

GENERAL TERMS AND CONDITIONS ("GTC")

The Service Provider (as defined herein) hereby comprehends, agrees, and unequivocally undertakes the role of a Service Provider to the Client, and commits to unwaveringly adhere to the terms and conditions stipulated herein.

1.0 DEFINITION

- (i) **"Agreement"** means this GTC, the Purchase Order (as defined herein) and any other document issued by Client relating thereto.
- (ii) **"Client"** means the Client(s) (including but not limited to its subsidiaries, associates and related companies) named in each Purchase Order, which intends to engage the Service Provider to provide services and/ or to supply products. Any reference to the "Client" shall include its successors-in-title and assigns respectively and for the avoidance of doubt, whenever more than one Client is named in any of the PO, the Service Provider shall be deemed to have entered into a separate contract with each of the Client so named whereby termination of the PO by any of the Clients shall not affect the validity of the other agreement(s) that may be entered by the Service Provider with the same Client or the other Client(s) unless otherwise specified by the Client(s);
- (iii) **"Parties" or "Party"** means collectively the Client and the Service Provider and individually the Client and the Service Provider respectively.
- (iv) **"Purchase Order or PO"** means the document(s) issued by the Client to the Service Provider specifying the services to be provided and/or products to be supplied under that PO. Unless otherwise agreed by the Client and the Service Provider, each PO issued by the Client shall form a separate agreement. Whenever applicable, any reference to the "Purchase Order" or "PO" shall include its variations, amendments(s) or modification(s) that the Client make from time to time.
- (v) **"Service Provider"** means the approved/appointed Service Provider whose name and particulars are detailed out in the PO and shall include its employee, successors-in-title and permitted assigns.
- (vi) **"Works"** means generally, the services to be provided and/or the products to be supplied by the Service Provider as described in the PO.

2.0 CONTRACT PERIOD

- 2.1 The Agreement shall be valid and applicable for a period as stated in the PO unless being terminated earlier pursuant to the provisions of the Agreement (**"Contract Period"**).
- 2.2 The Parties hereby agree that the Service Provider shall complete the Works within the Contract Period.
- 2.3 Notwithstanding anything to the contrary and without prejudice to any of its rights herein, the Client may, at its absolute discretion, extend the Contract Period upon such new terms and conditions (if any).
- 2.4 If applicable, in the event of any delay or failure of the Service Provider to complete the Works to the Client within the Contract Period or any extended period granted by the Client, the Service Provider shall pay a liquidated ascertain damages (**"LAD"**) to the

Client until the Works are completed. The calculation for the LAD shall be as detailed out in the PO.

3.0 GENERAL OBLIGATIONS

- 3.1 The Service Provider shall use its best endeavours to carry out the Works in such a manner so as to enable the Service Provider to coordinate with the Works to be performed by any other consultants and/or contractors duly appointed by the Client so that these Works shall be performed in a unified, coherent and consistent manner and in appropriate detail.
- 3.2 The Service Provider shall ensure that the Works provided shall comply with all laws, enactments, rules, orders, and regulations of any state/local authority or government body or regulatory authority in Malaysia now or hereafter being in force.
- 3.3 The Service Provider shall not without the prior written approval of the Client give any instruction which is likely to increase the cost of the Works by more than that stated in the PO.
- 3.4 The Client may at its absolute discretion, enforce the implementation of the safety requirements on site by imposing penalty on the Service Provider, or issuing stop work order or suspending the Works or removing the Service Provider from site including termination of the Agreement.
- 3.5 The Service Provider shall have sufficient knowledge of current local authority requirements by-laws, local land acts and other regulations relating to the Works and shall have advised the Client accordingly in matter affecting the implementation of the Works.

