

General Sales Terms and Conditions

Effective 1 April 2021

1. GENERAL

- (a) The general sales terms and conditions set out below (“**Terms and Conditions**”) apply to the sale of Goods (as defined below) specified and form an integral part of the Quotation (as defined below) and shall be binding on Buyer (as defined below).
- (b) These Terms and Conditions together with the Quotation and any documents incorporated herein by reference constitute the entire understanding and agreement between I.C.E. and Buyer and are binding and supersede and replace any prior understandings, agreements, negotiations, representations, warranties, communications, terms or conditions endorsed on, delivered with, or contained in Buyer's requests for quotation, Buyer's terms and conditions of purchase (if any) and/or other document.
- (c) In the event of any inconsistency or conflict between the Quotation and these Terms and Conditions, the terms in the Quotation shall prevail to the extent of such inconsistencies.
- (d) Any other conditions or variation of these Terms and Conditions or to the term, scope, conditions or specifications of the Quotation proposed by the Buyer only applies if expressly and mutually agreed upon in writing and executed by a duly authorised signatory on behalf of I.C.E. and Buyer.
- (e) The Quotation together with these Terms and Conditions will be deemed accepted by the Buyer upon the Buyer making, signing, or delivering to I.C.E. a Purchase Order (as defined below). Such acceptance shall be deemed acknowledgement, confirmation of understanding (of the content herein) and agreement to be bound by these Terms and Conditions, at which point the Contract (as defined below) shall come into existence.
- (f) The Buyer may not delegate and/or assign its duties or rights hereunder without the prior express written consent of I.C.E.
- (g) In these Terms and Conditions, unless the context otherwise requires:
 - (i) the headings, titles and index of the Quotation and these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions;
 - (ii) words in the singular include the plural and vice versa;
 - (iii) a reference to a ‘party’ means either I.C.E. or the Buyer and includes that Party's personal representatives, successors and permitted assigns and a reference to “parties” means I.C.E. and the Buyer collectively; and
 - (iv) references to clauses are to clauses of these Terms and Conditions.

2. DEFINITION

In these Terms and Conditions, unless the context otherwise requires:

“**Buyer**” means the party to whom any Quotation is made, any person offering to Contract with I.C.E. on these Terms and any person who purchases Goods from I.C.E.;

“**Contract**” means the contract for the sale or supply of Goods between I.C.E. and the Buyer upon and subject to these Terms and Conditions;

“**Goods**” means all Products and/or Services agreed to be supplied by I.C.E. to the Buyer under the Contract;

“**I.C.E.**” means International Chemicals Engineering Pty Ltd and its agents, servants and employees and any related bodies corporate as defined in the Competition and Consumer Act 2010 (**Australian Consumer Law**);

“**Products**” means the products that I.C.E. is to supply to the Buyer as specified in the Quotation;

“**Purchase Order**” means the purchase order issued by the Buyer in respect of the sale or supply of Goods;

“**Quotation**” means any quotation issued by I.C.E. in respect of the sale or supply of Goods and includes any amendment or reissue of the same at any time and from time to time, and forms an integral part of the Contract; “**Quoted Date**” means the date of delivery of the Products and/or performance of the Services as agreed between the Buyer and I.C.E.; and

“**Services**” means the services that I.C.E. is to perform as specified in the Quotation.

3. STATUTORY PROVISIONS

The supply of Goods under these terms and conditions is governed by the law of the State of Victoria and I.C.E. and the Buyer submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

4. WARRANTIES

Subject to the provisions of the Australian Consumer Law, I.C.E.'s sole and exclusive warranty is that, at the time of delivery:

- (a) the Products supplied and comply with manufacturers' standard chemical and physical specifications;
 - (b) that any Products supplied in liquid form hereunder satisfy compositional standards per manufacturer recommendations;
- I.C.E. MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- (c) ICE's liability for breach of sub-clause 4 (a) or (b) or a condition or warranty implied into this Contract by law including without limitation, the Statutory Provisions of the Australian Consumer Law, is limited to any one of the following as determined by ICE:
 - (i) The replacement of the Products;
 - (ii) The rectification of the Products; or
 - (ii) The refund of the invoice price paid by the Buyer for the portion of the Products which are defective.

