

## 1.0 DEFINITIONS

- **ASSOCIATED PERSON** means a person associated with CONTRACTOR including, but not limited to any of its employees, agents, contractors, sub-contractors, consultants or representatives and agents of CONTRACTOR;
- **BUYER GROUP** shall include BUYER, MISC Maritime Services Sdn Bhd (“MMS”) (Registration No. 199201010371 (241874-V)), its holding BUYER, subsidiary, affiliates, any other entity directly or indirectly controlled by BUYER from time to time, consultants, agents or contractors;
- **BUYER** shall mean the BUYER issuing this PURCHASE ORDER or its successor-in-title or permitted assigns; **BUYER** shall mean the BUYER issuing this PURCHASE ORDER or its successor-in-title or permitted assigns;
- **BUYER GROUP** shall include BUYER, its holding BUYER, 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 SERVICES as specified in this PURCHASE ORDER is scheduled to be completed, if any;
- **CONTRACTOR** shall mean any person or BUYER having a contract under this PURCHASE ORDER for the provision of the SERVICES to BUYER;
- **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;
- **GUARANTEE PERIOD** shall have a meaning assigned to it in Item 7.2;
- **PARTIES** shall mean CONTRACTOR and BUYER;
- **PARTY** shall mean either CONTRACTOR or BUYER;
- **PURCHASE ORDER** shall mean the Purchase Order Form and these terms and conditions, together with any exhibits attached hereto and made part hereof;
- **RELEVANT OBLIGATIONS** shall mean obligations equivalent to those imposed on CONTRACTOR in Item 20.1;
- **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 COBE for Third Parties, ABC Manual and other relevant policies/guidelines have been made available to the CONTRACTOR 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;
- **SERVICES** shall mean the services carried out by CONTRACTOR for BUYER in accordance with this PURCHASE ORDER;
- **SITE(S)** shall mean any location(s) where CONTRACTOR is required to perform the SERVICES as stipulated in this PURCHASE ORDER; 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 or 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 CONTRACTOR and shall supersede the inquiry, bid offer, clarification and other agreements or documents previously made between BUYER and CONTRACTOR.

## 3.0 COMPLETION OF SERVICES

- 3.1 CONTRACTOR shall ensure that the SERVICES are performed at the SITE(S) on the scheduled COMPLETION DATE, in accordance with this PURCHASE ORDER.
- 3.2 In the event of failure by CONTRACTOR 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 CONTRACTOR, and/or to terminate all or any remaining part of this PURCHASE ORDER, without payment of compensation. Any and all costs and expenses thereby incurred by BUYER in obtaining such provision of SERVICES shall be set off against any moneys due, or to become due to CONTRACTOR, or shall be recoverable as damages thereunder.

## 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 all supporting documents provided that all of CONTRACTOR’S obligations under this PURCHASE ORDER have been fulfilled and that complete provision of the SERVICES has taken place in accordance with the payment milestones as agreed in this PURCHASE ORDER.
- 4.2 CONTRACTOR 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) 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/>.

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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 CONTRACTOR as a result of this PURCHASE ORDER in complying with the applicable tax legislations including the payment of all TAX assessed on CONTRACTOR (as any TAXES for the performance of this PURCHASE ORDER) is the cost of CONTRACTOR and BUYER will withhold TAXES accordingly on the PO PRICE.

5.3 CONTRACTOR agrees to and hereby accepts full responsibility for the payment of all salaries, wages, commissions, allowances and other remuneration to CONTRACTOR'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 SERVICES.

**6.0 TAXES AND DUTIES**

6.1 General Tax Article

6.1.1 CONTRACTOR 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 CONTRACTOR shall be for the account of CONTRACTOR and shall not be reimbursed by BUYER.

6.1.2 CONTRACTOR shall fully protect and indemnify BUYER and hold BUYER safe and harmless from any and all claims or liability for TAXES (including INDIRECT TAX) 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, CONTRACTOR or its subcontractors or against BUYER for or on account of any payment made to or earned by CONTRACTOR in connection with this PURCHASE ORDER.

