

DOMINANT Opto Technologies

SALES TERMS AND CONDITIONS

Unless otherwise specifically agreed to in writing by Seller, these Sales Terms and Conditions shall apply to any and all orders placed by Buyer for products sold by Seller. In these sales terms and conditions, "Seller" is the DOMINANT Opto Technologies designated in Seller's order acknowledgement and "Buyer" is the party to whom Seller's order acknowledgement is addressed.

1. **ACCEPTANCE OF ORDERS.** Seller's acceptance of all orders and all offers and sales by Seller are subject to and expressly conditioned upon Buyer's assent to the terms and conditions of this Agreement. This Agreement consists of these sales terms and conditions, Seller's official quotation, and Seller's order acknowledgement. Buyer's acceptance of any offer by Seller must be made on such terms and conditions exactly as offered by Seller. Any of Buyer's terms and conditions in any purchase order or otherwise referenced which are different from or in addition to those contained in this Agreement are expressly rejected by Seller and shall be of no effect unless specifically agreed to in writing by Seller. Commencement of performance or shipment shall not be construed as acceptance of any of Buyer's terms and conditions which are different from or in addition to those contained in the Agreement. If a contract is not earlier formed by mutual agreement in writing, acceptance by Buyer of products or services furnished by Seller pursuant hereto shall be deemed Buyer's assent to all of the terms and conditions of this Agreement.

This Agreement shall be governed by the laws of the Malaysia, as if made and to be performed entirely within such state.

2. **ORDERS AND PRICES.** Proposals for Seller to supply products to Buyer are as written in Seller's official quotation. **Orders may not be cancelled or modified, either in whole or part, without Seller's express written consent.** If Seller consents to any order modification or cancellation, it may impose an order modification or cancellation fee. All prices are as stated in Seller's official quotation and specifically override any prices referenced in Buyer's purchase order. **The prices stated in this Agreement do not include transportation, insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction. All applicable taxes will be paid by Buyer, unless Buyer provides Seller with appropriate tax exemption certificates.** If Buyer requests that Seller ship products to Buyer's customer, Buyer must provide Seller with a valid resale certificate or other valid exemption certificate for its customer, and Buyer hereby indemnifies Seller for all taxes, costs, fees, expenses, penalties, and other charges if Buyer cannot provide adequate evidence that it remitted the applicable sales tax to the destination state. Any amounts paid at any time by Seller that are the responsibility of Buyer shall be invoiced to Buyer and promptly reimbursed to Seller. All prices and other terms are subject to correction for typographical or clerical errors.
3. **RESCHEDULING/CANCELLATION OF PURCHASE ORDER (a) Cancellation** - Acknowledged order(s) are not allowed to be cancelled within four (4) weeks prior to confirmed delivery. Unless otherwise agreed between the parties, if order(s) is cancelled less than eight (8) weeks prior to confirmed delivery date, Seller reserves the right to impose a penalty charge of 50% of the value of the order(s) on the Buyer. (b) **Rescheduling** - Acknowledgement order(s) maybe rescheduled no less than one (1) week ahead the confirmed delivery date specified by Seller. The rescheduled delivery date may be not later than ninety (90) days after the original delivery date. Rescheduling is only allowed once and no cancellation is allowed for rescheduled Orders. Notwithstanding the foregoing, Buyer shall not cancel customized specific devises (CSxxxx) without written consent of Seller.
4. **TERMS OF PAYMENT.** Seller shall invoice Buyer upon shipment of each order. Such invoice shall be due and payable by Buyer within the agreed payment term in which the invoice was issued. Buyer shall pay for products upon delivery, unless a different time for payment is specified in the order acknowledgement (in which case payment shall be due at the time so specified). Each shipment of products shall be considered a separate and independent transaction and payment for each shipment shall be due accordingly.

Seller may, at its option, elect to extend credit to Buyer. If Seller extends credit to Buyer, invoices for products will be issued upon shipment of the products. Payment shall be due in full within thirty (30) days from the invoice date unless otherwise agreed to in writing by Seller. Seller reserves the right to change the amount of or withdraw any credit extended to Buyer at any time.

