TERMS AND CONDITIONS OF PURCHASE

"Purchaser" means BECTON DICKINSON GLOBAL SERVICES CENTER SDN. BHD, Malaysia and includes the successors and assigns of such entity. "Seller" means and includes any company, firm or person supplying goods to the Purchaser under this Order.

1) The seller offers to supply the goods as detailed on the face of this Order upon the terms and conditions herein, of which the Seller when making the offer shall be deemed to have read through and accepted the same.

2) The terms and conditions herein shall constitute the sole and entire agreement between the parties hereto. Any change, modification, variation or revision in any document of the Seller shall be inapplicable unless in writing by the Purchaser. In the event of any conflict or inconsistency between the terms on the face of this Order and the terms and conditions set forth herein, the terms on the face of the Order shall as between the parties hereto prevail.

3) The Seller shall adhere strictly to any time, date and place named for delivery by the Purchaser and the Seller shall make good any damage or loss whether arising directly or indirectly out of any delay in delivery.

4) The Seller hereby represents the quoted price(s)of the goods do not exceed the Seller's current prices for the same or substantially similar items to any other purchaser, taking into account the quantity under consideration.

5) No extra charges of any nature or kind shall be allowed unless specifically agreed to and accepted by the Purchaser in writing.

6) The Seller shall not assign the benefit or burden of this contract to any other person, firm or company and shall not without the express written consent in writing of the Purchaser sub-contract out any work to be done by the Seller hereunder. Provided always that the Purchaser shall be entitled to deduct from or set off against all claims for monies due from the Purchaser to the Seller or its

sub-contractor any sums arising out of this Order or any other of the Purchaser's orders with the Seller.

7) The Purchaser hereby reserves the right to make such changes to drawings, specifications or instructions for work, methods of shipment and packaging, schedules, place of delivery, materials and or work covered by this Order and the Seller hereby agrees to comply with such changes which shall be notified to the Seller in writing by the Purchaser. If such changes result in a decrease or increase in the Seller's cost or in the time for performance, such adjustment shall be mutually agreed between the parties in writing. Unless the Seller presents to the Purchaser an itemised statement of claim against the Purchaser within twenty (20) days after receipt of notice of such change, the Seller shall conclusively be deemed to have waived all claims against the Purchaser with respect thereto. The Seller shall not be entitled to make any changes to the specifications of the goods to be delivered under this Order without the Purchaser's written consent.

8) If samples are requested under this Order, the Seller shall not forward any quantity shipments until the Purchaser has approved in writing of the Seller's samples which shall be subjected to the Purchaser's standard tests.

9) The Seller shall maintain an inspection system satisfactory to the Purchaser covering all manufacturing, equipment, materials and supplies, all of which shall be subject to inspection and testing by the Purchaser at all reasonable times and places or after manufacture. All supplies shall be subject to final inspection before acceptance by the Purchaser at destination, notwithstanding inspection and/or testing at the source by the Purchaser. Any rejected supplies returned to the Seller shall be at the Seller's expense and no replacements of such defective supplies shall be made unless specified by the Purchaser. If any of the goods are not supplied in accordance with this Order, the Purchaser shall be entitled at its discretion to:-

a) reject all defective supplies and return the same to the Seller for full reimbursement;
b) reject all defectives supplies and require the Seller to replace the goods or correct the defects at the Purchaser's option; or
c) treat this agreement as discharged by the Seller's breach and require repayment of any part of the price which has been paid.

In the event of any of the foregoing, the Purchaser shall be entitled to reimbursement for all expenses incurred by the Purchaser for transportation, handling, boxing and packing and for materials in connection therewith. If the Seller fails to promptly replace and correct rejected supplies to the Purchaser's satisfaction, the Purchaser may purchase or otherwise replace or correct such supplies and the Seller shall be liable to the Purchaser for any excess cost incurred thereby.

10) The Seller warrants to the Purchaser that the goods delivered under this Order:-

a) will be of satisfactory quality and will be fit for the purposes held out by the Seller or made known to the Seller by the Purchaser at the time the Order is place;
b) will be free from defects in workmanship and material under normal use and service;
c) will comply with any relevant sample approved by the Purchaser; and
d) will comply with all statutory requirements and regulations relating to the sale of the goods.

The Seller further warrants that the Purchaser, upon payment in full for the goods, shall acquire good and clear title to the goods, free and clear of all liens and encumbrances created by the Seller.

