

GENERAL TERMS AND CONDITIONS

LAST UPDATE 09/2020

BALLUFF

In this Terms and Conditions, the terms "we", "our", "us" and "Balluff" shall all refer to and mean Balluff Automation Malaysia Sdn Bhd.

I. General – Oral Additional Agreements – Offers

- Any of our deliveries and services (hereinafter referred to as "**Service(s)**") are subject to the following General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") exclusively. We do not accept conflicting, differing and/or terms and conditions not contained in our Terms and Conditions unless expressly agreed upon their application in writing. This also applies in case we unreservedly perform deliveries of products and services with knowledge of conflicting, differing conditions or conditions not contained in our Terms and Conditions or if you refer in your request, your order or in any other context when performing the contract to the application of its terms and conditions.
- Our sales personnel are not authorized to make oral additional agreements.
- Unless otherwise expressly agreed upon, our offers for delivery, price and services are not binding. The order does not become binding for us until we confirm it in writing or tacitly accept it by delivery or services or issuance of an invoice.
- All contracts concluded with you are under the condition precedent that the necessary export licenses will be granted resp. there are not conflicting any obstacles due to our position as exporter resp. there are not conflicting any export regulations which must be observed by our suppliers.
- Unless otherwise expressly agreed upon, illustrations, drawings, calculations and other product-, application- or project-related documents which contain valuable know-how or valuable information remain our sole property and are subject to our copyright even if handed over to you; they may not be reproduced or made available to third parties without our prior written consent.

II. Delivery – Date of Delivery – Extension of the Delivery Period – Part Performance

- Unless otherwise expressly agreed upon, the agreed dates for deliveries and services are not fixed deadlines.
- The delivery and service period respectively the period for service does not commence until all details are clarified and both parties have agreed on all the terms and conditions of the contract. The prerequisites for adherence to delivery periods respectively to periods for service are:
 - All documents which are to be provided by you have reached us on time;
 - All approvals and releases which are to be provided by you have been issued on time; and
 - Your contractual obligations, particularly your payment obligations, have been met in full on an time.
- Unless otherwise expressly agreed upon, the delivery period is considered to have been met if the goods have left our plant within the agreed delivery period.
- The delivery and service period shall be reasonably extended if:
 - the failure to comply with the delivery and service period is due to force majeure (as defined hereunder), and shall also apply if force majeure occurs during an undue delay in delivery;
 - the delay in performance of this contract is attributable in whole or in part to any cause beyond our supplier's control, including unpredictable failure and/or delay in delivery by our supplier due to force majeure;
 - necessary approvals or documentation from third parties which are to be provided by you are not presented in time;
 - the necessary specifications are not made known by you in time.
- Should we be in a situation where we are not able to fulfill delivery of all Goods in an order, you agree that we shall be entitled to perform partial delivery of the Goods and invoice you separately in each case, provided that you are notified in advance of such partial delivery.
- In case the delivery is delayed at your request or due to circumstances for which you are responsible, we are upon demonstration of readiness to ship, arrange for storage of the Goods at your risk and expense and we shall be entitled to charge you the costs resulting from storage but not less than 0.5 % of the invoice amount for each week commenced, but in maximum 10 % of the invoice amount. If, not otherwise agreed the costs for storage, both parties may prove that greater, lower or no storage costs have resulted. The statutory rights to withdraw from the contract and to claim damages remain unaffected thereby.
- No order that has been agreed upon shall be cancelled or modified (or thereof) unless mutually agreed upon. We reserve the right to charge for losses, cost, damages, charges, and/or expenses incurred when the contract is terminated.

