

1. Definitions

"Business Day" means whenever the business of the BUYER is in operation in Malaysia.

"BUYER" means the legal entity and/or the company issuing the PO/WO.

"Goods" means any moveable goods and/or any articles to be supplied by the Supplier to BUYER pursuant to the PO.

"Confidential Information" means all proprietary information relating to the activities, business, projects and operations of the Buyer including all information relating to the assets, financial condition, financial information, financial data, strategies, research, products, software, services, engineering prospects, processes, drawings, layout plans, diagrams, marketing, planning, programming, technical and legal data, ideas, concepts, business opportunities and IPR.

"IPR" or "Intellectual Property Rights" means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and proprietary confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

"PO" means the terms and conditions of the supply of the Goods issued by BUYER and duly signed by its authorized representative(s), to the Supplier.

"Price" means the sum stated in the PO and/or WO being payable by BUYER to the Supplier for the Works being performed and /or Goods being supplied by the Supplier to BUYER.

"Supplier" means the person(s) and/or legal entity and/or company to whom the PO and/or WO is issued.

"Warranty Period" means: (a) in the case of Works involving installation, commissioning and/or services, 12 months from the date of acceptance of the Works as detailed

under Clause 6.1 herein; or (b) in the case of Works not involving installation, commissioning and/or services, 12 months from the date of receipt of the delivery by BUYER at the designated place of receipt, and/or such other period as may be specified in the PO and/or WO and/or as mutually agreed to in writing unless stated otherwise in PO and/or WO.

"Works" means all of the Supplier's obligations and responsibilities to be performed by the Supplier and/or its

authorized agent(s) and/or authorized representative (s) and/or heirs in title under the PO and/or WO.

"WO" means the terms and conditions of the Works issued by BUYER and duly signed by its authorized representative(s), to the Supplier.

2. Issuance and Confirmation of PO and/or WO

2.1 No addition, alteration or substitution of this PO/WO shall bind or form part of the PO and/or WO unless expressly agreed in writing by BUYER. Acceptance of delivery of the Goods and/or performance of the Works or any part payments thereof by BUYER does not constitute an acceptance on the part BUYER.

2.2 The Supplier shall confirm its acceptance of the PO and/or WO within three (3) Business Days from the date of receipt of such PO and/or WO, failing which BUYER is entitled to cancel the PO and/or WO duly issued to the Supplier. The Supplier shall be deemed to have been received the PO and/or WO:-

(a) if sent by hand, at time of delivery; and/or

(b) if sent by prepaid registered post, three (3) days after posting; and/or

(c) if by facsimile or email transmission, upon the receipt of a transmission confirmation slip indicating that the PO and/or WO has been transmitted in its entirety to the receiver's number or email address; and/or

(d) If the Supplier commences the Works, the Supplier shall be deemed to have accepted the PO/WO notwithstanding the Supplier's failure to confirm its acceptance as per Clause 2.2 above.

2.3 Nothing in the PO and/or WO shall prejudice any conditions or warranties, expressed or implied, or any legal remedies of which BUYER may be entitled to in relation to the Works, by virtue of any statute, custom, general law, local law or regulation.

3. Delivery and/or Performance

3.1 The Works shall be performed according to the requirements specified in the PO and/or WO. The times and dates stated in the PO and/or WO for delivery or completion of the Works (including any extensions granted in writing) are of the essence of the PO and/or WO.

3.2 For the purposes of establishing the timeliness of delivery or rectification of the Goods, the relevant point in time is the date of receipt at the place of receipt designated by BUYER, and for deliveries involving installation, commissioning and/or services, the relevant point in time shall be the date of Acceptance as detailed in Clause 6.1.

3.3 If the delivery of the performance of the Works is likely to be delayed from the scheduled date, Supplier shall immediately notify BUYER of the

cause of delay and provide details of such delay in writing and advise BUYER of the steps to be implemented to avoid or mitigate the consequences of delay and shall subject always to the written approval by BUYER to such delay.

3.4 Unless otherwise agreed between the parties, if any agreed deadline is not met, the Supplier agrees hereby to pay a sum of at least 3% of the Price up to a maximum of 10% (subject always to the discretion of BUYER) of the Price as liquidated damages to be calculated on daily basis and to be paid to BUYER. The Supplier agrees that the percentage to be determined by BUYER as liquidated damages is fair and reasonable compensation for such delay.

