

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER / SERVICE ORDER

This document is a general terms & conditions of **Purchase Order** (hereinafter referred to as "**PO**") or **Service Order** (hereinafter referred to as "**SO**") issued by the PO/SO Issuing Entity to a person or persons, partnership firm or company and includes vendor's personnel, representative(s), successor(s) and permitted assignee(s) (hereinafter referred to as "**VENDOR / SUPPLIER / SERVICE PROVIDER**") for a supply or provision by VENDOR / SUPPLIER / SERVICE PROVIDER of the goods or services as specified in the PO/SO and the VENDOR/ SUPPLIER / SERVICE PROVIDER agrees to comply with the terms & conditions hereunder.

For this purpose:-

- i. "UMW-OG" means UMW Oil & Gas Corporation Berhad;
- ii. "UMW-OG Group" means (i) UMW-OG and its Affiliated Companies and successors and assigns;
- iii. "Affiliated Company or Affiliated Companies" with respect to any person means any other person which controls, is controlled by, or is in common control with, such first person, for which purpose "control" shall mean: (i) a company is directly controlled by another company or companies if that later company owns or those later companies together own fifty percent or more of the voting rights attached to the issued share capital of the first mentioned company carrying the right to vote at a general meeting of the said company;
- iv. "PO/SO Issuing Entity" is an Affiliated Company of UMW-OG that issues the PO/SO to the VENDOR/ SUPPLIER/ SERVICE PROVIDER.

Unless otherwise specified, all prices, sums rates and third party margins are firm and definitive. PO/SO number shall be indicated on all correspondence and invoices.

1. SUPPLY OF GOODS

The VENDOR / SUPPLIER / SERVICE PROVIDER must supply the goods to PO/SO Issuing Entity in accordance with the specification and otherwise in accordance with these terms and conditions. The VENDOR / SUPPLIER / SERVICE PROVIDER must deliver the goods to the delivery point by the time of the delivery. Delivery will not be taken to have occurred until delivery is acknowledged in writing by PO/SO Issuing Entity.

2. PROVISION OF SERVICES

The VENDOR / SUPPLIER / SERVICE PROVIDER must provide the services to PO/SO Issuing Entity in accordance with the specification of this PO/SO and must:-

- (a) Complete the services by the completion date and/or any other dates for delivery specified in the PO/SO;
- (b) Provide the services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent expert and experienced provider of services that are similar to the services;
- (c) Ensure the highest quality of work and the delivery of services

with utmost efficiency;

- (d) Act in good faith and in the best interests of PO/SO Issuing Entity; and
- (e) Provide any and all equipment necessary for the performance of services.

3. LIABILITY

VENDOR / SUPPLIER / SERVICE PROVIDER shall be liable for any loss or damage incurred by PO/SO Issuing Entity due to VENDOR / SUPPLIER / SERVICE PROVIDERs and/or his suppliers' non-compliance with the terms and conditions of the PO/SO. The VENDOR / SUPPLIER / SERVICE PROVIDER must indemnify PO/SO Issuing Entity and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a DIRECT RESULT of any failure to provide the goods or services in accordance with these terms and conditions or any other breach of the PO/SO. Neither VENDOR / SUPPLIER / SERVICE PROVIDER nor PO/SO Issuing Entity shall be liable one to the other (including their affiliates, employees, officers, directors and other contractors) in respect of indirect, special or consequential damages or losses including but not limited to loss of product, loss of business opportunity, and loss of profit, whether actual or anticipated and each party shall defend, indemnify and hold the other harmless therefrom.

VENDOR/SUPPLIER/SERVICE PROVIDER may not make a claim or bring proceedings relating to, arising out of or otherwise under this document against any UMW-OG Group including its members, shareholders, directors, officers or employees of UMW-OG Group except that any proceeding or claim under this document shall only be to PO/SO Issuing Entity.

