



MIR VALVE SDN BHD
757636-V

Global HQ & Plant

Lot 3-4, Jalan Tanjung Keramat
26/35, Seksyen 26
40400, Shah Alam, Selangor, MALAYSIA
Tel: +603 5102 5000 / Fax: +603 5102 5101
Email: info@mirvalve.com
SST REG NO: B16-1808-21017458

Order To :

Nusantara Technologies Sdn Bhd
No. 5, Jalan Anggerik Mokara 31/45
Seksyen 31, Kota Kemuning
40460 Shah Alam
SELANGOR DARUL EHSAN
MALAYSIA

Tel: 03-51229766/ 767/ 768
Fax: 03-51228766
Email: ruzi@nusatek.com

PURCHASE ORDER

P/O NO : A10000031223 Rev: 0
DATE OF ORDER : 03/Jul/20
PAYMENT TERMS : 30 Days Net
CONTACT PERSON : Mohammad Faizal Abu Bakar
CONTACT NO :
SUPPLIER REF NO :
SHIPMENT TERMS : NON APPLICABLE
MODE OF SHIPMENT : Land Transport

PARTIAL SHIPMENT : Partial Shipment Allowed

Shipping Address :

MIR VALVE SDN BHD
Lot 3-4, Jalan Tanjung Keramat
26/35, Seksyen 26
40400 Shah Alam
Selangor
MALAYSIA

DOCUMENT TEXT :

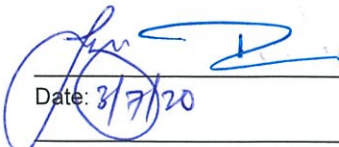
Internal Job No: M20200013

Requestor by: Aizuddin - QA Department

ITEM	MATERIAL/DESCRIPTION	ORDER QTY	BALANCE DUE QTY	DELIVERY DATE	UNIT PRICE (MYR)	TOTAL AMOUNT (MYR)
1	MECHANICAL TEST Heat No: H202019 Material: ASTM A182 F55 Test Standard : ASTM A370 - Round Tesile Test	1 pcs	1 pcs	06/Jul/20	300.00	300.00
2	MECHANICAL TEST Heat No: H202019 Material: ASTM A182 F55 Test Standard : ASTM A370 - Corrosion Test ASTM G48 (A)	1 pcs	1 pcs	06/Jul/20	2,400.00	2,400.00

Prepared By,

Approved By,


Date: 3/7/20


Date:



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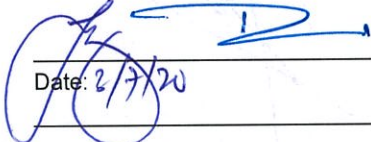
ITEM	MATERIAL/DESCRIPTION	ORDER QTY	BALANCE DUE QTY	DELIVERY DATE	UNIT PRICE (MYR)	TOTAL AMOUNT (MYR)
3	MECHANICAL TEST Heat No: H202019 Material: ASTM A182 F55 Test Standard : ASTM A370 - Charpy Impact Test at -46 Deg.C	1 SET	1 SET	06/Jul/20	600.00	600.00
					SUBTOTAL	3,300.00
PLEASE ACKNOWLEDGE RECEIPT OF ORDER BY RETURN FAX OR E-MAIL					SST	0.00
					GRAND TOTAL	3,300.00

