

TERMS AND CONDITIONS

1. **Acceptance.** No acknowledgement or other document written or executed by Seller or forwarded by Seller to Purchaser after date of this P.O. containing terms or conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed by the person who signed this purchase order on behalf of Purchaser, and such instrument shall have been delivered to Seller. In the absence of the execution and delivery of any such instrument by Purchaser, as aforesaid, all deliveries of goods and/or the rendering of services by Seller to Purchaser shall be delivered, rendered and accepted solely upon price, terms, conditions and shall conform to specifications, set forth in this instrument.

2. **The ownership of the goods.** Remains with the seller until they are delivered f.o.b or otherwise in accordance with instruction given by Purchaser.

3. **Quality, Quantity, Deliveries, and Packing.** In the event no quality is specified on the face hereof, the goods delivered and/or services rendered hereunder must be of the best quality. The quantity of goods indicated on the face hereof must not be exceeded without written approval of Purchaser. Seller shall ship and deliver goods and render services hereunder on the date or dates specified on the face hereof, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. Each package of goods shipped must contain a memorandum showing shipper's name, contents of package, and the purchase order number on the face hereof.

4. **Inspection.** Notwithstanding prior payment and/or inspection by Purchaser, all shipments of goods and/or all services rendered hereunder shall be subject to inspection by and approval of Purchaser after arrival of such goods at the delivery point specified on the face hereof and/or after such services have been rendered, taking into consideration, if there be delays in inspection, the seasonal nature of Purchaser's business.

5. **Rejected Shipments and Purchaser's Remedies.** If the goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected in whole or in part by Purchaser by reason of Seller's contained herein, Purchaser, after so notifying Seller in writing, may: either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate without invalidating the remainder of this goods and/or reject the entire services and cancel this purchase order for any undelivered balances of goods and/or unrendered services. If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as hereinabove provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorneys' fees and court costs)

Purchaser shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.

6. **Patents.** Seller warrants that the goods furnished hereunder do not infringe any patent; that it will defend any suit that may arise in respect thereto; and that it will defend, indemnify and hold Purchaser harmless from and against any and all loss which Purchaser may incur (including, but not by way of limitation, attorneys' fees and court costs) by reason of the assertion of any patent rights with respect to the goods furnished hereunder whether by reason of Purchaser's purchase, use or otherwise.

7. **Health and Safety.** All items to be supplied hereunder by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations. If the material furnished hereunder is a food or drug (as such terms are defined in Food & Drugs Act) each shipment comprising of such material shall be guaranteed as of the date of such shipment, not adulterated or misbranded within the meaning of the Act.

8. **Responsibility and indemnification.** All work to be performed by Seller hereunder shall be performed entirely at the risk of Seller and Seller shall defend, indemnify, and hold harmless Purchaser, its agents, servants, representatives, and employees from and against any and all loss (including without limitation, loss of use), liability, damage, claims, demands, actions, and/or proceedings and all costs and expenses connected with any thereof (including, without limitation, attorneys' fees of whatsoever nature on account of any and all damage to or loss or destruction of any property (including, without limitation, property of Purchaser), or injury to or death of any person (including, without limitation, employees of Purchaser) arising directly or indirectly out of or in connection with the performance of Seller of such work, without limiting the generality of the foregoing, Seller agrees to indemnify and hold Purchaser harmless from and against all claims and liens of any and all persons based upon the furnishing of labor and/or materials in connection with the goods sold and/or services rendered by Seller hereunder.

9. **Warranty.** Seller warrants the material furnished hereunder (a) to be free from defects in title, labor, material or fabrication (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable of the purpose intended, (d) to be of merchantable quality, and further warrants that material of Seller's design will be free from defects in design.

10. **Insurance.** Seller shall carry insurance protection sufficient to meet all the liabilities that are mentioned herein.

11. **Events Not Within Control of Purchaser.** If by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen illegal picketing shortages of energy or raw materials, equipment, labor or transportation, production shutdown, or curtailment, lack of facilities, act of God, or of any public enemy, voluntary or involuntary compliance with any valid or invalid, law, order, regulation, request, or recommendation of any government agency or authority, or other cause beyond the immediate and direct control of Purchaser, whether or not of the kind or nature hereinbefore specified, Purchaser shall be delayed in whole or in part in taking any delivery or deliveries of goods and/or accepting the rendering of services as herein specified, Purchaser may giving written notice to Seller :-

- Cancel this purchase order in whole or in part as to any undelivered portion of such goods and/or unrendered portion of such services or
- Suspend, in whole or in part deliveries of goods and/or the rendering of services during the continuance of and to the extent of such cause.

12. **Bankruptcy.** Purchaser may by notice in writing cancel the order if the Seller becomes bankrupt.

13. **Assignment.** Rights and obligations under this order are not to be assigned by either party without the consent of the other providing that Purchaser shall be entitled to assign to any of its subsidiaries or associated in accordance with Malaysian Court of Laws.

14. **Arbitration.** Any dispute or controversy arising out of this order which cannot be settled by mutual agreement shall be settled by arbitration in accordance with Malaysian Court of Laws.

15. **Compliance With Law.** Seller shall comply with all applicable federal, state and local laws, regulation and orders, and Seller will furnish Purchaser with a warranty in a form satisfactory to Purchaser to such effect if requested by Purchaser.

16. **Documentations.** Seller shall despatch by courier service a set of non-negotiable documents to the Purchaser or immediately after the shipment is effected otherwise any port charges incurred in respect of the above delay will be on the account of Seller.

17. **Delivery Time.** Except for public holidays, Purchaser shall received deliveries from Monday to Friday between 0800 to 1200 and 1300 to 1600 hours and on Saturday, between 0800 to 1200 hours only unless otherwise advised.

18. **INSTRUCTION AND CONDITIONS SET OUT IN THIS ORDER OR ATTACHED TO THIS ORDER MUST BE OBSERVED OTHERWISE THE ORDER MAY BE CANCELLED.**

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