

**TAMCO SWITCHGEAR (MALAYSIA) SDN BHD**

(A LARSEN & TOUBRO GROUP COMPANY)
 Sub Lot 24 ,Lot 16505, Jin Keluli 1, Kws Perindustrian Bukit Raja, Sek 7, 40000 Shah Alam, Selangor D.E., Malaysia
 Mailing Address: P.O. Box 2100, Pusa1 Bisnes Bukit Raja, Pos Malaysia Bhd, 40802 Shah Alam, Selangor D.E., Malaysia
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PURCHASE ORDERPO NO: **6037039476**PAGE NO: **1 OF 3**REVISION NO: **0**DATE: **12.03.2020**BUYER: **AN-NISA**VENDOR: **9000002137**CURRENCY CODE: **MYR**

TO SELLER:
 NUSANTARA TECHNOLOGIES SDN BHD
 SEKSYEN 31, KOTA KEMUNING
 SHAH ALAM, SELANGOR 40460
 Selangor MALAYSIA

BILL TO:
 TAMCO SWITCHGEAR (MALAYSIA) SDN BHD
 LOT 24, JALAN KELULI 1,
 KAW. PERINDUSTRIAN BUKIT RAJA, SEKSYEN 7,
 40802, SHAH ALAM, SELANGOR.
 SST No : B16-1808-21008034

PORT OF DEST./ SHIPMENT: TAMCO BUKIT RAJA

DISPATCH MODE:

TERMS OF PAYMENT: DUE IN 30 DAYS

INCOTERMS: FREE IN TO TSM'S STORE

LINE ITEM	QTY	UoM	MATERIAL NUMBER	DELIVERY DATE	DESCRIPTION / PLANT ADDRESS	PROJECT ID	UNIT PRICE	DISCOUNT	SST VALUE	NET PRICE	
10	1	AU		30.04.2020	Mechanical Pull Test To perform mechanical pull test on Drive Rods Date : 11.03.2020 Ref No : MAT/Q/SM-2002-0259					1,400.00	
10.1	7	AU			Pull Test		200.00				
					BUKIT RAJA PLANT, TAMCO SWITCHGEAR (MALAYSIA) SDN. BHD., SUB LOT 24, LOT 16505, JALAN KELULI 1, KAW. PERINDUSTRIAN, SEK. 7, SHAH ALAM, SELANGOR D.E-40802, MALAYSIA.						
										Total Purchase Order Value :	1,400.00
										Total Amount (Net Value) :	1,400.00
										SST Total Value :	0.00
										Total PO Value INC SST :	1,400.00

PLEASE SUBMIT ORIGINAL INVOICE DIRECTLY TO OUR ACCOUNTS DEPARTMENT
 WITH FULL BANK DETAILS FOR REMITTANCE PURPOSE

Please acknowledge receipt and reply within three(3) working days after receiving this Purchase Order.
 If we do not receive a reply, Purchase Order and terms are deemed accepted.

Please supply and deliver the goods shown, subject to all the terms and conditions set out on the last page and as may be attached hereto which shall be the only express terms of contract.
 All Delivery Orders should be sent to Tamco Switchgear (M) Sdn Bhd, Stores Department to be chopped & signed by authorized personnel only.

FOR TAMCO SWITCHGEAR (MALAYSIA) SDN BHD**This Document is electronically authorised.**

TAMCO SWITCHGEAR (MALAYSIA) SDN. BHD.
CONDITIONS OF SALE TO THE PURCHASE ORDER

1. GENERAL

These Conditions of Sale ("COS") form an integral part of the terms and conditions of this Tamco Switchgear (Malaysia) Sdn. Bhd's. ("the Company") PURCHASE ORDER.

2. PRECEDENCE

In the event of conflict between these COS and any prior document including but not limited to any enquiry and/or specification, and between these COS and any other terms and conditions which may be included in, or implied by any order or contract etc, this COS shall prevail.

For the avoidance of doubt, in the event the Supplier's acceptance should contain provisions that differ from the provisions in this PURCHASE ORDER, unless such difference has been accepted by the Company in writing, the Suppliers differing provisions shall not apply and the provisions herein shall continue to prevail and govern the relationship between the Company and the Supplier.

3. VARIATION OF CONDITIONS

No terms, provisions or conditions at variance with those set out herein shall be effective in any way unless and until specifically accepted by the Company in writing.

