

**VSTECS Astar Sdn. Bhd. / VSTECS Pericomp Sdn. Bhd. / VSTECS KU Sdn. Bhd. (VSTECS)**  
**Terms and Conditions of Sale**

All sales made by VSTECS to the Purchaser shall be subject to the following Terms and Conditions (T&C). The Purchaser's unequivocal acceptance of these T&C shall be deemed by any of the following actions:

- i) Purchaser's signed acknowledgement and acceptance of these T&C which shall remain in effect indefinitely until Purchaser explicitly revokes such acceptance in writing to VSTECS;
  - ii) Purchaser's issuance of a Purchase Order to VSTECS; or
  - iii) Purchaser's acceptance of and Product or Service from VSTECS;
- in no particular order.

**1. DEFINITIONS:**

- 1.1. "Confidential Information" means any confidential information of VSTECS or its Vendors and Suppliers relation to the Products, marketing information, maintenance services, software licenses and technical specifications.
- 1.2. "VSTECS" means VSTECS Astar Sdn. Bhd., VSTECS Pericomp Sdn. Bhd., or VSTECS KU Sdn. Bhd. Either individually or collectively within the appropriate context based on the issue quotation to the Purchaser and the Purchaser's Purchase Order to VSTECS.
- 1.3. "Intellectual Property" means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- 1.4. "Purchaser" means the person, business or company that is the purchaser of the Products.
- 1.5. "Products" means any products (including software), services, or services accompanying any products where applicable, supplied to the Purchaser by VSTECS and described in VSTECS's invoice to the Purchaser.
- 1.6. "Services" means any services supplied to Purchaser by VSTECS or its Supplier and described in VSTECS' quotation and invoice, including but not limited to technical services, installation services, educational services (such as educational or training courses, and examination or certification services), or such other services provided by VSTECS or a Supplier and includes supply of materials, software, tools and information related to such services ("**Deliverables**").
- 1.7. "Supplier" or "Vendor" or "Principal" or "Brand Principal" means the manufacturer or publisher of the Products or Services, or the service provider, manufacturer or publisher providing the Products or Services, which for the avoidance of doubt shall not mean VSTECS unless VSTECS is the sole party providing the service. These labels may be used interchangeably and shall mean the same thing.
- 1.8. "Supplier's Warranties" means the warranties, if any, provided by the applicable Supplier relating to a particular Product.
- 1.9. "Territory" means the country of Malaysia.

**2. ORDERS AND DELIVERIES**

- 2.1. All orders for Products placed by Purchaser:
  - a) must be made in accordance with VSTECS' order process as notified to Purchaser from time to time; and
  - b) are subject to acceptance by VSTECS,and no order will be deemed to have been accepted by VSTECS unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of VSTECS to Purchaser.
- 2.2. Deliveries for orders placed by Purchaser shall only be to the delivery address so indicated at the time of VSTECS accepting the Purchaser's order. Any request from the Purchaser for a Change of Delivery Address ("**COA**") after an order is accepted by VSTECS shall be based on VSTECS' sole discretion and subject to the condition that Purchaser accepts all risks and shall fully indemnify VSTECS at all times against any losses or liability arising from the COA request.

