

**TERMS AND CONDITIONS OF PURCHASE ORDER  
FOR PROVISION OF GOODS AND ASSOCIATED SERVICES (IF APPLICABLE)**

**1.0 DEFINITIONS**

- **ASSOCIATED PERSON** means a person associated with the SUPPLIER including, but not limited to any of its employees, agents, contractors, sub-contractors, consultants, or representatives of the SUPPLIER;
- **ASSOCIATED SERVICES** means the services (if any) identified in this PURCHASE ORDER that are to be performed by the SUPPLIER in relation to the supply of GOODS;
- **BUYER** shall mean the company issuing this PURCHASE ORDER or its successor-in-title or permitted assigns;
- **BUYER GROUP** shall include BUYER, its holding company, subsidiary, affiliates, any other entity directly or indirectly controlled by BUYER from time to time, consultants, agents or contractors;
- **COMPLETION DATE** shall mean the date on which the ASSOCIATED SERVICES as specified in this PURCHASE ORDER is scheduled to be completed (if any);
- **CUSTOM CHARGES** shall include but not limited to any import duty, surtax and any other statutory imposts levied, which are imposed by or on behalf of the Customs Authority or any other relevant authorities but does not include any export duty, penalties, interest and fines levied by the Customs Authority or any other relevant authorities due to the negligence of the SUPPLIER;
- **DELIVERY DATE** shall mean the date on which the GOODS as specified in this PURCHASE ORDER is scheduled to be delivered;
- **FORCE MAJEURE** means an event beyond the control of an affected party, (including, but not limited to) acts of God, acts of civil or military authority, civil commotions, fire, strikes, hijacking, lockouts or labour disputes (excluding strikes, lockouts, labour disputes or other action primarily by the act of employees or agents of the affected party), epidemics, pandemic, outbreaks of infectious disease or any other public health crisis, wars, riots, earthquakes, storms, sand storms, typhoons, perils of the sea, blockade, embargo, plague or other epidemics or similar events;
- **GOODS** shall mean the materials or products to be supplied by the SUPPLIER as specified in this PURCHASE ORDER and/or any part thereof;
- **GUARANTEE PERIOD** shall have a meaning assigned to it under Item 9.2;
- **INCOTERMS** shall mean the INCOTERMS issued by the International Chamber of Commerce, Paris, France and any amendments made thereto, as agreed in this PURCHASE ORDER;
- **INDIRECT TAX** shall include but shall not be limited to sales and services tax (SST), value added tax (VAT), sales tax, service tax or any other equivalent statutory imposts enforced by any governmental instrumentality applicable to the PURCHASE ORDER;
- **PARTIES** shall mean the SUPPLIER and BUYER;
- **PARTY** shall mean either the SUPPLIER or BUYER;
- **PURCHASE ORDER** shall mean the Purchase Order Form and these general terms and conditions, together with any exhibits attached hereto and made part hereof;
- **RELEVANT OBLIGATIONS** shall mean obligations equivalent to those imposed on the SUPPLIER in Item 22.1;
- **RELEVANT POLICIES** shall mean BUYER Code of Conduct and Business Ethics for Third Parties (COBE for Third Parties"), Anti-Bribery and Corruption Manual ABC Manual"), and policies, procedures, standards and governance relating thereto (as may be updated by BUYER from time to time). A copy of BUYER policies/guidelines have been made available to the SUPPLIER and can be obtained at the following link: <https://www.miscgroup.com/about-us/compliance-and-business-ethics>.

- **RELEVANT REQUIREMENTS** shall mean all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption;
- **SITE(S)** shall mean the place(s) of delivery of GOODS and performance of ASSOCIATED SERVICES (if applicable) as stated in this PURCHASE ORDER;
- **SUPPLIER GROUP** shall mean any of the SUPPLIER, its subsidiaries, group companies, ASSOCIATED PERSON or any other entity or person in connection therewith and/or all of them;
- **SUPPLIER** shall mean any person or BUYER having a contract under this PURCHASE ORDER for the supply of GOODS to BUYER and performance of ASSOCIATED SERVICES (if applicable); and
- **TAXES** shall include but not limited to all income, profit, withholding, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions imposed or that maybe imposed by law, regulations or trade union which are imposed by or on behalf of any taxing authority and includes penalties, interest and fines in respect thereof.

**2.0 PURCHASE ORDER**

2.1 This PURCHASE ORDER shall be effective on the date mentioned in the Purchase Order form.

2.2 This PURCHASE ORDER shall constitute the entire agreement between BUYER and the SUPPLIER and shall supersede the inquiry, bid offer, clarification and other agreements or documents previously made between BUYER and the SUPPLIER.

**3.0 DELIVERY DATE**

3.1 The SUPPLIER shall ensure that:

- (a) the GOODS are delivered to the SITE(S) on the scheduled DELIVERY DATE in accordance with INCOTERMS and as stated in this PURCHASE ORDER; and/or
- (b) the ASSOCIATED SERVICES are performed at the SITE(S) on the scheduled COMPLETION DATE, in accordance with this PURCHASE ORDER.

3.2 Subject to the agreed INCOTERMS, the SUPPLIER is responsible at its cost for packing, transporting and export clearance for the origin country of the GOODS to the SITE(S) and/or provision of the ASSOCIATED SERVICES in accordance with this PURCHASE ORDER.

3.3 In the event of failure by the SUPPLIER to perform its obligations in accordance with this PURCHASE ORDER, other than as a result of FORCE MAJEURE, or BUYER's written request, and upon the expiration of a reasonable corrective period (where for this PURCHASE ORDER, reasonable corrective period shall not be longer than seven (7) days after receipt of the written notice from BUYER (including by electronic mail)), BUYER shall, at its discretion, and in addition to any of its rights under this PURCHASE ORDER and at law, have the right to step-in by procuring the performance of the obligations under this PURCHASE ORDER from another third party provider or take other action necessary for the completion of the obligations under this PURCHASE ORDER at the costs of the SUPPLIER, and/or to terminate all or any remaining part of this PURCHASE ORDER, without payment of compensation. Any and all costs and expenses

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thereby incurred by BUYER in obtaining such delivery of the GOODS and/or provision of the ASSOCIATED SERVICES (as applicable) shall be set off against any moneys due, or to become due to the SUPPLIER, or shall be recoverable as damages thereunder.

3.4 Upon delivery of or readiness for delivery of GOODS and/or completion of the ASSOCIATED SERVICES, the SUPPLIER shall notify BUYER in writing. BUYER shall inspect the GOODS and/or ASSOCIATED SERVICES as soon as reasonably practicable and advise the SUPPLIER whether or not the GOODS and/or ASSOCIATED SERVICES are to be delivered, have been delivered and/or deemed completed in accordance with this PURCHASE ORDER. If applicable, pending delivery of GOODS to BUYER after the inspection of the same, SUPPLIER shall provide BUYER thirty (30) days grace period for storage of the GOODS at SUPPLIER's site before delivery to BUYER, at no cost to BUYER. Thereafter, the storage rate shall be as per agreed between PARTIES.

