:-

1. GENERAL

An Order placed with the Company is an order incorporating these Terms and Conditions of Sale exclusively notwithstanding any inconsistencies which may be introduced in the order of acceptance unless the same are expressly agreed to by the Company in writing and notwithstanding that the Company may fill *any* such order.

2. QUOTATION

Unless previously withdrawn any quotation is valid for thirty (30) days or such other period as is stated therein. A quotation is not an obligation to sell but it is an invitation to submit an order and no contractual relationship arises there from until an order has been accepted by the Company.

3. ORDERS

An order must be in writing, bear a reference number and be signed by the Purchaser. Orders are subject to acceptance by the Company and the Company reserves the right to accept any order in whole or in part or to refuse any order.

4. PRICE

Unless otherwise expressly agreed in writing the FOB finishing centre price of the Products shall be the Company's standard list price as of the date of delivery. Where no list price exists, the price shall be that Quoted by the Company. The Company reserves the right to change prices without notice. Prices are net to the Company and are exclusive of any customs, other duties, taxes, slitting and other service charges, insurance and freight charges.

Orders calling for future delivery shall be billed at prices in effect on the shipping date. Unless stated otherwise herein different products on an order *may* not be combined to obtain Quantity pricing. Shipments which are more or less than the actual Quantity ordered shall constitute filling the order if such variance does not exceed ten percent of the slitted roll length.

5. CANCELLATION

Orders cannot be cancelled except upon terms which will fully compensate the Company against *any* and all losses or expenses as a consequence of such cancellation.

6. PAYMENT

The terms of payment are 30 days from statement date (unless otherwise agreed) with a discount, the quantum of which the Company will determine in its absolute discretion, for payment of accounts within a number of days, pre-determined by the Company of invoice date.

Amounts not paid after 30 days of date of invoice (unless otherwise agreed) will be subject to a late payment charge of 2% per month on the unpaid balance to be included on each month's statement until paid. The imposition of such charge is not intended to infer any consent, acquiescence or other agreement expressed or implied on the part of the Company to forbear or otherwise defer collection of such amounts when due. Failure of the Purchaser to pay *any* Company invoice by its due date makes all subsequent invoices immediately due and payable irrespective of terms and the Company reserves the right to withhold subsequent deliveries until the account is settled.

The Purchaser shall indemnify the Company for any costs and expenses including collection fees and legal fees for which the Company may become liable or incur in the collection of payment of overdue accounts.

7. DELIVERY

7.1 The Company will deliver the Products FOB finishing centre unless otherwise agreed in writing.

7.2 All delivery dates Quoted are estimates only and the Company shall not be liable for failure to deliver or any delay in delivery arising from any cause whatsoever beyond the control of the Company. The Purchaser shall not be relieved of any obligation to accept or pay for the Products by reason of *any* delay in delivery or dispatch.

7.3 The Company reserves the right to delivery by installment and each installment shall be deemed to be sold under a separate contract. Failure of the Company to deliver an installment shall not entitle the Purchaser to rescind or repudiate the balance of *any* contract.

7.4 The title and risk of loss of the Products shall pass from the Company to Purchaser when the Products are delivered to Purchaser.

7.5 The Purchaser hereby grants an irrevocable right and license to the Company and its servants and agents to enter upon any or all the Purchaser's premises with or without vehicles for the purpose of inspecting and/or, taking back goods to which the Company has retained title. This right and license shall continue until the purchase price for the Products has been paid in full and is without prejudice to any other accrued right of the Company.

7.6 Where products are delivered in accordance with Purchaser's specifications the Purchaser shall indemnify the Company against all claims and demands in respect of the infringement of any intellectual property or other rights of third parties.

8. WARRANTY

Information concerning Products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. Products are provided on the basis that any Purchaser has independently determined the suitability of the Products for its purpose. The Company warrants the Products to be free from defects in material and workmanship. Should *any* failure to conform to this warranty appear within thirty (30) days of delivery (but not afterwards), upon notification thereof within seven (7) days of such appearance and substantiation that the Products have been stored and applied in accordance with the Company's standards, the Company shall within a reasonable period correct such defects by suitable replacement without charge at the Company's plant or at the location of the Products (at the Company's election) provided however, if the Company in its sole discretion determines that replacement is not commercially practical, the Company *may* issue a credit in favour of the Purchase in an amount not to exceed the purchase price of the Products.

Any implied warranty of merchantability, fitness for a particular purpose or other warranty of Quality or otherwise, whether express or implied by law is hereby excluded to the extent permitted by law.

In no event shall the Company be liable for any incidental or consequential damages including, but not limited to, loss or profit, loss or use of production or loss of capital. The remedies of Purchaser set forth herein are exclusive, and the total liability of the Company arising out of any contract or from the manufacture, sale, delivery, resale, installation or use of any products shall not exceed the purchase price of the products upon which liability is based.

9. RETURNS

Products sold by the Company are returnable only in accordance with the warranty provisions hereof. Before returning any product, the Purchaser must obtain the Company's written material return authorization and instructions.

10. ASSIGNMENT

Any assignment of the agreement, an order or of any rights hereunder in any manner, in whole or in part, without the prior written consent of the Company shall be void.

11. ENTIRE AGREEMENT

These terms and conditions embody the entire agreement and understanding between the parties, are intended as a complete and exclusive statement of the terms of agreement regarding the Products and supersede *any* prior or collateral agreement or understanding between the parties relating to the subject matter hereof (including those that *may* be contained in the Purchaser's order, which are inconsistent with the terms and conditions in these Terms and Conditions of Sale). The Purchaser acknowledges that the Company has not made any representations to the Purchaser other than those, which are specifically referred to or contained herein. Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable the remaining provision shall nevertheless remain in full force and effect.

12. WAIVER

No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed on behalf of the Company by an officer of the Company duly authorized to do so. No waiver by the Company with respect to any other breach or default or any right or remedy or any variation of the foregoing terms and conditions shall be deemed to constitute a continuing waiver of *any* other breach or default or any other right or remedy or any other variation of the foregoing Terms and Conditions.

13. BREACH

A breach by the Purchaser of all or any of the terms and conditions herein contained shall entitle the Company to consider the order as cancelled, without prejudice to the right of the Company to recover damages for breach of contract or otherwise.

14. FORCE MAJUERE

The Company shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, terrorists attacks, war, the elements embargo, Failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public *enemy*, prior orders from others or limitations on the Company's or its supplier's products or marketing activities or any other cause or contingency beyond the Company's control.

15. CONSTRUCTION OF CONTRACTS

The validity interpretation and performance of any contract for the sale of Products by the Company to the Purchaser shall be governed by and constructed in accordance with the laws of Malaysia and the parties hereby submit to the jurisdiction of the courts in Malaysia.