The Buyer will examine or test the Products for defects and shall notify I.C.E. of any defects in writing within 30 days of delivery of the Products. If the Buyer does not notify I.C.E. within 30 days of delivery, the Buyer shall be deemed to have accepted the Products. To the extent the law permits and notwithstanding any other clause of these Terms and Conditions, I.C.E. excludes all liability whatsoever to the Buyer arising out of or in any way connected in contract, tort or otherwise for consequential, liquidated, special, incidental, contingent or indirect losses or damages of any kind whatsoever including but not limited to, pure economic loss, loss of profit, loss of contracts, or loss of turnover. Consequential or indirect losses will be taken to include but not be limited to any loss of income, profit or business; in the nature of the overhead costs; and of goodwill or

reputation. Notwithstanding anything to the contrary in any document or agreement relating to the sale and provision of the Goods, I.C.E.'s liability resulting from the sale and provision of the Goods shall not under any circumstances exceed 100% of the invoiced amount in respect of the Goods in question. These warranties survive any delivery, inspection, acceptance or payment.

5. ADVICE

The Buyer hereby acknowledges that it has not relied on any service involving skill or judgement, or on any advice, recommendation, information or assistance provided by I.C.E. in relation to the Goods or their use or application.

6. CHANGE ORDER AND CANCELLATION

(a) The Buyer may initiate changes by issuing to I.C.E. a written notice ("**Change Order**") that alters, add to, or deducts from the Products and/or Services, but that are otherwise subject to these Terms and Conditions within 1 week from the date of issuance of the Purchaser Order. Change Order(s) issued after this timeframe are subject to prior written approval of I.C.E. and I.C.E.'s manufacturers.

(b) Where the Quotation has been accepted by the Buyer, it shall not be cancelled by the Buyer except with the agreement in writing of I.C.E. and the Buyer shall indemnify I.C.E. in full against all losses (including loss of profit and other consequential and indirect costs whatsoever and howsoever incurred or suffered or to be incurred or suffered), costs (including without limitation, the cost of all labour and materials used), claims, damages, charges and expenses incurred or suffered or to be incurred or suffered by I.C.E. as a result of any cancellation by the Buyer.

7. DELIVERY AND PERFORMANCE

(a) Subject to I.C.E.'s written confirmation to Buyer to accept the Buyer's Purchase Order, I.C.E. will make all reasonable efforts to have the Goods delivered to and/or perform the Services at the location and on the date(s) agreed between I.C.E. and the Buyer as the Quoted Date, but I.C.E. shall not be liable for any failure to deliver or delay in the delivery for any reason whatsoever.

(b) Delivery of the Products shall be made in accordance with INCOTERMS 2020 as specified in the Quotation, at the Buyer's named facility as agreed by the parties, unless otherwise specified and agreed by the parties in writing. If I.C.E. does not receive forwarding instructions sufficient to enable it to despatch the Products within 14 days of notification to the Buyer that they are ready, the Buyer shall be deemed to have taken delivery of the Goods from such date and Buyer shall be liable for any and all storage charges payable monthly on demand until the date of physical delivery of the Products to the Buyer.

(c) Unless otherwise stated hereunder, the Services shall be deemed delivered by I.C.E. only on completion of the performance of the Services at the location specified in the Quotation. Where Services are being provided on property or premises occupied by the Buyer, I.C.E. and shall comply with all the Buyer's safety regulations and procedures and all international, national and local law, regulations and guidelines in relation to I.C.E.'s employees engaged for the Services.

