

General Terms & Conditions of Sales, Delivery and Payment

1. Unless stated otherwise, all prices quoted are in Malaysian Ringgit and ex-factory. All additional costs such as packing, freight and forwarding charges, insurance, fees to agents, governmental authorities or other regulatory bodies, duties and tariffs, sales tax or other taxes, shall be charged separately and shall be valid upon delivery. Prices on individual product may vary for purchases of different quantities or product combinations.
2. Our price list is subject to change without notice. We reserve the right to adjust our selling prices in order to provide fully for changes in manufacturers' price, raw material cost, freight, government taxes, duties and tariffs, etc.
3. Unless stated otherwise, our invoices are due and payable within Thirty (30) days of the date of invoice. In case where the payment is delayed, late interest shall be chargeable by us at the rate of 1.5% above the Base Lending Rate of the Central Bank Malaysia (Bank Negara Malaysia) per annum calculated on daily basis.
4. The Purchaser shall settle promptly all invoices due to us. In the event that of any default, we shall have the right to either suspend all further deliveries until the default is made good or to cancel the orders for any goods which have yet to be delivered.
5. We shall not be held responsible for any damage or loss of the goods in transit. Upon delivery at the destination, all delivery orders shall be acknowledged and signed by the purchaser with the company chop. If there is any claim due to damage, defect and/or shortage in the goods so delivered:-
 - a. We must be notified in writing within Seven (7) days of delivery of the goods Provided That any such claim shall not be greater in amount than the actual invoice value of the said goods. If the purchaser fails to inform us of the said defect, the goods are considered as accepted in good condition;
 - b. When defects occur, any use of the goods is to be stopped immediately.
 - c. The defective goods which are confirmed by us in writing will be replaced or rectified to its original state (if practicable), but it shall not form the subject of any claim for consequential loss, damage or expense. In cases where the purchaser cannot justify the existence of any defect, and in cases where the purchaser does not provide the faulty product or samples thereof at our request, we shall not be liable for any claims of defect asserted by the purchaser.
 - d. Any defects in the quality or shortage in quantity of the goods so delivered shall not be a ground for cancellation of the remainder of the relevant purchase order(s).
6. Subject to the terms and conditions stated herein, all goods are deemed to be delivered in good condition and correct quantity to the purchaser. Upon such delivery of the goods, we will issue the invoice to the purchaser and the amount stated in the invoice is deemed to be correct and accurate.
7. Any time or date stipulated by us for delivery is given and intended as an estimate only and we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery or non-delivery howsoever caused. We will use reasonable endeavours to deliver the Goods within the stated delivery date.

8. At the written request of the Purchaser, we may agree to deliver the goods elsewhere other than the address stated in the purchase order PROVIDED that we shall be entitled to charge the purchaser for any extra costs and expenses incurred thereby and we shall not be liable for any delay loss or damage arising by reason of us complying with the written request of the purchaser. The delivery of goods shall be deemed to have been made if we deliver the goods to the location specified by the purchaser. We shall not be liable for any loss or damage whatsoever which the purchaser may suffer resulting from any delay in the delivery of the goods for whatever reason and for any unauthorised collection of the goods. Delivery to a third party(s) nominated by the purchaser may be made at the sole discretion of the Supplier and any such delivery made shall be deemed to be good and effectual delivery to the Purchaser.
9. The Supplier reserves the right to charge demurrage charges on storage of completed goods of customer (i.e. threaded bars / duct etc.) who fail to either collect and/or delay deliveries for a period exceeding two (2) weeks from pre-agreed date of either delivery or self-collection.
10. We shall not be held liable for any use of the goods beyond its limitations or outside the scope or purpose for which it is manufactured. We shall not be held liable either in contract or in tort for any consequential loss, death, personal injury or damage arising or said to arise from the misuse of or any defect in the goods.
11. Any technical advice/support or drawings provided by us in whatever form is given to the best of our knowledge and for general use only and shall be considered non-binding information. Supply of such information by us shall not release the purchaser for checking the suitability of the goods delivered by us for the intended processes and purposes. We expressly exclude our liability for any defect or use of the technical drawings supplied by us. Application, use and processing of the goods are not under our control and are therefore the exclusive responsibility of the purchaser. We expressly exclude all liabilities of whatsoever nature in respect of any installation or product assemble involving our products or any threading services not performed by us or due to any failure of high tensile deformed steel bar.
12. Save and except for express written warranties (if any) by us or the manufacturers, no condition is to be made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or the design, sales or use of any of the goods or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to us. At all material times, our liability on its warranty (if any) shall in no event exceed the costs of correcting defects in the goods sold provided Always that such costs of correcting defects in the goods sold shall not exceed the costs of the goods sold. We do not warrant any equipment of other manufacturers, designated by the purchaser.
13. Our obligations as the supplier set out herein are given and accepted in substitution for and there is hereby excluded all other conditions or warranties whether expressed or implied by statute or otherwise on our part (as the supplier) or our agent or our respective servants or agent; and save for the said obligations neither us nor our agents shall in any circumstances be liable to the purchaser (whether in contract or in tort) for any loss or damage howsoever caused suffered by the purchaser in connection with or arising from the goods supplied by us.
14. The purchaser shall indemnify and hold us harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation of possession of the goods and from negligence or default or misuse by or on the part of the purchaser or any person or persons. The indemnity shall extend to any loss(es) or expense(s) incurred by us and shall continue in force notwithstanding completion or termination of this Agreement.

