

**General Purchasing Conditions for the Supply of Materials and Services (GPC) of all companies  
of the CARIMIN Group**

**Unless specifically stated otherwise in the Purchase Order document(s), the following clauses will form the general terms and conditions of the PURCHASE ORDER**

**1 DEFINITIONS** (i) Goods shall mean the Material(s), service(s), supplies of works as specified in this PURCHASE ORDER and any part thereof to be incorporated therein. (ii) The "SELLER" wherever mentioned herein shall include and not be limited to the Supplier and the Sub-Contractor. (iii) The "Buyer" shall mean the Company or its Appointed Contractor, who places the Purchase Order. (iv) The "Owner" shall mean the Buyer's client. (v) The "Company" shall mean CARIMIN Sdn Bhd and/or its affiliates and/or its subsidiaries.

**2 DELIVERY** The delivery of the GOODS must be acknowledged receipt signed and stamped by the BUYER's authorized personnel. The authorized personnel is the person named in the Purchase Order. Failure to ensure that this is done accordingly and the GOODS being released and signed by someone either the authorized personnel, the BUYER will not be responsible for claim (if any) that the SELLER may have against the company in future. The SELLER should notify the BUYER and the authorized personnel at least 2 working days in advance before delivery of the GOODS. The acknowledgement of receipt shall not waive SELLER of its obligation under the Purchaser Order to supply GOODS that meets the requirements and specifications.

**3 LATE DELIVERY** Time stipulated for delivery of the said GOODS shall be of essence of this PURCHASE ORDER. In the case of late delivery of the GOODS or part thereof without BUYER's prior approval the SELLER shall be liable to pay 1.0% of the value of the portion of the goods/services per day of delay up to maximum of 10% of the order value, or unless specified otherwise in the PURCHASE ORDER.

**4 PO VALIDITY** This Purchase Order shall be acknowledged within 24 hours from the order date and performed within the delivery date as stipulated in the Purchase Order or within any extended delivery period as confirmed in writing by BUYER, failing which this Purchase Order shall cease to have any effect whatsoever and shall be treated as null and void without prejudice to the rights of the parties herein stated. Every Purchase Order is valid when it is issued by the Company and it shall be verified and approved by the authorized personnel of the Company only.

**5 PRICE** The prices/rates shall remain firm and valid throughout the duration of the Purchase Order. Prices/rates shall not be subjected to change for any reasons. Whatsoever including, but not limited to, cost escalation, currency fluctuation or minimum order size/tonnage.

**6 INVOICING** SELLER shall submit its original invoice(s) and must attached the following supporting documents (where relevant): a. Copy of BUYER Purchase order/ service order/ rental order; b. Copy of approved timesheets for personnel involved; c. Copy of approved certificates of acceptance/ Delivery order; d. Copy of Progress Completion Certs or Acceptance Certs, complete with manhours report for works and services carried out by sub-contract. Failure by SELLER to submit the above documents will render the rejection of SELLER's invoice(s) automatically and the said invoice(s) will be deemed null and void by BUYER, no further action is required to be taken by BUYER to inform the SELLER of the said rejection. Invoice(s) must be addressed to the Finance Department for processing. In the event that the above-mentioned documents are incomplete, the SELLER will have to re-submit present dated invoice(s) together with the complete set of the above-mentioned documents to qualify for the processing of payments.

**7 PAYMENT TERMS** (i) For Lump Sum (LS) purchases, the payment terms shall be 45 days after receipt of correct and undisputed SELLER's invoice together with relevant supporting documentation (as per clause 6), unless otherwise stated. All payments under this Purchase Order shall be in Ringgit Malaysia (RM) or any other currency as agreed between the parties, as the case maybe. (ii) For Cost Plus (CP) arrangement, payment will be back to back with OWNER. BUYER will make payment to SELLER upon receiving payment from OWNER, subject to the processing time which will take between 10 – 14 working days.

