



# **PURCHASE ORDER TERMS AND CONDITIONS GOODS AND SERVICES**

**NORTHPORT (MALAYSIA) BHD**

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## 1.0 DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Agreement, unless inconsistent with the context or expressly otherwise defined, the following words shall have the following meaning as ascribed below:-

**“Agreement”** : means this Purchase Order Terms and Conditions – Goods and Services including any variation, amendments, substitution and/or modification thereto;

**“Appropriate Authority”** : includes any one or more of the following:-

(a) any governmental or quasi-governmental agency, office, department, authority or municipality in any jurisdiction, whether national, federal, regional, state, provincial, territorial or local such as the Royal Malaysian Customs Department;

(b) any self-regulatory organisation established under any statute such as the Port Klang Authority; and

(c) any court of law, minister or any government-appointed commission or delegate.

**“Business Day”** : means any day on which financial institutions in the State of Selangor operates, except Saturday, Sunday or any day which is a public holiday;

**“Dangerous Goods”** : means solids, liquids, or gases that can harm people, other living organisms, property, or the environment and includes Hazardous Materials;

**“Delivery Address”** : means the place or address for delivery of the Goods as stated in the Purchase Order;

**“Delivery Due Date”** : means the agreed date of delivery of the Goods at the Delivery Address as stated in the Purchase Order;

**“Delivery Order”** : means the document accompanying the shipment of Goods which details the Purchase Order numbers, description of Goods and the quantity of Goods delivered;

<b>“Goods”</b>	: means the goods, items, parts, components and/or equipment as stated in the Purchase Order;
<b>“Force Majeure Event”</b>	: means an event not within the control of either of the Parties and which it is unable to prevent or avoid and shall mean act of war, act of terrorism (whether declared or otherwise), armed conflict, invasion or act of foreign enemies, insurrection, rebellion, revolution, civil war, government intervention, quarantine as may be imposed by the Government of Malaysia, epidemic or pandemic as may be declared by the Government of Malaysia, earthquakes, floods, fires, natural catastrophes or disasters;
<b>“Hazardous Materials”</b>	: means a substance or material that has been determined is capable of posing an unreasonable risk to health, safety, environment and facilities/property and includes hazardous wastes, marine pollutants;
<b>“LAD”</b>	: means the Liquidated and Ascertained Damages as may be imposed under Clause 15 hereof;
<b>“Other Agreement”</b>	: means any other letter of offer, letter of award and/or other agreements as may be entered into between Northport and the Supplier which governs the delivery and supply of Goods and/or Services to Northport;
<b>“Parties”</b>	: collectively refers to Northport and the Supplier. Northport and the Supplier may be referred to individually as <b>“Party”</b> .
<b>“Procurement Department”</b>	: means the Procurement Department of Northport, and includes any such officer attached therein;
<b>“Purchase Order”</b>	: means the document issued by Northport to the Supplier for the supply of Goods, subject to the terms and conditions of this Agreement;
<b>“RFQ Form”</b>	: means the Request for Quotation document(s) that Northport submits to one (1) or more potential Supplier eliciting quotations for any Goods or Services in favour of Northport;

<b>“Services”</b>	: means the services to be rendered as stated in the Purchase Order;
<b>“Supplier”</b>	: means the party that supplies goods and/or services to Northport, subject to the terms and conditions of this Agreement;
<b>“Taxation”</b>	: means all forms of taxes and taxation whether of Malaysia or elsewhere in the world, past, present and future (including, without limitation, capital gains tax, income tax, estate duty, profits tax, stamp duty, sales and services tax, value added tax, purchase tax, custom and other import or export duties) and all other statutory, governmental or state impositions, duties and levies and all penalties, charges, costs and interest which is assessed, levied, imposed or collected by the inland revenue authority of Malaysia or other revenue statutory or governmental authority, body or official whosoever (whether of Malaysia or elsewhere in the world);
<b>“Transport Insurance”</b>	: means an insurance for the Goods in transport which covers against risks of loss or damage to the insured Goods whilst in transit;
<b>“Work Orders”</b>	: has the meaning ascribed to it in Clause 3.3(b) of this Agreement;