(d) The Buyer shall provide I.C.E. with full and unfettered access to the location specified in the Quotation where the

performance of the Services shall be carried out. The Buyer shall ensure such location is a safe work place and is in compliance with all applicable health, safety and environmental ("**HSE**") laws, rules and regulations applicable to the Services. I.C.E. shall have the right to prohibit commencement of the Services and/or delivery of the Products or to stop any Services and/or delivery of Products in progress on HSE ground(s) if (without limitation) materials, construction equipment, the Buyer's personnel (whether procured by the Buyer from third parties or employed by the Buyer) or work conditions are considered to be unsafe or not in compliance with applicable HSE laws, rules and regulations. Buyer shall save, defend, indemnify and hold harmless I.C.E. against any and all costs, expenses, claims, losses, damages and liability incurred by I.C.E., as a result of breach of this sub-clause 7 (d) including for any delays or actions taken or required which arise in any way in connection with this sub-clause and/or stoppage of the Services.

8. RISK OF LOSS

Unless otherwise specified hereunder, in the Quotation or as mutually agreed in writing, all risk in and to the Products, including risk of loss of the Products purchased shall pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer in accordance with INCOTERMS 2020 as specified in the Quotation, at the Buyer's named facility unless otherwise specified and agreed by the parties in writing.

9. TITLE

(a) Title in and to the Products shall not pass to the Buyer until payment in full for all Products is made.

(b) The Buyer acknowledges that until title in and to the Products passes to the Buyer in accordance with this clause 9, the Buyer holds the Products as bailee of I.C.E. and that a fiduciary relationship exists between the Buyer and I.C.E.

(c) Until title in and to the passes to the Buyer in accordance with this clause 9 ("**Storage Period**"), the Buyer shall store the Products separately and, in such premises, and manner as agreed by I.C.E. and ensure that they are clearly identified as the property of I.C.E. for the Storage Period. I.C.E. shall be entitled at any time until title in and to the Products passes to the Buyer to demand the return of the Products and shall be entitled without notice to the Buyer and without liability to the Buyer to enter any premises occupied by the Buyer in order to search for and remove the Products. For the Storage Period, the Buyer shall be liable for and shall indemnify I.C.E. in full against all losses (including damage, total loss, destruction, loss of profit and other consequential and indirect costs whatsoever and howsoever incurred or suffered or to be incurred or suffered), costs (including without limitation, the cost of all labour and materials used), claims, damages, charges and expenses incurred or suffered or to be incurred or suffered by I.C.E. as a result of the Buyer storing the Products.

(d) The Buyer acknowledges that it shall not sell the Products before title in and to the Products has passed to the Buyer in accordance with this clause 9.

10. PRICE

Unless otherwise agreed in writing, the price charged for the Goods shall be the price as stated on the face of the Quotation.

11. FORCE MAJEURE

I.C.E. shall not be liable to the Buyer for any delay, suspension or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of I.C.E., without I.C.E.'s fault or negligence, and which by its nature could not have been foreseen by I.C.E. ("**Force Majeure Event**"). Force Majeure Events include (without limitation) acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, actions from I.C.E.'s suppliers/principals, pandemic or epidemic (of any proportion), war, invasion, terrorist acts, riots, lockouts, strike, labour difficulties, inability to obtain any necessary materials, equipment, facilities or services, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network, or embargoes. I.C.E. will as soon as reasonably practicable give written notice to the Buyer if I.C.E. is declaring a Force Majeure Event and stating the details of the Force Majeure Event. If a Force Majeure Event prevents I.C.E. from performance for a continuous period of more than 7 business days, I.C.E. may suspend performance totally or partially or I.C.E. may terminate the Contract or vary the terms of the Contract, in whole or in part immediately by giving written notice to the Buyer and except for the obligation by the Buyer to make payments for amounts due and payable prior to the force majeure notice. For the purpose of this clause 11, "business day" shall mean the day I.C.E. is open for business and operation.