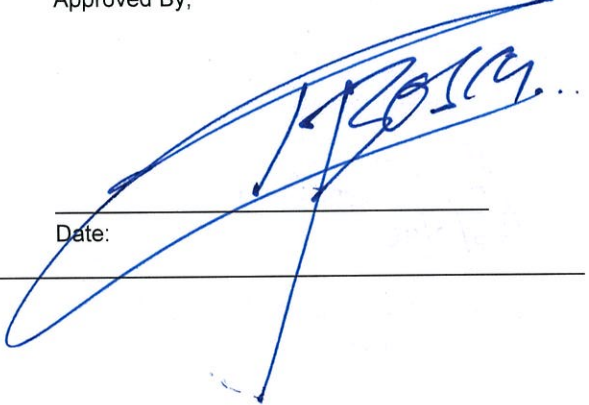
INVOICING INSTRUCTIONS

- 1) Only one Purchase Order per Invoice is acceptable.
- 2) Your invoice must indicate the followings :-
 - a) Purchase Order Number
 - b) Delivery Order Number / Packing List Number
 - c) Invoice item number / description conforms to P.P item number / description
 - d) Whether your invoice covers Part Order, Balance Order or Complete Order
 - e) Banking details (Bank Name, Address, A/c No & Swift Code)
- 3) Supplier to submit the Original Invoice and Endorsed Copy of Delivery Order / Packing List to:
MIR VALVE SDN BHD (757636-V)
Lot 3-4, Jalan Tanjung Keramat 26/35, Seksyen 26, 40400 Shah Alam, Selangor, MALAYSIA
Attn: Finance Manager / Accounts Payable Department
(Only ORIGINAL INVOICE will be accepted for processing. Failure to comply to the above requirement will delay in the processing your invoice)
- 4) Upon delivery / shipment of your goods to MIR VALVE, please immediately "SCAN" the invoice and DO and email to us at: accounts payable@mirvalve.com

Prepared By,

Approved By,


Date: 2/7/20


Date:

TERMS AND CONDITIONS

1. ORDER AND ACCEPTANCE

This purchase order is an offer by Buyer to Seller which will become a binding contract under the terms and conditions on both sides of this purchase order when it is accepted by Seller. Seller may accept by signing the acknowledgement copy of the purchase order, or by sending to Buyer Seller's own acknowledgement form. This offer can be accepted by beginning work hereunder. Acceptance is expressly limited to the terms and conditions of this purchase order and in no event, shall any of the terms and/or conditions contained in Seller's acceptance, whether by acknowledgement or otherwise, become a part of this purchase order contract.

2. PRICE

The articles shipped or work performed against this order must not be invoiced at a price higher than that shown on the face of this order, unless with Buyer's written consent by a Purchase Order Amendment. Seller's price shall include charges for packing and transportation in the manner instructed or agreed to by Buyer. Seller shall not charge separately for such packing and transportation cost, unless Buyer specifies in writing that Seller will be reimbursed separately for such charges. In which case Seller shall add charges to its invoice as a separate item and attach thereto appropriate documents supporting such additional packing and transportation costs. If, at any time during the period of this order, Seller's net prices to any third party for articles or materials similar to those furnished to Buyer hereunder are reduced below those stipulated herein, Seller hereby agrees to give Buyer the benefit of such reductions and to notify Buyer promptly of all such changes in price. Unless specified otherwise on the face of this order, cash discounts given to any third party will be deemed to be reductions. Payment of the purchase price shall not constitute or be deemed to be irrevocable acceptance of the articles or work by Buyer.

3. PACKING AND SHIPPING

Seller shall deliver the articles herein in accordance with procedures specified by Buyer, to the place designated by Buyer, attaching the relevant documents specified in Buyer's Packing Guide. All delivered items shall be packed and packaged in accordance with instructions or specifications attached hereto or referred to in drawings or specifications for the articles or work hereunder. In the absence of such instructions or specifications on packing or packaging Seller shall comply with the best commercial practice for shipments adequate for safe arrival at destination and storage for protection against weather and transportation. All shipments against this order made in the same day and via the same route must be consolidated.

4. STAMPING & MARKING

All marking shall be in accordance with MIR stamping for traceability specification :

- Stamping for Traceability, XP-006 (Latest Revision)
- Identification/Tagging for O-ring, Fire Safe Gasket, Low Friction Bearing / thrust washer, Lip Seals, Dowel Pin & Spacer Ring, WI-036 (Latest Revision)

