

A man with dark hair and a beard, wearing a dark blue button-down shirt, is shaking hands with a woman with blonde hair, wearing a dark green button-down shirt. They are both smiling. The woman is holding a grey folder. They are standing in front of a large window that looks out onto a building and some greenery. The text "General Terms and Conditions of Trade" is overlaid in white on the left side of the image.

General Terms and Conditions of Trade

A. Validity of these terms and conditions of business

These General Terms and Conditions ("GTC") apply to all deliveries and services by Blum Asia Pacific Sdn. Bhd. ("Blum") to business customers (the "Buyer"). These GTC do not apply to consumers. All deliveries and services are carried out exclusively on the basis of the following terms and conditions of business. Conflicting terms and conditions will not be accepted by us, even if these terms and conditions are not expressly contradicted.

B. Prices and terms of payment

1. All prices are non-binding until confirmed by Blum in writing (including by written order confirmation). Only the prices stated in Blum's written order confirmation shall be binding. Unless specified otherwise, all prices stated, even when confirmed, may be adjusted by Blum upon written notice to the Buyer to reflect changes including (without limitation) raw material prices, exchange rates, personnel costs, energy and transport costs, provided that such adjustment shall apply only to goods not yet delivered and/or not yet produced (as applicable). If the Buyer does not accept the adjustment, Blum may, by written notice, cancel the affected undelivered and/or unproduced part of the order without liability. Any goods already produced or delivered shall be paid at the applicable price. All prices stated are exclusive of taxes and any charges for transport packaging.
2. Payment must be made in the invoiced currency, free of charges and without deductions.
3. The invoiced amounts fall due for payment no later than 5 working days after the date of the invoice unless otherwise agreed. When a payment period is agreed, the due date is calculated from the date of the invoice.
4. If the due date is exceeded, without prejudice to any other rights, late payment interest at 10% per annum, calculated daily, on a simple interest basis, from due date until payment shall be charged. The Buyer undertakes to refund all reasonable and properly incurred costs and expenses in the course of any legal steps taken, such as, for example, reminders and collection costs, court and reasonable lawyers' costs, to the extent recoverable under applicable law, insofar as these are proportionate to the claim pursued.
5. All payments must be made directly and exclusively to Blum; payments by third parties shall have no debt-discharging effect unless (i) such payment clearly identifies the relevant invoice and/or order and (ii) Blum has received cleared funds and allocated such payment to the Buyer's outstanding amounts. Agents and commercial agents are not entitled to collect payments.
6. If the Buyer's financial situation deteriorates (for example, court proceedings, executions or insolvency proceedings, etc.) or if the agreed payment deadline is not met, Blum shall be entitled to demand payment of all outstanding amounts or to withdraw from the purchase contract; Blum shall, moreover, be released from making further deliveries. The Buyer shall not retain payments or offset them against counterclaims unless such counterclaims are undisputed, liquidated (ascertained), or have been finally determined by a competent court or arbitral tribunal.

C. Delivery, Transfer of risk

1. Costs and risks of the Buyer shall be governed by the agreed Incoterms® rule as in force at the date of Blum's order confirmation. Deliveries of goods shall be ex works (EXW).
2. Partial deliveries as well as excess and short deliveries of up to 10 (ten) percent are permitted and the Buyer is obliged to take the same. In such a case, the purchase price shall be adjusted proportionately according to the actual delivery quantity.
3. Upon delivery pursuant to clause C.1., the delivery shall be considered as delivered for risk transfer purposes only and the risk shall pass to the Buyer.
4. Delivery periods are calculated from the lead times specified by Blum (the total of the regular production and regular transport times to the specified location in accordance with the agreed INCOTERM). When indicating delivery dates, delivery shall be made up to the last working day of the calendar week in which the delivery date falls.
5. Operational interruptions and events of force majeure, e. g. technical faults, strikes, natural disasters or weather events, war, interruptions or delays in the supply of raw materials, lack of raw materials and similar cases at Blum as well as at suppliers of Blum or the service providers commissioned in the transport chain shall release Blum from its delivery obligations. Blum shall notify the Buyer in writing as soon as reasonably practicable after becoming aware of such event and shall use reasonable efforts to mitigate the effects. If such event continues for more than 60 days, either party may terminate the affected undelivered part of the order by written notice, without liability.