**8 PERFORMANCE GUARANTEE** The SELLER guarantees that the supply shall meet the performance described in the order. Should the said performances not be met in whole or in part, the SELLER shall promptly proceed with any replacement, repair, change or adjustment necessary in order to meet the requirements of the order. Parts replacements may involve as much as the supply of new complete equipment conforming to the order.

In this respect, the SELLER's scope shall be jointly defined with BUYER. The SELLER shall bear all the costs incurred in connection with such operations, including the transportation expenses between its workshop and the place of destination of supply, as well as the cost of dismantling and reassembly of the supply, as far as the defects or malfunctions of the supply are attributable to the SELLER. Should the SELLER evidence to BUYER's satisfaction that the defects or malfunctions of the supply are attributable to the BUYER; the above costs shall be reimbursed by BUYER.

**9 WARRANTY** The SELLER warrants that goods supplied and incorporated into the supply and services are new, unused, comply with the specifications, free from defects in materials and workmanship, fit and suitable for the purpose for which they are intended for a period of twelve (12) months after the goods have been put into commercial operation or proper use ("Warranty period"). The SELLER scope of warranty shall cover all expenses to replace all goods found to be defective during the warranty period and all supply and services provided for making good any defective goods.

Any replacement for the defective goods during the warranty period shall be warranted under the same terms and conditions for a period of time as stipulated above or for another period of twelve (12) months from the date of replacement whichever is later. For work orders, in the event the SELLER failed to perform this work scope in accordance to the approved project schedule, the BUYER shall instruct the SELLER to increase the manning, tools and equipment and consumables at SELLER own cost.

SELLER warrants and guarantees that the supply and services will be performed in a professional manner in accordance with competent and sound engineering, craft and construction practices and with the requirements and conditions of this order and that the supply and services will be free from defects for a period minimum of twelve (12) months.

SELLER shall obtain from its sub-contractor, for assignment to BUYER, the best possible warranties and guarantees with respect to materials, goods and workmanship incorporated or installed into the order by the SELLER. In the event that the SELLER obtains more favorable warranties and guarantees from its sub-contractors than those in this article, such warranties and guarantees shall be assigned to the BUYER.

Upon the expiration of the Warranty Period, the SELLER undertake to make available to the BUYER the required technical support including the spare/replacement parts of the GOODS to ensure that the GOODS supplied is in working condition, functional and operational at all times.

**10 DESIGN WARRANTY (PROCESS / MECHANICAL)** SELLER shall provide a guarantee the goods supplied will function in compliance with the technical requirements of this CONTRACT and its referenced specifications, codes and standard. SELLER is fully responsible to ensure that the product specification meets therequered specifications.

Without prejudice to any other rights whether implied by statutes or otherwise which the BUYER may have, SELLER warrants that goods supplied under this order are new, unused, comply with the technical specifications, industry codes and standards, free from defects in materials, free from defects in workmanship, be of merchantable quality, fit and suitable for the purpose and use for which they are intended for a period of twelve (12) months after operational acceptance of the system. The above warranty excludes ordinary repairs, maintenance, spare parts and replacements that are normally made in the course of proper operations of the goods. SELLER shall warrant that the system shall comply with the inspection and testing procedure as stated in the Specifications. BUYER shall notify SELLER should the system fail to meet the criteria. SELLER shall, within fourteen (14) days upon notification by BUYER, submit to BUYER a detailed program indicating the measures to be taken to rectify the defects and the planned schedule to complete the rectification work. SELLER shall complete the rectification work as per BUYER's approved rectification schedule.