11) The Seller shall protect and keep confidential trade secrets and other confidential data ("Information") which may be revealed disclosed to the Seller whether identified in writing by the Purchaser as being confidential or otherwise and the Seller shall protect the same against disclosure to any person(s) without the Purchaser's express written consent and the Seller shall use its best endeavours to prevent the unauthorized publication or disclosure of the same. Further the Seller shall not use, directly or indirectly, any such confidential information or trade secrets for its own benefit or for the benefit of any other firm or Company. The Seller agrees to return or destroy all Information or otherwise dispose of the same when requested by the Purchaser. Any destruction of Information at the Purchaser's request will be confirmed in writing by the Seller to the Purchaser.

12) The Seller agrees to assign and does hereby assign to the Purchaser the entire rights, title and interest for the entire world, in and to all designs, models, drawings, photographs, design inventions, processes and other inventions made or conceived by the Seller in the course of the performance of this Order. The Seller shall promptly disclose to the Purchaser all designs, models, photographs, drawings, design inventions, processes and other inventions made or conceived by the Seller in the course of the performance of this Order. The Seller undertakes to execute and do and procure all necessary persons if any, to sign, execute, acknowledge, cause to be signed, executed, acknowledged, and do all such further deeds, assurances, acts and things, without cost, as may be reasonably required, useful or convenient for the purpose of securing to the Purchaser or its nominees, patent, trademark, copyright or other proprietary protection throughout the world upon all such designs, models, drawings, photographs, designs, inventions, processes and other inventions title to which the Purchaser shall have acquired in accordance with the provisions of this Order.

13) The Seller shall keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the Purchaser and shall use such information only in the production of the goods under this Order or other orders from the Purchaser and not otherwise, with the Purchaser's express written consent. Upon the completion or termination of this Order, the Seller shall immediately deliver up to the Purchaser all equipment, tools, gauges, patterns, designs, drawing, engineering data, technical or information, documents, specifications, papers and property belonging to the Purchaser which shall be in the Seller's possession or in the Seller's control.

14) If the quoted price of the goods is stated to include special dies, molds, tools, and patterns used in the manufacture of such goods, then the same shall be and become the property of the Purchaser. Such property found in the Seller's custody or control shall be maintained in good condition at the Seller's expense and shall be held at the Seller's risk. No dies, molds, tools, patterns or drawings supplied to the Seller by or otherwise belonging to the Purchaser shall be used in the production, manufacture or design of any goods other than those specified in this Order, except with the express written consent of the Purchaser nor shall the same be furnished or quoted to any other person(s). Such property shall be removed at the Purchaser's written demand in which event the Seller shall immediately re-deliver the same to the Purchaser in the same condition as originally received by the Seller, reasonable wear and tear expected.

15) The Seller shall not without first obtaining the Purchaser's express written consent reveal or disseminate the fact that the Seller has supplied or has contracted to supply to the Purchaser the goods contracted herein, nor except as is necessary for the performance of this Order, shall the Seller disclose any of the details connected with this contract to any person(s).

16) If any or more of the terms and conditions herein shall be deemed invalid, unlawful or unenforceable in any respect the validity, legality, and enforceability or the remaining terms and conditions shall not in any way be affected or impaired. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or in equity. No waiver of any breach of any term herein shall constitute a waiver of any other breach of such term.

17) In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, the Purchaser shall be relieved of all liabilities incurred under this Order wherever and to the extent to which the fulfillment of such obligations prevented, frustrated or impeded as a consequence of any such events or by any statute, rules, regulations, orders or requisitions, issued by any government departments, councils or duly constituted authorities or any other causes (whether of a like nature) beyond the Seller's control.

18) Provided that, it becoming reasonably apparent that the delivery of the goods will be or has been is delayed, the Seller shall forthwith give written notice of the cause of the delay to the Purchaser and if in the opinion of the Purchases the completion of the delivery of the goods is likely to be or has been delayed by acts of Gods, public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather or events of force majeure generally, then the Purchaser shall, upon the Seller's request in writing for an extension of time for completion of the delivery of the goods, at its sole discretion grant to the Seller the said extension. Provided always that the Seller shall constantly use his best endeavours to prevent delay and shall do all that may be reasonably required, to the satisfaction of the Purchaser, to complete delivery of the goods.

19) The Seller shall assume all risks of loss or damage to all goods to be supplied hereunder until the delivery as provided herein and all risks of loss or damage to any of the goods or part thereof rejected by the Purchaser or as to which the Purchaser has revoked its acceptance, from the time of such rejection or revocation.