III. Force Majeure – Cancellation – Failure of Supplier

- If by any reason of any event of force majeure, any of the parties to this contract is delayed in or prevented from or hampered in performing any of its obligations under this contract, then such delay or non-performance shall not be deemed to be a breach of this contract. In such an event, neither parties shall be liable for any failures or delay in performing their obligations arising from such force majeure event.
- For avoidance of doubt, a force majeure event shall include, but not be limited to any cause beyond the any parties' reasonable control, including, but not limited to, acts of God, acts or omission of any government or order, rules, acts or omission of transportation/ logistics companies, material shortages, and/or delays in transportation, and/or delays of its suppliers, manufacturers and/or subcontractors for like cause, and/or where the Goods is seized by the local customs authorities causing a delay to load, regulations or orders of any governmental authority or any officer, department, agency thereof, fire, storm, flood, earthquake, accident, acts of war, epidemic, pandemic, rebellion, insurrection, riot, invasion, strikes, industrial disputes or lockouts, or anything regarded as being beyond the reasonable control of the Seller in question.
- If it is impossible for us to fulfill the delivery and services within an appropriate period of time due to force majeure, both parties are entitled to withdraw in full or in part from the contract. The same applies to subsequent impossibility of performance of contract which we are not responsible for. No damages may be claimed for such a withdrawal. If one party intends to withdraw from the contract due to the aforementioned reasons it must inform the other party without delay.
- We are released from our delivery obligation if we ourselves are not supplied in time with the correct goods needed to fulfill the contract without any fault on our part.

IV. Retention of Title

- We reserve title to all the purchased goods until complete payment of your present and future claims to us which result from the current business connection. This also applies in case the payment for certain goods indicated by you has been made. If the retention of title is linked to special prerequisites or formal requirements in your country you are obliged to notify us accordingly and to ensure fulfillment at your expense.
- If you act in breach of contract, in particular if you fail to pay the purchase price due within the stipulated timeline, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title. The demand for return also includes the declaration of withdrawal. If you do not pay the due purchase price, we may only assert these rights if we have previously set you a reasonable deadline for payment without success or if such setting of a deadline is dispensable under the statutory provisions.
- Linkage, blending or processing of the goods shall take place on behalf of us as the manufacturer, but without any obligation for us. If (joint) title is terminated due to linkage, blending or processing, it is already now agreed that we shall acquire joint title to the new item in proportion to the value of the item supplied by us compared with the other goods at the time of linkage, blending or processing. You have to store the items of which we have (joint) title for us at no charge to ourselves. You shall further bear costs relating to insurance and handling of the Goods
- Resellers are permitted resale of the goods in the course of ordinary business unless revoked. We may revoke this right of resale if (a) you stop payment, (b) you are in delay of payment, or (c) if there are indications for deterioration of property or other facts after conclusion of contract are given that corroborate the belief that our claim is endangered due to a lack of performance. For goods in which we have (joint) title, you hereby assign to us by way of security all claims arising from resale of the goods delivered to third parties or from any other cause in law in the sum of the invoice value of the corresponding goods. On demand you are obliged to provide us with written declarations of assignment. You are revocably authorized to collect the assigned claims against the third party in the course of ordinary business in your name. This collection authorization may be revoked by the same reasons as the right of resale.

- Pledges and transfers by way of security are not permitted. You must inform us without delay in the event of an application for the opening of insolvency proceedings, of any attachment of property, distraint or any other disposals or interferences by third parties.
- We undertake at our discretion to release the collateral that we hold upon your request insofar as the value thereof exceeds the claim to be secured by more than 10 %.

V. Passing of Risk – Incoterms – Transport Insurance

- Unless otherwise expressly agreed upon, the delivery will take place "DDP" (Incoterms in their applicable version, currently Incoterms 2020) regarding that place indicated in our offer or in our acceptance or if in our offer or our acceptance no place is indicated "ex works" Malaysia.
- Unless otherwise expressly agreed upon, the risk of accidental destruction and/or accidental deterioration and/or loss of the products shall pass on to you as soon as the products have been handed over to the person executing the transport, at the latest when the products leave our distribution center. This also applies if we have to handle with the delivery. If shipment is delayed for reasons you are responsible for, the risk of accidental destruction and/or accidental deterioration and/or loss of the products shall pass on to you upon the information that the products are ready for delivery.
- If internationally customary shipping and risk bearing clauses are used in the contract, these are to be interpreted according to the international Rules for Interpretation of Trade Terms (Incoterms in their applicable version, currently Incoterms 2020).
- We will provide transport insurance only upon agreement and at your expense.

