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The following Standard Purchase Order Terms and Conditions ("Terms") only apply to transactions that do not have a written agreement, duly executed by both Parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the Parties.

In the absence of such a written agreement, duly executed by both Parties, then these Terms provide you ("Supplier") with the guidelines and legal stipulations of your purchase or service order ("Purchase Order") with PETRONAS Lubricants International Sdn Bhd or any of its subsidiary as properly identified in the Purchase Order ("PLI") for the goods and/or services that are described on the face of the Purchase Order. PLI and Supplier shall individually in this Purchase Order be referred to as Party and both, as Parties.

### **1. ACCEPTANCE AND TERMS AND**

**CONDITIONS:** Supplier accepts this Purchase Order and any amendments by signing the acceptance copy of the Purchase Order and returning it to PLI promptly. Even without such written acknowledgment, Supplier's full or partial performance under this Purchase Order will constitute acceptance of these Terms. By acceptance of this Purchase Order, Supplier agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in this Purchase Order. These Terms apply to everything listed in this Purchase Order and constitute PLI's offer to Supplier, which PLI may revoke at any time prior to Supplier's acceptance. This Purchase Order is not an acceptance by PLI of any offer to sell, any quotation, or any proposal. Reference in this Purchase Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Purchase Order, or with delivery of any goods or services under this Purchase Order, or otherwise, will not be binding on PLI, whether or not they would materially alter this Purchase Order, and PLI hereby rejects them. These Terms may be modified only by a written document signed by duly authorised representatives of PLI and Supplier and supplemented to this Purchase Order via Supplemental Agreement

**2. DEFAULT:** Time is of the essence of this Purchase Order. PLI may by written notice of default to Supplier (a) terminate all or any part of this Purchase Order if Supplier fails to perform, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as PLI may authorise in writing) after receipt of notice from PLI specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those

so terminated. Supplier will continue performance of this Purchase Order to the extent not terminated and will be liable to PLI for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, PLI, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Supplier's performance, in which case an equitable reduction in the Purchase Order price will be negotiated. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Purchase Order, Supplier will promptly notify PLI in writing. If Supplier does not comply with PLI's delivery schedule, PLI may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Supplier. The rights and remedies of PLI provided in this Terms will not be exclusive and are in addition to any other rights and remedies provided by the law, at equity or under this Purchase Order.

**3. PRICE:** This Purchase Order must not be filled at a price higher than shown on the face of the Purchase Order. If no price is set forth on the front of the Purchase Order, the goods or services will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, goods and services ordered under this Purchase Order will not be billed at a higher price than last quoted or charged without PLI's specific written authorisation. PLI will be entitled at all times to set off any amount owed at any time by Supplier or any of its affiliates to PLI or any of its affiliates against any amount payable at any time by PLI in connection with this Purchase Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by PLI. All applicable taxes arising out of transactions contemplated by the Purchase Order will be borne by Supplier except as otherwise specified by the Parties in writing. If Supplier reduces its prices for such goods and/or services during the term of this Purchase Order, Supplier shall correspondingly reduce the prices of goods and/or services sold thereafter to PLI under this Purchase Order.

The price shall exclude any taxes payable under this Purchase Order. Similarly, any expenses to be incurred by the Supplier as a result of the Purchase Order in complying with the tax law including the payment of all taxes assessed on the Supplier (as any taxes for the performance of this Purchase Order is the cost of the Supplier and PLI will withhold accordingly on the price).

**4. INVOICES, PAYMENT AND TAXES:** The Supplier shall bear and pay its own taxes, imposts, royalties, charges and duties as may be levied on the services, supply and delivery of the goods by any relevant government or regulatory bodies from time to time. PLI shall bear and pay its own taxes, imposts, royalties, charges and duties as may be levied on the purchase and



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receipt of the goods and services by any relevant government or regulatory bodies from time to time.

