

Terms and conditions of purchase

1. Definitions

1.1. In these General Clauses of Purchase, the following definitions will apply:

'Address'	means the delivery or performance address stated in a Purchase Order or Purchasing Card Instruction or Order Amendment.
'Authorised'	means signed by one of Our Authorised Officers.
'Authorised Officer'	means Our employee authorised, either generally or specifically, by Us, to sign our Purchase Order, confirmation of which may be obtained from Our Chief Operating Officer.
'Contract'	has the meaning given in Clause 2 below.
A 'Correct Invoice'	shall mean an invoice setting out details we require, quoting Our Purchase Order number and setting out full details of the Goods/Services supplied, the Price and any discounts given.
'Confidential Information'	means information, data and material of any nature which We or You may receive or obtain in connection with the operation of the Contract:- (i) which comprises personal data or sensitive personal data; (ii) which is listed in any Annex to this Contract; (iii) the release of which is likely to prejudice the commercial interests of Us or You respectively; or (iv) which is a trade secret.
'General Clauses of Purchase'	means the terms and conditions set out in this document and any Annexes referred to or attached.
'Goods'	means the goods, materials or articles, described in the Contract and where stated in the Contract, the Services.

‘IP Rights’	means copyright, trade mark, patent, design, design right and all other registered or unregistered intellectual property rights which exist anywhere in the world.
‘Order Amendment’	means Our Authorised order amendment or series of order amendments, each Order Amendment having precedence over any earlier Order Amendment.
‘Package’ or ‘Packaging’	means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
‘Price’	has the meaning given in Clause 3 below.
‘Purchase Order’	means Our Authorised purchase order having these General Clauses of Purchase on its reverse or attached to or sent with it or referring to these General Clauses of Purchase on its face.
‘Purchasing Card Instruction’	means the instruction given by one of our Authorised Officers to supply the Goods or Services, which may be by verbal, telephonic or electronic means.
‘Sale of Goods Act 1957’	shall mean the Sale of Goods Act 1957 as amended or re-enacted from time to time.
‘Services’	means the services or works specified in the Contract;
‘SoW’	means a statement of works;
‘Special Clauses’	means, if applicable, any special terms and conditions included in the Contract, as set out and enclosed herewith.
‘Specification’	includes any specification, scope of work, SoW, terms of reference, plans, drawings or other similar information or instructions relating to the Goods or Services, as notified by Us.
‘We’, ‘Us’ and ‘Our’	means Rumal Reading Sdn Bhd (Company No. 939045-V) a company incorporated under the Companies Act 1965 with its registered address at Suite 1301, 13 th Floor, City Plaza, Jalan Tebrau, 80300 Johor Bahru, Johor.
‘Working Day’	means any day from Monday to Friday, excluding public holidays.
‘You’ and ‘Your’	means the person, firm or company to whom the Purchase Order or Purchasing Card Instruction is addressed and any employees, sub-contractors or agents of said person, firm or company.

1.2. In these General Clauses of Purchase, the headings to clauses are for convenience only and shall not affect interpretation, the singular includes the plural and the converse is true.

1.3. Any Act or Regulations referred to in these General Clauses of Purchase shall be as amended or replaced from time to time.