VI. Warranty Claims – Complaint Obligations

- Unless otherwise expressly agreed upon, quality and usability are regulated exclusively and exhaustively in the technical data sheet or in the instruction manual referring to the respective product.
- We are in agreement that in case of a claim for supplementary performance (subsequent improvement or additional delivery) the most cost-effective alternative shall be chosen, provided that this alternative is not to your detriment.
- Any subsequent performance on our part shall generally only be carried out as a gesture of goodwill and without recognition of an obligation to perform, unless we have agreed otherwise with you or, we have expressly recognized a claim for subsequent performance against you before or in connection with the subsequent performance.
- We shall bear – insofar as the complaint proves to be justified – the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden for us.
- Insofar as the expenses required for the purpose of subsequent performance are increased by the fact that you have taken the goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by you.
- Complaints due to incomplete or incorrect delivery must be made to us in written form immediately but not later than within one week following delivery (apparent defects) or discovery of the defect. If no such written notice of rejection is received within the stipulated timeline, the assertion of warranty claims is excluded and you shall be deemed to have accepted delivery provided thereto "as is where is basis".
- We do not agree with any restriction of your statutory requirements regarding inspection and complaint of goods receivable, unless required by Malaysian law and/or regulations.
- Warranty claims are subject to a limitation period of 24 months following transfer of risk.
- If a certain number of operations or switching cycles is agreed for a product this agreement is only valid until the limitation periods described in Section VI.8 above are expired. If the agreed number of operations or switching cycles of a product is reached prior to the expiration of the limitation periods described in Section VI.8 above all performance and warranty claims resulting from such an agreement cease with immediate effect. The agreement of a certain number of operations or switching cycles is only valid if the product is used under the environmental conditions described in the appropriate technical data sheet or in the appropriate instruction manual.
- Warranty claims are excluded among other things in cases of:
 - failure of inspection and complaint of goods receivable as described in Section VI.6 and VI.7 above;
 - subsequent tampering and/or unauthorized modification to the goods unless there is evidence that the defect was not a result of such a modification.
 - defects which occur due to normal wear and tear and/or your improper usage or improper storage of the goods.
- Compensation for damages may only be required from us in accordance with Section VIII.

VII. Industrial Property Rights and Copyrights – Defects of Title

- Unless otherwise expressly agreed upon, we are obliged to fulfill the deliveries and services free of Industrial Property Rights (hereinafter referred to as "Industrial Property Rights") only in the countries where the goods are produced or where delivery of the goods is made. "Industrial Property Rights" in terms of these Terms and Conditions are patents, utility models, design patents, trademarks, including their applications, as well as copyrights. Insofar as a third party raises any justified claims against you due to infringement of Industrial Property Rights through deliveries and services supplied by us and used in conformity with the contract, we shall be liable to you within the period defined in Section VI.8 as follows:
 - We will at our discretion and at our expense (a) either acquire the rights of use for the deliveries and services in question, (b) alter them in such a manner that Industrial Property Rights are not infringed, or (c) exchange them. Should this not be possible for us at suitable conditions, you are entitled to withdraw from the contract or obtain a reduction in the price as provided for by law. Compensation for damages may only be required in accordance with Section VIII.
- The above-mentioned obligations exist only if and insofar as you inform us in writing immediately concerning the third party claims asserted, do not recognize/ acknowledge any infringement and all defensive measures and settlement proceedings remain reserved to us.
- Your claims are excluded insofar as you are solely responsible for the infringement of the Industrial Property Rights.
- Your claims are also excluded insofar as the infringement of Industrial Property Rights is due to your special instructions or due to any use not to be foreseen by us or has been caused by the goods being altered by you without authorization.
- Claims against us or our vicarious agents due to deficiencies in title over and above or other than those governed in this Section VII are excluded.
- In the case that in connection with the fulfillment of the contractual obligations a result will be generated that will able as Industrial Property Right all Industrial Property Rights regarding this result will belong solely to us unless you were significantly involved in the creation of the result. In such a case or in all other cases in which a result capable of being protected by Industrial Property Rights was jointly created, we agree that we are entitled to at least a royalty-free, non-exclusive, right to use the result, unrestricted in terms of time, location and content.

