

**EMERSON**

EMERSON PROCESS MANAGEMENT (MALAYSIA) SDN BHD (181133-M)
 No.1,Block A,Jalan SS 13/5
 Subang Jaya,Selangor Darul Ehsan
 47500
 Malaysia
 Phone:+603 - 56242888
 Fax:+603 - 56386060
 VAT/GST/PST:000502398976

PURCHASE ORDER

Purchase Order Number Rev. No.
4182034234 0
 Order Date Revision Date
 13-MAR-2019

Supplier NUSANTARA TECHNOLOGIES SDN BHD 5 Jln Anggerik Mokara 31 45 Sek 31 Kota Kemuning SHAH ALAM,SELANGOR 40460 Malaysia Tax Reg#:		150193750	This purchase order number must appear in all invoices, packing lists, cartons and correspondences related to this order.	
Supplier Contact		Tel : (3) 5122 9766 Fax:	Customer Reference SO: 10048752 Customer PO: PO-1-P2944	Supplier Reference MAT/Q/SS-1902-0321
Ship To Address See shipment information below for address details.		Buyer Aileen,Alejandro	Buyer Email: Aileen.Alejandro@Emerson.com	
Payment Terms NET45		Freight Terms Collect	Currency MYR	Delivery Terms EMR2006
		Final Destination Malaysia	Ship Via	
		Mail Invoice to: EMERSON PROCESS MANAGEMENT (MALAYSIA) SDN BHD No.1,Block A,Jalan SS 13/5 Subang Jaya,Selangor Darul Ehsan 47500 Malaysia		

Notes To Supplier:
 ****Please wait for shipping instructions. This order is under console shipment.

Ship To: EMERSON PROCESS MANAGEMENT (MALAYSIA) SDN BHD,No.1,Block A,Jalan SS 13/5,Subang Jaya,Selangor Darul Ehsan, 47500,Malaysia

Item	Code	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price	Amount
1	0	RMT-SVC-JXB RMT-Service Supplier Item Reference : Item on PO : RMT-SVC-JXB Unit(s) Tag Configuration Order No: 10048752 Line No: 92 Notes By Line: PMI EXAMINATION (XRF)	05-APR-2019	1	Each	2,150.00	2,150.00

For each item please add the following information to your Order confirmations,delivery papers and invoices: 1. HTS-Code as given on our purchase order, Our General Standard Conditions of Purchase have exclusive validity.The latest version is available on our homepage in the Service section. 2. Please send us signed Purchase Order acknowledgement by email within 3 working days after receipt of Purchase Order. 3. Goods to be delivered by the stipulated date. 4. The Packing List, Invoice and the Goods must be identified or marked with Purchase Order No. 5. For product purchase please submit CoO (Certificate of Origin) or CoC (Certificate of Compliance) with Delivery Order/Invoice (if required) 6. Emailed soft copy Invoice with Proof of delivery to MYFinance-TRD.Payable@Emerson.com 7. Warehouse Receiving hour Mon-Fri 8.30am - 3.30pm. Closed 1pm-2pm Notify Procurement/Project/Admin by email bf 12noon if late delivery. 8. If SELLER is unable to deliver the Goods or Services within the stipulated delivery date(s), SELLER shall be liable and pay to BUYER liquidated damages at the rate of 0.5% of the Total Purchase Order Price per commenced calendar day of delay up to a maximum of 20% of the total PURCHASE ORDER PRICE. Payment of liquidated damages herein shall be in addition to the other remedies available to SELLER in law or equity, including cancellation of the PURCHASE ORDER.	Total Order Value (MYR) 2,150.00 Tax GST 0% (MYR) 0.00 Total Value with Tax (MYR) 2,150.00
	Authorised Signature This is a computer generated document and no signature is required.

