

RMSB-GASB/QUO-001/02-2023
23rd FEBRUARY 2023

GALAXY AEROSPACE (M) SDN. BHD
Lot 11-14, MRO Centre,
Malaysia International Aerospace Centre,
Sultan Abdul Aziz Shah Airport, 47200 Subang,
Selangor Darul Ehsan, Malaysia.

Attention: Mr. Yap (019-2713147)

Dear Sir,

QUOTATION FOR FN M3M SPARES FOR THE ROYAL MALAYSIAN NAVY END USE

Further to your here above-mentioned request, we are pleased to submit here enclosed our quotation for the supply of FN® M3M spares for the Royal Malaysian Navy end use.

Our prices are valid till the end of June 2023 for a level of supply in 2024 and are subject to revision in case of delivery should take place after that date.

Our proposal is FCA Kuala Lumpur Airport.

The delivery of the material here proposed to Malaysia is strictly subject to the good receipt of the related Export Licence by the Belgian Authority. The responsibility of Rezki Marine Sdn. Bhd. - FN Herstal is limited to submitting in due time the E/L request based on the good receipt of the necessary documentation by the End User.

Please take into consideration that any other condition (not stated in this offer) will be regulated by our General Sales Conditions here attached.

Best regards.
REZKI MARINE SDN. BHD.



DATIN HAJAH SUZIEYATI BINTI IDHAM
MANAGING DIRECTOR

ITEMS	PART NUMBER	NATO SIRI	DESCRIPTION	QUAN TITY	PRICE PER UNIT	PRICE
001	3005302270	5310-13-118-9956	PLAIN WASHER	10	2.46	24.60
002	3000349120		WASHER, FLAT	50	0.68	34.00
003	3630150790		FITTING SET FOR SEAT TRACK	10	994.87	9,948.70
					TOTAL	10,007.30



COMMERCIAL CONDITIONS

Prices

The above prices are valid for materials supplied FCA Kuala Lumpur Airport as per INCOTERMS 2020, in best FN commercial packing.

They are valid for a level of supply in 2024. We reserve the right to adapt them in case delivery should take place after that date.

Taxes and duties

All taxes, stamps, insurance, consular charges and other duties, fees or charges levied by the Customer's Authorities shall be paid by the Customer, and all such duties, taxes and fees levied by the authorities of the country of origin and/or of the Supplier shall be paid by the Supplier.

Payment terms

100% of total contract value is payable by wire transfer against FN Herstal invoice and packing list before shipment

Indicative delivery terms

12 months as an indication to be confirmed at order time.

Our delivery terms apply to materials which are inspected and certified by FN, packed and ready for shipment and start running when FN HERSTAL receives the official order.

These lead times are valid assuming good receipt in due time by the Buyer of the end-user certificate and granting by our Authorities of the necessary export license.

Any delay arising from the customer to provide the EUC will accordingly increase the lead time.

The materials are supplied in strict accordance with our acceptance, packing and packaging standard. The month of July is excluded for the plant's annual shutdown.

Please note that the delivery dates are always understood to be the last day of the month.

End User Certificate

To be issued by the end-user's authorities on official letterhead, duly signed and stamped, evidencing that the materials are for their own use and will not be re-exported. This E.U.C. will be certified by the Belgian Embassy in the End User's Country and transmitted by this channel to the Belgian Authorities in Brussels.

Proof of the importation of materials

Documents proving that the materials have been regularly imported will have to be supplied by the End User's authorities after delivery of the ordered materials.

Trade controls

Customer hereby acknowledges that defense articles offered hereunder, or some component thereof, may be subject to restrictions on import, export and transfer, and that licenses from the relevant public authorities may be required before such defense articles can be transferred, sold, or otherwise delivered to Customer or to any third parties, and that such licenses may impose the prior receiving by FN Herstal or relevant authorities of additional documentation from Customer to that effect, such as but not limited to, end-user statements, statements by ultimate consignee and/or purchaser or non-transfer and use certificates. Customer further acknowledges that it may not be able to sell, give, loan, export or otherwise transfer or retransfer any of said defense articles that will be subject to export control laws and regulations of any relevant country unless specifically authorized by the authorities of such relevant country or otherwise authorized by the relevant country law(s) or regulation(s).