## 1.2 Interpretations

In this Agreement, unless inconsistent with the context or expressly stated otherwise:-

- (a) expressions in the singular shall include the plural, and in the masculine, shall include the feminine and vice versa and references to persons shall include corporations and vice versa;
- (b) references to clauses are references to clauses to this Agreement;
- (c) the headings used in this Agreement are inserted for convenience only and shall not be taken to be read and construed as essential parts of this Agreement nor shall they affect its construction and interpretation;
- (d) the doctrine of contra-proferentum shall have no application in this Agreement;

- (e) where the Other Agreement expires and the same has yet to renewed or extended, this Agreement shall apply automatically unless expressly stated otherwise;
- (f) in the event of any inconsistency, difference and/or conflict between the provisions of this Agreement and the provisions of the Purchase Order, the provisions of this Agreement shall prevail only to the extent of such inconsistency, differences and/or conflict; and
- (g) in the event of any inconsistency, difference and/or conflict between the provisions of this Agreement and the provisions of the Other Agreement, the provisions of the Other Agreement shall prevail only to the extent of such inconsistency, differences and/or conflict.

## **2.0 ACCEPTANCE OF THIS AGREEMENT**

- 2.1 The Supplier agrees to be bound by and accepts the terms and conditions of this Agreement upon signing and submitting the RFQ Form to Northport. Every RFQ Form shall be deemed received by Northport upon actual receipt by the Procurement Department if delivered by hand or, if delivered by courier service, upon the actual delivery by the courier service to the Procurement Department or, if delivered by facsimile, upon transmittal in legible form by facsimile machine or, if delivered by electronic mail, at the time of actual delivery by the electronic mail.
- 2.2 Northport expressly rejects any additional or different terms, conditions, specifications proposed or modified by the Supplier whether stated in the Supplier's form of acknowledgement to the Purchase Order or elsewhere, except as expressly agreed upon in writing by both Parties.

## **3.0 SUPPLY AND DELIVERY OF GOODS AND SERVICES**

- 3.1 The Supplier shall comply strictly with the time line or schedule or the terms of the Purchase Order as may be imposed by Northport and complete the delivery of every Goods and/or Services in time, failing which Northport shall be entitled to imposed LAD against the Supplier under Clause 15 hereof.
- 3.2 In respect of the Supplier's delivery of Goods to Northport:-
  - (a) the Supplier shall deliver the Goods to the Delivery Address before the expiry of the Delivery Due Date as may be specified in the RFQ Form;
  - (b) unless otherwise agreed in writing by the Parties, the Supplier shall deliver the Goods to the Delivery Address free of carriage and handling charges or any of its kind;

- (c) all Goods shall be properly and securely packed, marked, loaded and transported. For avoidance of doubt, the Supplier shall assume all risks of losses and damages to the Goods during transit;
- (d) all Goods shall be accompanied by a delivery docket detailing the Goods, all relevant manufacturer's or supplier's instructions concerning the use of the Goods as well as all relevant manufacturer's or supplier's warranties in respect of the Goods;
- (e) Northport shall only pay for the quantity of Goods as stated in the Purchase Order and no other;
- (f) all Goods shall only be deemed to be duly delivered at the Delivery Address upon satisfaction of the conditions stated in Clause 4 below.

3.3 In respect of the Supplier's delivery of Services to Northport:-

- (a) the Supplier shall provide and carry out all works in accordance with and as described in the Other Agreement;
- (b) however, in the absence of any Other Agreement concerning the services rendered by the Supplier to Northport, Northport may issue to the Supplier from time to time work orders which set out the extent, nature and scope of works required at that particular time including but not limited to instructions, specifications and precise works to be performed ("**Work Orders**");
- (c) the Supplier shall observe and comply with such Work Orders from the designated officer of Northport or such other person as Northport may notify the Supplier from time to time.

