Unless specifically stated otherwise, the following clauses shall form the terms and conditions of the Agreement as defined herein. Vendors shall be deemed to have agreed to be bound by this terms and conditions by accepting the Purchase Order.

1. **DEFINITION**
   1. ,ordherein
   2. refers to the document stating the Goods, Services and/or Works to be delivered or completed, issued
   3. PURCHASER shall mean Solar Gas Sdn Bhd.
   4. VENDOR shall mean the person or entity addressed in the Purchase Order responsible for the supply of Goods and/or performance of the Services or Work for PURCHASER.
   5. Goods shall mean the goods, materials, supplies, equipment or other items. Services shall mean services which are to be performed. Goods and/or Services
   6. Delivery Date shall mean date where Goods and Services or Work are to be delivered and/or completed.
   7. Site shall mean delivery point and/or place or places for delivery or completion of the Goods and/or Services or Work.
   8. Quotation shall be the description of the Goods/Services and the cost for the particular Goods/Services.
2. **CONFIRMATION**

2.1 PURCHASER has an absolute discretion to cancel or vary the Purchase Order at any time without any liability against any losses, costs, expenses or damages that may be incurred by VENDOR pursuant to such cancellation or variation.

2.2 Goods must be shipped or delivered as per instruction and must conform in all respects with requirements as to quantity and material and specification stated in the purchase order.

2.3 Goods supplied against this order are subject to our inspection and approval.

2.4 Goods shall be returned to the Vendor or Contractor if found not satisfactory and/or not conforming with 2.2

2.5 We reserve the rights to cancel this order if the goods or services are not delivered within the time specified.

2.6 Purchase Order No. must be stated in all documents eg Delivery Notes, Invoice, Receipt, Bills of Lading etc.

1. **DELIVERY**
   1. The supply and delivery of the Goods and/or the performance of the Works and Services shall be governed by and construed in accordance with the payment and delivery terms.
   2. The VENDOR shall ensure that the Goods are delivered to the Site and/or Services performed by the scheduled Delivery as stated herein.
   3. Without prejudice to the VENDOR’s obligation to deliver the Goods and/or perform the Works and Services within the stipulated time, the VENDOR shall immediately notify PURCHASER in writing of any delay.
   4. Notwithstanding any other rights and remedies available to PURCHASER under this Agreement or otherwise, PURCHASER may cancel or vary the Purchase Order upon receiving the above notice from the VENDOR or upon VENDOR's failure to deliver the Goods and/or to perform the Services on or before the scheduled Delivery Date or such other date as may be subsequently agreed by parties without any liability against any losses, costs, expenses or damages that may be incurred by VENDOR pursuant to the cancellation or variation of the Purchase Order.
   5. VENDOR shall at all times, manage the progress of the Work to ensure compliance with the Delivery Date and shall provide evidence of the progress of the Work upon PURCHASER’s request. In the event that PURCHASER is of the reasonable view that the Delivery Date will not be met by VENDOR, PURCHASER shall have the right (but not the obligation) to instruct the VENDOR to accelerate the Work as the case may be and the VENDOR shall at their own cost and expense, adhere to PURCHASER’s instructions.
   6. Nothing contained herein shall preclude PURCHASER’s right, at any time during the continuance of this Agreement, to reject the whole Work or any part thereof in the event the Work or part thereof do not comply with the requirements of this Agreement.
2. **INSPECTION** 
   1. All Goods and/or Services will be subject to and shall be made available for inspection by the PURCHASER and/or any third party appointed by the PURCHASER at any time at VENDOR’s workplace or at any other places where such Goods and/or Services are situated.
   2. The Goods and/or Services shall be subject to further inspection by PURCHASER upon delivery to PURCHASER at the Site.
   3. Any inspection or failure to inspect or failure to detect defects by the PURCHASER and/or any third party appointed by the PURCHASER will neither relieve VENDOR from responsibility for such Goods and/or Services as are not in accordance with this Agreement nor impose liabilities on PURCHASER for them. PURCHASER's payment for the Goods and/or Services shall not constitute its acceptance of the Goods and/or Services.
3. **TERMS OF PAYMENT**
   1. Payment will only be made upon invoice by the VENDOR to the bank account according to the agreed terms of payment as stated herein.
   2. Notwithstanding Clause 5.1 above, PURCHASER shall have right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this terms and conditions nor shall any interest be charged on such amounts.
4. **RECOVERY OF SUMS DUE FROM THE VENDOR**