4.0 SCOPE OF WORKS

- 4.1 The Service Provider shall diligently deliver the Works and it shall be in accordance with the works implementation schedule to be provided by the Service Provider (if any) before the commencement of the Works and approved by the Client.
- 4.2 The Service Provider shall be available after the completion of the Works to participate in negotiations or to provide clarification if required on matters arising from the Works.
- 4.3 The Service Provider shall ensure that all statutory provisions and requirements affecting the Works carried out under the Agreement and the conduct of the Service Provider's employees or agents while on or in the vicinity of the Client's premises be complied with.

5.0 COMPLETION

- 5.1 When the Service Provider deems it has completed the Works, the Service Provider shall promptly notify the Client in writing. The Client will notify the Service Provider of any defect, deficiency and/or any other fault whatsoever in Works and the Service Provider shall have the obligation to repair or rectify such defect, deficiency and/or any other fault at the Service Provider's own cost.

6.0 DEFECTS LIABILITY PERIOD (If Applicable)

- 6.1 The defects liability period for the Works shall be for a period as specified in the PO (**"Defects Liability Period"**). The Service

Provider shall be responsible for all defects, deficiencies and/or any other fault in the Works ("**Defects**") at all times during the Defects Liability Period.

- 6.2 The Client will notify the Service Provider of any Defects. The Service Provider shall have the obligation to repair or rectify, at the Service Provider's own cost, all Defects during the Defects Liability Period. If the Service Provider fails to repair or rectify such Defects within a period of fourteen (14) days from the date of notification by the Client, such Defects shall be entitled to be repaired or rectified by other contractor at the Service Provider's risk and cost. All costs incurred by the Client hereunder shall be reimbursed by the Service Provider within thirty (30) days of receipt of demand thereof. In the event of default in reimbursing such costs, the Client shall be entitled to set off the required amounts from the Retention Sum (as defined herein), the Total Contract Sum (as defined herein) and/or any other sum due and payable by the Client to the Service Provider, for undertaking the repairs or rectification.

7.0 TOTAL CONTRACT SUM

- 7.1 In consideration of the Works provided and completed by the Service Provider, the Client agrees to pay the Service Provider an amount as stated in the PO ("**Total Contract Sum**") subject to Clause 8.0 below.

8.0 MODE OF PAYMENT

- 8.1 Payment of the Total Contract Sum made by the Client to the Service Provider shall be in accordance with the payment terms provided in the PO.
- 8.2 The payment due to the Service Provider shall be made within **forty- five (45) days** after the receipt by the Client of a valid invoice with report submitted by the Service Provider **SUBJECT ALWAYS** that the Client shall have the right to defer or withhold release of the payment or any part thereof in the event the Service Provider commits any breach of the terms and conditions of the Agreement which in the opinion of the Client interferes or threatens to the successful carrying out of the Works or the accomplishment of the purpose of the Agreement or failure by the Service Provider to deliver the Works to the satisfaction of the Client and/or to remedy the breach to the satisfaction of the Client.
- 8.3 If applicable, it is agreed between the Parties herein that the Client shall have the right to withhold a certain percentage from the Total Contract Sum as specifically mention in the PO ("**Retention Sum**"), which shall be paid by the Client to the Service Provider therefore, after the expiration of the Defects Liability Period.
- 8.4 The Client shall at any time be entitled to set off any money owing by the Service Provider to the Client against the payment for the Total Contract Sum and/or any other sum due and payable by the Client to the Service Provider.

9.0 INSURANCE (If Applicable)

- 9.1 If requested by the Client, as detailed out in the PO, the Service Provider shall procure and maintain in full force and effect throughout the Contract Period until expiration of the Defects Liability Period, a policy or policies of insurance with a reputable

insurance company providing an adequate level of coverage in respect of all liabilities which may be incurred by the Service Provider arising out of the.

