



PURCHASE ORDER

KANEKA APICAL MALAYSIA SDN BHD
(Co. Registration No. 980057-X)
GST Registration No.: 001415725056
ATS Registration No.: SPL1769046016
Lot 123-124, Jalan Gebeng 2/3
Gebeng Industrial Estate
26080 Kuantan
Pahang Darul Makmur, Malaysia
Tel No.: +609 582 6000 Fax No.: +609 583 7778

Deliver To:
KANEKA APICAL MALAYSIA SDN BHD
GS PRODUCTION
(Attn: Ms Hazwani / Ms Khairani)
Lot 123-124, Jalan Gebeng 2/3
Gebeng Industrial Estate
26080 Kuantan
Pahang Darul Makmur
Malaysia

Vendor:
LESOSHOPPE SDN. BHD.
GST Registration No.: 000101167104
12A, Jalan Gitar 33/3
Elite Industrial Estate, Sect. 33
40350 Shah Alam
Selangor Darul Ehsan
Malaysia
(Attn.: Ms. Shikeen Lisa)
Tel No.: 603-5121 2673/7504 Fax No.: 603-5124 8002

PURCHASE ORDER NO. : 4500108174 / v0
ISSUE DATE : 09.08.2017
COST CENTER : ST11
DELIVERY DATE : 16.08.2017
PAGE NO : 1 of 2

| NO | MATERIAL DESCRIPTION | QUANTITY | UNIT PRICE (MYR) | AMOUNT (MYR) |
|-------------|--|----------|---------------------|-----------------|
| 10 | TX Peak Scale Lupe 10X, Model : 1983 NOTE: For KAM-GS Plant (Attn: Ms Hazwani / Ms Atiqah for Ms Marina) FOR INTERNAL USE: Last PO#4500096333 dd. 4.2.2016 | 15 UNT | 225.00 1 UNT | 3,375.00 |
| TOTAL | | | | 3,375.00 |
| GST AMOUNT | | | | 202.50 |
| GRAND TOTAL | | | | 3,577.50 |

PAYMENT TERM : 30 DAYS AFTER INVOICE DATE
DELIVERY TERM : DAP (KANEKA, KUANTAN)
PURCHASE REQUISITION NO. : 10107208
REQUESTOR : KHAIRANI KAMAL
PURCHASER : NURUL 'ATIQA MUHAMAD ROSDI
CONTRACT NO. :

ACCEPTED BY (SUPPLIER)

This is a computer generated document.
No signature is required.

NAME:
DATE:

The Purchase Order, including the terms and conditions contained in any continuing pages attached hereto, shall become a binding contract upon the supplier's acceptance thereof by its execution and return of the duplicate copy to the Purchaser.

10.08.2017 10:25:05

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

- (a) The Purchase Order shall constitute an offer to the Supplier and until accepted by the Supplier by its execution and return of the duplicate copy to the Purchaser, may be revoked at anytime by the Purchaser.
- (b) All goods supplied by the Supplier shall be in strict compliance to all specifications stipulated, whether stated in the Purchase Order or in any other documents issued by the Purchaser.
- (c) The Purchaser reserves the right to terminate the contract and refuse to acceptance of any delivery of goods which is not supplied to strict specification of the Purchase Order, unless otherwise agreed upon in writing. The Purchaser further reserves the right to return any goods accepted, which it later discovers to be not in strict specification to the Purchase Order, or found to be defective or non fitness of purpose, at the expense of the Supplier. No payment shall be made by the Purchaser upon delivery of goods in such circumstances. The Supplier shall replace such goods if so required at no additional cost to the Purchaser. The Purchaser's right to termination of contract and/or return of any goods delivered shall be without prejudice to any loss and damage it may legally claim against the Supplier.

2. PRICE:

Cost of packaging, sales tax, surtax and duty, if any, shall be included in the price quoted. Obligations to bear the cost of shipment, delivery and insurance, if any, shall be in accordance with the Delivery Terms agreed upon. No amendment to the price stated in the order shall be made unless prior consent to the amendment has been given in writing by the Purchaser.

3. DELIVERY:

- (a) The Supplier shall deliver the goods ordered within the specified time stated; failing which the Purchaser shall have the right to terminate this contract and refuse to take any delivery or further delivery or at its discretion to return any partially delivered goods to the Supplier, unless prior written consent for extension of time has been given by the Purchaser.
- (b) The Purchaser's termination of the contract in the circumstances provided above shall be without prejudice to any loss and damage it may legally claim against the Supplier. Such amount shall be assessed at the actual loss caused by this delay. However, no such compensation is payable if the delay has been notified by the Supplier within reasonable time and agreed by the Purchaser.
- (c) Neither party shall have a claim or be entitled to make any claim for a breach or non-performance of contract if such breach or non-performance is caused by or due to any industrial or trade dispute, riot, civil commotion, fires, floods, earthquake, wars, governmental controls, acts of God, or any other causes of a like nature which is beyond the control of either parties.
- (d) If goods are delivered by instalments, the contract shall be treated as a single contract for each instalment delivery.
- (e) All shipments and deliveries must be forwarded to the place specified in the Purchase Order. In the event of any variation, any cost and expense incurred by the Purchaser in transporting the goods to the specified place shall be fully borne by the Supplier.

4. PACKING:

The Supplier shall ensure that all goods shipped or delivered to the Purchaser shall be securely packed to withstand handling of any delivery mode but as light as possible and in the smallest cubical bulk consistent with safe carriage by ocean vessel, rail road, aircraft and road (as the case may be). The supplier shall ensure that the Purchase Order number is clearly marked on the wrapping/packaging material or casing of all shipments and also duly noted on all invoices, bill of lading, delivery order and air waybill.

5. GUARANTEE:

- (a) The Party who guarantees that it has good and perfect title to the goods shipped or delivered shall be in accordance to the Delivery Terms agreed upon.
- (b) The Party who guarantees that the sale of goods is in full compliance with all governmental and international commercial laws and regulations concerning its manufacturing, storage, transportation, sale and export, wherever applicable, shall be in accordance to the Delivery Terms agreed upon.
- (c) The Supplier guarantees that the goods shipped or delivered will not violate or infringe any patent, trademark, registered design, copyright or common law right held by third parties and ensures the Purchaser is indemnified and/or protected against any claims, actions and suits, whether groundless or otherwise incurred by the Purchaser.

6. CONFIDENTIALITY:

The Supplier shall not divulge and will use its best endeavours to prevent the communication or disclosure to any third party of any trade secret or confidential information concerning the business of the Purchaser.

7. BANKRUPTCY:

The Purchaser shall have the right to terminate the contract in the event a liquidator, provisional liquidator, trustee, receiver, manager or similar officer is appointed in respect of all or any part of the Supplier's property or assets or a voluntary or compulsory winding up petition is presented or the Supplier suffers any distress, execution, attachment or becomes insolvent.

8. PAYMENT:

Payment shall be based on the Payment Terms stated in the Purchase Order or from the date of invoice or delivery order which ever is later.

- 9. This contract shall be governed and construed in accordance with Malaysian Law and the Supplier hereby submit to the jurisdiction of the Malaysian courts. The Uniform Law on the International Sale of Goods and the Formation of Contracts for the International Sale of Goods shall not apply to this contract.

- 10. The contract shall constitute the entire contract between the parties and may only be varied in writing and agreed to/by the Purchaser.