GST Summary	Tax Rate %	Amount(RM)	Tax(RM)
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Purchase Order No
4182034234



MY_GST_PUR_STD	0	2,150.00	0.00
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4182034234

GENERAL CONDITIONS OF PURCHASE

- 1. CONTRACT AND CONDITIONS:** The Buyer means Emerson Process Management (Malaysia) Sdn Bhd and the Seller means the person, firm or company to whom the order is addressed, and includes the Seller's successors, heirs, executors or administrators. The Order, means the order placed by the Buyer for the supply of goods and services. These terms shall have precedence over any terms appearing on any acceptance form, delivery form or other document or letter from the Seller and such terms shall have no effect whatsoever except in so far as they confirm the terms of this Order. All requests for the supply of goods or services must be on the official order form of the Buyer and no goods or services will be accepted or paid for unless ordered on the Buyer's official order form.
- 2. PRICE, ACCEPTANCE AND VARIATIONS:** The prices stated in this orders are fixed, firm and not subject to variation for any reason save as set out herein; the prices exclude Goods and Services Tax or any other sales tax unless otherwise agreed in writing. This Order and all its conditions must be accepted in writing within 7 days showing the price of the goods to be delivered or services to be provided and the expected date of delivery where these have not been previously specified, failing which the Buyer reserves the right to cancel the Order forthwith without any liability whatsoever. The Buyer also reserves the right to cancel the Order in part or in whole should there be any subsequent variation, other than as set out this clause, in the acceptance or delivery of this Order regarding the date of delivery, quantity or quality or any other such variation in the goods to be supplied or in the services to be rendered. If the words "or equivalent" are used in the Order, Seller's proposal must be pre-approved by Buyer in writing. Buyer reserves the right at any time to vary the Order and if any such variations cause a change to Seller's costs, an equitable variations may be made to the price payable to Seller; provided however, any financial claim or request for a change to the due date for delivery/completion must be made in writing within 5 days from the date the variation was advised
- 3. DELIVERY:** The time stipulated for the delivery of the goods and/or performance of the services shall be of the essence. Seller shall immediately notify Buyer of any likely delay in delivery or completion and without prejudice to Buyer's rights of cancellation the Seller should endeavour with all means available to deliver at the Seller's expense with the least possible delay. All goods must be properly packed and clearly labeled in accordance with the delivery instructions and be delivered carriage paid unless otherwise agreed and at the Seller's risk to the address shown on the Order. In the absence of any special arrangement goods can only be received between the hours of 8:30am and 5:30pm Monday to Friday inclusive. The Buyer reserves the right of collection by its own vehicles after advising the Seller of its intention within reasonable time. The Buyer will not unless agreed in writing pay for any packaging or containers but will return them to the Seller if required to do so at the time of delivery of the goods at the Seller's risk and expense. **4. WARRANTIES:** Seller warrants clear title to the goods, free of any lien or encumbrance; and all goods shall be new, merchantable, of high, satisfactory an acceptable quality and workmanship and free from defects; shall conform strictly and in all respect with the terms hereto and with the drawings, designs, specifications, descriptions and samples identified in the Order, and shall be fit for the purpose intended to the extent the purpose is known or reasonably should be known to Seller. These warranties shall run to Buyer, its successors, assigns, customers, and users of the goods. Seller agrees, at its own expense and whatever reasonably requested by Buyer, to furnish and deliver to Buyer satisfactory evidence showing that each of said drawings, designs, specifications, descriptions, and samples have been fully and completed complied with and that goods supplied hereunder fully and completely conform thereto. Seller agrees, at its cost, to immediately, replace, repair, grant credit for, or make good, as requested by Buyer, any goods not conforming to the foregoing warranties. The foregoing rights of Buyer are not exclusive and shall not limit Buyer's right to avail itself of any remedy provided therein or by law or equity.
