

 <b>Standard Purchase Order</b>		<b>Supplier:</b> <b>NUSANTARA TECHNOLOGIES SDN BHD</b> 5 JLN ANGGERIK MOKARA 31 45 SEK 31 KOTA KEMUNING SHAH ALAM, SELANGOR 40460 Malaysia	
<b>PO Nbr: 4229095385</b> <b>PO Rev.: 0</b> 		<b>Supplier Contact:</b> MOHD ZAIDI <b>Phone:</b> (03) 51228766 <b>E-Mail:</b> salina@nusatek.com, info@nusatek.com <b>Fax:</b>	
<b>PO Issue Date:</b> 31-Jul-19 <b>PO Rev. Date:</b> <b>Sys-Gen. Approved PO Date:</b> 01-Aug-19		<b>Buyer:</b> Yee, Yoke Lin <b>Phone:</b> <b>E-Mail:</b> YokeLin.Yee@Emerson.com <b>Fax:</b>	
<b>Issued By:</b> EMERSON PROCESS MANAGEMENT <b>Tax ID/RFC/VAT:</b> 900726784		<b>Ship To: Attn: Receiving</b> EMERSON PROCESS MANAGEMENT MANUFACTURING (M) SDN BHD (400431-P) PT37592 (LOT 13111), MUKIM LABU, KAWASAN PERINDUSTRIAN NILAI 71807 NILAI, N.SEMBILAN, , MALAYSIA	
<b>Bill To: Attn: Accounts Payables</b> EMERSON PROCESS MANAGEMENT MANUFACTURING (M) SDN BHD (400431-P) PT37592 (LOT 13111), MUKIM LABU, KAWASAN PERINDUSTRIAN NILAI 71807 NILAI, N.SEMBILAN, , MALAYSIA			
<b>Payment</b>	<b>Curr</b>	<b>Delivery</b>	<b>Title Transfer</b>
NET60	MYR		
<b>This Purchase Order number and Revision, Release Number and Revision, and appropriate line Item Number(s) must appear on all Invoices, Packing lists, cartons and correspondence related to this order. See the "Additional Instructions" section below for further information!</b>			

Line	Ship #	Item No. / Rev Description	Req. Ship Date	Req. Rec. Date	Qty	UoM	Unit Price	Ext. Price
1	1	Mob_demob from Shah Alam to/fro Emerson		30-OCT-19	2.00	EACH	150.00	300.00
Supplier Item:KASMAH-2089424 To add transportation for PO 4229094980								
<b>Total:</b>								<b>300.00</b>

<b>Additional Instructions:</b>  PLEASE ATTENTION TO: KAMARUL.G (DEPT: QA / PHONE NO: 06-795 2910) Mohdkamarul.ghazali@Emerson.com  Adherence to FGS 15B13.0 Rev. B "Supplier Quality Procedure" is required Solid Wood Packing Materials shall comply with ISPM-15 for all international shipments
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<b>Supplier Acknowledgement And Acceptance</b>  Please acknowledge receipt of this PO and confirm the required date of delivery, the order price and quantity to the buyer contact at top of document. Please review Additional Instructions below. <b>Accepted By:</b> _____ <b>Authorized Signature:</b> _____ <b>Accepted Date:</b> _____
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**Requirements:**

1. Supplier needs to comply with requirements on the relevant Fisher specifications, drawings & Supplier Quality Procedure FGS15B13.0. Rev. B

2. For Pressure Boundary Parts, the casting needs to comply with FGS15B13.9 (previously QS50-0001).

3. Supplier needs to produce inspection documents and material certificate reports for pressure retaining parts per applicable standards (EN 10204).

When certificates are required to be produced by Purchase Order, Supplier shall transmit those certificates electronically as per FGS 15B13.16 – Requirements for electronic certificates.es.

**Additional Requirements:**

1. Supplier needs to acknowledge acceptance of purchase order within 3 working days.

2. No change requests from Suppliers will be accepted unless in writing.

3. The time stipulated for delivery of the Goods and performance of the work shall be of the essence. Supplier shall notify Buyer within 3 working days in advance of any likely delay in delivery or completion.

4. Deliveries in advance of the delivery date specified by Buyer may, at Buyer's option, be returned to Supplier at Supplier's risk and expense or Buyer may retain the goods but payment will only be released as per the purchase order 1st acknowledged ship date with the agreed payment terms. All excess transportation charges resulting from failure to follow any routing instructions given by Buyer shall be for Supplier's account. Supplier shall obtain Buyer's approval for early or partial shipments prior to shipment.

