

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

1. DEFINITIONS

1.1 In this Purchase Order, the following definitions apply:

“Confidential Information” means the Purchase Order, documents and any information that concerns the business or finances of PSMB and is disclosed to or acquired by the Vendor and which (a) is by its nature confidential; (b) is designated by PSMB as confidential; or (c) the Vendor knows or ought to know is confidential, and includes, without limitation to, any information or data, whether disclosed orally or in writing, whether or not PSMB had notified the Vendor or labeled it as ‘confidential’ prior to disclosure, relating to the concept and ideas, technology, marketing strategies or any specific or technical information, PSMB’s information and details, proprietary concepts, documentation, reports, data specification, software, source codes, object codes, flow charts, system architecture, system diagrams, configurations, network diagrams, network Internet Protocol (IP) addresses, databases, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable including all information or data relating to either PSMB or the PSMB’s customers;

“Purchase Order” or “PO” means the document(s) issued by PSMB to the Vendor specifying the Services to be provided and/or Goods to be supplied by the Vendor under that PO, which shall be issued subject to the General Terms and Conditions stipulated herein and unless otherwise agreed by the Parties in writing, each PO issued by PSMB shall form a separate agreement with the Vendor.

“Defect” means where any design, material or workmanship is not in accordance with the Purchase Order, or where there are variations or omissions from the Services or any aspect of the Services are not in accordance with the Purchase Order;

“Deliverables” means the Goods, materials, equipment, Services and/or other items specified in the Purchase Order which the Vendor is required to supply;

“Delivery Date” means the date of delivery of the Deliverables as specified in the Purchase Order;

“Delivery Point” means the location specified in the Purchase Order to which the Vendor is to deliver the Goods or Services;

“Fees” means the amount payable by PSMB to the Vendor as set out in the Purchase Order;

“Force Majeure” means any occurrence or cause which delays or prevents a Party performing its obligations under the Purchase Order after reasonable care, proper precautions, reasonable foresight has been carried out and which cause or occurrence is not reasonably foreseeable, including without limitation to, acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of the Vendor or its Vendors;



“Goods” means such goods as are to be supplied to PSMB by the Vendor as specified in the Purchase Order, and any related materials, data, component part, packaging and labelling of such goods, documentation and includes any Intellectual Property Rights developed by the Vendor pursuant to the Purchase Order;

“Intellectual Property Rights” means, including but not limited to, any patent, copyright, design right, data, database, trade mark, service mark, trade secret, trade names, goodwill, know-how, derivative works, confidential information with intellectual property rights, other intellectual property rights or proprietary rights similar to the foregoing (whether registered or unregistered) in any country and in any form, media or technology now known or later developed and includes applications for the grant of such rights;

“Parties” means PSMB and the Vendor and a reference to a “Party” shall mean any one of the Parties individually;

“Pembangunan Sumber Manusia Berhad” refers to “PSMB”, “we”, “our” or “us”;

“PSMB Act 2001” means the Pembangunan Sumber Manusia Berhad Act 2001 and includes all regulations, rules, codes of practices and/or guidelines made thereunder;

“Purchase Order” means the terms and conditions herein contained which are incorporated by reference to the purchase order form issued by PSMB for the supply of the Goods or Services from the Vendor, including any special conditions entered on that form and any continuation sheets of that form, which may include without limitation, particular supply instructions and/or other specifications required by PSMB;

“Services” means the services specified in the Purchase Order which is to be performed by the Vendor;

“Specifications” means the requirements, attributes and specifications for the Goods or Services that are set out in the Purchase Order and include: (a) documentation published by the Vendor relating to the Goods; (b) applicable manufacturers’ specifications and applicable standards; and (c) PSMB’s functional and technical requirements that are expressly set out in the Purchase Order;

“Vendor” refers to you either individually or as a company as specified in the Purchase Order and is the Party responsible for the supply of Goods or Services to PSMB;

“Warranty Period” means in respect of any Goods, the longer of: (i) the express written warranty period provided by the Vendor for the Goods and (ii) the period commencing on the date of acceptance of such Goods and ending on the date that is twelve (12) months from that date.

2. INTERPRETATION

- 2.1 Unless otherwise specified in the Purchase Order, any reference to a statute or legislation shall refer to the statute or legislation passed by the parliament of Malaysia and shall include any subsidiary legislation made from time to time.



