



PURCHASE ORDER

No: P1074027 Dated: Aug 03,2020
Revision: 0 Dated: Jul 29,2020

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

Ship To:
KM25 Jalan Kuantan-Kemaman
Pelabuhan Kuantan P.O. Box 172
Kuantan 25720
MALAYSIA

Bill To:
Bredero Shaw Malaysia Sdn Bhd
KM25 Jalan Kuantan-Kemaman,
Pelabuhan Kuantan P.O. Box 172
Kuantan, 25720
MALAYSIA

Contact:

Supplier Id: 104392
Phone: 03-5229766
Web Site:

Contact:
Site: 16001, Kuantan LP
Delivery Terms: DAP (Incoterms 2010/ICC)
Delivery Place: DAP BSM KTN
Ship Via: Best Way

Buyer Name: Kasmin Eng Shiau Leng
Email: kasmin@shawcor.com
Payment Terms: 90 Days from Invoice date

Line	Part ID	Description	Due Date	Quantity	UoM	Unit Price	Disc. %	Total in	MYR
1-1		Magnetic Particle Testing (MT) - PCN Level II, Man And Equipment Rate	Aug 10,2020	2.00	day	425.000	0.00	850.00	
2-1		Chemical	Aug 10,2020	10.00	PCS	45.000	0.00	450.00	
3-1		Mob Demob - Transportation From Shah Alam	Aug 10,2020	1.00	day	650.000	0.00	650.00	
4-1		Transportation from Kemaman to/from work site	Aug 10,2020	2.00	day	150.000	0.00	300.00	

For PTTEP (AWP 39,A3D,G1,G2) MPI on Weld Qualification

112 Sample to test

Test Date: 10-11 / 08 / 2020

Quotation Line.: 2.2,2.3

Final Approval: Huai Ying Tang **Approval Date:** Jul 29 ,2020

Sub Total: 2,250.00

Tax: 0.00

Order Total: 2,250.00

Order Currency: MYR

If not confirmed or rejected within forty-eight (48) hours, this Purchase Order shall be deemed accepted



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Purchase Order Terms and Conditions

1. **Definitions:** "Buyer" and "Seller" are identified and defined as set forth within this Purchase Order. Seller agrees to sell, and Buyer agrees to buy, the goods and services described in and furnished under this Purchase Order (the "Goods" and "Services"), for the price and on the terms of payment shown herein. The terms and conditions herein, together with the order form, and the exhibits and documents expressly referenced therein (collectively, this "Purchase Order"), become effective when executed by both Buyer and Seller, or when Seller commences performance or tenders the Goods and /or Services after execution by Buyer. Buyer has no obligation to make any payment to Seller before and unless this Purchase Order becomes in full force and effect in accordance with this paragraph. "Customer" means a customer of Buyer. "Claims" means legal claims, including attorney's fees and costs of disputes or litigation arising out of or in connection with this Purchase Order.

Terms and Conditions Applicable to the Purchase of Goods

2. **Warranty:** Seller represents and warrants to Buyer that: (a) Seller will deliver to Buyer good, exclusive and marketable title to the Goods free of all liens; (b) the Goods are new and of satisfactory quality, free from defects in design, materials and workmanship and will match their description, specifications, drawings and representations Seller provides to Buyer, including those specified in this Purchase Order and; (c) the Goods will be fit for their stated purpose; (d) when the Purchase Order is based on samples, patterns or specifications provided and agreed by either party, the Goods will conform to such samples, patterns and specifications and; (e) no law, rule, regulation or order (including relevant foreign law, rule, regulation or order) will be violated in the manufacturing, sale or delivering of the Goods. Upon commencement of manufacture of the Goods and for a period of twenty-four (24) months after Buyer's acceptance (or such other period as indicated in the Purchase Order), should the Goods fail to comply with any of the requirements stated herein, Buyer may reject the Goods and require Seller to promptly repair or replace, at Buyer's discretion, all Goods that do not comply fully with this warranty, at Seller's sole expense. If any Goods are so rejected, Seller must promptly remove such Goods at its own cost. Seller is liable for all costs, loss, damage or liability arising from the supply of defective Goods.