Whenever under this Agreement any sum of money shall be recoverable from or payable by the VENDOR to PURCHASER, such sum may be deducted from any sums due to the VENDOR under this Agreement or any other contract with PURCHASER provided that this provision shall not affect any other remedy by action of law or otherwise to which PURCHASER may be entitled for the recovery of such monies.

1. **CHANGE**

PURCHASER reserves the right at any time to make changes to this Agreement or any part thereof. If such changes cause an increase or decrease in VENDOR’s cost or delivery time as the case may be, VENDOR shall promptly notify PURCHASER and subject to the written agreement of PURCHASER, an equitable adjustment will be made accordingly. No changes or modification to the items, specifications, terms, conditions and prices appearing in this Agreement shall be binding upon the PURCHASER unless expressly agreed in writing by the PURCHASER. VENDOR shall notify the PURCHASER in the event that any Goods and/or Services ordered are affected by changes in drawings, specifications or design and VENDOR shall not without prior written consent by the PURCHASER incorporate any such changes.

1. **PASSING OF RISK & TITLE** 
   1. Unless otherwise stated in the Purchase Order, risk of loss of and damages to the Goods and/or Services shall not pass to PURCHASER until they are delivered at the location and time specified in the Purchase Order and accepted by the PURCHASER. If PURCHASER rejects the Goods and/or Services or revokes its acceptance, such risk of loss and damages shall be deemed to have remained with VENDOR.
   2. The title of the Goods and/or Services shall pass to PURCHASER upon delivery of the Goods and/or Services to the PURCHASER or upon payment to VENDOR, whichever is earlier.
   3. The operation of this Clause 8 shall not affect the right of the PURCHASER to reject the Goods and/or Services in accordance with Clause 9 herein.
2. **ACCEPTANCE & REJECTION** 
   1. If the Goods and/or Services delivered and/or performed by the VENDOR do not conform with this Agreement whether by reasons of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required or do not satisfy PURCHASER's requirements, the PURCHASER shall have the right to reject such Goods and/or Services within a reasonable time from the date of delivery and to purchase the Goods and/or Services from the other vendor(s) and to claim for any additional expense incurred without prejudice to any other rights which the PURCHASER may have against the VENDOR. PURCHASER's payment for the Goods and/or Services shall not constitute its acceptance of the Goods and/or Services and shall not prejudice the PURCHASER’s right to reject the Goods and/or Services.
3. **TERMINATION**
   1. *For Default:*

In the event of any breach of any of the terms and conditions of this Agreement by the VENDOR including failure to deliver the Goods and/or Services in accordance to the Delivery Date, the PURCHASER may without prejudice to any other rights it may have in law, terminate this Agreement and at PURCHASER's liberty return the Goods and/or Services supplied by the VENDOR under this Purchase Order.

* 1. *For Liquidation or Reconstruction:*

This Purchase Order may be terminated as follow:

1. By PURCHASER with immediate effect if the VENDOR goes into liquidation other than for the purpose of reconstruction, becomes insolvent or makes any arrangement with creditors or has any form of execution levied against his goods or commits any act of bankruptcy.
2. By PURCHASER in the event of the ownership or control of the VENDOR being materially altered.
   1. *For Convenience:*

This Purchase Order may be terminated at any time by PURCHASER by giving notice in writing to VENDOR. On receipt of such notice the VENDOR will cease production or delivery of the Goods and/or Services. PURCHASER shall pay a fair and reasonable price for all Goods and/or Services in a deliverable state at the date of the termination, together with such other charges occasioned directly by the termination as the PURCHASER shall consider reasonable.

