



Dermaga Oil & Gas Sdn Bhd (860040-V)
 No 1, Jalan Tiara Sentral 1,
 Kawasan Perindustrian Nilai Utama,
 71800 Nilai, Negeri Sembilan, Malaysia.
 Tel. No : +606 797 1100
 Fax.No : +606 797 1144

PURCHASE ORDER

Purchase Order : PO-86-R1-N1001

Supplier	: NUSANTARA TECHNOLOGIES SDN BHD	Date	: 10 April 2019
Address	: NO. 5, JALAN ANGGERIK MOKARA 31/45, SEKSYEN 31, KOTA KEMUNING, 40460 SHAH ALAM, SELANGOR	Payment Terms	: As below
		Delivery Date	: As below
		Delivery Terms	: Ex-Work
Tel. No.	: 03-5122 9766 / 767 / 768	Buyer Name	: Procurement
Fax. No	: 03-51 22 8766 / 8767	Tel.	: +06 797 1100
Quote Ref	: MAT/Q/SS-1810-1866	Tel. Ext.	: -
Contact Person	: MS SALINA SAIDIN	Fax	: +06 797 1144
Email	: info@nusatek.com	Email	: procurement@dermaga.my
Delivery Place	: Ex-Work	Invoice To	: Accounts Department Dermaga Oil & Gas Sdn Bhd No.1, Jalan Tiara Sentral 1, Kawasan Perindustrian Nilai Utama, 71800 Nilai, Negeri Sembilan, Malaysia.

SUBJECT : TO CONDUCT INTERGRANULAR CORROSION TEST

ITEM	MATERIAL DESCRIPTION	QUANTITY	UNIT PRICE MYR	DISCOUNT MYR	AMOUNT MYR
1.	Intergranular Corrosion Test as per ASTM A262 Practice E	1 pcs	2,000.00		2,000.00
	<p><u>Terms & Conditions</u> Payment terms: 100% upon Purchase Order. Payment will be due upon submission of invoice had been received by DERMAGA and subject to all the supporting document is completely accepted and submitted Payment Milestone: Nil</p> <p><u>Other Notes:</u> 1) Delivery date: 3 working days 2) FAT Date: NA 3) Marking of Goods: NA 4) Mode of Shipment: NA 5) Delivery address: Ex-Dermaga 6) Liquidated Damages (LD) : 1.0 % LD per day to be charged with the maximum of 10% from the PO value, should any delay occurs in term of delivery or any other means. 7) Original invoice shall be issued to : Attn : Finance & Accounts Department Add : DERMAGA OIL AND GAS SDN BHD No.1, Jalan Tiara Sentral 1, Kawasan Perindustrian Nilai Utama, 71800 Nilai, Negeri Sembilan, Malaysia</p> <p>Correspondence & Documentations : Attn : Finance & Accounts Department Add : DERMAGA OIL AND GAS SDN BHD No.1, Jalan Tiara Sentral 1, Kawasan Perindustrian Nilai Utama, 71800 Nilai, Negeri Sembilan, Malaysia.</p> 8) No partial delivery and shipment is allowed in this order. 9) The goods covered by this PO is part of a contract awarded to DERMAGA. As such timely delivery of documents and goods are critical to DERMAGA overall project schedule. 10) No cancellations charges shall be imposed in this Purchase Order in the event this have been imposed by DERMAGA. 11) No storage charge shall be apply to DERMAGA in any event. 12) Supplier shall note that Buyer may require a specific format for Shipping Documentation. Supplier shall request such information 1 week prior to shipping. 13) The Vendor shall inform at least 3 working weeks in advance for event such as FAT, 3rd party inspection or any other event that required client witness. 14) When billing please ensure to attach the following documents: - Purchase Order with acknowledgement sign with company stamp.				



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	<p>- <i>Delivery Order/Packing List with authorised endorsement of DERMAGA personnel.</i> Failure to comply to the above requirement will delay in processing your invoice.</p> <p>15) DERMAGA and/or our nominated representatives and Client reserve the right to visit the Supplier's manufacturing location to determine the status of this PO.</p> <p>16) Supplier shall provide bi-weekly progress report by e-mail to the Expeditor at procurement@dermaga.my and Mr Johan at johan@dermaga.my commencing from date of this PO. If no progress report is given, DERMAGA shall hold any of the invoice payment.</p> <p>17) Please refer the attachments to this Purchase Order as the DERMAGA Standard Terms & Conditions.</p> <p>18) Warranty of equipment shall be as per manufacturer's standard of 12 months after successful commissioning or 18 months after delivery whichever is earlier. All rectification cost within warranty period shall be fully borne by vendor.</p> <p>19) In the event of any problem occurs during the warranty period, the vendor/supplier shall immediately attend the reported problem in not less than 24 hours.</p> <p>20) Training: Vendor/Supplier shall provide an operational training if required at offshore/onshore. (if applicable)</p> <p>21) Vendor shall be responsible for ensuring that the goods and services meet all applicable regulation on health, safety and environment issues.</p>				
	GRAND TOTAL				2,000.00






