

General Terms and Conditions for Delivery of Goods and/or Services



1. Purchase Order number(s) shall always be quoted on all Delivery Orders, Invoices, Packages and Correspondences.
2. **Composition and Priority of the Contract:** The "Contract" consists of the following documents, as and when applicable: (a) Letter of Acceptance and its contract conditions and appendices ("LOA"), (b) Company's Purchase Order ("Purchase Order"), (c) any Technical Documents provided, (d) Company's Policy (to the extent it applies to Vendor), and (e) any other expressly incorporated document. These documents collectively form the Contract and should be read as one. In case of ambiguity or contradiction, they will be given precedence in the order listed above. The Contract represents the entire agreement between the Parties, replacing all prior quotations, negotiations, and discussions. There are no other warranties, representations, or agreements concerning the same subject matter, except as expressly stated in the Contract.
3. **Sufficiency of Pricing:** The price in the Purchase Order shall cover all obligations of Vendor and all matters and things necessary for the performance of delivery of Goods and/or Services under the Contract, including market fluctuation, anticipated risks, relevant costs and expenses and shall include relevant taxes, duties, levies in respect of the said Goods and/or Services which are presently imposed by Legislations. Provided always that the amount of taxes, duties, levies for the price shall be subjected to change from time to time depending on the nature of the taxable or non-taxable items.
4. **Technical Documents:** Vendor shall provide programmes, method statement, reports, material data sheet, drawings, specifications, manuals, and other relevant documents relating to the performance of the Goods and/or Services as and when requested by Company.
5. **Insurance:** Vendor must obtain and maintain insurance, at their own cost, to cover various risks, including but not limited to works, personal injury, property damage, workmen's compensation, and any other legally required insurances. These insurances must be in effect from the start of work until the Contract expires or upon expiry of the warranty or Defect Liability Period ("DLP") (whichever is later) and should adequately cover the Vendor's obligations under the Contract. Vendor is responsible for ensuring that all local and foreign workers have the required insurance coverage. Company can request proof of these insurances, including premium receipts, at any time.
6. **Purchase Order:** The Purchase Order will be issued to Vendor digitally through the ERP System as an offer to Vendor for the performance of Goods and/or Services. Acceptance of the offer shall be made by Vendor within three (3) working days (or as extended by Company) from the date of issuance of the Purchase Order provided always that commencement and carrying out of any part of the Goods and/or Services by the Vendor shall constitute unconditional acceptance by Vendor. The Contract shall be effective from the date of acceptance by Vendor, or such other date as agreed by the Parties and shall continue in effect for so long as the Parties continue to have any rights, liabilities, or obligations under the Contract.
7. **Inspection and Rejection:** **Inspection** – The Company can inspect the Goods and/or Services before or after the Request Delivery Date (as set out in the Purchase Order), either at the specified delivery site or as directed by the Company. Such inspection does not mean approval or acceptance by Company. Even if approved during inspection, it does not waive the Vendor's obligation under the warranty in the Contract. The Company may conduct or appoint a third party for detailed inspection, and the Vendor must assist as needed for the inspection to take place. **Rejection** – Goods and/or Services may be rejected if they are defective, do not conform to specifications, are delivered late, sent to the wrong location, improperly labelled, or fail to comply with applicable Regulations. Upon rejection, the Vendor is obligated, at its own expense, to promptly correct, repair, rectify, or replace the rejected Goods and/or Services within the agreed-upon timeline. In cases where defects or non-conformities are not immediately apparent, or latent defects are later discovered, the Company reserves the right to return the Goods and/or Services for correction, repair, rectification, or replacement within the agreed timeline, at no additional cost to Company. These rights are in addition to any legal rights Company may have.
8. **Change Order:** Either Party may initiate changes to the Purchase Order which includes but not limited to quantity, delivery requirements, omission, addition, and such Party shall inform the other Party immediately but not later than three (3) working days (or extended by Company) prior to the Request Delivery Date. If any changes could not be complied with, the Party shall notify the other Party within two (2) working days from receipt of the notification. Any Party requested for changes to the Purchase Order shall be responsible to bear all cost and expenses (mutually agreed) incurred due to such changes. For avoidance of doubt, Company reserves its right to reject the changes of the Purchase Order as its final decision with no liability on Company.