D. Retention of title

1. Blum reserves title to the delivered goods until payment in full of the purchase price for the relevant delivered goods.
2. Until title passes, the Buyer shall store the goods with reasonable care, keep them identifiable as Blum's goods, and keep them free from any pledge, lien or other encumbrance.
3. In case of payment arrears, Blum is entitled, to the extent permitted by applicable law, to demand return of the goods and to take reasonable steps to recover the goods in accordance with applicable law and without unlawful entry.
4. Where the effectiveness of the reservation of title in the country where the goods are located is subject to mandatory conditions or formal requirements, the Buyer shall provide reasonable cooperation (including information and signatures) to enable Blum to protect its rights, to the extent permitted by applicable law.

E. Warranty and damages

1. Nothing in these GTC shall exclude or limit any liability of Blum which cannot be excluded or limited under applicable mandatory law.
2. Subject to clause E.1., Blum gives no representation, warranty or guarantee (express or implied) in relation to the goods except that, at the time of delivery, the goods shall substantially conform to Blum's written order confirmation (including any expressly agreed written specification). Any implied conditions or warranties (including as to satisfactory quality, fitness for purpose and correspondence with description or sample) are excluded and negated or varied by agreement to the fullest extent permitted by applicable law.
3. The following principles shall apply to warranty:
 - (i) The Buyer shall inspect the goods promptly upon delivery (and in any event upon receipt at the Buyer's premises).
 - (ii) The Buyer must notify Blum in writing of:
 - (a) any apparent defect, shortage or non-conformity within seven (7) days after delivery; and
 - (b) any latent defect within seven (7) days after the defect becomes reasonably discoverable and in each case must provide reasonable details and supporting evidence (including photographs, batch/lot information and delivery references).
 - (iii) In any event, any claim for defect or non-conformity must be notified to Blum within six (6) months after delivery of the relevant goods (the "Warranty Period").
 - (iv) If the Buyer fails to commence proceedings or arbitration in respect of a defect or non-conformity notified within the Warranty Period within twelve (12) months after delivery of the relevant goods, Blum shall have no obligation to provide replacement materials/parts in respect of such claim, to the fullest extent permitted by applicable law.
 - (v) If the Buyer fails to comply with this clause E.3., the goods shall be deemed accepted and Blum shall have no liability for the relevant defect, shortage or non-conformity, to the extent permitted by applicable law.
4. The Buyer shall not be entitled to replacement materials/parts unless (i) it has complied with clause E.3., and (ii) Blum has had a reasonable opportunity to inspect the relevant goods/components (including by requesting samples, photographs or return of components) and has determined that the claim is a valid claim under clause E.3. and is not excluded pursuant to clause E.7. The Buyer shall follow Blum's reasonable instructions regarding return, packaging and logistics. Any replaced materials/parts (and any returned components) shall become Blum's property, and Blum may dispose of them at its discretion, unless applicable law requires otherwise.
5. Subject to clauses E.1. and E.3., if the goods are defective or non-conforming, Blum's entire liability and the Buyer's sole and exclusive remedies shall be to supply replacement materials/parts for the defective component(s). The following specifics shall apply in that case:
 - (i) Replacement materials/parts shall be supplied without any obligation on Blum to bear costs of removal, disassembly, installation, reinstallation, labour, travel, access equipment, testing at site, or any other ancillary costs, to the extent permitted by applicable law.
 - (ii) Replacement materials/parts shall be supplied EXW Blum's facility (or under the same Incoterms® rule as the original delivery, at Blum's discretion), and the Buyer shall bear all transport costs, duties and taxes, unless Blum agrees otherwise in writing. Blum's obligation is satisfied upon making the replacement materials/parts available for collection/delivery in accordance with the applicable Incoterms® rule.
 - (iii) Blum shall use reasonable efforts to supply replacement materials/parts within a reasonable time, subject to availability; where discontinued, Blum may supply an equivalent or successor part.
 - (iv) The supply of replacement materials/parts does not extend or renew the Warranty Period.
 - (v) Risk in replacement materials/parts shall pass in accordance with the applicable Incoterms® rule.
 - (vi) The Buyer shall not withhold payment of any invoice on account of any alleged defect or non-conformity, except to the extent permitted by applicable mandatory law.
6. For the avoidance of doubt, Blum shall not be obliged to exchange the goods, replace the goods as a whole, or supply new goods in substitution and any obligation of Blum for replacement is limited to replacement of materials/parts for defective component(s) only, to the extent permitted by applicable law. Except as expressly set out in this clause E., all rights and remedies of the Buyer for or in respect of any defect, shortage or non-conformity of the goods (whether under statute, common law, tort or otherwise) are excluded to the fullest extent permitted by applicable law.
7. Blum shall have no liability for any defect or non-conformity to the extent caused by:
 - (i) improper storage, handling, transport (after risk has passed), installation, assembly, commissioning, use, maintenance or repair;
 - (ii) failure to follow Blum's instructions, warnings or documentation;
 - (iii) normal wear and tear;
 - (iv) modifications, interventions or repairs not authorised by Blum;
 - (v) use outside agreed specifications, abnormal operating conditions, misuse or negligence of the Buyer or any third party; or
 - (vi) materials, designs or specifications provided by the Buyer (where applicable).