4. LIENS AND CLAIMS

VENDOR / SUPPLIER / SERVICE PROVIDER shall defend, indemnify and hold PO/SO Issuing Entity harmless from and against all liens and claims that attach to the goods or services and all costs, damages and expenses incidental thereto. PO/SO Issuing Entity shall have the right to settle any such liens and claims and to deduct from the PO/SO price all costs of settlement.

5. INVOICING

Invoices together with supporting documents shall be made out in one original, clearly stamped as original, and one copy and sent to PO/SO Issuing Entity office as following details to be described:

- a. PO/SO Issuing Entity : **As PO/SO Issuing Entity**
- b. PO/SO Issuing Entity Address : **As PO/SO Issuing Entity**
- c. PO/SO Issuing Entity PO No. : **As PO/SO Issuing Entity's issuance Number**
- d. PO/SO Issuing Entity PO Title : **As PO/SO Issuing Entity's PO issuance Title**

In special circumstances the PO/SO Issuing Entity may instruct the VENDOR / SUPPLIER / SERVICE PROVIDERS to submit the invoices and/or supporting documents to other address(s).

For VENDOR/SUPPLIER/SERVICE PROVIDER other than from Malaysia, Singapore and Brunei, invoices may be submitted via email to invoice.reg@umw-oilgas.com. However, the original invoices and/or supporting documents still need to be submitted. Payment term shall only apply upon submission of the original.

Where Consumption Taxes are charged, PO/SO Issuing Entity shall reject invoices and credit notes where the content, format and presentation does not meet the requirements of the applicable tax laws and regulations.

For the purposes of this general terms and conditions, Consumption Taxes include goods and services tax, value-added tax, service tax, sales tax, use tax or any other similar nature of taxes charged on taxable supply of goods and services at the place of supply but excluding any taxes on exportation / importation.

6. CANCELLATION AND/OR TERMINATION

PO/SO Issuing Entity may at any time cancel and/or terminate the VENDOR / SUPPLIER / SERVICE PROVIDER performance under this PO/SO, whole or in part, by written notice to VENDOR / SUPPLIER / SERVICE PROVIDER shall terminate its performance upon receipt of such notice and shall cancel and/or terminate all orders and subcontracts to the extent they relate to such performance. PO/SO Issuing Entity shall pay VENDOR / SUPPLIER / SERVICE PROVIDER the PO / SO price of finished goods accepted and/or received by PO/SO Issuing Entity . Nevertheless, PO/SO Issuing Entity reserves the right to verify such claims by inspecting the records, facilities, work or materials of VENDOR / SUPPLIER / SERVICE PROVIDER relating to this PO / SO. PO/SO Issuing Entity will make no payments for finished work, work in progress, or raw materials fabricated or procured by VENDOR / SUPPLIER / SERVICE PROVIDER unnecessarily in advance or in excess of PO/SO Issuing Entity 's delivery requirements under this PO / SO. Notwithstanding the above, payments made under this paragraph shall not exceed the aggregate price specified in this PO / SO, less any payments made or to be made. Payment provided under this paragraph shall constitute PO/SO Issuing Entity 's only liability in the event this PO / SO is terminated

7. GOVERNING LAW

The present PO/SO shall be governed by the laws of the Malaysia and the Malaysian courts shall have the exclusive jurisdiction.

8. SETTLEMENT OF DISPUTES

Any dispute, controversy or claim arising out of or relating to this PO/SO, shall be settled by arbitration in accordance with the rules of Malaysia Arbitration Act 2005 or any statutory modification thereof. The conduct of the arbitration thereof shall be in English language and the venue of the arbitration shall be Regional Centre for Commercial Arbitration, Kuala Lumpur, Malaysia. The arbitration award is final and shall be binding upon all parties.

