

## **PURCHASE ORDER - GENERAL TERMS AND CONDITIONS ("TERMS")**

The following General Terms and Conditions ("Terms") is applicable to every Purchase Order (as hereinafter defined) issued by Development Bank of Sarawak Berhad ("DBOS") and only apply to transactions that do not have a written formal agreement, duly executed by both Parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the Parties. In the absence of such a written agreement, duly executed by both Parties, then these Terms provide you ("Vendor") with the guidelines and legal stipulations of your purchase or service order ("Purchase Order") with DBOS for the goods and/or services that are described on the face of the Purchase Order. DBOS and Vendor shall individually in this Purchase Order be referred to as Party and both, as Parties.

### **1. ACCEPTANCE AND TERMS AND CONDITIONS**

Vendor accepts this Purchase Order and any amendments by signing the acceptance copy of the Purchase Order and returning it to DBOS promptly. Even without such written acknowledgment, Vendor's full or partial performance under this Purchase Order will constitute acceptance of these Terms. By acceptance of this Purchase Order, Vendor agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in this Purchase Order. These Terms apply to everything listed in this Purchase Order and constitute DBOS's offer to Vendor, which DBOS may revoke at any time prior to Vendor's acceptance. This Purchase Order is not an acceptance by DBOS of any offer to sell, any quotation, or any proposal. Reference in this Purchase Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Purchase Order, or with delivery of any goods or services under this Purchase Order, or otherwise, will not be binding on DBOS, whether or not they would materially alter this Purchase Order, and DBOS hereby rejects them. These Terms may be modified only by a written document signed by duly authorised representatives of DBOS and Vendor and supplemented to this Purchase Order via Supplemental Agreement.

### **2. DEFAULT**

Time is of the essence of this Purchase Order. DBOS may by written notice of default to Vendor (a) terminate all or any part of this Purchase Order if Vendor fails to perform, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as DBOS may authorise in writing) after receipt of notice from DBOS specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Vendor will continue performance of this Purchase Order to the extent not terminated and will be liable to DBOS for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, DBOS, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Vendor's performance, in which case an equitable reduction in the Purchase Order price will be negotiated. If Vendor for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Purchase Order, Vendor will promptly notify DBOS in writing. If Vendor does not comply with DBOS's delivery schedule, DBOS may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Vendor. The rights and remedies of DBOS provided in this Terms will not be exclusive and are in addition to any other rights and remedies provided by the law, at equity or under this Purchase Order.

### **3. PRICE**

This Purchase Order must not be billed at a price higher than shown on the face of the Purchase Order. If no price is set forth on the front of the Purchase Order,

the goods or services will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, goods and services ordered under this Purchase Order will not be billed at a higher price than last quoted or charged without DBOS's specific written authorisation. DBOS will be entitled at all times to set off any amount owed at any time by Vendor or any of its affiliates to DBOS or any of its affiliates against any amount payable at any time by DBOS in connection with this Purchase Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by DBOS. All applicable taxes arising out of transactions contemplated by the Purchase Order will be borne by Vendor except as otherwise specified by the Parties in writing. If Vendor reduces its prices for such goods and/or services during the term of this Purchase Order, Vendor shall correspondingly reduce the prices of goods and/or services sold thereafter to DBOS under this Purchase Order. The price shall exclude any taxes payable under this Purchase Order. Similarly, any expenses to be incurred by the Vendor as a result of the Purchase Order in complying with the tax law including the payment of all taxes assessed on the Vendor (as any taxes for the performance of this Purchase Order is the cost of the Vendor and DBOS will withhold accordingly on the price).