- 2.2 The headings are inserted merely for convenience and shall not affect the interpretation and construction of the Purchase Order.
- 2.3 Reference to a time and date concerning the performance of any obligation by a Party is reference to a time and date in Malaysia.
- 2.4 Where an act is required to be done within a specified number of days after or from a specified date, the period is exclusive of and begins to run from the date so specified;
- 2.5 A 'day', 'month' and 'year' refers respectively to a day, month and year in a Gregorian calendar.
- 2.6 Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.
- 2.7 Words denoting persons include corporations and vice versa, and also include their respective heirs, personal representatives, successors-in-title or permitted assigns, as the case may be.
- 2.8 Where a word or phrase is given a defined meaning in the Purchase Order, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.
- 2.9 Any reference to writing, or cognate expressions, includes any communication effected by cable, facsimile transmission or other comparable means.

3. THE APPLICATION

- 3.1 The Vendor is bound by the general terms and conditions set out in the Purchase Order and the Vendor is deemed to have agreed to be bound by the terms and conditions which are non-negotiable as prescribed in this Purchase Order either:
- (a) upon issuance of the PO by PSMB wherein these general terms and conditions are available at www.hrdf.com.my;
 - (b) by acknowledgement of the PO; or
 - (c) by the Vendor's commencement of delivery of the Goods (including all acts related to the delivery of the same) or shipment of the Goods; or
 - (d) by any other conduct of the Vendor and/or any of its representatives reasonably demonstrating their acceptance of the PO.
- 3.2 For the avoidance of doubt, to the extent that the Vendor's terms and conditions are supplied with any quotation to PSMB or supplied with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute a part of this Purchase Order (even if any representative of PSMB signs those terms and conditions or annexes the said terms and conditions to this Purchase Order).
- 3.3 PSMB hereby expressly objects to and rejects any additional or different provisions, terms or conditions and none of such provisions, terms or conditions shall be deemed to be a part of



or supersedes these general terms and conditions, unless specifically agreed to in writing by PSMB.

- 3.4 In the absence of a formal agreement as stipulated in clause 3.3, this Purchase Order, together with the attachments, schedules or supplements if any, constitutes the entire binding agreement between the Vendor and PSMB and supersedes all prior communications and understandings relating to the subject matter hereof.

4. TERM

- 4.1 The Purchase Order is effective from the date of the Purchase Order until the Delivery Date, unless earlier terminated in accordance with the terms of the Purchase Order.

5. DELIVERY OF GOODS OR SERVICES

- 5.1 The Vendor shall supply and deliver the Goods or Services to PSMB in accordance with the terms set out in the Purchase Order.

- 5.2 The Vendor shall, at its own expense, pack, load, and deliver the Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the Purchase Order or otherwise provided to the Vendor by PSMB in writing. PSMB shall not be liable for any charges for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or other similar charges unless provided for in the Purchase Order and/or otherwise agreed to in writing by PSMB.

- 5.3 The Vendor shall deliver the Goods or Services by the Delivery Date.

- 5.4 Property and risk of loss or damage to the Goods shall pass to PSMB only upon receipt of the Goods at the Delivery Point, and PSMB has no obligation to obtain insurance while the Goods are in transit from the Vendor to the Delivery Point.

- 5.5 Prior to delivery of the Goods or performance of the Services, or if Vendor fails to make complete delivery as provided herein, PSMB reserves the right to cancel the Purchase Order, in whole or in part.

- 5.6 The Vendor shall obtain sufficient coverage and maintain validity of all appropriate insurance (including, without limitation, business, workers' compensation, auto, errors and omissions, professional, product, property, public, commercial and comprehensive general liability insurance) at the amount stated in the PO or consistent with the law and industry best practice applicable for the delivery and supply of Goods or Services. Each policy shall name PSMB as a loss payee or additional insured and the Vendor shall on request provide certificates and copy of the insurance policies in effect to PSMB.

6. STANDARD OF GOODS OR SERVICES

- 6.1 The Vendor shall ensure that the Goods or Services shall conform in all respects with:

6.1.1 any particulars specified in the Purchase Order;



- 6.1.2 any Specifications in the Purchase Order; and
- 6.1.3 any requirements of any statutes, orders, regulations or by-laws in force at the date of the Purchase Order.

