

1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall have the following meaning under the CONTRACT.

- 1.1 “BUYER” shall mean any other company within Naim Group of Companies issuing the Purchase Order (PO) or Release Order (RO) and/or the issuance of Letter of Award (LOA)
- 1.2 “CONTRACT” shall mean this supply of GOODS and/or SERVICES agreement comprising the terms and conditions therein together with the documents deemed part of it including all the attachments, appendices, and all amendments thereof as agreed by both parties.
- 1.3 “DELIVERY TERMS” shall mean the delivery terms as enumerated in the CONTRACT and to be construed (where applicable) in accordance with the INCOTERMS 2020.
- 1.4 “DO” shall refer to Delivery Order, a document signed by the COMPANY upon delivery of the GOODS.
- 1.5 “FORCE MAJEURE” shall mean the unforeseeable or unavoidable catastrophes or external to the parties of the CONTRACT related to the concept of ‘act of God’ or natural causes (fire, storms, floods, pandemics), governmental or societal actions (war, invasion, civil unrest, labor strikes, moving control order) and national infrastructure failures (transportation, energy), an event for which no party can be held accountable.
- 1.6 “GOODS” shall mean the product or material to be procured under this CONTRACT supplied by the SELLER to BUYER as identified in the Purchase Order (PO) or Release Order (RO) or Letter of Award (LOA)
- 1.7 “LOA” shall mean Letter of Award
- 1.8 “INCOTERMS 2020” shall mean International Commercial Terms 2020 as published by International Chamber of Commerce (ICC) which provide series of pre-defined commercial terms.
- 1.9 “PO” or “RO” shall refer to Purchase Order or Release Order, a document issued by BUYER for the purchase of GOODS and/or SERVICES.
- 1.10 “SELLER” shall mean the person or company and shall include his or their administrator, permitted supplying the goods or performing the services and should be deemed to have power/rights to sell as identified in the Purchase Order (PO) or Release Order (RO) or Letter of Award (LOA)
- 1.11 “SERVICES” shall mean the services to be provided by the SELLER to BUYER as identified in the Purchase Order (PO) or Release Order (RO) or Letter of Award (LOA)
- 1.12 “SITE” shall mean the location for the delivery of GOODS and/or SERVICES.
- 1.13 “SST” shall mean the Sales and Services Tax as defined in Sales Tax Act 2018 and Service Tax Act 2018 (“the SST Law”) or any other taxation law announced by the government.
- 1.14 “TAXES” shall mean all tax including but not limited to custom duty, levy, and withholdings and includes penalty, interest and fines in respect thereof imposed by the authority.

Words importing the singular shall include the plural and vice-versa unless the context requires otherwise.

2. FORM OF CONTRACT

- 2.1 The PO, incorporating these terms and conditions and any other subsequent documents related to this CONTRACT, comprises the

entire agreement between BUYER and the SELLER and supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this CONTRACT and contains all the covenants and agreements between the parties with respect thereto. Each party to this CONTRACT acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this CONTRACT shall be valid or binding on either party.

- 2.2 In the event of ambiguity and/or conflict between the documents, the document listed in order of priority shall take precedence and priority over the others.
- 2.3 This CONTRACT may at any time or from time to time be varied and amended by mutual written consent of the Parties. No changes, amendments, alterations and/or modifications to this CONTRACT shall be effective and valid unless mutually agreed by the Parties in writing.
- 2.4 If any Article in this CONTRACT is held to be illegal or is invalid under any laws or regulations applicable to this CONTRACT, such Article shall be fully severable and this CONTRACT shall be construed as if such illegal or invalid Article had never comprised as part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect and shall not be affected by the illegal or invalid provisions or by its severance from this CONTRACT.

3. PRECEDENCE OF DOCUMENTS

- 3.1 Unless otherwise stated, the order of precedence of the following documents shall apply:
 - a) The PO/RO/LOA.
 - b) These General Terms and Conditions; and
 - c) Any other attached drawings and/or documents.