4.0 **ACCEPTANCE OF GOODS**

- 4.1 Northport may require the Supplier to provide evidence to Northport's satisfaction that the Goods, i.e. quantity, specifications and/or pricing, are in accordance with the Purchase Order and/or the delivery thereof having been made in accordance with this Agreement. The Supplier shall provide such evidence to Northport within the time prescribed or, if no due date is prescribed, as soon as reasonably practicable.
- 4.2 All Goods shall be subject to Northport's inspection and acceptance, but such inspection and acceptance shall not relieve the Supplier from any obligations, including but not limited to making good of any defects, or liability, including but not limited to latent defects or misrepresentations, arising from and/or relating to this Agreement.

- 4.3 Northport reserves its rights to reject any Goods for any default or defects (including latent defects) revealed by inspection, analysis or subsequent manufacturing operations even though such Goods may have been accepted by Northport pursuant to this Clause 4.
- 4.4 In the event Northport exercises its right under Clause 4.3, the Supplier shall remedy, repair and make good of all breaches and defects of which a written notice shall be given to the Supplier and the Supplier shall be liable to remedy, repair and make good of all such breaches and defects within fourteen (14) days from the date of receipt of the written notice or any extended period as may be agreed upon by Northport in writing.
- 4.5 If any subsequent inspection reveals any deficiency in the quantity of Goods supplied to Northport, the Supplier shall make good the deficiency within fourteen (14) days from the date of such inspection, failing which Northport shall be entitled to impose LAD against the Supplier pursuant to Clause 15 hereof.

#### 5.0 **REJECTION OF GOODS**

- 5.1 Notwithstanding clause 4 above, Northport may at any time reject the Goods, either wholly or partially, if it is reasonably determined that:-
- (a) the Goods are different from or do not comply with the Purchase Order;
  - (b) the Goods are considered unusable due to the negligence, fault and/or mistake of the Supplier and/or its employees, agents, contractors and/or representatives;
  - (c) the Supplier has breached any term of this Agreement;
  - (d) the Goods delivered at the Delivery Address are in excess of the quantity of Goods stated in the Purchase Order.
- 5.2 If the Goods are rejected wholly, all sum paid by Northport to the Supplier for such Goods shall be promptly returned without interest, penalty, expenses, deductions or Taxation and the Purchase Order shall be treated as null and void from the beginning. If the Goods are rejected partially, the sum for the rejected Goods shall be promptly returned without interest, penalty, expenses, deductions or Taxation and the Purchase Order shall be continue in full force only to the extent of such Goods being accepted by Northport.
- 5.3 The Supplier shall at its own costs and expenses dispose the rejected Goods from Northport's premises within fourteen (14) days' prior written notice.
- 5.4 If the Supplier fails, neglects and/or refuses to dispose the rejected Goods within the stipulated period, the Supplier shall be treated to have abandoned any rights, titles and



interests to the rejected Goods and Northport shall be entitled to return and/or dispose the rejected Goods entirely at the Supplier's costs and expenses.

## 6.0 TERMS OF PAYMENT

- 6.1 The price stated in the Purchase Order shall be inclusive of all costs and expenses of the Supplier whether foreseen or unforeseen and the Supplier shall not claim against Northport any additional costs and expenses not stated in the Purchase Order.
- 6.2 The completion of the delivery of the Goods must be satisfactory to Northport and in accordance with the provisions of this Agreement before the Supplier may issue its invoice.
- 6.3 Northport shall make payment on each undisputed invoice within 45 days from the date of receipt of the original undisputed invoice for the delivery of Goods which have been completed pursuant to Clause 4 above. In this context, the term "**undisputed invoice**" shall mean that the final sum, the Purchase Order and/or the Goods including specifications, quantity and/or receipt thereof is not challenged in any manner whatsoever.
- 6.4 Any payment made by Northport shall not be construed as an admission or acknowledgement that the Goods have been supplied in accordance with this Agreement but is a payment on account only.
- 6.5 Northport shall notify the Supplier in the Delivery Order of any LAD being imposed pursuant to Clause 15 hereof. The Supplier shall provide in its invoice(s) the sum payable by Northport upon having deducted with the LAD sum (if any) before Northport may process the invoice(s). For the purpose of this clause, if the Supplier's invoice(s) does not reflect the LAD sum (if any) having been deducted with the sum payable by Northport, the said invoice(s) shall be treated as disputed.
- 6.6 Northport is entitled to withhold payment, either in whole or in part, where:-
- (a) an invoice is disputed due to any difference, discrepancy and/or conflict with regard to the Goods until such difference, discrepancy and/or conflict is resolved; or
  - (b) Northport had imposed LAD against the Supplier pursuant to Clause 15 of this Agreement and such LAD sum remains unpaid.