3.5 Where BUYER agrees that the SUPPLIER's obligations have been completed in accordance with this PURCHASE ORDER, BUYER may issue a completion certificate or any equivalent form of acceptance and acknowledgement of GOODS and/or ASSOCIATED SERVICES by BUYER (the "Completion Certificate") to the SUPPLIER.

3.6 Issuance of a Completion Certificate by BUYER shall not relieve the SUPPLIER of any of its obligations and/or liabilities under this PURCHASE ORDER.

**4.0 PAYMENT TERMS**

4.1 BUYER shall make payment within the period stipulated in this PURCHASE ORDER, or in the absence of such period, within thirty (30) days upon the receipt of verified invoices accepted as correct by BUYER and provided that all of SUPPLIER's obligations under this PURCHASE ORDER have been fulfilled and that delivery of GOODS and/or provision of the ASSOCIATED SERVICES has taken place in accordance with the payment milestones as agreed in this PURCHASE ORDER.

4.2 The SUPPLIER shall issue tax invoice that is compliant to the applicable law in relation to the taxable supplies made.

In each of the above invoices, the TAX amount shall be separately stated from the prices and/or rates and shall be separately itemised in the invoice. The PURCHASE ORDER price shall be segregated based on the following: -

- (a) Services performed in Malaysia;
- (b) Services performed outside Malaysia;
- (c) Goods purchased in Malaysia;
- (d) Imported GOODS;
- (e) Reimbursements/ disbursements in Malaysia.

4.3 All invoices shall indicate the invoice number and title and shall be submitted in one (1) softcopy complete with the necessary supporting documentation required by BUYER through the following URL: <http://fssconline.misc.net.my/> .

4.4 The payment to be made under this PURCHASE ORDER shall be made in Ringgit Malaysia (RM) currency or any other currency as agreed in this PURCHASE ORDER.

**5.0 PRICE**

5.1 Any and all prices stated in this PURCHASE ORDER (hereinafter referred to as "PO PRICE") are not subject to any alteration, adjustment or variation unless otherwise agreed in writing by BUYER.

5.2 The PO PRICE shall include any TAXES payable under this PURCHASE ORDER. Similarly, any expenses to be incurred by the SUPPLIER as a result of this PURCHASE ORDER in complying with the applicable tax legislations including the payment of all TAX assessed on the SUPPLIER (as any TAXES for the performance of this PURCHASE ORDER) is the cost of the SUPPLIER and BUYER will withhold TAXES accordingly on the PO PRICE.

5.3 The SUPPLIER agrees to and hereby accepts full responsibility for the payment of all salaries, wages, commissions, allowances and other remuneration to the SUPPLIER's employees, servants, agents or representatives and for the deductions of the applicable TAXES therefrom for remittance or other authorized by law.

5.4 It is understood and agreed that the above PO PRICE shall include all costs, rentals, royalties, insurance, premiums, fees and charges in connection with the provision of the GOODS and/or provision of the ASSOCIATED SERVICES.

**6.0 TAXES AND DUTIES**

6.1 General Tax Article

6.1.1 The SUPPLIER shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it in connection with this PURCHASE ORDER. All TAXES levied on the SUPPLIER shall be for the account of the SUPPLIER and shall not be reimbursed by BUYER.

6.1.2 The SUPPLIER shall fully protect and indemnify BUYER and hold BUYER safe and harmless from any and all claims or liability for TAXES (including INDIRECT TAX and CUSTOM CHARGES) assessed or levied by appropriate government authority responsible for the collection of taxes and enforcement of tax laws or any other tax authority, whichever is applicable against this PURCHASE ORDER, the SUPPLIER or its subcontractors or against BUYER for or on account of any payment made to or earned by the SUPPLIER in connection with this PURCHASE ORDER.

The SUPPLIER further shall fully protect and hold BUYER harmless from all TAXES assessed or levied against or on accounts of wages, salaries or other benefits paid to or enjoyed by the SUPPLIER's employees, or employee of its subcontractors, and all TAXES assessed or levied against, on or for account of any property or equipment of the SUPPLIER or its subcontractors.

6.1.3 BUYER shall have the right to withhold TAXES from payments due to the SUPPLIER under this PURCHASE ORDER to the extent that such withholding may be required by the relevant tax authorities, and payment by BUYER to the relevant tax authorities of the amount of money so withheld shall relieve BUYER from any further obligation to the SUPPLIER with respect to the amount so withheld. If the SUPPLIER is under the opinion that the payment(s) should not be subject to withholding tax, the SUPPLIER shall submit to BUYER a letter from the relevant tax authorities confirming that the SUPPLIER is a

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resident in the same country as BUYER, failing which BUYER shall consider the SUPPLIER a non-resident for TAX purposes until such time that the required letter is submitted to BUYER.

The SUPPLIER is required to furnish to BUYER a Certificate of Residence issued by its home country's tax authorities for the purpose of enjoying a reduced rate of withholding tax, where applicable. If any withholding is done, BUYER will provide the SUPPLIER with official receipts or other satisfactory evidence in respect of such deduction or withholding.

(hereinafter referred to as the "Master Exemption List" or "MEL"), shall be imported in the name of the approved exemption holder and shall be delivered to the warehouse approved by Customs for storage of MEL items.

For any decision made by the SUPPLIER without BUYER's prior written approval to deliver the GOODS to a location other than a warehouse approved by Customs for storage of MEL items, the SUPPLIER shall bear all costs and liabilities related to such decision.

6.1.4 The SUPPLIER shall indemnify BUYER against all claims, demands and causes of action based on any actual TAXES (including INDIRECT TAX and CUSTOM CHARGES) for which they are liable or any actual or alleged failures by the SUPPLIER or its subcontractors to comply with applicable tax reporting, return, or other procedural requirement or due to the incorrect and/or inaccurate information and documents furnished by the SUPPLIER or failure to comply with any of the conditions or reporting requirements in relation to exemption, remission, waiver, relief, reductions, any favourable treatment, refund and/or credit granted or which may arise as a result of damage to, shortages or overages in inventory, with respect to this PURCHASE ORDER. This indemnity shall include without limitation all penalties, awards, and judgments; court and arbitration costs; attorneys' fees; and other relevant expenses associated with such claims, demands, and causes of action.

6.1.5 The SUPPLIER shall give prompt notice to BUYER of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.

6.1.6 In the event that a refund or a credit opportunity arises with respect to any TAX paid by one party as a result of the transactions governed by this PURCHASE ORDER, both PARTIES shall reasonably work together to pursue such refund or credit. If one party receives a refund or a credit for any TAX paid by the other party with respect to this PURCHASE ORDER, then the party receiving the refund or credit agrees to refund to that other party the full amount of such refund or credit.

