

**KM CORPORATE SRL**

Sede Legale: Via Piovego 1^a Strada n.5
35010 San Giorgio delle Pertiche - Arsego
Padova - Italy
Tel. +39 049 7641230
Fax +39 049 9344179
C.F. P.IVA Reg. Imp. IT 09583570016

The following **CONTRACT FOR WORK** (hereinafter referred to as “**the Contract**”) is entered into on the date specified below between the following Parties for a definite period:

CONTRACT NO: 1902673

The Customer:

Business name:
Registered office:

TEM Electronics (M) Sdn Bhd.
Lot A99, Jalan 2A-3, A101 & A102,
Jalan 2A, Kawasan Perusahaan MIEL Sungai Lalang,
08000 Sungai Petani,
Kedah Darul Aman, Malaysia.

Company ID No.: 365460-T
VAT Identification No.: -
Registered in the Commercial Register: COMPANIES COMMISSION OF MALAYSIA (“CCM”)
Represented by: Mr. EC Lee
Bank account No.: 331-418988-727 – HSBC BANK MALAYSIA BHD
SWIFT HBMBMYKL
(hereinafter referred to as “**the Customer**”)

and

The Contractor:

Business name:
Registered office:

KM CORPORATE SRL
Via Piovego Prima Strada n.5, 35010 San Giorgio delle
Pertiche, Padova, ITALY
390822
IT09583570016
PADOVA-ITALY
Mrs. Stefania Carlotta
IT52X0306963099100000002253
INTESA SAN PAOLO
SWIFT: BCITITMME68

(hereinafter referred to as “**the Contractor**”)

Gruppo di lavoro:	KM CORPORATE SRL Ufficio Commerciale	Nome file:	KM-TEM CONTRACT 2019 rev6_GP_2019
Stato del documento:	Approvato	Autore:	Giuseppe Pizzolon
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Article I. SUBJECT MATTER OF THE CONTRACT

- 1.1. The Contractor undertakes, with due diligence and in compliance with generally binding legislation, to provide the performance of a Work for the Customer, which for the purposes of this Contract shall mean:
 - a) Delivery and assembly of an **INTECON S CRIMP ECOTRONIC/PRO** machine
 - b) Commissioning; see Annex No. 1
- 1.2. Final assembly of the machine shall be performed in the production hall of the company **TEM Electronics (M) Sdn Bhd** - (hereinafter referred to as "the Workplace").
- 1.3. The Work shall be implemented in compliance with a timetable pursuant to the provisions of Article II. of this Contract.
- 1.4. The risk of damage to the Work shall be borne by the Contractor up until the moment of final handover of the Work to the Customer and signature of a handover report as part of the handover pursuant to Article VII of this Contract.
- 1.5. The ownership right to the machine shall pass from the Contractor to the Customer at the moment of final handover of the Work to the Customer and signature of a report as part of the final handover of the Work pursuant to paragraph 8.1. of this Contract complete of the latest payment transaction as scheduled in paragraph 4.1..
- 1.6. The completed Work (machine) must have the established properties and quality, and must meet all technical requirements, as well as technical and safety standards. If the Work is carried out on the basis of models, drawings or other documentation, the work must be carried out and completed in compliance with such materials. The Work (machine) must be capable of providing a continuous standard performance in accordance with the established properties and quality, and of fully complying with the purpose for which it is carried out (completed); see Annex No. I.
- 1.7. The price for the performed Work is established in Annex No.1
- 1.8. The Parties shall only be entitled to cede their rights and transfer their obligations and other entitlements ensuing from this Contract, whether in whole or in part, with the other Party's prior written consent; in such a case, the Party who transfers its rights and/or obligations shall be responsible for their performance and obligations accrued up to the date of such transfer .
- 1.9. The Contractor to provide the requirement of the place of assembly for the Customer to comply.