2. The Contract

- 2.1** You agree to sell and We agree to purchase the Goods and/or Services in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order, any Special Clauses, these General Clauses of Purchase, and any other document (or part document) referred to on the Purchase Order. The Contract shall not include any of Your conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a competent jurisdiction to include Your terms and conditions of sale then in the event of any conflict or apparent conflict these general Clauses of Purchase shall always prevail over Your terms and conditions of sale. Delivery of Goods or performance of Services in response to a Purchase Order or Order Amendment shall be taken to imply that You have accepted the terms and conditions of this Contract.
- 2.2** A Purchase Order or Purchasing Card Instruction constitutes an offer by Us to purchase the Goods and/or Services at the prices mentioned in the Purchase Order and on these Terms and Clauses.
- 2.3** We may from time to time during the Services vary the requirement. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind and changes, in any specified sequence, method or timing of the Services.
- 2.4** No variation or addition to these Terms and Clauses or a Purchase Order or Purchasing Card Instruction shall be binding upon either party unless agreed in writing between Our Chief Operating Officer and Your authorised representative.
- 2.5** Subject to any Order Amendment in accordance with Clause 4 these General Terms and Clauses of Purchase embody the entire understanding of the parties and override any prior promises, undertakings or representations. This provision shall not apply in the case of fraud.
- 2.6** No Purchase Order or Purchasing Card Instruction will be binding on Us unless signed or given by Our Authorised Officer.
- 2.7** Our Purchase Order or Purchasing Card Instruction constitutes an offer on our part and no Contract shall be formed until You either (a) expressly accept by notifying us of your acceptance in writing or (b) impliedly accept by fulfilling a Purchase Order or a Purchasing Card Instruction, in whole or in part.
- 2.8** Any Specification supplied by Us to You or specifically produced by You for Us, together with any IP Rights in it, shall be Our exclusive property. You shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge without your fault.
- 2.9** You agree to supply Us in accordance with the terms of this Contract. You acknowledge and agree that nothing in this Contract restricts Us from contracting with any other party for the supply of the same or similar goods or services. Except as expressly provided, nothing in this agreement is intended to, or shall be deemed to, establish any right in Your favour for exclusive supply, or any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party.
- 2.10** You undertake, both during and after any Contract, that You will not refer to the details of the Contract, use Us as a reference site or name or refer to Us, whether verbally or in any publicity, promotional, advertising or reference material or announcement (or any material having a similar purpose), without Our prior written consent on each occasion. You will procure that your

officers, employees, agents, representatives and any contractors comply with the requirements of this clause.

3. Price

- 3.1 You will sell Us the Goods or supply the Services for the firm and fixed Price stated in the Contract. If no Price is stated in the Contract then the Price shall be a fair price, taking into account prevailing market conditions.
- 3.2 The Price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable). The Price shall also be inclusive of all costs, expenses, duties, levies and profits relating to the provision and performance of the Goods and/or Services.
- 3.3 You may not increase the Price due to increases in costs of materials, labour or transport, fluctuation in exchange rates or any other reason whatsoever.
- 3.4 We shall be entitled to any discount related to volume purchases or prompt payment which are expressly agreed with Us or customarily or usually granted by You.

4. Variations

We shall have the right, before delivery, or performance to send You an Order Amendment, adding to, deleting or modifying the Goods and/or Services. If the Order Amendment will cause a change to the Price or delivery performance date then You must suspend performance of the Contract and notify us without delay, calculating the new Price and delivery or performance date at the same level of cost and profitability as the original Price. You must allow Us at least 10 working days to consider any new Price and delivery or performance date. The Order Amendment shall take effect when but only if Our Authorised Officer accepts in writing the new Price and delivery or performance date within the time You stipulate. If Our Authorised Officer fails to confirm the Order Amendment within the time You stipulate then performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that We may still exercise Our right of cancellation in accordance with Clause 5).

5. Our Right of Cancellation

In addition to Our other rights of cancellation or termination under this Contract, We may for any other reason whatsoever apart from a breach or Default (as defined in Clause 29) on Your part cancel the Purchase Order, Purchasing Card Instruction and/or any Order Amendment thereto at any time by sending You a notice of termination. If You submit a termination claim then We will pay to You the cost of any commitments, liabilities or expenditure which in Our reasonable opinion were a consequence of the cancellation of this Contract at the time of termination. The total of all payments made or due to You under this Contract, including any termination payment, shall not exceed the Price. If You fail to submit a termination claim within three (3) months of the date of termination then We shall have no further liability under the Contract.