4. ALTERATIONS / VARIATIONS

- 4.1 Alterations or variations to the PO/RO/LOA, these Terms and Conditions or any other attached drawings or documents shall not be legally binding upon the BUYER or the SELLER unless mutually agreed in writing by the Parties.

5. CONTRACT DURATION

- 5.1 This CONTRACT shall be effective from the date as stated in the PO/RO/LOA (whichever the case may be) and shall be valid for a period as enumerated in the PO/RO/LOA.
- 5.2 The COMPANY may extend the CONTRACT PERIOD for up to a period as enumerated in the PO/RO/LOA on the same terms and conditions apart from the PRICES which shall be mutually agreed by the Parties.

6. NON-EXCLUSIVE CONTRACT

- 6.1. This CONTRACT is non-exclusive, and the COMPANY reserves the right to engage other contractors to supply the GOODS and/or SERVICES at any time during the CONTRACT period.
- 6.2. Nothing herein shall establish any partnership in law between the Parties. The Parties shall remain independent entities with respect to each other and neither Party shall have any authority or right to incur, commit or bind the other to any other contract. The SELLER is an independent party and neither the SELLER nor

its employees, nor the approved third parties or their respective employees are agents or employees of or partner with the BUYER.

7. SCOPE OF SUPPLY & SPECIFICATION

7.1. Upon receipt of a PO, RO and/or the issuance of LOA (whichever the case may be) from the BUYER, the SELLER shall sell and deliver GOODS and/or SERVICES to the BUYER, and BUYER shall subject to the terms and conditions of this CONTRACT, receive, and pay for such GOODS and/or SERVICES that have been successfully delivered. The scope of supply and specification of the GOODS and/or SERVICES shall (if any) be as further described and be part of the precedence document. The SELLER shall provide the necessary equipment, transport, labour, and any other matter as necessary to achieve the successful delivery of the GOODS and/or SERVICES as specified in or to be inferred from the CONTRACT.

8. DELIVERY OF GOODS

- 8.1. GOODS shall be delivered as per the delivery date and shall be delivered in accordance with the INCOTERMS 2020 as stated in the PO/RO/LOA.
- 8.2. GOODS and/or SERVICES delivered shall: -
- Conform to all aspects and requirements of CONTRACT including but not limited to the quantity, quality, specifications as stated and agreed and shall be in accordance with the international acceptable standard according to such GOODS and/or SERVICES.
 - Be new and unused and of sound material and workmanship and shall be delivered within the time stated in the PO/RO/LOA (whichever the case may be).
- 8.3 The SELLER shall advise the BUYER when and where applicable, at least seven (7) working days prior to the movement of the GOODS as follows: -
- Its points of collection/load port,
 - Its nominated mode of transport
 - Its estimated time of arrival
 - Its delivery/forwarding agent.
- 8.4 The SELLER shall notify the BUYER promptly in writing if any delay is foreseen or occurs.
- 8.5 Failure to deliver the GOODS and/or SERVICES on the date specified in the PO/RO/LOA (whichever the case may be) or the subsequently agreed extension of time, is a breach of the CONTRACT and the BUYER shall have the right to terminate the CONTRACT and/or claim for damages including but not limited to the Liquidated and Ascertained Damages for such a default. Any claim for Liquidated and Ascertained Damages shall be as stated in the PO/RO/LOA (if any).
- 8.6 Partial deliveries and/or completion of GOODS and/or SERVICES are permitted, and SELLER shall notify BUYER forthwith where GOODS and/or SERVICES cannot be delivered and/or completed in the quantities shown at the times specified in the delivery schedule.
- 8.7 Title to the GOODS and the associated risk shall not pass from SELLER to BUYER until delivery of the GOODS to the location designated by BUYER herein and acceptance thereof by BUYER, and for this purpose, payment made by BUYER prior to the delivery/receipt of GOODS shall not be deemed to constitute acceptance of the GOODS. The BUYER reserves all rights to recover the monies paid in advance for undelivered and/or rejected GOODS.