6.1.7 In the event that the SUPPLIER is a foreign incorporated BUYER and by virtue of its activities related to the provision of services is considered to have a permanent establishment or taxable presence in any country, the SUPPLIER shall be solely liable or responsible for the following:

- (a) Any liability for TAXES;
- (b) Any and all other costs incurred by the SUPPLIER due to the creation of a permanent establishment or taxable presence; and
- (c) Any tax and other statutory obligation occasioned by the creation of the permanent establishment or taxable presence.

6.2 Tax on material supplied

6.2.1 The SUPPLIER shall be responsible for and shall pay at its own expense when due and payable all CUSTOMS CHARGES/INDIRECT TAX assessed against it in connection with this PURCHASE ORDER. All TAXES levied on the SUPPLIER shall be for the account of the SUPPLIER and shall not be reimbursed by the BUYER.

6.2.2 Where applicable, during the performance of this PURCHASE ORDER, goods listed in the "Master List of Materials and Equipment" exempt from CUSTOMS CHARGES

6.2.3 The SUPPLIER shall be responsible for and shall pay at its own expense when due and payable all CUSTOMS CHARGES/INDIRECT TAX on the SUPPLIER's equipment. The SUPPLIER shall be liable for any Customs declaration (where applicable) on the SUPPLIER's equipment whether locally purchased or imported for the performance of this PURCHASE ORDER, including any movements to and from special economic zone, free trade zone, free industrial zone, free commercial zone, inland clearance depot, Customs warehouse or licensed warehouse. The Customs declaration for such movement of the SUPPLIER's equipment shall be made under the name of the SUPPLIER.

6.2.4 For any importation of the SUPPLIER's equipment temporarily into a country for the performance of this PURCHASE ORDER and the subsequent exportation of such equipment outside that country, the SUPPLIER shall ensure that temporary relief/exemption is obtained from payment of CUSTOMS CHARGES/INDIRECT TAX, where applicable, prior to the importation and the SUPPLIER shall be responsible for the re-exportation of the equipment and compliance with the conditions imposed when such relief/exemption is approved by the relevant authority.

6.2.5 The SUPPLIER shall act in the best interest of BUYER to obtain the maximum benefit in terms of any exemption, preferential rate, drawback, remission, waiver, relief, reduction and/or any favourable treatment available under applicable rules and regulations in relation to CUSTOMS CHARGES/INDIRECT TAX.

6.2.6 The SUPPLIER shall be responsible for the preparation of all documents including but not limited to Customs declaration, preferential certificate of origin (if applicable) and/or any import or export licenses (if required) in connection with the GOODS applicable to this PURCHASE ORDER.

6.2.7 The SUPPLIER is also required to provide assistance, information and documentation to BUYER as and when required for an application in respect of CUSTOMS CHARGES/INDIRECT TAX exemption, preferential rate, drawback, remission, waiver, relief, reductions and/or any favourable treatment and/or application in respect of import or export licenses to be made by BUYER. The SUPPLIER shall promptly provide BUYER with all information as required by the relevant authority for the purposes of the application of the exemption, preferential rate, drawback, remission, waiver, relief, reductions and/or any favourable treatment including but not limited to the following:

- Description of the items;
- Quantity applied;
- New or used;
- Country of origin;
- Origin criteria or qualifying content (if applicable);
- Tariff code number;

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- Date of import;
- Port of import;
- CIF Value;
- Rate of import duty; and
- Function of the Items including any product brochures.

6.2.8 The SUPPLIER shall ensure that the description of the items as contained in the commercial invoice shall correspond to the description contained in the Customs declaration, import or export licenses, exemption, preferential rate, drawback, remission, waiver, relief, reductions and/or any favourable treatment application.

6.2.9 The SUPPLIER shall ensure compliance with all conditions imposed including any reporting requirements in respect of an exemption, preferential rate, drawback, remission, waiver, relief, reductions and/or any favourable treatment received by BUYER for CUSTOMS CHARGES/INDIRECT TAX in relation to this PURCHASE ORDER.

6.2.10 The SUPPLIER shall act in the best interest of BUYER in the procurement and movement of any materials / equipment for the purposes of works outside BUYER's country of residence by applying for CUSTOMS CHARGES/ INDIRECT TAX facilities that can mitigate CUSTOMS CHARGES/ INDIRECT TAX payable (in the country where the works are carried out) from the relevant authorities in the respective countries.

Where the SUPPLIER applies to the relevant authorities for any CUSTOMS CHARGES/ INDIRECT TAX facilities in relation to this PURCHASE ORDER, the SUPPLIER shall ensure compliance with all conditions imposed including any reporting requirements in respect of exemption, preferential rate, drawback, remission, waiver, relief, reductions and/or any favourable treatment received by the SUPPLIER for CUSTOMS CHARGES/INDIRECT TAXES.

6.3 Tax on supplies made by the SUPPLIER to BUYER

6.3.1 Where INDIRECT TAX is applicable to any supplies made by the SUPPLIER under this PURCHASE ORDER, BUYER shall be responsible for and pay the INDIRECT TAX when invoiced by the SUPPLIER for taxable supplies made in accordance with this PURCHASE ORDER, provided that:

- (a) the SUPPLIER shall provide BUYER a copy of valid registration approval letter issued by the relevant tax authority confirming that the SUPPLIER is registered under the applicable law as a taxable person supplying taxable supplies; and
- (b) the SUPPLIER shall explain and justify with supporting evidence the basis of charging and collecting INDIRECT TAX from BUYER.

6.3.2 The SUPPLIER shall act in the best interest of BUYER to obtain the maximum benefit in terms of any exemption, remission, waiver, relief, reductions, any favourable treatment, refund and/or credit available under applicable rules and regulations in relation to INDIRECT TAX.

6.3.3 The SUPPLIER shall ensure that the description of the items as contained in the commercial invoice shall correspond to the description contained in the exemption, remission, waiver, relief, reductions, any favourable treatment, refund and/or credit application.

6.3.4 The SUPPLIER shall ensure compliance with all conditions imposed including any reporting requirements in respect of an exemption, remission, waiver, relief, reductions, any favourable treatment, refund and/or credit received by BUYER for INDIRECT TAX in relation to this PURCHASE ORDER.

**7.0 PASSING OF PROPERTY AND RISK**

7.1 Title and risk in the GOODS shall remain with the SUPPLIER until they are delivered at the SITE(S) or in accordance with the relevant provision of INCOTERMS, whichever is applicable.