9. **Goods/Services Quality and Handling:** The Goods and/or Services must be new, of high quality, and well-made, suitable for their intended purpose or ordinary use, in line with the Purchase Order's description, and free from any third-party claims. Goods and/or Services should be packed and transported per recognised standards to reach their destination undamaged. Costs related to packing and transportation are included in the pricing in the Purchase Order. Vendor must provide packing and advice notes, clear handling instructions, customs documentation, and proof of inspection and completion with each shipment.
10. **Performance and DLP/Warranty Period:** Vendor shall ensure that it is ready to deliver the Goods and/or Services on the Request Delivery Date and shall commence and continuously proceed with the same in accordance with the Contract. If Company identifies any defect in the Goods and/or Services (despite prior rectification, if any) at any time during the Contract period and/or within 24 months from the date of completion of the Goods and/or Services (DLP), as applicable, Company may give notice thereof to Vendor. Following receipt of such notice, or at such other time as required by Company, Vendor shall forthwith carry out all work necessary at its own cost to rectify such defect. If Vendor fails to comply with its obligations under this Clause, Vendor may have such obligations carried out by others and all costs reasonably incurred by Company as a direct result thereof plus administrative charges shall be recoverable by Company from Vendor. Unless otherwise specified in the Contract, the warranty period extends for 24 months from the date of completion of Goods and/or Services (Warranty Period), as applicable. If any defect arises due to faulty design, materials, workmanship, or manufacturing during this Warranty Period, Vendor must promptly, at its own cost, correct, repair, rectify, or replace the defective part. Should Vendor refuses or is unable to perform such rectification or replacement at the delivery point, or if the Goods and/or Services are already installed in a location where access is not possible for rectification or replacement, the Company may arrange for such actions by itself or a third party. In either case, the Vendor is liable for the full cost plus administrative cost. Any costs related to dismantling or re-assembly to access the defective part are solely the Vendor's responsibility. If applicable, the Vendor also warrants that it possesses the necessary experience, capability, and competent manpower for periodic maintenance of the Goods and/or Services during the Warranty Period.
11. **Key Performance Indicator ("KPI"):** If applicable, Company shall prepare and formulate measurement criteria to gauge Vendor's overall performance for the Goods and/or Services based on KPI indicators as Company deems fit. Vendor hereby

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- agrees and undertakes to comply with the KPI, failing which Company reserves the right to deduct, withhold and set-off the amount set out in the KPI from any sums due to Vendor under the Contract and other contracts with Vendor.
12. **Delivery Order:** All Delivery Order(s) shall clearly indicate the Purchase Order number and shall include a goods/service form, dispatch form, packing list, work done or work order, work certification, proforma invoice and/or any other relevant documents as requested by Company to expedite the receiving of the said delivery.
 13. **Early Delivery:** Unless otherwise agreed by the Parties in writing, no partial and/or early delivery of the Goods and/or Services shall be allowed.
 14. **Late Delivery – LAD / Liquidated Damages:** Company is entitled to impose late delivery charges of 10% of the undelivered Goods or unperformed Services per day up to a maximum of 10 days (or longer as may be imposed by Company) from the Request Delivery Date until the actual delivery of Goods and/or Services.
 15. **Payment and Invoicing:** For the performance of the Goods and/or Services, Company shall pay or cause to be paid, the amounts provided in the Contract to Vendor at the times and in the manner as set out in the Contract. Vendor shall address all invoices to office or address as stated in the Purchase Order through the Company's ERP System for the amount due under the Good Receipts Note ("GRN"). All invoices shall include one (1) copy of Purchase Order, one (1) copy of the duly acknowledged Delivery/Service Order and other supporting documents as required by the Company as per Clause 12. Payment would be paid by Company to Vendor upon receiving the undisputed invoice in the ERP System within the credit terms specified in the Purchase Order. Provided always Company reserves the right to reject any invoice which is inconsistent with the GRN and/or Purchase Order.
