PURCHASE ORDER

PO00005056-1

ONSITE SERVICES SDN BHD	
First Floor, Bangunan AHP, No 2, Jalan Tun Mohd Fuad 3, Taman Tun Dr. Ismail, 60000, WP Kuala Lumpur MALAYSIA	
Telephone	:
GST ID No. ID	:

INFORMATION:		
Date	:	2/12/2020
Contract/Quotation Ref	:	
Currency	:	MYR
Payment term	:	N45
Incoterm	:	

SUPPLIER INFO:		
Iezzpro Incorporation Sdn Bhd No 34 & 34A, Jalan PP 2/4, Taman Putra Prima, 47100 Puchong, Selangor.		
Vendor ID	:	V00009
Telephone	:	012 2355129
Email	:	admin@iezzpro.com

DELIVERY INFO:		
ONSITE SERVICES SDN BHD First Floor, Bangunan AHP, No 2, Jalan Tun Mohd Fuad 3, Taman Tun Dr. Ismail, 60000, WP Kuala Lumpur		
Contact Person	:	MOHD AMIRUL ASHRA BIN ABD UL KAHAR
Telephone	:	
Email	:	amirul.ashra@onsite.com.my

The attached Purchase Order Terms & Conditions shall be treated as integral part of this Purchase Order.

No.	Item number	Description	Site	Delivery lead time	Qty	UOM	Unit price	Amount
1	OCMYOS0000425	Transportation_CM Works_within 70-200KM	MSMY009376SS	EW - WITHIN 1 WEEK AFTER GETTING FULL APPROVAL IN EWPCM	1.00	EA	123.34	123.34
2	OCMNOS0000076	Supply Install_CPRI x 1 Run_Upto 50m	MSMY009376SS	EW - WITHIN 1 WEEK AFTER GETTING FULL APPROVAL IN EWPCM	1.00	AU	356.25	356.25
3	OCMNOS0000063	Supply Install_Flexible Metal Conduict_CPRI	MSMY009376SS	EW - WITHIN 1 WEEK AFTER GETTING FULL APPROVAL IN EWPCM	15.00	m	3.15	47.25
4	OCMGOS0000059	Cable Tie_14"_Weather Proof	MSMY009376SS	EW - WITHIN 1 WEEK AFTER GETTING FULL APPROVAL IN EWPCM	2.00	EA	12.83	25.66

Payment Milestone/Remarks:

EWPCM-SABA-04597 CELCOM -CM : EW OPEX OPTIC /CPRI REPLACEMENT AT KUALA SAPI (Location Id: S00183) MSMY009376SS

Net amount	**552.50**
GST ID No.	**0.00**
Total	**552.50**

*****This is a computer generated document, signature is not required*****

Purchase Order Standard Terms and Conditions

1. ACCEPTANCE

1.1 These standard terms and conditions of purchase (**"Terms and Conditions"**) which are non-negotiable shall govern and form an integral part of the purchase order together with all of its attachments (if any) and are collectively referred to as the **"PO"**. The PO is issued by EDOTCO GROUP SDN BHD (1022843-U) or any of its affiliates (**"Buyer"**) to the party responsible for supplying the Goods (**"Supplier"**) as specified in the PO. Except where specifically agreed otherwise in writing by the Buyer or where the PO is issued as an ordering mechanism under the terms and conditions of another framework or document (i.e. contract) (**"Contract"**), the terms and conditions of the Contract would apply and shall become a binding contract between the Buyer and the Supplier and these Terms and Conditions shall not apply to such PO.

1.2 As used herein, the term **"Goods"** shall include both tangible and intangible Goods, including, but not limited to, software, services, tools, peripherals, spare parts and any related software and documentation that may accompany the Goods. Reference to **"Goods"** shall where appropriate be deemed to include services.

1.3 The PO shall become a binding contract subject to these Terms and Conditions and shall be deemed to be accepted by the Supplier: (i) by acknowledgement or execution of the acceptance portion of the PO; or (ii) by the Supplier's commencement of delivery of the Goods (including planning) or shipment of the Goods; or (iii) by other conduct(s) by the Supplier or any of its representatives reasonably demonstrating their acceptance of the PO, whichever occurs first.