### **4. INVOICES, PAYMENT AND TAXES**

The Vendor shall bear and pay its own taxes, imposts, royalties, charges and duties as may be levied on the services, supply and delivery of the goods by any relevant government or regulatory bodies from time to time. DBOS shall bear and pay its own taxes, imposts, royalties, charges and duties as may be levied on the purchase and receipt of the goods and services by any relevant government or regulatory bodies from time to time. The Vendor shall invoice DBOS for a period generally accepted by industry practice concerning the type of goods and/or services supplied, after the delivery of goods and/or services are completed. Practically, all invoices shall be prepared on Vendor's official letterhead and the original shall be verified and signed by Vendor authorised personnel prior to submission to DBOS. Any charges made by the Vendor for items reimbursable at actual cost under this Purchase Order or for payments made on DBOS's behalf shall be properly itemized and shall be net of all discounts and allowances, whether or not taken by the Vendor. Invoices must be supported by sufficient original documentation to fully support such reimbursement and permit verification thereof by DBOS. In case of services chargeable on hours worked and expenses incurred (time and material-based agreement) by the Vendor, then the maximum purchase price payable will be the estimate agreed by the Parties in the Purchase Order unless otherwise agreed in writing by DBOS. The Vendor shall state the applicable location of services performed on the invoice. This would also apply for milestone payment. In the case of supply of goods, the Vendor shall state "Supply of Goods" on the invoice. All confirmations, invoices, financial statements/settlements, and billings by the Vendor to DBOS shall reflect properly the facts relating to all activities and transactions handled for DBOS's account. Invoices shall be addressed to DBOS's respective offices and designated officer(s), as prescribed in the Purchase Order. DBOS will make payments of correct and undisputed invoiced items on or before the payment due date after receipt of the invoice, as provided for in the Purchase Order. If the payment due date day falls on Saturday, Sunday or a gazetted public holiday as applicable for the State of Sarawak, then the payment will be made on the next working day which shall be deemed to be the due date for payment. All payments to the Vendor by DBOS Order shall be in Ringgit Malaysia or the agreed currency between both Parties under the Purchase Order. DBOS may dispute an invoice prior to the payment due date and withhold payment for incorrect invoice(s) without the appropriate supporting documentation as required by DBOS in which case only those portions of payment not disputed by DBOS will be released and the rest withheld until the cause or causes for withholding any such payment has/have been remedied or removed by Vendor and satisfactory evidence of such remedy or removal has been presented to DBOS. Otherwise, DBOS may on its own or via a third-party remedy or remove such cause on its own and may deduct the cost including the expenses thereby directly and reasonably incurred by DBOS from any amounts due or owing or which may become due or owing to Vendor under the Purchase Order without prejudice to any other rights and remedies provided

by the law, at equity or under this Purchase Order. Such causes may include but not limited to (a) non-compliance to the terms of the Purchase Order including submission of a Bank Guarantee or copies of insurance policies (including renewal) if so indicated in the Purchase Order, or (b) filing of claims by third party including Vendor's Vendor or service provider against DBOS caused by acts or omissions of the Vendor or failure of the Vendor for any reason whatsoever. Payments made by DBOS under this Purchase Order shall not preclude the right of DBOS to thereafter dispute any of the items invoiced and in no event shall any such payments affect the Vendor. Any payments made shall be without prejudice to any other rights or remedies available to DBOS.

## **5. PACKAGING**

Where applicable, all goods must be packaged in the manner specified by DBOS and transported in the manner and by the route and carrier designated by DBOS. If DBOS does not specify the manner in which the goods must be packaged, Vendor shall package the goods so as to avoid any damage in transit. If DBOS does not specify the manner of delivery, route, or carrier, Vendor shall deliver the goods at the lowest possible transportation rates, consistent with Vendor's obligation to meet the delivery schedule set forth in this Purchase Order.

## **6. INSPECTION**

All goods and services will be subject to inspection and test by DBOS at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made by DBOS in writing as promptly as practical after delivery except as otherwise provided in this Purchase Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Vendor from responsibility for such goods or services as are not in accordance with this Purchase Order nor impose liabilities on DBOS for them. DBOS's payment for the goods shall not constitute its acceptance of the goods. Goods rejected, and goods supplied in excess of quantities ordered may be returned to the Vendor at Vendor's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Vendor. Vendor will provide and maintain an inspection and process control system acceptable to DBOS covering the goods and services ordered. DBOS shall have the right of access to and audit all the Vendor's (and its subcontractors) documents and records related to this Purchase Order. Records of all inspection work by Vendor will be kept complete and available to DBOS during the performance of this Purchase Order and for seven (7) years after Vendor's completion of this Purchase Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, including any applicable drawings and specifications, then DBOS, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Vendor's expense, require Vendor to inspect the goods and remove nonconforming goods and/or require Vendor to replace nonconforming goods or services with conforming goods or services. If Vendor fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to DBOS, DBOS may at its option inspect and sort the goods; Vendor will pay any related costs.