For the avoidance of doubt, the Vendor shall not substitute or supply equivalent Goods or Services except as specified in the Purchase Order, except with the prior written approval of PSMB.

- 6.2 The Vendor shall further ensure that the Goods or Services shall be fit and sufficient for the purpose for which such Goods or Services are ordinarily used wherein PSMB relies on the skill and judgment of the Vendor in the supply of the Goods or Services and the performance of the Purchase Order.

7. INSPECTION, ACCEPTANCE AND REJECTION OF GOODS

- 7.1 PSMB shall have ten (10) business days (“**Inspection Period**”) following the delivery of the Goods at the Delivery Point to undertake such inspection, and upon such inspection, PSMB shall either accept the Goods or reject them within the said Inspection Period.
- 7.2 PSMB shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, PSMB shall also have the right to reject any Goods that are not in conformance with the Specifications or any term of the Purchase Order.
- 7.3 PSMB shall provide the Vendor, within the Inspection Period, notice of any Goods that are rejected, together with the reasons for such rejection. In the event PSMB does not provide the Vendor with any notice of rejection within the Inspection Period, then PSMB shall be deemed to have provided acceptance of such Goods. For the avoidance of doubt, the transfer of title of the Goods to PSMB shall not constitute PSMB’s acceptance of the said Goods.
- 7.4 PSMB’s inspection, testing, or acceptance or use of the Goods hereunder shall not limit or otherwise affect the Vendor’s warranty obligations hereunder with respect to the Goods, and such warranties shall survive inspection, testing, acceptance and use of the Goods.
- 7.5 PSMB shall be entitled to return the rejected Goods to the Vendor at the Vendor’s expense and risk of loss, at PSMB’s option for either:
 - 7.5.1 full credit or refund of all amounts paid by PSMB to the Vendor for the rejected Goods; or
 - 7.5.2 replacement Goods to be received from the Vendor within the time period specified by PSMB.
- 7.6 Property and risk in the Goods that are rejected and returned to the Vendor pursuant to this clause shall transfer back to the Vendor upon rejection by PSMB and such rejected or returned Goods shall not be replaced by the Vendor except upon written instructions from PSMB.



8. SAFETY MANAGEMENT DURING DELIVERY OF THE GOODS

- 8.1 The Goods shall be delivered to the Delivery Point stated in the Purchase Order and any access to PSMB's premises and/or any labour or equipment that may be provided by PSMB in connection with delivery of the Goods by the Vendor shall be provided without acceptance of any liability by PSMB.
- 8.2 Where any access to PSMB's premises is necessary in connection with the delivery and/or installation of the Goods, the Vendor shall ensure that all its' employees comply with all measures implemented by PSMB in respect of persons attending those premises, including without limitation:
- 8.2.1 to comply with the professional ethics, requests, standards, rules and regulations of and affecting PSMB regarding security, safety, health and professional conduct generally applicable to PSMB's employees and premises and conduct themselves in a professional manner;
 - 8.2.2 to comply with the terms and conditions of the Purchase Order;
 - 8.2.3 to be fully responsible and liable for the conduct of its' employees including but not limited to their acts of negligence, criminal acts, fraudulent acts, defaults or omissions, and for any injuries whatsoever sustained by any of its employees or any third party during the delivery of the Goods; and
 - 8.2.4 to be responsible for obtaining such insurance policies covering all contingencies, including life, health, accident, public liability and third party risks insurance, traveling insurance and/or other insurance that may be necessary for the Vendor's business and employees delivering and/or installing the Goods and/or transactions at the Delivery Points.
- 8.3 PSMB shall have the right to carry out any search of the Vendor's employees and/or of vehicles used by the Vendor at PSMB's premises.

9. WARRANTIES

- 9.1 The Vendor warrants that, in addition to any express and implied warranties provided under law, the Vendor shall adhere to the following warranties:
- 9.1.1 **Product Warranties.** The Vendor warrants that, all Goods or Services provided hereunder shall be:
- (i) of merchantable quality;
 - (ii) fit for the purposes intended;
 - (iii) new;
 - (iv) free from Defects;
 - (v) in strict compliance with the Specifications;
 - (vi) free from any liens or encumbrances on title whatsoever;



- (vii) in conformance with any samples provided to PSMB; and
- (viii) compliant with all applicable and relevant laws, regulations, standards, guidelines and codes.