VIII. Liability

- Except for cases of willful misconduct or gross negligence by us, we shall only be liable for any justified claim for direct damages caused by defective Services or due to a breach of our contractual obligations. In no circumstance shall we be liable to you for any indirect, consequential, special, incidental or punitive damages or any lost profits, loss of use, damage to goodwill or loss of business.
- Our maximum aggregate liability for any claims arising out of or in connection with a contract shall be capped at the total contractual amount of the particular contract.
- All limitations of liability shall apply to the same extent to our vicarious agents.
- You further agree that the failure or omission of either party at any time to exercise any of the rights or remedies available under this contract or by us for any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding rights or remedies or waiver of any continuing or succeeding breach of such provision.

IX. Prices – Price Increases

- Our prices are net prices. They are "ex works" (Incoterms in their applicable version, currently Incoterms 2020). Packing, shipping and insurance shall be billed separately unless otherwise expressly agreed.
- In cases where the net invoice amount is below RM 500 (or equivalent in Euro or SGD), a surcharge of MYR 50 (or equivalent in EUR or SGD) is chargeable by Balluff.

X. Payment Terms – Set-off – Securities – Assignment

1. Unless otherwise expressly agreed, payment terms are cash in advance and in any case prior to deliverance of any Service(s).
2. Prices quoted by us may be in Malaysian Ringgit, Singapore Dollar, or Euros. When making payment to us, you agree to make full payment in the respective currency and amount quoted.
3. If payment is made via bank transfer, you shall bear all international and domestic bank charges and any administrative charges imposed by the banks.
4. Late interest of 1% per month calculated on the total invoice amount shall be payable by you if any amount is not paid on the earlier of: (a) taking delivery of any Service(s) or (b) expiry of the payment due date of the relevant invoice.
5. Prices quoted are including import duties and SST, unless the buying party is holding the LMW license and entitled for import fee exemptions. Companies with LMW license need to advise on preferred import process and provide information about their license number and HS code list. LMW-holding companies are entitled to receive quotation in net price excluding duty and tax.
6. Any payments made on the invoices, including deposit and late interest, are non-refundable and any Service(s) provided or to be provided are non-exchangeable.
7. If we reasonably believe that your financial situation deteriorates after conclusion of the contract or if we become aware of other facts after conclusion of the contract which justify the presumption that our claim against you is jeopardized by the inability to perform by you, we may demand corresponding adequate securities for our services and/ or revoke any payment terms granted. If you do not present the adequate securities requested by us within a reasonable time, we may withdraw from the contract without incurring any liability to you. Our existing rights to claim for Services provided and work done in anticipation of providing the Services shall remain unaffected.
8. Except with the prior written consent of Balluff, any contractual relationships and the associated rights are non-assignable.

XI. Obligations in case of resale

1. Where you resell any objects of delivery (i.e. Balluff products) you are obliged to observe all applicable and relevant regulations including the:
 - (a) Customs Act 1967 (Act 235);
 - (b) Customs (Prohibition of Exports) Order, 1998;
 - (c) Strategic Trade Act 2010 (Act 708);
 - (d) Sale of Goods Act 1957 (Act 382);
 - (e) Other applicable Malaysia laws and regulations;
 - (f) German Außenwirtschaftsgesetz (AWG)
 - (g) German Außenwirtschaftsverordnung (AWV)
 - (h) EU-Dual-Use-Directive (Directive (EU) Nr. 428/2009); and
 - (i) US Export Administration Regulations (EAR) in their current valid version – and to obligate your customers accordingly.
2. You agree to defend, indemnify and hold us harmless from and against all claims, damages and costs whether direct, indirect or consequential, including attorney's fees arising out of or resulting from the non-compliance of the laws and regulations listed in this Section XI and you agree to indemnify us and keep us harmless from any claims raised against us in connection therewith.