## 7.0 ROUTING OF GOODS AND CUSTOMS CLEARANCE

- 7.1 The Supplier shall strictly follow the instructions attached the Purchase Order for the dispatch, routing or re-routing and customs clearance of the Goods. The Supplier shall fully and solely assume responsibility, risks and consequences arising from or in connection with the dispatch,

routing or re-routing and customs clearance of the Goods until the completion of delivery at the Delivery Address.

- 7.2 The Supplier shall be responsible for providing and ensuring the suitable and appropriate mode of transportation of the Goods to the Delivery Address. Charges for any additional services relating to the transportation of the Goods of any kind shall be borne solely by the Supplier.
- 7.3 Whenever Transport Insurance is required, the Supplier shall take out a Transport Insurance policy which shall sufficiently and adequately covers all risks against loss and/or damage of the Goods during transportation until the unloading of the Goods at the Delivery Address.
- 7.4 Upon request either by Northport or any Appropriate Authority, the Supplier shall promptly provide a statement of origin in respect of the Goods and any applicable customs documentations (if any) for Goods which are wholly or partially manufactured outside of Malaysia.

#### **8.0 ALTERATIONS, ADDITIONS OR VARIATIONS**

- 8.1 Northport reserves the right to alter, add and/or vary the Purchase Order in whole or in part at any time and for any reason whatsoever by a written notice to the Supplier. There shall be no charges incurred by Northport for cancelling any order for Goods under this Agreement.
- 8.2 NMB shall have the right to make any changes, additions or alterations in the items, quantities, Delivery Address, specifications, drawings, designs or delivery schedules of the Goods. The parties shall in good faith undertake to negotiate an appropriate adjustment in price and terms where the Seller's direct costs are materially affected by such changes.

#### **9.0 HAZARDOUS MATERIALS AND DANGEROUS GOODS**

- 9.1 The Supplier must transport and store all Hazardous Materials and Dangerous Goods in accordance with all applicable laws, regulations, directive, circulars, guidelines and rules as set out by the Appropriate Authorities.
- 9.2 The Supplier must provide Northport with the relevant materials safety data sheet (“**MSDS**”) for all chemicals, chemical substances and other Hazardous Materials and Dangerous Goods. No Hazardous Materials and Dangerous Goods may be delivered at the Delivery Address or anywhere within Northport’s premises until the relevant MSDS has been provided to Northport.

## **10.0 WARRANTY PERIOD**

- 10.1 Throughout the Warranty Period, Northport may notify the Supplier in writing if the Goods are found to be defective and/or not in conformity with the specifications thereof. Within five (5) Business Days from the receipt of such written notice from Northport, the Supplier shall remedy such defect at its costs and expenses by either repairing or replacing the Goods.
- 10.2 The Supplier must procure and make available to Northport the benefit of any manufacturer's warranty in respect of the Goods (if any).