3. **Acceptance:** Unless this Purchase Order expressly provides otherwise, Seller bears all risk of damage or loss with respect to the Goods until Buyer actually receives and accepts the Goods. Buyer has the right to inspect the Goods before accepting them. If a defect or nonconformity is discovered during an inspection or a reasonable period after the initial inspection, Buyer is entitled to reject the Goods or revoke its acceptance of the Goods. If Seller fails to deliver conforming Goods on or before the delivery date specified in this Purchase Order, Buyer has the right, at Buyer's sole discretion, to terminate all or a portion of the Purchase Order and obtain a prompt refund from Seller of all payments Buyer has made with respect to that portion of the Purchase Order Buyer has terminated. Seller must compensate all costs Buyer has incurred in rejecting the Goods or revoking its acceptance of the Goods.

4. **Inspection:** Buyer or Customer has the right to place one or more inspectors at Seller's facilities at any time to inspect the Goods and the manufacturing and assembling process of the Goods, and to inspect all quality assurance and other records relating to the Goods, at no cost to Buyer. Seller must promptly supply any manufacturing records, data sheets and quality assurance documents relating to the Goods supplied under the Purchase Order, at Buyer's request.

5. **Intellectual Property:** Seller must indemnify, defend and hold harmless Buyer, Customer and any subsequent transferee from all claims, losses, damages and costs (including reasonable legal costs) of every kind for, or arising out of, any actual or alleged infringement of any intellectual property rights. Buyer is entitled, at Seller's expense, to require Seller to obtain for Buyer the right to unrestricted use of the Goods or to replace the Goods in a manner acceptable to Buyer.

6. **Packing and Shipping:** Prior to packing the Goods, Seller must take all precautionary measures to protect the Goods from bad weather, corrosion, and damages during loading, unloading or transportation. Seller must ensure that the Goods are properly packed, secured and labelled in accordance with all applicable laws, regulations, import or export requirements and accepted industry practice or as otherwise designated in the Purchase Order. With regards to shipping, Buyer has the right to change Seller's preferred route and the mode of transport, provided that this does not cause any increase in the price fixed by the parties for delivery of the Goods. Buyer has the right to refuse delivery of the Goods if it is of the opinion that the delivery arrangement is unsafe or impractical to do so.

7. **Hazardous Substances and Materials:** Seller must ensure that the Goods fully comply with all relevant health, safety and environmental legislation, and that proper documentation accompanies each consignment identifying any toxic, corrosive or otherwise hazardous materials together with the appropriate care and handling instructions. Seller must ensure that the Goods do not contain any harmful substances and compounds.

Terms and Conditions Applicable to the Purchase of Services

8. **Warranty:** Seller represents and warrants to Buyer that: (a) Seller will perform the Services with reasonable care and skill and in full compliance with all final descriptions, specifications, drawings and representations Seller provides to Buyer, including those specified in this Purchase Order; (b) Seller will only employ trained, competent and experienced personnel to perform the Services and such Services will be performed in a safe manner and, as a minimum, in compliance with Buyer's health and safety procedures and policies. Seller will submit evidence of all applicable training undertaken by its personnel upon Buyer's request. Seller will further take all necessary steps to ensure that all risks pertaining to all site services are as low as reasonably practicable; (c) Seller will perform and complete the Services within the hours of work and schedule established in this Purchase Order. Any additional costs claimed by Seller as a result of an increase in working hours are not acceptable and payable unless approved by Buyer in writing; (d) Seller is responsible, at its own cost, to remove all waste originating from materials brought on site by Seller. Seller will leave the work site in a safe and tidy condition at all times; and (e) no law, rule, regulation or order will be violated in the performance of the Services. Except as otherwise provided in the Purchase Order, for a period of twenty-four (24) months after the completion of the Services (or such other period as indicated in the Purchase Order), Seller will re-perform all Services that were performed incorrectly or otherwise do not comply fully with this warranty, at Seller's sole expense. Seller is liable for all costs, loss, damage or liability arising from the performance of defective Services. For the avoidance of doubt, all costs incurred by Seller to comply with the above obligations are borne by Seller.