**11 EQUIPMENT WARRANTY** SELLER shall warrant that the Scope of Warranty Coverage shall include replacement of all materials found defective during the warranty period of twelve (12) months commencing from the operational acceptance of the system, at no cost to BUYER. SELLER also warrants that all technical supply and services provided for making good any defective goods during the warranty period shall be at SELLER's own cost. The scope of SELLER's warranty shall cover all expenses incurred in the repair, replacement, remedy and transportation of the defective goods at the mill, SELLER supply base or at Work Site. Notwithstanding anything contrary under this order, if the defects appear within the warranty period as described above, BUYER shall notify SELLER of the defects. At BUYER's option, BUYER may instruct SELLER to repair or replace or remedy the defective goods at no charge to BUYER. Without prejudice to BUYER's rights herein and in law, should SELLER fail to make good the defect or deficiency as required by BUYER, BUYER shall be entitled to have the defect or deficiency or part thereof, as the case may be, carried out by its own personnel or by other contractor appointed by BUYER. If the defect or deficiency or part thereof is work which SELLER should have carried out at SELLER's own cost, BUYER shall, be entitled to recover from SELLER the total cost to BUYER thereof or may deduct the same from any payment due or which may become due to SELLER and if there are no or insufficient moneys available, SELLER shall reimburse BUYER within thirty (30) days after invoicing for all such costs. In any event, SELLER shall guarantee the goods in the same term provided in the foregoing articles. SELLER shall, within fourteen (14) working days upon notification by BUYER of the defects, submit to BUYER a detail program indicating the measures to be taken to rectify the defects and the planned schedule to complete the rectification work. SELLER shall complete the rectification work as per BUYER's approved rectification schedule.

**12 INSPECTION** The SELLER shall ensure that BUYER has the opportunity to inspect the GOODS at any time, either at SELLER's premises or wherever the GOODS may be at that time. Neither such inspection nor failure of the BUYER to carry out such inspection shall relieve the SELLER of any obligation / or liability under this PURCHASE ORDER. Any BUYER's authorizations and approvals in connection with BUYER's inspections and witnessing of test by BUYER under clause shall not relieve SELLER of any of its responsibilities and warranty under the Purchase Order, nor shall they be deemed as an acceptance of GOODS or part thereof. The SELLER shall permit at its Work Sites and at the Work Sites of any of its sub-contractor, expediting and inspection surveillance as is considered necessary by the BUYER. BUYER or its Appointed Contractor shall have the right of access and audit all the SELLER's and its sub-contractor documents and records related to this order. Such right and documents and records shall remain in force and be retained for a period of not less than three (3) years after the expiry of this order or any termination thereof. BUYER or its Appointed Contractor shall have the right to inspect, witness tests and survey the quality of goods at SELLER's and its sub-contractor plants at any time during manufacture. SELLER is required to provide every facility for such right to BUYER or its appointed contractor. SELLER's sub-orders to its sub-contractors shall carry a note to this effect. SELLER's failure to instruct sub-contractors of the right to BUYER or its Appointed Contractor to make plant visit for quality assurance purposes at any time prior to delivery of the goods may result in rejection of the goods manufactured at its sub-contractors' plants. SELLER shall include in all orders to its sub-contractor those specifications included in this order, which govern the manufacturing or testing of goods produced by each sub-contractor. Such specifications, data or other technical description shall be available for review by BUYER or its Appointed Contractor at the sub-contractor facility. BUYER or its

Appointed Contractor shall be given seven (7) working days written notice prior to inspection points agreed upon. Where progressive inspection will be carried out during manufacturing, notification shall be given on the date when actual manufacturing or assembly starts in the shop. Inspection records shall be submitted in accordance with the Vendor Data requirement. Listed below are various stages of inspection that may be required to be carried out by BUYER or its Appointed Contractor for the purpose of quality assurance: (a) Material check (b) Dimensional check (c) Procedure/performance qualification check (d) Final packing check BUYER and/or its Appointed Contractor will carry out receiving inspection upon arrival of equipment and materials at site. In the event of equipment and materials failure, SELLER shall be requested to make good, repair and rectify the problems at SELLER's costs. NOTWITHSTANDING anything contained herein above, the BUYER shall be given seven (7) days cooling-off period from the date of acceptance of the GOODS by the BUYER to enable the BUYER and/or the OWNER to confirm that the GOODS supplied are in accordance with the specifications. During the said cooling-off period, upon inspection being conducted by the BUYER and/or the OWNER, the BUYER and/or the OWNER may, should the BUYER and/or the OWNER deems that the delivered GOODS does not comply with the required specifications, return the delivered GOODS back to the SUPPLIER at the BUYER's own cost to be replaced with another GOODS in accordance with the BUYER's and/or OWNER's specifications.