3.5 Unless agreed otherwise, any incidental costs to the costs of delivery and packaging shall be borne by the Supplier. For the Price of ex Works or ex warehouse of the Supplier, transportation costs shall in each case be at the lowest possible cost, insofar as BUYER has not requested a particular method of delivery. BUYER may also determine the method of transportation.

Any supplemental costs arising from non-conformity with the transport requirements, or any supplementary costs arising from the need to meet the delivery deadline by way of expediting the delivery shall be borne by the Supplier.

3.6 Each delivery shall include a packing note or delivery note with details of the contents as well as a complete PO and /or WO number.

3.7 The Supplier shall allow persons duly authorized by BUYER to enter the premises where the Goods and/or Works or any part(s) thereof is manufactured or assembled or any work in connection therewith is being carried out and shall provide such schedules, reports and other information as BUYER may require to monitor the progress of the Works and to satisfy BUYER that all practicable measures have been taken and are being taken to meet the due date and/or time of delivery.

4. Inspection upon Receipt

4.1 BUYER shall upon receipt examine whether the delivery of the Works correspond to the specifications, quantity and types of Goods ordered and/or Works required to be performed and whether there are any external recognizable transportation damage or other deficiencies. However, BUYER's acceptance/ acknowledgement on any delivery note/other documentation presented for signature shall not be the evidence that the Goods delivered and/or Works performed are in a good condition, of the correct quality or

otherwise meeting contractual requirements.

4.2 Should BUYER discover any deficiency in the course of inspection, it may inform the Supplier of such deficiency in writing or in any applicable form of communication. Should BUYER discover any deficiency at a later stage, it may also notify the Supplier in writing or in any applicable form of communication. The Supplier shall take all the necessary action to rectify any deficiency informed by BUYER with immediate effect and/or within reasonable period of time as agreed by BUYER.

4.3 Complaints may be raised by BUYER within thirty (30) days of receipt of delivery of the Goods and/or the performance of the Works, and insofar as deficiencies are not discovered until commissioning, processing or first use, within thirty (30) days of detection.

5. Title and Risk

5.1 For the delivery of Works not involving installation, commissioning and/or services, title and risk shall pass to BUYER upon receipt by BUYER of the Goods at the designated place of receipt.

5.2 For the delivery of Works involving installation, commissioning and/or services, title and risk shall pass to BUYER upon Acceptance of the Works by BUYER in accordance with Clause 6.1.

6. Acceptance

6.1 Acceptance of the Works involving installation, commissioning, and/or services occurs on the date BUYER confirms in writing the completion of the agreed acceptance tests for such Works.

6.2 BUYER shall be entitled to reject the Works or any part(s) thereof that does not conform to the PO and/or WO and in particular but without prejudice to the generality of the foregoing Clause 6.1. Further, if by the nature of the Works, any defects or failure to conform does not or would not become apparent until after use (despite the carrying out of acceptance tests and/or any examination), BUYER may reject the same even after such period of use. The Supplier shall replace the Goods or re-perform the Works that has been rejected at the Supplier's expense; or alternatively BUYER may elect (at BUYER' option) to terminate this PO and/or WO as provided in Clause 13.2 in whole or in part. Rejected Goods and/or Works or any part(s) thereof will be returned to the Supplier at the Supplier's expense upon refund in full by the Supplier of the Price paid for such rejected Goods.

6.3 The Supplier shall furnish to BUYER any certificate and/or written approval from the relevant professional accreditation bodies

confirming that the Works delivered had complied with all the applicable international and national standards of such professional accreditation bodies (whenever and whichever applicable and/or BUYER deems necessary).

7. Prices and Payment

7.1 The Price, payment terms, specification of the Works and currency of the Price shall be as specified in the PO and/or WO.

7.2 Unless agreed otherwise, payment shall be effected within sixty (60) days from the date of receipt of invoice from the Supplier together with such supporting documents (based on PO/WO agreed by the parties) as may be deemed appropriate by BUYER for such payment is received by BUYER. The period for payment shall commence after the complete rectification of any deficiency in the supporting documents or other details required to be supplied by the Supplier.

7.3 BUYER may deduct or withhold any reasonable sum from the Price if deficiency and/or defect in the Works is not corrected within the stipulated time by BUYER.

7.4 In no event payments of the Price shall constitute acceptance of the Works as meeting contractual requirements.

7.5 Invoices submitted by the Supplier must specify the PO and/or WO number, product item number and other relevant details as required by BUYER. Copies of invoices shall be marked as duplicates. Invoices that have the required details omitted shall not be due for payment.