9.1.2 **Intellectual Property Warranty.** The Vendor further warrants to PSMB that the Deliverables shall at all times, not be in violation of or infringe any Intellectual Property Rights of any person or third party.

9.1.3 **Manufacturer Warranties.** The Vendor shall assign to PSMB all manufacturer's warranties for Goods not manufactured by or for the Vendor, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to PSMB.

9.2 In the event of a breach of any of the warranties in this clause, and without prejudice to any other right or remedy available to PSMB (including PSMB's indemnification rights hereunder), the Vendor shall, at PSMB's option and the Vendor's expense, refund the total purchase price for, or repair or replace the affected Goods or Services, within thirty (30) day(s) after receipt of PSMB's notice to the Vendor of the said warranty breach.

9.3 Following from clause 9.2, the Vendor shall bear all associated costs, including without limitation, costs of repair, costs to inspect the Goods, costs of transporting the Goods from PSMB to the Vendor and thereafter to return the repaired or replaced Goods to PSMB.

9.4 In the event the Goods are repaired or replaced, the warranties in clause 9.1 shall continue as to the repaired or replaced Goods for a further Goods Warranty Period of twelve (12) months, commencing on the date of acceptance of the repaired or replaced Goods by PSMB.

9.5 PSMB may repair or replace the Goods if the Vendor fails to repair or replace the Goods within the time period stipulated in this clause, at the Vendor's expense.

9.6 This Purchase Order does not exclude or in any way limit other warranties provided in the Purchase Order or by law. All usual and trade warranties shall be obtained by the Vendor for the Goods as well as any warranties which PSMB may specifically request.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in and to each of the Deliverable shall vest in PSMB free and clear of all liens and encumbrances upon receipt of payment by the Vendor for each Deliverable.

10.2 The Vendor agrees that to the extent that any Deliverables contain any intellectual property of the Vendor, the Vendor hereby grants to PSMB a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables.

10.3 The Vendor agrees to provide to PSMB all assistance reasonably requested by PSMB to perfect the rights described herein, including obtaining all assignments and waivers of moral



rights necessary or appropriate to vest the entire right, title and interest in such materials in PSMB and its successors and permitted assigns.

10.4 The Vendor represents and warrants that the Vendor has all the necessary rights to fulfill its obligations under this clause and shall defend, indemnify and hold PSMB and its employees harmless from any and all liability claims, actions, demands, costs, losses, injuries or damages, arising out of or relating to any asserted Intellectual Property Rights over the Deliverables.

10.5 In the event that at any time, any of the Deliverables provided by the Vendor are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, the Vendor shall, at its own option and expense and without prejudice to any other right or remedy of PSMB (including PSMB's indemnification rights hereunder), promptly provide PSMB with a commercially reasonable alternative, including the procurement for PSMB of the right to continue using the said Deliverables, the replacement of the said Deliverables with a non-infringing alternative satisfactory to PSMB, or the modification of such Deliverables (without affecting functionality) to render them non-infringing.

10.6 Each Party will continue to retain sole ownership of all Intellectual Property Rights owned by that Party prior to the date of the Purchase Order, or acquired or developed by that Party independently of the performance of the Purchase Order but used in the performance of the Purchase Order.

11. PROHIBITION AGAINST ENGAGEMENT OF SUBCONTRACTOR BY THE VENDOR

11.1 No subcontractor shall be engaged by the Vendor without the prior written consent of PSMB.

11.2 Any breach of the provisions of the Purchase Order resulting from any approved subcontractor's acts or omissions shall be deemed to be a breach committed by the Vendor for which the Vendor shall be principally liable.

12. CONFIDENTIAL INFORMATION

12.1 **Standard of Confidentiality.** The Vendor shall keep confidential PSMB's Confidential Information and shall indemnify PSMB in accordance with this Purchase Order for any loss that it may suffer as a consequence of the Vendor's breach of secrecy and confidentiality in relation to the Confidential Information.

All Confidential Information is provided 'as is' and PSMB makes no warranties of any kind, express or implied with respect to the Confidential Information, except that PSMB warrants that it has the right to make such disclosure.

12.2 **Non-Disclosure.** Except as set forth in this clause, the Vendor shall not disclose to any third party, any part of the Confidential Information, except with the prior written consent of PSMB.