7.2 Delivery of the GOODS to BUYER at the SITE(S) shall be deemed to be completed upon issuance of Completion Certificate as per Item 3.5 of this PURCHASE ORDER. At such time, title and risk shall transfer to BUYER. However, until such title is passed to BUYER, BUYER shall have a lien on all of the SUPPLIER's materials and supplies forming part of the GOODS arising from this PURCHASE ORDER and other payments made by BUYER to the SUPPLIER.

7.3 Notwithstanding anything to the contrary, in case of GOODS delivered by the SUPPLIER not conforming with this PURCHASE ORDER whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, BUYER shall have the right to reject such GOODS within thirty (30) days of arrival at the SITE(S) and the SUPPLIER shall be liable for rectification of such defect or failure. Without limiting to BUYER's rights, BUYER shall be entitled to purchase elsewhere and to claim for any additional expense incurred without any prejudice to any other right which BUYER may have against the SUPPLIER.

7.4 The SUPPLIER shall receive the GOODS at the SITE(S) as determined by BUYER and commence the repair or re-supply such defective parts, at their point of origin, at its own cost within a reasonable time as mutually agreed by PARTIES. The SUPPLIER shall be responsible to perform the delivery per Item 3.1, at no cost to BUYER. The SUPPLIER's liability in this respect shall extend to ensure that the rectification or repair of the GOODS shall meet the quality or quantity and fit for the purpose as required under this PURCHASE ORDER.

**8.0 WARRANTIES**

8.1 The SUPPLIER represents and warrants that all GOODS and/or ASSOCIATED SERVICES under this PURCHASE ORDER shall be supplied and/or performed in a safe, timely and workmanlike manner, with all due care, diligence and skill in accordance with industry best practices.

8.2 The SUPPLIER represents and warrants that GOODS furnished under this PURCHASE ORDER:

- (a) shall be new unless otherwise stated by BUYER in this PURCHASE ORDER;
- (b) shall conform to the specification in this PURCHASE ORDER;
- (c) shall have clear title, free from all liens, taxes, and/or encumbrances;

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- (d) may be used by BUYER without infringing upon any patent relating to the GOODS; and
  - (e) shall be free from apparent and hidden defects or deficiencies for a period mutually agreed by both PARTIES.
- 8.3 The SUPPLIER represents and warrants that all GOODS and/or ASSOCIATED SERVICES (as applicable) supplied under this PURCHASE ORDER shall be of the specification, quantity and quality agreed between the PARTIES under this PURCHASE ORDER, and shall be free from any defects, clear from all liens, taxes or encumbrances and fit for their intended purposes, including, but not limited to, the terms and conditions under this PURCHASE ORDER.
- 8.4 The SUPPLIER further represents and warrants that all GOODS and/or ASSOCIATED SERVICES under this PURCHASE ORDER shall be in full compliance with the terms and conditions of this PURCHASE ORDER, all other applicable laws, and without infringing any third party's intellectual property rights.
- 8.5 The SUPPLIER represents and warrants that all hardware, software and/or other programs or tools used or incorporated into the GOODS and/or ASSOCIATED SERVICES (if applicable) shall be free from any encumbrances.
- 8.6 The SUPPLIER represents and warrants that it has the experience, capability, authorization and all necessary permits, registrations, and licenses to supply the GOODS and/or perform the ASSOCIATED SERVICES under this PURCHASE ORDER.
- 8.7 Where applicable, the SUPPLIER represents and warrants that it shall ensure that the ASSOCIATED SERVICES performed and/or achieved under this PURCHASE ORDER shall be free of viruses and/or other contaminants and/or cyber-attack threats. The SUPPLIER agrees that where a virus and/or cyber-attack threats and/or other contaminants is introduced into or as a result of the ASSOCIATED SERVICES, the SUPPLIER shall eradicate the virus from the whole or any part of the ASSOCIATED SERVICES at no charge to BUYER.
- 8.8 The SUPPLIER represents and warrants that the personnel assigned by the SUPPLIER to BUYER for the ASSOCIATED SERVICES (when applicable) shall remain the employees of the SUPPLIER who shall be responsible for any liabilities, losses, and damages arising as a result of the conduct of the ASSOCIATED SERVICES performed hereunder.
- 8.9 The SUPPLIER represents and warrants that it has accessed, read, and have fully acquainted itself with all the requirements under the RELEVANT POLICIES and undertakes to ensure the SUPPLIER GROUP's compliance to the same.
- 9.0 GUARANTEE PERIOD**
- 9.1 The SUPPLIER warrants all GOODS and/or ASSOCIATED SERVICES against any defect and/or unsatisfactory performance during the GUARANTEE PERIOD as stipulated in this PURCHASE ORDER.
- 9.2 The GUARANTEE PERIOD for the GOODS and/or ASSOCIATED SERVICES shall commence upon issuance of the Completion Certificate as per Item 3.5, or in the absence of

- such Completion Certificate, upon the acceptance by the BUYER pursuant to Item 3.4, and shall expire at the end of twelve (12) months thereafter, unless otherwise specified in this PURCHASE ORDER ("GUARANTEE PERIOD").
- 9.3 Where applicable, the SUPPLIER shall ensure that all warranties provided by its subcontractors and manufacturers are assigned to BUYER. The SUPPLIER shall deliver a copy of each written warranty provided by its subcontractors and manufacturers to BUYER. For the avoidance of doubt, these warranties and guarantees are in addition to the guarantees and warranties provided by the SUPPLIER under Item 9.2.
- 9.4 Upon receipt of a notice from BUYER of any defect in any GOODS and/or unsatisfactory performance of the ASSOCIATED SERVICES during the GUARANTEE PERIOD due to defective design, materials, workmanship, unmerchantable quality or unfit for intended purpose, the affected items or parts of the GOODS and/or the ASSOCIATED SERVICES must be redesigned, repaired or replaced, rectified or reformed by the SUPPLIER to be in compliance with this PURCHASE ORDER requirements, at no cost to BUYER, prior to the expiration of the time specified in the notice. Item 7.4 shall apply mutatis mutandis to this Item 9.4.
- 9.5 A further twelve (12) months warranty shall apply to any GOODS and/or ASSOCIATED SERVICES redesigned, repaired, replaced, rectified or reformed pursuant to Item 9.4, unless otherwise specified in this PURCHASE ORDER.
- 9.6 If the SUPPLIER fails to rectify any defect in the GOODS and/or unsatisfactory performance of the ASSOCIATED SERVICES pursuant to Item 9.5, BUYER may rectify any defect in the GOODS and/or unsatisfactory performance of ASSOCIATED SERVICES, and any such costs and expenses shall be recovered from the SUPPLIER as a debt due and payable and/or be set-off against any amount payable to the SUPPLIER (if any).
- 9.7 The SUPPLIER's liability hereunder shall extend to all damages proximately caused by the omissions or defects, including any costs such as removal, inspection, costs of return or storage.
- 10.0 LICENSE AND PERMIT**
- Subject to the relevant provisions of the INCOTERM, the SUPPLIER shall obtain any license or other permit which is required in the country of shipment and/or origin for implementation of this PURCHASE ORDER. This PURCHASE ORDER is conditional upon such license or other permit being made available in good time in accordance with the DELIVERY DATE stated in this PURCHASE ORDER or any other date specified by BUYER.
- 11.0 INSPECTION**
- 11.1 BUYER or any other third party appointed by BUYER shall have the right to inspect the GOODS and/or ASSOCIATED SERVICES at any time at their own discretion provided always that such inspection shall be conducted reasonably so as not disrupt the SUPPLIER from performing its obligation pursuant to this PURCHASE ORDER subject to prior written notification being given to the SUPPLIER.
- 11.2 Inspection, witnessing or the lack of both by BUYER shall not be construed as acceptance of the GOODS and/or ASSOCIATED SERVICES or any part thereof, nor as relieving the

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SUPPLIER of its obligation pursuant to this PURCHASE ORDER and responsibility for ensuring that the GOODS complies with this PURCHASE ORDER.