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Article II. TIMETABLE

- 2.1. The Contractor shall be obliged to handover the Work in accordance with the timetable as established below, or as potentially adjusted at any time in the future, in accordance with the provisions of this Contract (hereinafter referred to as "the Timetable"); the Parties shall be obliged to proceed in a manner which ensures compliance with the following deadlines for the implementation of the Work:
- Pre-acceptance by the Customer at the Contractor factory at 25 weeks (excluded 1 week in April due to the Easter festivities) after order confirmation and down payment of 30%.
 - Shipping of the machine to the Customer within 2 weeks after successful pre-acceptance
 - Installation, set-up, training and final takeover of the machine by the Customer factory.

Article III. PRICE FOR PERFORMANCE OF THE WORK

- 3.1. In compliance with the conditions established in this Contract, the price for the performance of the Work in its full scope is set as a fixed price, which shall be valid for the entire duration of this Contract regardless of inflation rates. The established price for the performance of the Work covers all costs invested by the Contractor for the performance based on and in compliance with this Contract.
- 3.2. The Parties have agreed that the price for the performance of the Work shall be arranged between the Parties in Annex No. 1 to this Contract.
- 3.3. By signing this Contract, the Contractor undertakes to perform the Work for the Customer for the offered price; see Annex No. 1.

Article IV. TERMS OF PAYMENT

- 4.1. The Customer undertakes to pay the Contractor the Price pursuant to the following payment schedule:

Terms of Payment/Schedule:

30% ... at the order (guaranteed from Insurance Bond)

20% ... at 60 days from order (guaranteed from Insurance Bond)

40% ... at AWB issuance

10% ... at settlement after successful installation and validation at the Workplace

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- 4.2. The Contractor is obliged to carry out billing of the price pursuant to the above specified payment schedule and to issue a relevant invoice as soon as the Customer becomes entitled to payment of the applicable part of the Price. The invoice must include the requirements of a tax and accounting document, in particular:
- (a) Contract number 1902673
 - (b) Designation and specifications of the subject matter of the performance
- 4.3. In the event that the invoice issued by the Contractor does not contain the particulars prescribed by the Contract and/or generally binding legislation, or in the event that it contains data that is contrary to this Contract, the Customer shall not settle the invoice and shall return it to the Contractor to be amended or corrected, without the Customer being considered to be delayed in paying the Price.
- 4.4. The Parties have agreed that all financial transactions which the Parties are required to make hereunder shall be made by bank transfer to the bank accounts specified at the head of this Contract.

Article V.

WARRANTIES, WARRANTY AND POST-WARRANTY SERVICE AND LIABILITY FOR DEFECTS IN THE WORK

- 5.1. The Contractor shall provide the Customer with a warranty for the Work performed and handed over. The Contractor shall ensure that the machine assembled and handed over pursuant to this Contract shall be fit for use for the purpose established hereunder at the time of handover and after the warranty period in accordance with applicable EU legislation, that the machine shall be fully functional and safe for the designated purpose of use, and that the machine shall maintain these properties without change for the duration of the warranty period.
- 5.2. The Contractor shall provide the Customer with a warranty for the quality and functionality of the machine for a period of 12 months (full 1 shift 12 hrs per operational day) from the date of report after successful installation. So total hours for the 12 months warranty will be = 12hrs x 12months x 26days/month = 3744 hrs. The warranty can be extended for another 12 months by agreeing with the customer an extra payment of 5% of the total value of the machine 3 months before the expiry of the first 12 months of standard warranty, pursuant to paragraph 5.1. of this Contract. The warranty shall be valid provided that the machine is commissioned by the Contractor and that any steps for repairing the machine, with the exception of regular maintenance, are carried out by the Contractor or a person authorized by the Contractor. Unless the Parties agree otherwise, in the case of supplies of parts which

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have to be exchanged during the machine's warranty period, such parts shall be covered by a warranty ending at the same time as the machine's original warranty period.