20) The Seller, irrevocably undertakes to indemnify the Purchaser and/or its customers and users of its products against all damages, penalties, costs and expenses to which the Purchaser may become liable on account of any infringement or alleged infringement of any patents or copyrights, in the manufacture, use, sale or disposition of any goods contracted to be supplied hereunder.

21) The Seller represents and warrants that it complies, and will at all times comply, with all applicable relevant laws and regulations including those pertaining to the Goods and Services including, and without limitation, any obligation on the Seller to ensure that all regulatory and legal requirements are met such as Regulation No 1907/2006 of the European Parliament and the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (“REACH”); the Restriction of the Use of Certain Hazardous Substances (“RoHS”) in Electrical and Electronic Equipment (EEE) Directive (2011/65/EU); the US Dodd Frank Act Conflict Minerals Rule (“Conflict Minerals”) and provide information to the Company to support the Company’s compliance to such Regulations.

22) The Seller shall inform Purchaser, on request, of the presence and percentage (%) of any substance on the BD Materials of Concern List “BD MOC” contained in the Goods.

23) The Seller has read and agrees to comply with the BD Expectations for Suppliers publication as posted on the internet at https://www.bd.com/en-ga/about-bd/policies/expectations-for-suppliers-page. In addition to the foregoing, Purchaser encourages Seller to maintain a legal/ethics hotline and consider obtaining third party certifications of its ethics program.

24) The Seller shall indemnify and hold the Purchaser harmless against all expenses, claims, damages, demands or liabilities arising out of the Seller's breach of any term of this Order. In furtherance to the foregoing indemnity and not in limitation thereof, the Seller agrees that:

a) the Purchaser shall be entitled to all incidental damages resulting from a breach by the Seller, including, but not limited to, all expenses reasonably incurred in inspection, receipt, transportation, care and custody of goods rightfully rejected, any commercially reasonable charges, expenses or commissions incurred in effecting any insurance cover and other reasonable expenses incident to a delay or breach by the Seller;

b) the Purchaser shall also be entitled to consequential damages resulting from a breach by the Seller for any loss resulting from general or particular requirements and needs of the Purchaser of which the Seller is aware at the time of accepting and performing this Order, and which cannot reasonably be prevented by insurance cover or otherwise, and damages sustained by the Purchaser from any injury to person or property proximately resulting from any breach of warranty by the Seller.

25) In addition to other rights hereunder, the Purchaser shall have the right to forthwith cancel this Order or any part thereof by written notice of such cancellation being posted by the Purchaser to the Seller's last known address if the Seller breaches any of the terms herein or if any distress or execution shall be levied upon the Seller, its property or assets of if the Seller shall make an offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Seller shall be a limited company, and any resolution or petition to wind up such company's business shall be passed presented otherwise than for a reconstruction or amalgamation or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, without prejudice to any claim or right the Purchaser might otherwise make or exercise.

26) If any dispute or difference arises amongst the parties hereto in respect of the interpretation of the terms or of the rights and liabilities of any parties hereto or in respect of anything done or omitted to be done or omitted herein, such dispute or difference shall be referred to arbitration in the country’s arbitration centre and in accordance with the country’s arbitration rules. The arbitration language shall be in English and the arbitration result shall be final and binding for the Parties.

27) Unless otherwise agreed, these conditions and the Order shall be governed by and construed in accordance with the laws of the Republic of Malaysia. In relation to any legal action or proceedings arising out of or in connection with this Order, the Parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Malaysia.

28) CONDITION APPLICABLE TO INTERNATIONAL SALE AND PURCHASE ONLY. Save insofar as is provided herein, the INTERNATIONAL RULES FOR THE INTERPRETATION OF TRADE TERMS known as INCOTERMS 2020 as amended from time to time, shall apply hereto.

29) Terms of payment: Unless otherwise mandated by local law or mentioned elsewhere on the face or purchase order, the terms of payment are net 120 days after receipt of Seller’s valid invoice or after receipt of the products or services, whichever is later.

30) Right to audit: Purchaser may, on reasonable notice to Seller, audit Seller’s books, ledgers, supporting records/documentation and related procedures and controls, relating to any charges paid by Purchaser in connection with this purchase.

31) Seller Warrants

a) Compliance with expectations laid out in BD Supplier Guide (BD Expectations for suppliers)
b) Compliance with local labor, environment and anti-corruption laws
c) Laws and regulations regarding data privacy and data protection
d) its execution of this Agreement will not result in a breach of any other agreements or contracts to which Seller is a party