The Supplier shall invoice PLI as soon as possible after the delivery of goods and/or services are completed. All invoices shall be prepared on Supplier's official letterhead and the original shall be verified and signed by Supplier authorised personnel prior to submission to PLI. Any charges made by the Supplier for items reimbursable at actual cost under this Purchase Order or for payments made on PLI's behalf shall be properly itemised and shall be net of all discounts and allowances, whether or not taken by the Supplier. Invoices must be supported by sufficient original documentation to fully support such reimbursement and permit verification thereof by PLI.

In case of services chargeable on hours worked and expenses incurred (time and material-based agreement) the Supplier then the maximum purchase price payable will be the estimate agreed by the Parties in the Purchase Order unless otherwise agreed in writing by PLI.

The Supplier shall state the applicable location of services performed on the invoice. This would also apply for milestone payment. In the case of supply of goods, the Supplier shall state "Supply of Goods" on the invoice

All confirmations, invoices, financial statements/settlements, and billings by the Supplier to PLI shall reflect properly the facts relating to all activities and transactions handled for PLI's account. Invoices shall be addressed to PLI's respective offices and designated officer(s), as prescribed in the Purchase Order.

PLI will make payments of correct and undisputed invoiced items on or before the payment due date after receipt of the invoice, as provided for in the Purchase Order. If the payment due date day falls on Saturday, Sunday or a gazetted public holiday, then the payment will be made on the next working day which shall be deemed to be the due date for payment. All payments to the Supplier by PLI Order shall be in the agreed currency between both Parties under the Purchase Order.

PLI may dispute an invoice prior to the payment due date and withhold payment for incorrect invoice(s) without the appropriate supporting documentation as required by PLI in which case only those portion of payment not disputed by PLI will be released and the rest withheld until the cause or causes for withholding any such payment has/have been remedied or removed by Supplier and satisfactory evidence of such remedy or removal has been presented to PLI. Otherwise, PLI may on its own or via a third party remedy or remove such cause on its own and may deduct the cost including the expenses thereby directly and reasonably incurred by PLI from any amounts due or owing or which may become due or owing to Supplier under the Purchase

Order without prejudice to any other rights and remedies provided by the law, at equity or under this Purchase Order. Such causes may include but not limited to (a) noncompliance to the terms of the Purchase Order including submission of a Bank Guarantee or copies of insurance policies (including renewal) if so indicated in the Purchase Order, or (b) filing of claims by third party including Supplier's Supplier or service provider against PLI caused by acts or omissions of the Supplier or failure of the Supplier for any reason whatsoever. Payments made by PLI under this Purchase Order shall not preclude the right of PLI to thereafter dispute any of the items invoiced and in no event shall any such payments affect the Supplier. Any payments made shall be without prejudice to any other rights or remedies available to PLI.

**5. PACKAGING:** All goods must be packaged in the manner specified by PLI and shipped in the manner and by the route and carrier designated by PLI. If PLI does not specify the manner in which the goods must be packaged, Supplier shall package the goods so as to avoid any damage in transit. If PLI does not specify the manner of shipment, route, or carrier, Supplier shall ship the goods at the lowest possible transportation rates, consistent with Supplier's obligation to meet the delivery schedule set forth in this Purchase Order.

**6. INSPECTION:** All goods and services will be subject to inspection and test by PLI at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made by PLI in writing as promptly as practical after delivery except as otherwise provided in this Purchase Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Supplier from responsibility for such goods or services as are not in accordance with this Purchase Order nor impose liabilities on PLI for them. PLI's payment for the goods shall not constitute its acceptance of the goods. Goods rejected, and goods supplied in excess of quantities ordered may be returned to the Supplier at Supplier's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Supplier.

Supplier will provide and maintain an inspection and process control system acceptable to PLI covering the goods and services ordered. PLI shall have the right of access to and audit all the Supplier's (and its subcontractors) documents and records related to this Purchase Order. Records of all inspection work by Supplier will be kept complete and available to PLI during the performance of this Purchase Order and for seven (7) years after Supplier's completion of this Purchase Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, including any



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applicable drawings and specifications, then PLI, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Supplier's expense, require Supplier to inspect the goods and remove nonconforming goods and/or require Supplier to replace nonconforming goods or services with conforming goods or services. If Supplier fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to PLI, PLI may at its option inspect and sort the goods; Supplier will pay any related costs.