All payments shall be in the currency as prescribed in Seller's written quotation unless otherwise agreed to in writing by Seller. There are no discounts for early payment. Amounts not paid when due shall be subject to interest at the rate of one and one-half percent (1½%) per month or, if less, the maximum rate permitted by law.

In the event of the bankruptcy or insolvency of Buyer, or the filing of any proceeding by or against Buyer under any bankruptcy, insolvency, or receivership law, or in the event Buyer makes an assignment for the benefit of creditors, Seller may, at its election and without prejudice to any other right or remedy, exercise all rights and remedies granted Seller in this Agreement. .

5. **DELIVERY, TITLE, AND RISK OF LOSS.** The delivery lead-time is six (6) to eight (8) weeks (typical) upon the purchase order(s) being received and acknowledged by Seller. Unless otherwise agreed to in writing by Seller, products shall be shipped EXW Seller's manufacturing facilities or inventory hub (Incoterms 2000) to any location designated by Buyer and shall be deemed delivered to Buyer when delivered to the transportation company at the shipping point. Seller reserves the right to ship products freight collect when Buyer is responsible for freight charges. If special routing or expedited transportation is requested, Buyer is responsible for all additional expense. Unless otherwise agreed to in writing by Seller, Buyer is responsible for insurance against loss or damage in transit (which Seller may obtain at Buyer's written request) and sales, use, excise or other applicable taxes, duties, fees, and assessments imposed by any jurisdiction. Seller hereby reserves, and Buyer hereby grants to Seller, a purchase money security interest in all products purchased under this Agreement, together with all proceeds thereof, including insurance proceeds. Such security interest secures all of Buyer's obligations arising under this Agreement, and any other agreements between Buyer and Seller, until all amounts due Seller hereunder have been paid in full. Buyer agrees upon Seller's request to sign appropriate financing statements evidencing Seller's security interest.

Subject to the security interest reserved to Seller, title, and risk of loss and/or damage to products shall pass to Buyer upon delivery of the products to the transportation company at the shipping point. Confiscation or destruction of or damage to products shall not release, reduce or in any way affect the liability of Buyer. In the event Buyer rejects or revokes acceptance of any products for any reason, all risk of loss and/or damage to such products shall nonetheless remain with Buyer unless and until the same are returned at Buyer's expense to such place as Seller may designate in writing. All products must be inspected upon receipt and claims filed by Buyer with the transportation company when there is evidence of shipping damage, either concealed or external.

6. **PERFORMANCE.** Seller will make a reasonable effort to observe the dates specified herein or such later dates as may be agreed to by Buyer for delivery or other performance, but Seller shall not be liable for any delay in delivery or failure to perform due to acceptance of prior orders, strike, lockout, riot, war, fire, acts of God, accident, pandemic disease, delays caused by any subcontractor or supplier or by Buyer, technical difficulties, failure or breakdown of machinery or components necessary for order completion, inability to obtain or substantial rises in the price of labor or materials or manufacturing facilities, curtailment of or failure to obtain sufficient electrical or other energy supplies, or compliance with any law, regulation, order or direction, whether valid or invalid, of any governmental authority or instrumentality thereof, or due to any circumstances or any causes beyond its reasonable control, whether similar or dissimilar to the foregoing and whether or not foreseen. As used herein, "performance" shall include, without limitation, shipment, delivery, assembly, testing and replacement, as applicable.

Buyer agrees that any delay in delivery or failure to deliver or perform any part of this Agreement shall not be grounds for Buyer to terminate or refuse to comply with any provisions hereof and no claim or penalty of any kind shall be effective against Seller for such delay or failure; provided, however, that if the delay or failure extends beyond six (6) months from the originally scheduled date either party may, with written notice to the other, terminate this Agreement without further liability for the unperformed part of this Agreement.

7. **ACCEPTANCE.** All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller within sixty (60) days of delivery or performance thereof. Notwithstanding the foregoing, any use of a product by Buyer, its agents, employees, contractors, or licensees, for any purpose, after delivery thereof, shall constitute acceptance of that product and associated services by Buyer.

Invoiced overages and product shortages must be reported within 60 days of invoice date. **Any discrepancy not reported within 60 days will not be considered for an adjustment.**

8. **DEFAULT AND TERMINATION.** Buyer may terminate this Agreement if Seller materially defaults in the performance of its obligations hereunder and fails to cure such default within sixty (60) days after written notice thereof from Buyer. Such termination shall be Buyer's sole remedy in the event of a default by Seller.