 16. **Company's Right to Withhold, Deduct and Set-Off:** Company has the right to withhold, deduct or set-off any money owed to Vendor under the Contract or other contracts with Vendor. This deduction can cover various purposes, including Vendor's liabilities, obligations to third parties, unsatisfactory work, or insurance deductibles. If the exact amount owed by Vendor is not determined yet, Company can withhold, deduct or set-off an amount it deems sufficient to cover the eventual liability. This right is in addition to Company's other rights and remedies.
 17. **Ownership:** Title and ownership of the Goods and/or Services shall transfer to the Company upon successful delivery (whether in whole or in part), confirmed in writing by the Company, even if payment is not yet complete. The Vendor is responsible for and must protect the Company from any claims related to damage or loss of the Goods and/or Services (to which Company has title) due to the Vendor's negligence or breach of duty, whether statutory or otherwise.
 18. **Delay and Extension of Time:** Vendor must follow the Request Delivery Date and/or schedule/milestone outlined in the Contract. If any circumstances may cause a delay, Vendor must inform the Company in writing as soon as they foresee a delay or if they could not foresee it as soon as they become aware, within seven (7) days of the delay happening. In this notice, Vendor must explain the likely impact on the delivery date and affected activities. If an extension of time is justified, both Parties will agree on a new delivery date. This change will be documented in the Purchase Order through a Change Order. If an extension is not justified, the Company can impose LAD, and Vendor must issue a Credit Note reflecting the deducted amount. These damages are a reasonable estimate of Company's likely costs due to delays, but it is not a penalty. Importantly, the Vendor cannot claim an extension for delays they could have prevented or reduced through their best efforts. The Vendor bears the responsibility of proving that they did their best to avoid or reduce such delays.
 19. **Termination:** Company reserves the right to terminate all or any part of the Contract in the event that Vendor: (a) is in breach of health, safety and environment requirements under the Contract or Regulations and fails to remedy such breach upon notice by Company; (b) makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any similar event; or (c) is in material breach of the Contract and fails to remedy such breach upon notice by Company. Provided always, Company reserves the right to deduct, withhold and set-off any monies due to Vendor under the Contract and other contracts with Vendor. Notwithstanding the foregoing, Company reserves the right to terminate the Contract without cause and without assigning any reason to Vendor by giving a reasonable prior notice to Vendor.
 20. **Suspension:** Company can temporarily halt Vendor's work for reasons such as missed deadlines, Contract breaches or non-compliance, or unforeseen events by providing written prior notice. During the suspension, Vendor must stop relevant work, minimize costs, and mitigate the impact. Compensation for costs incurred during the suspension may be granted if Vendor is not at fault. However, no compensation is provided for delays, loss of profit and other kind of losses if due to Vendor's fault. Once the issues leading to the suspension are resolved, Company will notify Vendor to resume work upon extended timeline and revision of cost (as may be agreed between the parties). If Vendor doesn't promptly resume work, Company can terminate the Contract.
 21. **Step-In by Company:** If in Company's view, Vendor does not meet the Contract's requirements or obligations, Company can take necessary actions to complete the Goods and/or Services without granting any extensions, additional payments, or allowing Vendor to claim costs or losses including profit loss. All costs incurred by Company for this action, including administrative charges, will be paid by Vendor, deducted from any amounts due or becoming due to Vendor, or treated as a debt. This does not release Vendor from its obligations, duties, warranties, or liabilities under the Contract.
