

PURCHASE ORDER

TO : VPJ PLUMBING &
SANITARY SERVICES
-
93 JLN SS5D/2 KELANA
JAYA
47301 PETALING JAYA
SELANGOR
MALAYSIA

GST REG NO : 000829345792
TEL NO : 012-2660547 **FAX NO :** 0378037001
EMAIL : suhu99@hotmail.com
DELIVER TO : SURGICAL SUPPLIES MAIN STORE
REMARKS : QUOTATON NO : QUO/24/016
DATE : 30/08/2024

PURCHASE NO : POH16-RB2400023
DATE : 4/10/2024
PREPARED BY : LEE HWEI KOON
PAGE NUMBER : 1 of 1
CURRENCY : Malaysian Ringgit
CATEGORY : R&M NC BUILDING

PRIORITY : Normal
PAYMENT TERM : 30 day(s)

Please supply the following in good condition :

NO	STOCK CODE	QTY	EXPECTED	UNIT PRICE	DISCOUNT (%)	TAX AMOUNT	AMOUNT (RM)
	DESCRIPTION	UOM	DELIVERY DATE		DISCOUNT (RM)		
1	NRBRB00043	1	18/10/2024	3,000.00	-	0	3,000.00
	GC - RMBNCN CVIL OTHERS	EACH (1)			-		
	DESLUDGING GREASE TRAP						
	WASTE & GREASE PIPE						
	CLEANING WORKS JETTING						

TOTAL PURCHASE AMOUNT:	3,000.00
TOTAL TAX AMOUNT:	0.00
DISCOUNT:	0.00
NET PURCHASE AMOUNT:	3,000.00

APPROVAL LEVEL 1/ TAI CHUI PENG / 4/10/2024
APPROVAL LEVEL 2/ MUHAMMAD FAUZAN BIN AHMAD NAZERI (KJ00101) / 4/10/2024

Important:

- Please quote our Purchase Order No. on your Invoice, delivery order and all correspondence.
- This Purchase Order is subject to the Terms & Conditions (T&C) attached as Annexure 1 hereto.
- Seller shall comply with any and all applicable anti-bribery laws including the prescribed anti-bribery requirements as set forth in the Anti - Bribery and Anti-Corruption Addendum, a copy of which is attached as Annexure 2 hereto.
- Subject to the terms of the definitive contract (where applicable), this Purchase Order shall constitute a binding contract.
- This is computer generated. No signature is required.

Authorised By:

Annexure 1 : Terms & Conditions (T&C)

1. Introduction

- 1.1 This T&C shall govern the purchase of goods and/or performance of services by the Purchaser from the Seller.
- 1.2 This T&C shall form an integral part of this Purchase Order ("PO") and shall be read in conjunction with the PO.

2. Binding Effect

- 2.1 This PO shall become effective and binding upon issuance by the Purchaser and duly accepted by the Seller.
- 2.2 Subject to the terms of the definitive contract (where applicable), this PO constitute a binding contract between the Purchaser and the Seller.

3. Purchase Order (PO)

- 3.1 The timeline for delivery stipulated in the PO shall be strictly observed and complied with by the Seller. Without prejudice to any other rights available, the Purchaser reserves the right to terminate this PO and claim damages from the Seller for breach or non-adherence to the timeline provided in this clause 3.1.
- 3.2 The Seller shall ensure the quantity, type and quality of the goods and/or services requested in this PO are met and satisfied.
- 3.3 Any change or variation to the PO shall be mutually agreed by the Purchaser and the Seller.
- 3.4 Notwithstanding the delivery location as notified by the Purchaser in this PO, the Purchaser may direct and request for the goods and/or services to be delivered and/or performed at location other than as stated herein. The costs for such changes shall be firstly discussed and agreed by the Purchaser and the Seller.
- 3.5 For the avoidance of doubt, the risk attached to the requested goods and/or services in this PO during the period when the goods and/or services are delivered to the Purchaser shall be assumed by the Seller until duly accepted by the Purchaser pursuant to clause 5 of this T&C.
- 3.6 All costs and expenses of arranging transportation to deliver the goods and/or services to the delivery location as directed by the Purchaser shall be mutually agreed by both the Seller and the Purchaser and terms on such costs and expenses shall be specified in the PO.