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PURCHASE ORDER

Please acknowledge the PO upon acceptance without any condition in 3 working days

- The supply shall not be limited to any request from the client when it is required
- Please ensure to initial on all the pages with company stamp.
- Send the original copy to us via email (scanned copy) and courier the original hard copy to us.

This Purchase Order Number: PO-86-R1-N1001 is placed with you expressly upon condition that the Conditions of Purchase that are printed overleaf shall form part of the contract between us.

Prepared By:	Reviewed By:	Verified By:	*Approved By:
 10/04/19	 10/04/19		 10/04/19
Name/Date/Sign	Name/Date/Sign	Name/Date/Sign	Name/Date/Sign

Accepted & Acknowledge By

Name :
Designation :
Date :

Signature:

Company Stamp:

Purchase Order



Dermaga Oil & Gas Sdn Bhd,
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Kawasan Perindustrian Nilai
Utama, 71800 Nilai
Negeri Sembilan.

Dermaga Oil & Gas Sdn. Bhd Terms and Conditions

1. CONTRACT AND CONDITIONS: The Buyer means Dermaga Oil & Gas 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 3 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. Other the due to the reasons provided under clause 7 (Rejection) order cannot be cancelled by Buyer under any circumstances without Seller's prior consent and expect upon terms which will indemnify Seller against loss. 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 does not guarantee the effectiveness of any treatment or service. Seller's responsibility for any non-conforming services shall be limited to the re-performance of the same services carried out in accordance with specifications, at Seller's expense (excluding any mobilization costs, or cost of third party equipment, including the cost of the drilling rig), or at Seller's option, to the allowance of the Buyer for the cost of such non-conforming services or work not carried out in accordance with specifications. Notwithstanding any other provision herein, Seller's aggregate liability to the Buyer with respect to the performance of services pursuant to this Purchase Order, shall be limited the total value of this Purchase Order.

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 within N30 days of invoice date. In the event that Buyer disputes an invoice or part thereof, it may withhold payment of that part and pay the non-disputed amounts. Buyer must notify the Seller in writing of its reasons within 7 days from receiving the invoice. Where Seller disagrees with the specification, he shall so notify the Buyer within 7 days upon receipt of the same. Upon resolution of a disputed invoice, Buyer must pay the agreed amount within seven (7) days. If on the completion of 7 days from date the Buyer received an invoice, there has been no query raised, the invoice will be deemed acceptable and be sent forward for payment in the specified time as per this Clause.

In the event Buyer fails to pay any undisputed invoice within thirty (30) days after receipt, then Buyer shall pay interest on such unpaid amount for each day of delay at the rate of 2% per month.

In the event Buyer fails to pay in full any undisputed invoice within sixty (60) days after receipt, Seller shall be entitled to immediately suspend the work without liability to Buyer. In such case, Buyer shall defend, indemnify, release and hold Seller harmless against any and all claims arising out of Contractor's Seller's, including, but not limited to, claims by Buyer's co-ventures.

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 only 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 oil & gas standards. (d) If the goods are found after the delivery to be damaged. (e) If Seller is proved to be in default of any provision of the Order. 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. 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 and clause 3.

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.

Purchase Order



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10. LIABILITY FOR ACCIDENTS AND DAMAGE:

(a) SELLER'S INDEMNITY

Seller shall release, defend, indemnify and hold Buyer harmless from and against any and all liabilities, costs, expenses and claims for and arising out of the personal injury or death of Seller's employees, servants or agents and the loss of or damage to property of the Seller, even if caused by the sole or concurrent negligence or fault of the Buyer.