Place of Inspection

FN HERSTAL SA, Voie de Liège 33, B-4040 HERSTAL, BELGIUM



Inspection

By FN QA Department.

Inspection documents (if required) : FN Certificate of Conformity signed by a representative of FN QA Department.

Shipping address and Case markings

To be notified when placing the order.

Warranty

FN HERSTAL S.A. hereby guarantees the materials quoted in this proposal against all defects in design, shape, size, material, and production for a period of 12 (twelve) months from the date of shipment.

During this warranty period, FN HERSTAL S.A. is fully responsible to repair or replace free of charge all items proved to be faulty. The warranty is not applicable if the default is resulting from BUYER'S misuse or if the product is not maintained according to the maintenance and storage specifications.

Force Majeure

Force Majeure means, among other things, act of God, war, act of Foreign Enemies, terrorism, riot, civil commotion, strike, lockout, other labour disturbance (including slowdown of work), acts of Government, fire, flood, earthquake, explosion, nuclear disaster, epidemic, quarantine and/or confinement restrictions, embargoes, currency restriction, scarce resources, late granting and/or non-granting of the required export and/or import licenses and/or any other relevant authorisation, suspension, cancellation and/or withdrawal of the granted export and/or import licenses and/or any other relevant authorisation as well as any other circumstances beyond the control of FN Herstal which will operate to frustrate the performance of the purchase order and/or contract.

In case of Force Majeure, FN Herstal obligations shall be temporarily suspended and therefore, FN Herstal shall not be liable for and shall not be deemed to be in default for any delay, interruption or failure in performance, due to such causes of Force Majeure.

FN Herstal will be entitled (i) to file a claim for a penalty-free extension of the delivery time of the said purchase order and/or contract for a period of time to be agreed upon between the Parties in view of the circumstances but not less than the period of the Force Majeure Event that delayed said performance, (ii) to request an adjustment of the purchase order and/or contract, or (iii) to request the termination of the purchase order and/or contract in whole or in part without any liability or indemnification without prejudice to the reimbursement of the non-amortized portion of any advance payment.

Validity

This offer remains valid until the end of June 2023, after which date, prices and conditions must be revised.

Bertrand Verrier
Zone Sales Director

Nicolas de GOTTAL
Vice President
Commercial and Marketing

GENERAL TERMS AND CONDITIONS OF SALES**EFFECTIVENESS, APPLICABLE LAW AND JURISDICTION**

By placing purchase orders with FN Herstal S.A., the buyer irrevocably and unconditionally accepts the present General Terms and Conditions of Sales, and any conflicting terms appearing on buyer or buyer agent's form, document or correspondence of any kind, whether prior, concomitant or subsequent to FN Herstal S.A.'s Acknowledgement of Order, is hereby specifically excluded. These General Terms and Conditions of Sales shall be exclusively subject to the laws of Belgium, without respect to its rules of conflict of law, and the application of the Convention of the United Nations on International Sales Contracts done in Vienna on 11 April 1980, is hereby specifically excluded. Exclusive jurisdiction is assigned to the competent court of Liège, Belgium. For the purpose of his transactions with FN Herstal S.A., the buyer agrees to elect domicile at the registered seat (BV) of FN Herstal S.A..

SALES INFORMATION

All information stated in FN Herstal S.A. commercial literature, price list or appearing on the World Wide Web are provided for general purpose only and shall not be binding upon FN Herstal S.A., unless expressly endorsed in writing by an authorized signatory of FN Herstal S.A..