4. PRICE

This PURCHASE ORDER is issued on condition that the Company will be invoiced only at the purchase order value (PRICE) stated herein.

5. GOVERNMENT DUTIES & TAXES

The PRICE is stated based on existing rates of import duty, surtax and government sales tax etc unless otherwise stated. Any increase of such Government tariffs, or the imposition of other new duties and tariffs, after the issuance of this PURCHASE ORDER will be wholly borne by the Supplier.

6. FOREIGN EXCHANGE RATE

The PRICE stated herein is fixed notwithstanding any variation of the rates of exchange between the Malaysian Ringgit and the currency of the country of origin of the goods or otherwise.

7. MINIMUM ORDER/INVOICE VALUE

The Company shall not be subjected to any minimum order or invoice value level.

8. DRAWINGS

Where the Company orders the Suppliers product, the Company has relied on all drawings, descriptive matter, weights, dimensions and shipping specifications contained in catalogues, quotations, price lists and other advertising matter provided by the Supplier and these material/information amount to a representation by the Supplier and a term of this contract and the Supplier shall only supply such goods that are in strict adherence.

Where the Company has designed the product, the Supplier shall ensure that the goods supplied shall strictly adhere to all drawings issued by the Company to the Supplier.

9. TESTS & INSPECTION

The Company reserves the right to carefully inspect and request that the manufacturer's standard tests be carried out with regards the goods to be delivered. All tests on the goods, if so desired by the Company, will be carried out, free of charge by the Supplier, at the Company premises or if the Company so agrees, at the Supplier's/manufacturer's plant.

10. TIME AND LATE DELIVERY DAMAGES

The delivery date set out in this PURCHASE ORDER is very strict and time is the essence of this contract. Where no delivery date is set out in the PURCHASE ORDER, the Company will instruct delivery, from time to time, in parts, of the total

quantity set out in this PURCHASE ORDER. The Company is entitled to claim late delivery damages against the Supplier equal to 0.5% per day of the Price up to a maximum of 5.0% of the Price stated herein or the late delivery damages imposed on the Company by its client, whichever is greater.

Further, in the event of delay by the Supplier, the Company is entitled to purchase the goods from another supplier under usual market terms and claim all the extra cost and expenses incurred thereby, from the Supplier; and/or to terminate the PURCHASE ORDER and claim all loss and damages incurred thereby, from the Supplier.

11. POINT OF DELIVERY & ACCEPTANCE/REJECTION

The PRICE stated herein includes the cost of packing, crating, freight and delivery to the Company's chosen point of delivery.

The Company shall have 60 days after the goods have been delivered to the Company's chosen point of delivery, whether to accept or reject any part or all of the goods delivered by the Supplier.

Following delivery to the Company's chosen point of delivery, if at any time the goods delivered are:-

- a. discovered to be damaged and/or
- b. discovered to not meet the specifications and/or
- c. discovered to not be fit for the purpose,

The Company is entitled to return such goods to the Supplier and the Supplier must, within 60 days of the Company delivering or dispatching the said goods to the Supplier:-

- i. replace the goods free-of-charge or
- ii. if the damage is caused by the Company, the Supplier must either repair or replace or return the goods on such terms that is acceptable to the Company.

If the Supplier does not perform i. or ii. above within the aforesaid stipulated time, the Company is entitled to deduct and/or set off the price paid for the said goods against any monies and/or payments due or that may be due to the Supplier for any supply of goods not yet paid by the Company.

12. TITLE & INSURANCE

The Supplier represents that it has proper legal authority and/or title, over the goods and to supply the goods. Unless otherwise expressly stated herein by the Company, title to the goods shall pass to the Company upon acceptance by the Company of the goods delivered to the Company's chosen point of delivery or as otherwise stated in the PURCHASE ORDER, as the case may be. The PRICE stated herein includes the Supplier's cost of insurance cover up to the Company's chosen point of delivery unless otherwise stated in the PURCHASE ORDER.

13. PAYMENT

Upon acceptance by the Company of the goods delivered to the Company's chosen point of delivery, the Supplier shall issue an invoice for those goods delivered and payment shall be made within such number of days from the date of receipt of the invoice by the Company as stated in the PURCHASE ORDER.