15. The ownership of and property in the goods shall not pass to the purchaser until payment has been made in full to us, but the goods shall be at the purchaser's risk upon delivery of the same to the Purchaser or any other location specified by the purchaser. If any invoice or payment is overdue in whole or in part, we may recover or re-sell any or all of the goods without prejudice to our any other rights and the purchaser hereby agrees to grant to us, our servants or agents the right and/or license and permit us, our servants or agents to enter the purchaser's premises and/or any other premises in which the goods are stored for the purpose of re-possessing the goods.
16. If the purchaser cancels any purchase order or change the model of the goods ordered, the purchaser shall be liable to pay us a cancellation penalty of Fifty Percent (50 %) of the prices stated in the Sales Contract / Purchase Order. If the purchaser cancels the order of any customized goods, the purchaser shall pay to us the liquidated assessed damage equivalent to our published price for such completed goods or equitable price based on the production costs of processing the said goods (whichever is higher).
17. The Goods once sold and delivered cannot thereafter be returned. The Supplier reserves the right to entertain the return of the Goods at the Supplier's sole discretion provided the Goods are in the sole opinion of the Supplier still in a state of good condition in the original undamaged packaging and have not been used and upon such terms and conditions as the Supplier may impose. All costs and expenses, incurred in packing transport and other delivery charges shall be borne entirely by the Purchaser. All returns are subject to: (a) inspection, and acceptance by the Supplier; (b) consists of current stock items; and (c) a premium charge at the rate of Fifty Percent (50%) of the invoice value of items returned may be applicable at the sole discretion of the Supplier.

18. Export Controls

18.1 Buyer will abide by all applicable export control laws and regulations for all Items purchased from CHR / LEVIAT and will obtain any licenses or approvals by the relevant Government prior to the sale, export, re-export, diversion, or otherwise transfer of CHR / LEVIAT Items. Specifically, Buyer will not sell, export, re-export, divert or otherwise transfer any CHR / LEVIAT products, technology, or software ("Items") (a) for use in activities which involve the development, production, use or stockpiling of nuclear materials of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, nor use CHR / LEVIAT Items in any facilities which are engaged in activities relating to such weapons or applications, without prior authorization from the relevant government; (b) to any sanctioned individual, entity or country unless authorized by the relevant Government; (c) for military end-use or end-users unless authorized by the relevant Government. Buyer's failure to conform with any of the above shall entitle seller to terminate this Agreement in its absolute discretion.

- a. Buyer shall make its records available to CHR / LEVIAT as CHR / LEVIAT's request to confirm Buyer's compliance with its obligations herein. Buyer will indemnify and defend CHR / LEVIAT against all claims based on Buyer's export, re-export, diversion, or transfer of any Item.
- b. If Seller reasonably believes this Agreement and/or the performance of either Party's obligations hereunder would breach any applicable laws, expose the Seller or any of its affiliates to penalty, sanction, or restriction imposed by any government agency, and/or result in harm or damage to the reputation of Seller or any of its affiliates, Seller shall have the right to terminate this Agreement in its absolute discretion. In such case, unless prohibited by law, such termination shall be without prejudice to any rights attached to any conduct prior to the termination by either party, including without limitation payment for services or Items as agreed by the Parties. Buyer shall not be entitled to claim for any economic loss, loss of profit, loss of revenue, loss of opportunity, or any other losses arising from or in connection with the termination.

19. Place of performance and venue for both parties to the contract shall be Kuala Lumpur, Malaysia. This Agreement shall be governed by the laws of Malaysia and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia. We shall also be entitled to initiate legal proceedings against the purchaser in any other countries deemed more suitable in accordance with the established rules of private international law.
20. In addition to any right to lien to which we by law be entitled, we shall (in the event of the purchaser's insolvency) be entitled to a general lien on all goods of the purchaser in our possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold or delivered to the purchaser by us under the same contract or any other contract(s).
21. In the event of any conflict between the terms of the special conditions of sale (if any) and this Agreement, the special conditions of sale shall prevail over this Agreement.
22. Corporate Social Responsibility / Anti Bribery:
 - i. The Purchaser shall comply with all relevant laws relating to human rights, health safety & the environment, data privacy, and anti-bribery and anti-corruption (including The Malaysian Anti-Corruption Commission (Amendment) Act 2018, The UK Bribery Act and The US Foreign Corrupt Practices Act, where applicable).
 - ii. The Purchaser shall also comply with the good ethical business practices as set out in the "CRH Code of Business Conduct"



(Scan QR code to view our Code of Business Conduct)

23. This Agreement shall supersede any earlier sets of conditions appearing in our catalogue or elsewhere and shall overrule any terms or conditions stipulated, incorporated or referred to by the purchaser whether in the purchase order or other documents or in any negotiations. Neither the receipt by us of any of the purchase order upon our quotation or other documents nor the failure by us to object to the provisions, terms or stipulations in the purchase order shall be considered as an acceptance thereof or a waiver of this clause.