9. ACCEPTANCE OF THE PO/SO

This purchase order constitutes PO/SO Issuing Entity 's offer to VENDOR / SUPPLIER / SERVICE PROVIDER, and is a binding contract on the terms and conditions set forth herein when it is accepted by VENDOR / SUPPLIER / SERVICE PROVIDER either by signature on the acknowledgment copy or the commencement of performance hereunder. This order expressly limits acceptance to the terms of this order and additional or different terms proposed by the VENDOR / SUPPLIER / SERVICE PROVIDER are rejected unless assented to in writing by the PO/SO Issuing Entity . No deviation or exception submitted or referred to by VENDOR / SUPPLIER / SERVICE PROVIDER in his quotation or any other document shall form part of the PO/SO unless otherwise agreed to in writing by PO/SO Issuing Entity. Acknowledgement of receipt of the PO/SO must be returned to PO/SO Issuing Entity duly signed by an authorized executive of the VENDOR / SUPPLIER / SERVICE PROVIDER and must bear appropriate stamp, as a legal binding document of the acceptance of the terms and conditions stated in the PO/SO. Failure to return acknowledgement of receipt of the PO/SO within fifteen (15) consecutive days after the date of the PO/SO shall imply unconditional acceptance of the terms and conditions of the PO/SO by VENDOR / SUPPLIER / SERVICE PROVIDER.

10. PAYMENT AND TAXES

Unless otherwise stipulated, all invoices will be paid within thirty (30) calendar days from the date of receipt of complete and correct invoice by PO/SO Issuing Entity . PO/SO Issuing Entity shall not pay invoices that have been rejected for any valid reasons set out in this general terms and conditions. PO/SO Issuing Entity shall not be required to make partial payment against any incomplete invoice or invoice in dispute. If VENDOR / SUPPLIER / SERVICE PROVIDER requires payment against any undisputed portion of such invoice then it shall issue a credit note to reduce the disputed amount. Upon settlement of any dispute, the VENDOR / SUPPLIER / SERVICE PROVIDER shall submit an invoice for the remaining sum due and PO/SO Issuing Entity shall make the appropriate payment in accordance with the provisions herein. If any dispute connected with the PO/SO exist between the parties, PO/SO Issuing Entity may withhold from any money which becomes payable under the PO/SO. Except for Consumption Taxes, VENDOR / SUPPLIER / SERVICE PROVIDER shall pay all taxes (including withholding tax), duties, assessments, royalties or other charges, if any, levied by any government authority of any country imposed on VENDOR / SUPPLIER / SERVICE PROVIDER or its employees and subcontractors in connection with the PO/SO. In the case of supply of goods, the party that will bear any import / export taxes will be based on the agreed INCOTERMS on the PO/SO.

Goods and Services Tax ("GST") if applicable under Malaysia Law: VENDOR / SUPPLIER / SERVICE PROVIDER shall be responsible for, and pay at its own expense when due and payable, all taxes, duties, assessments, royalties or other charges levied by any government authority relating to the Services including without limitation;

- (i) All sales, services, excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, franchise, withholding taxes and personal property taxes and also other type of direct or indirect taxes;
- (ii) All employment taxes and contributions imposed or that may be imposed by law, regulations, or trade union contracts, with respect to or measured by the compensations (wages, salaries or other) paid to employees of VENDOR / SUPPLIER / SERVICE PROVIDER, including, without limitation, taxes and contribution for

unemployment and compensation insurance, old age benefits, welfare funds, pensions and annuities, and disability insurance and similar items; and

- (iii) All import licenses, duties, surtax, sales tax, and/or, other statutory imposts levied (hereinafter referred to as "Customs Duties") on imported VENDOR / SUPPLIER / SERVICE PROVIDER equipment.

All taxes, levies and duties levied on the VENDOR / SUPPLIER / SERVICE PROVIDER shall be for the account of the VENDOR / SUPPLIER / SERVICE PROVIDER and shall not be reimbursed by PO/SO Issuing Entity .

PO/SO Issuing Entity shall have the right to withhold taxes from payment due to the VENDOR / SUPPLIER / SERVICE PROVIDER under this PO/SO to the extent that such withholding may be required by the relevant government or regulatory authorities, and payment by PO/SO Issuing Entity to the respective government or regulatory authority of the amount of money so withheld will relieve PO/SO Issuing Entity from any further obligation to the VENDOR / SUPPLIER / SERVICE PROVIDER with respect to the amount so withheld. VENDOR / SUPPLIER / SERVICE PROVIDER shall give prompt notice to PO/SO Issuing Entity of all matters pertaining to non-payment, claims of immunity, or exemption from any taxes or duties.