5. All products shall be shipped in packaging that provides adequate protection during shipment as well as storage. Supplier shall be responsible for any loss or damage due to improper packaging. Rust prevention oil is required.

6. Fisher authorized freight forwarders are to be used for all shipments. Supplier needs to inform Buyer on the shipping details.

7. All shipments to Fisher shall adhere to International Trade Compliance and include the following:

- Required documentation with complete and correct information (e.g. Packing List, Invoices, Bills of Lading, etc.).
- Invoice must indicate Invoice No, PO No, Line No, Part No, Item Description, Quantity, Currency, Delivery Term, Shipping Mode, HTS Code and Country of Origin.
- Packing must indicate Packing List No, PO No, Line No, Part No, Item Description, Quantity, Delivery Term, Net & Gross Weight.
- Each part number shall be boxed/bagged separately. If not possible each part must be clearly identified with part number, PO number, PO line number.
- Each container shall be marked with the part number and revision level of the contents so that it is visible from the outside of the packaging.

8. Fisher requires that suppliers have a quality system that ensures parts are produced with the correct material required in the purchase order. For parts where material conformance is critical to the performance of the parts (e.g. pressure retaining parts) or for compliance to regulatory requirements (e.g. PED), Suppliers shall meet the following requirements:

- Maintain material traceability to a heat number and material properties.
- Produce material certificate reports per applicable standards (EN 10204) and provide to Fisher as requested.
- Perform positive material identification (PMI) tests to verify material type.
- Provide evidence of controls in place to prevent the shipment of incorrect material.

9. Buyer reserves the right, from time to time to change any specifications, drawings, delivery dates, quantities and items covered by this purchase order. If such change would materially affect the price or delivery date, Buyer and Supplier shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Supplier shall have notified Buyer in writing of any claim for such adjustment within 5 working days from the date of such notice from Buyer, supplier shall not suspend performance of this purchase order while Buyer and Supplier are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of Buyer.

**TERMS AND CONDITIONS PURCHASE ORDER**

**ORDERS DELIVER:** The time of delivery shall be as specified in this contract unless otherwise agreed in writing by Buyer and Seller; time being of the essence. Any lead times incorporated in this contract are deemed firm commitments by Seller. Deliveries in advance of the delivery date specified by Buyer may, at Buyer's option, be returned to Seller at Seller's risk and expense or Buyer may retain the goods and pay for the same in accordance with the provisions hereof as if such goods were received on the specified delivery date. All excess transportation charges resulting from failure to follow any routing instructions given by Buyer shall be for Seller's account. Seller shall obtain Buyer's approval for partial shipments prior to shipment.

**PACKING AND MARKING:** The goods shall be packed by Seller to ensure safe and proper delivery of the goods to Buyer in an undamaged condition and Seller shall be responsible for any loss or damage. The goods shall also be marked and packaged by Seller in accordance with Buyer's instructions and specifications. A packing list shall be included with each shipment.

**RISK OF LOSS:** Risk of loss to the goods shall pass to the Buyer when delivered at the delivery point specified by Buyer.

**BILLING:** Invoices must be furnished in duplicate and mailed to the attention of the ordering Buyer's

**ACCOUNTS PAYABLE DEPARTMENT:** Any charges prepaid by Seller on behalf of Buyer pursuant to this contract for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer.

**PAYMENT:** Payment will be made following receipt of the goods and required documentation as provided in this contract.

**TAXES:** All taxes arising out of the transactions shall be borne by Seller except as otherwise described herein.

**CONTINGENCIES:** Neither party shall be held responsible for any delay or failure in performance hereunder caused by acts of God, war, riots, fire, explosion, flood, strike, lock-out, injunction, governmental laws or regulations, or any other cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or use of the goods; provided that the party who is affected or threatened by such immediately notifies the other party of the nature and estimated effect upon its performance hereunder.

At Buyer's option, the period specified for delivery of goods hereunder shall be extended by the period of delay occasioned by any such cause and deliveries omitted shall be made during such extension, or the total quantity shall be reduced by the deliveries affected by the suspension of such performance, but the balance of the contract shall otherwise remain unaffected. Buyer shall have the option to terminate this contract without liability to Seller if the period of suspension exceeds or is expected to exceed thirty (30) days. In the event of allocation by seller as a result of the foregoing, Seller shall allocate its local available supply of goods among Buyer and Seller's regular customers on a fair and equitable basis.