**7. WARRANTIES:** Supplier represents and warrants that (a) all goods and services are free of any liens, charges, claim or encumbrances of any nature including by any third person and that Supplier will convey clear title to PLI, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards with due skill and care, using the proper materials and employing sufficiently qualified staff, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by PLI, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by PLI, (d) the prices for the goods or services sold to PLI under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities, and (e) Supplier shall not act in any fashion or take any action that will render PLI liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or PLI in retaining or obtaining business or in procuring the goods or services. PLI's inspection, test, acceptance, or use of the goods shall not affect Supplier's obligations under these warranties. Supplier shall replace or correct, at PLI's option and at Supplier's cost, defects of any goods not conforming to these warranties. If Supplier fails to correct defects in or replace nonconforming goods within ten (10) days from the date PLI notifies Supplier of the defect or defects, PLI may, on ten (10) days prior written notice to Supplier, either (i) make such corrections or replace such goods and charge Supplier for all costs incurred by PLI, or (ii) revoke its acceptance of the goods in which event Supplier shall be obligated to refund the purchase price and make all necessary arrangements, at Supplier's cost, for the return of the goods to Supplier. All warranties of Supplier herein

or that are implied by law shall survive any inspection, delivery, acceptance, or payment by PLI. Any attempt by Supplier to limit, disclaim, or restrict these warranties or any remedies of PLI, by acknowledgment or otherwise, in accepting or performing this Purchase Order, will be null, void, and ineffective without PLI's written consent.

Additionally, PLI shall be entitled to a liquidated ascertained damage of [x%] percent of the purchase price per day for up to [x%] percent of the purchase price for any delay in the delivery of goods or services including the delay arising from the rejection by PLI of the defective goods or services.

Where the Supplier is required by law, guidance, and/or goods industry practice to order a product recall ("Requirement to Recall") in respect of the goods, the Supplier shall (i) promptly (taking into consideration the potential impact of the continued use of the goods, service users and PLI as well as compliance by the Supplier with any regulatory requirements) notify PLI in writing of the recall together with the circumstances giving rise to the recall; (ii) from the date of the Requirement to Recall treat the goods the subject of such recall as defective goods; (iii) consult with PLI as to the most efficient method of executing the recall of the goods and use its reasonable endeavors to minimize the impact on PLI of the recall; and (iv) indemnify and keep PLI indemnified against, any loss, damages, costs, expenses (including legal costs and expenses), claims or proceedings suffered or incurred by PLI as a result of such Requirement to Recall.

**8. INDEMNIFICATION:** Supplier shall indemnify and hold PLI and its affiliates harmless and, on PLI's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights (as further provided in Section 14), or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Supplier, any breach by Supplier of any of its obligations hereunder, or any other act, omission or negligence of Supplier or any of Supplier's employees, workers, servants, agents, subcontractors, or Suppliers. Supplier shall, on request, pay or reimburse PLI or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by PLI or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Supplier will, at its own expense and at PLI's option, either procure for PLI the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and



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refund the purchase price and the transportation and installation costs thereof.

**9. LIMITATION OF LIABILITY:** PLI's aggregate liability arising from or relating to this order is limited to the amount paid by PLI for the goods and/or services. To the maximum extent allowable under applicable law, PLI shall not be liable under this order for any special, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues even if PLI has been advised of the possibility of such damages.