12. PAYMENT AND DEFAULT BY BUYER

- (a) Subject to sub-clause 12(c) hereof and unless otherwise agreed in writing, I.C.E. shall invoice the Buyer for the Goods and all accounts shall be payable within 30 days from the date of I.C.E.'s invoice, or as otherwise identified on any statement of account issued by I.C.E. If the payment becomes overdue, the Buyer shall owe and pay interest as of the date after the date such payment was due and payable and shall accrue such interest until such payment is made at the rate of either (a) 1.5% per month; or (b) at the maximum rate allowed by applicable law.
- (b) If any of the events set out in paragraphs (i) to (vii) below occur, in addition to Clause 12 (a) above, I.C.E. may at its option cancel or delay or defer further deliveries of any Products and/or performance of its obligations or cancel the Contract or any other contract with Buyer (Buyer remaining liable for damages) until the default is remedied (in which event, if I.C.E. elects, such contract shall be deemed extended for a period of time equal to that during which deliveries are deferred), or I.C.E. may unilaterally change payment terms and/or credit limits for future deliveries of the Products and/or Services (and I.C.E. accepts no liability or responsibility for any and all loss, costs, damages, claims and expenses, howsoever arising incurred by the Buyer due to the operation of this Clause) without liability and without demand or notice of any kind and without prejudice to any other action or any other remedy of I.C.E. which I.C.E. has or might otherwise have and all moneys owing and outstanding to I.C.E. on any account whatsoever and irrespective of whether the due date on any statement of account has occurred or passed shall become immediately due and payable:
- (i) The Buyer makes default in any payment as set out hereunder or is unable or states that it is unable to pay its debts as and when they fall due

or defaults in the performance of any other obligation, term or condition of any contract with I.C.E., including as set out in these Terms and Conditions;

- (ii) The Buyer shall make an assignment for the benefit of creditors;
- (iii) In the event of a commencement of proceedings by or against the Buyer involving bankruptcy, receivership, insolvency, reorganization or arrangement;
- (iv) The Buyer being an individual has a controller or trustee appointed in respect of the Buyers estate or any part of the Buyers property or assets;
- (v) The Buyer being a company executes a deed of company arrangement or passes a resolution for its winding up or enters into liquidation or has an application for winding up filed by or against it;
- (vi) A receiver or receiver and manager, controller or administrator is appointed over any part of the property or assets of the Buyer;
- (vii) The Buyer experiences any analogous event having substantially similar effect to any of the events specified above.
- (c) In the event that I.C.E. shall cancel the Contract as set out in this Clause 12, the Buyer shall indemnify I.C.E. in full against all loss (including without limitation loss of profit and other consequential and indirect cost whatsoever and howsoever incurred or suffered or to be incurred or suffered), costs (including without limitation, the cost of all labour and materials used), claims, damages, charges and expenses incurred by I.C.E. as a result of such cancellation.
- (d) Buyer shall pay for all attorney's fees and costs incurred by I.C.E. in any efforts or attempts to collect amounts due and owing by the Buyer to I.C.E.
- (e) Notwithstanding sub-clause 12(a) hereof I.C.E. may at all times in its sole and unfettered discretion and without being under any duty or obligation to assign reasons therefore review, alter or terminate the Buyers credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of I.C.E. shall be final and I.C.E. accepts no liability or responsibility for any loss, howsoever arising incurred by the Buyer due to the operation of this clause.
- (f) Under no circumstances shall the Buyer withhold any amount because of a disputed claim of any nature.

13. PACKAGING

- (a) The Products will be delivered in Semi-Bulk Containers (SBCs) and Intermediate Bulk Containers (IBCs) and on portable pallets and must not be used for any other commodity other than that contained therein at the time of delivery and thereafter. The SBCs and IBCs in which Products are delivered shall remain the property of I.C.E. and will be deemed to be in the Buyer's custody, care and control until returned and received by I.C.E. at I.C.E.'s designated facility.
- To the extent the law permits, all risks whatsoever associated with the custody, care and control of abovementioned packaging by the Buyer, rests with the Buyer absolutely and the Buyer shall be liable for and agrees to indemnify I.C.E. in respect of any such packaging that is not returned in good order and condition to I.C.E. within one month of delivery of the Products.

14. INDEMNITIES

Save as otherwise provided hereunder, the parties shall save, defend, indemnify, and hold harmless the other party and the other

party's parent company, its subsidiaries, affiliates, successors, assigns, manufacturers, contractors, customers, financiers and its and their respective directors, officers, representatives, shareholders, and employees against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder arising out of or occurring in connection with a party's performance of its obligations hereunder or a party's negligence, misconduct or breach of the terms of the Contract.

