



**Digi Telecommunications, Sdn Bhd**  
**PURCHASE ORDER**

PO NUMBER

**ML280986**

DATE

**12/23/24**

PAYMENT TERMS

**90 DAYS**

SHIPPING TERMS

CURRENCY

**MYR**

CONTRACT

**43355**

CONTACT

**AYUNIE ISMAIL****ayunie.ismail@celcomdigi.com****Ship To**

Digi Telecommunications, Sdn  
 Bhd  
 Site(s) as mentioned below  
 Shah Alam, 40000  
 PROJECTSITE  
 Attn: AYUNIE ISMAIL

**Bill To**

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

Note: NIC 2nd Cut\_ES\_1402C\_Kg Baru (REL)\_iezzpro Incorporation Sdn Bhd\_13122024

Line	Description	Item Number	Need By Date	Qty	Unit	Price	Total
1	Survey_Technical Site Survey IISB_NEST0040		12/18/26	1	Lump Sum	740.00	740.00
2	Model_OB_LP_CME_Civil Work Installation (as per drawings and specification including all necessary fixings, accessories and making good site to the complete satisfaction of Celco) IISB_NEST0060		12/18/26	0.5	Lump Sum	3,800.00	1,900.00
3	CME Consumable Items_a. For single bay cabinet which consist of 2units of C-Channel IISB_NEST0459		12/18/26	1	Each	744.00	744.00
4	CME Consumable Items_To supply and install R.C plinth (G30) with 1 layer of BRC A7 netting all		12/18/26	1.5	Cubic Meter	232.00	348.00

Line	Description	Item Number	Need By Date	Qty	Unit	Price	Total
	necessary excavation, formwork and lean concrete for BTS plinth as per approved drawing by CelcomDigi (3000mm L x 1400mm W x 400mm ) IISB_NEST0536						
5	Model_OB_LP_CME_PVC/SWA/PVC Cables_25mm2 / 4C IISB_NEST0093		12/18/26	15	Meter	44.16	662.40
6	Dismantling_Dismantle of BTS/Node B double cabinet complete with proper wiring & cabling IISB_NEST0675		12/18/26	1	Each	357.54	357.54
7	Power System_Testing and commissioning IISB_NEST0699		12/18/26	1	Lump Sum	400.00	400.00
8	Power System_Swap Rectifier (Full details to be referred to Bill of Quantities Power System -Power Upgrade Work - New Under item No.4.3) IISB_NEST0701		12/18/26	1	Lump Sum	1,040.19	1,040.19
9	Power System_Battery Upgrade (Full details to be referred to Bill of Quantities Power System -Power Upgrade Work - New Under item No.4.4) IISB_NEST0702		12/18/26	2	Lump Sum	400.00	800.00
10	Power System_Dismantle power cables of various size including all necessary fixings and fittings (Full details to be referred to Bill of Quantities Power System -Power Upgrade Work - Dismantling - Under item No.5.1) IISB_NEST0713		12/18/26	1	Lump Sum	200.00	200.00
11	Dual Bay Cabinet_E2E Project Management and Implementation Management End-to End scope as per in Annex IISB_NEST0727		12/18/26	1	Lump Sum	736.00	736.00
12	Dual Bay Cabinet_PRELIMINARIES IISB_NEST0728		12/18/26	1	Lump Sum	736.00	736.00
13	Dual Bay Cabinet_TRANSPORTATION IISB_NEST0729		12/18/26	2	Lump Sum	736.00	1,472.00
14	Dual Bay Cabinet_Project Closure and Documentations IISB_NEST0731		12/18/26	1	Lump Sum	147.20	147.20
15	Dual Bay Cabinet_Dual Bay Cabinet IISB_NEST0730		12/18/26	1	Per Site	16,400.00	16,400.00
16	CME Consumable Items_b. For dual bay cabinet. IISB_NEST0462		12/18/26	1	Each	1,119.20	1,119.20
17	CME Consumable Items_3m Pole cw wall mounted including bracing & brackets IISB_NEST0492		12/18/26	1	Each	712.00	712.00