For avoidance of doubt, the remedies in clause E.5. remain exclusive in respect of defects/non-conformity, and any claim for damages (if any) is subject to clauses E.7. to E.9.
8. Subject to clause E.1., Blum shall be liable for damages only in cases of wilful misconduct or fraud. Liability for minor negligence is excluded, to the extent permitted by applicable law.
9. Subject to clauses E.1. and E.7., compensation for consequential or indirect loss (being indirect or consequential loss within the meaning of the second limb of Hadley v Baxendale), loss of profit, loss of revenue, loss of business, loss of goodwill, loss of use, loss of production, business interruption, loss of data, and damage to property is excluded, in each case to the extent permitted by applicable law. Blum together with its suppliers shall not be liable for any liability assumed or incurred by the Buyer towards third parties in connection with the goods, to the extent such liability is excluded under this clause E.9. and permitted by applicable law.
10. In any event, Blum's total aggregate liability arising out of or in connection with the contract (whether in contract, tort, statute or otherwise) shall not exceed the price paid or payable for the goods under the affected order.

F. Compliance and General Obligations**(i) Sustainability / ESG**

Each party shall comply with applicable laws relating to environmental protection, occupational health and safety, labour standards and human rights in connection with the performance of the contract. The Buyer shall comply with Blum's Code of Conduct, as may be amended from time to time, and shall ensure that any disposal of goods, packaging or waste arising from the goods is carried out lawfully. The Buyer shall not make public statements or claims regarding the sustainability or environmental performance of the goods without Blum's prior written consent, unless required by applicable law. Blum may suspend performance and/or terminate the affected order(s) by written notice if Blum reasonably believes that a material breach of this clause has occurred or is likely to occur, to the extent permitted by applicable law.

(ii) Anti-Corruption and Compliance

The Buyer shall comply with all applicable anti-corruption and anti-bribery laws, including the Malaysian Anti-Corruption Commission Act 2009 (as amended). The Buyer shall not (directly or indirectly) offer, promise, give, request or accept any improper advantage in connection with the contract. Blum may suspend performance and/or terminate the affected order(s) by written notice if Blum reasonably believes that a material breach of this clause has occurred or is likely to occur, to the extent permitted by applicable law.

(iii) Confidentiality

1. All non-public commercial, technical and other information disclosed by Blum (including pricing, specifications, drawings, documentation and know-how) shall be treated as confidential ("Confidential Information") and used by the Buyer solely for the performance of the contract. Confidential Information includes any information that is not generally known and has commercial value because it is secret, including Blum's know-how (trade secrets).
2. The Buyer shall not disclose Confidential Information to any third party except to its employees, professional advisers and subcontractors who have a need to know and are bound by confidentiality obligations at least as protective as this clause.
3. This clause does not apply to information that is (i) publicly available other than through the Buyer's breach, (ii) lawfully received from a third party without restriction, or (iii) independently developed without use of Confidential Information. The Buyer may disclose Confidential Information to the extent required by law or by a competent authority, provided that (where permitted) the Buyer gives Blum prompt notice.
4. The obligations in this clause F.(iii) shall continue after termination of the contractual relationship:
 - (i) in respect of Confidential Information that constitutes know-how or a trade secret, for so long as such Confidential Information remains non-public through no act or omission of the Buyer; and
 - (ii) in respect of all other Confidential Information, indefinitely

(iv) Data Protection (PDPA)

1. Each party shall comply with applicable data protection laws, including the Malaysian Personal Data Protection Act 2010 (PDPA), in connection with the performance of the contract.
2. To the extent the Buyer provides any personal data to Blum, the Buyer confirms that it has obtained all necessary notices and consents (or has otherwise established a lawful basis) for such disclosure and processing by Blum for contract performance and related business purposes (including order management, delivery, invoicing, customer support and compliance).
3. Each party shall implement reasonable technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.
4. Where legally required, a party shall notify the other party of any material personal data breach affecting the contract performance without undue delay.