11.3 Any inspection made by BUYER shall not prejudice BUYER's right of rejection of the GOODS and ASSOCIATED SERVICES which are not delivered, supplied and/or performed in compliance with the terms of this PURCHASE ORDER.

**12.0 LIABILITY AND INDEMNITY**

12.1 Both PARTIES shall be responsible for and shall hold harmless and indemnify each other from and against any loss or expense by reason of all claims, proceedings, demands and causes of action in respect of any injury (including death) to any person or loss of or damage to property of either PARTY GROUP, howsoever caused.

12.2 The SUPPLIER shall be responsible for and shall save, indemnify, defend and hold harmless BUYER, from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of any failure or breach by the SUPPLIER of any representation and warranties, terms or obligations under this PURCHASE ORDER.

12.3 The SUPPLIER shall further indemnify and hold BUYER safe and harmless from and against all injuries to, including death of, and loss of or damage to property of third parties arising out of or in connection with the delivery of GOODS and performance of ASSOCIATED SERVICES (where applicable).

12.4 Both PARTIES shall indemnify each other relating to oil pollution emanating from each PARTY's equipment.

12.5 The SUPPLIER's indemnities and liabilities under this Item 12 are in addition to Item 15 below on liquidated damages and without limitation to BUYER's any other rights under this PURCHASE ORDER.

**13.0 CONSEQUENTIAL LOSS**

BUYER shall not be liable for any incidental, indirect, and consequential damages whatsoever (which shall include but not limited to damages for loss of earnings, loss of anticipated profits, income or savings, goodwill, anticipated savings or interruption of business) that may be suffered or incurred by the SUPPLIER, even if advised of the possibility of such damages including any form of compensation, arising out of or in connection with this PURCHASE ORDER and/or termination and/or cancellation of this PURCHASE ORDER.

**14.0 INSURANCE**

14.1 The SUPPLIER shall at its own cost and expense, procure and maintain in full force and effect for the entire duration of this PURCHASE ORDER, valid, reasonable and adequate insurance to cover against the exposures for the delivery of GOODS and/or performance of ASSOCIATED SERVICES (where applicable) and as required by law, including but not limited to property damage insurance, employee benefits/social security payments and comprehensive general liability insurance covering legal liability to third parties for incidents arising from performance of this PURCHASE ORDER (delivery of GOODS and/or

ASSOCIATED SERVICES) hereunder and resulting in property damage and/or bodily injuries, including death, sustained by any person(s).

14.2 Whenever requested, the SUPPLIER shall within fourteen (14) days from such request furnish to BUYER certified copies of the certificates of insurances provided for in Item 14.1 hereof, accompanied by certified copies of official receipts evidencing payment of the full premiums thereof. Policies and/or extension certificates or documents shall be furnished to BUYER as and when requested by BUYER. The furnishing of certificates of insurances shall not be interpreted as implying that BUYER assumes responsibility for the correctness of such documents or that the SUPPLIER has complied with its other obligations contained in this PURCHASE ORDER.

14.3 The SUPPLIER and its subcontractor(s) shall not commence ASSOCIATED SERVICES until all the insurances that are required to be provided are in full force and effect.

14.4 The SUPPLIER shall inform BUYER immediately in writing upon receipt of any notice of claims, incidents or demands or of any situation which may give rise to such claims, incidents or demands being made under the said insurance policies. Such written notice shall be given no later than two (2) days after the occurrence of any such event. However, for serious accidents, including but not limited to death or serious injuries, notice shall be given immediately to BUYER and confirmed in writing.

14.5 The SUPPLIER shall co-operate fully with the insurance provider(s), furnishing the insurance policies specified herein in the event of any claim.

**15.0 LIQUIDATED DAMAGES**

15.1 Time is of an essence to the DELIVERY DATE and COMPLETION DATE of this PURCHASE ORDER. In the event the DELIVERY DATE and/or the COMPLETION DATE (where applicable) is not met by the SUPPLIER, the SUPPLIER shall pay BUYER liquidated damages (which the SUPPLIER and BUYER hereby agree shall not be considered as penalty).

15.2 In the absence of any express provision in this PURCHASE ORDER, liquidated damages shall be paid by the SUPPLIER to BUYER in the amount calculated at **one percent (1%)** of the PO PRICE per day for each day of delay (pro-rated), up to the maximum of ten percent (10%) of the PO PRICE.

15.3 The liquidated damages stated in this Item 15 is deemed to be the actual loss which BUYER will suffer in the event that the SUPPLIER fails to deliver the GOODS and/or ASSOCIATED SERVICES on the DELIVERY DATE and/or COMPLETION DATE (as applicable). The SUPPLIER by entering into this PURCHASE ORDER agrees to pay to BUYER the said amount(s) if the same becomes due without the need for BUYER to prove actual damage or loss.

15.4 In the event the delay continues and the SUPPLIER is unable to deliver the GOODS and complete the performance of the ASSOCIATED SERVICES and accumulates the maximum amount of liquidated damages payable by the SUPPLIER to BUYER pursuant to Item 15.2 above, without prejudice to BUYER's rights in the law, BUYER shall have the right to terminate this PURCHASE ORDER immediately pursuant to Item 16.0 hereof.