2. DELIVERY, TRANSPORTATION, SHIPPING AND BILLING

2.1 Delivery, Transportation, Shipping. The Supplier will: (a) ensure the Goods are suitably packed to avoid damage in transit or in storage, marked and, delivered or shipped in accordance with the Buyer's requirements and all applicable laws or regulations; and (b) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the PO. The Supplier will include on the delivery order, bills of lading or other shipping receipts the correct classification identification of the Goods delivered or shipped as required by the Buyer and the relevant authorities. The marks on each package and identification of the Goods on packing slips, delivery order, bills of lading and invoices must enable the Buyer to easily identify the Goods.

2.2 Billing and Payment. Unless otherwise stated on the PO, invoicing shall be one hundred percent (100%) of the PO value upon written acceptance of the Goods by the Buyer. Payment term is 45 days after receipt of a valid and correct invoice together with all relevant supporting documents. All payments under the PO are without prejudice to the Buyer's claims, rights, or remedies.

2.3 Taxes. Unless otherwise stated in the PO, the price includes all applicable taxes, duties and charges. Supplier will separately invoice the Buyer for any value added tax (VAT), goods and services tax (GST), sales or similar turnover taxes or charges that the Supplier is required by law to collect from the Buyer. Invoices shall also be in the appropriate format required by local law to permit deduction of payments for income tax purposes by the Buyer.
Where Goods and Services Tax ("GST") or tax of similar nature is applicable on any Goods supplied under the PO, the Buyer shall pay for the GST or tax of similar nature under each invoice provided that the Supplier has complied with the following: (a) the Supplier is duly licensed with the relevant Malaysian authorities to collect GST or tax of similar nature; (b) GST or tax of similar nature for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and
(c) all invoices provided by the Supplier to the Buyer complies with the relevant laws relating to GST or tax of similar nature enforced by the Malaysian authorities.
The Supplier shall be responsible for complying with all tax laws and regulations in the respective Buyer's countries including but not limited to the filing of any statutory tax returns. The Supplier agrees to keep the Buyer harmless against any claims or penalties that may be imposed on the Buyer by reason of the failure of the Supplier to comply with its obligations under GST or any other tax laws in any other jurisdictions where the personnel are physically present.

2.4 Withholding Tax. If the Buyer is required by law to make any deduction or withholding of any sum otherwise payable to Supplier under the PO, the Buyer is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. Buyer will upon request from the Supplier, provide the Supplier with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by the Buyer. If the Supplier is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Supplier may furnish to the Buyer evidence by way of letter or certificate issued by the relevant tax authority confirming the tax residence status of the Supplier. Upon receipt, the Buyer will implement the appropriate preferential tax rate.

2.5 Delivery. The Supplier shall deliver the Goods in accordance to the quantities, designated location(s), dates and times specified in the PO or any written instructions by the Buyer. Time is of the essence for all deliveries. In the absence of delivery date in the PO or any written instructions by the Buyer, the delivery period shall be two (2) weeks from the date of PO. The Buyer will not be required to pay for or accept any Goods that does not meet the PO and these Terms and Conditions. The Supplier will notify the Buyer if the Supplier is unable to comply with the delivery date as specified in the PO. If the Supplier fails to deliver on time as specified in the PO or any subsequent written instructions by the Buyer, the Buyer may purchase replacements elsewhere, and the Supplier shall be liable for the costs incurred by the Buyer.

2.6 Delay. Without prejudice to the Buyer's other rights arising from delay of the Supplier in performing its obligations under this PO, any delay attributable to the Supplier in delivering the Goods shall be subject to liquidated damages of one percent (1%) of the value of the PO issued for the Goods for each day of the delay (or any part thereof) up to a maximum of thirty percent (30%) of the value of the PO issued. The Supplier acknowledges that the said liquidated damages are a reasonable pre-estimate of the loss likely to be suffered by the Buyer as a result of the Supplier's acts or omissions and shall not be construed as a penalty.

2.7 Title and Risk. Title to the Goods shall pass upon acceptance of the Goods by the Buyer in writing. Risk of damage to, or loss of, the Goods shall remain with the Supplier until Goods have been accepted by the Buyer in writing.