Goods And Services Act (GST)

- (a) Where Goods and Services Tax ("GST") is applicable to any Services made by VENDOR / SUPPLIER / SERVICE PROVIDER under this Agreement, VENDOR / SUPPLIER / SERVICE PROVIDER is entitled to charge GST on the supply of the Services. The consideration for such Services will be increased by an amount calculated as:

$$A \times R$$

Where:

A is the amount of consideration payable for the Services; and
R is the applicable rate of GST

- (b) If VENDOR/ SUPPLIER/ SERVICE PROVIDER is liable for GST as contemplated by (a) then:

- (i) VENDOR / SUPPLIER / SERVICE PROVIDER shall:

- provide to the PO/SO Issuing Entity information that may be reasonably required to establish its liability for GST; and
- do such things and provide such information and documents as may reasonably be required by the PO/SO Issuing Entity under the GST law; and

- (c) Where costs incurred by one party are to be reimbursed by another, the amount to be reimbursed shall be calculated net of any GST input tax credits that the party seeking reimbursement is entitled to in respect of the cost incurred.

Both PO/SO Issuing Entity and VENDOR / SUPPLIER / SERVICE PROVIDER mutually agree that the tax code and tax amount stated on the PO/SO are merely PO/SO Issuing Entity's estimation at the time the PO/SO is issued. Notwithstanding that, it is VENDOR / SUPPLIER /

SERVICE PROVIDER's responsibility under the applicable tax laws and regulations to charge the correct amount of tax to PO/SO Issuing Entity . PO/SO Issuing Entity reserves the right to reject invoices where the Consumption Taxes are not correctly charged on the invoices. VENDOR / SUPPLIER / SERVICE PROVIDER is expected to provide documentations on the applicable tax laws and regulations, certificates, licences etc. to support the validity and correctness of the Consumption Taxes charged on the invoice.

The tax amount stated on the PO/SO is restricted to Consumption Taxes only. Any other taxes (including withholding tax) relating to the PO/SO must be included in the PO/SO price and to be borne by VENDOR / SUPPLIER / SERVICE PROVIDER.

Where PO/SO Price is stated in currency other than Ringgit Malaysia and VENDOR / SUPPLIER / SERVICE PROVIDER is not authorized to accept payment in such other currency then for the purpose of converting to Ringgit Malaysia, the rate of exchange to be used shall be the prevailing-rates of Telegraphic Transfer published, on the day when such payment is effected.

11. LIQUIDATED DAMAGES FOR LATE DELIVERY

For any delays in receipt of works or goods beyond seven (7) calendar days, PO/SO Issuing Entity will be entitled to recover from the VENDOR / SUPPLIER / SERVICE PROVIDER an amount of 0.3% per day of the total amount of the order. The VENDOR / SUPPLIER / SERVICE PROVIDER shall pay all amount use and owing to PO/SO Issuing Entity up to the date of complete delivery of the works or goods by the VENDOR / SUPPLIER / SERVICE PROVIDER up to satisfaction of PO/SO Issuing Entity .

12. VARIATIONS

PO/SO ISSUING ENTITY shall be entitled to make any variations to the PO/SO that are within the reasonable capability of VENDOR / SUPPLIER / SERVICE PROVIDER. The term variation shall refer to any alteration in the type of extent of the goods or services being a modification, omission or addition but not merely a closer definition, a minor change in detail or the manner in which the goods is to be supplied or the service is to be performed. Unless otherwise agreed, any modification to the value or duration of the PO/SO resulting from such a variation shall be calculated by reference to the value and duration of the PO/SO prior to modification. No variation shall have any effect unless authorized in writing by PO/SO ISSUING ENTITY prior to performance of such alteration in the goods or services. For avoidance of doubt, any instruction to vary the PO / SO made by way of e-mail is invalid and PO/SO ISSUING ENTITY is not obliged to make any payment for variation instructed and concluded via e-mail