8. Representations and Warranties

8.1 The Supplier warrants to BUYER that:-

- (a) the components, equipment and materials incorporated into the Works shall be brand new, of merchantable quality and fit for its intended purposes;
- (b) title to the Works shall be free from any liens created by the Supplier or its sub-suppliers;
- (c) the Works shall be free from defects or deficiencies in design, materials and/or workmanship;
- (d) the Works shall conform to and be able to perform according to the specifications, drawings and other descriptions contained in the PO/WO;
- (e) the Works shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force where the Works are being performed, as the case may be; and;
- (f) the Works shall be provided with due skills and care to the standard reasonably expected of a person performing the business of the Supplier;
- (g) it has all necessary permits and licenses to sell the Goods and/or

perform the Works to BUYER, and that it has complied with all relevant laws, rules and regulations affecting its obligations and the performance of the PO and/or WO.

8.2 The Supplier shall:

- (a) be responsible for any discrepancies, errors or omissions in specifications, drawings or any particulars supplied by the Supplier and carefully check all information provided by BUYER; and
- (b) Indemnify BUYER against all losses, costs, claims, damages or expenses arising out of breach of the warranties stated in Clause 8.1.
- (c) The Supplier shall comply with the principles and requirements of the "Code of Ethics for BUYER's Suppliers" and shall execute the declaration of the Supplier ("Supplier's Declaration") and return the duly executed Supplier's Declaration to BUYER within the timeline prescribed by BUYER. The Supplier shall further provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, CTPAT). The Supplier shall protect the Goods to be supplied to and/or the Works to be performed to BUYER or provided to third parties designated by BUYER against unauthorized access and manipulation. The Supplier shall only employ reliable personnel for the purpose of the Works and shall obligate any sub-suppliers to take equivalent security measures.
- (d) The Supplier shall maintain complete and accurate records of and supporting documentation for the Supplier's compliance with the above Clause 8.2(c). The Supplier agrees to provide such documentation and other information as reasonably requested by BUYER to verify the Supplier's compliance with the above Clause 8.2(c).
- (e) The Supplier shall inform BUYER immediately of any non-compliance with the above Clause 8.2(c). Should either allegations of the Supplier's non-compliance with the above Clause 8.2(c) or other claims which threaten to endanger BUYER's reputation become public, e.g. by way of media coverage, the Supplier shall provide a written statement, immediately upon BUYER's request, concerning the Supplier's non-compliance or the allegations made.
- (f) BUYER and its authorized agents and representatives and/or a third party appointed by BUYER and reasonably acceptable to the Supplier, shall be entitled (but not obliged) to conduct at the Supplier's premises –

inspections in order to verify the Supplier's compliance with the above Clause 8.2(c). Any inspection may only be conducted upon prior written notice of BUYER, during regular business hours, in accordance with any applicable data protection law and shall neither unreasonably interfere with the Supplier's business activities nor violate any of the Supplier's confidentiality agreements with third parties. The Supplier shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection.

(g) In addition to the other rights and remedies BUYER may have, in the event of (i) the Supplier's material or repeated failure to comply with the above Clause 8.2(c) and (ii) the Supplier's denial of BUYER's right of inspection as set out in Clause 8.2(f), after providing the Supplier reasonable notice and a reasonable opportunity to remedy, BUYER may terminate any PO and/or WO issued hereunder without any liability whatsoever. Material failure includes, but not limited to, incidents of failure to ensure security in the supply chain, child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements.

8.3 If deficiencies are identified before or during the transfer of risk or during the Warranty Period, the Supplier must at its own expense and at the discretion of BUYER, either repair the deficiency or provide the re-performance of the Works and/or replacement of the Goods ("rectification"). This provision also applies to deliveries subject to inspection by sample tests. The discretion of BUYER shall be exercised fairly and reasonably.

8.4 The Warranty Period shall commence at the point of transfer of risk in accordance with Clauses 5.1 and 5.2. If delivery is required to be effected to locations where BUYER is operating outside its premises, the Warranty Period shall commence on the acceptance by the designated BUYER's representative which in no case later than one (1) year after transfer of risk.

8.5 The Warranty Period shall run from the date of which the Works are being materialized and/or from the commissioning date (if any).

8.6 If any defect or damage is not remedied within the specified time set by BUYER, BUYER may:

- (a) terminate the PO and/or WO in whole or part without being subject to liability for damages; and/or
- (b) reduce the Price according to the Goods and/or Works performed; and/or
- (c) undertake to do any rectification or substitute the Works at the Supplier's risk and cost or arrange for the same

to be done, and BUYER may deduct from the costs incurred from the Price or the Supplier shall pay the costs incurred by BUYER within fourteen (14) days from the date of notice requesting payment of such costs incurred by BUYER; and/or

(d) claim damages in lieu of delivery of the Works.