9. **Safety, Environment and Security:** All Services performed by Seller or any other person or entity engaged by Seller on Buyer's premises, and the design of all equipment and systems brought onto Buyer's premises, must comply and abide fully with all relevant occupational safety and health standards, regulations and legislation and Buyer's safety and security policies and regulations, all as amended from time to time. Seller must ensure that the Services fully comply with environmental legislation and are provided in a manner that will prevent pollution. Seller is liable for and must indemnify and hold harmless Buyer from and against any claims, losses, damages, costs and liabilities associated with, related to or arising out of pollution. Seller must not leave equipment, tools and materials on site without Buyer's written consent. In the event that Seller fails to comply with its obligations hereunder, Buyer has the right to terminate this Purchase Order and Seller is liable for any costs or claims arising therefrom.

Terms and Conditions Applicable to All Purchases



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10. **Insurance:** Seller must obtain, and if required by this Purchase Order provide to Buyer certificates evidencing, the following insurance coverages: (a) workers compensation insurance with statutory limits; (b) public liability insurance having a combined single limit of at least USD \$5,000,000 (or its equivalent in the local currency of the country where the Purchase Order is issued) per occurrence, including but not limited to products and completed operations liability, owners and contractors protective, blanket contractual liability, personal injury liability, broad form property damage (c) comprehensive automobile liability insurance, including but not limited to coverage for owned, hired and non-owned automobiles (d) insurance for the full replacement value of the Goods damaged, lost or stolen until such time as Buyer takes custody thereof. This insurance is primary and non-contributory for all purposes and must contain standard cross liability provisions. All insurance policies, other than workers compensation and employer's liability policies, must be endorsed to add Buyer as an additional insured. Waiver of subrogation must be made in favour of Buyer on all policies. The foregoing insurance requirements does not relieve Seller from its responsibility to take out any other insurance it may deem necessary, or limit in any way Seller's liabilities or obligations under the Purchase Order. In the event that Customer requires insurance coverage from Buyer's subcontractors or suppliers, Seller agrees to provide such coverage as a condition precedent to this Purchase Order.

11. **Charges and Audit:** Unless this Purchase Order expressly provides otherwise, the prices specified in this Purchase Order are in US dollars and are the total prices of the Goods and Services to Buyer (it being understood that those prices remain firm and fixed), and Buyer is not responsible for any other charges, fees, taxes or expenses. Seller must maintain complete and accurate books, records and accounts of all materials, services and costs relating to this Purchase Order in accordance with generally accepted accounting principles and for at least five years after Seller receives the final payment under this Purchase Order. Buyer and Customer have the right to audit and copy those records at any time during this period.

12. **Payment:** Invoices are issued to Buyer no earlier than the date upon which the Goods and/or Services have been fully completed, delivered and accepted by Buyer. All invoices must refer to this Purchase Order and contain its reference number and clearly identify any taxes billed. In consideration of the Goods and/or Services provided hereunder, and except as otherwise provided in the Purchase Order, payment is made to Seller 90 days after the date of receipt of Seller's invoice, provided all supporting documentation required by Buyer is included and in good order. Buyer may deduct amounts owed to it by Seller or which is legitimately disputed between the parties. Seller's issuance of its last invoice for the balance of the total amount of the Purchase Order (including price escalation and charges, if applicable) is construed as acknowledgement that payment of the invoice is deemed to have been fully settled and that Seller finally releases Buyer from any and all liability without the need for any further express provisions.

13. **Delay:** Time is of the essence and any delay in delivery of Goods or completion of Services in respect to the date (s) and time(s) designated in the Purchase Order is considered a material breach of Seller's obligations and, at Buyers sole discretion, will be cause for termination of the Purchase Order for which Buyer is entitled to claim damages. Unless otherwise agreed in writing, Goods will be delivered, carriage paid, to the location designated in the Purchase Order between the hours of 8:00 and 15:30 local time. Failure to deliver Goods within that time frame entitles Buyer to refuse delivery of the Goods, and Seller must make arrangements at its own cost to re-deliver as soon as practicable during the hours of 8:00 and 15:30 local time on the next business day. Seller is liable for any costs, loss, damage or liability incurred by Buyer arising out of Seller's failure to complete the Services and/or deliver the Goods within the date(s) and time(s) specified in the Purchase Order.