(v) Intellectual Property and Documentation

All intellectual property rights in the goods and in any drawings, manuals, software, firmware, specifications or other materials provided by Blum remain with Blum (or its licensors). Blum grants the Buyer a non-exclusive, non-transferable licence to use such materials solely to the extent necessary for the installation, operation and maintenance of the goods for the Buyer's internal business purposes. The Buyer shall not copy, modify, translate, reverse engineer, decompile or disassemble any software or other materials, except to the extent expressly permitted by applicable law. Upon request, the Buyer shall promptly return or destroy Confidential Information and Blum materials, except where retention is required by law. Any retained materials shall remain subject to the confidentiality obligations.

(vi) Product Compliance, Safety and Recall

The Buyer shall handle, store, install, use and maintain the goods in accordance with Blum's instructions, warnings and applicable laws. If Blum issues a safety notice, corrective action or recall relating to the goods, the Buyer shall promptly cooperate, including by ceasing distribution and/or use of the affected goods (as applicable), segregating stock, and providing reasonable traceability information to enable identification of affected batches/orders. Unless required by applicable law, the Buyer shall not issue public recall or safety communications relating to the goods without coordinating with Blum.

(vii) Packaging, Disposal and Returnable Transport Packaging

The Buyer shall be responsible for the lawful disposal or recycling of packaging and waste arising from the goods, unless otherwise agreed in writing. Where Blum supplies returnable transport packaging, the Buyer shall return such packaging in good condition within a reasonable time (and in any event within 30 days) after delivery, unless otherwise agreed. Blum may charge the Buyer for packaging that is not returned or is returned damaged beyond normal wear and tear, to the extent permitted by applicable law.

G. Export Control and Sanctions

1. The Buyer shall comply with all applicable export control, customs and sanctions laws and regulations relevant to the purchase, transfer, export, re-export, resale or end-use of the goods.
2. The Buyer shall not directly or indirectly sell, export, re-export, transfer or otherwise make available the goods (or any related technology or documentation) to (i) Russia or Belarus, (ii) any person or entity that is subject to applicable sanctions or restrictions, or (iii) any prohibited end-use, where such activity would violate applicable law.
3. Blum may suspend, refuse or cancel performance if Blum reasonably believes that performance may violate export control or sanctions laws.
4. The Buyer shall indemnify Blum against losses arising from the Buyer's breach of this Section G to the extent permitted by applicable law.

H. Final provisions

- (a) Order of Precedence
In the event of any conflict or inconsistency, the following order of precedence shall apply: (1) Blum's written order confirmation (including any expressly agreed special terms), (2) these GTC, and (3) any other documents or communications. No purchase conditions of the Buyer shall apply unless expressly accepted by Blum in writing.
- (b) Variations and Entire Agreement
No amendment, variation or waiver of these GTC or any order shall be effective unless made in writing and signed (or confirmed in writing) by Blum. These GTC and Blum's written order confirmation constitute the entire agreement between the parties in relation to the goods and supersede all prior discussions and representations, to the extent permitted by applicable law.
- (c) Notices
Any notice under these GTC shall be in writing and delivered by email to the email contact(s) stated in the relevant order confirmation (or such other address notified in writing). Notices shall be deemed received on the next business day after sending, provided no delivery failure notice is received.
- (d) Assignment and Subcontracting
 1. Blum may at any time assign, transfer or dispose of any of its rights and/or receivables under the contract (including by way of security) to any third party or any group company.
 2. Blum may subcontract the performance of any of its obligations under the contract. Any subcontracting shall not relieve Blum of its obligations towards the Buyer.
 3. The Buyer may not assign, transfer, dispose of or subcontract any of its rights or obligations under the contract without Blum's prior written consent.
- (e) Applicable law, jurisdiction and severability
 4. All legal transactions concluded with Blum are governed by the laws of Malaysia, excluding the provisions of conflict of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 5. The place of performance for payment is exclusively Puchong for both parties, unless a different place of performance is specified in an individual order. The place of delivery shall be as specified in the individual order and/or the agreed Incoterms® rule.
 6. Any dispute, controversy, difference or claim arising out of or relating to this contract as well as any non-contractual claims, shall be finally resolved by arbitration administered by the AIAC, in accordance with the AIAC Arbitration Rules in force at the time of the commencement of the arbitration.
The seat of arbitration shall be Kuala Lumpur, Malaysia.
The language to be used in the arbitration shall be English.
The law governing this arbitration clause shall be Malaysian law.
 7. Should a provision of these terms and conditions of business be or become invalid or unenforceable as a whole or in part, this shall not affect the legal validity of any of the other provisions. The Buyer and Blum shall negotiate in good faith to replace any invalid or unenforceable provision; failing agreement, the remainder continues in effect.

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