8.7 Any rectification done by the Supplier after the dateline as mentioned in Clause 8.6 above shall be at the expense of the Supplier.

8.8 The abovementioned rights shall expire one (1) year from the date of notification of the deficiency but in no instance before the expiry of the Warranty Period.

8.9 The Supplier shall bear the costs and risks related to the return of the defective Goods and/or Works.

9. Intellectual Property Rights

9.1 BUYER shall exclusively own all IPR arising out of or in respect of the Works or any part thereof, developed exclusively for BUYER and the Supplier hereby assigns and transfers all rights, title and interest in such Works and all renewals and extensions thereof to BUYER worldwide, in perpetuity, and agrees to provide all assistance reasonably requested by BUYER in the establishment, preservation and enforcement of IPR in such Works.

9.2 The Supplier shall grant or procure for the BUYER non-exclusive, royalty free, irrevocable licenses or sublicenses to all IPR, including, but not limited to Software, in terms acceptable BUYER, required by BUYER to enable BUYER to use the IPR in connection with repair, maintenance, operation, use and resale of the Works/Software or parts thereof and any updates and upgrades.

9.3 The Supplier hereby agrees to and does hereby waive all moral rights with respect to the Works, developed or produced hereunder, including without limitation, any and all rights of identification or authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Should any employee or agent of the Supplier claim a moral right in any of the IPR, the Supplier shall cause any such employees or agent to waive all moral rights with respect to any copyrightable work developed or produced hereunder.

9.4 The Supplier shall defend and hold harmless BUYER at the Supplier's own cost and expense, in any claims brought by any third party against BUYER insofar as such claims is based on an infringement of any IPR of such third party, and the Supplier shall fully indemnify BUYER from and against any and all claims incurred or suffered as a result of the foregoing.

9.5 In addition to the aforesaid indemnity, if it is determined by an

independent tribunal of fact or law that an infringement of IPR of any person has occurred on grounds that affects BUYER' use or possession of the Works/Software or parts thereof and / or where an injunction restraining use or exploitation by BUYER of any part of the Works/Software or parts thereof is, in the opinion of BUYER' legal advisers, likely to be granted by a court of competent jurisdiction to the third party, the Supplier shall at the Supplier's cost and on BUYER' direction: (a) replace parts thereof, re-write, modify the Software (without detracting from its overall performance) or re-write or modify, replace the documentation (without detracting from its clarity and effectiveness), in any case; or (b) replace such Software or parts thereof with a non-infringing product which performs the same functions; or (c) procure for BUYER the right to continue use and possession of the Works/Software or parts thereof and documentation.

10. Indemnities and Liabilities

10.1 The Supplier shall indemnify BUYER against all losses, claims, expenses and liabilities which BUYER may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any losses or destruction of or damage to the Goods and/or any property belonging to BUYER by the reason of acts or omissions of the Supplier.

10.2 The Supplier shall indemnify BUYER against all losses, expenses and liabilities caused to BUYER whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by the Supplier of this PO and/or WO or by other statutory provision relevant to this PO and/or WO.

10.3 Whenever any sum of money is recoverable from or payable by the Supplier to BUYER in connection with the performance of the Works by the Supplier or any breach by the Supplier of the PO and/or WO, BUYER may deduct the sum then due or which at any time thereafter may become due to the Supplier under any transaction placed or entered into between BUYER and the Supplier.

10.4 Other than BUYER's obligation to pay the Price, BUYER's liability under the PO and/or WO shall be limited to proven negligent conduct only and excludes any liability for special or punitive damages, financial/economic losses, loss of profit, loss of production, loss of use, loss of information, indirect or consequential damages. In no event shall BUYER's liability whether under contract, tort (including negligence), strict liability or other legal theory exceeds the Price.

11. Insurance

The Supplier shall, at its expense, effect and maintain valid insurance

policies covering loss of or damage to the Works and such other insurance as may be required under applicable legislation on terms acceptable to BUYER. The Supplier shall provide satisfactory evidence of such insurance policies upon request by BUYER.

12. Assignment and Subcontracting

12.1 Supplier may not assign, transfer or subcontract this PO and/or WO or part thereof or any of its obligations or benefits or claims to any other person without BUYER's prior written consent.