## **7. WARRANTIES**

Vendor represents and warrants that (a) all goods and services are free of any liens, charges, claim or encumbrances of any nature including by any third person and that Vendor will convey clear title to DBOS, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards with due skill and care, using the proper materials and employing sufficiently qualified staff, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by DBOS, (c) all goods sold will be of

merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by DBOS, (d) the prices for the goods or services sold to DBOS under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities, and (e) Vendor shall not act in any fashion or take any action that will render DBOS liable for a violation of any applicable anti-bribery legislation which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or DBOS in retaining or obtaining business or in procuring the goods or services. DBOS's inspection, test, acceptance, or use of the goods shall not affect Vendor's obligations under these warranties. Vendor shall replace or correct, at DBOS's option and at Vendor's cost, defects of any goods not conforming to these warranties. If Vendor fails to correct defects in or replace nonconforming goods within ten (10) days from the date DBOS notifies Vendor of the defect or defects, DBOS may, on ten (10) days prior written notice to Vendor, either (i) make such corrections or replace such goods and charge Vendor for all costs incurred by DBOS, or (ii) revoke its acceptance of the goods in which event Vendor shall be obligated to refund the purchase price and make all necessary arrangements, at Vendor's cost, for the return of the goods to Vendor. All warranties of Vendor herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by DBOS. Any attempt by Vendor to limit, disclaim, or restrict these warranties or any remedies of DBOS, by acknowledgment or otherwise, in accepting or performing this Purchase Order, will be null, void, and ineffective without DBOS's written consent. Where the Vendor is required by law, guidance, and/or goods industry practice to order a product recall ("Requirement to Recall") in respect of the goods, the Vendor shall (i) promptly (taking into consideration the potential impact of the continued use of the goods, service users and DBOS as well as compliance by the Vendor with any regulatory requirements) notify DBOS in writing of the recall together with the circumstances giving rise to the recall; (ii) from the date of the Requirement to Recall treat the goods the subject of such recall as defective goods; (iii) consult with DBOS as to the most efficient method of executing the recall of the goods and use its reasonable endeavors to minimize the impact on DBOS of the recall; and (iv) indemnify and keep DBOS indemnified against, any loss, damages, costs, expenses (including legal costs and expenses), claims or proceedings suffered or incurred by DBOS as a result of such Requirement to Recall.

## **8. INDEMNIFICATION**

Vendor shall indemnify and hold DBOS and its affiliates harmless and, on DBOS's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights (as further provided in Section 14), or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Vendor, any breach by Vendor of any of its obligations hereunder, or any other act, omission or negligence of Vendor or any of Vendor's employees, workers, servants, agents, subcontractors, or Vendors. Vendor shall, on request, pay or reimburse DBOS or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by DBOS or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Vendor will, at its own expense and at DBOS's option, either procure for DBOS the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

## 9. LIMITATION OF LIABILITY

DBOS's aggregate liability arising from or relating to this order is limited to the amount paid by DBOS for the goods and/or services. To the maximum extent allowable under applicable law, DBOS shall not be liable under this order for any special, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues even if DBOS has been advised of the possibility of such damages.

## 10. DBOS'S PROPERTY

Tangible or intangible property of any nature furnished to Vendor by DBOS or specifically paid for in whole or in part by DBOS, and any replacements or attachments, are the property of DBOS and, unless otherwise agreed in writing by DBOS, will be used by Vendor solely to render services or provide goods to DBOS. Vendor will not substitute any property or take any action inconsistent with DBOS's ownership of such property. While in Vendor's custody or control such property will be held at Vendor's risk, will be kept insured by Vendor at its expense for its replacement cost with loss payable to DBOS, and will be subject to removal at DBOS's written request, in which event Vendor will prepare such property for shipment and redelivery to DBOS in the same condition as originally received by Vendor, reasonable wear and tear excepted, all at Vendor's expense.