**16.0 TERMINATION/CANCELLATION**

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- 16.1 In the event of any breach of any of the terms and conditions of this PURCHASE ORDER by the SUPPLIER, BUYER shall give written notice to the SUPPLIER specifying the breach and requiring the SUPPLIER to remedy or rectify such breach within seven (7) days after the receipt of the written notice. If the SUPPLIER fails to remedy or rectify the breach within the stipulated period, BUYER shall, without prejudice to any other right under this PURCHASE ORDER or at law, terminate/cancel this PURCHASE ORDER with immediate effect and shall return the GOODS (where applicable) previously supplied under this PURCHASE ORDER for full credit of all payments made to the SUPPLIER. Upon such termination/cancellation, the SUPPLIER shall immediately cease performance of the ASSOCIATED SERVICES (where applicable). SUPPLIER shall be liable to pay BUYER for all costs and expenses incurred by BUYER as the result of such termination including but not limited to all costs and expenses incurred by BUYER in engaging a new supplier for the purpose of delivering the GOODS and/or completing the ASSOCIATED SERVICES.
- 16.2 BUYER may also terminate/cancel this PURCHASE ORDER with immediate effect if:-
- (a) the SUPPLIER generally suspends payment of its debts as they become due; or
  - (b) a petition is filed or an order is made or entered (and is not stayed within thirty (30) days of service thereof) against the SUPPLIER; or
  - (c) a resolution is passed or an involuntary petition is filed for the winding up, receivership, bankruptcy or reorganisation of the SUPPLIER; or
  - (d) the SUPPLIER makes an assignment for benefit of all or substantially all its creditors or a receiver or administrator is appointed to all or substantially all of its assets; or
  - (e) the ownership or control of the SUPPLIER has been materially altered.
- 16.3 This PURCHASE ORDER may also be terminated/cancelled with immediate effect at any time by BUYER by giving fourteen (14) days written notice to the SUPPLIER, without providing any reason whatsoever. After such notice has been given, the SUPPLIER shall not order further GOODS which relates to this PURCHASE ORDER, and shall cease to provide the ASSOCIATED SERVICES. In addition, the SUPPLIER shall use its best endeavors attempt to cancel contracts already entered into where this is possible without cost being incurred. BUYER shall, in full settlement, pay a reasonable price for all GOODS and/or ASSOCIATED SERVICES performed and/or completed in accordance with the PURCHASE ORDER as of the effective date of termination.
- 16.4 Notwithstanding anything to the contrary herein, any breach by the SUPPLIER of Item 22 herein shall be deemed as a material breach and BUYER shall have the right to terminate this PURCHASE ORDER with immediate effect without any payment of compensation to the SUPPLIER.
- 17.0 FORCE MAJEURE**
- 17.1 Neither party shall be liable for any failure to fulfill any term of this PURCHASE ORDER if fulfillment has been delayed, interfered with or prevented by FORCE MAJEURE provided the party is not already in default of those obligations under this PURCHASE ORDER whose performance is delayed, interfered with or prevented by FORCE MAJEURE.
- 17.2 For the avoidance of doubt, labour disputes or riot involving the SUPPLIER and labour disputes, fire, flood, war or riot involving the SUPPLIER's subcontractors shall not be considered to be a FORCE MAJEURE event.
- 17.3 The affected party is obligated to notify the other party as soon as reasonably practicable after it becomes aware of a FORCE MAJEURE. BUYER and the SUPPLIER shall concur as to the actions to be taken, if any, to mitigate the effects of the FORCE MAJEURE.
- 18.0 WAIVER AND VALIDITY**
- 18.1 Failure by BUYER to enforce the performance of any of the provision of this PURCHASE ORDER against the SUPPLIER shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of this PURCHASE ORDER in any way.
- 18.2 Any waiver by BUYER to any breach of PURCHASE ORDER by the SUPPLIER shall not constitute a precedent and shall not be deemed a waiver of any succeeding breach of the same provision or any other provision of this PURCHASE ORDER.
- 18.3 Any provision herein which is or becomes illegal or unenforceable shall be severed from this PURCHASE ORDER and shall not affect the validity of the remaining provisions hereof.
- 19.0 HEALTH, SAFETY AND ENVIRONMENT ("HSE")**
- The SUPPLIER shall ensure that its personnel, its agents or subcontractors, shall comply with all rules, regulations, standard requirements, PETRONAS/ BUYER's Personal Protective Equipment; and other policies (including those related to security, administrative and safety arrangements) applicable for the provision of GOODS and ASSOCIATED SERVICES which can be obtained at the following link: <https://www.miscgroup.com/sustainability/health-and-safety> (HSE Requirements for Contractors). A copy of the relevant HSE policies and documents can be obtained from BUYER upon request.
- 20.0 CONFIDENTIAL INFORMATION**
- 20.1 The SUPPLIER shall keep confidential and not divulge to any third parties or use in any way without prior written approval from BUYER, other than for the delivery of the GOODS and/or accomplishing the ASSOCIATED SERVICES, under this PURCHASE ORDER, any information which includes information in whatsoever form disclosed by or on behalf of BUYER to the SUPPLIER or generated or acquired by the SUPPLIER in the performance of this PURCHASE ORDER, which at the time of disclosure, generation or acquisition is not: (a) in lawful, unrestricted possession of the SUPPLIER; or (b) part of public knowledge or literature; but shall not be limited to all acBUYERing designs, drawings, specifications and other information and data disclosed, directly or indirectly by BUYER BUYER("Confidential Information").
- 20.2 The SUPPLIER shall at all times, both within the duration of this PURCHASE ORDER and at any time thereafter:

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- (a) further preserve and cause the SUPPLIER GROUP to preserve the secrecy of all Confidential Information in the strictest confidence;
- (b) use all Confidential Information only for the performance of this PURCHASE ORDER; and
- (c) notify BUYER promptly upon discovery of any instance where the requirements of this Item have not been complied with, and assist BUYER in recovering or preventing any further dissemination of, any Confidential Information.

20.3 The SUPPLIER shall promptly return, destroy or erase, at BUYER's option all documents, drawings, data or Confidential Information provided to the SUPPLIER by BUYER, and provide written confirmation that such action has been taken, upon:

- (a) completion of this PURCHASE ORDER ;
- (b) receipt by the SUPPLIER of BUYER's notification of discontinuance or termination of all or any part of this PURCHASE ORDER; or
- (c) receipt by the SUPPLIER of BUYER's request for return or destruction of all such Confidential Information.

20.4 The SUPPLIER shall obtain prior approval from BUYER before the SUPPLIER or its ASSOCIATED PERSON makes any public release, announcement, regarding this PURCHASE ORDER or the SUPPLIER's activities related to its participation in this PURCHASE ORDER.

20.5 This Item 20.0 shall survive the termination or expiry of this PURCHASE ORDER. The SUPPLIER shall ensure that any person with access to the Confidential Information be bound by terms of confidentiality on terms no less stringent than the provisions under this Item 20.0.

**21.0 BANK GUARANTEE**

21.1 At the request of BUYER, the SUPPLIER shall furnish to BUYER, within thirty (30) days from the date of this PURCHASE ORDER, a bank guarantee in the value of **two point five percent (2.5%) of the PO Price**, or any other value to be mutually agreed by the PARTIES, in the form of an irrevocable, first call, unconditional bank guarantee ("Bank Guarantee") issued by a bank acceptable to BUYER for a sum as stated in the Purchase Order Form, to be valid from the date of this PURCHASE ORDER until the expiry of the GUARANTEE PERIOD or extended GUARANTEE PERIOD.