**WARRANTY.** Seller warrants clear title to the goods, free of any lien or encumbrance, and that all goods shall be new, merchantable, of high quality and workmanship and free from defects; shall conform strictly and in all respects with the terms hereof and with the drawings, designs, specifications, descriptions and samples identified in this contract, and shall be fit for the purposes intended if the purpose is known or reasonably should be known to Seller. These warranties shall run to Buyer, its successors, assigns, customers, and users of

the goods. Seller agrees, at its own expense and whenever reasonably requested by Buyer, to furnish and deliver to Buyer satisfactory evidence showing that each of said drawings, designs, specifications, descriptions and samples have been fully and completely complied with and that the goods supplied hereunder fully and completely conform thereto. Seller agrees, at its cost, to immediately replace, repair, grant credit for, or make good, as requested by Buyer, any goods not conforming to the foregoing warranties. The foregoing rights of Buyer are not exclusive and shall not limit Buyer's right to avail itself of any other remedy provided by this contract, law or equity.

Buyer's payment, inspection or failure to inspect the goods delivered hereunder shall not release Seller from its obligations under this contract.

**DEFAULT:** In the event of any bankruptcy or insolvency proceedings involving Seller, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if Seller is insolvent or fails to perform any provision of this contract, or so fails to prosecute the work as to endanger performance of this contract and does not cure such failure

within a period of five (5) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure. Buyer may, by written notice to Seller, without any liability whatsoever and without prejudice to any other rights or remedies which Buyer may have under this contract or in law or equity, terminate, in whole or in part, further performance by Seller of this contract.

In the event of such occurrence, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against, any damages and reasonable costs, including without limitation, attorney's fees, incurred by Buyer as a result thereof. Any amounts due Seller for goods, work and other items delivered or provided by Seller in full compliance with the terms of this contract prior to such event shall be subject to setoff of Buyer's additional costs of completing the contract and other damages incurred by Buyer as a result of Seller's default. Waiver by Buyer of any default of Seller shall not be considered to be a waiver by Buyer of any provision of this contract or of any subsequent default by Seller.

**DOCUMENTATION:** It is agreed that all technical documentation and other literature necessary for the proper and safe use of the goods will be provided to Buyer with the goods, unless otherwise directed by the Buyer, and its cost is included in the price.

**CANCELLATION OR SUSPENSION:** In addition to the provisions of the DEFAULT section, Buyer shall also have the right to cancel, without cause further performance of all or any separable part of this contract at any time by written notice to Seller, provided such cancellation is not for purposes of acquiring the goods at a lower price from a third party. On the date of such cancellation stated in such notice, Seller shall discontinue all work as directed by Buyer pertaining to this contract, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this contract, work in progress, and completed work both in its own and in its suppliers' plants pending Buyer's instructions, and shall dispose of same in accordance with Buyer's instructions. Cancellation payment to Seller or refund to Buyer, if any, shall be promptly agreed to by Buyer and Seller based on that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting solely from the cancellation, as substantiated by documentation satisfactory to and verified by Buyer with appropriate credits for the disposition of work and material on hand, and amounts previously paid by Buyer. Seller shall not be entitled to any prospective profits or damages because of such cancellation.

Buyer further reserves the right, from time to time, upon written notice to Seller to suspend and reinstate execution of the whole or any part of the contract without invalidating the other provisions of this contract.

**PRICE.** If Buyer can purchase goods of comparable quality at a lower cost than the delivered cost of the goods then in effect hereunder and Buyer gives Seller written notice thereof, Buyer may purchase such goods, unless within fifteen (15) days of receipt by Seller of said notice, Seller shall meet such lower delivered cost for any equal quantity of goods thereafter sold hereunder. Any quantity so purchased from another source shall be deducted from any obligation that Buyer may have hereunder, but the contract shall otherwise remain unaffected.

**CHANGES:** Buyer reserves the right, from time to time to change any specifications, drawings, delivery dates, quantities and items covered by this contract. If such change would materially affect the price or delivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Seller shall have notified Buyer in writing of any claim for such adjustment within thirty (30) days from the date of such notice from Buyer. Seller shall not suspend performance of this contract while Buyer and Seller are in the process of making such changes and any related adjustments.

No substitutions shall be made without the prior written approval of Buyer. Seller agrees that it will not make any process/manufacturing changes which might affect the performance, characteristics, reliability or life of the goods without the prior written approval of Buyer.

**INSPECTION AND EXPEDITING:** Buyer and its customers, at Buyer's option, shall have the right to visit the premises of Seller and any of Seller's suppliers during their normal hours of operation to inspect and test the goods and work in the process and to expedite their manufacture and delivery without relieving Seller of its obligations hereunder.

Inspection or testing by Buyer shall not constitute "acceptance" by Buyer and Buyer reserves the right to reject the goods for noncompliance with the provisions of this contract.