XII. Return of Electronic Devices – Return of Packaging

1. You are obliged to dispose of delivered products after the end of their use at your own costs and expense in accordance with Environmental Quality Act 1974 (Act 127), in particular the Environmental Quality (Scheduled Wastes) Regulations 2005 (hereinafter referred to as "Regulations") and/or other applicable statutory provisions in Malaysia. You shall ensure that any products falling within the categories of waste listed in First schedule of the Regulations generated by you are properly stored, treated on-site, recovered on-site for material or product from such scheduled waste or delivered to and received at premises prescribed by the Environmental Quality (Prescribed Premises) (Scheduled Wastes Treatment and Disposal Facilities) Order 1989 [P.U. (A) 140/1989] for treatment, disposal or recovery of material or product from such wastes.
You further agree to release us from our take-back obligations and from any related third-party claims, if any. You shall also contractually obligate commercial third parties to whom you pass on the delivered products to ensure that these third parties are properly licensed by the Department of Environment (hereinafter referred to as "DOE") and properly handle and/or dispose of the products at the end of their use and at their own expense in accordance with the statutory provisions and/or other corresponding regulations in the event that the products are passed on again. If you violate your obligation to pass on the obligations to your customers, you are obliged to take back the delivered products at your own expense after the end of their use and to dispose of them in accordance with the legal regulations resulting from the WEEE Directive 2012/19/EU and the respective national implementations of this Directive or corresponding regulations in non-EU member states.
2. If we are obligated in accordance with any statutory laws, we will return on your demand the transport packaging. You have to bear the cost for the return transport of the transport packaging.

XIII. Place of Fulfilment – Place of Jurisdiction – Applicable Law

1. Place of fulfillment for all duties resulting from the contractual relationship is Malaysia.
2. These Terms and Conditions shall be governed by the laws of Malaysia.
3. Any Dispute which is not resolved by the parties as aforesaid within **thirty (30) days** after the Dispute has arisen shall be submitted to arbitration in accordance with, and subject to, the rules of the Kuala Lumpur Regional Centre for Arbitration (hereinafter referred to as the "KLRC").
4. The Parties shall appoint an arbitrator who is acceptable to both parties to arbitrate the Dispute. In the event the parties are unable to agree on an arbitrator within seven (7) days of the Dispute being referred to arbitration, the Chairman for the time being of the KLRC shall appoint the arbitrator, and the decision of the Chairman as aforesaid shall be binding on the parties.
5. The arbitration proceedings shall be held in Malaysia and shall be conducted in the English language.
6. The decision of the arbitrator and any award granted by the arbitrator shall be final and binding on the parties, save for manifest effort.
7. The reference of any Dispute to arbitration in accordance with this clause herein shall not excuse the parties from continuing with the performance of any other obligations under this Agreement which are not affected by the Dispute.
8. Additional Conditions regarding Software
When we provide you, as a part of or in connection with our deliveries and services, with software (hereinafter referred to as "Software") for usage – against payment or without charge – the following additional conditions shall apply. In the event that the conditions contained in Sections I - XII above and the following conditions contained in Sections XIII - XVII should contradict themselves regarding Software the following condition shall prevail.

XIV. Rights of Use

1. We grant you the non-exclusive right of intended use of the Software. The intended use is described in the technical data sheet or in the instruction manual referring to the respective Software. The right of use is limited to the agreed period of time; in the absence of such an agreement the right of use shall be unlimited in time.
2. You may use the Software solely with the hardware referred to in the technical data sheet or in the instruction manual, in the absence of such reference, the use shall be limited to the respective Product delivered together with the Software. The use of the Software on any other device requires our prior written consent; in case of a culpable infringement of this obligation we are entitled to claim an appropriate additional remuneration. Further claims remain unaffected hereby.
3. Where the technical data sheet or the instruction manual refers to more devices you may use the Software simultaneously only on one of those devices (Single License), to the extent that we have not agreed exceptionally on a Multiple License (cf. Section XIV.11). Where more than one workplace exists for a specific device where the Software can be used independently, the Single License shall apply to only one workplace.
4. The Software will exclusively be provided in machine readable format (object code).
5. You are entitled to make only one copy of the Software solely for back-up purposes (back-up copy).