21.2 If the Bank Guarantee to be furnished pursuant to Item 21.1 is not duly furnished by the SUPPLIER to BUYER within the stipulated period, BUYER may at its option terminate this PURCHASE ORDER by notice in writing to the SUPPLIER. BUYER shall not be liable for any claim or demand from the SUPPLIER under this PURCHASE ORDER and BUYER shall be entitled to be repaid by the SUPPLIER for all out-of-pocket expenses incurred by BUYER incidental to the obtaining of a new supplier for the delivery and supply of the GOODS and/or ASSOCIATED SERVICES.

21.3 In the event that the DELIVERY DATE and/or COMPLETION DATE is delayed or extended for any reason whatever, the SUPPLIER shall extend the validity of the Bank Guarantee, at the SUPPLIER's own cost, to cover the additional period caused by such extension or delay in the form similar to and in the amount of those previously provided except for a revised date of expiry.

**22.0 BUSINESS CONDUCT**

22.1 The SUPPLIER must comply with the relevant parts of BUYER Code of Conduct and Business Ethics, Country Supplement, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by BUYER from time to time in providing GOODS and/or performing any ASSOCIATED SERVICES for BUYER.

22.2 The SUPPLIER must ensure that all ASSOCIATED PERSONS who provide GOODS and/or perform any ASSOCIATED SERVICES in connection with this PURCHASE ORDER comply with all relevant parts of BUYER Code of Conduct and Business Ethics, Country Supplement, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by BUYER from time to time.

22.3 From time-to-time, at the reasonable request of BUYER, the SUPPLIER shall confirm in writing that the SUPPLIER and the ASSOCIATED PERSONS have complied with the obligations imposed upon in this Item 22.0 and provide any information reasonably requested by BUYER in support of the compliance obligations.

22.4 In the event that the SUPPLIER and the ASSOCIATED PERSONS refuse, fail and/or is negligent in complying with the provisions as stated in this Item 22.0, BUYER may take any such action as deemed necessary including termination of this PURCHASE ORDER in accordance with the terms stated in Item 16.0 without any payment of compensation to the SUPPLIER.

**23.0 CONFLICT OF INTEREST, FIGHTING CORRUPTION AND UNETHICAL PRACTICES**

23.1 The SUPPLIER shall:

- (a) comply with all RELEVANT REQUIREMENTS and RELEVANT POLICIES;
- (b) have in place and maintain throughout the term of this PURCHASE ORDER, RELEVANT POLICIES and procedures to ensure compliance with the RELEVANT REQUIREMENTS and RELEVANT POLICIES;
- (c) with respect to any matter arising out of this PURCHASE ORDER, maintain adequate internal controls and accurately record all transactions in its books and records;
- (d) enforce the policies and procedures referred to in Item 23.1 (b) where appropriate;
- (e) promptly report to BUYER any breach of this Item 23.1 arising in connection with this PURCHASE ORDER and take such steps as BUYER may reasonably require in order to rectify any such breach;
- (f) promptly report any request or demand for any undue financial or other advantage of any kind received by the SUPPLIER in connection with the performance of this PURCHASE ORDER and take such steps in response to any such request as BUYER may reasonably require; and
- (g) immediately notify BUYER in writing if a foreign public official becomes an officer or employee of the SUPPLIER or acquires a direct or indirect interest in the



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SUPPLIER and the SUPPLIER warrants that no foreign public officials are officers or employees of the SUPPLIER or have direct or indirect interests in the SUPPLIER at the date of this PURCHASE ORDER.

23.2 The SUPPLIER must ensure that all ASSOCIATED PERSONS who provide GOODS and/or perform any ASSOCIATED SERVICES in connection with this PURCHASE ORDER comply with the RELEVANT OBLIGATIONS.

23.3 The SUPPLIER shall be responsible for the observance and performance by ASSOCIATED PERSONS of the RELEVANT OBLIGATIONS and shall be directly liable to BUYER for any breach of the RELEVANT OBLIGATIONS by an ASSOCIATED PERSON.

23.4 Breach of this Item 23.0 shall be deemed a material breach and BUYER may terminate this PURCHASE ORDER in accordance with the terms stated in Item 16.0 of this PURCHASE ORDER without any payment of compensation to the SUPPLIER.

23.5 Anti-Bribery and Corruption

(a) SUPPLIER has not indulged and shall not indulge in act of corruption, fraud or money laundering and shall indemnify BUYER for any pre-acquisition acts of corruption, fraud or money-laundering. In the event of breach, BUYER shall be entitled to claim for indemnity from SUPPLIER and thereafter, terminate this PURCHASE ORDER forthwith.

(b) SUPPLIER shall ensure its personnel comply with the requirements under this Item 23.5. In the event of breach, BUYER shall be entitled to claim for indemnity from SUPPLIER and thereafter, terminate its personnel and this PURCHASE ORDER forthwith.

**24.0 USE OF TRADEMARKS**

The SUPPLIER shall not, without the prior written consent of BUYER, use the name or any trade name or trademark of BUYER or BUYERBUYER in any advertising or communications to the public in any format whatsoever.

**25.0 ILLEGAL INFORMATION BROKERING**

The SUPPLIER warrants and represents that it has not and will not utilize confidential information of others or illicit influence such as illegal information brokering in connection with this PURCHASE ORDER.

**26.0 SUBCONTRACTING**

The SUPPLIER shall not subcontract all or any part of its obligations under this PURCHASE ORDER without BUYER's prior written approval. The SUPPLIER shall bind every subcontractor to the terms of this PURCHASE ORDER.

**27.0 ASSIGNMENT AND NOVATION**

The SUPPLIER shall not novate or assign this PURCHASE ORDER in whole or in part without the prior written approval of BUYER, which approval shall not be unreasonably withheld.

**28.0 AMENDMENT**

No amendment or variation of the provisions of this PURCHASE ORDER shall be binding upon any party unless it is mutually agreed in writing by both PARTIES.

**29.0 TIME**

Time shall be of essence to the terms stipulated in this PURCHASE ORDER.

**30.0 APPLICABLE LAW**

This PURCHASE ORDER shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the jurisdiction of Malaysian Court.

**31.0 ENTIRE AGREEMENT**

The terms and conditions set out on this PURCHASE ORDER together with any subsequent amendments made in writing by BUYER and the SUPPLIER represent the entire terms and conditions of this PURCHASE ORDER between BUYER and the SUPPLIER. This PURCHASE ORDER supersedes the inquiry, bid offer, clarification and other agreements or documents previously made between BUYER and the SUPPLIER.

**32.0 PROVISION OF ASSOCIATED SERVICES**

For supply of GOODS that involves provision of ASSOCIATED SERVICES, the additional terms and conditions of ANNEXURE 1 shall be applicable.