12.2 Any breach by the Supplier of Clause 12.1 shall entitle BUYER to terminate the PO and/or WO in whole or in part and claim damages against the Supplier.

13. Termination of PO and/or WO

13.1 If either Supplier or BUYER is delayed or prevented from performing its obligations under this PO and/or WO, by unforeseeable circumstances beyond the reasonable control of either party ("Force Majeure"), including but not limited to any form of government intervention, war, civil war/civil unrest, natural disasters, fire, explosion, non-issuance, revocation or suspension of export/import licenses, strikes and lock-outs relevant to this PO and/or WO, changes of laws after the execution of this PO and/or WO, such performance shall be suspended. If the Works cannot be completed within a reasonable time, this PO and/or WO may be terminated by BUYER. In the event the PO and/or WO is terminated by BUYER, BUYER will pay to the Supplier such sum as may be fair and reasonable in the circumstances in respect of the Works performed by the Supplier under the PO and/or WO prior to such termination.

13.2 Subject to Clause 13.1, BUYER reserves the right to suspend the Works or terminate the whole or any part of this PO and/or WO or any consignment on account thereof, if the same is not completed in accordance with the specifications stated in the PO and/or WO, in particular (but without prejudice to the generality of the foregoing) with Clauses 3.1 and 8.1, which compliance by the Supplier is of the essence.

13.3 Should the Supplier cease to perform the Works, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, or if the Supplier ceases, or threatens to cease, to carry on business, or if there is a change in control of the Supplier which in the reasonable opinion of BUYER adversely affects the position, rights or interests of BUYER. ("control" means the ability to direct the affairs of

another whether by virtue of contract, ownership of shares, or otherwise), BUYER may terminate the PO/WO.

13.4 In the event of BUYER terminating the PO and/or WO as to all or any of the Works, BUYER shall be entitled to purchase or procure from a third party the like quantity of the Works of similar description and quality, or continue to utilize existing facilities, Goods or Services already performed by the Supplier in exchange of reasonable payment, or any other reasonable alternative thereto. The Supplier shall be liable to reimburse to BUYER on demand all expenditure incurred by BUYER in connection with the termination, including any variation to the Price.

13.5 For the avoidance of doubt, any termination or cancellation of the PO and/or WO shall not affect the continuance in force of software licenses granted to BUYER or its customers.

13.6 The rights and remedies granted to BUYER pursuant to the PO and/or WO are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

14. Confidentiality

14.1 The Supplier undertakes that it shall at all times keep confidential (and procure that its employees, agents, management trainees or anyone who may have access to any of the information required to be kept confidential) any Confidential Information which it or they may acquire in relation to this PO/WO and the business and affairs of the Buyer to this PO/WO and shall not use or disclose such Confidential Information except as permitted under this PO/WO or with the express written consent of the Buyer or in accordance with the order of a court of competent jurisdiction or in compliance with any applicable law or regulation.

14.2 The Supplier shall not make available to any third party any information (in any form or media) obtained from BUYER in connection with the PO and/or WO. The obligations under this PO and/or WO shall survive termination of the PO/WO.

15. Provided Material

15.1 Material provided by BUYER remains the property of BUYER and is to be stored, labeled and administered separately and the use of

which is limited to the orders of BUYER only.

15.2 Any improvement on the material as per Clause 15.1 above shall immediately become the property of BUYER. Should this be impossible for legal reasons, BUYER and the Supplier hereby agree that BUYER shall be the owner of the new

improved material at all times during the processing or the transformation process. The Supplier shall keep the improved material safe for BUYER at no extra cost and in doing so exercise the duty of care of a merchant.

16. Hazardous, Dangerous Goods, Environmental Protection, Duties to Declare

16.1 The Supplier shall mark all hazardous goods with international danger symbols and display the name of the material in English. The transportation and other related documents must include declaration of the hazard and name of the material in English. The Supplier shall observe the requirements of Malaysian legislation or the legislation of the jurisdiction in which the Goods are manufactured, delivered or where the Works are carried out and any relevant international agreements relating to the packing, labelling and carriage of hazardous goods.

16.2 Should the delivery contain Goods which according to international regulations and/or under any applicable laws are defined and classified as dangerous Goods, the Supplier shall provide BUYER hereof with hazardous warning and safe handling information in the form of a Material Safety Data Sheet (MSDS) and/or Chemical Safety Data Sheet (CSDS) and/or in any form agreed upon between the Supplier and BUYER.