9. REJECTION OF GOODS

- 9.1 If the GOODS are rejected by the BUYER: -
- The SELLER shall at its own cost collect the rejected GOODS from the site or yard or warehouse or any other designated places as advised by the BUYER. The SELLER shall collect the GOODS within seven (7) days from the notification letter issued by the BUYER.
 - The SELLER shall make all arrangements necessary (including but not limited to obtaining the requisite permits, notices, or approval, if any) and shall bear all the costs incurred in collecting the said rejected GOODS.
 - The BUYER shall have no obligation to keep, store, preserve, protect, and secure the rejected GOODS against any risks, deterioration, loss, damage and shall not in any way be liable to the SELLER. If the SELLER fails to collect to the rejected GOODS within the said notice period stated, such failure shall be deemed as breached of CONTRACT and the BUYER shall have the right to: -
 - withhold any payment due to the SELLER for the period the rejected GOODS remain uncollected.
 - dispose the rejected GOODS and claim for any cost and/or damages incurred from disposing such rejected GOODS including storage cost during the period the rejected GOODS were not collected by the SELLER and the SELLER shall be deemed to have waived any of its rights against the BUYER regarding the disposal of the rejected GOODS including the rights to claim for the proceeds from such disposal.
 - any other rights as provided for under this CONTRACT or at law.

10. PACKAGING

- 10.1 All GOODS supplied by the SELLER shall be packed as specified in the PO/RO/LOA and if not specified shall be packed to avoid being damaged during transportation, loading, unloading and storage.
- 10.2 The SELLER shall ensure that the GOODS comply with the requirements of all applicable law, and, in the event, they contain toxic, corrosive, or hazardous materials, the SELLER shall ensure that a notice to that effect accompanies each consignment, together with appropriate care, handling and storage instructions.

11. QUALITY, INSPECTION AND TESTING

- 11.1 The SELLER shall operate and maintain an effective quality management system appropriate to the type of GOODS and/or SERVICES offered and/or in accordance with that specified in the PO/RO/LOA. The SELLER shall provide BUYER, its principal or authorized representatives, access to the SELLER's premises or working area for the purpose of quality surveillance and audit.
- 11.2 BUYER is entitled to expedite, inspect, and witness tests on the GOODS and/or SERVICES at the SELLER's and/or its agent's / subcontractor's premises. The SELLER must allow or cause to allow BUYER access at any time to the SELLER's and/or its agent's / subcontractor's premises for this purpose. The SELLER must make this a condition of any subcontract.
- 11.3 The SELLER of the GOODS and/or SERVICES is solely responsible for controlling the quality of the GOODS and/or SERVICES and shall only supply to the BUYER those GOODS and/or SERVICES

which conform to the requirements of the PO/RO/LOA. The SELLER shall make complete tests on the GOODS and/or SERVICES where required by BUYER and make those inspection test records available to BUYER upon request. Where the PO/RO/LOA contains specification requirements for the GOODS and/or SERVICES, the SELLER shall deliver a Certificate of Conformance with the GOODS and/or SERVICES evidencing that the specification requirements of the PO/RO/LOA have been satisfied.