**33.0 COST OF PREPARING**

33.1 Each PARTY shall bear its own costs and expenses incurred in connection with the preparation of this PURCHASE ORDER.

33.2 Any stamp duty payable in respect of this PURCHASE ORDER shall be borne by the SUPPLIER.

**34.0 ANNEXURES**

Any annexures, as and when appended shall form part of this General Terms and Conditions of Purchase Order for Provision of Goods and Associated Services.

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**TERMS AND CONDITIONS OF PURCHASE ORDER  
FOR PROVISION OF GOODS AND ASSOCIATED SERVICES (IF APPLICABLE)**

**ANNEXURE 1**

**TERMS AND CONDITIONS FOR ASSOCIATED SERVICES (WHERE APPLICABLE)**

**1.0 COMPLETION OF ASSOCIATED SERVICES**

- 1.1 The SUPPLIER shall ensure that the ASSOCIATED SERVICES are performed and completed at the SITE(S) on the scheduled COMPLETION DATE as stated in this PURCHASE ORDER.
- 1.2 In the event of failure by the SUPPLIER to perform the ASSOCIATED SERVICES contained in this PURCHASE ORDER, other than as a result of FORCE MAJEURE or BUYER's written request, BUYER shall have the right to cancel all or any remaining part of this PURCHASE ORDER, without payment of compensation, and obtain ASSOCIATED SERVICES from other sources. Any and all increased costs and expenses thereby incurred by BUYER in obtaining such ASSOCIATED SERVICES shall be set off against any moneys due or to become due to the SUPPLIER or shall be recoverable as damages hereunder.

**2.0 WARRANTIES AND GUARANTEES**

- 2.1 The SUPPLIER warrants and guarantees to BUYER that:
- (a) the ASSOCIATED SERVICES shall be of good quality, good workmanship and fit for purpose for which it is generally intended and/or for which BUYER has informed the SUPPLIER or the SUPPLIER has represented it is intended and shall be completed without any omission; and
  - (b) the ASSOCIATED SERVICES performed under this PURCHASE ORDER shall be in accordance with good principles and accepted professional standards and meeting the intents and objectives of this PURCHASE ORDER.
- 2.2 The SUPPLIER's warranty and guarantee under Item 2.1(a) shall commence from the completion of the ASSOCIATED SERVICES to the satisfaction of BUYER and shall expire on the date specified by BUYER, in accordance with Item 9.2 of the GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER FOR PROVISION OF GOODS AND ASSOCIATED SERVICES.
- 2.3 The SUPPLIER shall be responsible for making good with all possible speed, any failure or omission and defects in the ASSOCIATED SERVICES or any portion thereof which may appear or occur during the GUARANTEE PERIOD. Remedied ASSOCIATED SERVICES shall be at the SUPPLIER's cost and shall carry an additional guarantee period as mutually agreed by both BUYER and the SUPPLIER from the period the ASSOCIATED SERVICES are remedied, in accordance with Item 9.5 of the GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER FOR PROVISION OF GOODS AND ASSOCIATED SERVICES.
- 2.4 The SUPPLIER's liability hereunder shall extend to all damages proximately caused by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage.

**3.0 INSPECTION**

- 3.1 The SUPPLIER shall be responsible for ensuring that all inspections and testing of the performance of the ASSOCIATED SERVICES are carried out in accordance with generally accepted industry standards applicable to an international contractor and shall provide such inspection and testing plan to BUYER.
- 3.2 BUYER or any third party appointed by BUYER shall have the right at all reasonable times to inspect or witness any test of any part of the performance of the ASSOCIATED SERVICES at any place where the ASSOCIATED SERVICES is being performed. Inspection, witnessing or the lack of both by BUYER shall not be construed as acceptance of any part of the performance of ASSOCIATED SERVICES, nor as relieving the SUPPLIER of its obligation to fulfil all requirements of the ASSOCIATED SERVICES and responsibility for ensuring that the performance of the ASSOCIATED SERVICES complies with this PURCHASE ORDER.

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**ANNEXURE 2**

**SPECIFIC TERMS AND CONDITIONS FOR GOODS (WHERE APPLICABLE)**

**1. PACKING AND MARKING INSTRUCTIONS**

- 1.1 SUPPLIER shall prepare and pack the GOODS (including spares) for transportation taking into consideration the method of transportation to be used at the SITE(S).
- 1.2 SUPPLIER shall be liable and hold BUYER harmless for any and all, loss of, damage or destruction to the GOODS and/or, spares, resulting from improper packing and handling by the SUPPLIER or its designated sub-suppliers or representatives. All resultant replacements required shall be promptly made by the SUPPLIER, without any costs to BUYER.
- 1.3 SUPPLIER shall strictly adhere to the packing requirements given by BUYER (if applicable) and shall be as per good industry engineering practice.
- 1.4 GOODS must be fully furnished to a high standard and free from corrosion, dents, cracks and any other defects at the time of packing and loading onto the designated mode of transportation, and receipt of the same at the SITE(S).
- 1.5 Each item shall be tagged, giving description of the item for easy identification by Customs Authorities with location of the SITE(S) clearly indicated. Each package should contain a copy of the packing slip. All packing should be clearly marked and should contain a complete and detailed packing list prepared for each packing and shall be submitted in hard and soft copies.
- 1.6 SUPPLIER shall provide suitable packing and ensure that the same prevents damage or deterioration to the GOODS during transit to the designated final destination/ discharge port.
- 1.7 SUPPLIER shall ensure that the GOODS are packed to withstand exposure to humidity and any other weather condition during transportation, transit and storage at the SITE(S) or final destination/discharge port.
- 1.8 Packing case, sizes and weights shall take into consideration, wherever appropriate, final destination and the possible absence of heavy handling facilities at all points whilst in transit and necessary lifting provisions and tools such as spreader bars to unload and/or handle the GOODS at the SITE(S) or final destination.
- 1.9 SUPPLIER must specifically provide instructions and guidelines for shipping, storage, protection and preservation of the GOODS, as may be revised and update from time to time, in case the GOODS are not placed in operation until or during the GUARANTEE PERIOD.
- 1.10 Machined parts should be corrosion proof. Corrosion proofing shall be good for twelve (12) months after packaging and corrosion proofing cleaning instructions shall be provided (flammable, explosive, corrosive or hazardous corrosion protection systems or their cleaning procedures are prohibited).

- 1.11 Spare parts shall be packed separately and marked for proper identification with a separate packing list.
- 1.12 All packing materials are non-returnable.
- 1.13 SUPPLIER shall provide necessary support in establishing compliant commercial documents for the importation into the country of import. Specimen documents including but not limited to Commercial Invoice and Packing List are to be provided at least two (2) weeks prior to shipment, for acceptance.

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