

ASM Technology (M) Sdn. Bhd. (363718 A)

Plo 534, Jalan Keluli 3, Kawasan Perindustrian Pasir Gudang, 81700 Pasir Gudang, Johor, Malaysia

Tel: 607-2533500/607-2526128 Fax: 607-2533533/607-2552058

Purchase Order

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Name : LESOSHOPPE SDN BHD
Address : NO 19, JALAN CANTIK 3,
TAMAN PELANGI INDAH
81800 ULU TIRAM, JOHOR, MALAYSIA
Vendor Code : AP-LESOI1
Attn : TOM YEAP
Fax No. : 07-861 2790
Tel No. : 07-861 9511

PO Number : **PA55973ATM**
Order Date : 26.07.2017.
Buyer : Chong Kai Li
Payment Term : NET 30 DAYS
Ship By : LOCAL DELIVERY
Price Term : Local Delivery
Currency : MYR

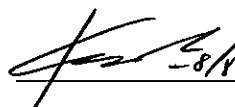
Item	Part Number	Description	Due Date DD.MM.YYYY	U/M	Qty	Unit Price	Total Price
001		Mitutoyo Dia2mm Carbide Contact Point (L=44.5mm) Code : 136013 Brand :Mitutoyo	15.09.2017.	EA	5	14	70

Total net value : MYR70.00

Total Order : MYR SEVENTY ONLY

Please acknowledge the Purchase Order by returning fax/email within three (3) working days after receipt of the purchase order.
Please see the attached for the terms and conditions to which the Seller agrees by accepting this order.

For and on behalf of
ASM Technology (M) Sdn Bhd



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Any purchase by the entity identified as the purchaser on the face hereof (hereinafter referred to as "ASM") is expressly made conditional on the assent of the seller (hereinafter referred to as the "Seller") to these Terms and Conditions of Purchase

1. **ACCEPTANCE** – This Order constitutes an offer of ASM to Seller and commencement of performance pursuant to this Order shall constitute acceptance by Seller. Conditions stated by Seller in acknowledging receipt of this order shall not affect ASM's offer as represented by this Order, and shall not be binding on ASM unless expressly agreed to in writing by ASM.
2. **DELIVERIES AND PERFORMANCE** – Seller agrees that the goods will be delivered free of delivery charges to ASM, at the location and by the date specified in this Order unless otherwise specified in writing by ASM. TIME IS, THEREFORE, OF THE ESSENCE IN THIS ORDER. If Seller fails to make deliveries at the time agreed upon, performs the work hereunder in such a fashion as endangers ASM's ability to make timely deliveries of its own or to render timely performance of services, ASM may (a) cancel or void the contract, or purchase elsewhere and hold Seller accountable for any additional costs or damages incurred by ASM, (b) obtain specific performance (whether or not ASM has sought replacement or substitution) or (c) seek any other remedy available at law, in equity or otherwise.
3. **LIQUIDATED DAMAGES** – If Seller fails to fully perform the contract by the agreed deadline (which may, at Seller's written request, be extended by ASM at ASM's sole discretion), Seller shall pay to ASM liquidated damages amounting to 1% of the price of the Order for each week of delay until the Order is performed accordingly. The foregoing is without prejudice to ASM's right to terminate the Order at any time for failure of performance, and all of ASM's rights for breach of contract are expressly reserved.
4. **CHANGES** – ASM may at any time, by a written order, make changes within the general scope of this Order in any one or more of the following respects: (i) drawings, designs or specifications; (ii) quantities of goods or services to be furnished, including cancellation of the Order in whole or in part; (iii) place of delivery; and (iv) delivery schedules. Supplier shall proceed with the Order as changed. No changes to or modification of the items, specifications, terms, conditions and prices appearing in this Order by the Seller shall be binding upon ASM unless expressly agreed in writing by ASM. Seller shall promptly notify ASM in writing at least six (6) months in advance in the event that any goods or services in this Order are affected by changes in drawings, specifications or design, but Seller shall not incorporate any such changes in this Order without the prior written consent of ASM.
5. **PRICES** – This Order shall not be fulfilled at higher prices than quoted on this purchase order or altered in any respect without ASM's written consent. Prices on Seller's invoice must agree with the prices on this Order or with subsequent alterations which ASM has agreed to in writing.
6. **WARRANTY** – Seller warrants all goods or services delivered hereunder to be merchantable, of good materials and workmanship and free from defects, and fit for ASM's purposes of which Seller expressly or impliedly has knowledge and to conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery or acceptance of the goods or services, or payment therefor, by ASM.
7. **REJECTION** – Goods rejected as not conforming to this Order shall be returned to Seller, freight collect, and Seller will be debited for the inbound transportation cost plus handling expense. Such rejected goods shall be deemed to be the property of the Seller.
8. **INTELLECTUAL PROPERTY RIGHTS** – Seller agrees to defend, at its own expense, ASM and distributors and dealers in and users of the products of ASM, and to hold them harmless, with respect of any and all claims that the goods or services furnished under this Order infringe any patent, copyright, trademark or other intellectual property rights, and with respect to any and all suits, controversies, demands, liabilities and expenses (including reasonable attorney's fees and expenses) arising out of any such claim. If ASM's use or sale of goods or services covered by this Order is held to constitute any such infringement, Seller shall at its expense either procure for ASM, its customers or users the right to continue using or selling such goods or services or replace them with non-infringing goods or services as soon as practicable.
9. **INDEMNIFICATION** – Seller shall defend, indemnify and hold ASM harmless against all damages, claims, liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods purchased, or from any act or omission of the Seller, its agents, employees or subcontractors. This indemnity shall be in addition to the warranty obligations of the Seller.
10. **SURVIVAL** – The Terms and Conditions of this Order applicable to warranty, intellectual property rights and indemnity subsequent to cessation of sale of goods or provision of services covered by this Order and all obligations accrued up to the effective date of the expiration or termination of this Order and pursuant to its terms shall survive such expiration or termination.