4. Price and Payment

- 4.1 The price shall be set out in the PO and unless otherwise stated shall be inclusive of taxes, duties, levies, which shall be borne by the Seller and may be deducted from the price when it is due to the Seller.
- 4.2 No increase in price may be made without the prior consent of the Purchaser in writing.
- 4.3 Mode of payment and the payment terms shall be stipulated in the PO.
- 4.4 The Purchaser reserves the right to deduct from the payment due to the Seller under this PO in the event of delay by the Seller to deliver the requested goods and/or performance of the services within the time stipulated in this PO.

5. Inspection and Acceptance

- 5.1 Upon delivery of the goods and/or performance of the services to the delivery location as specified by the Purchaser, the Purchaser shall conduct an inspection and shall reserve the right to request for replacement or exchange or reject or return in the event the delivered goods and/or performance of the services are not in accordance with the specifications requested by the Purchaser. Any costs, liabilities, risks and title attached to the rejected goods and/or services shall be borne by/belong to the Seller.
- 5.2 In the event the goods and/or services meet the specifications requested by the Purchaser, the Purchaser shall acknowledge on the delivery order for such goods and/or services confirming the acceptance of the delivered goods and/or services immediately upon completion of the inspection.
- 5.3 Notwithstanding the above, any failure by the Purchaser to inspect or issue an acceptance note for the goods and/or services delivered shall not constitute a waiver for its rights of inspection and acceptance.
- 5.4 The Seller acknowledges and agree that any breach or non-compliance with the duties expected from the Seller by the Purchaser in this PO shall constitute a breach by the Seller and granting all rights for remedy and compensation to the Purchaser to claim and seek damages.

6. Cancellation and Termination

- 6.1 The Purchaser reserves the right to cancel or withdraw the order stated in this PO at its sole discretion in respect of whole or part of the goods and/or services by giving notice to the Seller at any time prior to the delivery of the whole or part of the goods and/or services in which event the Purchaser's sole liability shall be to pay the Seller that part of the price for the goods and/or services which have been duly accepted up to the date of cancellation of the PO.
- 6.2 The Purchaser may cancel or withdraw the order stated in this PO in the event the Purchaser is affected by the Force Majeure event. For avoidance of doubt, "Force Majeure event" means the acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, pandemic and/or fire which prevent the performance of some or all of the obligations in this PO.
- 6.3 The Purchaser shall reserve its absolute right to cancel and terminate this PO in the event the Seller delays or fails to supply the goods and/or perform the services within the time stipulated in this PO and shall be entitled to seek damages or compensation for such delay.
- 6.4 Upon cancellation of the PO, both the Purchaser and the Seller shall be absolved from any liability or obligations in this PO except for any antecedent claims which either party may have against each other prior to the date of such cancellation.

7. Warranty

All warranties attached to the goods and/or services delivered and/or performed pursuant to this PO shall transfer and be for the benefit of the Purchaser, upon its acceptance by the Purchaser. The Seller shall cause all acts to ensure the warranty cover for the goods and/or services delivered are passed onto the Purchaser upon delivery.

8. Assignment

The Seller shall not assign or sub-contract any right or obligation or performance under this PO without the written consent of the Purchaser.

9. Confidentiality

Each party shall at all times use its best endeavours to keep confidential (and to procure that its employees and/or agents shall keep confidential) and not to disclose to others any confidential information, personal data, proprietary or secret information or trade secrets of the other party, or any matter or anything ascertained by a party through this PO concerning the other party. The obligations and restrictions in this clause shall survive the termination or expiry of this Agreement for whatever reason.