 22. **Warranty:** Vendor represents and warrants to Company that: (a) it is a corporation validly existing under the laws of Malaysia; (b) Vendor has obtained a valid registration with the relevant statutory body or authority; (c) it has the corporate power to enter into and perform his obligations under the Contract; (d) as at the execution date, neither the execution nor performance by it under the Contract will violate its Constitution or Legislations. **General Warranty for performance of Goods and/or Services** – Vendor warrants to Company that: (a) the Goods and/or Services shall be genuine, new, unused and current or of recent production; (b) the Goods and/or Services shall be of merchantable quality, fit for its purpose and free from any defects in design, material and workmanship; (c) the Goods and/or Services shall correspond with Contract requirements which include relevant specification or sample; and (d) the Goods and/or Services shall comply with all statutory requirements and Legislations. **Manufacturer's Warranty** – Without prejudice to the general warranty mentioned above, Vendor shall ensure that any guarantees or warranties issued by manufacturers of the Goods and/or Services provided by Vendor shall be issued in the joint names of Vendor and Company or in favour of / assigned to Company, such that Company enjoys the same benefits and protection provided by such guarantees or warranties as does Vendor. Upon delivering the Goods and/or Services, Vendor must provide the Company with the original copies of any guarantees or warranties related to those Goods and/or Services. However, giving these guarantees or warranties does not exempt Vendor from its Contract obligations. Vendor should also provide a list of maintenance procedures, their frequency, and necessary precautions to maintain the warranty. Additionally, Vendor must specify which

parts of the Goods and/or Services Company personnel should not handle to ensure warranty compliance. **Intellectual Property Warranty** – Vendor hereby warrants that neither the sale nor the use of any Goods and/or Services will infringe any Legislations, Malaysian or foreign patent, trademark, registered design, or other industrial or intellectual property rights whether similar to any of the foregoing. Vendor shall be responsible for, indemnify, defend and hold Company harmless from and against all actions, costs, claims, demands, expenses, and liabilities whatsoever arising out of or in connection with the Contract alleging that the performance, receipt or use of the Goods and/or Services infringes any third party's intellectual property or other rights.

23. **Liability and Indemnity:** Vendor is responsible for and shall fully indemnify Company against any liabilities, losses, damages, costs (including legal expenses), or expenses arising from: (a) Breach of Vendor's warranties regarding the Goods and/or Services. (b) Claims that the Goods and/or Services infringe intellectual property rights. (c) Liabilities under consumer protection laws related to the Goods and/or Services. (d) Vendor's default, negligence, or acts in providing the Goods and/or Services. (e) Personal injury, illness, death, or property damage to Company group wide, as caused by Vendor. (f) Vendor's non-compliance with Company's Health, Safety, Security & Environment Management Requirements or other regulatory compliance. (g) Personal injury, illness, death, or property damage to Company, Company Group, or third parties caused by Vendor's negligence, fault, or under strict liability.
24. **Intellectual Property:** Both Company and Vendor retain ownership of their pre-existing or independently created Intellectual Property prior to Contract. Unless otherwise agreed, any Intellectual Property related to the Goods and/or Services belongs to Company, and Company has the right to use it as desired. Vendor must maintain Company provided Intellectual Property and return or destroy it at the end of the Contract. If Company can't use the Goods and/or Services, Vendor must repurchase them at the original price plus related costs, as mentioned in the Purchase Order.
25. **Force Majeure:** "Force Majeure" refers to events beyond the control of Company or Vendor, directly impacting the Contract's execution namely war, civil unrest, government actions and natural disasters only. If either party is unable to fulfil their obligations due to a Force Majeure event, they must promptly notify the other party in writing, with details on mitigation efforts. The affected party will not be liable for performance delays caused by such an event. If a Force Majeure event prevents, hinders, or delays performance for over 30 consecutive days, either party may attempt resolution or terminate the Contract, without affecting other contractual rights. For avoidance of doubt, financial inability of the Vendor is not a Force Majeure event.
26. **Confidentiality:** All information including the negotiation leading to the Contract, whether such information is marked as confidential or not, shared by Company with Vendor in relation to the Contract, which a reasonable person would consider as confidential, shall be held in strict confidence and shall not be disclosed to any third party or used for any purpose other than the performance of the Contract, unless expressly authorized in writing by the disclosing party or required by applicable law. In the event of a breach, damages alone would not be an adequate remedy and Company shall be entitled to the remedies of injunctions, specific performance, or other equitable relief. Vendor will promptly destroy or return the confidential information upon request by the Company. The obligations in this Clause shall survive termination of the Contract.
27. **Liens, Charges and Encumbrances:** Vendor shall protect and hold all Company's properties free from all liens, charges, or other encumbrances in connection with the Contract. Vendor shall be responsible for, indemnify, defend, and hold Company harmless

from and against all claims in respect of liens, charges or other encumbrances created or asserted by Vendor over Company's properties.