12. INSURANCE

- 12.1 In relation to delivery of GOODS and/or SERVICES, the SELLER shall take out and maintain the applicable insurances:
- Comprehensive public and product liability insurance.
 - Workers' compensation insurance as required by law.
 - Motor vehicle third party liability insurance as required by law (where SELLER Vehicles are taken onto BUYER sites).
 - Insurance covering the SELLER's own property, equipment, materials owned, hired leased or used by the SELLER for the purpose of this PO/RO/LOA.
 - Professional Indemnity insurance where professional GOODS and/or SERVICES are provided with a minimum coverage following the date of acceptance of the GOODS and/or SERVICES by BUYER.
 - Any additional insurance required by any applicable law or specified in the PO/RO/LOA.
- 12.2 The SELLER will at the request of the BUYER provide copies of all insurance policies in respect of the insurance required to be taken out by the SELLER.
- 12.3 The BUYER's requirement for affecting any insurance requirement nor any delay or difficulty in claiming under the insurances shall not suspend or otherwise affect or relieve the SELLER from any of its obligations under the CONTRACT.
- 12.4 The requirement for insurances shall not limit or reduce the SELLER's liability and responsibility under this CONTRACT.

13. ACCEPTANCE OF THE GOODS

- 13.1 Notwithstanding the signing of the Delivery Order (DO), the BUYER may reject GOODS, which upon delivery in accordance with Article 8 – DELIVERY OF GOODS herein and/or upon inspection as per Article 11 – QUALITY, INSPECTION AND TESTING herein or thereafter within reasonable time by giving written notice to the SELLER to such effect.
- 13.2 If the GOODS are rejected, see Clause 9.1 (b).
- 13.3 The SELLER shall expeditiously replace the rejected GOODS and/or SERVICES with GOODS and/or SERVICES, which are in all respects in compliance with the specifications provided in the CONTRACT. Any cost involved in such replacement shall be for the SELLER's account, which includes but not limited to the cost of transport (if any) of the GOODS and/or SERVICES between the BUYER's Materials Yard / Warehouse and/or the premises where the GOODS and/or SERVICES are intended to be used.
- 13.4 If the SELLER fails to make available and/or replace the GOODS and/or SERVICES which are in all respects in compliance with the specifications provided in the CONTRACT, which results in the BUYER having to source the GOODS and/or SERVICES from a third party; the SELLER shall reimburse the BUYER all the costs incurred by the BUYER arising from such case, which includes but not

limited to the cost of transporting the GOODS and/or SERVICES and the price differential between the price that the BUYER has agreed with the SELLER and the new price that the BUYER has to pay to the third party for the GOODS and/or SERVICES.

14. WARRANTY

- 14.1 The SELLER warrants that the GOODS and/or SERVICES shall be free from faulty design, defects, and workmanship, suitable for the purpose intended and conform to the PO/RO/LOA requirements and any applicable laws and regulations. The SELLER further warrants that the GOODS and/or SERVICES are new and conforms to the specified quality and standard.
- 14.2 These warranties are in addition to any statutory warranties applicable to and/or SERVICES.
- 14.3 If any part or aspect of the GOODS and/or SERVICES fails or becomes defective within 12 months (unless otherwise specified in the Purchase Order) from the date the GOODS and/or SERVICES were accepted by BUYER, the SELLER must without delay and at no cost to BUYER do all things necessary to remedy the defect or failure in the GOODS and/or SERVICES. This can be by way of repair, replacement, modification, or other means acceptable to BUYER. If the SELLER does not do so within a reasonable period following notice of the defect from BUYER (the reasonableness of which is to be decided upon BUYER's sole and absolute discretion), then BUYER will have the right to remedy the defect and recover costs so incurred from the SELLER. The aforesaid costs shall be reimbursed to the BUYER by the SELLER forthwith.
- 14.4 If, during the term of the PO/RO/LOA and/or a further term of 12 months following completion of GOODS and/or SERVICES (whichever is later), BUYER is of the view that the GOODS and/or SERVICES do not comply with the requirements of the PO/RO/LOA then BUYER may require the SELLER to reperform or anew the GOODS and/or SERVICES at the SELLER's cost within such time as BUYER reasonably may request.

15. CONTRACT PRICE

- 15.1 The price of the GOODS and/or SERVICES shall be specified in the PO/RO/LOA and cannot be varied without written agreement of BUYER and the SELLER. Unless otherwise stated in the PO/RO/LOA, the price is fixed and not subject to variation or fluctuation and includes all expenses incurred by the SELLER in relation to provision of the GOODS and/or SERVICES. The price is exclusive of any applicable SST unless it is specifically indicated.