6. Performance

- 6.1 The Goods and/or Services shall be provided at the Address during Our agreed business hours. We reserve the right to make alternative arrangements by written notice.
- 6.2 The Goods and/or Services shall be provided on or before the date or within the period stated on a Purchase Order or advised at time of Purchasing Card Instruction or if no date or period is

specified, within a reasonable period provided that We shall be under no obligation to accept provision of the Goods and/or Services before the specified date, but reserve the right to do so. Time shall be of the essence regarding performance and without prejudice to any other rights which We may have We reserve the right to cancel a Purchase Order or Purchasing Card Instruction in the event that the Goods and/or Services are not so provided and to claim damages for any loss incurred in obtaining the Goods and/or Services from a third party.

6.3 If the Goods and/or Services are to be provided by instalments, a Contract shall be treated as a single contract and not severable.

6.4 You shall provide Us with such invoices, advice notes, delivery notes, time sheets, statements and other reasonable documentation as We may from time to time specify. In particular and without limitation: You shall supply Us, on provision of all Goods and/or Services, with all information which is required to enable Us to accept the Goods and/or Services.

7. Quality Description and Warranties

7.1 The Goods and/or Services shall:

- a) conform in every respect with the provisions of the Contract;
- b) be capable of all standards of performance specified in the Contract;
- c) be fit for any purpose made known to You expressly or by implication and in this respect We rely on Your skill and judgement;
- d) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
- e) correspond with their description or any samples, patterns, drawings, plans and Specifications referred to in the Contract;
- f) be of satisfactory quality
- g) comply with any current legislation; and
- h) be performed to the highest standards in the industry with all due care, skill and diligence to Our requirements and satisfaction, with time being of the essence regarding performance.

Unless specifically required under the Contract, You warrant that there shall be no asbestos content in the Goods And You shall indemnify us in respect of any claim, loss, damage, injury, death, costs, expense or liability arising from the breach of this warranty.

7.2 You warrant to Us that the Goods and/or Services:

- a) will comply with any statute, statutory order, directive or regulation or relevant Malaysian and/or British Standards in force at the time of the performance of the Services.
- b) You warrant to Us that the Services will be performed by appropriately qualified and trained personnel with competence and due care and diligence and in accordance with Our instructions for the provision of such Services and will comply in every respect with all relevant Specifications.

7.3 You shall bring to the attention of all Your employees, agents, sub-contractors and representatives involved in any way in the supply of the Goods or the provision of the Services, Our 'Health and Safety Requirements and Contractor's on Site Requirements' (a copy of which may be obtained from Our Chief Operating Officer) and You shall be responsible for ensuring that

such requirements are duly observed by all Your such employees, agents, sub-contractors and representatives.

7.4 We are at all times relying on Your skill and knowledge in the supply of Goods and/or Services in the execution of a Purchase Order.

8. Work on Our Premises

8.1 If the Contract involves the performance of any Services on Our premises then the following conditions shall apply:

8.1.1 You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will adhere in every respect to the obligations imposed on You by current health and safety legislation.

8.1.2 You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will comply with any regulations that We may notify to You in writing.

9. Progress and Inspection

9.1 You shall at Your expense provide any programmes of manufacture and delivery that We may reasonably require. You shall notify Us without delay in writing if Your progress falls behind any of these programmes.

9.2 We shall have the right to check the progress of Your works or the works of any of Your sub-contractors at all reasonable times and to inspect and to reject Goods that do not comply with the Contract. Subject always to Clause 30, Your sub-contracts, if any, shall expressly reserve Our right as contained in this Clause.

9.3 Any inspection, or approval by Us shall not relieve You from Your obligations under this Contract.

10. Packaging

Unless otherwise stated in the Contract, all Packages shall be non-returnable. If the Contract states that Package is returnable, You must give us full disposal instructions before the time of delivery. The Package must be clearly marked to show to whom it belongs. You must pay the cost of all carriage and handling for the return of the Package. We shall not be liable for any Package lost or damaged in transit.

11. Safety

You shall observe all legal requirements in Malaysia in relation to health, safety and environment, and in particular to the marking of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food.

12. Delivery

12.1 The Goods shall be properly packed and firmly secured. They shall be despatched and offloaded by Your or Your carrier's personnel at Your expense to arrive in good condition at the time or times and the place or places specified in the Contract.

