



**Digi Telecommunications, Sdn Bhd
PURCHASE ORDER**

PO NUMBER

ML246707

DATE

05/28/24

PAYMENT TERMS

90 DAYS

SHIPPING TERMS

CURRENCY

MYR

CONTRACT

43355

CONTACT

NAFIZA MOHD YAZZIT

nafiza.myazzit@celcomdigi.co

m

Ship To

Digi Telecommunications, Sdn
Bhd
Site(s) as mentioned below
Shah Alam, 40000
PROJECTSITE
Attn: NAFIZA MOHD YAZZIT

Bill To

Digi Telecommunications, Sdn
Bhd
LOT10
Jalan Delima 1/1, Subang Hi-
Tech Industrial Park
Shah Alam, Selangor 40000
Attn:

Note: PGF 1st Cut Boq_ES_6352R KG SG BALANG KECHIL DARAT_lezzpro_23052024

| Line | Description | Item Number | Need By Date | Qty | Unit | Price | Total |
|------|---|-------------|--------------|-----|----------|--------|-------------------|
| 1 | Transport_Usage of Drone IISB_NEST0005 | | | 1 | Each | 120.00 | 120.00 |
| 2 | Survey_Technical Site Survey IISB_NEST0040 | | | 1 | Lump Sum | 740.00 | 740.00 |
| | | | | | | | 860.00 MYR |

IMPORTANT: If the PURCHASE ORDER is issued pursuant to a contract signed between BUYER and SELLER, this PO T&C shall not apply.

Note to foreign service provider: If your services are performed both inside (onshore) and outside (offshore) of Malaysia, it is compulsory for you to split the amount or include a note in your invoice to apportion the amount into two (2) portions i.e. services rendered in Malaysia and services rendered outside of Malaysia. Please note that you are also required to split the items into separate lines for onshore and offshore services for submission of invoice through Coupa. This apportionment should be agreed with Digi before issuance of the invoice.

PURCHASE ORDER - TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "**BUYER**" means Digi Telecommunications Sdn Bhd (Company No. 201283-M) (hereinafter the term "Buyer" and "Digi" may be used interchangeably);
1.2 "**DELIVER**" means with respect to supplies, the handing over of the DELIVERABLES to the BUYER's authorised representative to the site specified in the PURCHASE ORDER and with respect to services, the complete and satisfactory performance of the services. "**DELIVERY**" shall be construed accordingly;
1.3 "**DELIVERABLES**" means the supply of products, materials, equipment, article, item, maintenance, construction and/or other services and/or work stated in this PURCHASE ORDER;
1.4 "**DELIVERY DATE**" means the scheduled date or need by date in the PURCHASE ORDER for the DELIVERY of supplies and/or satisfactory completion of services, as the case may be, which is specified in the PURCHASE ORDER or the date as communicated by the BUYER to the SELLER;
1.5 "**SELLER**" means any person or entity to which the PURCHASE ORDER is addressed to whom shall be responsible for supplying the DELIVERABLES;
1.6 "**PURCHASE ORDER**" means this PURCHASE ORDER, the PO T&C (if applicable) and all of its attachments (if any);

1.7 "**PO T&C**" means these terms and conditions contained in this "Purchase Order – Terms and Conditions" document that attached to the PURCHASE ORDER; and
1.8 "**WARRANTY PERIOD**" means the twelve (12) months' period immediately following the acceptance of the DELIVERABLES acknowledged by BUYER in writing or such other longer duration as may be specified in the PURCHASE ORDER.

2. ACCEPTANCE AND AGREEMENT

SELLER's commencement of services (including planning) or shipment of the DELIVERABLES, whichever occurs first, shall be deemed as acceptance of this PURCHASE ORDER and the PO T&C. If this PURCHASE ORDER is for goods, BUYER hereby objects to any terms proposed by SELLER in SELLER's acceptance or acknowledgment of BUYER's offer which add to, vary from, or conflict with the PURCHASE ORDER T&C. Any such proposed terms shall not operate as a rejection of this offer but are deemed as a material alteration, and this offer shall be deemed accepted by the SELLER without such additional or different terms. If this PURCHASE ORDER shall be deemed an acceptance of a prior offer by the SELLER, such acceptance is expressly limited to the terms contained within this PURCHASE ORDER.