## 11. CHANGES

At all times DBOS will have the right to make changes to this Purchase Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery by notifying Vendor of such change. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Purchase Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Purchase Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with DBOS as to any claimed adjustment, will excuse Vendor from proceeding with this Purchase Order as changed. Any claim by the Vendor for adjustment under this Section must be in a detailed writing and delivered to DBOS within seven (7) days after the date Vendor receives notification of change. Any change will be authorized only by a duly executed amendment to this Purchase Order. Information, such as technical information or guidance provided to Vendor by representatives of DBOS, will not be construed as a change within the meaning of this Section. If Vendor considers that the conduct of any of DBOS's employees has constituted a change under this Purchase Order, Vendor will immediately notify DBOS in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this Section,

## 12. COMPLIANCE WITH LAWS AND REGULATIONS

Vendor represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations. Vendor shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Purchase Order. Vendor shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

## 13. CONFIDENTIAL OR PROPRIETARY INFORMATION

Notwithstanding any document marking to the contrary, any knowledge or information that the Vendor has disclosed or may later disclose to DBOS, and which in any way relates to the goods or services covered by this Purchase

Order will not, unless otherwise specifically agreed to in writing by DBOS, be deemed to be confidential or proprietary information, and will be acquired by DBOS, free from any restrictions. Vendor will not transmit to DBOS any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Vendor will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by DBOS in connection with this Purchase Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining DBOS's prior written consent. Except as required for the efficient performance of this Purchase Order, Vendor will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of DBOS. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Purchase Order, Vendor will promptly return to DBOS all materials incorporating any such information and any copies, except for one record copy. Vendor agrees that no acknowledgment or other information concerning this Purchase Order and the goods or services provided will be made public by Vendor without the prior written agreement of DBOS.

## 14. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property residing in any information, materials, products and equipment of any nature whatsoever supplied by one Party to the other under this Purchase Order shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property. The Parties agree that all Intellectual Property in all data, specifications, reports, solutions, drawings, know-how, technical information, inventions and technologies developed, obtained, created, written, prepared or discovered by the Parties or by either Party as a result of the performance of the Purchase Order shall reside solely in DBOS and DBOS shall have the exclusive right to protect, exploit and enforce its rights to those Intellectual Property rights. If the Intellectual Property described in the aforementioned belonging to the Vendor is required to exploit such Intellectual Property, then the Vendor shall grant a perpetual, non-exclusive, royalty free license to DBOS in relation to such Intellectual Property. Vendor shall not use, reproduce or disclose to any party any Intellectual Property belonging to DBOS, including those developed, obtained, created, written, prepared or discovered by the Vendor through the performance of this Purchase Order without the prior written approval of DBOS. The Vendor warrants that the information, materials, products and equipment supplied by the Vendor or used by the Vendor in performing this Purchase Order do not infringe the Intellectual Property or any other proprietary rights of any person or entity. In this regard the Vendor agrees to indemnify and hold DBOS harmless against all losses, claims, demands, proceedings, costs, legal fees, damages, charges, and expenses that may arise by reason of any threatened or actual infringement of Intellectual Property or other proprietary rights belonging to any person or entity in the performance of the Purchase Order hereunder, or by reason of the manner in which the same is performed, or through the use by DBOS and/or the Vendor of any information, materials, products and equipment supplied under this Purchase Order. Upon receipt of any claim DBOS shall promptly notify the Vendor and allow the Vendor to control the defence, settlement or compromise thereof however if the Vendor does not take the necessary action to defend DBOS in a satisfactory manner, DBOS shall take over the control of the defence, settlement or compromise thereof. The DBOS shall provide the Vendor on request, all needed information, assistance and authority to enable the Vendor to defend the claim.

## 15. WORK ON DBOS'S PREMISES

If Vendor's work under this Purchase Order requires Vendor to be on the premises of DBOS or at DBOS's direction, Vendor will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures or other requirements of DBOS.