10.0 TERMINATION

- 10.1 The Client shall have the to suspend all or part of the Works or terminate the Agreement prior to the completion of the Works by giving fourteen (14) days' prior written notice to the Service Provider, if any of the following events occurs:-
- (a) The Service Provider neglects to execute the Works with such care, and skill ordinarily exercised by similar professionals providing similar Works within similar timeline, budget and/or scope;
 - (b) Any representations or warranties by the Service Provider are found to have been false, misleading and/or untrue;
 - (c) Any material breach of the Agreement by the Service Provider or failure by the Service Provider to rectify or remedy errors, fault, deficiency or delay that may exist or occur in the Works including any discrepancies, errors or omissions in data, reports, specifications or other information produced or supplied by the Service Provider, which continue to be unremedied within seven (7) days after receiving written notice from the Client specifying such breach and requiring it to be remedied;
 - (d) The Service Provider commits an act of bankruptcy or becomes bankrupt;
 - (e) The Service Provider becomes insolvent or compounds with or makes arrangement with its creditors; and/or
 - (f) The Client determines that the Service Provider or anyone employed by it or acting on its behalf, whether with or without the Service Provider's knowledge, is engaged or has engaged in corrupt practice in connection with the Works.
- 10.2 Notwithstanding the terms and conditions of the Agreement, the Client reserves the right to terminate the Agreement by giving thirty (30) days' prior notice in writing to the Service Provider, without having to assign any reasons whatsoever.
- 10.3 The Service Provider may, by giving fourteen (14) days' prior written notice to the Client, suspend or terminate the Agreement, if any of the following events occurs:-
- (a) The Service Provider has not received payment in accordance with the Agreement thirty (30) days after the due date for payment. The Service Provider shall also have the right at its discretion to discontinue the whole or any part of the Works thirty (30) days after the due date for payment for the respective Works until such time as the payment has been made; and/or
 - (b) The whole or any part of the Works has been postponed by Client and such postponement has lasted over three (3) months.

11.0 CONSEQUENCES OF TERMINATION

- 11.1 The Service Provider shall immediately make arrangement to stop the Works and minimise expenditure.
- 11.2 The Service Provider on or during the termination notice shall be responsible to forthwith return or forward to the Client all documentation pertaining to the Works already undertaken by the Service Provider at the time of the termination thereof and subject to the provisions of the Agreement, the Client shall reimburse all reasonable costs incurred to the Service Provider in the proper execution of the Works up to the date of termination.
- 11.3 The Parties shall have no further claims against each other save and except for antecedent breaches.
- 11.4 For the avoidance of doubt, in the event the Agreement is terminated for any reason whatsoever by the Client, the Service Provider shall not be entitled to claim for any loss of profit and/or loss of earning except to the extent of Works rendered by the Service Provider up to the date of the termination. The Service Provider hereby agree that it shall have no claim against the Client for compensation, damages or otherwise for or in respect of or by a reason of such termination.
- (h) pandemic as declared by World Health Organization or an epidemic resulting in restrictions of movement control order declared by the relevant authority, ministry or governmental body of Malaysia.
- 12.3 Notwithstanding anything in the above clause, a Force Majeure Event in relation to either Party shall not include:
- (a) any increased costs or other adverse economic consequences that may be incurred through the performance of such obligations of the Service Provider and the Client under the Agreement; and/or
- (b) normal wear and tear or random flaws in materials and equipment or breakdowns in equipment.
- 12.4 If the Party's obligations under the Agreement is affected due to any Force Majeure Event, the affected Party shall, within fourteen (14) days from the occurrence of such Force Majeure Event, serve a Force Majeure Event Notice ("**FM Event Notice**") to the other Party.
- 12.5 The FM Event Notice shall specify in detail the event constituting the Force Majeure Event, and contain supporting documents to evidence the same, if applicable. The FM Event Notice shall specify among others the consequences of such occurrence and estimated time of delay due to the occurrence of the Force Majeure Event.

