

Bahru Stainless Purchase Order ("PO") General Terms and Conditions of Purchase

1. THE TERM "Purchaser" as hereinafter used means Bahru Stainless Sdn Bhd, and the term "Seller" means the person, firm or company from whom the merchandise or goods described has been ordered.
2. This form deemed as a part of integral of the PO, bearing an order number, is the only form which will be recognized by Purchaser as authority for recognizing and charging merchandise or goods to its account.
3. The quantity of merchandise or goods delivered by Seller to Purchaser shall not be greater than the amount specified in the PO unless an additional amount is first ordered by Purchasing in writing.
4. Unless otherwise specified on the reverse side hereof, Seller shall properly packed all merchandise or goods in suitable packaging or containers to ensure safe transportation and handling. Each packaging or container must be labelled and marked clearly to identify contents, and all boxes and packages must contain complete packing sheets listing the contents, Purchaser PO number, the type of merchandise or goods, the Seller's name; the country of origin, as well as Purchaser part number(s), must appear on all shipping packing sheets, delivery tickets and bills of lading.
5. Seller warrants that delivery and transportation costs which was included in the Purchase Price will not exceed actual transportation costs paid by Seller. If this PO calls for payment of any transportation costs by Purchaser, Purchaser shall in no event be liable or accountable for any amount in excess of the actual cost of transportation. Seller shall be accountable for any additional or excess transportation cost arising from Seller's failure to make delivery to the agreeable point or failure to follow shipping instruction specified on this PO.
6. If the merchandise or goods covered by this order is standard stock merchandise or goods, the Purchaser, at its absolute option, may cancel at any time any non-shipped portion of this PO without being liable there under, save and except to make payment to the seller, subject to other applicable terms hereof for the merchandise or goods actually shipped or delivered to Purchaser prior to such cancellation.
7. All merchandise or goods hereby ordered is subject to inspection and testing by Purchaser within a reasonable time after arrival at the ultimate destination. If upon inspection or testing merchandise is found to be unsatisfactory, defective, inferior quality or poor workmanship, failing to meet and guarantees or operation or other specifications contained herein or any other requirements of this PO, then without prejudice to any of the rights or remedies herein, Purchaser may return the merchandise or goods any part thereof to Seller, and all amounts therefore paid by Purchaser to Seller on account of the Purchase Price of such refunded merchandise or goods, together with any cost incurred by Purchaser in connection with original delivery or return of such merchandise or goods, shall be refunded to Purchaser by Seller within 14 days from Purchaser demand. Neither the inspection nor acceptance of merchandise or goods shall release the Seller from any of the warranties, guarantee or other provisions of the PO. Purchaser reserves the right even after Purchaser has paid for and accepted said merchandise or goods, to make a claim against Seller on the account of any merchandise or goods hereby ordered which does not prove to be satisfactory or is defective or poor workmanship.
8. The Seller warrants that all equipment, materials and supplies (hereinafter called "Equipment") furnished under this PO against defects in material and workmanship; and where design is the responsibility of the Seller, the Seller warrants against failures to perform in accordance with the requirements of this PO and applicable specifications. This warranty shall apply throughout the first year of operation of Equipment by Purchaser. Should any part of Equipment fail to function or do not meet the required performance as specified above, Seller shall immediately upon receipt of notification from Purchaser, make changes, corrections and/or additions or authorize Purchaser to make such changes, corrections or additions as Purchaser deems necessary to fulfil the seller's performance requirements of specifications and/or correct all such defects. These changes/additions, including the removing and replacing of all parts required for the correction, shall be made at the Seller's own expense and without any costs or charges to Purchaser.