**10. PLI'S PROPERTY:** Tangible or intangible property of any nature furnished to Supplier by PLI or specifically paid for in whole or in part by PLI, and any replacements or attachments, are the property of PLI and, unless otherwise agreed in writing by PLI, will be used by Supplier solely to render services or provide goods to PLI. Supplier will not substitute any property or take any action inconsistent with PLI's ownership of such property. While in Supplier's custody or control such property will be held at Supplier's risk, will be kept insured by Supplier at its expense for its replacement cost with loss payable to PLI, and will be subject to removal at PLI's written request, in which event Supplier will prepare such property for shipment and redelivery to PLI in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

**11. CHANGES:** At all times PLI will have the right to make changes to this Purchase Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery by notifying Supplier of such change. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Purchase Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Purchase Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with PLI as to any claimed adjustment, will excuse Supplier from proceeding with this Purchase Order as changed. Any claim by the Supplier for adjustment under this Section must be in a detailed writing and delivered to PLI within fourteen (14) days after the date Supplier receives notification of change. Any change will be authorized only by a duly executed amendment to this Purchase Order.

Information, such as technical information or guidance provided to Supplier by representatives of PLI, will not be construed as a change within the meaning of this Section. If Supplier considers that the conduct of any of PLI's employees has constituted a change under this Purchase Order, Supplier will immediately notify PLI in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this Section.

**12. COMPLIANCE WITH LAWS AND REGULATIONS:** Supplier represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations. Supplier shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Purchase Order. Supplier shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

**13. CONFIDENTIAL OR PROPRIETARY INFORMATION:** Notwithstanding any document marking to the contrary, any knowledge or information that the Supplier has disclosed or may later disclose to PLI, and which in any way relates to the goods or services covered by this Purchase Order will not, unless otherwise specifically agreed to in writing by PLI, be deemed to be confidential or proprietary information, and will be acquired by PLI, free from any restrictions. Supplier will not transmit to PLI any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Supplier will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by PLI in connection with this Purchase Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining PLI's prior written consent. Except as required for the efficient performance of this Purchase Order, Supplier will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of PLI. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Purchase Order, Supplier will promptly return to PLI all materials incorporating any such information and any copies, except for one record copy. Supplier agrees that no acknowledgment or other information concerning this Purchase Order and the goods or services provided will be made public by Supplier without the prior written agreement of PLI.

**14. INTELLECTUAL PROPERTY RIGHTS:** All Intellectual Property residing in any information, materials, products and equipment of any nature whatsoever supplied by one Party to the other under this Purchase Order shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property.





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The Parties agree that all Intellectual Property in all data, specifications, reports, solutions, drawings, know-how, technical information, inventions and technologies developed, obtained, created, written, prepared or discovered by the Parties or by either Party as a result of the performance of the Purchase Order shall reside solely in PLI and PLI shall have the exclusive right to protect, exploit and enforce its rights to those Intellectual Property rights. If the Intellectual Property described in the aforementioned belonging to the Supplier is required to exploit such Intellectual Property, then the Supplier shall grant a perpetual, non-exclusive, royalty free license to PLI in relation to such Intellectual Property. Supplier shall not use, reproduce or disclose to any party any Intellectual Property belonging to PLI, including those developed, obtained, created, written, prepared or discovered by the Supplier through the performance of this Purchase Order without the prior written approval of PLI.

The Supplier warrants that the information, materials, products and equipment supplied by the Supplier or used by the Supplier in performing this Purchase Order do not infringe the Intellectual Property or any other proprietary rights of any person or entity. In this regard the Supplier agrees to indemnify and hold PLI harmless against all losses, claims, demands, proceedings, costs, legal fees, damages, charges, and expenses that may arise by reason of any threatened or actual infringement of Intellectual Property or other proprietary rights belonging to any person or entity in the performance of the Purchase Order hereunder, or by reason of the manner in which the same is performed, or through the use by PLI and/or the Supplier of any information, materials, products and equipment supplied under this Purchase Order. Upon receipt of any claim PLI shall promptly notify the Supplier and allow the Supplier to control the defence, settlement or compromise thereof however if the Supplier does not take the necessary action to defend PLI in a satisfactory manner, PLI shall take over the control of the defence, settlement or compromise thereof. The PLI shall provide the Supplier on request, all needed information, assistance and authority to enable the Supplier to defend the claim.