1. **LIABILITY AND INDEMNITY**

VENDOR shall be responsible for and shall indemnify and hold harmless PURCHASER and its personnel or agents from and against all claims, liability, proceeding, demands, causes of action, damages, losses, costs (including legal costs), penalties, fines and other expenses arising from or relating to the performance or non-performance by VENDOR of this Purchase Order (including without limitation to any injury or death of any persons or losses or damages to any property due to or arising from any negligence, acts or omissions of VENDOR).

1. **INTELLECTUAL PROPERTY AND INDEMNITY** 
   1. Data of any kind, such as patterns, sketches, models and the likes shall be returned to PURCHASER at the VENDOR’s expense as soon as they are no longer necessary for the completion of the Work. Intellectual property and ownership in all designs provided by, or items and materials produced according to the specifications of the PURCHASER shall remain with the PURCHASER and shall not be made available to any third party.
   2. The VENDOR warrants, represents and covenants that the Goods and/or Services supplied do not and shall not contravene any third party intellectual property or other proprietary rights. The VENDOR shall further indemnify and hold PURCHASER harmless from and against any claims, liability, proceeding, demands, causes of action, damages, losses, costs (including legal costs), penalties, fines and other expenses incurred by reason of any infringement or alleged infringement of any intellectual property or other proprietary rights including any legal costs or expenses arising thereto.
2. **LICENCE AND PERMIT**

If execution of the Purchase Order requires any license or other permit to be issued in the country of shipment and/or origin, the Purchase Order shall be conditional upon such license or other permit being valid at the time.

1. **WARRANTY** 
   1. The Vendor warrants, represents and covenants that all Work (and any part thereof) shall conform to the specifications, drawings, or other descriptions referred to in the Purchase Order and shall be merchantable and free from defects in workmanship, materials and design, and shall perform as specified, and to the extent that the VENDOR has stated the purpose for which the Work are intended, shall be fit for such purpose. These warranties shall be in addition to any other warranties specified herein or implied by law.
   2. VENDOR warrants, represents and covenants that it and its personnel, employee, agent, contractors or consultants are qualified and able to and shall perform the Work promptly, professionally and competently using all the skills and diligence expected from a skilled professional carrying out similar works and services. VENDOR further warrants, represents and covenants that it shall perform the Work pursuant to all applicable laws, internationally accepted professional standards and good industry practice.
   3. Without prejudice to any rights and remedies under the Purchase Order or whether implied by statute or otherwise which the PURCHASER may have, the VENDOR undertakes at the PURCHASER’s option, either to repair or replace or refund the cost of any of the Goods and/or Services which fail or are found to be defective within the agreed period.
2. **CONFIDENTIALITY**

Save as may be required by operation of law or for performance of the obligations hereunder, any Purchase Order placed by the PURCHASER including all accompanying designs, drawings, specification and information shall be treated as strictly confidential by the VENDOR and shall not be disclosed to any other person, in particular the VENDOR shall not make use the PURCHASER’s name or the name of any companies associated with the PURCHASER for publicity purposes without the written consent of the PURCHASER.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the VENDOR agree to submit to the exclusive jurisdiction of the Malaysian Courts.