14. WARRANTY, PERFORMANCE, LIABILITY & INDEMNITY

The Supplier shall provide a warranty over the goods it supplies to the Company for a period of 24 months from the date the goods are delivered to the Company's chosen point of delivery and accepted by the Company or such longer period if so imposed by the Company's client. The Supplier will replace free of charge, goods (including no charge in respect of the cost of manpower and travelling expenses which may be necessary to effect any replacement of goods):-

- a. which are defective or faulty, within 48 hours of receipt of a notice in writing from the Company; or
- b. not meeting specification and/or performance requirements, within 3 days of receipt of a notice in writing from the Company.

Neither party to this contract shall be liable for any special or consequential damages or losses.

The Supplier will indemnify and hold the Company harmless from any fatality, personal injury, loss and/or damage howsoever caused by or arising from the goods supplied by the Supplier, including, but not limited to, in relation to claims made against the Company due to the Supplier not having title to the goods or not having the legal right to sell the goods to the Company and in relation to any claims whatsoever made by the Company's client against the Company, due to the Supplier's goods.

15. VALIDITY

The validity of this PURCHASE ORDER is not subject to any written acceptance by the Supplier and unless the Company receives any non-acceptance in writing from the Supplier within 72 hours of the date of this PURCHASE ORDER, it is deemed accepted on the date stated herein.

Any PURCHASE ORDER that is issued, shall expire within 24 months of the date of that PURCHASE ORDER, and the Company shall have no responsibility whatsoever for any quantities not yet supplied by the Supplier prior to the said expiry.

16. CANCELLATION

If the Supplier is in breach of the terms and conditions of and/or infringes any of the rights and/or obligations under, this PURCHASE ORDER, or calls a meeting of creditors or assigns his estate for the benefit of creditors or commits an act of bankruptcy or being a company has a petition presented or a resolution passed for winding up or a receiver appointed, the Company may, at its option not withstanding any previous waiver of such default or failure and without prejudice to its rights and remedies, suspend or cancel this PURCHASE ORDER and exercise all its rights arising therefrom.

Further, the Company may cancel this PURCHASE ORDER, without any recourse by the Supplier against the Company, where the Company's client has cancelled its order with the Company.

17. SUPPLIER MANPOWER

Where required by the Company, the Supplier will provide its personnel, free of charge to work on the goods that have been supplied subject to the scheduling being prior agreed by the parties and the Supplier will be fully responsible for safety of its personnel.

18. PERFORMANCE AND COMPLIANCE

The Supplier shall assume absolute responsibility for the capacity and performance of the goods being sufficient and suitable, respectively, for the Company's purpose and that the goods will confirm and comply with all applicable laws, regulations, standards etc in the jurisdiction where it shall be commissioned/installed.

19. STORAGE

The PRICE stated herein shall include the Supplier storing the goods for up to 3 months after the goods are ready for delivery, before such delivery is actually made to the Company's chosen point of delivery.

20. LIEN

In addition to any right of lien to which the Company may by law be entitled, the Company shall (in the event of Supplier's insolvency) be entitled to a general lien on all as yet unpaid goods delivered by the Supplier in the Company's possession or on all as yet unpaid goods manufactured and/or stored by the Supplier for the Company and such lien shall become direct ownership by the Company when such goods are paid for by the Company.

21. GOVERNING LAW AND JURISDICTION

This PURCHASE ORDER shall be subject to the laws of Malaysia and the rights and duties of all parties and the construction and effect of all provisions hereof shall be governed accordingly, with the courts of Malaysia having exclusive jurisdiction.

22. CONFIDENTIALITY

All communications and information (technical or commercial) provided by the Company to the Supplier and all communications and information exchanged between the parties (collectively described as "Confidential Information") shall be held in strict confidence by the Supplier. The Supplier shall not disclose this Confidential Information to any third party without the prior written consent of the Company. The Supplier's duty to maintain strict confidentiality of the Confidential Information is in perpetuity.

23. INTELLECTUAL PROPERTY RIGHTS

Whilst the Supplier may own the intellectual property rights over the goods it supplies to the Company (the Company shall enjoy all the intellectual property rights over the Supplier's goods, including over the design and drawings of the goods), upon the modification and/or customisation of these goods based on the Company's drawings and/or requirements, the absolute ownership of the intellectual property rights over the said modified/customised goods, passes to the Company. The intellectual property rights over any design and/or technical drawings and/or concepts provided by the Company to the Supplier shall be wholly owned by the Company.