15. GENERAL LIEN

In addition to any right of lien to which I.C.E. may be entitled under common law, I.C.E. shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all Goods supplied by I.C.E. to the Buyer.

16. SEVERANCE AND WAIVER

(a) If any term or provision of the Quotation, these Terms and Conditions and/or their application to any person or circumstance is found to be or becomes invalid, illegal or unenforceable, such term or provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If such term or provision or part of it cannot be so read down, the term or provision or part of it shall be deemed to be void and severable and the remaining provisions of the Quotation and/or these Terms and Conditions shall not in any way be affected, invalidated, rendered unenforceable or impaired.

(b) No waiver by any party of any of the provisions of the Quotation and/or these Terms and Conditions shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Quotation and/or these Terms and Conditions by I.C.E. shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege. Acceptance by I.C.E. of any payments with knowledge of any breach shall not constitute any waiver.

17. GOVERNING LAW AND JURISDICTION

All matters arising out of or relating to the supply of Goods under shall be governed

by and construed in accordance with the law of the State of Victoria and I.C.E. and the Buyer submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

18. TAXES

(a) I.C.E. charges goods and services tax ("GST") at the applicable rate and unless otherwise indicated the price of the Goods is

inclusive of GST. If I.C.E. decides that the supply of Goods is not subject to GST, it will not charge GST.

(b) If either party is liable to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by the other (as provided for hereunder) or another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

(c) The Buyer shall be solely responsible for and pay, all applicable federal, state, and local taxes and duties, including (without limitation to) value added tax, import duties, goods and services tax, sales, use or consumption tax.

19. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the Contract, including all documents making part thereof and to the maximum extent permitted by law, in no event shall I.C.E., nor its suppliers be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Buyer for damages. I.C.E.'s maximum liability under this Contract shall be the invoiced amount in respect of the Products and/or Services in question. The Buyer and I.C.E. agree that the exclusions and limitations set forth in these Terms and Conditions are separate and independent from any remedies which the Buyer may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.

20. HIRE EQUIPMENT

I.C.E. agrees to hire the Buyer additional equipment as specified in the Quotation in respect of the Goods ("**Additional Equipment**"), in good working order and the Buyer agrees to maintain such Additional Equipment in good condition at all times. The Buyer agrees to be liable for any and all costs and charges to clean and repair such Additional Equipment if the Buyer does not return the Additional Equipment in clean and good working condition. The Buyer acknowledges that I.C.E. own the Additional Equipment and in all circumstances I.C.E. retain title to the Additional Equipment. The Buyer's rights to use the Additional Equipment are as Bailee only. The Buyer is not entitled to sell, transfer, encumber, lease, hire, assign, create any form of security or other interest, sub-let or give possession of the Additional Equipment to anyone unless I.C.E. first consents in writing.

21. NOTICES

All notices, consents, claims, demands, waivers and communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Quotation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, pre-paid courier, facsimile, electronic mail or normal pre-paid mail. A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this clause 21.

22. RELATIONSHIP OF PARTIES

I.C.E. is an independent contractor of the Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

23. ADDITIONAL OBLIGATIONS OF BUYER

(a) User Recommendation - Recommendations of I.C.E. about the use and processing of the Products are of a general nature only and do not exempt the Buyer from its duty to carry out appropriate testing regarding the fitness of the Products for Buyer's particular

purposes and processing conditions. I.C.E. does not make any warranty with regard to the fitness of the Products to Buyer's particular use or application and the Buyer's particular conditions of processing.