10. Governing Law

This PO shall be governed by and construed in all respects in accordance with the laws of Malaysia and the Parties hereto submit to the jurisdiction of the Courts of Malaysia

11. Entire Agreement

In the absence of a signed contract, the PO, together with the attachments, schedules, supplements or other terms specifically referred to in the PO, constitutes the entire agreement between the Seller and the Purchaser. No other document including the Seller's proposal, quotation, letters, amendments or acknowledgment, whether verbal or written, forms part of the PO unless specifically agreed to in writing by the Purchaser. In the event of any conflict in any of the documents comprising the PO, the Seller shall immediately consult Purchaser for a resolution before proceeding with the delivery of goods or performance of services. This does not constitute a waiver or release of, any rights and claims against the Seller arising out of, or relating to, any fraud or duress in connection with the formation of the PO or any breach or anticipatory breach of any previously existing PO between the Purchaser and the Seller (whether or not such previously existing PO related to the same or similar Goods or subject matter as the PO). Notwithstanding the foregoing, if a signed contract covering the procurement of the Goods described in the PO exists between the Purchaser and the Seller, the terms and conditions of the signed contract shall prevail over any inconsistent terms in the PO.

Annexure 2 : ANTI-BRIBERY AND ANTI-CORRUPTION ADDENDUM

This addendum ("Addendum") is made a part of, and attached to and considered an integral part of the Purchase Order (and the terms and conditions included therein).

1. Definitions. For the purposes of interpretation of this Addendum the following defined terms shall apply:

"Affiliate" means any entity that controls, is controlled by, or is under common control, in each case either directly or indirectly with either Buyer or Seller, where "control" means the ownership of, or the power to vote, more than 50% of the voting stock, shares or interests of the entity. An entity that otherwise qualifies under this definition is included within the meaning of "Affiliate" even though it qualifies after the date of the Purchase Order.

"Applicable Law" means country laws, state and federal laws, any European Directives, rules, regulations, executive orders, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy guideline, concession or case law from time to time that apply to Buyer, Buyer's Affiliates, Seller or Seller's Affiliates (as a service provider to Buyer or Buyer's Affiliates) or the Products, including (i) any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country including the Malaysian Anti-Corruption Act 2009, Prevention of Corruption Act 1988, UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, in each case any amendments in relation to each issued from time to time, (iii) laws or regulations addressing unfair, deceptive or abusive acts or practices, (iv) laws or regulations addressing money laundering and (v) laws or regulations related to economic sanctions.

"Associated Person" means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for and on behalf of that entity in any capacity; for example, employees, agents, subsidiaries, representatives and subcontractors.

"Losses" includes all losses, claims, demands, liabilities, obligations, fines, expenses, royalties, litigation, deficiencies, costs, and damages (whether economic, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements.

"Personnel" means a party's or its Affiliate's directors, officers, partners (as applicable), employees, non-employee workers, agents, auditors and consultants. In addition, Personnel includes the directors, officers, employees, non-employee workers, agents, consultants or subcontractor used by Seller or a Seller Affiliate, directly or indirectly, to provide any Products.

"Public Official" means any person who holds a legislative, administrative, judicial, executive or military position of any kind (appointed or elected) of a country, territory or subdivision thereof, or exercises a public function for such country or territory or subdivision thereof (or for a public agency or public enterprise), including: any government officer or employee (including officials, employees and agents of government-owned or government-controlled entities or public international organisations), any person acting in an official capacity for or on behalf of any government entity, or any political party, party official, or candidate for public office.

"Purchase Order" means this purchase order together with all its attachments, supplements, appendices and other exhibits included by reference therein, and as may be amended and updated from time to time.

"Products" means the relevant goods and/or services traded under the Purchase Order.