**28,514.53 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 schedules, specifications, drawings, instruction books or service manuals and other documents provided by BUYER to SELLER from time to time. SELLER expressly warrants that all DELIVERABLES provided under this PURCHASE ORDER shall be merchantable, free from defects in material and workmanship, of the highest quality, and shall conform to all applicable specifications and appropriate industry standards. If SELLER knows or has reason to know the particular purpose for which BUYER intends to use the DELIVERABLES, SELLER warrants that such DELIVERABLES shall be fit for such particular purpose. SELLER further warrants that the DELIVERABLES are wholly new and contain new components and parts throughout. SELLER further warrants that services will be performed by qualified persons. SELLER further warrants that it has the right to grant and hereby grants to BUYER a non-

exclusive, perpetual, royalty-free license to use the DELIVERABLES. This entire Clause 6 (Warranty) shall survive at all material times especially when BUYER is still using the DELIVERABLES. If any defect occurs within the WARRANTY PERIOD, SELLER shall, at its own cost repair or replace or re-perform the DELIVERABLES failing which BUYER may repair or replace or re-perform them and SELLER shall reimburse BUYER all costs including, without limitation, transportation and reinstallation costs, taxes and customs duties incurred by BUYER. The warranty on repaired or replaced or re-performed DELIVERABLES shall continue for the WARRANTY PERIOD from the date of successful repair or replacement or re-performance. SELLER shall indemnify and hold BUYER harmless for all losses and/or damages arising out of any breach of these warranties. In addition to the warranties above, SELLER shall extend all warranties it receives from its vendors to BUYER. Breach of the warranties set forth in this provision, or any other term of this order, shall entitle BUYER to all available remedies.

## 7. PAYMENT

Unless otherwise stated in this PURCHASE ORDER, payment shall be remitted sixty (60) days after receipt of the correct original invoice containing itemised description of all expenses, charges, costs, description and appropriate supporting documents evidencing receipt of the DELIVERABLES by BUYER. Charges for services, equipment/materials, software licence fees and royalties, if applicable, shall be separately itemized. An incorrect invoice or an invoice without appropriate supporting documents will be rejected by BUYER to SELLER for re-issuance. All invoices shall be submitted upon receipt by BUYER of the DELIVERABLES in good order at the delivery point specified in this PURCHASE ORDER or satisfactory performance of the DELIVERABLES, as the case may be, or such other time as may be agreed by the parties and specified in this PURCHASE ORDER. If the sixtieth (60th) day falls on a gazetted public holiday in Selangor and Kuala Lumpur then the next working day shall be deemed to be the due date for payment. BUYER shall have the right at all times to set-off any amount due or payable to SELLER hereunder against any claim or charge BUYER may have against SELLER. Payment shall not, constitute acceptance or approval of the DELIVERABLES or waiver by BUYER of any right.

## 8. PRICE

Unless otherwise stated in this PURCHASE ORDER, price shall be fixed and no escalation shall be allowed and the price shall include the use of any and all intellectual property rights including third party licenses (if any) and all taxes, levies, duties, and fiscal charges, however designated, imposed by any government authority except for customs duties and sales taxes imposed by the Malaysian authorities.

## 9. TAXES AND DUTIES

SELLER agrees and understands that it is wholly responsible for any and all taxes, including, but not limited to, income, workers' compensation, insurance and occupational safety and health, future taxes or any other employment related or other taxes or charges incurred or due as a result of the performance of services (if any) by SELLER under this PURCHASE ORDER save and except for customs duties and sales tax imposed by the Malaysian authorities (if any) on the importation of DELIVERABLES into Malaysia (other than any such duties and taxes imposed on the supply of replacement or spare parts which shall be borne by the SELLER, if applicable). Where the DELIVERABLES are supplied together with associated software, the price shall be deemed to include all software licence fees payable to SELLER inclusive of the use of any intellectual property rights including royalties and third party licences. SELLER shall be responsible for all obligations, reports and timely notifications relating to such matters. In the event that BUYER is obliged to make payment of any deduction or withholding of taxes in connection with this PURCHASE ORDER, BUYER shall have the option of withholding the amount due to SELLER and shall promptly pay that amount to the relevant government authority. BUYER will have no obligation to pay any additional amount to SELLER in relation to the withheld amount. BUYER is required to furnish SELLER with supporting documents to substantiate the payment of such withholding tax (if any) made to the relevant government authority. SELLER shall not dispose or otherwise deal in the DELIVERABLES including without limitation, any scrap or damaged materials, without the prior written consent of BUYER in the event the DELIVERABLES are imported under BUYER'S customs duty exemption.

