

ALPS ELECTRIC(MALAYSIA)SDN. BHD.  
(Company No. 181071-T)

**HEAD OFFICE.**

P.T. 10643,Nilai Industrial Estate 71800 Nilai, Negeri Sembilan Darul Khusus Malaysia  
PHONE.(60)6799-1515

**PROCUREMENT PLANT.**

P.T. 10643, Nilai Industrial Estate 71800 Nilai, Negeri Sembilan Darul Khusus Malaysia  
PHONE.(60)6799-1515

**PURCHASE ORDER****SUPPLIER NAME.**

0009000000 EIGHTYEIGHT TRADING AND SUPPLY SDN

**DATE.**

07.09.2020

**ORDER NO.**

6007448689

**SUPPLIER ADDRESS.**

SEKSYEN U10,SHAH ALAM SELANGOR 40170 NO.24-1, JLN PULAU LUMUT Q U10/Q, T  
PHONE.019-2991600

| NO.   | MATERIAL NO. | MATERIAL NAME.                         |  | DELIVERY DATE. | QUANTITY.        | NET PRICE. | CURRENCY. | TP | PRICE UNIT.       | SHIP CODE. |
|-------|--------------|--|--|----------------|------------------|------------|-----------|----|-------------------|------------|
|       |              |  |  | SHIPPING DATE. | SUPPLIER MAT NO. |            |           |    | SUB TOTAL AMOUNT. | TRNSPORT.  |
|       |              |  |  | COMMENTS.      |                  |            |           |    |                   |            |
| 00010 |              | TRAINING MRO INVENTORY SYSTEM PROPOSAL |  |                |                  |            |           |    |                   |            |
|       |              |  |  | 07.09.2020     | 1.000 SET        | 14000.00   | MYR       |    | 1 PCE             | W100       |
|       |              |  |  |                |                  |            |           |    | 14000.00 MYR      |            |
|       |              | NLENG ROHAYA A269832, ,                |  |                |                  |            |           |    |                   |            |

**TOTAL AMOUNT =**

14000.00 MYR

**TERMS OF PAYMENT.**

mtb-end close, next mtb-end

**INCOTERMS.****PLANT NAME.**

ALMA Nilai Plant

**SHIP TO ADDRESS.**

Mt/Prd(NonSt-H)

P.T. 10643, Nilai Industrial Estate 71800 Nilai, Negeri Sembilan Darul Khusus Malaysia PHONE.(60)  
6799-1515

**PURCHASING GROUP.**

5SR

**SECTION CODE.**

14N2000008

**PRODUCTION ORDER NO.****ACCEPTED BY**

ALPS ELECTRIC(MALAYSIA)SDN. BHD.(Company No. 181071-T)

(SELLER)

(BUYER)

DATE

PLEASE SIGN AND RETURN DUPLICATE

## TERMS AND CONDITIONS

Buyer and Seller agree that acceptance of this order is subject to the following terms and conditions.

### 1. Acceptance

Acceptance of this Order by Seller shall be made by Seller's placing its signature on the face of the acknowledgement copy hereof and returning it to Buyer, or Seller's notifying Buyer, in writing, of commencing the performance of the work under this Order.

Receipt by Buyer or the signed acknowledgement copy or notification shall constitute acceptance by Seller of all the terms and conditions set forth herein.

Buyer shall not be bound by any different or additional terms and conditions Proposed by Seller in the acceptance of this Order, whether printed or otherwise, unless accepted by Buyer in writing. This Order is firm for 20 days from the date hereof provided Seller's acceptance of this Order is received by Buyer within said period.

### 2. Changes

Buyer shall have the right to make any changes in this Order, before or after Seller's acceptance, upon notice to Seller and Seller shall comply therewith. If such change affects the time required for, or the cost of the work under this Order, Seller shall notify Buyer within 10 days after Seller's receipt of Buyer's notification of said changes, and any adjustment shall be made by agreement in writing.

### 3. Production samples

If the production samples are, in Buyer's judgment, unsatisfactory or if they are not delivered at the time specified therein, Buyer is entitled to cancel this Order, and Seller shall have no right to any claim and remedies which would otherwise be available to Seller. In such cases, Buyer is not obligated to pay for the tools and any other costs incurred by Seller for this Order, and if Buyer has already made partial or full payment to Seller for the tools and other costs, such payments shall be promptly refunded to Buyer.

### 4. Packing and Transportation

Unless otherwise specified by Buyer, all goods purchased hereunder (hereinafter referred to as "Goods") shall be packed and packaged to insure safe arrival at their ultimate destination and to insure the lowest transportation costs. Seller shall be liable for all excess transportation or other charges and costs resulting from failure or neglect to strictly follow Buyer's instructions and delivery schedules.

### 5. Quantities

No variation in the quantities specified herein shall be accepted as compliance with this Order, except by prior written agreement between Buyer and Seller. Buyer reserves the right to return excess shipments at seller's expense.

### 6. Delivery

Delivery shall be effected within the time specified herein, otherwise Buyer reserves the right to cancel this Order without cost to Buyer and charge Seller with any liabilities, costs, and damages incurred as a result of Seller's failure to make delivery within the time so specified. When Seller has reason to believe delivery will not be effected within the time so specified, Seller shall promptly notify Buyer and follow Buyer's instructions.