## 16. INSURANCE

Where applicable, Vendor will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by DBOS, as well as appropriate Workers' Compensation insurance as will protect Vendor from all claims under any applicable workers' compensation and occupational disease acts. At DBOS's request, Vendor will furnish to DBOS a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming DBOS as an additional insured, and containing a covenant that such coverage and will not be canceled or materially changed until ten (10) days after prior written notice has been delivered to DBOS.

## 17. TERMINATION

(i) DBOS may terminate all or any part of this Purchase Order for convenience at any time by written notice to Vendor. Upon such termination, DBOS's liability will be limited to reasonable termination charges mutually agreed by Vendor and DBOS, provided that Vendor must specify any proposed charges in writing within fourteen (14) days after termination; (ii) This Purchase Order shall terminate automatically, without notice, if Vendor becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors. or goes into liquidation other than for the purpose of reconstruction or the ownership or control of the Vendor is being materially altered; (iii) For default by Vendor under this Purchase Order.

## 18. TAXES

All taxes, duties, levies, imposts and other charges, in relation to this Purchase Order, whether or not in effect on the date of this Purchase Order, but are imposed, directly or indirectly, prospectively or retrospectively by the relevant government or regulatory bodies, shall be borne by the respective Party. DBOS shall have the right to withhold taxes from payments due to the Vendor under this Purchase Order to the extent that such withholding may be required by the relevant tax authorities and such payment will relieve DBOS from any further obligation to the Vendor with respect to the amount so withheld. For avoidance of doubt, "Tax" or "Taxes" as mentioned above shall include but not limited to all income, profit, withholding tax, stamp duty, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that maybe imposed by law, regulations or trade union contracts, which are enforced by or on behalf of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on any applicable tax legislation within the duration of this Purchase Order, excluding Customs Charges, Sales & Services Taxes and Value Added Taxes.

## 19. MISCELLANEOUS

(a) **NON-ASSIGNMENT:** Assignment of this Purchase Order or any interest in it or any payment due or to become due under it, without the written consent of DBOS, will be void.

(b) **TRANSFER OF RISK AND TITLE:** Title and risk of loss shall not pass to DBOS until delivery of the goods to the location designated on the face of this Purchase Order and acceptance by DBOS. If DBOS rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Vendor. The responsibility for freight damaged merchandise will be assumed by Vendor. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Vendor.

(c) **ANTICIPATION OF DELIVERY SCHEDULE:** Unless otherwise agreed in writing, Vendor will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet DBOS's delivery schedule. Goods transported to DBOS in advance of schedule may be returned to Vendor at Vendor's expense.

(d) **NON-EXCLUSIVITY:** This Purchase Order is non-exclusive and DBOS reserves the right to engage other Vendors to perform similar or identical services and/or supply similar or identical goods. DBOS will have no obligation to request quotations or place orders with Vendor, both of which will be in DBOS's sole discretion. DBOS acting in its sole discretion will determine the actual quantity of goods or services to be purchased.

(e) **FORCE MAJEURE:** Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under the Purchase Order if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that Party which by its nature could not have been foreseen by such a Party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Vendor from supplying the goods and/or services for more than thirty (30) days, DBOS shall have the right, without limiting its other rights or remedies, to terminate this Purchase Order with immediate effect by giving written notice to the Vendor.

(f) **REMEDIES:** Each of the rights and remedies reserved to DBOS in this Purchase Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by DBOS in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by DBOS shall be deemed to be a waiver of any such right or remedy.

(g) **PUBLICITY:** Vendor will not use DBOS's name or logo in publicity, advertising, or similar activity, except with DBOS's prior written consent. Vendor will not disclose the existence of this Purchase Order or any of its respective terms to any third party without DBOS's prior written consent.

(h) **DOCUMENTATION:** It is agreed that all technical documentation and other literature necessary for the proper use of the goods or services will be provided to DBOS with the goods or services, unless otherwise directed by DBOS, and its cost is included in the price.

(i) **GOVERNING LAW:** This Purchase Order, these Terms, and all related transactions, will be interpreted under and governed by the laws of Malaysia.