14. **Termination and Suspension:** Buyer has the right at any time to terminate all or a portion of this Purchase Order, to suspend delivery of some or all of the Goods or to suspend some or all of the Services, by giving Seller written notice thereof. If Buyer terminates all or a portion of this Purchase Order, Buyer is liable to pay Seller only for the unpaid portion of the work completed up to the date of termination as well as reasonable and verified charges relating to cancellation of material orders placed before the date of termination. If Buyer suspends this Purchase Order, Buyer will pay Seller reasonable delay charges on which the parties agree which consist solely of necessary increases in the direct costs of labour or materials incurred by Seller. Seller must take all reasonable steps to minimise any cancellation or delay charges and will provide an accurate accounting of all charges to Buyer at the time of invoicing. Cancellation and delay charges does not include any incidental or indirect charges or expenses. If the sum of Buyer's prior payments and deposits exceed the cancellation and delay charges and other amounts due under this Purchase Order, Seller must promptly refund the balance to Buyer.

15. **Cancellation for Sellers Default:** Buyer has the right to terminate the Purchase Order in the event that Seller is in breach of any of its obligations under the Purchase Order, or it is apparent to Buyer that Seller will not be able to meet the scheduled delivery date, has any levies against the Goods, goes into liquidation, becomes insolvent, becomes bankrupt, commits any act of bankruptcy, or has a receiver or administrator appointed to take over the running of its business. Upon such termination, the rights and liabilities of Buyer and Seller will be the same as if Seller has repudiated the Purchase Order and Buyer has, by its termination, elected to accept such repudiation. Buyer may, in lieu of terminating the Purchase Order, terminate only a portion thereof, secure supply of such portion of the Goods as Buyer deems expedient from an alternative source, and recover its reasonable costs for so doing from Seller, or deduct such costs from monies otherwise becoming due to Seller.

16. **Indemnities:** Seller must defend, indemnify and hold harmless Buyer, Customer and its or their subsidiaries and related corporate bodies and their directors, officers and employees from and against all claims, demands, losses, damages, liabilities, obligations, and legal and other professionals fees and expenses arising out of or otherwise relating to this Purchase Order, including but not limited to: (a) any claim that the Goods, or Buyer's or Customer's use of the Goods, infringes on any intellectual property rights; (b) any breach of warranty by Seller; (c) any claim that the Goods or Services are defective; (d) any act or omission of Seller or its employees, contractors and agents in the supply of Goods or performance of the Services; and (e) any damage, loss, injury or death to the property or personnel of Seller, its subsidiaries, agents, subcontractors or affiliates. Buyer will give Seller reasonable notice if any claim that Buyer is contending falls within this indemnification.

17. **Default:** If Seller defaults under any term of this Purchase Order and does not cure that default within seven days after Buyer gives Seller written notice thereof, Buyer is entitled: (a) to suspend Seller's performance under this Purchase Order; (b) to terminate this Purchase Order and have no further obligation to Seller; (c) to declare all or part of Seller's obligations to Buyer under this Purchase Order immediately due; and (d) to pursue any other right or remedy Buyer may have at law or in equity. In addition, Buyer is entitled to set off against all amounts Buyer owes to Seller.

18. **Confidentiality:** Seller must keep confidential and not disclose to any person or entity any information received from or learned about Buyer or Customer except to the extent that information is already public or required to be disclosed by law. Seller must not use Buyer's name or the fact that Seller is selling Goods or Services to Buyer in any press releases, media statements or public communications or otherwise publicise this Purchase Order without Buyer's prior written consent.

19. **Intellectual Property:** Seller must not use Buyer's name, logos, trademarks, service marks, brand names or trade secrets in any way without Buyer's prior written consent, and Buyer is not deemed to have granted to Seller a license of, or granted to Seller any rights in, any of the foregoing by entering into this Purchase Order. Seller further declares that it is the due owner, licensee, holder or authorized user of any patents, license, processes, trademarks, designs or models covering the equipment,



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products and/or means to be used for the implementation of the Purchase Order. Buyer and Customer are hereby granted a non-exclusive, royalty- free license to use Seller's intellectual property, including but not limited to, firmware, software, and documentation, and copies thereof, incorporated into or used in the production of the Goods or Services. In the event of allegations of infringement of intellectual or industrial property rights, Seller, notwithstanding any defense or appeal, must at its own expense, either obtain the right for Buyer or Customer to continue to use the Goods or Services, or, in agreement with Buyer and Customer, if applicable, either have the Goods or Services replaced by non-infringing Goods or Services or have the same modified in such a manner so that the cause of the infringement is no longer an issue of contention. Seller declares that Buyer and Customer are free to use any intellectual property, drawings, documents and other data prepared, in connection with the Purchase Order, whether or not provided under its logo or letterhead, for the purpose of the contract Buyer entered into with Customer.