## 10. DELAYS

Without prejudice to BUYER's other rights in this PO T&C or at law, if SELLER fails to DELIVER or complete the DELIVERABLES by the DELIVERY DATE, SELLER shall pay to BUYER liquidated damages calculated commencing from the DELIVERY DATE up to such time of the actual DELIVERY or completion of the full quantity of the DELIVERABLES in accordance with the PURCHASE ORDER, at the rate of: one percent (1%) per week or part thereof of the total value of the PURCHASE ORDER provided that the total liquidated damages shall not exceed thirty percent (30%) of the said value. SELLER shall pay such liquidated

damages to BUYER within thirty (30) days upon BUYER's written notice, failing which the BUYER shall be entitled to set-off such liquidated damages from any sum owing to the SELLER upon prior written notice.

#### 11. INDEMNITY

SELLER shall indemnify BUYER and hold it harmless against all claims, proceedings, demands, fines, penalties, losses, damages and causes of action brought against BUYER in respect of any (a) breach of this PO T&C; (b) damage or loss arising from a claim that BUYER's use of the DELIVERABLES infringes the intellectual property rights of any third parties including without limitation, the patent, copyright, trade secret or other proprietary rights of third parties and (c) damage, loss, injury, including death, to any person or property arising out of acts or omissions (whether negligent or otherwise) of the SELLER, its servants or agents or sub-contractors except if the injury, death or property damage is caused by the sole negligence of BUYER and SELLER shall pay on behalf of BUYER, all cost, damages, legal fees and other reasonable expenses associated with such actions or claims.

#### 12. COMPLIANCE WITH LAW

SELLER shall comply and ensure compliance by its employees, servants, agents or sub-contractors with all applicable laws which include any rules, regulations, ordinances, by-laws and directions of any government authority as well as any policies or instructions given by BUYER. SELLER shall indemnify and hold BUYER safe and harmless against all claims, demands, losses, fines and penalties which in any way resulting from SELLER's failure to comply with such applicable laws. This includes securing by SELLER of all necessary import permits or licences whenever applicable.

#### 13. CONFLICT OF INTEREST

SELLER shall exercise reasonable care and diligence to prevent any action from being taken or condition from arising which conflict with BUYER's best interest. This obligation shall apply to the activities of the employees, sub-contractors and agents of SELLER arising from the PURCHASE ORDER. SELLER's effort shall include, but not be limited to, establishing precautions to prevent its employees or agents or sub-contractors from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to BUYER's interest. SELLER warrants that it has not offered or given, and will not offer or give to any employee, agent or representative of BUYER, a payment or gratuity for obtaining or rewarding favorable treatment by BUYER with respect to the terms, conditions, price, performance, or award of this PURCHASE ORDER. Breach of this undertaking may result in immediate termination of the PURCHASE ORDER by BUYER without any liability whatsoever to SELLER.

#### 14. SUB-CONTRACTING AND SELLER'S PERSONNEL

SELLER shall be responsible for all acts of its employees, servants, agents and/or sub-contractors performing any work or service pursuant to the PURCHASE ORDER.