3. SPECIFICATIONS

The DELIVERABLES delivered or completed by SELLER to BUYER shall comply strictly with BUYER's specifications and/or scope of services as stated in the PURCHASE ORDER. In the absence of such specifications and in all cases other than the supply of services, the DELIVERABLES shall meet the manufacturer's prevailing published specifications. The DELIVERABLES shall be free from any faults and defects, failing which BUYER may reject any such DELIVERABLES without any liability whatsoever to SELLER or SELLER shall, at BUYER'S request, replace, repair or make good any short supply, defective items or items not meeting the stated specifications, at SELLER's own cost. For the avoidance of doubt, in the event of an epidemic defect (as defined hereinbelow), SELLER shall urgently and at its costs and expense repair or replace goods delivered to the SELLER which show such epidemic defect within the reasonably expected life time of such goods and SELLER shall further indemnify BUYER for all losses and damages incurred by BUYER, including without limitation all costs and damages in relation to recall of any goods or products in which the goods are used from the market (whether defective or not) in relation to the epidemic defect. This PURCHASE ORDER is non-exclusive and does not commit BUYER to purchase any minimum quantity of DELIVERABLES.

An "epidemic defect" is a defect which appears in more than half a percent (0.5%), or any lower percentage as specified in the specifications, of the goods of the same or substantially the same type delivered by SELLER to BUYER within the epidemic defect period as stated in the relevant specifications, or if no such period is stated, within any consecutive period of three (3) months, and which defect is either similar or substantially similar or has similar or substantially similar cause.

4. DELIVERY

SELLER agrees that time is of the essence in the performance of the PURCHASE ORDER by SELLER and SELLER shall perform all work in strict adherence with the DELIVERY DATE.

Where any part of the DELIVERABLES are changed due to obsolescence, substitution or other reasons, SELLER shall notify BUYER of such change before delivery. SELLER shall be responsible for supplying all labour, tools, equipment and materials to perform the DELIVERABLES without any additional charge to BUYER. Unless otherwise specified, SELLER must DELIVER the full quantity of the DELIVERABLES or complete to BUYER's satisfaction, the full quantity of services specified in the PURCHASE ORDER before any payment will become due from BUYER. In the event of partial supply BUYER reserves the right to reject the partial supply and SELLER shall indemnify and hold harmless BUYER from all costs and expenses which may be incurred by BUYER including without limitation, taxes, duties, freight and warehousing charges.

5. DELIVERY INSTRUCTIONS

The terms of delivery and delivery instructions shall be stated in the PURCHASE ORDER.

6. WARRANTY

General:

SELLER represents and warrants that (a) it has the full power and authority necessary to enter into this PURCHASE ORDER; (b) this PURCHASE ORDER has been duly authorised by all necessary action on the part of the SELLER and has been duly executed and delivered by it; (c) it has not entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair its ability to perform its obligations under this PURCHASE ORDER; (d) the execution by the SELLER of this PURCHASE ORDER and the performance of its obligations hereunder will not breach or violate any other agreement to which it is a party; (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this PURCHASE ORDER; (f) the SELLER has, and will maintain throughout the term of this PURCHASE ORDER, all permits, licences, certifications and the like necessary to perform its obligations under the PURCHASE ORDER; and (g) any representation to the BUYER regarding its experience and expertise including those set out in the Appendix (if any) under heading "Supplier Experience and Expertise" is true and accurate.

Goods, Services and Deliverables:

SELLER shall provide all labour, materials, tools, equipment, personnel, supervision, and facilities necessary to provide the goods or perform the services described in this PURCHASE ORDER, in strict accordance with the PO T&C and any s