- 2 Anti-bribery, Personal Dealings and Non-Subordination. Seller represents, warrants for and on behalf of itself, its Affiliates, Personnel and Associated Persons:
- neither Seller nor any of its Affiliates, Personnel or Associated Persons, has made or offered to make (or will make or offer to make), directly or indirectly, any unlawful payments to or has conferred or offered to confer (or will confer or offer to confer), directly or indirectly, any benefit upon any person (including any Public Official) in violation of any anti-bribery-related Applicable Law;
 - Seller will not (and has not), and will procure that its Affiliates, Personnel or Associated Persons will not (in connection with this Purchase Order):
 - make, give or offer any financial or other advantage to any person for the purposes of: (1) securing any improper advantage; inducing the recipient or another person to do or omit to do any act in violation of their duties or responsibilities (or for the purposes of rewarding such conduct); (2) influencing any act or decision of a Public Official; or (3) otherwise influencing the conduct of any person in any manner relating to the subject of this Purchase Order;
 - make, give or offer any financial or other advantage to any person where acceptance of the advantage would itself constitute violation of a person's duties or responsibilities; or
 - violate any anti-bribery related Applicable Law.
 - no Buyer Personnel or any of their immediate family members (as applicable) has received or will receive, directly or indirectly, anything of value of any kind from its Personnel in connection with this Purchase Order; and
 - Seller will conduct its business on behalf of Buyer in compliance with this Addendum, and any and all other Buyer anti-bribery and corruption statements, programs, policies and standards that Buyer has in effect or may put into effect and which have been provided to or otherwise made available to Seller (including through any Buyer external website).
- 3 Certifications. Seller shall (within a reasonable time) provide to Buyer such information and further written certifications as Buyer may request from time to time to assist Buyer's efforts to ensure compliance with anti-bribery related Applicable Law.
- 4 Training. Upon request by Buyer, Seller shall institute an anti-bribery-compliance training and reporting program that meets Buyer's prescribed requirements. Additionally, Buyer may designate which Seller positions and personnel must receive such training.
- 5 Termination for Breach. Buyer may terminate the Purchase Order immediately on written notice to Seller if Seller breaches any provision of this Addendum. The Seller shall not be entitled, nor shall it seek, any compensation for the termination of this Purchase Order on account of this paragraph 5.
- 6 Indemnification.
- Seller agrees to indemnify and hold harmless Buyer and Buyer Affiliates and each of their respective directors, officers, shareholders, employees, contractors and agents ("Indemnified Parties") and agree to keep the Indemnified Parties fully indemnified, immediately upon demand, against, all Losses relating to or arising out of or in connection with any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry by or against any Indemnified Party (a "Claim"), relating to the failure of Seller, Seller's Affiliates, Seller's Personnel or Associated Persons of the Seller's, or anyone acting for or at the direction of Seller, to comply with this Addendum.
 - The Indemnified Parties shall be entitled, in their absolute discretion, to take such action as they may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any Claim (including without limitation, making claims or counterclaims against third parties). Seller shall furnish the Indemnified Parties with such records, information and testimony, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnified Parties in connection therewith. Seller hereby unconditionally and irrevocably agree and acknowledge that nothing in this Purchase Order shall require the Indemnified Parties to take any action to their detriment or which may damage the reputation of Buyer (including its Affiliates and Associated Persons) while defending or prosecuting a Claim, including without limitation pleading guilty to criminal charges or admitting wrongdoing under any Applicable Law, agreement or instrument binding upon them.
 - The indemnification rights of the Indemnified Parties under this Addendum are independent of, and in addition to, such other rights and remedies that the Indemnified Parties may have at law, under this Addendum, in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 7 Audits and Records. During the term of the Purchase Order and for a period of six years after its termination or expiration, Seller shall allow Buyer and Buyer's designated representatives to audit, review and copy ("Audit") Addendum Records during regular business hours. Seller shall provide Buyer with access to Addendum Records to conduct an Audit within 24 hours after Seller's receipt of a request from Buyer. Seller shall cooperate fully and provide such assistance as is reasonably requested by Buyer in connection with an Audit. For purposes of this Addendum, "Addendum Records" means all information, including Seller systems, relating to the subject matter of this Addendum.
- 8 Post termination assistance. During the term of the Purchase Order and for a period of six years after its termination or expiration, Seller shall give reasonable assistance and cooperation to Buyer and Buyer's Affiliates and designated representatives in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption.
- 9 Conflict with the Purchase Order. To the extent a provision of this Addendum conflicts with a provision of the Purchase Order, the Addendum provision shall prevail.