17. Compliance with Applicable Anti-Corruption, Antitrust, Anti-Money Laundering and Other Criminal Laws

17.1 The Supplier represents and warrants that it shall comply with all applicable anti-corruption, antitrust, anti-money laundering or other criminal laws, rules or regulations in respect of the activities contemplated by the PO and/or WO.

17.2 The Supplier hereby represents and warrants that it and all of its directors, officers, and employees who will perform the Works under the PO and/or WO are familiar with the rules, restrictions and principles herein and agrees to take appropriate steps to ensure compliance therewith by such persons in respect of the activities contemplated by the PO and/or WO.

17.3 If, during the term of the PO and/or WO, the Supplier becomes aware that the representations and warranties set forth in this Clause 17 are no longer true and correct, the Supplier shall notify BUYER in writing within seven (7) business days, and, whether or not so notified within that time period, if BUYER determines that the changed circumstances provide reasonable cause to terminate the PO and/or WO in accordance with Clause 14 above, the PO and/or WO may be

terminated at BUYER's sole discretion.

17.4 In the event that BUYER has reasonable ground to believe (on the basis of credible information, including, but not limited to, third-party statements that BUYER believes to be reliable or well-sourced press reports) that there has been a material breach of the representations and warranties contained in this Clause 17 hereof, BUYER, or its authorized representatives, shall have the right to audit the books and records of the Supplier pertaining to the Supplier's performance of services under the PO and/or WO and the Supplier agrees to give full cooperation thereto.

17.5 The Supplier agrees that BUYER may, at any time and for any reason, disclose the existence and terms of the PO and/or WO, including the Supplier's identity and compensation under the PO and/or WO, to any person BUYER determines has a legitimate need for that information, including any government or government agency.

18. Variation

18.1 BUYER may, at any time, vary the design, material or specification of the Works. If any such variation causes a change in the cost or time required for the delivery of the Goods or the performance of the Works, an equitable adjustment shall be made to account for the change in delivery schedule and/or price of which such cost of variation shall not exceed then 10% from the Price of the PO and/or WO.

18.2 The Supplier may change or vary the Works subject to prior written approval by BUYER.

19. Dispute Settlement and Applicable Law

19.1 This PO and/or WO shall be governed by and construed in accordance with the laws of Malaysia.

19.2 If any dispute arises in connection with this PO and/or WO, the responsible representatives of the parties shall attempt, in fair dealing and in good faith, to settle such dispute.

19.3 In the event that the parties fail to amicably settle the dispute, the parties agree to submit such dispute to the exclusive jurisdiction of the Malaysian Courts'.

20. General

20.1 If any of this PO and/or WO's clause is or becomes illegal, invalid or unenforceable under any written law or held by a court of other similar competent authority to be, then such clause(s) shall be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the operation of the remaining clauses.

20.2 The priority of the documents constituting the PO and/or WO shall be as follows:

- (a) any additional or special terms expressly overriding or modifying the PO and/or WO ;
- (b) the PO and/or WO; and
- (c) any other document or specification whether attached to or incorporated by reference to the PO and/or WO.

20.3 If the Goods or Works supplied under the PO and/or WO requires BUYER to have any permit or license from any governmental or other regulatory authority, the PO and/or WO shall be deemed conditional upon such permit or license being granted at the required time.

20.4 Without prejudice to Clause 8.1, the Supplier represents and warrants that it shall comply with all applicable laws, rules regulations and requirements and shall obtain at its own costs and expense, all necessary permits and licenses, and shall furnish to BUYER, upon request, information or documentation of the Supplier's compliance, as well as any other information or documentation required to enable BUYER to comply with any laws, rules, regulations and requirements applicable to its receipt and use of any Goods or Works.

20.5 No waiver by BUYER of any breach of the PO and/or WO by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. If BUYER delays, forgets, or chooses not to enforce its rights under the PO and/or WO it shall not affect its right to do so at a later date.

20.6 The POWO is the entire agreement between the parties and shall supersede any previous communications, representations or agreements, whether verbal or written, with respect to the subject matter hereof and may not be changed unless agreed in writing and signed by properly authorized representatives of both parties.

20.7 All notices must be in writing, signed by the authorized representatives of the sender and sent to the address or fax number set out in the PO and/or WO and/or to such other address or fax number as either party may from time to time notify the other in writing. It may be delivered by hand, or by prepaid registered post or by facsimile and shall be deemed to have been served:-

- (a) if by hand, at time of delivery;
- (b) if by prepaid registered post upon duly acknowledged;
- (c) if by facsimile, on the date printed on the facsimile transmission report produced by the sender's machine.

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