28. **Audit:** Vendor shall keep full and complete accounts and records in connection with the Contract. Company shall have the right to inspect and audit any of Vendor's accounts or records as may be necessary in the sole opinion of Company to verify that Vendor comply the requirements of the Contract including the rates and prices under the Contract. Company shall obtain equivalent rights of inspection and audit to those specified above from Vendor's subcontractors and will cause such rights to extend to Company.
29. **Health, Safety, Security & Environment Management Requirements:** Vendor shall comply with Company's health, safety, security and environmental policies and Legislations in connection with the performance for the Goods and Services or as specified via [HSSE Management Requirements](#) or as directed by Company's health and safety representative from time to time and any other regulations in respect thereof.
30. **Hazardous Materials:** If Goods and/or Services provided by Vendor under the Contract involve handling, cleanup, treatment, storage and/or disposal of hazardous substances including, but not limited to, hazardous materials or hazardous waste, Vendor shall only assign individuals to handle any such hazardous substances who meet the current training requirements for Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), as required by the Department of Occupational Safety and Health Administration ("DOSH") or Company's HSSE Management Requirements, whichever is greater. If any of the Goods and/or Services ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" as defined by any applicable Legislation, Vendor shall provide at the time of delivery all required notices and information, including without limitation, notices and information for Occupational Safety and Health Administration ("OSHA"), and material safety data sheets. Vendor agrees to maintain such information current and shall provide Company with any amended, altered, or revised information on a timely basis. Vendor warrants that the Goods and/or Services supplied under the Contract do not contain any substance whose use is prohibited by relevant Legislation.
31. **Business Ethics: Code of Conduct for Business Partners** - Vendor acknowledges and agrees to comply with the rules and regulations of Company's Code of Conduct for Business Partners as specified via [Code of Conduct for Business Partners](#). **Anti-Bribery and Anti-Corruption** - Any attempt to offer, request, or receive bribes related to the Contract is a crime under the Malaysian Anti-Corruption Commission Act 2009 (Act 694). If anyone associated with either Party, including employees, is found engaged in such conduct, the Act's provisions will apply, and the respective Party will take appropriate action under the Act. Both Parties confirm they will not engage in bribery in connection with the Contract. If any Party or its associates are convicted of corruption or illegal activities related to the Contract, the other Party can terminate the order immediately with written notice. **Social Media Policy** - Vendor acknowledges and agrees to comply with the rules and regulations of Company's Social Media Policy as specified via [Social Media Policy](#).
32. **Environmental, Social and Governance (ESG):** Company may introduce and provide information on ESG initiatives to Vendor including its latest policies, rules and regulations and Vendor shall extend its full cooperation and respond to events organised by Company and/or to provide any information requested by Company from time to time. Vendor is highly encouraged to adapt and implement ESG efforts, policies, and ethics for the purpose of performance of the Goods and/or Services.
33. **Notices and Communications:** Any required notices, approvals, consents, or other communications under the Contract are

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considered properly delivered if: (a) Hand-delivered to the address provided by either Party. (b) Sent via courier or registered post to the specified address. The notice is considered delivered: (a) On the day of personal delivery. (b) On the day of courier receipt confirmation. (c) Seven days after sending by registered post. Either Party can change their address by giving a 14-day written notice. However, notices and communications must not be unreasonably delayed. No other forms of communication, like social media or SMS or WhatsApp, are acceptable for official notices and formal communications under the Contract.

34. **Consequential and Indirect Loss:** Neither party shall be liable to the other party for consequential losses of an indirect nature (such as but not limited to loss of production, loss of product, loss of use of revenue, profit or anticipated profit and business interruption howsoever arising) resulting from or arising out of any breach of the Contract. For avoidance of doubt, LAD/ Liquidated Damages shall not be construed as a Consequential Loss.
35. **Assignment, Novation & Sublet/Subcontract:** Vendor shall not, without the prior written consent of Company and on terms acceptable to Company, assign, novate, sub-let or sub-contract any of its rights, titles, benefit, or interest in or under the Contract to a third party.