12.0 FORCE MAJEURE

- 12.1 For the purpose of the Agreement, a Force Majeure Event shall mean an event, condition or circumstances or its effect which:-
- (a) is beyond the reasonable control of and occurs without fault or negligence on the part of the Party claiming it as a Force Majeure Event; and
- (b) causes a delay or disruption in the performance of any obligation under the Agreement despite all reasonable efforts of the Party claiming it as a Force Majeure Event to prevent it or mitigate its effects.
- 12.2 Subject to satisfying the foregoing criteria, Force Majeure Events include, without limitation, the following:
- (a) strikes or lockouts and/or other work stoppages or industrial action (other than those solely affecting the Party claiming the same as a Force Majeure Event);
- (b) acts of public enemies or terrorists or acts of war, whether or not war is declared, acts of force by a foreign nation or embargo;
- (c) public disorders, insurrection, rebellion, sabotage, riots or violent demonstrations;
- (d) explosions, fire, earthquakes, hurricane, ice storms, lightning, landslides, subsidence, sabotage, and/or other natural calamities and acts of God;
- (e) severe weather conditions;
- (f) compulsory acquisition by any Government Entity;
- (g) failure to obtain or renew any Government Authorisations which is not due to default and is beyond either Party's control; and
- 12.6 Subject to the full compliance of the requirements set out in this clause, both Parties shall be excused from further performance of its contractual obligations under the Agreement for as long as the Force Majeure Event continues to subsist and neither Party shall be liable for any loss, damage, delay or breach due to or arising from its failure to perform/fulfil any of its obligation under the Agreement during the Contract Period.
- 12.7 A Party may terminate the Agreement if a Force Majeure Event prevents it from performing its obligations under the Agreement and if both Parties are unable to find a practical and reasonable solution for more than ninety (90) days.

13.0 REVIEW AND AUDIT OF PERFORMANCE

- 13.1 The Parties agree that the Client shall have the right to review and audit the Service Provider's performance at any time during the Contract Period.

14.0 WARRANTIES

- 14.1 The Service Provider warrants that it shall exercise reasonable degree of professional skill, expertise, care and diligence in the performance of the Works and that the implementation of the Works shall be in accordance with good professional practices and in full compliance with the relevant laws, standards and regulations issued, all relevant governing codes of practices regulating the performance of Works of similar nature to the Works to be provided by the Service Provider.

15.0 PROFESSIONAL LIABILITY

- 15.1 The Service Provider shall be liable to the Client for any errors, omissions, and professional negligence of the Service Provider,

its directors, employees, workers, transporters and/or agents in performing the Works in accordance with the Agreement, which have caused the Client documented direct and/or indirect damage.

16.0 INDEMNIFICATION

16.1 The Service Provider, its officers, directors, affiliates or employees shall irrevocably and unconditionally undertake to fully indemnify and hold the Client and its officers, directors and employees, harmless from and against any and all claims, judgments, losses, damages, actions, proceedings, costs, charges, other expenses (including lawyers' fees) and damages of any nature whatsoever for personal injury, death or property damage to third parties, caused by any act, fault, negligence or omission of the Service Provider or the its officers, directors, affiliates, employees, workers or agents that arises out of or are in any manner connected with the performance of the Agreement.

17.0 PERSONAL DATA PROTECTION

17.1 To the extent that any personal data is received and being processed by the Parties during the course of performing their respective obligations under the Agreement, each of the Parties shall obligate its personnel entrusted with the processing of such personal data to do so in accordance with the applicable laws, and not process personal data in such a way as to cause the other Party to contravene the applicable laws, including but not limited to the Personal Data Protection Act 2010.

18.0 ANTI-CORRUPTION ACTS

18.1 That either Party shall not receive or agree to receive from the other Party or offer or give or agree to give to other Party and/or any public officials any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done forborne to do any act in relation to the execution of the Agreement. A breach of this condition by either Party or by anyone employed by it or acting on its behalf where there is reason to believe has or has attempted to commit an act which is an offence under the Malaysia Anti-Corruption Commission Act 2009 shall entitle the other Party to forthwith terminate the Agreement at any time by giving written notice to that effect and recover the amount of any loss resulting from such termination.