**15. WORK ON PLI'S PREMISES:** If Supplier's work under this Purchase Order requires Supplier to be on the premises of PLI or at PLI's direction, Supplier will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures or other requirements of PLI.

**16. INSURANCE:** Supplier will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by PLI, as well as appropriate Workers' Compensation insurance as will

protect Supplier from all claims under any applicable workers' compensation and occupational disease acts. At PLI's request, Supplier will furnish to PLI a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming PLI as an additional insured, and containing a covenant that such coverage and will not be canceled or materially changed until ten (10) days after prior written notice has been delivered to PLI.

**17. TERMINATION:** (i) PLI may terminate all or any part of this Purchase Order for convenience at any time by written notice to Supplier. Upon such termination, PLI's liability will be limited to reasonable termination charges mutually agreed by Supplier and PLI, provided that Supplier must specify any proposed charges in writing within fifteen (15) days after termination; (ii) This Purchase Order shall terminate automatically, without notice, if Supplier becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors. or goes into liquidation other than for the purpose of reconstruction or the ownership or control of the Supplier is being materially altered; (iii) For default by Supplier under this Purchase Order.

## **18. TAXES**

All taxes, duties, levies, imposts and other charges, in relation to this Purchase Order, whether or not in effect on the date of this Purchase Order, but are imposed, directly or indirectly, prospectively or retrospectively by the relevant government or regulatory bodies, shall be borne by the respective Party.

PLI shall have the right to withhold taxes from payments due to the Supplier under this Purchase Order to the extent that such withholding may be required by the relevant tax authorities and such payment will relieve PLI from any further obligation to the Supplier with respect to the amount so withheld.

For avoidance of doubt, "Tax" or "Taxes" as mentioned above shall include but not limited to all income, profit, withholding tax, stamp duty, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that maybe imposed by law, regulations or trade union contracts, which are enforced by or on behalf of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on any applicable tax legislation within the duration of this PO, excluding Customs Charges, Goods and Services Tax and Value Added Taxes.

### **18.1 Goods and Services Tax**

The price quoted by the Supplier for any taxable supplies to be made under this Purchase Order is exclusive of Goods



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and Services Tax ("GST") or Value Added Taxes ("VAT") as may be applicable on Supplier under the law. Where GST or VAT is applicable to any supplies made or provided by the Supplier under this Purchase Order, the Supplier is entitled to charge GST or VAT on the payment of the supply.

If the Supplier is liable for GST or VAT, then the Supplier shall: (i) provide to PLI information that may be reasonably required to establish its liability for GST or VAT; and (ii) do such things and provide such information and documents as may reasonably be required by PLI to enable PLI to claim an input tax credit under the applicable law, failure of which PLI shall be indemnified by Supplier for any loss it might suffer as a result.

Where costs incurred by one party are to be reimbursed by another, the amount to be reimbursed shall be calculated net of any GST or VAT input tax credits that the party seeking reimbursement is entitled to in respect of the cost incurred.

Where costs are paid by one Party on behalf of the other Party (disbursement to 3rd party) the amount to be paid to the Party, who made the payment on behalf of the other Party, shall be inclusive of GST or VAT paid. All documentation for disbursement must be in the name of Party on whose behalf the payment was made by the other Party.

#### 18.2 Custom Charges and Sales Tax

Where the Purchase Order stipulate delivery under terms or INCOTERMS in which the Supplier shall bear the Custom Charges, Supplier shall be responsible for and shall pay at its own expense when due and payable all CUSTOMS CHARGES assessed against it in connection with the Purchase Order.

Where the Purchase Order stipulate delivery under terms or INCOTERMS in which the PLI shall bear the Custom Charges, the customs declaration for such Goods shall be made in the name of PLI and PLI shall be responsible for any Customs Charges and GST. The Supplier is required to provide assistance, information and documentation to PLI in respect of customs declaration to be made in connection with importation of Goods.