12.2 If You or Your carrier deliver any Goods at the wrong time or to the wrong place then We may deduct from the Price any resulting reasonable costs of storage or transport.

13. Late Delivery

If the Goods and/or Services or any part of them are not delivered by the time or times specified in the Contract then We may by written notice cancel any undelivered balance of the Goods or Services. We may also return for full credit and at Your expense any Goods that in Our reasonable opinion cannot be utilised owing to this cancellation. In the case of Services, We may have the services or work performed by alternative means and any additional costs so incurred shall be at Your expense. This shall not affect any other rights that We have.

14. Property and Risk

14.1 You shall bear all risks of loss or damage to the Goods until they have been delivered and You shall take out the appropriate insurance accordingly.

14.2 Ownership of the Goods shall pass to Us when the Goods have been paid in full, or if We make any advance or stage payment, at the time such payment is made, but without prejudice to our right of rejection under this Contract.

15. Acceptance

We shall have the right to reject the Goods or Services in whole or in part whether or not paid for in full or in part within a reasonable time of delivery or performance if they do not conform with the requirements of this Contract. It is agreed that We may exercise the right of rejection notwithstanding any provision contained in the Sale of Goods Act 1957. We shall give You a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, or to re-perform the services within a time-scale acceptable to Us, after which time We shall be entitled to cancel the Purchase Order and purchase the nearest equivalent goods or services elsewhere. In the event of cancellation under this condition You shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights We may have. You must collect all rejected Goods within a reasonable time of rejection or We shall return them to You at Your risk and expense. You shall not be entitled to any payment for part-performed Services.

16. Payment

16.1 Unless stated otherwise in the Contract We shall pay You within thirty (30) days of receipt of a correctly rendered invoice. Your invoice must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number. We shall not be responsible for delays in payment caused by Your failure to comply with Our invoicing instructions.

16.2 Unless otherwise agreed by Us in writing, You shall only be entitled to invoice Us following delivery of the Goods and/or performance of the Services.

16.3 We shall be entitled to set off against the Price any counter-claim or sum which You may owe to Us.

16.4 You shall have no right to charge Us interest (or any other sum in addition to the Price) on any outstanding sum, nor to suspend or withhold delivery of Goods or performance of Services, pending payment of any invoice.

17. Your Warranty

17.1 It is expressly agreed between us that:

17.1.1 You shall promptly make good at Your expense any defect in the Goods that We discover under proper usage during the first twelve (12) months of actual use or eighteen (18) months from the date of acceptance by Us whichever period shall expire first. For the purpose of this Contract, defects shall include those defects that may arise from your faulty design, Your erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of Your obligations whether in this Contract or at law.

17.1.2 Repairs or replacements will themselves be covered by the above warranty but for a period of twelve (12) months from acceptance by Us.

17.1.3 You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least ten (10) years from the date of delivery of the Goods.

18. Indemnity

18.1 You shall indemnify Us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of Ourselves or of any person for whom We are responsible) which shall have occurred in connection with any work executed by You under this Contract or shall be alleged to be attributable to some defect in the Goods and/or Services.

18.2 Without prejudice to the generality of Clause 18.1 You will indemnify us against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur either at common law or by statute (other than as a result of any default or neglect of Ourselves or for any person for whom We are responsible) in respect of personal injury to or death of any of Your or Our employees, agents, sub-contractors or other representatives while on Our premises whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.

18.3 In addition to and without prejudice to the foregoing provisions, You shall indemnify Us in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal expenses) awarded against or incurred by Us as a result of or in connection with:

18.3.1 breach of any warranty or undertaking by You in relation to the Goods and/or Services;

18.3.2 any claim that the Goods and/or Services infringe the industrial or intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by Us;

18.3.3 any statutory liability in respect of the Goods and/or Services;

18.3.4 any act or omission of any of Your personnel in connection with the provision of the Goods and/or Services; or

18.3.5 any injury or other loss caused to any of Our employees or any other person on Our premises, caused by any default or negligence on Your part or on the part of your Your agents, employees or sub-contractors. This indemnity will extend to any civil or criminal action.