- 5.3. A condition for the validity of the warranty is compliance with all instructions for operation and maintenance of the machine, including regular entries in a "Machine Service Book", which is part of the "Machine Operation and Maintenance Manual". The warranty does not apply to fast-wearing parts and consumables.
- 5.4. Claims must be made in writing immediately after discovering any defects in the machine, and delivered to the Contractor with precise specifications of the defects and the claims made on the basis of liability for defects.
- 5.5. Claims shall be made in time provided that they are delivered to the Contractor by no later than the last day of the warranty period and no later than 10 working days after the defects in question are discovered (whichever is later). Claims made within the warranty period shall be made in time provided that they are reported by telephone and subsequently in writing (by e-mail or fax). The Customer must send claims to the company KM CORPORATE S.R.L. After making a phone call, the Customer shall concurrently report the defect by sending an e-mail to the specified address.
- 5.6. Warranty Servicing of the Machine:
- 5.6.1. The Contractor undertakes to provide servicing assistance (to dispatch technicians) during the warranty period within 7 working days after the Customer reports the need for a servicing intervention via the Contractor's hot-line: +39 049 7641230 . If more extensive repairs or a technical service at the client site are required, a servicing technician of the Contractor shall set a deadline for repairs, which shall become binding once it has been approved by the Customer. This warranty services shall be rendered by Contractor free of any charge to Customer, including the expenses relating to the travel and lodging of Contractor's representatives.

- 5.6.2. After receiving information on a defect in the machine, the Contractor shall inspect the reported defect by way of a remote diagnosis. On the basis of such an inspection, the Contractor:
- shall repair the machine in cooperation with an employee of the Customer, or
 - shall repair the machine in cooperation with an employee of the Customer in the event that the defect which has arisen does not limit the functionality of the machine; in such a case the Contractor shall remedy the defect within the time limits specified in paragraph 5.6.1. of this Contract, or

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- shall not repair the machine with by way of a remote diagnosis and shall travel to the Customer's factory, where the reported defect shall be remedied within the time limits specified in paragraph 5.6.1. of this Contract.
- 5.7. The Contractor can suggest and provide a stock of critical spare parts so that the Customer can be helped to reduce stoppage of production.

Article VI. LIABILITY FOR DEFECTS IN THE WORK

- 6.1. The Work shall be considered defective if its execution fails to comply with the qualitative conditions, scope, properties and other criteria established under this Contract.
- 6.2. Defects in the Work shall also be considered to include defects in all and complete documents and materials relating to the Work which are required by this Contract and which the Contractor is obliged to supply to the Customer as part of, or together with the subject matter of the Work pursuant to this Contract. If the specified materials exhibit defects, the Customer shall be entitled to return them to the Contractor at the Contractor's expense and/or ask the Contractor to deliver defect-free materials. During final takeover of the machine pursuant to paragraph 8.1.2. of this Contract, the Customer shall be obliged to double-check the completeness of all documents and materials relating to the Work. The Customer shall be obliged to double-check the correctness of the delivered documents and materials within thirty (30) days of the date of final takeover of the machine pursuant to paragraph 8.1.2. of this Contract.

Article VII. 7. ASSEMBLY OF THE MACHINE

- 7.1. Prior to commencing assembly of the machine at the Customer's Workplace, both Party ~~must specify the names of persons authorised to act on behalf of the Parties in technical matters and authorised to grant approval and to sign on behalf of the Parties in matters relating to the assembly of the machine.~~ Further prior to commencing assembly, the Customer must inform the Contractor about safety regulations which apply in the place of assembly. The Customer is obliged to provide a safe and healthy environment with appropriate ambient conditions (temperature and lighting) for assembly.
- 7.2. The Customer undertakes to provide the Contractor with all cooperation for the delivery and assembly of the machine, and training in operation and maintenance, in particular to provide the following conditions:
- a) access routes to the place of assembly must accommodate the required means of transporting the machine or parts thereof.

