

PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE ORDER IS PLACED BY **IVORY SUCCESS SDN. BHD (838414-A)** SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

INTERPRETATION

"**Contract**" means an agreement between the Purchaser and the Supplier which is constituted by an acceptance by the Supplier of each of these Purchase Order, the terms and conditions of which shall form a Contract under Contract Act 1950 and any other relevant statutory requirement;

"**Goods**" means the goods which are specified in the Purchase Order in accordance to the specifications, representations, samples and/or models (if any) expressed in the Purchase Order be supplied, and any variations to be agreed;

"**Services**" means services described in the Purchase Order and which are to be delivered by or on behalf of the Supplier under this contract (or any part of them);

"**Purchase Order**" means this Purchase Order issued by the Purchaser to order Goods and/or Services from the Supplier.

"**Specifications**" means the specifications and special requirements pertaining to the Goods and/or Services ordered from the Supplier as contained in the Purchase Order or as the Purchaser may have notified the Supplier in other written communication;

"**Supplier**" means the person or the company (and any of its employees, agents, independent contractors and sub-contractors) stated on the front page of the Purchase Order who undertake(s) to supply and deliver the Goods and/or Services;

"**Purchaser**" means **Ivory Success Sdn. Bhd**; and

"**Purchaser Representative**" means the person appointed by the Purchaser to act on its behalf.

"**Environmental Policy**" means the commitment of the Purchaser to minimise its impact on the environment through waste and emission reduction, energy efficiency, promoting sustainable practices both internally and amongst clients and Suppliers, and by meeting or exceeding all environmental legislation that relates to the Purchaser's operations.

TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS

1.1 A Purchase Order shall be irrevocably accepted by Supplier upon the earlier of: (1) Supplier's issuing any acceptance or acknowledgement of a Purchase Order; or (2) Supplier's delivery of Goods or Services called for by a Purchase Order in any manner.

1.2 In the event of a conflict between the terms found on the front page of the Purchase Order and the Purchase Order Terms and Condition herein, the terms found on the front page of the Purchase Order shall prevail.

1.3 This Purchase Order (including attached exhibits, schedules and annexes) shall control the purchase of the Goods and/or Services, and shall supersede all prior written and oral discussions, agreements and understanding of the parties, if any, relating to the Goods and/or Services, and no invoice, confirmation, acknowledgement, payment, other document or course of dealing or practice shall have any effect or modify this Purchase Order; provided, however, that if the parties have executed a separate written agreement governing the purchase and sale of the Goods and/or Services, then such separate agreement shall govern and this Purchase Order shall be effective only to show the quantity, model, date of order and request delivery date of the Goods and/or Services, except to the extent that such terms are contained in the separate agreement.

2. DELIVERY

2.1 Delivery of the Goods and/or Services shall be in accordance to the Purchaser's requirements as to quantity and of the Specifications and to be delivered at the date, time and place specified in the Purchase Order or upon advice from the Purchaser and Purchaser's Representative. The times for delivery of the Goods and/or Services to the Purchaser are of the essence to this Contract.

2.2 No additional charges shall be made by the Supplier for packing cases and material or for delivery to the specified place of delivery;

2.3 Each delivery shall be accompanied by a delivery advice note which must clearly show the quantities and the Goods and/or Services being delivered and the Purchaser's Purchase Order number.

3. INVOICES

3.1 Invoices must be dated and issued no earlier than the delivery date of each consignment of Goods and/or Services and must show any applicable trade or settlement discount, the Purchaser's Purchase Order number and the delivery advice note number. Should any of these items be absent from the Invoice, the Purchaser may withhold payment until these are supplied.

4. WARRANTIES

4.1 The Supplier guarantees to the Purchaser that all Goods and/or Services covered by this Purchase Order shall comply with the Specifications, samples, plans, or other descriptions provided by Purchaser. The Supplier warrants that all Goods and/or Services shall be of merchantable quality and fit for its purpose.

4.2 The Supplier agrees that the Purchaser and any Purchaser Representatives designated by the Purchaser, for itself and on behalf of the Purchaser shall be entitled to the advantages of all manufacturers' warranties, express or implied. The Supplier hereby assigns such warranties to the Purchaser and the Supplier shall ensure all steps are taken to ensure that these assignments are properly effected.

4.3 All warranties shall survive this Contract.

5. INSPECTION

5.1 In accordance with Section 5, within a reasonable period after delivery of the Goods and/or Services, the Purchaser shall carry out an inspection of the Goods and/or Services to determine their conformity with the Specifications. Thirty (30) days from the date of delivery or installation is deemed to be a reasonable period for the Purchaser to inspect the non-perishable Goods and/or Services and twenty-four (24) hours is deemed to be a reasonable period for perishable Goods unless otherwise specified by the Purchaser in the Purchase Order.