- 2.3. VSTECS may reject any order placed by Purchaser if there is an insufficient supply of Products which prevents VSTECS from being able to fulfill such order.
- 2.4. All Products sold to the Purchaser ARE STRICTLY FOR RESALE TO END USERS IN THE TERRITORY ONLY or such countries as authorised in writing by the Supplier.
- 2.5. For Products sold by VSTECS to the Purchaser based on Supplier's special conditions including (but not limited to) special project bids, educational institutions, specific sale conditions, drop-ship deliveries, and any other programs campaigns or promotions offered by the Supplier, the Purchaser warrants that it shall fully adhere to the necessary requirements and conditions imposed by the Supplier. Furthermore, the Purchaser shall fully indemnify VSTECS at all times arising from the Purchaser's non-compliances of the Supplier's sale requirements.
- 2.6. Purchaser shall be solely liable to the end-user for any drop-ship delivery arrangements if so requested by the Purchaser and agreed to by VSTECS.
- 2.7. Delivery to a local address shall be by way of ground transportation, unless specifically requested by the Purchaser where the Purchaser shall agree to bear any and all additional special delivery charges incurred by such requests.
- 2.8. Any delivery times advised by VSTECS shall be construed as estimates only and VSTECS shall not be liable for any delay or losses suffered by the Purchaser arising from late or non-delivery of the Products.
- 2.9. VSTECS reserves the right to deliver partial shipment of any orders, and such partial shipments shall be deemed a separate supply of the Products upon these terms.
- 2.10. Where Purchaser has indicated to self-collect any ordered Products from VSTECS, failure to collect such Products within three (3) working days shall be subject to order cancellation and the Purchaser shall be liable to a restocking-fee amounting to 10% of the order value. Any grant of postponement on self-collection by the Purchaser shall be subject to VSTECS' sole discretion.

### **3. PRICE, PAYMENT AND CREDIT FACILITIES**

- 3.1. VSTECS's quoted prices shall be in Ringgit Malaysia (RM) and are subject to change without prior notice.
- 3.2. Unless the Purchaser has been granted credit terms by VSTECS and keeps in good standing, payment is required prior to delivery of the Products unless specifically so authorised in writing by an authorised officer of VSTECS.
- 3.3. If Purchaser fails on its payment obligations to VSTECS, the Purchaser shall be liable for the following:
  - a) All amounts owing by the Purchaser to VSTECS shall immediately become due, including (but not limited to) restocking fees, non-delivery charges, and legal costs of enforcement;
  - b) Suspension of any Product deliveries from VSTECS to the Purchaser; and
  - c) Suspension, revision or withdrawal of credit facilities granted by VSTECS to the Purchaser.
- 3.4. Purchaser will be liable to pay interest on any overdue amount at the rate of 1.5% per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due, whichever is higher. Interest will accrue daily from the date payment becoming overdue until VSTECS has received payment of the overdue amount, together with any interest accrued. The Purchaser's obligation to effect timely payments is a material element of business transactions between VSTECS and the Purchaser AT ALL TIMES.
- 3.5. VSTECS does not grant nor accept any right of set-off to the Purchaser at all times.
- 3.6. Purchaser shall not deduct from the purchase price any tax amount incurred on the purchase of any Products from VSTECS. Furthermore, Purchaser shall reimburse VSTECS for any taxes that VSTECS has paid or is liable to pay on behalf of the Purchaser.
- 3.7. Unless stated otherwise, all prices quoted by VTECS are excluding taxes, handling, delivery, agents' charges and any other charges, duties and impost.
- 3.8. Purchaser must pay VSTECS, on demand, any tax (excluding income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including (but not limited to) any goods and services tax, customs duty, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Purchaser.