12.3 **Permitted Disclosure.** The Vendor may disclose and grant access to the Confidential Information only to those of its subcontractors, employees and consultants (if any) ("**Representatives**") to whom and to the extent that such disclosure is strictly necessary for the purpose herein on a need-to-know basis, and shall ensure that each Representative is



made aware of the confidential nature of the Confidential Information and procure from each Representative a signed confidentiality undertaking on substantially the same terms as are contained in this clause 13. The Vendor shall be fully responsible and liable for ensuring that its Representatives abide by the terms of this Purchase Order as if they were a party to this Purchase Order.

12.4 **Restrictions on Use.** The Vendor shall use the Confidential Information strictly for the purpose herein. Without limiting the generality of the foregoing, the Vendor shall not use the Confidential Information to develop, directly or indirectly, any product competing with or similar in functionality to any product marketed or developed by PSMB.

12.5 **Required Disclosure.**

The Vendor may disclose the Confidential Information which:

- (i) is required to be disclosed by the Vendor by law or order of a competent authority, provided that the Vendor has given to PSMB reasonable prior written notice of the intended disclosure and a reasonable opportunity to challenge the same;
- (ii) is known to one party before receipt thereof from the disclosing party, as evidenced by any written records;
- (ii) is disclosed to one party in good faith by a third party who had a right to make such disclosure and such disclosure is made without any confidentiality restrictions;
- (iii) is made public by the disclosing party or is established to be a part of the public domain otherwise than as a consequence of a breach by the disclosing party of its obligations hereunder.

12.6 **No Reproduction, Modification or Alteration.** The Vendor shall not reproduce (including making duplicates thereof), modify or alter PSMB's data, records, Confidential Information, documents and files which are in its possession, save as may be instructed or required by in writing.

13. FEES, INVOICES AND PAYMENTS

13.1 The Fees payable to the Vendor by PSMB are as stated in the Purchase Order.

13.2 Payment of the Fees shall be in accordance shall be effected to the Vendor within thirty (30) days from the date of receipt of the invoice by PSMB.

13.3 The Fees are inclusive of all taxes, duties and/or levies, including without limitation to the Goods and Services Tax ("**Tax**") pursuant to the Goods and Services Tax Act 2014 which are currently imposed or to be imposed by the relevant authority at any time in the future.

In the event such Tax is chargeable in respect of the Fees, then PSMB shall bear such Tax, provided always that the Vendor shall ensure that all Tax invoices and/or adjustment notes rendered to PSMB hereunder are in a format that identifies any GST paid, in the manner and form prescribed by the relevant Tax legislation.



- 13.4 In the event any of the Vendor's claim or invoice is disputed by PSMB, the Vendor shall not withhold performance of the Purchase Order while both Parties attempt to resolve the dispute within thirty (30) business days. PSMB has the right to on hold the affected invoice for a maximum of six (6) months or until the dispute is fully resolved by both Parties, whichever is earlier.
- 13.5 PSMB shall have the right to suspend or withhold payment for any claims or invoices issued by the Vendor in the event of the happening of any event which entitles PSMB to terminate the Purchase Order;

14. REVIEW AND AUDIT RIGHTS OF PSMB

- 14.1 The Vendor authorizes PSMB to reveal all details relating to the Deliverables to PSMB's respective internal and external auditors, validators or such other professional advisors, experts, consultants and/or any other party appointed by the PSMB Act 2001 as may be required for PSMB's business and compliance requirements. In this regard, PSMB shall ensure that all Confidential Information belonging to the Vendor shall be revealed only on a need-to-know basis to all its respective internal and external auditors, validators or such other professional advisors, experts, consultants and/or any other party appointed by PSMB and shall remain strictly confidential.
- 14.2 The Vendor shall render all assistance and cause its employees to render all assistance for the purpose of this clause upon reasonable written notice from PSMB.

15.6. ASSIGNMENT

- 15.1 Subject to clause 15.2 below, the Vendor shall not assign any rights, interests, benefit of and/or title (including but not limited to the rights to demand and sue) in and under this Purchase Order or transfer or novate any rights, interests, benefit, title, obligation and/or liabilities in and under this Purchase Order without the prior written consent of PSMB.
- 15.2 PSMB shall be entitled to assign any rights, interests, benefits of and/or title (including but not limited to the rights to demand and sue) in and under this Purchase Order or transfer or novate any rights, interests, benefits, title, obligations and/or liabilities in and under this Purchase Order without the prior written consent of the Vendor in the event PSMB receives a direction from the Minister of Human Resources, Malaysia pursuant to the PSMB Act 2001.