18.2 That either Party shall comply at all times with the applicable laws in Malaysia including, without limitation to Malaysian Anti-Corruption Commission Act 2009, which shall include any of its latest and updated versions and/or those pertaining to anti-corruption and shall inform the other Party in reasonable manner if it learns, or has any reason to know of any violation of such applicable laws that occurred or may have occurred in performing its obligations under the Agreement.

19.0 SEVERABILITY

19.1 Any term, condition, stipulation, provision, covenant or undertaking in the Agreement which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability and shall not invalidate or render illegal, void or unenforceable any other term, condition,

stipulation, provisions, covenant or undertaking contained herein.

20.0 CONFIDENTIALITY

20.1 All information in relation to the Agreement shall be treated in the strictest confidence. The Service Provider shall not divulge or communicate any information in respect thereof to any third parties, save with prior written consent of the Client. Where applicable, the Service Provider is permitted to disclose the general existence and nature of the Agreement to the extent as required by law and/or any announcement or disclosure that is required to comply with the applicable law or the requirements of the relevant regulatory body or relevant stock exchange on which the shares of the Client's company or its holding company are listed, PROVIDED ALWAYS that the Service Provider shall have notify the Client in writing prior to such disclosure.

21.0 ASSIGNMENT, TRANSFER AND SUB-CONTRACT

21.1 The Service Provider shall not without a written consent from the Client, assign, transfer or sub-contract in whole or in part any of the Service Provider's rights and obligations and/or the Works under the Agreement to any person or third party which consent shall not unreasonably be withheld or delayed.

21.2 For the purpose of Clause 21.1 above, the Service Provider may provide its request to assign, transfer or sub-contract, in writing to the Client.

21.3 If the Service Provider intends to assign, transfer or sub-contract either in whole or in part any of its rights and obligations and/or the Works herein to a third party, provided that the prior written consent of the Client is obtained, the Service Provider hereby agree that it shall:-

- (a) not be relieved of any liability, default and/or neglect of such third party including its agents, servants or workmen and all acts, defaults or neglect of such third party including its agents, servants or workmen shall be deemed fully as if they were the acts, defaults or neglect of the Service Provider; and
- (b) ensure that all sub-contract entered into between the Service Provider and the third Party includes a provision for termination and liability at its convenience.

21.4 The Client may assign any of its rights and/or obligations under the Agreement to any of its lenders, subsidiaries, successor-in-title, and any other permitted assigns for any purposes including but not limited to obtaining financing and refinancing purposes for the Works.

22.0 NOVATION

22.1 The Client may, at its absolute discretion and at any time, by giving notice in writing to the Service Provider, novate all its rights and liabilities arising out of the Agreement to any party whichever that the Client deems fit. Upon receipt of such notice from the Client, the Service Provider shall execute any document(s) as may be necessary to give effect to such novation.

23.0 NO VARIATION, AMENDMENT AND WAIVER

- 23.1 No variations, amendment and/or waiver of any of the provisions of the Agreement shall be binding unless it is made in writing and signed by the duly authorised representatives of the Parties.

24.0 INTELLECTUAL PROPERTY RIGHTS

- 24.1 The intellectual property rights to all drawings, specifications, data-base and other material supplied to and/or by the Client under this Agreement shall rest with the Client. The Service Provider agrees to use the information contained therein solely for the agreed purpose and for no other purpose and not to disclose the same to others for purposes other than for which it is intended, without the prior written consent of the Client. The Client shall not be responsible for any unauthorised use of the same.
- 24.2 The Service Provider shall have a non-transferable, non-exclusive, royalty-free and perpetual license to use any and all intellectual property rights used in the development of the materials supplied by the Client for the purposes they have been provided including disclosure to authorities, state government, technology provider, technical consultants, lawyer and other advisors to the Works.
- 24.3 Notwithstanding the termination or expiration of the Agreement, the Service Provider shall treat the Agreement, any document, negotiation, discussion, and all information pertaining thereto shall be conducted in strictest confidence and the Service Provider shall not disclose any information in respect thereof to any third Party without prior written consent from the Client.