END USES / END USERS

Determination of the suitability of FN Herstal S.A.'s products and/or services for any contemplated usage shall be the sole responsibility of buyer and FN Herstal S.A. shall have no responsibility in that regard. Subject to additional limitations under existing industrial property rights, the buyer is hereby informed that products and/or services provided for under any purchase order or supply contracts are subject to various national and international laws on military weapons. As such, buyer agrees to be responsible for being knowledgeable as to all laws, regulations, and requirements applicable to the export, re-export, resale, shipment, or diversion of FN Herstal S.A.'s products and/or services. The buyer agrees to indemnify, defend and hold FN Herstal S.A. harmless from any and all costs (including attorneys' fees) expenses, judgments, penalties, or other liabilities due to buyer's failure to comply with these applicable laws, regulations and requirements.

OFFERS AND PRICES

Written offers will be binding upon FN Herstal S.A. solely with regard to product or service commitments expressly mentioned in said offers for the duration of the stated acceptance period. Prices for products or services shall be those in effect at the time of such offer issuance and FN Herstal S.A. reserves the right to amend these prices at its sole discretion for any future transaction.

ORDER ACCEPTANCE

Purchase orders shall be deemed accepted by FN Herstal S.A. upon receiving FN Herstal S.A. initial offer counter-signed by buyer's duly authorized signatory within the stated acceptance period, subject to availability of stock.

ORDER TERMINATION

Should the buyer be liable for any breach of obligations under any accepted purchase order and does not remedy such breach within seven (7) business days from a proper notice to that effect, or should the buyer fail to provide FN Herstal S.A., upon request, with adequate assurances of future performance or become insolvent or there is filing by or against the buyer of a petition in bankruptcy, reorganization or other insolvency proceeding, or should the buyer notify its intention not to fulfill any accepted purchase order, FN Herstal S.A. shall be authorized to cancel any such accepted purchase orders without further notice and without any liability, indemnification or reimbursement whatsoever and shall further be entitled to claim compensation for any and all damages, costs, expenses or prejudices sustained by reason of such breach and/or cancellation.

PAYMENT TERMS

Unless otherwise specified in writing to the buyer, full payment of FN Herstal S.A.'s invoices shall occur upon final reception of products and/or services as defined in the relevant purchase order, and shall be made by wire transfer in euro to FN Herstal S.A.'s bank account BNP Paribas Fortis 240-0044000-63 / IBAN BE40 2400 0440 0063 / BIC GEBABEBB. If payment is not received within due date, FN Herstal S.A. may apply late payment charges on any outstanding balance without prior notice to buyer at a rate equivalent to the legal interest rate applicable for Belgium increased by seven (7) base points as well as an incompressible liquidated damage of two hundred and fifty (250) euros to cover late payment management charges.

Compensation between amounts due to or from buyer, whatever the reason, is hereby specifically prohibited.

TAXES

FN Herstal S.A.'s prices are exclusive of national, state or local taxes that may apply on the transfer of FN Herstal S.A.'s products or services, and which shall be paid for by the buyer. All such taxes will be set forth by FN Herstal S.A. as separate items on our invoices or on buyer's generated self-bills, as the case may be. FN Herstal S.A. reserves the right to adjust its prices at any time before the payment due date should there be any change in applicable custom duties or taxes.

DELIVERY TERMS

Unless otherwise confirmed in writing by an FN Herstal S.A. authorized representative, delivery or installation dates are given for information purpose only and are not legally binding upon FN Herstal S.A.. Unless otherwise agreed in writing, product delivery shall be EXW Herstal Incoterms 2010. Should the buyer refuse or fail to take delivery of the same when placed at his disposal, FN Herstal S.A.'s responsibility shall be exclusively limited to the reasonable storage of such products at buyer's costs and risks. Risk of loss to all products supplied hereunder shall pass to buyer in accordance with applicable Incoterms 2010 and buyer will be responsible for notifying in due time against FN Herstal S.A. or against the relevant carrier any reservations or claims for visible damages or missing quantities, if any. Failure by the buyer to provide such notice of visible damages at delivery or of missing quantities within seven (7) calendar days from delivery will be deemed a waiver from buyer for all claims with respect to said visible damages or missing quantities.

