

CONDITIONS OF SALE

Article 1 Scope

These Conditions of Sale shall apply to all transactions involving Studio216 Sdn Bhd ("Vendor") and its clients ("Buyer"). The phrase Conditions of Sale and Agreement shall be used interchangeably herein.

Article 2 Payment

2.1 The payment terms shall be that as contained in the Purchase Order which is appended to this Agreement.

2.2 The Vendor shall require a deposit payment as set out in the Sales Order to guarantee confirmation of any order ("Deposit").

2.3 The payment of Deposit shall not be refundable unless the Vendor elects to cancel the order in which case the Deposit shall be refunded in full to the Buyer without any payment of interest.

2.4 The balance purchase price shall be payable in accordance with the terms of the Sales Order.

2.5 Where the Buyer fails to effect payment punctually, the Vendor shall be entitled to demand interest as from the due date at the rate of 3% per month or part thereof. For avoidance of doubt, title in the goods shall remain with the Vendor till full payment.

2.6 The Vendor reserves the right to suspend deliveries of the goods in the event of non-payment by the Buyer.

2.7 Goods sold cannot be returned or exchanged.

Article 3 Title in Goods

The goods sold shall remain the Vendor's property until the Buyer makes full payment of the goods.

Article 4 Delivery

4.1 The delivery times quoted by the Vendor are only indicative. The Vendor shall not be liable for any delays in delivery of the goods.

4.2 The Buyer shall take delivery of the goods no later than 1 (one) month upon the Vendor notifying the Buyer of the arrival of the goods in its warehouse. The Buyer shall pay for all storage charges incurred by the Vendor in the event of delay by the Buyer in taking possession of the goods.

4.3 In the event the Buyer fails to take delivery of the goods within 3 (three) months from the Vendor's notification of the arrival of the goods in its warehouse and/or fails to pay the storage charges incurred by the Vendor, the Vendor shall forfeit all Deposits paid and shall terminate the order forthwith without notice.

4.4 The Vendor shall not be responsible for any damage or defect to the goods upon the expiry of the period set out in Article 4.2 above.

4.5 The Buyer shall inspect the goods upon delivery and the Buyer shall notify the Vendor in writing with proof of any defects or damage to the goods within 1 (one) week upon taking possession of the goods.

4.6 Unless otherwise indicated in writing, the Buyer shall bear the cost of delivery of the goods from the warehouse to the Buyer's premises/site.

Article 5 Defects

5.1 Subject to Article 4.4 above, the Vendor agrees to make good all such defect(s) but the Vendor shall incur no liability to pay compensation as a result of such defects.

5.2 The defect notified to the Vendor under Article 4.4 above shall be subject to verification by the Vendor whose decision on the need to rectify the defect or otherwise shall be final.

5.3 Any change of colour as a result of oxidation of goods manufactured using natural wood and/or leather, shall not be deemed as a defect.

Article 6 Limitation of Liability

The Vendor's liability in contract and/or in tort shall be limited to the value of the purchase price of the goods only. For avoidance of doubt, under no circumstances shall the Vendor be liable for loss of

profits, loss of earnings, or any other consequential financial loss.

Article 7 Insurance

Unless otherwise agreed, the Buyer shall take out a transport insurance policy.

Article 8 Warranty

The Vendor gives no warranty to the goods unless otherwise indicated in writing.

Article 9 Taxes, Duties & Tariffs

All tariffs, taxes and duties imposed by the by the authorities shall be payable by the Buyer.

Article 10 Termination

The Vendor reserves the right to terminate this Agreement without cause by way of a notice in writing to the Buyer. In such case, the Vendor shall refund all or any payment made by the Buyer to the Vendor (if any) without interest.

Article 11 Force majeure

The following circumstances with the Vendor shall give rise to exemption from liability if they prevent the performance of the contract or render such performance unreasonably onerous: Labour conflicts and any other circumstance beyond the control of the Vendor, such as but not limited to fire, war, mobilisation or unforeseen military call-ups of a corresponding scale, requisitioning, seizure, foreign exchange restrictions, pandemic, insurrection and civil unrest, lack of transportation except where such lack was foreseeable by the Vendor, general scarcity of goods, and defects in or delays of deliveries from sub suppliers due to any of the factors set forth in this paragraph. Circumstance of the type mentioned above, which had occurred prior to the conclusion of this Agreement, shall exempt the Vendor from liability only where their influence on the performance of the contract could not be foreseen by the Vendor at the time when the contract was made. Where the Vendor intends to invoke any exemption-from-liability grounds set forth in this Article, he shall without undue delay notify the Buyer in writing of such grounds.

Notwithstanding any stipulation in these Conditions of Sale, the Vendor may cancel the agreement by notice in writing to the other party where the performance of agreement is prevented for more than six (6) months by one of the events set forth in this Article.

Article 12 Disputes

12.1 All complaints in relation to the Vendor of the goods shall be communicated to the Vendor in strict confidence. In particular, the Buyer shall not resort to use of social media to vent all or any of its complaints.

12.2 All and any disputes arising out of or in connection with this contract shall be settled according to the laws of Malaysia and shall be subject to the exclusive jurisdiction of the Malaysian courts.

Article 13 Notice

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing.

Article 14 Waiver

Failure by the Vendor to insist in any one or more instances of a strict performance of any provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement.

Article 15 Entirety

15.1 This Agreement embody the entire agreement between the Buyer and the Vendor and supersede all prior agreements and understandings, if any, relating to the subject matter of this Agreement. For avoidance of doubt the terms of this Agreement shall take precedence over all or any terms set out in the Sales Order.

15.2 If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.