25.0 ENVIRONMENTAL, HEALTH, AND SAFETY REQUIREMENTS

- 25.1 The Service Provider shall in carrying out the Works, comply with all the relevant laws, regulations, rules, by-laws, directive or order by the relevant authorities and any rules instruction or direction issued and/or implemented by the Client concerning the environment, health, and safety at work ("**Safety Requirement**") and shall ensure that all its personnel, workmen, employees, agents, contractors, and any person authorised by the Service Provider to be at the site comply with such Safety Requirements. The Service Provider hereby agrees that any failure by the Service Provider, its personnel, workmen, employees, agents, contractors and/or authorised person to comply with the Safety Requirements shall be deemed as a breach of the Agreement.

26.0 GOVERNING LAW AND JURISDICTION

- 26.1 The Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereto submit to the exclusive jurisdiction of the courts of Malaysia.
- 26.2 In the event there is a change of any relevant law or regulation which affects any term and/or provision of the Agreement, the Parties hereby agree to negotiate in good faith and execute an instrument to amend the Agreement in order to comply with such laws and regulations.
- 26.3 Should during the Contract Period, a change or changes in applicable law leads to the Works not originally contemplated by the Service Provider, or incurs increased costs in order to comply

with the said change or changes, such Works or costs (to the extent pertaining to the Works) will constitute an additional works, subject to mutual written agreements by the Parties.

27.0 PRIORITY OF DOCUMENTS

- 27.1 This GTC shall be taken, read and construed as an integral part of the Agreement. The documents forming the Agreement are to be taken as mutually explanatory of one another. In the event of any conflict, ambiguity, and/or discrepancy between two or more documents forming part of the Agreement, the Service Provider shall refer such conflict to the Client for instruction. The instruction from the Client shall be final and binding upon the Parties.

28.0 NOTICES

- 28.1 Any notice required to be served pursuant to the Agreement upon either Party shall be served at its address as stated in the PO or such other address or addresses as each Party may notify the other in writing.
- 28.2 Any notice sent by:-
- (a) hand, shall be deemed to be served at the time of delivery and duly acknowledged; or
 - (b) facsimile (followed by the original copies), shall be deemed served on the other Party upon the receipt by the sender of a transmission report generated by the despatching terminal of the sender confirming that such facsimile was duly transmitted to the other Party; or
 - (c) email address, shall be deemed served on the other Party when it is transmitted without any error message.
- if delivery or receipt occurs on a day that is not a business day (business day shall be in accordance to the working day of the Client) in the place to which the notice is sent or is later than five (5) pm (local time) at that place, it shall be taken to have been duly sent at the commencement of business on the next business day in that place.
- 28.3 A Party may notify the other Party in writing, at any time, of a change to its address provided that such notification shall only be effective on:-
- (a) the date specified in the notification as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than three (3) business days after the date on which notice is given, the date falling three (3) business days after notice of any such change has been given.

29.0 TAXATION

- 29.1 For the avoidance of doubt, tax shall mean all taxes imposed by the authorities from time to time, either directly or indirectly, in connection to the execution and/or implementation of the Agreement. Except if expressly stated or mutually agreed otherwise in writing, each Parties shall bear its own taxes as may be chargeable under the laws of Malaysia.

30.0 AMENDMENTS TO THIS GTC

- 30.1 The Service Provider agrees that the Client shall have an absolute discretion to amend, vary or waive any terms and conditions of this GTC as and when the Client deems fit and the Service Provider shall be deemed to have been duly notified of the amendments once the new GTC has been posted or updated on the relevant website(s). The Parties hereby agree that the amended GTC shall be read together with the existing PO and binding on the Parties.

31.0 TIME IS OF ESSENCE

- 31.1 Time whenever mentioned in the Agreement shall be of the essence.

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