CONTRACTOR 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 CONTRACTOR's employees, or employee of its subcontractors, and all TAXES assessed or levied against, on or for account of any property or equipment of CONTRACTOR or its subcontractors.

6.1.3 BUYER shall have the right to withhold TAXES from payments due to CONTRACTOR 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 CONTRACTOR with respect to the amount so withheld. If CONTRACTOR is under the

opinion that the payment(s) should not be subject to withholding tax, CONTRACTOR shall submit to BUYER a letter from the relevant tax authorities confirming that CONTRACTOR is a resident in the same country as BUYER, failing which BUYER shall consider CONTRACTOR a non-resident for TAX purposes until such time that the required letter is submitted to BUYER.

CONTRACTOR 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 CONTRACTOR with official receipts or other satisfactory evidence in respect of such deduction or withholding.

6.1.4 CONTRACTOR shall indemnify BUYER against all claims, demands and causes of action based on any actual TAXES (including INDIRECT TAX) for which they are liable or any actual or alleged failures by CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall be solely liable or responsible for the following:

- (a) Any liability for TAXES;
- (b) Any and all other costs incurred by CONTRACTOR 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.

**7.0 WARRANTIES AND GUARANTEES**

7.1 CONTRACTOR warrants and guarantees to BUYER that:

- (a) CONTRACTOR has the experience, capability and all necessary registrations and licenses to perform the SERVICES under this PURCHASE ORDER;
- (b) the SERVICES shall be of good quality, good workmanship, fit for purpose for which it is generally intended and/or for which BUYER has informed

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CONTRACTOR or CONTRACTOR has represented it is intended and shall be completed without any omission; and

(c) the 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.

7.2 CONTRACTOR's warranty and guarantee under Item 7.1(b) shall commence from the completion of the SERVICES to the satisfaction of BUYER and shall expire at the end of twelve (12) months thereafter, unless otherwise specified in this PURCHASE ORDER ("GUARANTEE PERIOD").

7.3 CONTRACTOR shall be responsible for making good, with all possible speed, any failure or omission and defects in the SERVICES or any portion thereof which may appear or occur during the GUARANTEE PERIOD. Remedied SERVICES shall be at CONTRACTOR's cost and shall carry an additional guarantee period as mutually agreed by both BUYER and CONTRACTOR from the period the SERVICES are remedied.

7.4 CONTRACTOR'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.

**8.0 LICENSE AND PERMIT**

Subject to the relevant provisions of applicable law, CONTRACTOR shall obtain any license or permit which is required in the country of implementation of this PURCHASE ORDER. This PURCHASE ORDER is conditional upon such license or permit being made available in good time prior to commencement of the SERVICES.

**9.0 INSPECTION**

9.1 CONTRACTOR shall be responsible for ensuring that all inspections and testing of the 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.

9.2 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 SERVICES at any place where the SERVICES is being performed. Inspection, witnessing or the lack of both by BUYER shall not be construed as acceptance of any part of the SERVICES nor as relieving CONTRACTOR of its obligation to fulfil all requirements of the SERVICES and responsibility for ensuring that the SERVICES complies with this PURCHASE ORDER.

**10.0 LIABILITY AND INDEMNITY**

10.1 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.

10.2 CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless BUYER GROUP, from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of any failure or breach by

CONTRACTOR of any representation and warranties, terms or obligations under this PURCHASE ORDER.

10.3 CONTRACTOR 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 performance of the SERVICES.

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

10.5 CONTRACTOR's indemnities and liabilities under this Item 10.0 are in addition to Item 13.0 below on liquidated damages and without limitation to BUYER's any other rights under this PURCHASE ORDER.

**11.0 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 CONTRACTOR, 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.

**12.0 INSURANCE**

12.1 CONTRACTOR 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 performance of SERVICES 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 SERVICES hereunder and resulting in property damage, bodily injuries, including death, sustained by any person.

12.2 Whenever requested, CONTRACTOR shall within fourteen (14) days from such request, furnish to BUYER certified copies of the certificates of insurances provided for in Item 12.1 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 CONTRACTOR has complied with its other obligations contained in this PURCHASE ORDER.