5. INSPECTION AND CLAIM

a) Seller's facilities, equipment plant or other place of work and the work to be performed pursuant to this order shall at all times be subject to Buyer's inspection and approval. If Seller modifies its manufacturing process or equipment so that the quality of products may be seriously affected, Seller shall obtain prior approval of buyer. Seller shall at all times have a file at its plant, which shall be subject to audit by Buyer containing adequate data showing the content of each article, including all components and raw materials incorporated therein, or of the physical and chemical properties required by the applicable specification. Seller also shall impose the same requirements on its subcontractors.
b) Buyer shall be entitled to inspect the articles delivered to Buyer in accordance with inspection standards and procedures which shall be established by Buyer. Any claim by Buyer, except for latent defects, shall be made in writing as soon as reasonably practicable after arrival of the articles at their final destination and after unpacking and inspection thereof, whether by Buyer or any customer of Buyer. Seller, shall unless otherwise agreed by Buyer, be responsible for any intent defects if the articles to Buyer at any time after delivery, notwithstanding inspection, and acceptance of the articles whether by Buyer or any Customer of Buyer, provided that notice of claim shall be made as soon as reasonably practicable after discovery of such defects.

6. DELIVERY

Buyer must claim any damage against Seller for failure or delay in delivery of the articles in strict accordance with any delivery schedule set out or referred to herein, which will substantially impair the value of this entire order and may cause Buyer special damage. If requested by Buyer, Seller at its expense will use an expedited method of shipment with respects to deliveries made after the scheduled delivery date. Seller shall give prior, prompt notice to Buyer of any failure of delay in delivery with its reason, and the estimated time of practicable delivery. Articles shipped to Buyer in advance of the scheduled date shall require prior consent of Buyer, or may, unless with such consent of Buyer, be returned to Seller at Seller's expense for all packing, handling, sorting and transportation.

7. WARRANTY

Seller hereby warrants that each article delivered hereunder and the materials and components incorporated therein shall be free from defects in materials workmanship and design (if design by the Seller), and shall satisfy all requirements of samples, drawings and specifications referred to or incorporated herein or supplied to Seller by Buyer in connection herewith, and shall be merchantable and fit to Buyer's intended purpose. This warranty shall survive acceptance and payment by Buyer. Articles not in conformity herewith, at option of Buyer and no expense to it (1) may be retained by Buyer at an equitable adjustment in price (2) may be returned to Seller for repair, replacement, correction, credit or refund as specified by Buyer or (3) may be corrected in place by Seller or by Buyer at Seller's expenses. Seller assumes all risk of loss or damage to articles returned by Buyer while they are in transit, and defective or nonconforming articles shall not be replaced by Seller in the absence of specific authorization from Buyer. Seller shall not transfer any or all of the returned articles to the third party if they are produced according to Buyer's specifications or with Buyer's trademark. Seller further warrants that any services ordered hereunder or work performed in connection herewith will be done by careful, qualified persons and will conform to the highest standard applicable in the field. The warranties, rights and remedies provided to Buyer herein are not exclusive and are in addition to any other warranties rights, or remedies provided by law or in equity, all warranties rights, and remedies being cumulative

8. DEFAULT

Buyer in each and every following event may cancel this order in whole or in part without liability by written notice to Seller in which case Seller shall return Buyer promptly the drawings, specifications, samples and other technical information furnished by Buyer, or materials, tools and equipment paid for or furnished by Buyer :

- Seller fails to perform or comply or so fails to make progress as to endanger performance or compliance, with any provision of this order, including those related to warranties and delivery.
- Seller become insolvent or bankrupt makes general assignment for the benefits of creditors or admit in writing its inability to pay its debts as they mature.
- A petition of any types is filed by or against Seller under any insolvency or other law for debtors. Sellers agree to indemnify and safeguard Buyer from any loss, penalty or damage resulting from or arising in connection with Sellers failure to make progress or failure to perform or comply with any provision of the order.

9. CHANGES

Buyer shall have the right by written notice to make changes to the following at any time before delivery of the articles by Seller to Buyer :

- The specification drawings and samples
 - The method of shipment and packing
 - The place and time of delivery
 - The articles and materials including the quantity thereof, to be supplied by Seller if any such changes cause an increase or decrease in the cost or time required for performance of the purchase order by seller, a reasonable adjustment to be agreed between the parties shall be made in the contract price of performance schedule or both.
- Any claim by Seller for adjustment under the clause must asserted within 15 (fifteen) days from the date of receipt by Seller of the notification of change by Buyer.