16. PAYMENT TERMS

- 16.1 The payment shall be made to the SELLER based on the agreed payment term as stated in the PO/RO/LOA in which the BUYER receives a correctly rendered and undisputed SELLER's invoice.
- 16.2 All invoices shall reflect the PO number, project title (if applicable), PO issuer and shall be correctly addressed to the address as prescribed in the PO/RO/LOA.
- 16.3 BUYER reserves the right to return to the SELLER any invoices that it deems to be incorrectly rendered and retains the right to offset against any money payable to the SELLER against any sums owed by the SELLER to BUYER.
- 16.4 The BUYER has the right to withhold any payment if the GOODS supplied and/or SERVICES rendered is incomplete, incorrect specification and quantity, default or delayed through no fault of

the BUYER or to withhold any payment for the portion of GOODS and/or SERVICES not performed or unsatisfactory.

17. INVOICES

17.1 SELLER shall invoice the BUYER based on agreed billing arrangement. The SELLER shall address the invoice based on the letterhead of the PO/RO/LOA. The invoice shall show the PO/RO/LOA number and shall separately list the items invoiced, quantities, unit prices, and taxes. The purchase price shall include all charges and expenses in connection with the delivery or performance of the GOODS and/or SERVICES unless specifically excluded, in which case the amount thereof must be invoiced separately and must be supported by copies of paid freight bills. Except as otherwise indicated herein, the SELLER shall pay all excise, customs or other duties or taxes. The applicable SST, where applicable, shall be indicated separately on SELLER's SST invoices.

18. SALES AND SERVICE TAX "SST"

- 18.1 SST is payable on certain supplies of GOODS and/or SERVICES.
- 18.2 Words defined in the SST Law have the same meaning in these CONTRACT unless specifically defined in this clause.
- 18.3 All prices payable by one party to another under the PO/RO/LOA are stated exclusive of SST, unless otherwise stated.
- 18.4 For each taxable supply under or in connection with the PO/RO/LOA: -
- The SELLER will be entitled to charge BUYER for any SST payable by the SELLER in respect of the taxable supply.
 - The BUYER must pay to the SELLER the amount of the SST at the same time as the relevant charge applicable to the supply becomes payable under the PO/RO/LOA.
 - The SELLER must provide relevant tax registration evidence to show the GOODS and/or SERVICES are taxed before supply and permitted tax rate allowed for such supply. The SELLER also must provide a valid tax invoice (or a valid adjustment note) to the BUYER in respect of the taxable supply before any payment can be processed by the BUYER.
- 18.5 The SELLER hereby agrees that no SST or any other taxes shall be payable by the BUYER unless the SELLER has complied with the provisions of this Clause.
- 18.6 The SELLER agrees to use all reasonable efforts to do everything required by relevant legislation or law to enable or assist the BUYER to verify any SST or any other taxes paid or payable in connection with GOODS and/or SERVICES supplied under this PO/RO/LOA.

19. ASSIGNMENT & SUBCONTRACTING

- 19.1 The SELLER shall, in no circumstances assign or transfer the benefits or obligations or sub-contract the whole or any part under this CONTRACT to any other party unless otherwise agreed by the BUYER. If the SELLER is in breach of this condition, the BUYER shall have the right to terminate this CONTRACT forthwith.
- 19.2 Notwithstanding the approval of the BUYER to the assignment or sub-contract thereof, the SELLER shall not be relieved from any of its liability and obligations under this CONTRACT and shall not relieve the SELLER from any liability for the acts, defaults, omissions or neglect by any of the SELLER's sub-contractor, its agents, servants or workmen and the SELLER shall be fully liable

for such liability as if the acts, defaults, omissions or neglects are those of the SELLER.