13. FORCE MAJEURE

Neither VENDOR / SUPPLIER / SERVICE PROVIDER nor PO/SO ISSUING ENTITY shall be liable to the other party for any breach of the terms and conditions of the PO/SO where such breach occurs as a result of a Force Majeure, which shall include, but not be limited to, Acts of God, wars (declared or undeclared), rebellion, insurrection, acts of terrorists, acts of government, strikes, boycotts, lockouts or other labour disturbances, unusually severe weather during the period in question, or any other similar matters beyond the control of or which could not have been reasonably foreseen and/or avoided by the party affected by same. PO/SO ISSUING ENTITY may at its sole discretion terminate / cancel the PO/SO immediately by giving to the VENDOR /

SUPPLIER / SERVICE PROVIDER a notice in writing in the event the Force Majeure event persist for more than 30 days.

14. INSURANCE

VENDOR / SUPPLIER / SERVICE PROVIDER shall, for the supply of goods or performance of services effect and maintain, at its own cost, all applicable insurances as required by law and as may be specified in the PO/SO. VENDOR / SUPPLIER / SERVICE PROVIDER agree, if and when requested by PO/SO ISSUING ENTITY to procure a policy or policies of insurance in the form satisfactory to PO/SO ISSUING ENTITY. Satisfactory evidence of such insurance shall be submitted to PO/SO ISSUING ENTITY within a reasonable period of time after requested by PO/SO ISSUING ENTITY.

15. APPLICABILITY

The PO/SO shall be solely governed by these general conditions of purchase/service and, if declared applicable in the PO/SO, the further conditions of purchase/service any other terms and conditions as specified in the PO/SO hereinafter referred in as "specific conditions". In case there is any conflict between the applicable terms and conditions, the order of prevalence shall be as follows:

- (i) Specific conditions
- (ii) Further conditions of purchase/service
- (iii) General conditions of purchase/service

16. ASSIGNMENTS

VENDOR / SUPPLIER / SERVICE PROVIDER shall not assign its rights and obligations under the PO/SO in whole nor in part, nor any benefit nor interest in or under it without prior written consent of PO/SO ISSUING ENTITY, which shall not be withheld unreasonably. Approvals granted pursuant to this clause shall not release nor relieve the VENDOR / SUPPLIER / SERVICE PROVIDER of any of its obligations under the PO/SO nor shall create any contractual relationship between the assignee and PO/SO ISSUING ENTITY. PO/SO ISSUING ENTITY shall be entitled to assign the PO / SO or any part of it or any benefit or interest under it to any of the company within UMW-OG Group or its Affiliates without prior agreement of the VENDOR / SUPPLIER / SERVICE PROVIDER.

17. TIME

Time shall be of the essence of this PO / SO.

18. NOTICES

Any notice required to be served under this PO/SO shall be in writing and shall be deemed to have been sufficiently served or given if left by hand or sent by facsimile, telegram or prepaid registered post and addressed to the other party at the address hereinafter given. In the case of a notice sent by telegram or registered post, it shall be deemed to have been served on the fifth (5th) day of dispatch for domestic mail and on the fifteenth (15th) day of dispatch for overseas mail. In the case of facsimile, it shall be deemed to have been received upon notification by the facsimile machine that the facsimile has been transmitted.

19. WAIVER

No failure or delay on the part of PO/SO ISSUING ENTITY in exercising nor any omission to exercise any right, power, privilege or remedy accruing to PO/SO ISSUING ENTITY upon any default on the part of the VENDOR / SUPPLIER / SERVICE PROVIDER shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence to such default; nor shall any action by PO/SO ISSUING ENTITY in respect of any default or acquiescence in any such default, affect or impair any right, power, privilege or remedy of PO/SO ISSUING ENTITY in respect of any other or subsequent default.

For Purchase Order:

20. MARKING

Each package shall be numbered and marked as follows:

Name and address of PO/SO ISSUING ENTITY Purchase Order number Dimensions (metric) Gross and net weight per package.