6. REJECTION AND REPLACEMENT

6.1 Without prejudice to or limitation to its statutory rights and any other rights herein, the Purchaser may, at any time as provided in Section 5.1 above, reject by notice (without liability to the Supplier) any Goods and/or Services which, in the reasonable opinion of the Purchaser, are not of satisfactory quality and/or fit for their purpose and/or in accordance with the Goods and/or Services' Specifications and/or the Purchase Order.

6.2 The Supplier shall remove rejected Goods and/or Services (perishable items within twenty four (24) hours or earlier) and (non perishable items within three (3) days) of receipt of the Purchaser's notice of rejection, failing which the Purchaser, may at its sole option and without being obligated to do so, deliver them to the Supplier, in either case at the Supplier's costs and risk.

6.3 Where such rejected Goods and/or Services form part of a series of consignments, nothing in these conditions shall prevent the Purchaser from accepting subsequent consignments if the Goods and/or Services within such subsequent consignments are acceptable to the Purchaser or the Purchaser's Representative.

6.4 The Purchaser shall have the absolute discretion whether to accept or reject in whole or in part any consignment of Goods and/or Services should the quantity be not in accordance to the Purchase Order.

7. TITLE AND RISK

7.1 Title in the Goods and/or Services will pass to the Purchaser upon payment to the Supplier, save where payment (either in whole or in part) is made for the Goods and/or Services prior to their delivery to the Purchaser, or where the Purchaser has supplied Goods and/or Services to be incorporated or installed on the Purchaser's properties, in which case title shall pass to the Purchaser upon delivery.

7.2 The Goods and/or Services shall be at the Supplier's risk until the Goods and/or Services are physically delivered to the Purchaser notwithstanding that payment may have already been and title

passed to the Purchaser and the Supplier shall be responsible for any loss or damage and for arranging and paying for their storage, handling and insurance.

8. PAYMENT

8.1 No invoices shall be processed for payment without a valid Purchase Order number and until the Purchaser has received and acknowledged the Goods and/or Services, has inspected them and has determined that they conform to Specifications and are to the Purchaser and/or the Purchaser's Representative's satisfaction.

8.2 Payment for the Goods and/or Services which are found satisfactory shall be paid within sixty (60) days of the date of the Goods and/or Services received unless otherwise stated on the Purchase Order.

9. STATUTORY AND OTHER REGULATIONS

9.1 The Supplier shall comply in all respects with the law of Malaysia and all applicable rules and regulations.

9.2 The Supplier shall ensure that the Goods are suitably packed and identified at the time of their delivery with reference to the hazards attached to them in accordance with statutory requirements.

9.3 The Supplier shall be solely responsible for any damage to any Goods and/or Services or loss of any Goods and/or Services which are caused by any improper or inadequate packing or markings or identification.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Supplier shall indemnify the Purchaser against loss, damage, costs and expenses for which the Purchaser is or may become liable as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.

11. INDEMNITY

11.1 The Supplier shall be liable to the Purchaser and shall indemnify and hold harmless the Purchaser, and any of the Purchaser's Representatives and all of their respective Directors, Officers, Employees and Agents (jointly "Goods and/or Services Indemnities") from and against all claims, liabilities, damages, losses, costs (including, without limitation, legal fees on a solicitor client basis) and expenses ("Claims") by any party including but not limited to the Purchaser's customers resulting from or relating to any breach of the terms of the Contract herein or non observance of any of the Specifications or other requirements or late delivery or inadequate delivery or any defects in the Goods and/or Services supplied or any negligent act, omission, recklessness or wilful misconduct of the Supplier or the Supplier's representative, agent or sub-contractor or anyone for whose acts the Supplier is liable.

11.2 For the purposes of this Contract, any person or dealer or sub-contractor or other supplier who have been engaged by the Supplier to fulfil any terms or obligations under this Contract shall be deemed to be an agent of the Supplier.

12. REMEDIES OF THE PARTIES

12.1 The Purchaser shall be entitled damages and for a full indemnity from the Supplier in the event the Supplier breaches any terms or conditions of this Contract.

12.2 The Supplier, having fulfilled all its obligations under this Contract, shall have a right to payment for the Goods and/or Services supplied to the Purchaser in accordance to the terms of this Contract,

12.3 No person other than those persons who are parties to this agreement; or their respective successors in title and/or assignees; shall have any rights to enforce any term of this contract, whether or not any such term expressly or impliedly purports to confer any benefit upon such person.

13. MISCELLANEOUS

13.1 No agreement or other understanding in any way modifying the Contract Documents shall be binding upon the Purchaser or the Purchaser's Representative, unless made or accepted by the Purchaser in writing. The Contract ensuing from the acceptance of this Purchase Order is to be governed by and construed in accordance with the laws of Malaysia.