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

12.4 CONTRACTOR 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.

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

**13.0 LIQUIDATED DAMAGES**

13.1 In the event the COMPLETION DATE is not met by CONTRACTOR, CONTRACTOR shall pay BUYER liquidated damages (which CONTRACTOR and BUYER hereby agree shall not be considered as penalty).

13.2 In the absence of any express provision in this PURCHASE ORDER, liquidated damages shall be paid by CONTRACTOR 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.

13.3 The liquidated damages stated in this Item 13.0 is deemed to be the actual loss which BUYER will suffer in the event that CONTRACTOR fails to complete the SERVICES on the COMPLETION DATE. CONTRACTOR 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.

13.4 In the event the delay continues and CONTRACTOR is unable to complete the SERVICES and accumulates the maximum amount of liquidated damages payable by CONTRACTOR to BUYER pursuant to Item 13.2 above, BUYER shall have the right to terminate this PURCHASE ORDER immediately under Item 14.1 hereof.

**14.0 TERMINATION/CANCELLATION**

14.1 In the event of any breach of any of the terms and conditions of this PURCHASE ORDER by CONTRACTOR, BUYER shall give written notice to CONTRACTOR specifying the breach and requiring CONTRACTOR to remedy or rectify such breach within seven (7) days after the receipt of the written notice. If CONTRACTOR 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. Upon such termination/cancellation, CONTRACTOR shall immediately cease performance of the SERVICES. CONTRACTOR 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 contractor for the purpose of completing the SERVICES.

14.2 BUYER may also terminate/cancel this PURCHASE ORDER with immediate effect if:

- (a) CONTRACTOR generally suspends payment of its debts as they become due; or
- (b) a petition is filed or an order is filed or an order is made or entered (and is not stayed within thirty (30) days of service thereof) against CONTRACTOR; or
- (c) a resolution is passed or an involuntary petition is filed for the winding up, receivership, bankruptcy or reorganisation of CONTRACTOR; or
- (d) CONTRACTOR 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 CONTRACTOR has been materially altered.

14.3 This PURCHASE ORDER may also be terminated/cancelled with immediate effect at any time by BUYER by giving fourteen (14) days written notice to CONTRACTOR, without providing any reason whatsoever. After such notice has been given, CONTRACTOR shall cease to provide the SERVICES which relate to this PURCHASE ORDER. In addition, CONTRACTOR shall use its best endeavors attempt to cancel contracts already entered into with subcontractors where it is possible without cost being incurred. BUYER shall, in full settlement, pay a reasonable price for all SERVICES performed and/or completed in accordance with the PURCHASE ORDER as of the effective date of termination.

14.4 Notwithstanding anything to the contrary herein, any breach by CONTRACTOR of Item 20 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 CONTRACTOR.

**15.0 FORCE MAJEURE**

15.1 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.

15.2 For the avoidance of doubt, labour disputes or riot involving CONTRACTOR and labour disputes, fire, flood, war or riot involving CONTRACTOR's subcontractors shall not be considered to be a FORCE MAJEURE event.

15.3 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 CONTRACTOR shall concur as to the actions to be taken, if any, to mitigate the effects of the FORCE MAJEURE.

**16.0 WAIVER AND VALIDITY**

16.1 Failure by BUYER to enforce the performance of any of the provision of this PURCHASE ORDER against CONTRACTOR 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.

16.2 Any waiver by BUYER to any breach of PURCHASE ORDER by CONTRACTOR 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.

16.3 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.

**17.0 HEALTH, SAFETY AND ENVIRONMENT ("HSE")**

CONTRACTOR 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,

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administrative and safety arrangements) applicable for the provision of the 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.

**18.0 CONFIDENTIAL INFORMATION**

18.1 CONTRACTOR 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 performance of the SERVICES, under this PURCHASE ORDER, any information which includes information in whatsoever form disclosed by or on behalf of BUYER to CONTRACTOR or generated or acquired by CONTRACTOR in the performance of this PURCHASE ORDER, which at the time of disclosure, generation or acquisition is not: (a) in lawful, unrestricted possession of CONTRACTOR; 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 GROUP ("Confidential Information").