1. **ACCEPTANCE OF TERMS AND CONDITIONS & SPECIAL CONDITIONS**
   1. The VENDOR's acknowledgment of the Purchase Order or the VENDOR's commencement of Works (whichever occurs first) constitutes acceptance of this Agreement and all of its terms and conditions.
   2. Where special conditions are stated on the Purchase Order those conditions shall apply equally with the general terms and conditions herein except where there is any inconsistency between the general terms and the special condition, the special condition shall prevail.
   3. No other document or any prior communication or correspondence, including but not limited to the VENDOR’s proposal and quotation will be construed as part of this Agreement, unless specifically agreed to in writing by the PURCHASER.
2. **OCCUPATIONAL HEALTH & SAFETY** 
   1. Where Services is being provided by VENDOR on a property occupied by PURCHASER, the VENDOR shall be responsible for the safety of the property and all persons who may be affected by performance of the VENDOR and the VENDOR shall comply with all PURCHASER’s safety regulations and procedures.
   2. VENDOR must ensure that the Goods and/or Services supplied meets all the governmental safety and environmental regulations as they apply to the country of manufacture and sale.
   3. VENDOR shall adhere to all instruction in regards to the safety regulations and procedures from the site HSE personnel and must ensure the necessary work; permit, licenses, certificates etc shall be submitted for endorsement.
3. **DRAWING AND/OR SPECIFICATION** 
   1. Where drawings and/or specifications are provided to the VENDOR by PURCHASER, the Works must conform to the requirements prescribed therein.
4. **PACKING AND MARKINGS** 
   1. Goods supplied must be properly packed to withstand handling and storage. Hazardous goods must have prominent warnings displayed on all packages and documents.
5. **PRICE** 
   1. The price shown on the Purchase Order shall be the firm and fixed delivered price to the place specified by PURCHASER and shall be deemed to include costs of goods, packing, transportation, insurance, unloading and other ancillary cost necessary to perform all services and obligations under this Agreement.
   2. Price shall include taxes, duties or charges, present and future, imposed by the Government of Malaysia, state governments or any foreign jurisdiction having the power to tax.
6. **COMPLIANCE WITH LAWS**

VENDOR represents, warrants and covenants that it is and all Goods and/or Services supplied hereunder have been produced or provided in compliance with the applicable laws 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 organisation required in connection with the manufacture, performance, completion or delivery of any Goods and/or Services.

1. **CONFLICT OF INTEREST DECLARACTION (COI), KUB GROUP CODE OF CONDUCT AND BUSINESS ETHICS (CoBE) AND ANTI-CORRUPTION AND BRIBERY CODE (ABC)**
   1. VENDOR represents that it is aware of and shall comply with KUB's COI, CoBE and ABC. VENDOR shall be responsible to inform itself of KUB's COI, CoBE and ABC as may be published and updated from time to time.
   2. PURCHASER shall without prejudice to any other rights PURCHASER may have, terminate this Agreement in the event of any breach of this condition by VENDOR and/or the VENDOR's personnel.
2. **WAIVER**
   1. No failure or delay by the PURCHASER in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
3. **SUB-CONTRACT, ASSIGNMENT AND NOVATION**

Unless otherwise agreed in writing, the VENDOR shall not novate, assign or sub-contract all or any portion of the supply of Goods and/or Services to any third party. Where novation, assignment or sub-contract is allowed, the VENDOR shall remain responsible for the discharge of such obligations or liabilities and this Agreement shall be binding on the respective successors in title and permitted assigns of the VENDOR.

1. **SUSPENSION**

The PURCHASER may suspend the supply of Goods and/or performance of Services at a time without giving any reason thereto by giving a written notice to the VENDOR whereupon the supply period shall, at the option of the PURCHASER, be automatically extended for the same period without any additional cost.

1. **GREEN PROCUREMENT**

The VENDOR shall use environmentally preferred Goods and/or Services in support of Green Procurement and sustainability, where applicable.