14. SET-OFF

14.1 Without prejudice to the Purchaser's right and remedies, the Purchaser may deduct from any sums due to the Supplier under the contract on amount equivalent to any sum due from the Supplier to the Purchaser (whether such sums are due to the Purchaser under the contract, or any other agreement between the Supplier and the Purchaser)

15. ENVIRONMENT

15.1 The Supplier shall provide the Goods and/or Services in accordance with the Environmental Policy, principles and legislation. All packaging materials shall be consistent with the Environmental Policy, principles and legislation.

16. HEALTH AND SAFETY

16.1 The Supplier shall promptly notify the Purchaser of any health & safety hazards which may arise in connection with the performance of its obligations under this Contract.

16.2 While on the Purchaser's premises, the Supplier shall comply with all health and safety measures.

16.3 The Supplier shall notify the Purchaser immediately, should during its obligations under the Contract, an incident causes personal injury or damage to property.

17. COMPLIANCE WITH PERSONAL DATA PROTECTION LAWS

17.1 The Supplier undertakes that:

- a) It will take all appropriate and commercially reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks of any personal data which it receives and collects from Purchaser;
- b) It will comply with the Personal Data Protection Act 2010 (Malaysia) ("PDPA") and any applicable privacy and data protection laws which it is subject to;
- c) It will not sell, share or otherwise use or disclose any personal data collected from Purchaser without the prior written consent of Purchaser; and
- d) The personal data collected from Purchaser is available only to its employees who have a legitimate business need to access the personal data, who are bound by confidentiality obligations and who are aware of the Supplier's privacy and data protection obligations under the PDPA.

17.2 The Supplier hereby agrees and consents that its' personal data provided to the Purchaser, or obtained by the Purchaser, shall be processed by the Purchaser in accordance with the Purchaser's Privacy Notice ("Privacy Notice") as set out in www.bcck.com.my (subject to update by the Purchaser from time to time). If any personal data provided to the Purchaser does not belong to the Supplier but to its officer, representative or employee, the Supplier hereby warrant that such officer, representative or employee agrees and consents for his personal data to be processed by the Purchaser in accordance with the Purchaser's Privacy Notice.

17.3 In the event the Supplier breaches any of the foregoing provisions, the Supplier shall indemnify, defend and hold harmless Purchaser from and against any and all liabilities, fines, penalties, costs, damages, expenses, legal costs arising out of or in relation to any unauthorized use or disclosure of personal data collected from Purchaser and/or the Supplier's breach of the PDPA and any applicable privacy and data protection laws which it is subject to.

18. CODE OF CONDUCT FOR SUPPLIERS

18.1 The Supplier shall comply with the principles and requirements of the Purchaser's Supplier Code of Conduct as well as the Purchaser's Anti-Bribery and Corruption Policy & Guidelines, (together, hereinafter referred to as the "Code of Conduct", a copy of which are available on the BCK website, www.bcck.com.my accessible to the Supplier). The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its suppliers.

18.2 The Supplier shall inform the Purchaser immediately of any non-compliance with Section 18.1. Should the allegations of the Supplier's non-compliance with the above Section 18.1 or other claims which threaten to endanger the Purchaser's reputation become public, e.g. by way of media coverage, the Supplier shall provide a written statement, immediately upon the Purchaser's request, concerning the Supplier's non-compliance or the allegations made.

18.3 In addition to other rights and remedies the Purchaser may have, in the event of the Supplier's material or repeated failure to comply with Section 18.1, after providing the Supplier reasonable notice and a reasonable opportunity to remedy, the Purchaser may terminate the Contract and/or any Purchase Order issued hereunder without any liability whatsoever. Material failures include, but are not limited to, incidents of failure to ensure security in the supply chain, child labour, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements.

19. BRIBERY, CORRUPTION AND FRAUDULENT ACTS AND INDUCEMENT

19.1 Both Parties shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption and not engage in any activity, practice or conduct which would be considered as "Prohibited Act" for the purpose of this Contract. "Prohibited Act" means committing any offence under any applicable legislation which creates offences in respect of bribery, corruption and/or fraudulent acts. Parties agree to ensure that anyone employed by or acting on its behalf shall not commit, or procure third parties to commit, any Prohibited Act in relation to this Contract and promptly report to the other party of any requests for bribes by officials or business intermediaries in relation this Contract, as soon as it becomes aware of any such requests. Any Party shall have the right to terminate this Contract with immediate effect by written notice to the other if the other Party has been declared guilty for a breach of the anti-corruption, anti-corruption legislation or is found in breach of any of the terms set out in this clause.

19.2 Either Party shall not under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit, or other advantage to the other Party's employees, members of its board of directors, representatives and/or agents. Parties recognises that such practice is in violation of their respective policies, procurement ethics, and applicable laws and regulations and hereby warrants and undertakes not to utilize any such information or assistance offered by such persons or companies or allow the existence or the continuation of such practice for purposes of this Contract.

19.3 Supplier will not make any facilitating payment in any form to any government official on behalf of the Purchaser for the purpose of expediting or securing the performance of a routine, non-discretionary governmental duty or action.