**13 EXPEDITING** BUYER or its Appointed Contractor shall have the right to visit SELLER's plants and those of sub-contractor for expediting purposes at any time prior to shipment of the goods. SELLER and its sub-contractor shall provide access to their works at all times to BUYER or its appointed contractor. SELLER's sub-orders must carry a note to this effect. SELLER shall submit a progress report prior to start of manufacturing and thereafter on a weekly basis, in sufficient detail to allow a realistic evaluation of all phases of progress towards order completion. This report shall contain a detailed status of engineering, procurement, manufacturing, inspection and testing, final assembly and delivery. This report shall also be accompanied by an updated sub-order status, problem areas and measures taken by SELLER to resolve problems. The progress report shall be submitted irrespective of any expediting and inspection visits made by BUYER or its appointed contractor. Expediting of this order and SELLER's sub-orders by BUYER or its Appointed Contractor does not relieve SELLER and its sub-contractor from their responsibilities to ensure that all sub-orders are delivered to SELLER's work site or plant by the due date.

**14 DATA REQUIREMENT & SUBMITTAL** Drawings and vendor data are to be submitted in strict compliance with the specification. If for any reason, the transmission of drawings and vendor data are delayed, BUYER is to be informed immediately in writing, giving reason for such delay. All drawings and vendor data shall be delivered to BUYER by hand or through courier service. All preliminary, intermediate and final drawings and vendor data to be furnished shall be subject to expediting by BUYER or its Appointed Contractor. Regarding all figures, drawings, models, samples, calculations, design drawings and other documents which have been made available or paid by BUYER for the performance of the order, his property and/or copyright and/or other industrial rights shall be reserved, said documents shall only be used for work required for the performance of the order and, without the express written approval of BUYER, shall neither be reproduced nor disclosed to third parties. On execution of the order they shall be returned to BUYER without special request and free of charge. SELLER shall be liable to BUYER for any damage caused by culpable contravention.

**15 RESPONSIBILITY FOR TECHNICAL DATA** The BUYER approval of drawings, calculations and other documents shall not affect the sole responsibility of SELLER for the goods/services sold. This shall also be applicable to proposals, recommendations and other contributions by BUYER

**16 PROCUREMENT OF EQUIPMENT, MATERIALS & SERVICES IN MALAYSIA** To the extent that it is technically and economically practicable, the SELLER procure all equipment, materials and supply and services for the performance of this order directly from companies in the PETRONAS Vendor Development Program (VDP) or Restricted Category (RC) and from Malaysian contractors and manufacturer licensed and registered by PETRONAS. The SUPPLIER shall make use of supply and services and research facilities which are rendered by Malaysians or firms or companies incorporated or licensed in Malaysia.

**17 COPYRIGHTS** SELLER grants to BUYER a non exclusive, royalty free, transferable, irrevocable license under patents now or hereafter owned by SELLER to use and sell the Specific Items purchased herein. SELLER shall protect, indemnify and hold harmless BUYER against all liability, loss or litigation in respect of any alleged or actual infringement of any patent, copyright or trademarks, foreign or domestic, resultant from the use or resale of the GOODS. Ownership to the copyrights, patents, trademarks shall pass to the buyer upon full payment.

**18 LICENSE & PERMIT** If execution of this PURCHASE ORDER requires any license or permit to be issued in the country of shipment and/or origin, this PURCHASE ORDER shall be conditional upon such license or permit being available at the relevant time.

**19 LIENS AND CLAIMS** SELLER shall hold harmless and indemnify BUYER from and against all liens, attachments, charges or claims by any person or company for all materials, equipment and machinery supplied in connection with or arising out of this PURCHASE ORDER.

**20 GOVERNING LAW & ARBITRATION** All disputes or disagreement arising from these terms and conditions may be referred to arbitration following the ICC Rules of Arbitration in Malaysia or to any Courts of competent jurisdiction in Malaysia. The proceedings shall be conducted at Kuala Lumpur, Malaysia. The Governing Law shall be the Law of Malaysia.

