

## SALES POLICY

### Definition

“*Jadi*” means Jadi Imaging Technologies Sdn. Bhd., a subsidiary company of Jadi Imaging Holdings Berhad, selling products to the Customer as identified in Jadi’s Pro-forma Invoice or Invoice.

“*Customer*” means the person or legal entity identified in Jadi’s Pro-forma Invoice or Invoice.

“*Agreement*” means an agreement for sale by Jadi to the Customer of the products incorporating the following Terms and Conditions.

“*Price*” means the price as per Jadi’s Price List and Pro-forma Invoice and the latter shall have precedence.

“*Product(s)*” means toner and any other related products provided hereunder.

### 1.0 Sales Policy Agreement

1.1 This agreement contains all the terms and conditions relating to the sale of Product(s) by Jadi to the Customer.

1.2 This Agreement supersedes all other agreements, written or oral.

1.3 This Agreement may not be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed in writing by Jadi and Customer.

1.4 Unless agreed upon in writing by both parties, Jadi objects to, and is not bound by, any terms or conditions contained in any Customers’ purchase order, documents or other instruments which differ from or add to the terms and conditions in this Agreement.

1.5 No Agreement shall come into existence until the Customer’s order has been accepted by Jadi.

### 2.0 Order

2.1 All orders are to be placed by fax, email or other electronic means.

2.2 A minimum order of USD\$5,000.00 is required, or a handling fee of USD\$100.00 will be added to the cost of the order.

2.3 Upon receipt of order, a Pro-forma Invoice will be sent to the customer. The order is confirmed upon formal acknowledgement of the Pro-forma Invoice by the Customer.

2.4 Jadi reserves the rights to reject orders at its discretion if the Customer breaches any of the terms and conditions.

### **3.0 Price**

3.1 All prices are quoted in US Dollar, at FOB Port Klang, Malaysia.

3.2 C&F and CIF prices can only be quoted after receiving an indication on the quantity and destination of order from Customer.

3.3 Prices are generated based on costing and is determined by the Management, shipping mode, credit terms, and type of payment.

### **4.0 Payment**

4.1 All payments for the Product(s) shall be made in full by Telegraphic Transfer (T/T) in advance before delivery of the Product(s).

4.2 Irrevocable Letter of Credit (L/C) is accepted upon consideration.

4.3 Credit facility is only available upon submission of credit application by the Customer and a written approval by JADI. JADI reserves the rights to request for Customer's financial statements or other supporting document(s) for the purpose of credit application or renewal of credit facility on a yearly basis to fulfill the minimum credit requirements.

### **5.0 Packaging & Labeling**

5.1 JADI will package Product(s) in accordance with its customary practices and will arrange for shipment by means it deems most appropriate.

5.2 Customer will pay or reimburse JADI for the costs of any special packaging and labeling required by the Customer.

5.3 All printing of any special packaging and labeling are the responsibility of JADI's appointed suppliers. JADI does not print any of the special packaging and labeling.

5.4 The special packaging and labeling are printed through off-set printing.

5.5 Customers shall outline their requirements clearly to avoid delays in the lead time. Requirements include but do not limit to designs, artworks, and labels.

5.6 All files pertaining to the designs, artworks, and labels should be sent to JADI's representatives in AI and JPG formatted files.

5.7 Minimum requirements to print special packaging and labeling can vary according to models, appointed suppliers, and other external factors. Any additional fees to accommodate the minimum requirements will be advised by JADI's representatives.

5.8 Customers shall be liable for unused, obsolete, and slow-moving stocks that may incur additional costs.

## **6.0 Shipping**

6.1 Jadi will assign estimated shipment dates on orders based on Product(s) availability. Shipment dates will be assigned after Jadi has accepted the order.

6.2 Standard estimated delivery lead-time is 30-45 days upon receipt of payment.

6.3 Jadi will make commercially reasonable efforts to meet its assigned shipment dates. However, dates quoted by Jadi for the shipment of the Product(s) are approximate only and shall not form part of the Agreement.

## **7.0 Force Majeure**

7.1 Jadi will not be liable for loss, damage, detention, delay or failure to perform any of its obligations due to causes beyond its reasonable control ("Force Majeure Event").

7.2 Such causes shall include, but shall not be limited to, such things as fire, flood, earthquake or other natural disasters, war riots, terrorism, civil insurrection or acts of the enemy, war embargo, the intervention of any governmental authority, acts of civil or military authority including governmental laws, orders, priorities of regulation, strikes (regardless of the characterization thereof), or other labor difficulty, labor slowdowns, walkouts and/or shortages, material shortages, shortages of transport, failures of suppliers to deliver material and components in accordance with the terms of their contracts, acts of Customer, embargo, wrecks, or delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from unusual sources, or other causes beyond the reasonable control of Jadi ("Force Majeure Event").

7.3 In event of delay in performance due to any such causes, the date of delivery shall be adjusted to reflect the actual length of time as may be necessary to properly reflect the delay. Customer's receipt of the Product(s) shall constitute a waiver on any claims for delay.

7.4 In event of damage and loss during delivery, a detailed report must be filed to Jadi by the Customer within two (2) business days upon receipt of goods by fax, email or other electronic means.

7.5 The Customer shall not be entitled to withhold payments of all or any of the Prices of the Product(s) whilst any reports are being investigated by Jadi.

## **8.0 Product Design**

8.1 Jadi reserves the rights to discontinue the manufacturing of any Product(s) and to make improvements to its Product formulation. In any such event, Jadi will not be required to change the Product(s) previously sold to the Customer. No part of this paragraph will be deemed to affect the obligation of Jadi to fill orders previously accepted. However, Customer will be notified at least thirty (30) days before shipment date to allow sufficient time for re-evaluation of new samples if required.

## **9.0 Claims**

9.1 Claims for errors on Jadi's invoice must be received by Jadi within two (2) business days from the date of the invoice in question.

9.2 Claims for shortages or incorrectly filled orders must be received by Jadi within three (3) business days upon receipt of goods. All such claims must be submitted to Jadi by fax, email or other electronic means.

9.3 The Customer shall not be entitled to withhold payments of all or any of the Prices of the Product(s) whilst any claims are being investigated by Jadi.

## **10.0 Changes and Cancellation**

10.1 Customer may make changes and cancellations at no cost to the Customer at least five (5) business days before the estimated shipment date (ETD).

10.2 Any additional costs incurred for changes and cancellations made by Customer within five (5) business days from the ETD will be charged to the Customer.

## **11.0 Warranty**

11.1 Jadi is an ISO 9001:2000 Quality Management System certified company. Our toners are manufactured under strict quality control standards. Quality control of the product includes long term tests on copy quality, compatibility with OEM materials, and influence on the functions and maintenance of copiers or printers.

11.2 Jadi warrants to the extent the price of the goods sold and delivered that its products are shipped only when the above test criteria are met. This warranty covers the delivered product only and not eventual claims concerning consequential damage.

11.3 In case a customer is not satisfied with the performance of any Jadi product and returns the goods in good condition within six (6) months of delivery, Jadi agrees to give credit in the amount of the ex-works price of the goods.