(b) **Safety** - The requirements set out on the safety data sheet of each specific Products must be complied with by Buyer when storing, processing and transporting the Products. If delivered Products are classified as hazardous, such Products may only be stored and transported by Buyer in the required form of packaging and by required means of transport according to their hazard classification. Buyer shall ensure that the Products are at all times labelled as required by any applicable laws, rules and/or regulations. In the event that I.C.E. (i) decides that for environmental, health or safety reasons the Products shall no longer be marketed for a specific use or shall no longer be produced at all, or (ii) I.C.E. deems the effort to comply with applicable laws no longer to be commercially reasonable, in particular but not limited to new toxicological studies needed, I.C.E. at its sole discretion may discontinue supplying the Products. Except to the extent solely and directly caused by I.C.E.'s breach of any warranties contained herein, Buyer shall defend, indemnify and hold I.C.E., its affiliates, and their directors, officers, employees, agents, contractors, manufacturers and consultants ("**ENRA GROUP**"), harmless from and against any and all claims, losses, damages, demands, liabilities and expenses (including costs of defense) claimed or alleged by a third party and arising from Buyer's storage, use, consumption, processing, shipment or disposal of the Products or Buyer's products containing the Products. "**Third parties**" includes, without limitation, any governmental agency and any officer, director, employee, agent, contractor, subcontractor or consultant of Buyer.

(c) **Exclusive use** - The Products are provided exclusively for the Buyer's own use or integration in the Buyer's products and/or facilities, unless otherwise agreed in writing. The Buyer shall not further distribute the Products to any third party unless otherwise consent by I.C.E. in writing when placing an order.

(d) **Covenants and warranties** - The Buyer covenants and warrants to I.C.E. that in the storage and handling of the Products, the Buyer and its directors, officers, employees, agents, freight forwarders, representatives and carriers shall comply with all relevant environmental laws and regulations and to comply with all necessary and or relevant permits or licences pertaining to the storing and handling of the Products and the Buyer shall ensure that the Buyer's directors, officers, employees, agents, representatives and carriers are familiar with and adhere to all the necessary and appropriate precautions and safety measures in relation to the storing and handling of the Products.

24. ANTI-CORRUPTION

(a) Each party confirm that it has complied fully and shall comply fully with all applicable anti-corruption laws, including those in the jurisdiction where it is incorporated and the jurisdiction where the obligations under this Quotation will be performed ("**relevant country**"). The Buyer shall respect I.C.E.'s anti-corruption and other policies, procedures issued by I.C.E.'s ultimate parent company ENRA Group Berhad from time to time, as may be notified to the Buyer or as may be found in the website of ENRA Group Berhad at: www.enra.my.

(b) Each party represents, warrants and undertakes that:

- (i) the directors, employees, agents and representatives of the party and their respective family members presently is/are not, and during the life of this Quotation and shall not, become an official or employee of the relevant country's government or of a political party in the relevant country; and
 - (ii) it shall disclose and shall cause and procure the directors, employees, agents and representatives of a party to disclose any such appointment immediately to the other party.
- (c) A party shall have the right to terminate this Quotation with no penalty or liability whatsoever to the other party forthwith upon breach of the provisions of this clause 24. The provisions of this clause 24 survive the determination of these Terms and Conditions.

25. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- (a) All information or data provided by or obtained from I.C.E. directly or indirectly in connection with the performance of this Quotation shall remain I.C.E.'s property, shall not be used for any purpose other than in connection with this Quotation and/or the Goods to be provided hereunder and is and shall remain confidential for the duration of this Quotation and thereafter, and shall not be disclosed without the prior written consent of I.C.E. save that the Parties hereby acknowledge their understanding of the disclosure requirements of Bursa Malaysia Securities Berhad and the Securities Commission Malaysia, and by the rules of any other listing authority, stock exchange or any regulatory or supervisory body with which a Party is or are bound to comply that are public, and confirm their agreement to such disclosure in accordance with the said disclosure requirements without prior notice to nor concurrence from either Party. The Buyer shall take all precautions necessary to preserve the secrecy and confidentiality of such information and data and ensure the same is shall not be disclosed to any third party by any of their directors, officers, employees, agents, representatives, contractors or subcontractors.
- (b) The Buyer must not use any patents, trademarks or copyrights of ENRA GROUP, unless and except to the extent it has obtained prior explicit written approval by the owner of the patent, trademark or copyright. The Buyer shall defend, indemnify and hold ENRA GROUP harmless from any expense, judgment, or loss, including attorney's fees, for actual or alleged infringement of any third party's intellectual property, which results from the Buyer's use of the Products or I.C.E.'s compliance with the Buyer's designs, specifications, and/or instructions.

[End]