19.3 The BUYER shall have the right to assign any or all of its rights and obligations under this CONTRACT by giving the SELLER seven (7) days written notice to the effect.

20. GOVERNING LAW

- 20.1 This CONTRACT shall be governed by and construed in accordance with the laws of Malaysia.
- 20.2 In the performance of this CONTRACT, the SELLER and its Subcontractor shall be subject to all Malaysian applicable laws and DELIVERY TERMS shall be in accordance with the INCOTERMS 2020. For this Article, "laws" includes any laws (national, state, municipal, local or others) and any requirements, acts, enactments, ordinances, by-laws, rules or regulations of any relevant authority or agency (national, state, municipal, local or other).
- 20.3 The SELLER shall, at the SELLER's own expense, defend, indemnify and hold the BUYER and its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors and assigns harmless from all forms of penalty which may be imposed on the BUYER and its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors and assigns by reason of any alleged violation of law by the SELLER or its sub-contractor and also from all claims, suits, or proceedings that may be brought against the BUYER and its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors and assigns arising under or by reason of the performance of this CONTRACT with respect to such alleged or violation of law whether brought by employees of the SELLER or its sub-contractor or by third parties or by any relevant authority.
- 20.4 The SELLER's obligations under this Article shall include, without limitation, obtaining all necessary or appropriate licenses or import licenses or customs clearances or permits wherever applicable.

21. TIME IS OF THE ESSENCE

- 21.1 Time whenever stipulated for the supply of GOODS and/or SERVICES shall be the essence of this CONTRACT.
- 21.2 The BUYER shall have the right to reject GOODS and/or SERVICES not delivered on time if such GOODS and/or SERVICES can no longer be used for the COMPANY's operations.

22. UNDERTAKING BY THE SELLER

- 22.1 The SELLER shall abide by and comply, and secure compliance with all applicable laws, decrees, rules and regulations of any government or regulatory body having jurisdiction over the performance of and works related to the CONTRACT.
- 22.2 The SELLER shall transfer unencumbered title of the GOODS and/or SERVICES to the BUYER. The SELLER shall indemnify the BUYER and its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors and assigns against all liens, attachments, charges, or encumbrances with respect to the GOODS and/or SERVICES delivered, other than resulting from any act or omission by the BUYER and its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors, and assigns.

- 22.3 The SELLER warrants that it has the experience and capability to supply the GOODS and/or SERVICES. The SELLER further undertakes that in supplying the GOODS and/or SERVICES, it shall be performed in such a manner that it will always safeguard and protect the BUYER's interest and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by the BUYER to the SELLER.
- 22.4 In the event that the GOODS and/or SERVICES are to be supplied and carried out within the operational facilities of the BUYER, appropriate care must be taken by the SELLER to avoid any hindrance to the normal operations of the BUYER.
- 22.5 The SELLER shall exercise due care and diligence to ensure that no injury or damage is caused to any person or existing facilities of the BUYER, and in the event of such occurrence of injury or damage, the SELLER shall be held liable and be fully responsible on the costs to rectify the injury or damage suffered.
- 22.6 If the BUYER finds that the supply of the GOODS and/or SERVICES is affected due to shortage of SELLER's personnel leading to poor quality of the GOODS and/or SERVICES and/or delayed in the delivery of the GOODS and/or SERVICES, the SELLER shall immediately undertake remedial measures and the SELLER shall, at its own cost and expense, provide additional personnel and/or cause its existing personnel to expedite the delivery of the GOODS and/or SERVICES including but not limited to work overtime to ensure that delivery shall be on scheduled.
- 22.7 The SELLER shall provide all tools and equipment which are necessary to deliver the GOODS and/or SERVICES safely at SITE.
- 22.8 The SELLER shall keep the BUYER fully informed of its activities in delivering the GOODS and/or SERVICES from time to time or as deemed necessary at any time by the BUYER in the delivery progress.