- 5. DOCUMENTS AND PAYMENTS:** (a) Advice Notes: Advice Notes must accompany each consignment showing the Buyer's official order number and sufficient details of the consignment for it to be positively identifiable by the Buyer. (b) Release Notes or Other Documents of Conformance; Release notes or other documents of conformance or approval when required always accompany the goods or be sent by post to the delivery address to arrive no later than the goods themselves. (c) Invoices: A separate invoice must be sent by post to the appropriate address showing the Buyer's official order number, the goods supplied, work done, the date of delivery and sufficient details of the Buyer to be able to identify the goods sent or the work performed. (d) Statements: A monthly statement must be sent to the Buyer. (e) Payment Terms: Buyer shall pay Seller two(2) calendar months and five(5) days after the month in which both the following conditions have been satisfied; (f) all goods (including documentation) have been received and/or work satisfactorily completed; and (ii) a correct invoice has been received together with such supporting documentation as Buyer may reasonably require. Non-compliance with any of the foregoing by Seller may result in delay in payment. Payment of any sum by Buyer shall in no circumstance imply acceptance of any goods or services and shall be without the prejudice to any right or remedy of Buyer. Buyer shall be entitled to set-off any sum or sums owned to Buyer by Seller against any money due from Buyer to Seller.
- 6. INSPECTION:** Where the goods are being made to the Buyer's design or drawings or work or tests are being carried out to the Buyer's requirements then where reasonable notice has been given any authorized representative(s) of the Buyer shall be admitted to the Seller's works to inspect any materials, the process of manufacture, completed items or test procedures. The Seller shall when requested as soon as practicable modify any process etc. at the request of the Buyer where they do not fully follow the Buyer's requirements. Notwithstanding, any inspection carried out on the Seller's premises all goods are subject to full inspection called for in the Order or delivery.
- 7. REJECTION:** The Buyer maybe notice in writing, cancel the Order or reject the whole or any part of it without liability and without prejudice to claim damages or other remedy and may return goods to the Seller at the Seller's risk and expense in the following circumstances; (a) Where the goods or services to be supplied are not received by the Buyer by the specified delivery date. (b) The goods or services supplied do not comply with the description, specification or drawings relating thereto. (c) The goods or services are not of a standard specified in the Order or do not confirm to generally accepted standards or as implied by law. (d) If the goods are found after the delivery to be damaged. (e) If Seller is in default of any provision of the Order (or if, in Buyer's sole discretion, it appears that Seller will be unable to comply with any such provisions). The Buyer will specify the reasons for the rejection and where goods are returned after rejection the Seller shall rectify or replace such goods within a reasonable time and if this means that the delivery date will be extended beyond the original delivery date required then the Buyer reserves the right to cancel the Order or the balance of the Order without liability. The Buyer may by notice in writing, cancel the Order or any part of it without any reason whereupon, Buyer and Seller shall discuss and mutually agree where there is no prior agreement, on a reasonable payment by Buyer for item and material expanded up to the date of cancellation. In case of any cancellation, Seller shall stop all work, cease incurring any further cost and expense, mitigate its losses, and preserve and protect materials in hand, work in progress and completed work. Buyer shall not be liable for damages or claims except as expressly set out in this clause.
- 8. DAMAGES OR LOSS IN TRANSIT:** The property and risk in the goods shall remain in the Seller until the point of delivery specified in the Order and in the event of the goods being lost or damaged in transit the Seller shall repair or replace such goods at its expense and delivery shall not be deemed to have taken place until the repaired or replaced goods have been delivered.
- 9. TEMPORARY STOPPAGE OF WORK:** In the event of any stoppage of work due to any act of God, natural disaster, fire, flood, explosion or earthquake, epidemic, quarantine restriction, serious accident, any act of Governments, war, insurrection of riots, strike or labour troubles, or any other cause beyond the control of the Buyer which may prevent or hinder the use of the goods or services which are the subject matter of this Order, the dispatch of such goods or the completion of such work and payment therefore may be suspended by the Buyer by notice in writing to the Seller, until the circumstances of such cessation have ceased.