(b) BUYER'S INDEMNITY

Buyer shall release, defend, indemnify and hold Seller harmless from and against any and all liabilities, costs, expenses and claims for and arising out of:

- (i) the loss of or damage to property, whether real or personal and whether owned, hired, or operated by Customer and Buyer;
- (ii) personal injury or death of any person;
- (iii) blowout, fire, explosion and other loss of well control, including but not limited to, pollution and pollution clean-up; and/or
- (iv) loss or damage to any reservoir, formation, well, hole and any other subsurface and subsea loss or damage, even if caused by the sole or concurrent negligence or fault of Seller, Buyer or another.

It is the intent of the parties that Clauses 10(a) and 10(b) specify the allocation of risks regardless of whether the claim is expressed in terms of negligence, strict liability, warranty, unseaworthiness, contract, tort or otherwise.

10A. CONSEQUENTIAL LOSS

Notwithstanding any other provision herein, the Seller's aggregate liability arising from the services provided herein shall be limited to the value of such services and the Buyer shall to the fullest extent the law permits, release, defend and hold the Seller harmless from any claim or liability exceeding this amount, regardless of cause, even if caused or contributed to by the negligence, fault or breach of duty by the Seller.

All indemnities, releases and protections from and against liability set out in these terms and conditions and afforded to the Seller shall extend and apply to each of the Seller, its subcontractors, any related bodies corporate of the foregoing and each of its and their respective directors, officers and employees.

In addition and notwithstanding any other provision to the contrary, the Seller shall not be liable for, and the Buyer shall to the fullest extent the law permits, release, indemnify, defend and hold the Seller harmless from, the Consequential Loss of the Buyer or another regardless of cause, even if caused or contributed to by the negligence, fault or breach of duty of the Seller, and the Buyer hereby releases the Seller in this regard.

For purposes of this Clause 10A, "Consequential Loss" means –

- (a) Consequential loss under the applicable law of the relevant jurisdiction governing this Purchase Order; and
- (b) loss and/or deferral of production, loss of product, loss of use, exclusion and loss of revenue, profit or anticipated profit (if any), increased cost of working, loss of contract or business interruption or vessel or rig downtime, whether direct or indirect, to the extent that these are not included in (a) and whether or not foreseeable at the date of the Seller commencing the sale or other transaction.

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 **except where such infringement arises from Buyer's instructions of any intellectual property or protected or proprietary right or from information or data that was provided by the Buyer** 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. **The Seller shall retain exclusive rights and ownership in all pre-project existing and background intellectual property (including without limitation, source code, native files, proprietary software and data, standards, methodologies, tools, tool kits, templates and documentation) and shall only grant the Buyer royalty free license to use such information to the extent connected to this Purchase 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 the [Malaysia] and Buyer and Seller agree that the proper venue for all actions arising under the Order shall only be in the [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) 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 [Kuala Lumpur Regional Centre for Arbitration (KLARCA)] 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 Dermaga Oil & Gas Sdn Bhd and Supplier are established or from which items may be supplied, including the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto. Supplier agrees furthermore that it shall not engage in any activity that would expose Dermaga Oil & Gas Sdn Bhd 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.

Purchase Order



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Buyer acknowledges and is aware that Seller cannot participate in transactions involving any of the following countries, or with any entity known to be organized in, or owned or controlled by a national of, these countries: Cuba, Iran, Sudan, Syria or North Korea. If during performance of the Purchase Order, Seller is required to engage in any act for the direct or indirect benefit of Cuba, Iran, Sudan, Syria or North Korea or a national of these countries, such requirement will constitute grounds for Seller's termination of the Purchase Order for cause and Seller will not be in breach or default. In accordance with the above, Buyer shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any Seller's services, software including source code, or technology to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical, or biological weapons proliferation, military, or money laundering activities) without first obtaining all required government authorizations."

16. ORDER: The purchaser shall be under no liability to pay any invoice for which an official written order has not been issued. Each Order must be invoiced individually. Any and all prepaid transportation charges that are for Purchaser account are to appear on invoice for goods shipped as a specific charge and not on a separate invoice.

17. QUALITY: The material and/or goods referred to in this order shall be subject to inspection by the purchaser within a reasonable time after receipt thereof by the purchaser, and the purchaser shall have the right to return the said material and goods at the seller's expense if the specification of the purchaser has not been met.

18. DISCOUNT: The amount of any discount shall be calculated from the date on which an invoice, conforming in all respects to the provisions of this order, is received by the purchaser or the date, on which proof of shipment is received by the purchaser, whichever is later.

19. DRAFTS: Drafts relating to the material and/or goods referred to in this order shall not be accepted by the purchaser unless otherwise agreed. The purchaser shall be under no liability to pay cash on delivery.

