

**VAM®BRN SDN BHD****PURCHASE ORDER**PO NO. **PO17-QA/0172**Date: **31-Jul-17****Vendor :**

LESOSHOPPE SDN BHD

12A, Jalan Gitar 33/3,

Elite Industrial Estate, Section 33,

40350 Shah Alam, Selangor

MALAYSIA

Ship to:

VAM®BRN SDN BHD

Lot 60239, Plot No.3, 10 & 11, Salambigar

Industrial Park, Jalan Utama Tanah Jambu,

Jalan Muara, BU1129

Negara Brunei Darussalam

Delivery Instructions :-

DAP VAM®BRN's threading plant.

Markings :-**Terms of Payment :-**

T.T in advance

Your Quotation No:-

QT13402-R1 dated 28/07/2017

Delivery Date :-

3-6 weeks from PO date

Item	Particulars	Quantity	UOM	Unit Price	Amount
1	MITUTOYO OPTICAL FLAT OF-45A MTY158-118 (MODEL : 158-118 WITH CALIBRATION CERTIFICATE)	1	unit	JPY 20,800.00	JPY 20,800.00
2	MITUTOYO DIGIMATIC MICROMETER QUANTUMIKE MDE-1"PX, MTY293-185-30 (ORDER NO : 293-185-30, RANGE 0-1"/0-25MM WITH CALIBRATION CERTIFICATE)	1	unit	JPY 19,530.00	JPY 19,530.00
3	TRANSPORTATION CHARGES	1	trip	JPY 3,000.00	JPY 3,000.00
- THE MATERIAL SHOULD COME WITH NECESSARY CERTIFICATE. -PACKING : MUST BE PERFECT TO AVOID ANY DAMAGE					
				Total Amount : (JPY)	JPY 43,330.00

Prepared By:

Procurement Department

Approved By:VAM®BRN SDN BHD
Authorised Signatory

Lot 60239, Plot No.3, 10 & 11, Salambigar Industrial Park, Jalan Utama Tanah Jambu, Jalan Muara, BU1129, Negara Brunei Darussalam

Telephone: +673 239 2041 Fax: + 673 239 2043

VAM®BRN SDN BHD GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev.02)

1. SHIPMENT OR DELIVERY

The obligations of Seller to ship or deliver the goods specified in this Purchase Order ("Goods") by the time or within the period specified in this Purchase Order is of the essence of this Purchase Order.

The Goods shall be packed, stored and delivered in compliance with all the relevant national and international legislations and regulations and as specified in this Purchase Order.

2. VESSEL

If, under the terms of this Purchase Order, Seller is to secure or arrange for the vessel or vessel's space, Seller shall ship the Goods on first class motor vessel(s) owned and/or operated by carrier(s) of good international repute and financial standing and of a type normally used for the transport of goods of the same type as the Goods. The Goods shall be shipped by way of usual shipping routes without any deviation and on vessel(s) adequately seaworthy and suitable for uninterrupted passage to the berth at the port of destination.

Immediately after the completion of the loading of the Goods, Seller shall submit Buyer a written notice of shipment or delivery, showing the number of this Purchase Order, the name of the vessel, the port of shipment or delivery, a description of the Goods and packing, the quantity loaded, the invoice amount and other essential particulars.

3. PRICE

The price specified in this Purchase Order shall be firm and final and shall not be subject to any adjustment for any reason whatsoever.

4. CHARGES

All taxes, export duties, fees, banking charges and/or other charges attributable to the Goods, containers and/or documents (including but not limited to certificates of origin in the country of shipment or delivery) shall be borne and paid by Seller.

5. FORCE MAJEURE

If the performance by Buyer of its obligations hereunder is directly or indirectly affected or prevented by force majeure, including, but not limited to, Acts of God, fire, war declared or not or serious threat of the same, civil commotion, strike or other labor dispute, governmental order or regulation or any other causes beyond the reasonable control of Buyer or Buyer's customer(s), Buyer shall not be liable for loss or damage or failure or delay in performing its obligations hereunder and may, at its sole discretion, terminate this Purchase Order or any portion thereof.