9. Intellectual Property – Unless the product furnished hereunder are of Purchaser's design, the Seller warrants and represents that said product and their sale or use, alone or in combination, will not infringe any Malaysia Law or foreign patents or copyrights and seller agrees to defend, protect and save harmless. The Purchaser, its successors, assigns, customers and users of the said products, against all proceedings, and from all cost, damages, claims and demands resulting from any actual or alleged infringement involving the said products furnished hereunder.
10. Unless otherwise specified on the PO, the Seller shall assume and pay any and all loss or damage to the merchandise or goods from any cause whatsoever until delivered to Purchaser at DDU, DDP or DAP point (Incoterm 2010). Upon delivery of such merchandise or goods to Purchaser at the delivery point, any loss or damage to such merchandise or goods thereafter occurring shall be borne by Purchaser.
11. The Purchase Price paid by Purchaser for the merchandise or goods shall be stated clearly on the PO. Payment terms shall be ninety (90) days from Purchaser receipt of the merchandise and goods and receipt of original commercial invoice, delivery order, packing slip, and or Bill of Lading, by Purchaser's Accounting Department. Unless otherwise specified on the PO. Seller's invoices must list Purchaser part number(s) and PO. Unless otherwise specified expressly on the PO, the Purchase Price of the merchandise or goods shall be deemed to include all shipping charges, taxes, VAT, GST, duties, withholding taxes and packaging costs.
12. Seller expressly warrants that all merchandise delivered or service provided pursuant to this order shall have been produced, sold and delivered to Purchaser in compliance with all applicable laws regulations and that the Purchase Price quoted therefore are not in excess of any applicable price established by any law or governmental regulation.
13. Purchaser may, by a PO amendment or written notice issued to Seller, change (a) the method of shipment or packing, (b) the drawing, designs, or specifications, (c) the place of delivery, or (d) the shipment date. Seller shall promptly inform the Purchaser of any modifications to the to the delivery schedule necessitated by the Purchaser's changes. Within 2 days from receipt of the Purchaser's PO amendment, Seller shall notify Purchaser in writing of any increase or decrease in the cost of performance caused by the Purchaser's PO amendment and provide supporting documentation.
14. Seller shall at all times comply with packaging regulations of Malaysia or any destination countries including, but not limited to, ISPM 15 "Requirements of Wood Packaging Materials."
15. Seller expressly warrants that, unless otherwise specifically agreed by Purchaser, all merchandise or goods shall comply with all applicable hazardous substance content regulations including, but not limited to, the EU Directive 2002/95/EC ("ROHS"), Montreal Protocol for Ozone Depleting Substances and prohibited substances, Asbestos, Polychlorinated biphenyls (PCBs). The Seller shall deliver to the Purchaser a certificate of compliance for such regulations prior to initiation of product shipments.
16. Seller shall comply with all applicable laws concerning the manufacture and distribution of merchandise or goods, and shall ensure that its activities in performance of this agreement shall not cause Purchaser to be in violation of any laws, including without limitation import or export laws, security requirements, materials content, packaging regulations, Social Responsibility code of conduct requirements and environmental regulations of the country (Malaysia) in which Purchaser conducts business.
17. The Seller accepts that time is of the essence hereof. In accepting this PO or making any deliveries hereunder, Seller agrees to all the terms and conditions stated on this PO form and agree to perform this PO and make deliveries hereunder as required hereby. This PO, together with any written documents which may be attached hereto and/or incorporated by specific reference, constitute the entire agreement between the Purchaser and the Seller and supersedes all prior communications between the parties, either oral or written. All such prior communications are hereby abrogated and withdrawn, and stipulations, representations or agreements by Purchaser or any of its officers, or employees shall not be binding on the Purchaser unless it is reduced to writing and signed by the Purchaser authorised officer and attached to or

incorporated in the PO by reference as above provided and no local, general or trade custom shall alter or vary the terms hereof.

18. Any additional terms and conditions to this agreement may be added by way of a written document or letter duly signed by both parties. Any amendment or deletion of any of the terms and conditions in this agreement shall only be valid and binding, if it is reduced in writing and signed by both parties.