For avoidance of doubt, "Customs Charges" as mentioned above shall include but not limited to any import duty, surtax, levies, and any other statutory imposts levied, which are imposed by or on behalf of any relevant authorities but does not include any penalties, interest and fines levied by the said authorities.

#### 19. MISCELLANEOUS:

**(a) NON-ASSIGNMENT:** Assignment of this Purchase Order or any interest in it or any payment due or to become due under it, without the written consent of PLI, will be void. An assignment will be deemed to include not only a transfer of this Purchase Order or such interest or payment to another party but also a change in control of Supplier, whether by transfer of stock or assets, merger, consolidation, or otherwise. The Supplier shall ensure that all PLI's rights under this Purchase Order including access and audit rights are incorporated in all the Supplier's subcontract hereunder. For avoidance of doubt but not by way of limitation, the Supplier shall, in all subcontract, include the following provisions:

- I. the option of immediate termination of the subcontract;
- II. the option of immediate suspension of the subcontract;
- III. all rights and remedies available to PLI in this Purchase Order including in relation to Intellectual Property Rights protection; and
- IV. all of the general duties and obligations the Supplier is required to fulfill as provided for in this Purchase Order.

**(b) TRANSFER OF RISK AND TITLE:** Title and risk of loss shall not pass to PLI until delivery of the goods to the location designated on the face of this Purchase Order and acceptance by PLI. If PLI rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Supplier. The responsibility for freight damaged merchandise will be assumed by Supplier. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Supplier.

**(c) ANTICIPATION OF DELIVERY SCHEDULE:** Unless otherwise agreed in writing, Supplier will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet PLI's delivery schedule. Goods shipped to PLI in advance of schedule may be returned to Supplier at Supplier's expense.

**(d) NON-EXCLUSIVITY:** This Purchase Order is non-exclusive and PLI reserves the right to engage other suppliers to perform similar or identical services and/or supply similar or identical goods. PLI will have no obligation to request quotations or place orders with Supplier, both of which will be in PLI's sole discretion. PLI acting in its sole discretion will determine the actual quantity of goods or services to be purchased.

**(e) FORCE MAJEURE:** Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under the Purchase Order if and to the extent



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such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that Party which by its nature could not have been foreseen by such a Party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the goods and/or services for more than thirty (30) days, PLI shall have the right, without limiting its other rights or remedies, to terminate this Purchase Order with immediate effect by giving written notice to the Supplier.

**(f) REMEDIES:** Each of the rights and remedies reserved to PLI in this Purchase Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by PLI in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by PLI shall be deemed to be a waiver of any such right or remedy.

**(g) PUBLICITY:** Supplier will not use PLI's name or logo in publicity, advertising, or similar activity, except with PLI's prior written consent. Supplier will not disclose the existence of this Purchase Order or any of its respective terms to any third party without PLI's prior written consent.

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

**(i) GOVERNING LAW:** This Purchase Order, these Terms, and all related transactions, will be interpreted under and governed by the laws as provided in Table A of the Annexure without regard to its conflict of law principles.

**(j) DISPUTE RESOLUTION:** Any dispute between the Parties as to the performance of this Purchase Order or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably within thirty (30) days from the notice of dispute is sent to a Party by the other Party shall be referred to the dispute resolution method and rules as stated in Table A of the Annexure

**(k) SURVIVAL:** Supplier's obligations under Sections 6, 7, 8, 9, 10, 12, 13, 14 and 19 (f), (i), (j), (k), (l), (n), (p), and (q) will survive any termination of this Purchase Order.

**(l) WAIVER; MODIFICATION:** No claim or right arising out of a breach of this Purchase Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved Party. The failure of PLI to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of PLI thereafter to enforce each and every such provision. This Purchase Order can

be modified or rescinded only by a writing signed by authorised representatives from both Parties.

**(m) NOTICES:** All notices, consents, waivers, and other communications required or permitted to be given pursuant to this Purchase Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to PLI shall be sent to the address of PLI Issuance company prescribed in the Purchase Order and to the attention of the person described thereunder, and to Supplier at its address as set forth in this Purchase Order, or at such other address as either Party may designate in writing to the other Party.