6. DEFAULT

In case of (i) Seller's failure to perform any provision of this Purchase Order or breach of any express or implied terms, conditions or warranties contained herein; (ii) Seller's inability to pay its debts generally as they become due; (iii) Seller's bankruptcy or insolvency; or (iv) appointment of a trustee, receiver or liquidator of Seller or of any material part of Seller's assets or properties ("Events of Default"), Buyer may, at its sole discretion; (i) terminate this Purchase Order or any part thereof; (ii) reject the Goods; (iii) dispose of the Goods for the account of Seller at a time and price which Buyer deems reasonable; and (iv) purchase elsewhere and charge Seller with any resulting loss or damage, and Seller shall reimburse Buyer for all loss or damage arising directly or indirectly from such Events of Default. The rights and remedies of Buyer hereunder are cumulative and in addition to Buyer's rights, powers and remedies existing at law or in equity or otherwise.

7.QUALITY

The Goods shall conform to the standards, description, specifications and/or references specified in this Purchase Order. In the event that the Goods or any part thereof fail to meet the above, Buyer reserves the right to reject and/or return the Goods to Seller at Seller's expense. Any signature by or on behalf of Buyer on any delivery note shall not signify acceptance of the quality of the Goods. Buyer reserves the right to carry out a vendor appraisal at Seller's premises.

8.INSPECTION AND TESTING

Prior to delivery, Seller shall inspect and test the Goods for compliance with this Purchase Order. Buyer is entitled to request Seller to supply certified copies of records of such inspection and test free of charge, and Seller shall promptly and fully comply with such request.

Notwithstanding the foregoing, any inspection or test carried out by Seller shall not in any way relieve Seller from any of its obligations under this Purchase Order.

9. WARRANTY

Seller shall convey to Buyer good and merchantable title to the Goods free of any encumbrance, lien or security interest. Seller warrants that the Goods shall fully conform to any and all specifications, descriptions, drawings and data or samples or models furnished to or by Buyer, and shall be merchantable, of good material and workmanship and free from defects, and shall be fit or suitable for the use(s) or purpose(s) intended by Buyer.

Buyer shall make all claims, except for latent defects, regarding the Goods against Seller in writing as soon as reasonably practicable after arrival of the Goods at their final destination and unpacking and inspection thereof, whether by Buyer or Buyer's customer(s).

Seller shall be responsible for latent defects of the Goods at any time after delivery, notwithstanding inspection and acceptance of the Goods whether by Buyer or Buyer's customer(s), provided that a notice of claim shall be made as soon as reasonably practicable after discovery of such defects.

Buyer reserves the right to reject and refuse acceptance of all or part of any shipment of Goods which are not in accordance with specifications, descriptions, drawings, data, samples or models furnished to or by Buyer or with Seller's express or implied warranties.

10. INDEMNITY

Seller shall defend, indemnify and hold Buyer, Buyer's customer(s), users of the Goods, and its or their officers and directors harmless from and against any liability, loss, damage, penalty, cost, expense and disbursement (including attorneys' fees) or personal injury, death or property damage as a result of any claim or dispute caused by, due to or relating, in any way, to the Goods or any defect or malfunction thereof or any infringement of any patent, trademark, utility model, design, copyright, mask work or any other intellectual property rights, which indemnity shall survive the termination of this Purchase Order.

11.CONFIDENTIALITY

Seller shall treat as confidential the information which it receives, such as specifications, technical information, company information and other information of a confidential nature, and shall not disclose such information to any third party, nor use it for any other purpose than in the performance of this Purchase Order.

12. GENERAL

- (1) All disputes, controversies or differences arising out of or in relation to this Purchase Order or the breach thereof which cannot be settled by mutual accord without undue delay shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of Singapore International Arbitration Centre. The language of the arbitration shall be English. This Purchase Order shall be, in all respects, governed by and construed in accordance with the laws of Brunei Darussalam without giving effect to internal principles of the conflict of laws. The trade terms herein used such as FOB, CIF and DAP, shall be interpreted in accordance with INCOTERMS 2010.
- (2) The failure of Buyer at any time to require full performance by Seller of the terms hereof shall not affect the right of Buyer to enforce the same. The waiver by Buyer of any breach of any provision of this Purchase Order shall not be construed as a waiver of any succeeding breach of such provision or waiver of the provision itself.
- (3) This Contract constitutes the entire agreement between the parties hereto and supersedes all prior or contemporaneous communications or agreements or undertakings with regard to the subject matter hereof. This Purchase Order shall not be modified or terminated except by a written agreement of Buyer and Seller.
- (4) Seller shall not transfer or assign this Purchase Order or any part thereof without Buyer's prior written consent.

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