#### 15. SAFETY MANAGEMENT

SELLER shall take full responsibility for the adequacy, stability and safety of the performance of the DELIVERABLES and shall ensure compliance by its employees, servants, agents and/or sub-contractors with the provisions of any law, order, regulation, ordinance, directives or standards at present or hereafter in force including without limitation, the provisions of the Occupational Safety and Health Act 1994, the Environmental Quality Act 1974 and the Factory & Machinery Act 1967. SELLER shall be responsible and shall at all times provide adequate and competent supervision and personnel for all works in ensuring all its employees, servants, agents and sub-contractors strictly adhere to all safety and health laws/rules, requirements and procedures as well as environmental protection. SELLER shall at its own expense implement the necessary safety and health management systems, hazard management programme, environment protection and waste management programme and shall, at its own costs and expense, provide the necessary tools, equipment, protective gear, uniform, footwear and such other appliances as may be necessary or required by law or regulation for the proper and safe execution of the DELIVERABLES. SELLER shall ensure that all equipment, tools, facilities and other items used by its personnel in the execution of the DELIVERABLES shall be in a safe, sound, good and working condition and shall be safely and competently operated and SELLER shall obtain all required permits and/or certificates of fitness. SELLER shall be responsible for any violation of any safety or health standards on BUYER's premises in providing the DELIVERABLES and shall immediately remedy any condition giving rise to such violations.

## 16. INTELLECTUAL PROPERTY

All items in any medium prepared or originated for BUYER or by SELLER for BUYER at BUYER's request in connection with the DELIVERABLES shall be the exclusive property of BUYER. SELLER hereby assigns and transfers to BUYER by way of present assignment and transfer all present and future rights, title and interest in and to such items including without limitation, intellectual property rights.

## 17. FORCE MAJEURE

Neither party shall be liable for failure to perform solely caused by force majeure events beyond their reasonable control. Force majeure events include but not limited to acts of God, pandemic, explosion, flood, fire, accident, war, hostilities, invasion, act of foreign enemies, riot, civil commotion or disorder, sabotage and labor problems (including lockouts, strikes and slowdowns), equipment breakdowns and power failures (collectively, "Force Majeure Event"). If SELLER is unable to produce, sell or deliver any goods or services covered by this PURCHASE ORDER, or SELLER is unable to accept delivery, buy or use any goods or services covered by this PURCHASE ORDER, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this PURCHASE ORDER that results from such event or occurrence will be excused for only so long as such event or occurrence continues, provided, however, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days thereafter). During any delay or failure to perform by SELLER, BUYER may (i) purchase substitute goods from other available sources, in which case the quantities under this PURCHASE ORDER will be reduced by the quantities of such substitute goods and SELLER will reimburse BUYER for any additional costs to BUYER of obtaining the substitute goods compared to the prices set forth in this PURCHASE ORDER and/or (ii) have SELLER provide substitute goods from other available sources in quantities and at times BUYER requests and at the prices set forth in this PURCHASE ORDER. If SELLER fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, BUYER may terminate this PURCHASE ORDER without any liability to SELLER or obligation to purchase raw materials, work-in-process or finished goods.

## 18. CONFIDENTIALITY

SELLER shall treat as secret and confidential all information acquired by SELLER during the performance of the work in connection with the PURCHASE ORDER and shall not disclose any such information to any other person without prior written consent of BUYER. However, all information, including specifications, drawings, sketches, models, samples, tools, technical information or data, regardless of format or medium, which is furnished to BUYER by SELLER in performance of this PURCHASE ORDER shall not be considered as confidential or proprietary unless mutually agreed in writing by BUYER and SELLER.

## 19. TERMINATION

BUYER may terminate the PURCHASE ORDER:

19.1 forthwith by written notice in whole or in part without any liability if SELLER breaches any of the provisions of the PURCHASE ORDER or this PO T&C or fails to perform any of its obligations stated in the PURCHASE ORDER or this PO T&C, including without limitation, failure to DELIVER the DELIVERABLES by DELIVERY DATE; or

19.2 in whole or in part, for its convenience without assigning any reason upon prior written notice of seven (7) days. In such event SELLER and BUYER shall in good faith and upon commercially reasonable basis mutually agree on the quantum of cancellation charges (if any) and where prior cancellation charges have been agreed, such agreed charges shall apply PROVIDED such cancellation charges shall not exceed the actual costs and expense incurred by SELLER up to the date of termination. BUYER shall have no other liability arising out of the termination and shall be entitled to receive all DELIVERABLES in progress or completed as at the date of termination.