### 7. Inspection and Acceptance

Buyer shall have the right to conduct tests on lots of Goods in accordance with standard test specifications and sampling procedures determined by Buyer and, according to the results of such test, to accept or reject the corresponding lots. Said tests shall take place, at Buyer's option, either at Seller's factory or Buyer's factory. Buyer reserves the right to place at any time one or more engineer(s) in the Seller's plant for the purpose of inspecting Seller's performance of the work under this Order. The salaries and any travel and living expenses of such engineers shall be borne by seller. Such engineers shall have the right at any time to reject the Goods. In the event Buyer rejects any Goods inspected, Seller shall promptly at Seller's cost and expense correct rejected Goods in accordance with Buyer's instructions. The rejection, however, shall not preclude Buyer from any other right and remedy available under this Order, law or otherwise.

### 8. Technical information and patents

Any specifications drawings, reprints, data or technical information furnished to Seller by Buyer shall remain Buyer's property, shall be kept confidential and shall be returned to Buyer upon its request. Further, patents and other legally protected interests embodied in such information, design, tools, patterns, and/or equipment supplied by Buyer and exclusive rights for the use and reproduction thereof are reserved by Buyer. Such information, patents and other legally protected interests shall be used for the performance of the work of this Order only, and shall not be used for any other purpose unless agreed to in advance by Buyer in writing.

### 9. Tooling, Equipment and Material

Unless otherwise agreed in writing, all tools, equipment or material furnished to Seller by Buyer or paid for by Buyer, and any replacement thereof, shall be and remain the property of Buyer. Such property shall be plainly marked or otherwise adequately identified by Seller as property of ALPS Electric and or its affiliates which issued that P/O and shall be safely stored and separated from Seller's property. Such property, while in the custody of Seller, shall be maintained by Seller in good usable condition and be held at Seller's risk and Seller shall be responsible for any loss thereof or damage thereto except for reasonable wear and tear. Seller agrees that such property may be removed at any time by Buyer upon demand and shall not be used except in performing the work under this Order.

### 10. Compliance with laws

Seller shall comply with all applicable national or local laws, rules, regulations or ordinances with respect to the performance of the work of this Order and sale of the Goods hereunder and shall hold Buyer harmless from all liabilities, costs, and damages resulting from failure of such compliance.

### 11. Warranty

Seller warrants that any Goods and the materials and components incorporated therein shall be in conformity with the specifications specified by Buyer in this Order or otherwise, and shall be free from defects in material and workmanship, that, if designed by seller, design shall satisfy the aforesaid specifications and all requirements of samples and drawings supplied to Seller by Buyer in connection herewith, and that the Goods shall be merchantable and fit for Buyer's intended purpose. This warranty shall survive acceptance of the Goods and/or payment therefore by Buyer. The Goods not in conformity with aforesaid specifications or defective Goods shall, at Buyer's option and at no expense to it, ( i ) be retained by Buyer at an equitable adjustment in price, or ( ii ) be returned to Seller for repair, replacement, correction, credit or refund as specified by Buyer, or ( iii ) be corrected at Buyer's factory by Seller or by Buyer at Seller's expense. Seller assumes all risk of loss or damage to the Goods returned by Buyer while same are in transit and nonconforming or defective Goods shall not be replaced by Seller without specific authorization from Buyer. Seller agrees to indemnify and hold Buyer harmless from any liabilities, loss, or damages arising out of or related to any breach of this warranty. The warranties, rights and remedies provided herein are not exclusive and are in addition to any other warranties, rights or remedies provided by this Order, law, or otherwise, all warranties, rights and remedies being cumulative.

### 12. Patent Indemnification

Seller shall indemnify and hold Buyer and its customers harmless from all damages, claims, judgments, decrees, costs and expenses including but not limited to attorney's fee, resulting from any actual infringement or alleged infringement of any patent or other legally protected interest due to the use, sale, or other disposition by Buyer or its customers of the Goods, and Seller shall also, upon request of Buyer and at Seller's own expense, fully defend or assist Buyer and its customers in connection with any action which may be brought against Buyer or its customers due to such actual infringement or alleged infringement.

### 13. Taxes

Unless otherwise agreed in writing, all federal, state and local taxes and duties imposed by reason of the performance of the work or sale of the Goods shall be borne by Seller.

### 14. Assignment

This Order or any interest, rights or obligation therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the prior written consent of Buyer. Seller shall not assign the work to be performed hereunder to any subcontractor(s) without the prior written consent of Buyer.

### 15. Cancellation

If Seller fails to perform or comply with any provision of this Order, if Seller ceases to conduct its normal business operations, if Seller is, in Buyer's judgment, unable to meet its obligations of this Order as they mature, if any proceedings are brought by or against Seller for corporate reorganization, for a receivership or the dissolution of Seller or if an assignment for the benefit of creditors is made by Seller, Buyer may cancel this Order without liability except for Goods shipped prior to cancellation.

### 16. Force Majeure

Neither Seller nor Buyer shall be held responsible for delays or failures of performance of this Order caused by fire, strikes, epidemics, embargoes, and directions of the government, Acts of God, other conditions whatsoever of a nature or description beyond their respective control.

### 17. Arbitration

Any and all disputes arising from or in connection with this Order shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement, shall be settled by arbitration in Seller's country in accordance with the Rules of the International Chamber of Commerce.

### 18. Applicable law

This Order and the performance thereof shall, in all respect, be construed, interpreted, and governed by the laws of Seller's country. The application of the United Nations Convention for the International Sale of Goods(CISG) is hereby excluded.