3. QUALITY

The Goods shall be free from any faults and defects, failing which, the Buyer may elect to either reject any such Goods without any liability whatsoever to the Supplier, or, to require the Supplier to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.

4. SPECIFICATIONS

The Goods delivered by the Supplier to the Buyer shall comply with the Buyer's specifications and requirements as stated in the PO or otherwise in writing agreed by the parties. In the absence of such specifications and in all cases other than the supply of services, the Goods shall meet the highest industry standards applicable at the time of purchase.

5. CHANGES

Any changes to the PO shall be in writing and signed by an authorised signatory of the Buyer. The PO is then officially modified through a written amendment to the PO issued by the Buyer.

6. WARRANTY

6.1 General. The Supplier warrants that: (i) it will comply with all applicable laws, rules and regulations to which it is or becomes subject to; (ii) the Goods are merchantable, free from defect in design, material and workmanship, be of quality that is consistent with the highest industry standards applicable at the time of purchase and be fit and sufficient for purposes held out by the Supplier or made known to the Buyer (iii) Goods specified in the PO do not infringe any patent, trademark, copyright or other intellectual property right of a third party; (iv) Goods specified in the PO are new, unused, not secondhand and do not contain anything used or reconditioned, unless Buyer agrees otherwise in writing; (v) it has been disclosed to Buyer in writing on the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and the Supplier are in compliance with all licensing agreements applicable to such third party code; (vi) where the Goods includes services, such services provided by the Supplier shall be provided good and workmanlike manner, consistent with the highest standards of care, skill, judgment and diligence used by persons who are skilled, trained and experience with respect to the relevant areas involved in performing the services; and (vii) these warranties shall survive upon inspection, acceptance and payment.

6.2 Warranty Period. Unless otherwise stated in the PO, the warranty period shall be twelve (12) months immediately following the written acceptance of the Goods by the Buyer ("Warranty Period"). If any defect occurs during the Warranty Period, the Supplier shall forthwith, at its own cost and expense repair or replace the Goods, failing which, the Buyer may repair, or replace it and the Supplier shall reimburse the Buyer for all costs and expenses incurred relating thereto.

7. FORCE MAJEURE

If the Supplier is prevented from producing, selling or delivering any Goods, or Buyer is unable to accept delivery, buy or use any Goods, as a direct result of an event or occurrence that is not reasonably foreseeable of the affected party and without either party's act, omission, fault or negligence, then the affected party shall provide notice to the other party within seven (7) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, explosions, riots, wars, sabotage, labour problems (including lockouts, strikes and slowdowns). If any delay lasts more than thirty (30) days, the Buyer may terminate the PO without any liability to the Supplier or obligation to purchase raw materials, partial, work-in-process or finished Goods.

8. CANCELLATION OF PO

The Buyer reserves the right to cancel, vary, or make changes to the PO at any time prior to shipment or delivery of the Goods by providing prior written notice and shall not be subjected to any liabilities, charges or other fees whatsoever as a result of such cancellation or change.

9. TERMINATION FOR BREACH

The Buyer may terminate all or any part of the PO without any liability to the Supplier or obligation to purchase Goods if the Supplier: (a) repudiates, breaches, or threatens to breach any of the terms of the PO, including, but not limited to, the Supplier's warranties; (b) fails to perform or threatens not to perform delivery of the Goods in accordance with the PO and/or the Terms and Conditions; or (c) fails to assure timely and proper completion of delivery of Goods.

10. TERMINATION FOR CONVENIENCE

In addition to any other rights of the Buyer to terminate the PO, the Buyer may immediately terminate all or any part of the PO, at any time and without being obliged to give any reason, by notifying the Supplier seven (7) days in writing of its intention to terminate the PO. Upon such termination, the Buyer shall pay for all Goods delivered and accepted until the effective date of the termination. Payment of such costs by the Buyer shall be the full and final settlement of any and all claims by the Supplier in respect of termination and represents the Buyer's total liability to the Supplier, whether at law, in equity or under contract.