## 20. CONFLICTING TERMS AND CONDITIONS

In the event of conflict between the clauses contained in the PURCHASE ORDER, the conflict shall be resolved according to the following order of priority: (i) first – the Agreement on Responsible Business Conduct, (ii) second – the provisions in the PURCHASE ORDER (excluding this PO T&C and its attachments, if any); (iii) third – this PO T&C; (iv) fourth - accompanying attachments to the PURCHASE ORDER (if any).

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

## 21. MODIFICATION AND AMENDMENT

BUYER reserves the right to amend, vary, add, alter, delete and/or remove any of this PO T&C ("PO T&C Changes") without SELLER's consent. SELLER's continuing in performing the PURCHASE ORDER shall be deemed to have agreed and accepted such PO T&C Changes. Each DELIVERY received by BUYER from SELLER shall be deemed to be made pursuant to the terms in this PURCHASE ORDER or the contract (where the PURCHASE ORDER is issued pursuant to a contract), notwithstanding any terms that may be contained in any acknowledgment, receipt or invoice or other form of the SELLER.

## 22. INSURANCE

Without prejudice to SELLER's indemnity set forth above, SELLER shall effect or cause to be effected a Contractors' All Risks insurance policy ("CAR Policy") to cover any services to be carried out pursuant to any PURCHASE ORDER issued. BUYER shall be included as an insured party under the CAR Policy. It is expressly hereby agreed that the responsibility and liability for any loss and damage to SELLER's property shall remain solely with SELLER. The SELLER shall, at BUYER's request, provide adequate evidence of the insurance policies within fourteen (14) days upon receipt of BUYER's written notice. The SELLER shall maintain the said insurance policies throughout the duration of the PURCHASE ORDER and in event of any termination to the insurance policies or there is significant change in the insurance coverage that would adversely impact SELLER's overall liability, the SELLER shall notify the BUYER in writing within fourteen (14) days from the date such aforesaid event(s) taking effect. Any remedial action to be taken by the SELLER will be advised by BUYER accordingly.

## 23. INDEPENDENT CONTRACTOR

SELLER hereby agrees that (a) it is engaged in an independent business and will perform its obligations in the PURCHASE ORDER or this PO T&C as an independent contractor and not as the agent or employee of BUYER; (b) it does not have the authority to act for BUYER or to bind BUYER in any respect whatsoever, or to incur any debts or liabilities on behalf of BUYER; (c) it shall be solely responsible for all acts of its employees, agents and sub-contractors performing any work or services pursuant to the PURCHASE ORDER; (d) it shall be solely responsible for all matters relating to payment of its employees, servants, agents and/or sub-contractors including, without limitation, compliance with workmens' compensation, personal accident insurance, personal income tax, dues or levies and work permits. SELLER shall indemnify and hold BUYER harmless from any causes of action arising out of SELLER's liability to its employees, servants, agents and/or sub-contractors.

## 24. RECORDS AND AUDITS

SELLER shall maintain complete and accurate records of (i) all charges incurred by BUYER under the PURCHASE ORDER; and (ii) all services or DELIVERABLES provided by SELLER pursuant to the PURCHASE ORDER, in accordance with generally accepted accounting principles, for a period of seven (7) years from the date of receipt of payment. BUYER shall have the right to inspect SELLER's records upon reasonable notice and to retain copies thereof. SELLER shall at its own costs provide to BUYER credible supporting documents concerning any disputed amount which is the subject of any account within seven (7) days upon SELLER'S receipt of BUYER's written request for the same. BUYER shall be entitled to retain copies thereof.

## 25. JOINT AND SEVERAL LIABILITY

If more than one party is referred to in the PURCHASE ORDER as SELLER, their obligation shall be joint and several.