- 3.9. VSTECS may request from the Purchaser its financial records, audited accounting records or any other relevant information for the purpose of creditworthiness evaluation. Purchaser further fully agrees that any and all information provided may be subject to disclosure to VSTECS' external service providers including (but not limited to) financial institutions and insurers. Failure to provide such requested information may result severe degradation or even withdrawal of credit facilities granted to the Purchaser.
- 3.10. VSTECS RESERVES ITS SOLE RIGHT to adjust, revise or withdraw its credit facilities to the Purchaser AT ALL TIMES without any given reason whatsoever.
- 3.11. Any obligation of VSTECS under these terms and conditions to deliver Deliverables on credit terms shall terminate without notice and without liability to VSTECS if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser.
- 3.12. In conjunction with Clause 2.5 above, where the Purchaser is offered special pricing for certain orders and such pricing is made available to VSTECS from its Suppliers ("**Special Bids**"), the Purchaser shall adhere to the specific terms applicable to Special Bids ("**Special Terms**") and other terms and conditions of such Special Bids. Purchaser agrees to indemnify VSTECS for any breach of these terms or any claims made against VSTECS by the Suppliers for Purchaser's non-compliance with the Supplier's terms and conditions. Purchaser agrees to pay any service fees charged for VSTECS' pass-through of Special Bids and other Supplier driven benefits the Purchaser may receive, including any marketing funding, price protection and individual rebates, and agrees that pass-through and payment of such benefits will be subject to VSTECS having received the benefits from its Supplier. The Special Terms may oblige the Purchaser to comply with certain requirements including (but not limited to):
- a) the sale of the Products only to specifically named end-users;
  - b) sale of the Products within the approved Territory only;
  - c) the disclosure of end-user information to VSTECS and its Suppliers for the purpose of end-user verification; and
  - d) the submission of copies of end-user's purchase orders, Purchaser's invoices to the intended end-user, proof-of-delivery to the intended end-user, or end-user's proof-of-receipt documents to VSTECS and its Suppliers.

Subject to the Special Terms applicable for the individual Suppliers and Products, non-compliance with the Special Terms may entitle VSTECS and/or its Suppliers to reclaim and invoice the Purchaser in full for all discounts, rebates and other special price conditions granted to the Purchaser under the special price.

#### **4. SOFTWARE**

- 4.1. Where any Product or portions of a Product supplied by VSTECS contains software, then in addition to these terms, such software shall be supplied subject to the terms and conditions of the software's license agreement where applicable.
- 4.2. The Purchaser agrees to be bound by any terms, conditions or restrictions so indicated in the software's license agreement where applicable, and shall wholly indemnify VSTECS arising from any of the Purchaser's breach of such terms, conditions and restrictions.
- 4.3. It shall be the Purchaser's sole responsibility to indicate acceptance of the software's license terms, conditions and restrictions where applicable. Furthermore, the Purchaser shall indicate the same to the end-user is the same acknowledgement and acceptance is required from the end-user.

#### **5. RECEIVING OF PRODUCTS**

- 5.1. The Purchaser shall be solely responsible to inspect, verify on the accurateness and condition of the Products and goods delivered by VSTECS, either to the Purchaser's premises, or the Purchaser's indicated place of delivery whichever the case may be.

- 5.2. If the Purchaser discovers any inconsistencies arising from defect of physical condition, differences in quantity or any other deviations from the documented bills, the Purchaser shall promptly raise such discrepancies to VSTECS no later than three (3) working days from the date of delivery.
- 5.3. Failure to give notice to VSTECS in the manner stated in Clause 5.2 and to the extent permitted by law, the Products shall be deemed to have been accepted by the Purchaser.

## **6. TITLE AND RISK**

- 6.1. The Purchaser shall bear all Risk of the Products upon the following:
  - a) Completed physical delivery of the Products to the Purchaser's premises, Purchaser's agent(s), or the drop-ship locations indicated by the Purchaser; and
  - b) Collection of the Products by the Purchaser, its agents or its nominated carrier or logistics service provider.
- 6.2. Risk of Products returns by the Purchaser to VSTECS remains with the Purchaser at all times until a credit-note or equivalent is granted by VSTECS to the Purchaser.
- 6.3. Title of the Products supplied by VSTECS to the Purchaser remains with VSTECS at all times until the Purchaser has fully paid all monies due to VSTECS in relation to any account.
- 6.4. Title to such Products which are Deliverables or software in nature remains with VSTECS, supplier or the vendor licensor at all times.
- 6.5. Until the Products have been paid for and the title has passed from VSTECS to the Purchaser,
  - a) the Purchaser grants VSTECS the right to enter the Purchaser's premises to repossess and recover the Products; and
  - b) the Purchaser may sell the Products and shall keep a record of the sale of the Products in the ordinary course of business as a fiduciary agent for VSTECS and the Purchaser agrees to remit all proceeds from any such sale to VSTECS as part of the Purchaser's dues to VSTECS.