This indemnity shall not be prejudiced or waived by any exercise of any of Our other rights and remedies.

19. Insurance

You shall hold satisfactory insurance cover with a reputable insurer to fulfil Your insurance obligations for the duration of this Contract. You shall effect insurance against all those risks arising from Your indemnities in Clause 18. Satisfactory evidence of such insurance and payment of current premiums shall be shown to Us upon request.

20. Recovery of Sums Due

Whenever under the Contract any sums of money shall be recoverable from or payable by You, they may be deducted from any sums then due, or which at any later time may become due to You under this Contract or under any other Contract You may have with us.

21. Matters beyond Control

If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party, (including without limitation any form of Government intervention, strikes and lock-outs relevant to the Purchase Order or Purchase Card Instruction) such performance shall be suspended, and if it cannot be completed within three (3) months after the due date as specified in the Purchase Order or Purchase Card Instruction (or such other period as the parties may agree) then the Contract may be terminated by either party. We shall pay to You such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by You under the Purchase Order or Purchase Card Instruction prior to the termination but only in respect of work that We have received full benefit of as originally contemplated in the Contract. This provision can only have effect if it is called into operation by the party wishing to rely on it by giving written notice to the other to that effect.

22. Articles on Loan and Use of Information

22.1 All tools, materials, drawings, specifications and other equipment and data ('the Articles') loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the Contract. You agree that no copy of any of the Articles will be made without the consent in writing of Our Authorised Officer. Until You return all the Articles to Us they shall be at Your risk and insured by You at Your own expense against the risk of loss, theft or damage (to full replacement valuation). Any loss of or damage to such Articles shall be made good by You at Your expense. All scrap arising from the supply of such Articles must be disposed of by

You at Our direction and all proceeds of sales of such scrap must promptly be paid to us in full.

- 22.2** Any information derived from either party's property or otherwise communicated to the other party in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of the disclosing party, be published or disclosed to any third party, or made use of by the recipient party except for the purpose of implementing the Contract.

23. Intellectual Property

- 23.1** All IP Rights in any software or work ('Data') prepared or supplied by Us to You shall remain Our property.
- 23.2** All IP Rights in all Data prepared or developed by You under or in connection with the Contract shall remain Yours.
- 23.3** All IP Rights in all Data not prepared or developed by You under or in connection with the Contract but which are:
- 23.3.1** already vested in You at the date when the Contract was made and
 - 23.3.2** used by You in connection with the Contract
- shall remain vested in You but You hereby grant a non-exclusive, irrevocable, royalty free licence to both Us and to any third party We have authorised or may in the future authorise to use, copy or modify such Data provided it is to enable Us or such third party to utilise the Data under or in connection with the Contract.
- 23.4** You shall disclose to Us all inventions which You or Your Employees may make in the supply of the Goods or the performance of the Services and which are wholly or substantially based on concepts or data developed or supplied by Us. All IP Rights to such inventions shall vest in Us.
- 23.5** You shall execute all documents and perform such acts as may be reasonably necessary to enable Us to obtain and / or maintain all IP Rights and perfect Our title to any inventions referred to in Clause 23.4 and all Data referred to in Clause 23.1.
- 23.6** You shall ensure that all IP Rights in all Data prepared or developed by any third party under or in connection with the Contract, including permitted sub-contractors, shall become vested in Us.
- 23.7** In respect of any IP Rights vested in any third party data supplied but not prepared or developed under or in connection with the Contract, You shall obtain from such third party (at no cost and expense to Us) such permission, waiver or licence as may be necessary to enable the Goods to be supplied or the Services to be performed and completed and / or the data used, copied or modified by either Us or by any authorised third party.
- 23.8** You waive, and shall procure from any third party the waiver of, the exercise against Us of all moral rights in data that are or become vested in You and / or any third party and/or Us.
- 23.9** The provisions of this Clause shall apply during the continuance of this Contract and after its termination howsoever arising.