## 26. ENTIRE AGREEMENT

This PURCHASE ORDER constitutes the entire agreement between the SELLER and BUYER and supersedes all prior oral and/or written communications between the parties with respect to the DELIVERABLES.

## 27. TIME IS OF THE ESSENCE

Time wherever mentioned shall be of the essence of the PURCHASE ORDER.

## 28. GOVERNING LAW AND JURISDICTION

This PURCHASE ORDER shall be governed by the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

## 29. PERSONAL DATA PROTECTION

29.1 Supplier Compliance with PDPA. In the event that pursuant to this PURCHASE ORDER, the SELLER receives any Personal Data from the BUYER, the SELLER shall ensure that it fully complies with the provisions of the Personal Data Protection Act 2010 ("PDPA") and only deals with the Personal Data to fulfil its obligations under the PURCHASE ORDER. The SELLER shall indemnify the BUYER for any breach of the PDPA that renders the BUYER liable for any costs, claims or expenses.

29.2 Systems to Comply with PDPA. In fulfilment of its obligations under the PDPA, the SELLER shall have such systems in place to ensure:- (a) full compliance with the PDPA, including but not limited to, compliance with the Security Principle which deals with the security of Personal Data and requires the taking of practical steps to protect data from any loss, misuse, modification, unauthorised or accidental access or disclosure; and (b) the reliability of all its employees who may be involved in processing the Personal Data.

29.3 Contractors and Agents to Comply with PDPA. The SELLER shall take all reasonable steps to ensure that all its partner, contractors and agents comply with this clause where they are processing any Personal Data on behalf of BUYER.

## 30. TRANSFER OF RISK AND TITLE

30.1 Title unless otherwise agreed, title in (a) Goods (except Software) shall transfer to BUYER upon delivery of the Goods to BUYER together with the Bill of Lading or if there is no Bill of Lading, the Delivery Order relating to the Goods; and (b) Works (other than Goods) shall transfer to BUYER upon Acceptance of such Works.

30.2 Risk unless otherwise agreed, risk in Goods and Works shall transfer to BUYER upon Acceptance of the Goods and Works.

## 31. NOTICES AND SERVICE

31.1 Modes of Delivery/Service. Any notice, request, correspondence or other information required or authorized by this PURCHASE ORDER to be given shall be given in the English Language by:- (a) delivering it by hand; (b) sending it by post (or airmail in the case of notices to any party outside Malaysia); or (c) sending it by telex, cable, facsimile transmission, electronic mail or comparable means of communication; to the relevant Parties at the addresses given in this PURCHASE ORDER.

31.2 Posting. Any notice or information given by post in the manner provided by Clause 31.1(b) which is not returned to the sender as undelivered shall be deemed to have been given on the 3rd day after it was posted if the address is within Malaysia and on the 7th day after it was posted if the address is outside Malaysia; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender shall be sufficient evidence that the notice or information has been duly given.

31.3 Facsimile Transmission, Email, etc. Any notice, request, correspondence or information sent by facsimile transmission, email or comparable means of communication shall be deemed to have been duly sent on the date of transmission. In the case of email communication, a confirming copy of the notice, request, correspondence or information should be sent as provided in Clause 31.1(b) to the relevant Parties within 24 hours after transmission.

31.4 Service. Service of any document for the purposes of any legal proceedings concerning or arising out of this Contract shall be effected by any Party by causing it to be delivered to the relevant Party at its registered or principal office, or to such other address as may be notified to it by the Party in writing from time to time

## 32. ASSIGNMENT AND CHANGE IN CONTROL

BUYER may assign its rights and obligations under this PURCHASE ORDER without SELLER's prior written consent. SELLER may not assign or delegate this PURCHASE ORDER or its rights or obligations under this PURCHASE ORDER without prior written consent from the BUYER.

## 33. SURVIVAL

The provisions of this PURCHASE ORDER that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration or termination of this PURCHASE ORDER.