1. **TAX**
   1. The price quoted by the VENDOR for any taxable supplies or services to be made under this Agreement shall be inclusive of Goods and Services Tax (GST) or Sales and Services Tax (SST) where applicable, if any.
   2. If the VENDOR is liable for GST or SST as contemplated by Sub-Clause 28.1 then the VENDOR shall:
2. issue a tax invoice in the format required by the applicable law for the provision and/or performance of the Works to enable for a GST or SST claim and refund;
3. provide the PURCHASER information that may be reasonably required to establish its liability for GST or SST; and
4. do such things and provide such information and documents as may reasonably be required by the PURCHASER to enable PURCHASER to claim input tax credit under the GST or SST law.
   1. Where costs incurred by one party are to be reimbursed by another, the amount to be reimbursed shall be calculated net of any GST or SST input in respect of the cost incurred.
5. **LIQUIDATED DAMAGES**
   1. Without prejudice to the other rights and remedies available to PURCHASER under this Agreement or otherwise, in the event the Delivery Date is not met by the VENDOR, the VENDOR shall pay PURCHASER a sum as stated in the Purchase Order or if no sum is stated in the Purchaser Order, a sum stated in Clause 29.2 as liquidated damages (which the VENDOR and PURCHASER hereby agree shall not be considered a penalty).
   2. If no sum is stated in the Purchase Order, the sum to be paid by VENDOR to PURCHASER as liquidated damages shall in the amount calculated at 0.1% of the Purchase Order price per day for each day of delay (pro-rated), up to a maximum of 10% of the Purchase Order value.
   3. The liquidated damages stated in this Clause 29 shall be deemed to be the actual loss or damage which PURCHASER will suffer in the event that the VENDOR fails to deliver the Works on the Delivery Date. The VENDOR agrees to pay to PURCHASER the said amount(s) if the same becomes due without the need for PURCHASER to prove actual damage or loss.
   4. The VENDOR hereby acknowledges and agrees that any such delay will significantly affect the PURCHASER's business and that it is or would be difficult to assess the loss and damage sustained or to be sustained by PURCHASER arising from any such delay. Therefore, it is hereby agreed that the amount of such liquidated damages is a genuine pre-estimate and reasonable compensation to PURCHASER in the event of such delay.
6. **FORCE MAJEURE**
   1. Neither the VENDOR nor PURCHASER shall be liable for failure of performance due to events beyond its control such as natural disasters, war, insurrection, rebellion, act of sabotage by an extremist or public enemy, or pandemic (“Event of Force Majeure”).
   2. If delivery of Goods and/or Services are expected to be delayed by an Event of Force Majeure, the VENDOR shall immediately notify PURCHASER in writing and PURCHASER may either: (i) extend time for performance; or (ii) terminate all or part of the uncompleted portion of this Agreement at no cost to PURCHASER.
   3. Financial distress is not an Event of Force Majeure.
7. **SEVERABILITY**

If any term or provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction.

1. **SURVIVAL OF PROVISIONS**

Without intending to exclude other provisions of this Agreement that by their nature may so survive, the provisions on liabilities and indemnities, intellectual property, and confidentiality shall expressly survive the expiration or termination of this Agreement.

1. **COST**

Each party shall bear its own legal cost for the preparation of the Agreement (if any) but the stamp duty thereon (if required) shall be borne and paid by the VENDOR.

1. **INDEPENDENT CONTRACTOR**

VENDOR hereby agrees that (a) it is engaged in an independent business and will perform its obligations in this Agreement as an independent contractor and not as the agent or employee of PURCHASER; (b) it does not have the authority to act for PURCHASER or to bind PURCHASER in any respect whatsoever, or to incur any debts or liabilities on behalf of PURCHASER; (c) it shall be solely responsible for all acts of its employees, agents and sub-contractors performing any Works pursuant to this Agreement; (d) it shall be solely responsible for all matters relating to payment of its employees, servants, agents, and/or sub-contractors including, without limitation, compliance with workmen’s compensation, personal accident insurance, personal income tax, dues or levies and work permits. VENDOR shall indemnify and hold PURCHASER harmless from any claims, demands, liability, causes of action, proceedings, losses, damages, costs (including legal costs), penalties, fines and other expenses arising out of VENDOR’s liability to its employees, servants, agents and/or sub-contractors.

1. **CARE OF SITE (IF APPLICABLE)**

VENDOR shall be deemed to have inspected and examined the Site, and its surroundings and to have obtained all necessary information, and to have been satisfied before submitting quotation or proposal prior to acceptance of this Purchase Order.

**ACKNOWLEDGEMENT AND ACCEPTANCE**

We, the appointed vendor/contractor have read and fully understood the contents of the General Terms and Conditions, and hereby confirm that we fully accept and agree unconditionally to all the terms and conditions herein.

Based on the above, the undersigned, a duly authorised representative hereby unconditionally agree, consent, and accept the Purchase Order.

**For and on behalf of**

Name of Company :

Company Registration No :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name :

Position:

Date:

Company Stamp

**Witnessed by**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name :

Position:

Date:

Company Stamp