24. Ownership of Results and Intellectual Property

24.1 If the Contract involves design and / or development Services:

24.1.1 All rights in the results of Services arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge ('Results') shall be Our property and We shall have the sole right to determine whether any letters patent, registered design, trademark and other IP Right protection shall be sought.

24.1.2 You shall promptly communicate to Us all such Results and shall if requested and at Our expense do all acts and things necessary to enable Us or Our nominee to obtain letters patent, registered designs and other IP Right protection for such Results in all territories and to assign the same to Us or Our nominee.

24.1.3 You shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

24.1.4 The provisions of this Clause shall apply during the continuance of this Contract and after its termination howsoever arising.

25. Infringement of patents

With the exception of Goods made to Our design or instruction, You warrant that neither the Goods nor Our use of them nor the Services or any product of them will infringe any IP Rights or other protected right and undertake to indemnify Us against all actions, claims, demands, costs, charges expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any such right.

26. Right to Work

It shall be your responsibility to comply with all the legal requirements, including but not limited to obtaining in advance all necessary licences, permissions, visas or leave and satisfying all applicable criteria to enter or remain in Malaysia for the purposes contemplated by this Contract.

27. Confidentiality and Freedom of Information

27.1 In respect of any Confidential Information it may receive from the other party ('the Discloser') and subject always to the remainder of this clause, each party ('the Recipient') undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

27.1.1 The Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

27.1.2 The provisions of this clause shall not apply to Confidential Information which:

- a) is in or enters into the public domain other than by breach of the Contract or other act or omissions of the Recipient;
- b) is obtained from a third party who is lawfully authorised to disclose it;

- c) is authorised for release by the prior written consent of the Discloser; or
- d) is required to be disclosed in law.

27.1.3 Nothing in the clause shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any suit, action, proceedings or claim or otherwise by applicable law, or the Recipient's immediate or ultimate holding company or body provided that the Recipient procures that such holding company or body complies with this clause as if any reference to the Recipient in this clause were a reference to such a holding company or body.

27.2 Where practicable and legally permitted, We will consult You in relation to any request for disclosure of Your Confidential Information in accordance with all applicable guidance.

27.3 Save as aforesaid and unless otherwise expressly set out in the Contract, this clause shall remain in force for a period of three (3) years after the termination or expiry of this Contract.

28. Promotion of Contract

You shall not undertake (or permit or allow to be undertaken) at any time, whether before during or after this Contract any marketing, publicity or promotional activity or produce a client list which refers to or discloses the fact of or contents of this Contract or identifies Us to or through the Media, any of Your potential customer or any third party, without Our prior written consent on each occasion. For these purposes Media includes but is not limited to radio, television, newspapers, trade and/or specialist press, websites, the internet, texts, social media, email and any representatives of such media.

29. Non-observance of Clauses/Termination

29.1 In the event You commit or suffer any one of the following events, namely (hereinafter referred to as 'Default'):-

- (i) breach or fail to observe any provision of this Contract;
- (ii) being a company, enter into liquidation whether compulsorily or voluntarily or have a petition presented for the appointment of an administrator or liquidator or compound with Your creditors or have a receiver or administrative receiver appointed of all or any part of Your assets or takes or suffers any similar action in consequence of debt, or being an individual or partnership, shall suspend payment or propose to enter into any composition with creditors or become unable to pay Your debts (or have no reasonable prospect of so doing) or suffer a bankruptcy order or if anything analogous to any of the foregoing occurs in relation to You under the laws of any jurisdiction;
- (iii) Your financial position shall deteriorate to such extent that in Our reasonable opinion Your capability to adequately fulfil Your obligations hereunder has been placed in jeopardy; or
- (iv) cease or threaten to cease to carry on Your business or trade,

then We may give You written notice of such Default and You shall have twenty eight (28) days from receipt of the notice in which to rectify the Default, failing which We shall have the right to give You written notice terminating the Contract with immediate effect and You shall be liable for all loss and damage suffered by Us arising or resulting from the Default

and/or termination. This clause shall be in addition and without prejudice to any other rights and remedies that We may have in law arising or resulting from any Default and/or termination of this Contract.