10. MATERIALS, TOOLS AND EQUIPMENT PAID FOR OR FURNISHED BY BUYER

Title to all tools, equipment, dies, jigs, or other materials either paid for by Buyer or furnished to Seller by Buyer in connection with this order shall at all times remain as Buyer's. Such properties shall be maintained by Seller at Seller's expense in good and usable condition, reasonable wear and tear expected, and Seller shall be responsible for any loss or damage. Therefore Seller shall keep such properties insured at their value against risk of loss and damage at Seller's expense during such time as it remains at Seller's possession. Such properties and wherever practical each individual item, thereof shall be plainly marked or otherwise adequately identified by Seller as "Property" of MIR VALVE SDN BHD and shall be stored separately and apart from Seller's properties to the extent possible. Said properties shall not be removed from Seller's premises unless and until written authority is received from Buyer. Seller shall at all time keep separate account of said properties and on request of Buyer will give a detailed description and location of all such properties as well as any other information with respect to

such properties asked for by Buyer. Buyer shall have the right at all reasonable times to enter into Seller plant, workshop and office in order to inspect such properties and Sellers records thereof and to take possession of such properties on demand with or without legal process. Seller agrees to waive and does hereby waive any lien that it may or may hereafter have on such properties. Seller shall not, without prior written approval of Buyer use such properties for any purpose other than that of this order. Such properties shall be deemed to be movable chattels and shall not become a part of any realty to which it may become annexed. Seller hereby agrees that Seller shall not include any charge for amortization or depreciation for such properties in the price of any product manufactured by or with the use of said properties.

11. PATENT RIGHTS AND USE OF TECHNICAL INFORMATION

Any specifications, drawings, reprints, technical information data of sample furnished to Seller hereunder shall remain Buyer's properties and shall be kept confidential by Seller and shall be returned to Buyer at the request of Buyer, and Seller shall be responsible for any loss or damage of any of them. Such documents of samples shall be used for the purpose of carrying out this order and may not be used for other purposes unless agreed to by Buyer in writing. Furthermore, patent rights embodied in designs, tools, patterns, drawings, informations, samples and equipment supplied by Buyer under this order and the exclusive rights for the use and production thereof are reserved by Buyer. The treatment of patent rights arising from any joint research and development between Seller and Buyer will subject to mutual agreement between the parties

12. PATENT INDEMNIFICATION

Seller hereby warrants that the sale or use of articles ordered herein, will not infringe any patents, copyrights, industrial design rights or other property rights of Seller or others, and covenants that Seller, at Seller's expense upon demand of Buyer, will investigate and deal with every claim that may be made and defend every suite, action or proceedings that may be brought against buyer or against those selling or using any product of Buyer, or any alleged, infringement of any patents, copyright, industrial design rights or other proprietary rights by reason of the sale or use of such articles, and will pay all cost, damages, expenses or Judgements that Buyer and those using or Selling Buyers products may sustain by reason of any such claim, suite, action or proceedings.

13. INFORMATION DISCLOSED BY SELLER

Unless otherwise agreed to in writing by Buyer, any information disclosed to Buyer by Seller in connection with the articles covered by this order shall not be deemed to be confidential or proprietary information and shall be acquired without restriction as part of the consideration for this order.

14. CONFIDENTIAL INFORMATION AND PUBLICITY

a) If Buyer and Seller have entered into a Non-Disclosure Agreement (NDA) which covers disclosure of confidential information, the term of NDA shall apply to Seller and extended to Seller sub-suppliers and any parties who involved direct or indirectly in processing and execution of this Purchase Order.
b) The Seller shall treat the terms, condition and existence of Purchase Order as Confidential Information as defined in the NDA. The term of NDA remain valid although the Purchased Order is completed and closed.
c) Seller shall obtain written consent prior to any publication, presentation, public announcement or press release concerning its relationship as Seller.