20. Assignment: Seller must not assign, delegate or subcontract all or any portion of the Purchase Order without the prior written consent of Buyer. Buyer has the right at all times to assign this Purchase Order, or any part thereof, to another party or entity without the need for the prior consent of Seller.

21. Governing Law and Dispute Settlement: In the event of any dispute or claim relating to this Purchase Order, Buyer and Seller will first attempt to reach a settlement between themselves amicably. Should it not be possible to reach a settlement within 30 days, or such other period as designated by Buyer, either party may elect to have the dispute referred to and finally resolved by the courts in the country in which Buyer is incorporated. The governing law of the Purchase Order is the substantive law of the said country.

22. Remedies: The remedies available to Buyer in this Purchase Order are cumulative and in addition to all rights and remedies at law and in equity.

23. Relationship of the Parties: Seller is an independent contractor, and acknowledges and agrees that nothing in this Purchase Order constitutes a relationship of employer and employee, partnership or joint venture between Buyer and Seller.

24. Compliance with Anti-Corruption Laws: Neither Seller nor any person acting for or on Seller's behalf, will pay or accept any commissions or fees, or make or accept any payments or rebates to or from any employee or officer of Buyer, its customer or of any subcontractor, or favour said persons with gifts or entertainment of unusual or substantial value, or enter into any business arrangements with said persons, that would result in a detriment or conflict of interest to Buyer under this Purchase Order. Seller hereby declares that it is informed about Shawcor's Anti-Corruption Compliance Policy and Manual (S.P. No. 7020) and that it is familiar with and understands the provisions of all relevant anti-corruption legislation, including the Corruption of Foreign Public Official Act of Canada, the UK Bribery Act and the US Foreign Corrupt Practices Act. Seller declares that it has not engaged and will not engage in any conduct that violates the provisions of such pieces of legislation and will abide by them while performing the Purchase Order. Where Customer requires Buyer's subcontractors to comply with Customer's policies and procedures, Seller agrees to comply with them in all respects. Seller must release, indemnify, defend and hold Buyer harmless from and against any and all Claims that Buyer and its officers, director and employees may suffer as a result of Seller's failure to comply with the requirements of this clause.

25. Force Majeure: Force Majeure means any cause beyond the parties' control, which cannot be resisted or predicted, and which prevents either or both parties to comply with all or part of its obligations under the Purchase Order. Provided that the foregoing conditions are met, Force Majeure includes Acts of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, pandemic, sabotage, governmental decisions or actions.

In any case, the following are not recognised as events of Force Majeure: (a) Particularly difficult or onerous implementation of the Purchase Order; (b) Labour strikes, except national strikes; (c) Causes attributable to sub-suppliers, subcontractors and generally to any person dependent on, and/or working for Seller; (d) Any defect of the Goods or Services attributable to defective materials and/or means used for the implementation of the Purchase Order.

The party whose obligations are affected by a Force Majeure event must notify the other party within forty -eight (48) hours by any means, submitting evidence of its unforeseeable nature, which, in its view, makes it impossible to undertake or continue performance of all or part of its obligations. Seller will benefit from an extension of the schedule for delivery corresponding to the delay incurred in implementing the Purchase Order provided this delay is directly attributable to the occurrence of the Force Majeure event. Buyer may terminate all or part of the affected Purchase Order if a Force Majeure event is expected to last beyond thirty days.

26. Entire Agreement: This Purchase Order, including all references and attachments, contains the entire agreement of the parties relating to the subject matter and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. This Purchase Order may only be modified by a written agreement, signed by both parties, expressly modifying this Purchase Order. The delivery of Goods and provision of Services is subject to a duly executed Purchase Order. Failure to have a valid Purchase Order in place could delay payments or alternatively render the order null and void.



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