21. PACKAGING

Packaging shall be suitable for the goods and appropriate for the method of transport used. Dimensions shall comply with the specifications necessary for the transport method used. If the goods are classified as "dangerous", the VENDOR / SUPPLIER / SERVICE PROVIDER shall provide all the necessary packaging and documents required by applicable regulations.

22. INSPECTION AND TESTING

The VENDOR / SUPPLIER / SERVICE PROVIDER organizes at its own risk and expense the inspection and tests as and when required in the particular conditions of the Purchase Order, and undertakes to provide PO/SO ISSUING ENTITY inspectors with any and all technical information reasonably necessary to this end. PO/SO ISSUING ENTITY may, at its own expense, require the VENDOR / SUPPLIER / SERVICE PROVIDER to organize any additional and/or not contractual inspection of the goods and the VENDOR / SUPPLIER / SERVICE PROVIDER shall organize and facilitate such inspection at the manufacturer's plant and/or at any mutually agreed place. Notwithstanding prior provision, VENDOR / SUPPLIER / SERVICE PROVIDER agrees to reimburse to PO/SO ISSUING ENTITY for cost and expense of inspection in any defect evidenced by such inspection.

23. DELIVERY

The goods shall be properly packed and secured by VENDOR / SUPPLIER / SERVICE PROVIDER in such a manner as to reach their destination in good condition under normal conditions of transport. The goods shall be delivered by VENDOR / SUPPLIER / SERVICE PROVIDER at, or dispatched for delivery to, the place(s) and in the manner specified in the Purchase Order, or as may hereafter be subsequently agreed in writing. The goods shall be delivered with the required certification documents. Delivery of the goods shall be interpreted in accordance with INCOTERMS 2010 as modified. Unless otherwise stipulated no partial delivery will be accepted.

In case where advance payment has been made by the PO/SO Issuing Entity and the VENDOR / SUPPLIER / SERVICE PROVIDER fails to make the delivery at all, the PO/SO Issuing Entity shall be entitled to recover the full amount from the advance payment including

any associated cost by any means provided under this PO/SO or the Laws.

24. GUARANTEE AND WARRANTY ON GOODS

Unless otherwise stipulated, VENDOR / SUPPLIER / SERVICE PROVIDER guarantees that the goods conform to the specifications of the Purchase Order and warrants the goods free from defects in material and workmanship for a period of twenty-four (24) months from the date of delivery or twelve (12) months from the date on which the goods are placed in use or operation, whichever comes later. PO/SO ISSUING ENTITY reserves the right to reject any goods, which are not in accordance with the specifications of the Purchase Order or withhold payment and/or seek for refund for refund of monies paid for goods which does not conform to the requirements stated in this clause. At PO/SO ISSUING ENTITY option, VENDOR / SUPPLIER / SERVICE PROVIDER shall promptly repair or replace, at VENDOR / SUPPLIER / SERVICE PROVIDER's own cost and expense, any goods found to be defective during the warranty period.

Any new goods replacing the defective goods during the warranty period shall be warranted under the same terms and conditions for a period as stipulated in above paragraph or for another period of twenty-four (24) months from the date of replacement whichever is later.

25. GOODS

The goods shall conform with all laws and regulations pertaining thereto, conform with the Purchase Order and the specification pertaining thereto or where no specification exists, be in accordance with the relevant British standard(s), conform with best professional practices, be fit for purpose if such purpose is indicated, otherwise be fit for their ordinary purpose.

For Service Order: RESOURCES

i. Personnel

All VENDOR / SUPPLIER / SERVICE PROVIDER's personnel shall be trained, skilled and experienced in their respective trades and professions. PO/SO ISSUING ENTITY shall be entitled to require the prompt removal, replacement or retention of any person employed or retained by VENDOR / SUPPLIER / SERVICE PROVIDER at any time during the course of the Service Order. Shifts, hours of work, offshore exercises and work cycles shall be subject to UMW-OG Group/ PO/SO Issuing Entity Rules and Regulations.