- Any other duplication is allowed only subject to a Multiple License agreed exceptionally.
6. You are not entitled to modify, decompile, translate or isolate parts of the Software. You may not remove alphanumeric or other identifiers from the data medium and you must transfer such identifiers unchanged to any back-up copy.
 7. We grant you the right – which shall be revocable for good cause – to transfer the right to use the Software to a third party. The right to use the Software may only be transferred together with the Product you have purchased in combination with the Software from us. If the right to use is transferred to a third party you must ensure that the right to use granted to the third party does not exceed the scope of rights to use the Software granted to you under these Terms and Conditions and the related technical data sheet or the related instruction manual, and you must ensure that the third party shall be obliged to comply with at least the same obligations as are imposed in these Terms and Conditions. When transferring the Software, you may not retain any copies of the Software.
 8. You are not entitled to grant sublicenses.
 9. Where you provide the Software to a third party, you must ensure that any existing export requirements are observed; in case of a culpable infringement you must hold us harmless from any duties and claims in this respect.
 10. To the extent that Software is provided to you for which we have only derived rights to use (third party software), the provisions of this Section XIV are amended and superseded by the conditions of use agreed between us and our licensor. To the extent that we have provided you with open source software, the provisions of this Section XIV are amended and superseded by the conditions of use underlying the open source software. We will point out in the technical data sheet or in the instruction manual if third party software or open source software and pertaining conditions of use exist and make the conditions of use available if so requested by you. Any breach of these conditions of use on the part of you shall entitle not only us, but also our licensor, to assert claims and rights arising therefrom in its own name.
 11. The use of the Software on more than one device or simultaneously at more than one workplace by you requires a separate agreement on the right to use. The same shall apply if the Software is used in networks even if the Software is not copied for this purpose. With regard to the situations named above (hereinafter referred to as „Multiple License“) the following provisions (a) and (b) shall apply in addition to and with priority over the provisions of Section XIV.1 to XIV.10:
 - (a) A Multiple License requires that we expressly confirm in writing the number of admissible copies that you may make of the Software and the number of devices respectively workplaces where the Software may be used. Section XIV.7 shall be applicable to Multiple Licenses provided that they may be transferred by you to third parties only if transferred in their totality and together with all devices on which the use of the Software is allowed.
 - (b) You must observe the duplication rules provided by us together with the Multiple License. You must keep records on the whereabouts of all copies made and submit us them upon request.

XV. Passing of Risk

If the Software is provided via electronic communication media (e. g. via internet) the risk of accidental destruction or accidental deterioration shall pass when the Software leaves our sphere of influence (e. g. when making a download).

XVI. Additional Obligations to Cooperate and Liability

1. You have to take all required and reasonable measures to prevent or limit damage attributable to the Software. In particular, you have to make regular back-up copies of the programs and data.
2. To the extent you culpably breach this obligation, we will not be liable for any consequences damages and/or loss arising therefrom; this shall apply in particular to the replacement of lost or damaged data or programs. A change in the burden of proof to your disadvantage is not associated with the provision above.

XVII. Warranty Claims

1. The parties agree and acknowledge that software generally cannot be created without errors; this also applies to the Software covered by these terms and conditions.
2. Warranty claims regarding Software are subject to a limitation period of 12 months following transfer of risk. This limitation shall not apply in cases of injury to body or health, death, and in cases of willful, intentional or gross negligence or misconduct by us.
3. Software is considered to be defective only if you can prove that there are reproducible deviations from the specifications regulated exclusively and exhaustively in the technical data sheet or in the instruction manual. A defect shall not be deemed to exist if it does not manifest itself in the latest version of the Software supplied to you, and the use thereof by you can reasonably be required.
4. Warranty claims do not exist in any of the following cases:
 - damages resulting from faulty or negligent handling of the Software,
 - damages resulting from particular external influences not assumed under the contract,
 - modifications and tampering made by you or third parties, and any consequences resulting therefrom,
 - software extensions made by you or a third party through the use of an interface provided by us,
 - incompatibility of the Software with the data processing environment of you.
5. A claim of supplementary performance will be settled regarding Software by us as follows: We will provide you with a replacement by way of an update or an upgrade of the Software if available to us or obtainable with reasonable efforts by us.

XVIII. Industrial Property Rights and Copyrights – Defects of Title

If a third party claims legitimately due to an infringement of protective rights regarding Software we are liable according to Section VII within the limitation period according to Section XV.

XIV. Severability

Any part, term, provision, representation or warranty of this contract which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

XV. Contact

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