15. ASSIGNMENT

No subcontract, assignment, or transfer in whole or in part of this order or of any monies due or to become due hereunder shall be binding upon Buyer without prior written consent of Buyer. Buyer shall be entitled to assert against the assignee thereof against rights, claims and defenses of every type (including, without limitation, rights of setoff, recoupment and counterclaim), which Buyer could assert against Seller, whether occurred prior or subsequent to such assignment.

16. TERMINATION

- Performance of work under this purchase order may be terminated by Buyer at this option, in whole, or in part, at any time by giving Seller a written notice of termination.
- After receipt of a notice of termination, Seller shall, unless otherwise directed by Buyer, immediately terminate all work under this purchase order, and shall, unless otherwise directed by Buyer,
 - Terminate all orders and Subcontracts relating to the performance of work terminated by notice of termination.
 - Settle all claims arising out of such termination of orders and Subcontracts.
 - Transfer title and deliver to Buyer (1) all finished articles conforming to the requirements of this purchase order, and (ii) all materials produced or acquired in respect of the performance of the work terminated which are of a type and quality suitable for producing the articles of which confirm to the requirements of this purchase order and which cannot reasonably be used by Seller in producing the articles for itself or for its other customers.
 - Take all action necessary to protect properties in Seller's possession in which Buyer has or may acquire an interest.
 - Submit to buyer promptly, and in any event not later than 30 (thirty) days from the date of receipt, of the notice of the termination, its termination claim, provided, however, that in the event of failure of Seller to submit its termination claim within such period, Buyer may determine, notwithstanding the provisions of subparagraphs (c) hereof, on the basis of information available to it, the amount, if any, due to Seller in respect of the termination, and such determination shall be final.
- Upon termination by Buyer under this paragraph, Seller shall whenever applicable and without any duplication be entitled to claim from Buyer the following amounts :-
 - The purchase order price for all articles which has been delivered to and accepted by Buyer in accordance with this purchase order and not previously paid for.
 - The actual cost incurred by Seller in accordance with this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted, accounting practices, to the terminated portion of this purchase order, including the actual cost of the articles in process of production and materials delivered to Buyer in accordance with subparagraph (b) of this paragraph, and including the actual cost of discharging liabilities which are so allocable or apportionable.
 - The reasonable cost incurred by seller in protecting properties in its possession in which Buyer has or may acquire any interest. Payments made under this subparagraph (c), including any payments under subdivision.Hereof, shall not exceed the aggregate price specified in this purchase order, less any payments made or to be made.
- Buyer shall have access to Seller's premises and records prior or subsequent to payment, to verify any charges supporting any termination claim provided by Seller.
- The provisions of this paragraph shall not apply if this purchase order is cancelled by Buyer for any default of Seller.

17. WAIVER

Failure or delay on part of Buyer to exercise any rights, power or privilege, hereunder shall not operate as a waiver thereof any other subject right, power or privilege.

18. INDEMNITY AND INSURANCE

Seller shall defend, indemnify and protect Buyer against all claims, liabilities, losses and damages due to injury or death of any person and damages or loss of any properties arising out of :

- Any improper performance or negligent work carried out by any person pursuant to this order.
- Allegedly defective material or workmanship in the articles or services provided under this order.
- Any act of omission of any employee or agent of Seller and its Subcontractors while on Buyer's properties or in the course of their employment.

Seller agrees to furnish acceptable certificates evidencing adequate workmen's compensation, public liability and property damage insurance when requested by Buyer.

19. ENTIRE AGREEMENT

This purchase order shall constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiation and agreements on the articles or services covered by this order. No addition, substitution for, or revision of this order or any of its terms and conditions, by way of conditional acceptance or otherwise, shall be binding upon Buyer, unless made in writing and signed by its authorized representative.

20. GOVERNING LAW

This purchase order agreement shall be governed by and construed according to the laws of Malaysia.

21. DISPUTES

If any dispute arises hereunder, the parties, if they cannot resolve such dispute by agreement, may pursue such rights and remedies as provided in Law or equity. Pending final decision of any dispute Seller shall proceed diligently with the performance of this order and in accordance with instructions of Buyer upon the terms & conditions contained herein.