11. INTELLECTUAL PROPERTY RIGHTS

The Supplier warrants that it owns and/or is licensed to use the intellectual property rights contained in the Goods. The Supplier confirms that it has the right to grant and hereby grants to the Buyer a non-exclusive, worldwide, perpetual, transferable and royalty-free license to the Buyer with respect to use all intellectual property rights contained in the Goods in conjunction with the use or sale of the Goods. The Supplier shall indemnify and hold the Buyer harmless against any and all thirdparty claims, actions and demands that the use of the rights granted by the Supplier herein infringes any rights of such third party and shall indemnify the Buyer against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against the Buyer. Notwithstanding the foregoing, all intellectual property rights in the Goods developed originally or specifically for the Buyer shall be the exclusive property of the Buyer.

12. INDEMNIFICATION

The Supplier will defend, hold harmless and indemnify the Buyer and its directors, officers, employees, agents, customers, and their respective successors and assigns, against any losses, damages, claims, demands, penalties, liabilities costs and expenses (including, without limitation, attorney and other professional fees and disbursements) sustained by the Buyer from any (i) breach or non-performance (or alleged breach or non-performance) by the Supplier; (ii) infringement (including, but not limited to, patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret); or (iii) personal injury, death, property damage as a result of the Supplier's breach, act, omission or negligence including, but not limited to, any claims in circumstances where the Supplier has provided only part of the Goods. The Supplier waives any claim against the Buyer that any negligence, act, omission or infringement arose out of compliance with the Buyer's specifications. In defending the Buyer against such claims, the Supplier shall not make any settlement, compromise, admission or waiver of any defenses available in respect of any proceedings without the Buyer's written consent.

13. LIMITATION OF LIABILITY

13.1 The maximum liability of the parties arising out of the PO regardless of the basis of liability or the form of action shall not exceed the PO amount. This limitation does not apply to the parties' liability for personal injury, death, misconduct, willful default, fraud, infringement or infringement of intellectual property rights, breach of confidentiality and/or loss or damage to property and the indemnification by the Supplier under Clause 12 of this Terms and Conditions.

13.2 Notwithstanding any other provision under the PO, in no event shall either parties be liable (whether in contract, in tort, under statute or otherwise for any cause) to the other for any special, consequential, indirect or incidental damages, loss of profits, loss of data, loss of revenue, loss of use suffered by the other party arising out of or in connection with the PO whether such loss or damage was foreseeable or in the contemplation of the parties.

14. INSURANCE

The Supplier 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 of Goods. Each policy shall name the Buyer as a loss payee or additional insured and the Supplier shall on request provide certificates and copy of the insurance policies in effect to the Buyer. In the event that the Buyer has reasonable grounds to believe that the Supplier has not complied with this clause then the Buyer may at its own discretion;- (a) terminate the PO; and/or (b) seek such remedies available to it under the law including injunctive relief.

15. CONFIDENTIALITY
The Supplier will: (i) keep all of the Buyer's Information (as defined below) confidential and disclose it only to its employees on a need to know basis; and (ii) use the Buyer's Information solely for the purpose of supplying the Goods to the Buyer. The Goods manufactured based on the Buyer's Information may not be used for the Supplier's own use or sold by the Supplier to third parties without prior express written consent from the Buyer. "Buyer's Information" means all information provided to the Supplier by the Buyer or its representatives or subcontractors in connection with the Goods, including, without limitation, commercial, financial, legal and technical information and know-how, pricing and other terms of the PO, any other information of confidential nature, trade secrets, customer information, specifications, data, formulae, compositions, logos, designs, sketches, photographs, samples, prototypes, test equipment, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code) whether written, oral or in other recorded or tangible form. Buyer's Information also includes any materials or information that contains, or is based on, any Buyer's Information, whether prepared by the Buyer, the Supplier or any other person. This clause shall survive termination and expiry of the PO.