18.2 CONTRACTOR shall at all times, both within the duration of this PURCHASE ORDER and at any time thereafter:

- (a) further preserve and cause CONTRACTOR 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.

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

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

18.4 CONTRACTOR shall obtain prior approval from BUYER before CONTRACTOR or its ASSOCIATED PERSON makes any public release, announcement, regarding this PURCHASE ORDER or CONTRACTOR'S activities related to its participation in this PURCHASE ORDER.

18.5 This Item 18.0 shall survive the termination or expiry of this PURCHASE ORDER. CONTRACTOR 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 18.0.

**19.0 BANK GUARANTEE**

19.1 At the request of BUYER, CONTRACTOR 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.

19.2 If the Bank Guarantee to be furnished pursuant to Item 19.1 is not duly furnished by CONTRACTOR to BUYER within the stipulated period, BUYER may at its option terminate this PURCHASE ORDER by notice in writing to CONTRACTOR. BUYER shall not be liable for any claim or demand from CONTRACTOR under this PURCHASE ORDER and BUYER shall be entitled to be repaid by CONTRACTOR for all out-of-pocket expenses incurred by BUYER incidental to the obtaining of a new contractor for the provision of the SERVICES.

19.3 In the event that the COMPLETION DATE is delayed or extended for any reason whatever, CONTRACTOR shall extend the validity of the Bank Guarantee, at CONTRACTOR'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.

**20.0 BUSINESS CONDUCT**

20.1 CONTRACTOR must comply with the relevant parts of 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 the SERVICES for BUYER.

BUYER  
20.2 CONTRACTOR must ensure that all ASSOCIATED PERSONS who perform 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.

20.3 From time-to-time, at the reasonable request of BUYER, CONTRACTOR shall confirm in writing that CONTRACTOR and the ASSOCIATED PERSONS have complied with the obligations imposed upon in this Item 20.0 and provide any information reasonably requested by BUYER in support of the compliance obligations.

20.4 In the event that CONTRACTOR and the ASSOCIATED PERSONS refuse, fail and/or negligent in complying with the provisions as stated in this Item 20.0, BUYER may take any such action as deemed necessary including termination of this PURCHASE ORDER in accordance with the terms stated in Item 14.0 without any payment of compensation to CONTRACTOR.

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

21.1 CONTRACTOR 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;

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- (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 21.1 (b) where appropriate;
- (e) promptly report to BUYER any breach of this Item 21.1 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 CONTRACTOR 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 CONTRACTOR or acquires a direct or indirect interest in CONTRACTOR and CONTRACTOR warrants that no foreign public officials are officers or employees of CONTRACTOR or have direct or indirect interests in CONTRACTOR at the date of this PURCHASE ORDER;

21.2 CONTRACTOR must ensure that all ASSOCIATED PERSONS who perform the SERVICES in connection with this PURCHASE ORDER comply with the RELEVANT OBLIGATIONS.

21.3 CONTRACTOR 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.

21.4 Breach of this Item 21.0 shall be deemed a material breach and BUYER may terminate this PURCHASE ORDER in accordance with the terms stated in Item 14.0 without any payment of compensation to CONTRACTOR.

21.5 Anti-Bribery and Corruption

- (a) CONTRACTOR 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 CONTRACTOR and thereafter, terminate this PURCHASE ORDER forthwith.
- (b) CONTRACTOR shall ensure its personnel comply with the requirements under this Article 21.5. In the event of breach, BUYER shall be entitled to claim for indemnity from CONTRACTOR and thereafter, terminate its personnel and this PURCHASE ORDER forthwith.

**22.0 USE OF TRADEMARKS**

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

**23.0 ILLEGAL INFORMATION BROKERING**

CONTRACTOR 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.

**24.0 SUBCONTRACTING**

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

**25.0 ASSIGNMENT AND NOVATION**

CONTRACTOR 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.

**26.0 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.

**27.0 TIME**

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

**28.0 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 Courts.

**29.0 ENTIRE AGREEMENT**

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

**30.0 COST OF PREPARING**

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

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

*(End of terms)*