36. **Dispute Resolution:** Any disputes related to the Contract must first be resolved through amicable discussions within 15 working days. If no resolution is reached, the matter can be referred to a Dispute Resolution Committee, comprising two authorized representatives from each Party, to convene within 14 working days upon written request. The Committee will strive to settle the dispute within 15 working days (or as mutually extended) of its first meeting. If no resolution is achieved, the Parties agree to submit to the exclusive jurisdiction of the Malaysian courts. Decisions of the Dispute Resolution Committee are binding.
37. **Waiver and Amendment:** No delay or failure by the Company in enforcing any provision of the Contract shall be considered a waiver of the Company's rights. The Company retains the right to enforce any provision at a later time, and such enforcement shall not prejudice or affect the Company's rights regarding any other provision or any subsequent breach. Except as provided herein, no changes to the Contract are valid unless agreed and signed between the Parties.
38. **Law and Language:** The Contract is governed by the laws of Malaysia, and the Parties agree to the exclusive jurisdiction of Malaysian courts. The official language for the Contract is English, but Parties agree that all communication and documents may either be in English or Bahasa Melayu.
39. **Privity of Contract:** No third party may enforce any of the provisions of the Contract.
40. **Surviving Rights:** If Vendor's appointment under the Contract is terminated, Vendor remains liable for any antecedent actions or failures or breaches under the Contract. Vendor must indemnify and protect the Company from any resulting claims thereto.
41. **Severance:** If any part of the Contract becomes invalid, illegal, or unenforceable, it shall be modified to the minimum extent needed for validity. If modification is impossible, it shall be removed. Such actions won't affect the validity of the rest of the Contract. If either Party identifies an invalid provision, both Parties will cooperate to amend it in good faith to ensure legality while maintaining the original commercial intent.
42. **Independent Contractor:** Vendor is an independent contractor and has control over the Goods and/or Services. The Contract does not create a partnership, joint venture, or employment relationship between the Parties. No one from Vendor's side including its subcontractors, can represent themselves as employees or agents of Company unless expressly authorized in writing.
43. **Advertising and Publication:** Vendor shall not use Company's logo, pictures, images, graphic, trademark or trade name associated to Company and make any reference to Company (including but not limited to reference to Company as Vendor's client) in any of Vendor's proposals, advertising activities, marketing referrals, brochures, or other similar documents without obtaining Company's prior written consent.
44. **Cost and expenses:** Vendor shall solely bear the stamp duties, legal costs and fees in the preparation and execution of the Contract and anything incidental thereto.
45. **Good faith:** In all dealings under the Contract the Parties shall act in good faith and in a spirit of a mutual trust.
46. **Time:** Time whenever mentioned shall be of the essence of the Contract.
47. **Definition and Interpretation:** References in this General T&C to: (a) Party refers to any of the parties and Parties refer to both Company and Vendor including its successors in title and permitted assigns; (b) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (c) the words "including", "include" and "other" shall be construed without limitation; (d) "Legislation" covers all relevant laws, rules, regulations, and requirements from any government authority, court, or regulatory body, at any level (international, national, regional, local), including updates, extensions, or re-enactments; (e) the singular shall include the plural and vice versa unless the context otherwise requires; (f) all instructions, directions, notices, agreements, authorisations, approvals, consents and acknowledgements between the Parties relating to the Contract shall be in writing and issued by authorised representative only; (g) "ERP System" refers to the Company's ERP System which consists of service portal, supplier portal whereby Vendor will be granted user ID and access and relevant transactions between the Parties e.g. issuance of order, invoices will be made within the system; (h) "Company" refers to any entity that enters Contract with Vendor within UEM Edgenta Bhd and its group of companies and may include its authorized representative, agents or advisors; (k) "Vendor" refers to Vendor that enters Contract with Company and may include its authorized representative, agents or advisors but shall not include any entity within Vendor's group of companies (k) "Company's Policy" refer to relevant documents under 'Guideline and Policy' provided by Company via Company Policy to the extent it applies to Vendor. Reference to "Goods" and/or "Services" have the same meaning as set out in the Contract.