29.2 Clause 29.1 shall be without prejudice to Our right to cancel a Purchase Order, Purchasing Card Instruction and/or any Order Amendment thereto pursuant to Clause 5.

30. Assignment and Sub-letting

30.1 The Contract shall not be assigned by You nor sub-let or sub-contracted as a whole. You shall not sub-let or sub-contract any part of the Contract without Our written consent, but We shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract. You shall be responsible for all work done and Goods supplied by all sub-contractors.

30.2 We shall not, without Your prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract.

31. Corrupt Gifts

In connection with this or any other Contract between You and Us You shall not give, provide, or offer to Our staff or agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Clause, We shall, without prejudice to any other rights We may possess, be at liberty to terminate this Contract and any other contract immediately by notice and to recover from You any loss or damage resulting from such termination.

32. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect Our right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

33. Notice

All notices and communications required to be given by You or Us in this Contract shall be made in writing and sent by registered post, fax or delivered by hand. Such notices shall be sent to You at Your registered or business address and if sent to Us sent to Our Chief Operating Officer and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting, on the day of hand delivery and, if by fax, immediately upon transmission, provided that a transmission report for the complete message can be produced.

34. Amendment

No addition, alteration or substitution of these Clauses will bind either party or form part of the Contract unless and until accepted in writing by Our Authorised Officer.

35. Protection of the Site

- 35.1** You shall provide all necessary protection of the premises at the Address and of plant, components, goods, materials and consumables and all things at the Address during the provision of the Goods and/or Services.
- 35.2** You shall restrict Your activities solely to the areas of the premises designated by Us.
- 35.3** You shall employ for the provision of the Goods and/or Services, competent personnel to Our reasonable satisfaction. Should We be dissatisfied with the personnel and give You notice thereof in writing, You shall exclude such personnel from the provision of the Goods and/or Services and substitute other personnel in their place.
- 35.4** You shall take all measures which under or by virtue of the provisions of any statutory requirement or the working rules of any industry, are required for the welfare, health, safety and protection of personnel employed at the Address by You (or Your permitted sub-contractors).
- 35.5** We operate a No Smoking policy in all Our buildings and all personnel employed by You (or Your sub-contractors) must comply with this ruling.
- 35.6** Electrical or other equipment belonging to You (or Your sub-contractors) shall not be used without Us having received prior notification and an opportunity to verify its safety.
- 35.7** You shall, in providing the Goods and/or Services, abide at all times with Our work place regulations.
- 35.8** The Goods and/or Services shall be provided in compliance with all applicable statutory requirements, Codes of Practice and Malaysian and/or British Standards.

36. Severability

If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder of the provision in this Contract shall not be affected thereby.

37. Health & Safety and Environmental Protection

- 37.1** You shall comply with all relevant statutory duties relating to health and safety and protection of the environment:
- 37.1.1** in relation to all persons likely to be affected by the execution of a Purchase Order or Purchasing Card Instruction and coming into contact with the Goods and/or Services, take all such steps as may be reasonably practicable to ensure their health and safety;
- 37.1.2** not treat or dispose of any waste as a result of executing a Purchase Order or Purchasing Card Instruction in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with every relevant statutory duty; and
- 37.1.3** during the execution of a Purchase Order or Purchasing Card Instruction take such steps as are reasonably practicable to avoid harm to the environment.

38. Law

38.1 This Contract shall be subject to Malaysian Law and the jurisdiction of the Malaysian Courts.

38.2 The parties shall attempt to settle any dispute between themselves by informal negotiation. If that is not successful, the parties shall refer the dispute to alternative dispute resolution ('ADR') in such manner to be mutually agreed between the parties. If the ADR does not produce a result within 30 days of the reference (or such other period as the parties may agree) or if either party withdraws from or will not participate in ADR, the dispute shall be referred to the non-exclusive jurisdiction of the Malaysian courts.

39. Conflict of interest

39.1 Nothing in the Contract shall prevent You from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Contract provided that such activity does not cause a potential breach of any of Your obligations under this contract.