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- b) the machine or parts thereof shall not be damaged as a result of unsuitable storage and handling prior to commencing assembly. In the event of damage, the Customer shall reimburse the Contractor for all reasonable costs associated with remedying the defects. In such a case, unless the Contractor exercises other rights ensuing from this Contract, assembly and acceptance of the machine shall be postponed and extended by the period of time required for the Contractor to remedy the defects and damage.
- c) the machine can be temporarily stored in its original packaging at temperatures ranging from +10°C to +60°C and at a relative not condensing humidity of 5% to 60%. The machine stored in its packaging must not be exposed to environmental conditions (wind, rain, snow, etc.).
- d) the Customer shall ensure unloading of the machine from its means of transport and further transport of the machine or components thereof to the place of assembly and subsequent unpacking. The Customer shall be obliged to ensure unloading and transport of the machine or components to the place of assembly in a manner that does not result in delays and ensures that the work progresses smoothly. In the event that there should be a substantial inoperative time due to the delay in delivering of material or machine these costs will be charged to the Customer. The Customer shall ensure that the Contractor's employees have access to the place of assembly.
- e) the Contractor undertakes to ensure disposal of shipping packaging (with the exception of a container) and packaging materials of the machine in compliance with applicable legislation.
- f) the Customer shall ensure a connection to the main power supply and protective switches according to valid standards, as well as connections to other important distribution systems (air, etc.). The Customer shall also ensure connection of the machine to an internet network at its own expense.
- g) the Contractor to provide the requirement of the place of assembly for the Customer to comply.
- 7.3. The Customer shall secure the Workplace against unauthorised persons.
- 7.4. The Customer shall appoint a responsible person for fulfilling the requirements of the Contractor's assembly personnel and shall inform the Contractor before assembly commences. The Contractor shall appoint a responsible employee – an assembly foreman to communicate with the responsible employee of the Customer before assembly commences.
- 7.5. The Contractor is obliged to inform the Customer in writing of the arrival of the assembly workers at least 5 working days before assembly commences.
- 7.6. The assembly of the machine on the Customer's premises shall also be accompanied by basic training for employees in the operation and maintenance of the machine. The Contractor is not obliged to ensure the start-up of production, or regular production of workpieces.
- 7.7. If the Customer fails to meet the requirements of paragraphs 7.1. to 7.4. of this Article, the Customer shall be obliged to work with the Contractor for any reasonable costs and provide

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to any eventual reimburse incurred as specified in paragraphs 7.2.d. The Parties agree that the obligations specified in paragraphs 7.1. to 7.4. of this Article constitute necessary cooperation for the performance of this Contract on the part of the Customer.

- 7.8. If the Customer requests the presence of employees of the Contractor for the purpose of further training in operation, adjustment of the technology or start-up of production, this shall become the subject matter of a separate contract based on a special order of the Customer.

Article VIII.

8. HANDOVER OF THE WORK AND TRIAL RUN

8.1. Handover of the Work

- 8.1.1. Pre-acceptance of the Work (machine) shall be carried out within 5 working days at the Contactor factory in the presence of representative of the Contractor and the Customer. Scope of the pre-acceptance is Verification of technical specification acc. to Annex No.1.

- 8.1.2. Final takeover of the Work (machine) (hereinafter referred to as "Final Takeover") shall be carried out at the Workplace in the presence of representatives of the Contractor and the Customer. Scope of Final Takeover:

- Verification of technical specification acc. to Annex No.1
- Training of operators for work on machine.
- Training of setters for work on machine, how to set machine, change of tool, explanation of all machine functions
- Acceptance protocol signed by TEM - all deviation from technical specifications of machine mentioned in price offer
"1901264Rev2_TEM_INTECONSCRIMP_ECOTRONIC_GP_2019" has to be mentioned in acceptance protocol.

- 8.1.3. A report shall be written up on the outcome of the Final Takeover; it shall be signed by representatives of both Parties (hereinafter referred to as "the Report").

- 8.1.4. The Customer shall be obliged to participate in the Final Takeover when called upon by the Contractor with reasonable notice to do so. In the event that the Customer does not participate without a valid reason, the Contractor shall be obliged to carry out the Final Takeover itself and to draw up the Report, which will only be signed by a representative of the Contractor. The Final Takeover shall thereby be considered successfully completed.