## **7. PRODUCT RETURNS**

- 7.1. Purchaser shall not return Products to VSTECS without prior obtaining a Return Merchandise Authorisation ("RMA") from VSTECS.
- 7.2. The cost of Product RMA returns to VSTECS for cause under warranty conditions set forth by the supplier shall be borne by VSTECS. The cost of Product RMA returns to VSTECS for any other purpose shall be borne by the Purchaser.
- 7.3. Product RMA returns without cause shall be subject to a restocking fee of 15% of the Product value subject to all of the following conditions:
  - a) the original seal of the Product packaging has not been broken or tampered with;
  - b) the Product is not damaged, either visually or functionally;
  - c) the Product is in a sellable and tradable condition; andVSTECS reserves its sole right and discretion in assessing the conditions stated above.

## **8. ORDER CANCELLATIONS**

- 8.1. Purchaser shall not cancel an order which has been accepted by VSTECS unless otherwise agreed in writing by an authorised officer of VSTECS.
- 8.2. For back-to-back order and indent order Products where Purchaser's request for order cancellation has been accepted by VSTECS, such act must be exercised no shorter than twenty-one (21) calendar days from the date of Product shipment from the Supplier to VSTECS.
- 8.3. For specific customized Products or build-to-order Products, VSTECS may at its sole discretion grant an order cancellation request from the Purchaser provided always that the Purchaser shall be liable for fifty percent (50%) of the cancelled order value.
- 8.4. For specific customized Products or build-to-order Products where the Purchaser has paid a deposit value to VSTECS for the same, any cancellation of such orders shall result in complete forfeiture of the paid deposit by VSTECS.
- 8.5. Any indulgence granted by VSTECS to the Purchaser in any particular instance within Clauses 8.3 and 8.4 shall not constitute a waiver of such conditions.

## **9. DEFAULT OF PURCHASER**

- 9.1. Without prejudice to any of VSTECS' other rights under these T&C, if the Purchaser breaches any of these T&C, VSTECS may at its sole discretion and without any liability to the Purchaser;
- a) Withdraw any credit facilities to the Purchaser;
  - b) Refuse to supply Products and Services to the Purchaser; and
  - c) Terminate the business relationship and any existing agreement or arrangement with the Purchaser, without prior notice.

## **10. WARRANTIES**

- 10.1. Certain statutory provisions may impose or restrict certain conditions which cannot be excluded, limited or modified by VSTECS or the Supplier, therefore all clauses within this section are to be read subjected to those statutory provisions.
- 10.2. Products supplied by VSTECS to the Purchaser are covered by the Supplier's Warranty. Where so required, the Purchaser shall indicate the same to the end-user at all times.
- 10.3. Fulfillment of warranty claims shall be subject to the Supplier's process and procedures always. Unless VSTECS has been appointed as an authorised Service Representative or Agent of the Supplier for warranty events, all warranty claims shall be referred back to the Supplier or the Supplier's official Service Representative at all times.
- 10.4. Unless specifically so instructed by the Supplier, the Purchaser warrants that the purchase of Products from VSTECS is for the purposes of trade, and that the Purchaser is not acquiring the Products for internal, domestic or personal consumption.
- 10.5. Unless specifically so permitted by the Supplier, the Purchaser warrants that the purchase of Products from VSTECS shall be solely resold within the Territory only. The Purchaser shall wholly indemnify VSTECS arising from any breach of this clause at all times.
- 10.6. To the extent permitted by law, VSTECS' involvement for any Products found to be non-confirming shall be as a facilitator or coordinator between the Purchaser and the Supplier for any rectification, repair and replacement of the affected Products.

