

ROHAS-EUCO INDUSTRIES BHD.(4129-H)

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PURCHASE ORDER

Supplier's Name & Address To, NUSANTARA TECHNOLOGIES SDN. BHD. NO. 5, JALAN ANGGERIK MOKARA 31/45,SEKSYEN 31, KOTA KEMUNING 40460 SELANGOR, MALAYSIA Tel No. +603-5122 9766/9767/9768 Fax No. 51228766/8767 Email :info@nusatek.com GST No. : 000272629760 FNU02	PO. No. : OG19Y-00448 Date : 27-05-2019 Supplier Ref No. : MAT/Q/SM-1812-1777-REV.1 Dated - 27-DEC-18 Inco Terms : Not Applicable Payment Terms : 30 On Credit Internal Ref. No. : PE19Y-00036 Purchaser : SUSAN CHOW
Delivery Address ROHAS-EUCO INDUSTRIES BHD. LOT 10, BENTONG INDUSTRIAL ESTATE 28700, BENTONG PAHANG, MALAYSIA Tel No. +609 222 5133 Fax No. +609 222 3088 Email :rei@rohaseuco.com	Kind Attn. : CIK RUZI IDRIS ruzi@nusatek.com

GENERAL TERMS AND CONDITIONS

Unless any provision to the contrary is stipulated on the face hereof, these general terms and conditions shall apply.

- 1 Delivery of Goods/Material and or Services shall be strictly from Mondays to Fridays between 8am to 4pm only unless otherwise specified by the Buyer. If Goods/Material and or Services are delivered beyond the stipulated period and or time, the Buyer may in its discretion charge a fee to the Supplier.
- 2 Please ensure that the Goods/Material delivered are identified with clear identification tag describing the type, heat number and the grade, failing which the Goods/Material may be subject to refusal of acceptance by the authorised personnel of the Factory (where applicable).
- 3 Please quote our Purchase Order Number on your invoice and Delivery Order to prevent delay of payment due to the Supplier.
- 4 Purchase Order transmitted via facsimile or by other means of electronic transmission, shall be construed as legally valid, effective and binding on the Supplier.
- 5 A copy of the Purchase Order is to be attached with the Delivery Order upon delivery of Goods/Material. In the event of partial delivery, the Supplier shall commit to another date and to deliver such short fall of the remaining Goods/Materials not delivered under the original Purchase Order, failing which, the Buyer may reject the Goods/Material and the Buyer shall have no further obligations to the Supplier thereon. Notwithstanding anything to the contrary, the delivery of Goods/Material or Services shall strictly comply with the quantity, quality and technical specification as stated in the Purchase Order.
- 6 Each Purchase Order shall be treated independently and the Supplier shall provide Goods/Material and or Services (in the scope and manner required in the Purchase Order) for the agreed consideration.
- 7 Mill Certificate (where applicable) to be provided upon delivery of Goods/Material to Factory. Payment will only be made upon receipt of Mill Certificate.
- 8 Goods/Material and or Services delivered/provided shall be free from all defects in material and workmanship and shall be in accordance to specification provided unless otherwise provided in writing.
- 9 All and any replacements of defective Goods/Material and or Services shall be replaced within the specified period of time provided by the Buyer. The removal of defective Goods/Material and or Services including redelivery of the replacements shall be at the sole expense of the Supplier and to be delivered to the Buyer's warehouse (Bentong)/ Kuala Lumpur office premises or any other sites as advised by the Buyer.
- 10 Any changes, modifications, variances of the Goods/Materials and or Services specified in the Purchase Order shall be accompanied with prior written approval from the Buyer.
- 11 The Buyer shall exercise its right to cancel/voke/reject all or any previous acceptances or any part of the Purchase Order in the event the Supplier fails to meet with the Buyer's requirement of all or any part of the Goods/Material and or Services for any reasons whatsoever.
- 12 Acceptance of the Goods/Material and or Services by the Buyer shall not discharge the Supplier's liability of any costs, damages and expenses incurred by the Buyer by reason of defects and/or deviations.
- 13 Time wherever mentioned shall be of the essence unless otherwise mutually agreed in writing.
- 14 The Supplier shall be liable for late delivery damages/defects discovered on Goods/Material and or Services, costs and expenses arising from the Supplier's breach and/or failure to perform its obligations pursuant to the Purchase Order.
- 15 The Supplier shall ensure all Goods/Material supplied are securely packed to prevent spillage and shall be labelled in accordance to the latest Occupational Safety and Health (Class) Regulation. In addition, the Supplier is to provide latest Safety Data Sheet (no more than 5 years). Failing which, the Buyer shall be entitled to reject the Goods/Material.
- 16 For the supply of Goods/ Material and or Services, the Supplier warrants and represents that all relevant (where applicable) insurance, license, work permits for the workers, technical specifications, standards provided by the Supplier in relation to the Goods/Material and or Services has been obtained by the Supplier and the same are in full force and effect.
- 17 All trademarks, copyrights, patents and design rights (whether registered or not and all applications for any of the foregoing), and all rights of confidence in any know-how whensoever and howsoever arising and all renewals and extensions thereof in connection with the Goods/Material and or Services shall be obtained and cleared by the Supplier for the use by the Buyer.
- 18 Each party shall not, without the other party's prior written approval, disclose or use any proprietary or confidential information received from the other party pursuant to this Purchase Order.
- 19 The Buyer shall not be liable to the Supplier for any delay or failure in performing its obligations or to enjoy its benefits where such delay or failure is due to any cause or circumstance beyond its control for a period of 30 days. The Buyer shall, for the duration of such event, be relieved of any obligation under this Purchase Order which is affected by such event.If the event continues for more than 30 days, the Buyer shall be entitled to terminate this Purchase Order without liabilities and further obligations to the Supplier.
- 20 This Purchase Order shall be governed by the laws of Malaysia and the parties submit to the non-exclusive jurisdiction of the Malaysian courts.
- 21 The Supplier shall have deemed to accept the terms and conditions herein unless otherwise stated in writing and addressed to the Buyer.