- 8.1.5. The Customer is not entitled to use the machine before the Final Takeover. If the Customer uses the machine before the Final Takeover without the Contractor's

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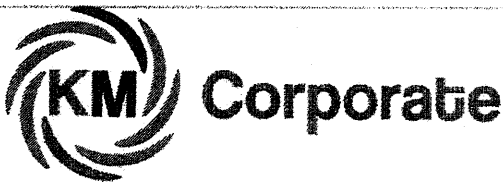
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written consent, this shall be considered takeover of the machine by the Customer. In such a case, the Contractor shall be released from the obligation to carry out the Final Takeover and, concurrently, shall not provide a warranty for the machine.

- 8.1.6.** In the event that the Customer is delayed in handing over the Workplace to the Contractor, the date of Final Takeover shall be moved back by the equivalent number of days of the delay.
- 8.1.7.** The undertaking to perform the Work shall be completed upon the moment of takeover of Work, free of any defects which would prevent the use and operation of the Work by the Customer. The Customer shall not be obliged to take over the Work if it exhibits an evident defect preventing operation. In the event that deficiencies which do not prevent the operation and use of the machine are detected during the Final Takeover, i.e. the machine is capable of achieving the parameters and purposes specified in this Contract, such deficiencies shall be listed in a Takeover Report and shall not constitute a reason to refuse to take over the machine. The Contractor shall be obliged to remedy any such minor defects and deficiencies in the machine which do not prevent its operation and use within no more than 30 days after signing the Report. 5% of the total payment term (50% of the last payments term) will be held back until minor defects and deficiencies in the machine, which emerged during the validation, are rectified.
- 8.1.8.** Upon the signature of the Report of the successful Final Takeover, the Work shall be considered to have been taken over by, and the associated risks shall be passed to the Customer.
- 8.1.9.** The Work shall be handed over to the Customer by the key persons specified in paragraph 14.1. of this Contract. Handover of the Work and confirmation of the Report can also be carried out by another person provided with written authorisation to takeover the Work issued and confirmed by the Customer. Written authorisation shall be a part of the Report.
- 8.1.10.** The Work shall be taken over on behalf of the Customer by the key persons specified in paragraph 14.1. of this Contract. Takeover of the Work and confirmation of the Report can also be carried out by another person provided with written authorisation to takeover the Work issued and confirmed by the Customer. Written authorisation shall be a part of the Report.
- 8.1.11.** In the event that the Work is not taken over, the Customer shall include the reasons of not taking over the Work in the Report. At the same time, the Parties shall include a new date of handover and takeover of the Work in the Report.
- 8.1.12.** The Contractor undertakes to hand over the following to the Customer before signing the Report:

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- Instructions for use (In English language)
- Technical documentation (In English language)
- Declaration of conformity (In English language)
- Service book (In English language)

8.1.13. The documents which the Contractor is required to hand over to the Customer must be legible, clearly arranged and error-free in all places. The documents must be handed over in English, in written printed form; the Contractor is also obliged to provide in the form of a record on a data storage device, in a freely accessible data format determined by the Customer. The costs connected with the preparation and provision of the required number of documents, including corrections, additions, provision of replacements and provision of data backup on a data storage device shall be borne by the Contractor and are included in the Price.

Article IX.

Industrial or Other Intellectual Property Rights

- 9.1.** Documentation submitted in accordance with the supply of the machine before and after the performance of this Contract shall remain the intellectual property of the Contractor.
- 9.2.** The Customer is authorised to use the documentation exclusively for its own needs in order to ensure the operation and maintenance of the machine.
- 9.3.** The Customer undertakes not to copy or otherwise reproduce the submitted documentation without the Contractor's consent, nor to hand it over or make it known to third parties. The Customer undertakes not to copy nor to manufacture parts of the machine for third parties.

Article X.

LIABILITY FOR DAMAGES

10.1. The Contractor shall be liable for any damage caused to the Customer as a result of a violation of the Contractor's obligations ensuing from this Contract. The Contractor shall be obliged to compensate the Customer for any damages, especially any financial amounts that the Customer expends in connection with a violation of the Contractor's obligations ensuing from this Contract, costs of the Customer's proceedings conducted in relation to a violation of the obligations ensuing from this Contract, as well as all costs incurred in connection with defects in the Work including the costs of disassembly of the Work, costs of reassembly of the Work, and costs of putting the final product in which the Work is built out of operation.