16. INDEMNITY AND LIABILITY

- 16.1 Notwithstanding anything stated to the contrary in this Purchase Order, the Vendor shall fully indemnify PSMB up to the maximum extent permitted by law against any actions, claims, demands, prosecutions, proceedings, deficiencies, losses, fines liabilities, damages, costs, charges and expenses and to defend and hold harmless PSMB and its employees, agents, officers and directors from any losses they may suffer arising from claims related to the Deliverables, including but not limited to:
- 16.1.1 any claim against PSMB by third party, including any allegation that their Intellectual Property Rights had been infringed by the licensed materials;



- 16.1.2 the Vendor's breach of the confidential undertaking in this Purchase Order and which indemnity shall survive the termination or expiry of this Purchase Order ;
- 16.1.3 any breach including misrepresentation of the terms and conditions of this Purchase Order; and/or
- 16.1.4 any claim, demand and/or proceedings against PSMB for breach by the Vendor in relation to the Deliverables to be provided under this Purchase Order .
- 16.2 Pursuant to clause 16.1 above, the Vendor shall pay all costs, damages and legal fees that a court of competent jurisdiction finally awards or the costs of any settlement.

17. WRITTEN COMMUNICATION AND NOTICES

- 17.1 Any written communication between the Parties shall be in the English language and shall be sent by electronic mail or by facsimile or by post or by dispatch or by courier to the address (including electronic mail address) of the other Party as set out in the Purchase Order or as may be notified to the other Party in writing from time to time.

18. TERMINATION

- 18.1 PSMB shall be entitled to terminate the Purchase Order without cause by giving thirty (30) days (prior written notice to the other.
- 18.2 PSMB shall be entitled to terminate the Purchase Order forthwith, without liability for any compensation and damages of whatsoever nature:
- 18.2.1 in the event the Vendor breaches any provisions of the Purchase Order:
- (a) which is not capable of remedy; or
 - (b) which, being capable of remedy but is not remedied within ten (10) Business Days after service of the notice to the Vendor from PSMB requiring the Vendor to remedy the same;
- 18.2.2 in the event an announcement is made by the Vendor of its intention to cease business or it ceases its business;
- 18.2.3 in the event any directive or instruction is issued to PSMB pursuant to the PSMB Act 2001 to discontinue the Purchase Order with the Vendor;
- 18.2.4 in the event the Vendor is subjected to or threatens to become or is in jeopardy of becoming subject to any form of insolvency proceedings;
- 18.2.5 upon occurrence of a Litigation Event; or
- 18.2.6 when the Vendor undergoes change in ownership or shareholdings.



18.3 For the avoidance of doubt, in the event of termination pursuant to this clause the Vendor shall remain liable to PSMB for any antecedent breaches of the Purchase Order by the Vendor.

19. CONSEQUENCES OF TERMINATION

19.1 **Surviving rights and obligations.** Notwithstanding anything to the contrary in the Purchase Order, the provisions of all clauses relating to the Vendor's Warranties, Confidential Information, Indemnity and Liability, Termination, Consequence of Termination, publicity and privacy shall survive the termination of the Purchase Order and shall continue to have full force and effect.

19.2 **Disposition of Confidential Information.** Upon termination of the Purchase Order and/or the business relationship between the Parties for any reason whatsoever, or earlier upon the written request of PSMB, the Vendor shall at PSMB's option, either return to PSMB or destroy all originals and copies of any and all Confidential Information of PSMB which may be in the Vendor's possession or control or which might subsequently turn up in the Vendor's possession or control. If requested by PSMB, the Vendor shall certify in writing that, all originals and copies of any Confidential Information which were used or possessed by the Vendor have been, either returned to PSMB or destroyed.