20. CARTAGE: The purchaser shall be under no liability to pay any charges in connection with shipping or packing in excess of the charges which the purchaser has agreed to pay and which result from the due performance by the seller of terms and conditions on the face of this order.

21. TAXES & DUTIES:

21.1 SELLER's rates or prices are exclusive of all applicable taxes including sales, use, value, business and other similar types of taxes which shall be payable by BUYER, and if paid by SELLER, shall be reimbursed to SELLER by BUYER.

21.2 In the event BUYER pays any withholding taxes to any governmental entity, it shall furnish SELLER with an official tax receipt from the appropriate governmental entity in respect of such deduction or withholding within 30 days of such payment. If BUYER does not provide such evidence and receipt, and SELLER is required to pay such tax, BUYER shall reimburse SELLER such amount on demand.

21.3 BUYER shall be liable for the payment of any duties, fees, imposts, costs and expenses in connection with the importation and re-exportation of SELLER's equipment, supplies and materials furnished hereunder, and if paid by SELLER, BUYER shall reimburse SELLER.

21.4 When the proposed Goods and Services Tax (GST) to replace the existing services & sales tax by the Malaysia Government takes effect, BUYER shall be responsible for and pay GST, if applicable under prevailing GST laws and regulations on the performance of the WORKS, and supply of goods and services by SELLER under this CONTRACT. The appropriate amount of GST shall be separately stated on applicable invoice(s) in accordance with the legal requirements of the new GST regime and shall be paid by BUYER to SELLER which shall then make the payments to the relevant tax authorities.

21.5 In the event of any other changes in the taxation laws, rulings and/or regulations of Malaysia that become effective after the Effective Date of this CONTRACT and which cause additional or increased costs to SELLER in its performance of the WORKS and supply of goods and services under this CONTRACT, BUYER and SELLER will in good faith review the effects of the changes and will by mutual agreement revise the Prices to reflect the changes in SELLER's costs.

22. TOOLS: The seller shall insure and maintain in good repair any tools provided by the purchaser to the seller in connection with the production of goods by the seller for the purchaser; The purchaser shall have the right to recall the said tools at any time and the seller shall return the said tools in good repair forthwith. In the event that the seller is, for any reason for whatsoever, unable to return the said tools in good repair at the date of recall or at the date agreed with the purchaser for the return of the tools, the seller shall be under liability to supply to the purchaser new tools with specifications identical to those of the tools originally provided by the purchaser with a reasonable time.

23. SHIPMENT: The seller shall ship the material and/or goods referred to in this order on the date specified by the purchaser. In the event that the seller fails to ship the material and/or goods on the said date for any reason whatsoever, the purchaser shall have the right to obtain material and/or goods from any other source. The seller shall compensate the purchaser for any loss suffered by the purchaser in connection with the failure of seller to ship the material and/or goods referred to in this order and the said date.

24. VERIFICATION: Purchaser retains the right to verify at destination the perfect conformity of the supply with the requirements of the present Purchase Order. The non-corresponding material will be replaced by the Seller, Free of Charge, as soon as possible. If while using the material hereunder Purchaser should find evident defects not noticed at inspection time, Supplier will replace the defective material Free of Charge.

25. APPLICABLE LAW: This Order shall be governed by and construed according to the Law of Malaysia.

26. INSURANCE: SELLER shall, at its own expense, maintain with a reputable insurer and provide written certificates of insurance to BUYER (if and when requested) reasonable and customary Insurance coverage, including, but not limited to (i) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (ii) commercial general liability insurance including coverage for workers and product liability in the amount of not less than the Order Value unless otherwise stated in this order. In respect of claims for any losses, costs and expenses arising out of or relating to SELLER providing the WORKS/ material and/or goods under this order, The certificate of insurance will require the Seller to give Buyer written notice at least thirty (30) days prior to the effective date of any cancellation, lapse or WORKS/ material and/or goods change in the policy, and will contain a waiver of subrogation in favor of BUYER.

27. TRANSMITTAL OF ORDER: If this approved Order is transmitted by fax, email or by other means of electronic transmitter, such transmission shall have the legal significance of a duly executed original delivered to the SELLER.

28. BANKRUPTCY: In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency or against the SELLER, including any proceeding under the Malaysia bankruptcy laws. Or in the event of the appointment, with or without SELLER's consent, BUYER shall be entitled to cancel any Incomplete Order without any liability whatsoever.