Buyer shall be deemed in material default under this Agreement if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel this Agreement prior to delivery or refuses delivery or otherwise fails to perform any of its obligations hereunder or fails to pay Seller any sums due under any other agreement or otherwise. In the event of a material default by Buyer, Seller may, upon written notice to Buyer, (1) suspend its performance and withhold shipments, in whole or in part, (2) terminate this Agreement, (3) declare all sums owing to Seller immediately due and payable, and/or (4) recall products in transit, retake same and repossess any products held by Seller for Buyer's account, without the necessity of any other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Seller, provided that Buyer is given credit therefor. Exercise of any of the foregoing remedies by Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Seller under this Agreement).

9. **PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS.** Seller will defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that the design or manufacture of products furnished hereunder which were manufactured and specifications infringe any patent issued as of the date of shipment. Seller will pay all damages and costs based on such claim of infringement which are finally awarded against Buyer in any such suit or proceeding or paid by way of settlement, but Seller shall have no liability whatsoever with respect to any settlement made by Buyer without Seller's prior written consent, which Seller may withhold in its sole discretion. If such products are held to infringe any patent and their use or sale is enjoined, or if in the opinion of Seller such products are likely to become the subject of such a claim of infringement, Seller may, in its sole discretion and at its own expense, either procure a license which will protect Buyer against such claim without cost to Buyer, replace such products with non-infringing products, or require return of such products and refund an equitable portion of the price paid by Buyer to Seller for such products.

The foregoing states Seller's sole liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights. Seller shall have no liability for any claim of infringement or damages based on a combination of products furnished under this Agreement with products, equipment or materials not furnished hereunder, or based upon any items made with the products furnished under this Agreement.

10. **Limited Warranty.** Seller warrants that the products shall be manufactured in accordance with good manufacturing practices, shall conform to specifications, and shall be free of defects of workmanship. SELLER GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller shall at its sole discretion re-test and/or replace the reported faulty products. If the replacement products fail within a reasonable period of time, Buyer is entitled to request price reduction or to cancel the relevant purchase contract and request Seller to take back the products delivered (under such purchase contract) and to reimburse the purchase price. In the latter case, Buyer will supply all identifying shipping documents and use for return shipment Seller's original packing in order to avoid any deterioration of the goods. In addition, Buyer will enclose supporting data detailing the nature of the defect. The warranty period shall be twelve (12) months starting on the date the risk of loss or damage has passed onto Buyer according to Section 5. No warranty extended by Seller shall apply to any goods which have been modified or altered by persons other than Seller's authorized personnel; to goods that are defective due to misuse, neglect, improper installation, soldering or accident; or to goods sold as "used". This warranty is made on condition that immediate written notice of any defect be given to Seller and Seller's inspection reveals that the Buyer's claim is valid under the terms of this warranty. No returns will be accepted by Seller unless accompanied by a Seller's Return Material Authorization number.

Seller's products are not designed or intended for use in online control of aircraft, air traffic, aircraft navigation or aircraft communications; in the design, construction, operation or maintenance of any nuclear facility; or in the design, construction, operation or maintenance of any applications intended to support or sustain life where personal injury or death may occur. Seller disclaims any express or implied warranty of fitness for such uses.