20. FORCE MAJEURE

Neither Party shall be liable for any delays or failures attributable to its being affected by Force Majeure events, but the Party so affected shall use best endeavours to resume performance as quickly as possible and shall promptly give the other Party full particulars of the failure or delay and consult with the other party concerning the failure or delay from time to time as appropriate. If any such delay or failure on the part of the affected Party continues for a period of **three (3) months**, both Parties shall be entitled to terminate this Purchase Order and/or Deliverable provided under this Purchase Order within **thirty (30) days** upon giving written notice to the other Party.

21. GOVERNING LAW AND JURISDICTION

This Purchase Order will be governed by and construed in accordance with the laws of Malaysia and the Parties shall submit to the exclusive jurisdiction of the Malaysian courts in determining any disputes between the Parties.

22. DISPUTE RESOLUTION

22.1 Disputes arising under the Purchase Order shall be resolved in good faith, in the following manner:

22.1.1 firstly, resolution of a dispute shall be made by both Parties' authorised representatives within ten (10) business days from the date when the dispute arises; and

22.1.2 if no resolution is achieved, the dispute shall be escalated to the representatives of the management (as may be notified) of both parties.



- 22.2 In the event no resolution is made pursuant to clause 22.2, either Party may initiate legal action against the other Party in the Malaysian courts.
- 22.3 Nothing stated in this clause shall preclude a Party from seeking urgent equitable relief before an appropriate court.

23. ANTI-CORRUPTION UNDERTAKINGS

- 23.1 The Vendor agrees and undertakes that in connection with the Purchase Order and the transactions contemplated by the Purchase Order, it shall comply with all applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption and anti-money laundering of Malaysia, and any country in which the Goods or Services are delivered or performed.
- 23.2 Neither Party will offer or give money or anything of value to any person, in order to obtain or retain business for the benefit of itself or the other Party under this Purchase Order, or to secure any other improper advantage for itself or the other Party. Any provision of gifts, meals, entertainment expenses or travel expenses must be (i) permissible under all applicable Anti-corruption laws, (ii) the recipient employer's internal policies and (iii) agreed to in advance by both Parties in writing.
- 23.3 The Vendor shall not submit any false or inaccurate invoices to PSMB or otherwise falsify any documents, and will submit true and adequate documentation with all invoices, including itemized expenses incurred, accompanied by receipts (or other documentation if a receipt is unavailable).
- 23.4 In the event a Party has a good faith belief that there has been a breach of this clause, the said non-breaching Party may terminate the Purchase Order immediately upon written notice and without penalty to the other Party.

24. GENERAL

- 24.1 **Time.** Time, wherever mentioned in the Purchase Order, shall be of essence.
- 24.2 **Severability.** Any terms, conditions, stipulations, provisions, covenants, or undertakings contained in this Purchase Order which is held to be illegal, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability, without invalidating the remaining provisions hereof.
- 24.3 **Waiver and Remedy.** No failure or delay by either Party in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise or any other right or power hereunder provided however that nothing in this clause shall extend time or be construed to extend time for the performance of any right or obligation under this Purchase Order if a time period is imposed for the performance of such right or obligation.
- 24.4 **Variations and Amendments.** Unless stated otherwise, this Purchase Order may at any time after the Purchase Order Date and from time to time be varied and amended by mutual written consent of the Parties.



- 24.5 **No partnership, agency, joint venture, etc.** Parties hereby agree that this Purchase Order does not create a fiduciary relationship between them and, that the Parties are independent contractors and that nothing in this Purchase Order is intended to constitute either Party as an agent, legal representative, subsidiary, fiduciary, trustee, joint venture partner, employee or servant of the other for any purpose whatsoever, nor shall either Party be liable or bound by any act or omission of the other Party. The Parties also acknowledge that no patent, copyright, trademark or other proprietary right or license is granted to either Party under this Purchase Order.
- 24.6 **Publicity.** Except with the prior written consent of PSMB, or when required by law, regulation or the PSMB Act 2001, the Vendor shall not make or issue or permit or authorize the making or issue of any public statement or announcement or press release concerning this Purchase Order or any of the transactions thereby contemplated or the Deliverables, the business or affairs of PSMB or place PSMB's and PSMB's logo in any of the Vendor's brochures or promotional materials of whatever nature and shall consult with PSMB prior to or making or issuing any public statement or announcements or press release as is permitted by the foregoing provisions.
- 24.7 **Successors bound.** This Purchase Order shall be binding upon and inure to the benefit of each Party's successors and permitted assigns.