**BUYER'S PROPERTY:** All tooling, patterns, dies, gauges, jigs, fixtures, and all specifications, drawings, samples, designs and other items and information, including without limitation, all copies and improvements, furnished by Buyer to Seller or obtained or furnished by Seller, in connection with or in furtherance of this contract (collectively "Buyer's Property") are and shall remain the property of Buyer and shall only be used in the performance of work hereunder for Buyer. Upon Buyer's request or the cancellation, termination or expiration of this contract, at Buyer's direction, Buyer's Property shall be promptly disposed of or returned in good repair, normal wear and tear excepted, by Seller to Buyer. Seller assumes the risk of loss and damage to Buyer's Property while in Seller's possession or under its control. Seller shall notify Buyer promptly whenever any items of Buyer's Property are in need of repair or replacement. Seller shall mark or otherwise identify Buyer's Property as the property of Buyer and shall properly maintain and store the same. **SELLER WAIVES ANY RIGHT IT MAY HAVE IN LAW OR EQUITY TO WITHHOLD BUYER'S PROPERTY.**

Seller shall safeguard, treat as confidential, and shall not disclose to any third party, use or reproduce, except as provided herein, any of Buyer's information or data so long as, and to the extent that such information or data does not become part of the public domain through no fault of Seller. These obligations shall survive the termination or expiration of this contract.

**PATENTS AND COPYRIGHTS:** Except where manufactured according to designs and drawings furnished by Buyer, Seller warrants that Buyer's purchase, use or sale of the goods and associated documentation and literature furnished under this contract to Buyer, will not infringe any valid patent, trademark, service mark, trade secret or copyright, and Seller agrees to defend any claim, action or suit that may be brought against Buyer or its customers for patent, trademark, service mark or copyright infringement by reason of Buyer's or its customers' purchase, use or sale of such goods, documentation, or literature and Seller also agrees to indemnify Buyer and its customers and hold Buyer and its customers harmless against all judgments, decrees, damages, costs and expenses recovered against, or sustained by, Buyer or its customers on account of any such actual or alleged infringement.

**INSURANCE:** If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor in the plants or on the premises of Buyer, its agents, customers, or users, Seller agrees to indemnify and hold harmless Buyer against all claims and liabilities for injury or damage to person or property arising out of such performance by Seller and to maintain insurance in coverage and amounts acceptable to Buyer during such performance. Seller shall furnish Buyer, upon demand, an acceptable insurance carrier's certificate showing that Seller has appropriate Public Liability and Property Damage insurance coverage as reasonably determined by Buyer, setting forth the amount of coverage, policy number and date of expiration.

**COMPLIANCE WITH LAWS/CERTIFICATION REQUIREMENTS:** Seller represents and warrants that no applicable national, state, or local laws or regulations have been or will be violated in the manufacture, sale or delivery of goods sold or services provided. Seller further agrees to comply, when applicable, with the provisions of the U.S. Fair Labor Standards Act of 1938, and all amendments thereto, and Subparagraphs 1 through 7 of Section 202 of Executive Order 11246 and the applicable provisions of 41 C.F.R. Chapter 60, the texts of which are hereby incorporated by reference. If any of the goods hereunder are purchased for incorporation into products sold under a Government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this order. All certification requirements specified in the contract or of which the Seller has knowledge shall be complied with. Seller agrees to furnish Buyer a certificate of compliance with any such laws and certificate requirements in such form as may be requested by Buyer.

**ASSIGNMENT AND SETOFF:** Seller may not assign nor subcontract its rights or delegate its performance hereunder without the prior consent of Buyer, and any attempted assignment, subcontracting, or delegation without the prior written consent of Buyer shall be void. Buyer shall be entitled at all times to set off any amount owing from Seller or its affiliated companies to Buyer against any amount payable to Seller.

**FORECAST.** Any forecast that may be made by Buyer of its requirements shall be made in good faith to assist Seller for planning purposes, but such forecast shall not be deemed a commitment by Buyer.

**MISCELLANEOUS:** The validity, interpretation and performance of this contract and any dispute connected therewith shall be governed and construed according to the laws of the State from which Buyer submits this document. This document constitutes full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this agreement shall be binding unless (a) this document is issued pursuant to the terms of a written Purchase Contract executed by authorized representatives of Buyer and Seller, then the terms of such Purchase Contract shall govern, except to the extent modified by this document or (b) hereafter made in writing with reference to this contract and signed by authorized representatives of both parties. These terms and conditions of purchase take precedence over Seller's additional or different terms and conditions, to which notice of objection is hereby given.