11. **LIMITATION OF LIABILITY AND CLAIMS.** Seller assumes liability for any personal injury or property damage that has been directly caused by the products without any modification or misuse, and used based on the written instructions of Seller. The remedies in this Agreement are Buyer's sole and exclusive remedies. To the extent Seller is held legally liable to Buyer hereunder (including without limitation with respect to Section 9), Seller's liability is limited to the lesser of (a) amounts paid to Seller under the relevant purchase contract. and (b) U.S. \$100,000 (whichever the lower). In no event will Seller or its subsidiaries, affiliates, subcontractors and suppliers be liable for any of the following: (a) actual loss or direct damage that is not listed above; (b) damages for loss of data, or software restoration; (c) damages relating to Buyer's procurement of substitute products or services (i.e., "cost of cover"); or (d) indirect, incidental, punitive, special or consequential damages, including downtime costs and lost profits or revenues. Apart from warranties and liabilities expressly stipulated in this Agreement, Seller disclaims all liability regardless of the cause in law.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements, and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. Notwithstanding the foregoing, parties may enter into separate agreement(s) which shall prevail over this Agreement.
13. **ATTORNEY'S FEES.** In the event of default in payment of the purchase price or any part thereof, Buyer agrees to pay Seller's expenses, including reasonable attorney's fees and expenses, incurred by Seller in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.
14. **ARBITRATION.** Any controversy or claim (including, without limitation, any claim based on negligence, misrepresentation, strict liability, or other basis) arising out of or relating to this Agreement or its performance or breach, which involves an amount in excess of \$50,000 (exclusive of interest and costs), shall be settled by arbitration in accordance with the Rules of Arbitration of the Kuala Lumpur Regional Centre for Arbitration, if arbitration is demanded by either party. The location of the arbitration shall be the City of Kuala Lumpur, Malaysia. The decision in such arbitration shall be final and binding and any award rendered thereon may be entered in any court having jurisdiction.
15. **ASSIGNMENT.** Buyer shall not assign or transfer any rights or claims under this Agreement without the prior written consent of Seller, and any purported assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.
16. **EXPORT CONTROL.** Seller's export of the products, and any technical information related thereto, may be subject to Malaysia and/or other national or international (e.g., UN) laws and regulations controlling the export and re-export of technical data and products, or limiting the export of certain products to specified countries (e.g., embargo regulations). Seller shall not be obligated under these Sales Terms and Conditions to export, transfer or deliver any products or related technical information to Buyer if prohibited by applicable law or until all necessary governmental authorizations have been obtained. Seller shall not be liable under these Sales Terms and Conditions for any expenses or damages resulting from failure to obtain or delays in obtaining any required government authorizations. Buyer shall comply fully with all export administration and control laws and regulations of the Malaysian government and/or other national or international (e.g. UN) laws and regulations as may be applicable to the export, re-export, resale, or other disposition of any products purchased from Seller.
17. **PRODUCT SAFETY.** Buyer shall comply fully with all applicable safety-related industry standards and laws, rules, and regulations of any governmental body having jurisdiction to regulate the distribution or sale of products sold pursuant to this Agreement. Buyer shall obligate all persons and entities buying such products from Buyer to comply with such industry standards, laws, rules, or regulations applicable to such person or entity. Buyer shall defend and hold Seller harmless against any expense, loss, costs, or damages relating to any claimed failure by Buyer to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from products manufactured by Buyer which incorporate the products supplied by Seller.
18. **RETENTION OF ENVIRONMENTAL ATTRIBUTES.** Unless otherwise agreed to in writing by Seller, Seller retains all rights and interests, free and clean of any claims, liens, and encumbrances in favor of Buyer, in and to all environmental attributes that may be associated with the products sold under this Agreement.

19. **ANTI BRIBERY AND ANTI CORRUPTION.** Each party agrees to adhere to and comply with any and all applicable international anti-corruption laws and regulations, including, but not limited to those in Malaysia, the Malaysian Anti-Corruption Commission Act 2009, and any amendments and regulations relating to such laws, in addition to Dominant's internal corporate ethics policies and D & O Green Technologies Berhad's (Dominant's Holding Company) Anti-Bribery and Corruption Framework. No directors, officers, agents, or employees, or any individual or entity acting on behalf of either party (together with such Party, the "Party Representatives"), shall offer or give anything of value, or that may be perceived as valuable, to a public official or any other individual for the purpose of influencing any act, securing any improper advantage, or obtaining/retaining business. No Party Representative may receive or accept anything of value, or that may be perceived as valuable, for the purpose of influencing any act, securing an improper advantage, or obtaining/retaining business. Either party may, after serving prior written notice to the defaulting party, proceed to terminate this agreement if it has received prima facie evidence or proof that the defaulting party has failed to comply with the provisions of this clause, including any non-compliance of such laws and regulations.
20. **GENERAL.** No modification, amendment, rescission, waiver, or other change in this Agreement shall be binding on Seller unless agreed to in writing by Seller. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision herein. Failure or delay on the part of either party to exercise any right, power, privilege, or remedy herein shall not constitute a waiver thereof. The section headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation of this Agreement.