Article XI.

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Handwritten initials and signature



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WITHDRAWAL FROM THE CONTRACT

- 11.1. The Customer shall be obliged to withdraw from this Contract in the event that the Contractor fails to supply the Work or does not allow the Customer to take over the Work by the deadline agreed in this Contract, even after being notified by the Customer in writing and after a reasonably provided grace period elapses. The Customer shall not be entitled to withdraw from this Contract in the event that failure of the Contractor to comply with the delivery deadline is caused because the Customer fails to provide the necessary cooperation.
- 11.2. The Customer shall be entitled to withdraw from this Contract by submitting written notice of withdrawal to the Contractor in the event that the Contractor's assets become subject to bankruptcy proceedings or the Contractor enters into liquidation.
- 11.3. The Contractor shall be entitled to withdraw from this Contract by submitting written notice of withdrawal to the Customer in the event that the Customer's assets become subject to bankruptcy proceedings or the Customer enters into liquidation.
- 11.4. The Contractor shall be entitled to withdraw from this Contract by submitting written notice of withdrawal to the Customer if the Customer is delayed by with the payment of any invoices in accordance with Article IV of this Contract by more than 90 days.
- 11.5. In the event of withdrawal from this Contract, the Parties shall be obliged to return any and all fulfilments provided (including any payments made by the Customer) until that time. Neither withdrawal nor any other means of terminating this Contract shall lead to the expiry of:
 - (a) Rights to compensation for damage arising as a result of breach of this Contract
 - (b) Claims arising from liability for defects in the Work
 - (c) Entitlements to the payment of contractual penalties due to violations of this Contract
 - (d) Provisions on the obligation to maintain confidentiality and protect know-how
 - (e) Provisions on choice of law and settlement of disputes
 - (f) Provisions on trade secrets

Article XII. PENALTIES

- 12.1. In the event that the Contractor violates its undertaking to supply the Work by the date of final handover pursuant to paragraph 8.1. of this Contract, the Contractor undertakes to pay the Customer a contractual penalty at the rate of 0.5% of the total price of the machine excluding VAT for each week up to maximum of 4 weeks. For any further delay, the rate to be increased by 5% per week till max 10% of the total price of the machine, by which final handover of the Work is delayed.

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12.2. If the Customer is delayed in paying the Price under this Contract, the Contractor shall be entitled to claim a contractual penalty from the Customer at the rate of 0.02% of the outstanding amount for each day of delay. The delay is defined as more than 15 working days after customer have received the commercial invoice. The Customer shall not be considered in delay in paying the Price under this Contract if a delay occurs as a result of failure of the Contractor to provide the necessary cooperation for payment, or in cases caused by a force majeure.

12.3. Every contractual penalty under this Contract shall be payable within five (5) working days after written notice from the Party who is entitled to the payment of the contractual penalty is delivered to the Party who, by its conduct, inaction, omission or connivance, brings about the right to claim the contractual penalty. Such notice must specify the reason for claiming a contractual penalty and the sum of the requested payment.

Article XIII. FORCE MAJEURE

13.1. Both Parties shall be entitled to suspend the performance of their contractual obligations to the extent in which their performance is rendered impossible or disproportionately hindered by the following circumstances: strikes, closures and any circumstances beyond the Parties' control, such as fire, war, floods, earthquakes, general mobilisation, uprising, requisition, confiscation, embargo, government decree or EU restriction, energy restrictions, and defective or delayed performances of subcontractors due to circumstances listed in this paragraph.

13.2. Should any of the circumstances specified in the preceding sentence occur before or after this Contract is entered into, the affected Party may only suspend the performance of its contractual obligations if the impacts on the performance of the Contract were unforeseeable at the time of entering into the Contract.

13.3. The Party invoking a Force Majeure shall immediately notify the other Party in writing about the occurrence and potential end of such a situation. Failure to do so shall mean that the Party may not invoke Force Majeure. If a Force Majeure prevents the Contractor from fulfilling its contractual obligations, the Contractor shall be obliged to reimburse the Customer for costs incurred for insuring and protecting the machine.