23. CHANGE ORDER

- 23.1 The BUYER may at any time but before the actual delivery of GOODS and/or SERVICES, instruct the SELLER to alter, amend, omit, change, modify, add to, reduce, or otherwise vary any part of the supply of GOODS and/or SERVICES which among other includes but not limited to quantity, specification, and delivery date.
- 23.2 On receipt of any written order requiring a change in the supply of the GOODS and/or SERVICES which may, in the opinion of the SELLER, involve a change in the CONTRACT PRICE or affect the CONTRACT duration, the SELLER shall, before proceeding with the order, submit such changes to the BUYER.
- 23.3 If, in the opinion of the BUYER, the submissions are correct, the BUYER will advise the SELLER to prepare a Change Order which shall contain details of the change and the resulting changes to CONTRACT price and Delivery Period
- 23.4 No changes to or modification of the items, specifications, terms, conditions, and prices shall be binding upon the BUYER unless agreed in writing by the BUYER. The SELLER shall not make any changes without prior written instructions, consent, and agreement by the BUYER.
- 23.5 Any approved Change Order shall be treated as part of the CONTRACT and the CONTRACT PRICE shall therefore be either added or reduced as the case may be. No change shall in any way invalidate the obligations of the SELLER under the CONTRACT

24. TIMELY DELIVERY AND COMPLETION

- 24.1 Where SELLER fails to deliver the GOODS or complete the SERVICES on the required date for such delivery or completion, BUYER may cancel this order without any cost, without prejudice to its other rights, with respect to GOODS not delivered by such date and with respect to SERVICES not rendered by such date.
- 24.2 BUYER may return at SELLER's expense part, or all any shipment of GOODS received after the date required for delivery, unless such late shipment has been approved. Any shipment made in advance of schedule, at BUYER'S option, will be: -
- Accepted but entry of invoice will be deferred until such time as shipment was scheduled to be made, or
 - Returned to SELLER at SELLER's expense. Despite anything in this PO/RO/LOA, timely delivery or completion is of the essence and the SELLER shall be responsible to ensure that such delivery or completion is done and shall advise BUYER immediately of any anticipated delays and the reasons, therefore.

25. DELAYS

- 25.1 Time is of the essence in the SELLER's performance of the PO/RO/LOA. If it ever appears that the delivery of GOODS and/or SERVICES will not be met within the time specified, the SELLER must immediately notify BUYER of any anticipated delay, with complete information regarding the cause and the earliest alternative delivery date possible. In such an event, the BUYER may (without prejudice to any other rights) do whatever is necessary to expedite the delivery of the GOODS and/or SERVICES at the SELLER's cost and expense, including terminating the PO/RO/LOA.

26. LIABILITY AND INDEMNITY

- 26.1 SELLER agrees to protect, defend, indemnify and save BUYER, its officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors and assigns harmless from and against any and all claims, losses (including loss of profits), damages (including interruption of business), judgments, costs, or expenses (including reasonable attorney's fees) resulting from or relating to, directly or indirectly, any actual or alleged injury (including death) to any person or damage to any property, or any other damage or loss, by whomever suffered, resulting from or relating to any actual or alleged breach of any of SELLER's obligations hereunder or other acts (including acts of omission) of SELLER, its officers, agents, employees or subcontractors. This indemnity shall survive delivery and acceptance of GOODS and/or SERVICES and shall apply without regard to whether the claim, damage, liability, or expenses is based on breach of contract, breach of warranty, negligence, strict liability, or another tort. BUYER may set off any amount owed to it by SELLER against any sum payable hereunder by BUYER to SELLER.