- 10. LIABILITY FOR ACCIDENTS AND DAMAGE:** The Seller hereby indemnifies the Buyer in respect of all damages or injury to any person or to any property and against all actions, suits, claims, demands, costs charges and expenses arising in connection with the goods supplied or the work carried out due to: (a) The negligence or willful act of the Seller or his servants, agents or subcontractors for any purpose connected with the Order. (b) Defective design (other than a design made specifically to the Buyer's instructions), defective materials, defective workmanship or the supply of a defective product.
- 11. PATENTS RIGHTS:** Except where the Buyer requires goods to be made to its own specifications the Seller warrants that all royalties and fees on patented articles, process, copyrights, trade secrets and registered designs or other intellectual property rights required for Buyer to have complete and unencumbered use and exploitation the good and services have been paid and shall indemnify the Buyer against all actions, suits, claims, or demands which may arise from any infringement or alleged infringement, and against all costs, damages, losses or expenses, incurred or suffered by the Buyer. In the event of any claim being made or action brought against the Buyer arising from such matters the Seller shall be notified thereof and may at its own expense conduct all negotiations for the settlement of the same.
- 12. JIGS, PATTERNS, DRAWINGS ETC:** All jigs, patterns, drawing, etc supplied by the Buyer will remain at all times the property and trade secret of the Buyer and are to be returned in good condition to the Buyer on completion of the Order, including any copies, unless otherwise agreed. Whilst, in the hands of the Seller they are its responsibility and hereby indemnifies the Buyer against their loss or damages other than for fair wear and tear whilst being used for the purpose for the Order.
- 13. FURTHER RIGHT OF CANCELLATION:** If the Seller shall have a receiving order made against him or shall make any arrangement with his creditors; in case of an incorporated company be wound up or in the case of an individual be made bankrupt or in any other circumstances where it is impossible for the Seller to properly carry out the terms of the Order then the Buyer may without prejudice to its other rights and remedies cancel the whole or any part of the Order without compensation or liability by giving notice in writing to the Seller.
- 14. GENERAL PROVISIONS:** (a) Seller shall not assign or subcontract its rights or obligations under the Order without the Buyer's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Order. (c) The Order is formed and shall be constructed and enforced under the laws of Malaysia and Buyer and Seller agree that the proper venue for all actions arising under the Order shall only be in Malaysia. (d) The provisions of the Contracts (Rights of the Third Parties) Act 2001 shall not apply. (e) Seller shall be responsible for all dealings with any government authority including obtaining, maintaining and paying for all licenses, permits and authorizations for the services or goods furnished hereunder. (f) Buyer shall not liable to Seller for any indirect or consequential damages, including, but not limited to, loss of anticipated profits, which Seller may suffer as a result of a breach by Buyer of its obligations under an Order whether such damages are due to the negligence of Buyer or not. (g) Unless otherwise agreed in writing, by accepting this Order Seller grants to Buyer and all Buyer's related companies a non-exclusive, world-wide, perpetual license to use any software provided by Seller under this Order and each to sublicense the use of such software to any customer and (if different) the end-user, without the payment to Seller of any additional sum other than that specified in the Order. Buyer and all Buyer's related companies each shall have the right to copy the software for backup/archiving purposes and to reverse engineer; decompile; and otherwise use; and as provided by applicable law copy the software. (h) At the Buyer's sole determination and Seller hereby consents to any such determination, any claim, dispute or controversy or part thereof, whether resulting from a claim in contract, tort, or otherwise arising out of or relating to this Order, may be resolved by confidential, final or binding arbitration through the Malaysia International Arbitration Centre in accordance with its then existing rules before a single neutral arbitrator in the English language. The costs of the arbitration, including legal and attorney's fees, shall be determined by the arbitrator.
- 15. COMPLIANCE WITH LAWS:** Supplier confirm that it has complied and will continue to comply with all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Emerson and Supplier are established or from which items may be supplied, including the requirements of any licenses, authorisations, general licences or licence exceptions relating thereto. Supplier agrees furthermore that it shall not engage in any activity that would expose Emerson or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Supplier agrees to comply with all appropriate legal, ethical and compliance requirements.

EPM-AP5(Mar,2014)