TRANSFER OF TITLE

FN Herstal S.A. retains title to its products until they are fully paid for. However, prior to such full payment, the buyer is authorized to use, integrate, or process FN Herstal S.A.'s products within the normal course of its business provided said products are not pledged or offered as securities to any creditor. Should the buyer integrate or process such products for further sales, buyer hereby irrevocably assigns to FN Herstal S.A. the title into the resulting processed or integrated products as an unconditional guarantee for FN Herstal S.A.'s payment claims and hereby warrants it will secure the same from the final user.

LIMITED WARRANTY

FN Herstal S.A. only warrant that at the time of delivery and for the specified warranty period, all its products (1) will be new when delivered, (2) will conform to their current or agreed technical specifications, (3) will function in accordance with their intended design, (4) that FN Herstal S.A.'s will convey good title to such products and/or services and (5) that such products and/or services will be delivered free from any lawful security interest, lien or encumbrance. This limited warranty is in lieu of all other, written or unwritten, express or implied, warranties and FN Herstal S.A. expressly disclaims any express or implied warranty of merchantability or of fitness for a particular purpose with regard to said products or services. The above limited warranty will not apply to any product that has been repaired or modified by a third party or without FN Herstal S.A. prior consent, or to any product that has been damaged, stored or handled negligently, faultily or incompetently.

TOLERANCES

Shelf items delivered by FN Herstal S.A. in bulk shall be deemed conforming when (i) their quality meets their current or agreed technical specifications and (ii) their quantities remain within the customary tolerance limits of the trade for such shelf items.

REMEDY FOR NON-CONFORMITY

Upon delivery and in any event within six (6) weeks from said delivery, the buyer shall thoroughly inspect FN Herstal S.A.'s products and/or services against their specifications in order to determine any qualitative non-conformity and shall further notify FN Herstal S.A. in writing in case of any non-conforming product or services. Failure by buyer to provide FN Herstal S.A. with this written notice within this six (6) weeks period will be deemed a waiver from buyer for all non-conformity claims with respect to said products or services. If requested by FN Herstal S.A., any allegedly non-conforming product must be returned to FN Herstal S.A.'s attention at FN Herstal S.A.'s costs, and buyer admits that such product or equipment return shall never be considered as an admission of liability in any way. Unless otherwise agreed in writing prior to any purchase order execution, FN Herstal S.A.'s liability for any claim or cause of action for proven non-conforming products or services is expressly limited, at FN Herstal S.A.' sole discretion, to either the replacement, repetition or repair of products or services shown to be other than as warranted or the reimbursement of the purchase price effectively paid

for such products or services, and FN Herstal S.A. further disclaims any liability for any incidental, consequential or special damages arising out of the same. Additionally, including for cases of gross negligence, FN Herstal S.A.'s liability for bodily injuries resulting from the non-conformity of its products or services is irrevocably limited to the total amount of the purchase order, with a maximum of five hundred thousand (€500,000.00-) euros per occurrence.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

FN Herstal S.A. expressly disclaims any written or verbal, express or implied, warranty against patent infringements with respect to the use of FN Herstal S.A.'s products. All names, logos, trademarks and distinctive signs appearing on FN Herstal S.A.'s products and/or sales materials are registered marks or are protected by intellectual property rights and buyer acknowledges that the use, reproduction or representation of the same on any support is strictly prohibited without the prior written consent from their legitimate owners.

CONTINGENCIES

Any and all events outside FN Herstal S.A. immediate and reasonable control, such as without limitations, strike, including of FN Herstal S.A.'s own personnel, lock-out, floods, fires, transport disruptions or stoppages, scarce resources, including energies, allocated raw materials or parts and/or significant accidents, which prevent or delay, in part or in full, the manufacture, shipment or delivery of FN Herstal S.A.'s products or services, shall authorize FN Herstal S.A. to delay or suspend, in part or in full, the manufacture, shipment or delivery of said products or services without any liability

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