27. CONFIDENTIALITY

- 27.1 SELLER shall not disclose any confidential information of BUYER to any third party except as required to perform its obligations hereunder as required by law. The terms and existence of this PO/RO/LOA and everything supplied in connection with it by BUYER shall be held in confidence by SELLER. SELLER shall not publicly announce or disclose this PO/RO/LOA or its contents without BUYER's prior written consent. SELLER shall not use

BUYER's name in any way, including without limitation, a general or sample listing of SELLER's customers, without BUYER's prior written consent. Any violation of this paragraph shall be deemed a material breach.

28. CANCELLATION AND SUSPENSION

- 28.1. BUYER reserves the right to suspend and/or cancel this PO/RO/LOA in whole or in part in respect of GOODS and/or SERVICES covered by this PO/RO/LOA when and where it deems necessary, provided that the BUYER has given the SELLER at least seven (7) days written notice to such. In the event there is cost incurred due to the cancellation, the BUYER and the SELLER shall endeavor to reach a mutual agreement on the cost already incurred prior to the effective date of cancellation and the parties to bear such cost fully or partially. Such a cost shall be substantiated with relevant documents as evidence.
- 28.2. In the event of the GOODS were specifically manufactured for BUYER, provided the SELLER is not otherwise in default hereunder, BUYER shall refund to SELLER partly or wholly the direct costs incurred by SELLER (subject to satisfaction of outcome of detailed verification of supporting documents) to perform its obligations hereunder up to the date of cancellation. The SELLER shall, unless otherwise directed, cease work, and follow BUYER's directions as to disposal of work in progress and finished GOODS.
- 28.3. THE FOREGOING STATES BUYER'S ENTIRE LIABILITY FOR TERMINATION. BUYER may also, without prejudice to its other rights and remedies, cancel this purchase order if: -
- SELLER becomes insolvent or bankrupt.
 - SELLER involved in criminal / bribery case
 - SELLER ceases to carry on its business in the ordinary course.
 - a trustee, manager or liquidator is appointed in respect of all or a part of the assets or business of SELLER, or
 - SELLER defaults on its obligations hereunder.

29. LEGAL COMPLIANCE

- 25.1 SELLER warrants that all GOODS and/or SERVICES furnished shall comply with all applicable legislation, including without limitation Federal, Provincial, Territorial, State or Local occupational health and safety and environmental legislation.

30. FORCE MAJEURE

- 30.1 Neither BUYER nor SELLER shall be liable for failure to execute this PO/RO/LOA in the event of FORCE MAJEURE, provided the party invoking FORCE MAJEURE notifies the other party in writing within ten (10) days of becoming aware of the event of FORCE MAJEURE. BUYER shall not be bound to purchase the GOODS and/or SERVICES or to accept late delivery if SELLER is unable to make delivery or completion as scheduled due to an event of FORCE MAJEURE.

31. BRIBERY & CORRUPTION

- 31.1 NAIM Group of Companies adopts a zero-tolerance policy against all forms of bribery and corruption. The SELLER must demonstrate and commit to the anti-bribery practices consistent with the Naim Group of Companies' Anti-Bribery & Corruption Policy and Code of Conduct & Business Ethics, and the BUYER reserve the right to terminate this contract without liability to the BUYER in the event of the SELLER failure to comply with and/or should the SELLER

breach the principles and standards set out therein. As such, the SELLER are to signify its acknowledgement and acceptance of NAIM Corporate Liability Provision and abide by the Integrity Pledge which can be accessed at <https://www.naim.com.my/our-group-policies> and ensure that the said documents are/have been duly completed and signed and returned to the BUYER, when required.

32. GENERAL

- 32.1 SELLER shall comply with all applicable legislation, and, where applicable, all provisions required thereby to be included herein are hereby incorporated herein by reference. Neither BUYER nor SELLER may assign any right or obligation hereunder to any third party without the other party's prior consent in writing. The fact that any of the terms and conditions hereof is held to be null and void shall not have the effect of rendering null and void any of the other terms and conditions hereof. Waiver by the BUYER of any of the terms and conditions hereof shall not imply a waiver of the other terms and condition.

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