13.4. If suspension of the performance of this Contract pursuant to this Article lasts for more than six months, either Party may withdraw from this Contract by submitting written notice.

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Article XIV. 14. KEY PERSONS

14.1. The Contractor appoints the following key persons:

- (a) Contractual matters: Mrs. Stefania Carlotto
- (b) Technical matters: Ing. Juan Carlos Nanninini
- (c) Technical matters: Ing. Giuseppe Pizzolon

14.2. The Customer appoints the following key persons:

- (a) Contractual matters: Mr. EC Lee
- (b) Technical matters: Mr. Sivaraj

14.3. The Parties undertake to ensure that the positions of key persons are occupied for the entire duration of this Contract and, in the event that a person ceases to perform the functions of a key person, to replace him/her with another person without undue delay, and to notify the other Party of this fact in accordance with Article 14.4. of this Contract.

14.4. The Parties have agreed that they shall each notify the other Party in writing of every change in key persons without undue delay after such a change occurs.

14.5. Any document establishing a change, refinement, addition, or any other modification to the Work, deadlines for the performance and/or the Price shall be signed on behalf of each Party by a person or persons authorised to represent each Party as a statutory body and/or on the basis of a written power of attorney empowering them to do so.

14.6. All communications ensuing from this Contract, both written and verbal, shall take place in English.

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Article XV. FINAL PROVISIONS

Completeness This Contract represents a complete and entire agreement between the Parties relevant to the subject matter of this Contract, and replaces any previous written or verbal agreements entered into in connection with the subject matter of this Contract.

Validity This Contract shall enter into force on the day its is signed by both Parties.

Counterparts This Contract has been drawn up in three (3) counterparts, each valid as an original, of which the Customer shall receive two (2) and the Contractor shall receive one (1).

Applicable Law Unless specified otherwise herein, this Contract and relations established hereunder shall be regulated by Italian law.

Changes and Amendments Any changes to this Contract may only be carried out following a proposal by one of the Parties, and solely on the basis of change requests approved and signed by both Parties.

Annexes All Annexes to this Contract form an integral part hereof. The specific Annexes are as follows:

Annex No. 1 Quote n.1901264Rev2, TEM_INTECONSCRIMP_ECOTRONIC_GP_2019

In case of any conflict between the individual provisions of this Contract and any of its Annexes, the provisions of the Contract shall prevail.

The Parties declare that they have read this Contract and agree to its wording, and in witness of their true and free will, they affix their signatures below.

For the Contractor

Name: STERANIA CARLOTO
Title: C.E.O.

Stamp:

Date and Place PADOVA, 02.12.2019

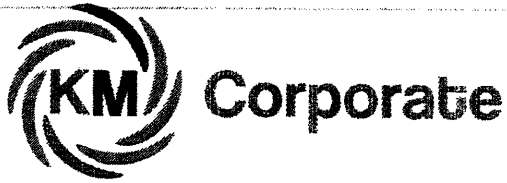
For the Customer

Name: VINCENT HO
Title: DIRECTOR

Stamp:

Date and Place MALAYSIA, 03.12.2019

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ANNEX No.1

Quotation n. **1901264Rev2_TEM_INTECONSCRIMP_ECOTRONIC_GP_2019**

Supplementary clauses to the above quotation:

Scrap rate on Acceptance

- During pre and end acceptance, the target scrap rate for harnesses, caused by the machine, should be ≤ 20000 ppm. (Less than 2%)
- The calculation is based on scrap average of min 3 harnesses, produced of min 1,000 pcs each.
- The long term scrap rate should be ≤ 20000 ppm. (Less than 2%)
- For pre and end acceptance, high quality material such as connectors, wires, mini applicators must be used and supplied from the Customer

Material for testing

- The Contractor to advise materials required and delivery schedule to KM CORPORATE SRL for machine testing to the following address VIA PIOVEGO 1° STRADA NR. 5 – 35010 SAN GIORGIO DELLE PERTICHE.

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