## **11. LIABILITY**

- 11.1. The Purchaser will be liable for all orders placed with VSTECS through the Purchaser's account, regardless of whether those orders were placed in accordance with the Purchaser's authorisations or instructions. It is the Purchaser's SOLE RESPONSIBILITY to ensure that its account is only accessed and used by authorised personnel pursuant to, and in accordance with, any limits on their authority, and safeguarded from misuse by authorised or unauthorised individuals.
- a) The Purchaser will defend, indemnify and hold harmless VSTECS, its related bodies corporate, affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, demands, proceedings, actions, liabilities, losses, damages, costs or expenses of any kind (including reasonable attorney's fees and disbursements) incurred or sustained as a result of, or arising out of, or relating to any actions taken by VSTECS regarding the Products at the request of, and consistent with, instructions provided by the Purchaser, the Purchaser's infringement of VSTECS' or any third party's intellectual property rights, any breach of these Terms or any acts or omissions of the Purchaser or its employees, related bodies corporate, affiliates or agents, arising from the manner in which the Purchaser markets and sells the Products, supply by the Purchaser of any goods or services for use in conjunction with or in relation to the Products, or any breach or alleged breach of any applicable laws or regulations relating to the storage, marketing or sale by the Purchaser of the Products.
- 11.2. Neither party shall be liable to the other party or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any indirect, incidental or consequential damages sustained or incurred by the other party, whether such liability arises directly or indirectly as a result of:
- a) any negligent act or omission or willful misconduct of such party or its employees or agents;

- b) any failure to deliver Products within a specified time period; availability and/or delays in delivery of Products; discontinuation of Productions, product lines or any part thereof; cancellation of any orders by the Purchaser;
- c) the supply, performance or fit-for-use of any Products or Services;
- d) the supply or performance of any services provided by a third party who is not an agent of VSTECS; and
- e) any breach of VSTECS' obligations under these terms.

The limitation of liability provided herein shall not apply to the Purchaser's obligations stated in all other clauses contained in this T&C.

11.3. In no event shall VSTECS' liability exceed the amount of value paid by the Purchaser to VSTECS within the last twelve (12) months and/or with the reduced amount which the Purchaser has contributed to the loss or damage.

## **12. FORCE MAJEURE**

12.1. If the performance of VSTECS is hindered, restricted or prevented by any acts of God, pandemic, riots, strikes and civil commotions, supply chain interruptions, breakdown of plant, electrical blackouts, telecommunications outages, or any other causes beyond the control of VSTECS, VSTECS will give notice of such cause to the Purchaser. VSTECS shall not be held in default of its obligations hereunder or held liable for any non-deliverable of Products or Services. If the duration of such events exceed sixty (60) days, either party may give notice to terminate any affected orders without incurring any penalty. The Purchaser remains obligated for all payments due for Products that have been delivered at all times.

## **13. CONFLICT OF INTEREST**

13.1. The Purchaser hereby declares that it is not aware of any potential or actual conflict of interest ("COI") and promptly undertakes to disclose to VSTECS, any potential or actual COI situation as soon as it is aware of the same.

13.2. For the purposes of this T&C, a COI arises if:

- a) any of the Purchaser's employee, company director, or shareholder is employed within VSTECS;
- b) any of the Purchaser's employee, company director, or shareholder is an immediate family member of an employee of VSTECS;
- c) any of the Purchaser's employee, company director, or shareholder is in any way related to an employee of VSTECS;
- d) the Purchaser is an entity owned or controlled by an employee of VSTECS;
- e) the Purchaser is an entity owned or controlled by an immediate family of an employee of VSTECS;
- f) the Purchaser has a prior standing agreement or contract of any nature with an employee of VSTECS;
- g) the Purchaser has a prior standing agreement or contract of any nature with an entity owned by an employee of VSTECS; and
- h) the Purchaser has any relation or affiliation with an employee of VSTECS in any manner whatsoever that falls within the generally accepted term of related-party-transactions defined in existing statute or law.

The term "immediate family member" means spouse, children (both step and biological), siblings, siblings-in-law, parents and parents-in-law.