16. REMEDIES AND INJUNCTIVE RELIEF
The rights and remedies reserved to the Buyer in the PO are cumulative with, and in addition to, all other or further remedies provided in law. The Supplier acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the PO by the Supplier with respect to its delivery of Goods to the Buyer and that, in addition to all other rights and remedies which the Buyer may have, the Buyer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

17. RECOVERY AND SET-OFF
With respect to any monetary obligations of the Supplier to the Buyer, resulting from the Supplier's failure to deliver Goods in a timely manner, failure to conform to applicable warranties or other breach by the Supplier of the PO, the Buyer may at any time, withhold or recover, or set-off such amounts by deducting such amounts from any sums that are, or will become -due or payable to the Supplier.

18. NO IMPLIED WAIVER
The failure of either party at any time to require performance by the other party of any provision of the PO will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of the PO constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof.
No course of dealing or course of performance may be used to evidence a waiver or limitation of the Supplier's obligations under the PO.

19. ASSIGNMENT AND CHANGE IN CONTROL
The Buyer may assign its rights and obligations under the PO without the Supplier's prior written consent. The Supplier may not assign or delegate its rights or obligations under the PO without prior written consent from the Buyer. In addition, the Buyer may terminate the PO upon giving at least 30 days' written notice to the Supplier, without any liability or obligation to the Supplier or obligation to purchase Goods under clause 9, if the Supplier (i) sells, or offers to sell, a material portion of its assets; or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged such number of shares that the existing controlling shareholder(s) of the Supplier will no longer control the Supplier ("Change of Control"); or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a Change of Control of the Supplier.

20. NO INDUCEMENT, GIFTS, CANVASSING OR SOLICITING OF CONFIDENTIAL INFORMATION
The Supplier shall not under any circumstances give or at any time offer to give or agree to give any person, including any personnel employed by the Buyer or acting on its behalf, any gift, commission or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the supply of Goods or any PO entered pursuant thereto or forbearing to show favour or disfavour to any person in relation to the terms set out herein or any PO.
For the avoidance of doubt, without limitation, the Supplier shall not directly

21. RELATIONSHIP OF PARTIES
This PO is non-exclusive and the Buyer is free to engage others to provide the Goods. Nothing in the PO makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

22. GOVERNING LAW AND JURISDICTION
The PO is to be construed according to the laws of the territory of the relevant Buyer. If any dispute arises between the parties concerning matters relating to the PO, the parties herein shall use their best endeavors to resolve the dispute amicably.

23. SEVERABILITY
If any provision of the PO is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the PO will remain in full force and effect.or indirectly exchange, offer any gift, bribe, commission, provide rebate, consideration, personal service, indulge in unusual hospitality of any kind as an inducement or reward for any act or omission by the Buyer's personnel in relation to any events related to the Buyer's purchase or intended purchase or PO. The Supplier is further refrained from soliciting confidential information from any of the Buyer's personnel for unethical or illegal advantage, engage and collude with other suppliers to fix prices, perform any services, conduct any work or deliver any Goods to the Buyer without a valid PO with the expectation of unfair gain, profit, benefit or advantage.
The Supplier shall adhere to the edotco Supplier Code of Conduct located at http://edotcogroup.com/wp-content/uploads/2017/07/edotco-code-of-conduct-24_07_2017.pdf, which may be amended by the Buyer from time to time without notice to the Supplier.

24. ENTIRE AGREEMENT
In the absence of a Contract, the PO, this Terms and Conditions, together with the attachments, schedules, supplements or other terms specifically referred to in the PO, constitutes the entire agreement between the Supplier and the Buyer.
No other document including the Supplier's proposal, quotation, letters, amendments or acknowledgment, whether verbal or written, forms part of the PO unless specifically agreed to in writing by the Buyer.
In the event of any conflict in any of the documents comprising the PO, the Supplier shall immediately consult the Buyer for a resolution before proceeding with the work. This does not constitute a waiver or release of, any rights and claims against the Supplier arising out of, or relating to, any fraud or duress in connection with the formation of the PO or any breach or anticipatory breach of any previously existing PO between the Buyer and the Supplier (whether or not such previously existing PO related to the same or similar Goods or subject matter as the PO).
Notwithstanding the foregoing, if a Contract covering the procurement of the Goods described in the PO exists between the Buyer and the Supplier, the terms and conditions of the Contact shall prevail and the Terms and Conditions shall not apply to such PO.

<end of terms and conditions>