(j) **DISPUTE RESOLUTION:** Any dispute, including any question regarding its existence, validity or termination, between the Parties as to the performance of this Purchase Order or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably within thirty (30) days from the notice of dispute is sent to a Party by the other Party, shall be referred to under the Asian International Arbitration Centre ("AIAC") Arbitration Rules by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Kuala Lumpur. The procedural law of this seat applicable to international arbitration proceedings shall apply where the Rules are silent. The language to be used in the arbitration proceedings shall be English.

(k) **SURVIVAL:** Vendor's obligations under Sections 6, 7, 8, 9, 10, 12, 13, 14 and 19 (f), (i), (j), (k), (l), (n), (p), and (q) will survive any termination of this Purchase Order.

(l) **WAIVER; MODIFICATION:** No claim or right arising out of a breach of this Purchase Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved Party. The failure of DBOS to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of DBOS thereafter to enforce each and every such provision. This Purchase Order can be modified or rescinded only by a writing signed by authorised representatives from both Parties.

(m) **NOTICES:** All notices, consents, waivers, and other communications required or permitted to be given pursuant to this Purchase Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after delivery via registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to DBOS shall be sent to the address of DBOS address prescribed in the Purchase Order and to the attention of the person described thereunder, and to Vendor at its address as set forth in this Purchase Order, or at such other address as either Party may designate in writing to the other Party.

(n) **DBOS ANTI-CORRUPTION FRAMEWORK:** DBOS is committed to conducting its business in an ethical and legal manner. In this regard, Vendor

shall in the performance of this Purchase Order comply with the relevant parts of the DBOS Anti-Bribery and Corruption Framework, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by DBOS from time to time in the performance of the works. Reference to the DBOS Anti-Bribery and Corruption Framework, can be obtained from DBOS' Corporate Website.

**(o) HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENT:**

Where applicable, the Vendor shall comply with all applicable Health, Safety and Environment ("HSE") laws and regulations pertaining to safety, health, environment protection and fire protection, which are applicable to the location where the works are being carried out. The Vendor shall also comply at all times with the requirements as set forth by DBOS and any special instructions and all requirements stipulated in this Purchase Order. These requirements are intended to supplement any known or ought to be known laws and regulations applicable at the location where the works are being carried out. The Vendor shall take all necessary HSE control and recovery measures related to or arising out of the performance of this Purchase Order in order to protect the works, the personnel and property of DBOS, the Vendor, subcontractor, all third parties and public from the hazards and risks associated with the planning and execution of the works.

**(p) SEVERABILITY:** If any provision of this Purchase Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Purchase Order.

**(q) PARAGRAPH TITLES:** The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of this Purchase Order.

**(r) ENTIRE AGREEMENT:** Provided that there is no written agreement, duly executed by both Parties, applying to the transaction, this Purchase Order, with such documents as are expressly incorporated by reference, is intended by the Parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the Parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection.

**(s) PERSONAL DATA:** Where Vendor in the performance of the Purchase Order processes Personal Data, then Vendor agrees and warrants that Vendor shall: (a) comply with all privacy and data protection law and regulations applicable to its performance of the Purchase Order; (b) Process Personal Data only (i) on behalf of and for the benefit of DBOS, (ii) in accordance with DBOS's instructions, and (iii) for the purposes authorised by this Purchase Order or otherwise by DBOS, and (iv) in so far necessary for the performance of the Purchase Order and as permitted or required by law; (c) maintain the security, confidentiality, integrity and availability of the Personal Data; (d) implement and maintain appropriate technical, physical, organisational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorised access to, or acquisition or use of or unlawful processing of such Personal Data; and (e) promptly inform DBOS of any actual or suspected security incident involving the Personal Data. To the extent that Vendor allows a subcontractor to process the Personal Data, Vendor shall ensure that it binds such subcontractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Clause 19(s).

Vendor shall, upon the termination of the Purchase Order, securely erase or destroy all records or documents containing the Personal Data. Vendor accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Vendor fails to erase or destroy the Personal Data upon termination of the Purchase Order. Vendor shall indemnify and hold harmless DBOS, their officers, agents and personnel from any damages, fines, losses and claims arising out of Vendor's (including its subcontractor) breach of these clauses.

- **End of Document** -