VENDOR / SUPPLIER / SERVICE PROVIDER shall ensure that all personnel engaged in the performance of the services comply with any applicable laws including immigration laws and where required, all individuals are in possession of valid work permits, travel permits, employment passes, visas, licence, registrations and any other documents or permissions required for those individuals to lawfully perform the services in the country where the services is to be performed for the duration of the services. The Contractor shall be responsible for ensuring that all necessary work permits and visas are obtained. When requested, details of such work permits shall be submitted to PO/SO ISSUING ENTITY prior to the employee being engaged in the services. PO/SO ISSUING ENTITY shall not assist on sponsoring of any work permit application.

ii. Equipment

VENDOR / SUPPLIER / SERVICE PROVIDER shall carry out on its own initiative and at its own cost all inspection, maintenance and repair of its owned and hired equipment necessary to maintain the same safe, fully certified and operational at all time.

26. VENDOR / SUPPLIER / SERVICE PROVIDER'S WARRANTIES OF THE SERVICES

Unless otherwise stipulated, VENDOR / SUPPLIER / SERVICE PROVIDER warrants that the services shall be executed diligently in accordance with best current practices and be free from all errors, defects and failures for a period of twenty-four (24) months from their acceptance in accordance with the Service Order. Without prejudice to PO/SO ISSUING ENTITY's rights at law, upon notification by PO/SO ISSUING ENTITY of any such error, defect or failure then VENDOR / SUPPLIER / SERVICE PROVIDER shall immediately rectify, or at PO/SO ISSUING ENTITY option, replace or re-perform the services at no cost to PO/SO ISSUING ENTITY and warrant any replaced or re-performed services for further periods of twenty-four (24) months from completion of any such rectification, replacement or re-performance to PO/SO ISSUING ENTITY satisfaction or withhold payment and/or seek for refund for refund of monies paid for services which does not conform to the requirements stated in this clause.

27. HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS

VENDOR / SUPPLIER / SERVICE PROVIDER or its sub-contractors and their respective employees, servants and agents shall strictly comply with all existing laws (whether international, national, local or otherwise) including local, municipal, territorial, provincial and federal laws, orders, rules, regulations, government or other authorities having jurisdiction, practices and otherwise meet generally accepted standards pertaining to health, safety, security and the environment which are applicable to:

- the location where the scope of work relating to the Agreement is being carried out;
- all services, materials and items used in the performance of the scope of work relating to the Agreement;
- all maintenance of machinery, equipment, facilities and other items whether owned or in any way associated with or utilised in the scope of work relating to the Agreement which are in a safe, sound and proper conditions,

In addition, VENDOR / SUPPLIER / SERVICE PROVIDER shall take into account and shall comply with all laws, orders and all regulations which are effective at all the date submission of VENDOR / SUPPLIER / SERVICE PROVIDER's proposal and as set for the by PO/SO ISSUING ENTITY in its safety manual, policies and special instructions. This shall not relive VENDOR / SUPPLIER / SERVICE PROVIDER of its obligations as stipulated herein.

PO/SO ISSUING ENTITY reserves its right to terminate the contract should VENDOR / SUPPLIER / SERVICE PROVIDER fails, refuse, and/or neglects to adhere the above requirement. Upon such termination, the VENDOR / SUPPLIER / SERVICE PROVIDER shall have no recourse against Client.

28. DATA PROTECTION

The Personal Data Protection Notice ("PDPN") provided by PO/SO ISSUING ENTITY to VENDOR/SUPPLIER/SERVICE PROVIDER explain how UMW-OG Group collect and handle personal data in the light of the Personal Data Protection Act 2010 ("Act"). PO/SO Issuing Entity will require any VENDOR/ SUPPLIER/ SERVICE PROVIDER that processes personal data on our behalf to adhere to requirements of the PDPN and the Act.

VENDOR/ SUPPLIER/ SERVICE PROVIDER warrant to have the authority to provide personal data to UMW-OG Group in connection with the provision of the goods and/or performance of the Services and that the personal data provided to UMW-OG Group has been processed in accordance with applicable law.

END OF CLAUSE