**21 ANTI CORRUPTION** The SELLER and its sub-contractor shall not violate, breach or act in any matter which is inconsistent with any provision under the Malaysia Anti-Corruption Commission Act 2009 (Act 964).

**22 INSURANCE** The SELLER shall at its own cost and diligence, effect and maintain appropriate, adequate and applicable insurance policies as required by law, to protect against any and/or risks associated with these supply and services/ materials. A copy of these applicable and valid insurance policies is to be submitted prior to any mobilization of workforce and/or equipment, tools and material.

**23 VARIATION ORDERS** No extra work or change under this PURCHASER ORDER will be recognized or paid for unless agreed to in writing by BUYER before the work is done or the changes made. Any approved extra work or change shall require an approved revision to the original Purchaser Order to the SELLER.

**24 ASSIGNMENT** This PURCHASE ORDER shall not be assigned without first obtaining permission in writing from the BUYER.

**25 WITHHOLDING TAX** The BUYER shall reserve the right to deduct the payment of a certain sum for withholding tax, wherever applicable.

**26 PERFORMANCE BOND** The SELLER shall furnish within fourteen (14) working days from acceptance of the PURCHASE ORDER a Performance Bond for 10% of PURCHASE ORDER Value by way of a Bank Guarantee from a Bank of the BUYER's choice for a period up to 12 months after actual Delivery date as security for the due performance unless stated otherwise. The BUYER shall reserve the right to retain an equivalent in money from payment to SELLER'S for its failure to provide this Performance Bond.

**27 FORCE MAJEURE** It shall include but not be limited to Acts of God, wars, rebellion, insurrection, acts of terrorists, acts of government (including legislative bodies), strike, boycotts, lockouts or other labour disturbances, or any other similar matters beyond the control of or which could not have reasonably foreseen and/or avoided by the party affected.

**28 CANCELLATION / TERM FOR DEFAULT** BUYER shall have the right to cancel Purchase Order or part thereof by written notice to SELLER if: -

i) SELLER fails to comply with the terms and conditions of the Purchaser Order and does not initiate to remedy such failure and/or prosecute with diligence and remedial action thereafter within 7 days after written notification from BUYER of the subject of the default and specifying BUYER'S intention to cancel Purchaser Order totality of partially; or  
ii) Any authority having jurisdiction takes or institutes any action or proceedings for the dissolution or liquidation of SELLER or for the suspension of its operations; or iii) SELLER is wound up or becomes insolvent or enter into a scheme of arrangement with its creditor to settle its debts or rearranging its financial structures or admits in writing its inability to pay its debts as they fall due; or iv) A receiver or manager is appointed for the benefit of debenture holders or other creditors of SELLER.

**29 TAXES AND DUTIES** The SELLER will be responsible, if applicable, for the payment of any taxes, duties, assessments, royalties or other charges due in the country and imposed by any government authority, to which SELLER, its representatives and personnel may become legally liable whilst at job site as BUYER or Owner's premises for the purpose of the Purchaser Order or SELLER become liable for importation of any materials parts or components arising out of the Purchase Order, unless otherwise specified in case of tax exemption or withholding is applicable.

**30 SERVICE OF LEGAL PROCESS** Any service of legal process such as notices, correspondences and/or demands including any Writ of Summons by either party shall be in writing and can be delivered personally or sent by prepaid registered post addressed to the intended recipient thereof at their respective addresses and each party shall from time to time, inform the other party of any changes in their address. Any such notices, correspondences and/or demands including any Writ of Summons and service of legal process shall be deemed to have been duly served (if made by personal service) immediately or (if made by prepaid registered post) three (3) days upon posting, and in proving the same, proof of posting shall be sufficient.

**31 GOOD AND SERVICE TAX (GST)** All billings shall address the requirement of GST. All invoices shall address the value of goods and services on one part and the GST percentage of 6% on the second part. The total costs shall be billed to the COMPANY.

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For more info: kindly refer to our website: <http://www.carimin.com/download.html>