**(n) CODE OF BUSINESS ETHICS:** PLI is committed to conducting its business in an ethical and legal manner. In this regard, Supplier shall in the performance of this Purchase Order comply with the relevant parts of the PETRONAS Code of Conduct and Business Ethics, Country Supplement, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by PETRONAS from time to time in the performance of the works. A copy of the PETRONAS Code of Conduct and Business Ethics and Country Supplement as well as the whistle blowing policy can be obtained from: [https://www.mymesra.com.my/Policies\\_and\\_Notice-@-Code\\_of\\_Conduct\\_and\\_Business\\_Ethics.aspx](https://www.mymesra.com.my/Policies_and_Notice-@-Code_of_Conduct_and_Business_Ethics.aspx). PLI's employees are bound to comply with PLI's ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places PLI's interests above any personal interest. If you would like to make a report regarding possible unethical behavior of a PLI employee, please contact us via [whistle@petronas.com.my](mailto:whistle@petronas.com.my). A report may be made on an anonymous basis. All reports are treated confidentially. We are committed to non-retaliation against any individual who makes a report.

**(o) HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENT:** The Supplier shall comply with all applicable Health, Safety and Environment ("HSE") laws and regulations pertaining to safety, health, environment protection and fire protection, which are applicable to the location where the works are being carried out. The Supplier shall also comply at all times with the requirements as set forth by PLI in its Health, Safety and Environment Management System ("HSEMS"), policies, operating standards, site HSE requirements, PETRONAS Zero Tolerance Rules ("ZeTo") and any special instructions and all requirements stipulated in this Purchase Order These requirements are intended to supplement any known or



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ought to be known laws and regulations applicable at the location where the works are being carried out. The Supplier shall take all necessary HSE control and recovery measures related to or arising out of the performance of this Purchase Order in order to protect the works, the personnel and property of PLI, the Supplier, subcontractor, all third parties and public from the hazards and risks associated with the planning and execution of the works.

**(p) SEVERABILITY:** If any provision of this Purchase Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Purchase Order.

**(q) PARAGRAPH TITLES:** The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of this Purchase Order.

**(r) ENTIRE AGREEMENT:** Provided that there is no written agreement, duly executed by both Parties, applying to the transaction, this Purchase Order, with such documents as are expressly incorporated by reference, is intended by the Parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the Parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection.

**(s) PERSONAL DATA:** Where Supplier in the performance of the Purchase Order Processes Personal Data, then Supplier agrees and warrants that Supplier shall: (a) comply with all privacy and data protection law and regulations applicable to its performance of the Purchase Order; (b) Process Personal Data only (i) on behalf of and for the benefit of PLI, (ii) in accordance with PLI's instructions, and (iii) for the purposes authorised by this Purchase Order or otherwise by PLI, and (iv) in so far necessary for the performance of the Purchase Order and as permitted or required by law; (c) maintain the security, confidentiality, integrity and availability of the Personal Data; (d) implement and maintain appropriate technical, physical, organisational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorised access to, or acquisition or use of or unlawful processing of such Personal Data; and (e) promptly inform PLI of any actual or suspected security incident involving the Personal Data.

To the extent that Supplier allows a subcontractor to process the Personal Data, Supplier shall ensure that it binds such subcontractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Clause 19(s).

Supplier shall, upon the termination of the Purchase Order, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Purchase Order. Supplier shall indemnify and hold harmless PLI, their officers, agents and personnel from any damages, fines, losses and claims arising out of Supplier's (including its subcontractor) breach of these clauses.

**(t) EXPORT CONTROL:** Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America (US) or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval. Supplier agrees to inform PLI in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform PLI about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or commodity classification automatic tracking system as applicable). Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide PLI with all information required to enable PLI and its customers to comply with such laws and regulations. Supplier agrees to indemnify and hold PLI harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which PLI may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify PLI promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect PLI.

**-End of Articles-**