## **14. TRADE RESTRICTIONS AND SANCTIONS IMPOSED BY SUPPLIER OR SUPPLIER'S COUNTRY OF ORIGIN**

14.1. Purchaser shall be solely responsible in ensuring compliance in the resale and use of the Products within the terms, conditions and restrictions imposed by the Supplier, or the Supplier's country of origin ("SCOO").

14.2. Where the Purchaser is the subject of sanction or blacklist by the Supplier or the SCOO, VSTECS reserves the right to refuse sale the Purchaser. Furthermore, unless specifically stayed by a court of competent jurisdiction, VSTECS reserves the right of disclosure to the Supplier the historical purchase records between the Purchaser and VSTECS.

14.3. Where the Supplier or the SCOO imposes any limitations on resale, terms of use, or any other restrictions, the Purchaser shall fully comply with the said restrictions at all times and wholly indemnify VSTECS arising from the Purchaser's breach of such terms.

## 15. GENERAL TERMS

15.1. The parties agree that each instance of a purchase order and delivery forms a separate contract on the presently current version of VSTECS' Terms and Conditions of Sale. It is the sole responsibility of the Purchaser to keep informed on the latest version of this T&C, which is made accessible on VSTECS' website link: <https://www.vsteecs.com.my/> at all times. The latest version of this T&C shall supersede all previous versions.

15.2. All notices and forms of communications that either party may desire shall be given in writing either by mail to:

VSTECS Astar Sdn. Bhd. / VSTECS Pericomp Sdn. Bhd. / VSTECS KU Sdn. Bhd.

Lot 3, Jalan Teknologi 3/5, Taman Sains Selangor, Kota Damansara, 47810 Petaling Jaya, Selangor, Malaysia

Attn.: General Manager or Assistant General Manager

Or via e-mail to General Manager or Assistant General Manager in VSTECS at [gm@vsteecs.com.my](mailto:gm@vsteecs.com.my) effecting the same.

15.3. VSTECS reserves the right to vary, amend, include or omit any part of this T&C which shall then take effect on the date of availability of the new T&C being made available on VSTECS' website.

15.4. VSTECS reserves the right to disclose information relating to the Purchaser's business activities with VSTECS as part of VSTECS' obligations to the Supplier under the same or similar requirements. The Purchaser is obligated to provide information to the Supplier or any body authority of the SCOO in compliance and controls related to the following:

- US Foreign Corrupt Practices Act;
- UK Bribery Act;
- Malaysia Anti-Money Laundering Act;
- Malaysia Anti-Corruption Commission Act,

and the Purchaser shall retain such transaction records up to seven (7) years for the purposes of disclosure under the above statutes.

15.5. The Purchaser agrees that any failure, delay or specific indulgence granted by VSTECS to exercise VSTECS' rights in this T&C does not constitute a waiver of the same.

15.6. The Purchaser shall not assign or novate its rights obligations under this T&C. VSTECS may assign any purchaser order received from the Purchaser to any third party by giving notice to the Purchaser in which the consent is then deemed to have been obtained.

15.7. This T&C shall be construed, interpreted and otherwise governed and enforced under the laws of Malaysia. Both parties hereby agree to submit to the Courts of Malaysia. The *United Nations Convention on Contracts for the International Sale of Goods* and the *International Commercial Terms (INCOTERMS)* shall NOT apply to this T&C.

15.8. The T&C stated in this document and any other documents referenced to shall constitute the entire agreement about VSTECS' sale of Products and Services to the Purchaser and shall override and supersede all prior understandings, arrangements and agreements. UNLESS EXPRESSEDLY AGREED IN WRITING AND EXCEPT AS PROVIDED IN CLAUSE 14, ANY INCOMPATIBLE OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR ANY OTHER DOCUMENT SUBMITTED BY THE PURCHASER ARE HEREBY EXPRESSLY REJECTED AND SHALL HAVE NO FORCE OR EFFECT.

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