## **11.0 SUPPLIER'S WARRANTIES**

- 11.1 The Supplier warrants to Northport that the following warranties and representations are true and accurate and not misleading in all material respects as of the date of this Agreement and will continue to be so up to and including the completion of delivery of the Goods:-
- (a) it has the right to sell and transfer unencumbered title to the Goods to Northport;
  - (b) the Goods shall be new, free from defects and of merchantable quality when delivered to Northport and will be fit for its purpose, or if no purpose is stated, the purpose for which the Goods would ordinarily be used and will conform to the description, model number and the sample (if any) provided by the Supplier;
  - (c) the Goods and the delivery thereof shall comply with all applicable laws;
  - (d) it will pay all Taxation arising from or in connection with the Goods under this Agreement;
  - (e) it will effect and maintain all relevant insurances in relation to the supply of Goods (if any) throughout this Agreement; and
  - (f) it is not insolvent and is able to pay its debt when it falls due.
- 11.2 The Supplier acknowledges that Northport has relied upon such warranties and representations prior to entering into this Agreement.

## **12.0 SUPPLIER'S OBLIGATIONS**

The Supplier must, in carrying out the performance of this Agreement, comply with the following:-

- (a) all applicable laws, including but not limited to:-

- (i) those in relation to the transport and storage of hazardous materials; and
  - (ii) anti-bribery and corruption and anti-money laundering laws; and
- (b) all Northport's policies, guidelines, circulars and procedures.

### **13.0 DELAY**

The Supplier shall comply strictly with the time line or schedule as may be required by Northport in the Purchase Order and complete the delivery of the Goods before the expiry of the Delivery Due Date, failing which Northport reserves the right to appoint a third party vendor to deliver another similar Goods under Clause 20 of hereof, at the risk and cost of the Supplier.

### **14.0 EXTENSION OF TIME**

14.1 Upon it becoming reasonably apparent that the delivery of the Goods may be delayed, the Supplier shall forthwith give written notice to Northport of the causes of such delay and, if necessary, an extension of time prior to the Delivery Due Date.

14.2 It shall be a condition precedent to any extension of time by Northport under this Agreement, that in respect of each and every delay, the Contractor shall in such notice or otherwise in writing as soon as possible notify Northport:-

- (a) any factors and the relevant Agreement provision which the Supplier considers may entitle him to an extension of time;
- (b) the reasons why delay has occurred or is likely to result;
- (c) an estimate of the period by which the delivery of the Goods are or is likely to be delayed; and
- (d) details of the steps the Supplier proposes to take to avoid or reduce the delay or likely period of delay.

14.3 Without prejudice to any other grounds which do not entitle the Supplier to an extension of time, the Supplier shall not be entitled to an extension of time:-

- (a) for delays resulting from weather conditions;
- (b) for delays resulting from any mistake, fault, negligence and/or delay of the Supplier;

- (c) in respect of any cause of delay nor for any period of delay which by the exercise of its best endeavours could be avoided or reduced (to the extent that such could have been reduced).

14.4 The onus of proving that the Supplier has exercised its best endeavours, and that despite such endeavours, the delay could not be avoided or reduced, shall in all cases rest with the Supplier in this respect.

#### 15.0 **LIQUIDATED AND ASCERTAINED DAMAGES**

If the Supplier fails to deliver the Goods at the Delivery Address before the expiry of the Delivery Due Date, the Supplier shall be liable to LAD of 1% per day up to a maximum LAD of 10% of the Purchase Order value of the undelivered Goods.

#### 16.0 **TERMINATION**

##### 16.1 Early Determination

Prior to delivery of the Goods having been made by the Supplier, Northport shall have the right to terminate this Agreement without cause and at any time (either in whole or in part) by giving five (5) Business Days' prior written notice to the Supplier. Upon termination, Northport may engage other Supplier to supply and deliver the Goods.

##### 16.2 Events of Default

Northport may terminate this Agreement if the Supplier defaults in any of the following:-

- (a) the Supplier failing to complete the delivery of the Goods in accordance with Clause 5 of this Agreement;
- (b) any representation and/or warranty made by the Supplier either in this Agreement or otherwise being untrue, false or misleading in any material respect;
- (c) the Supplier becoming insolvent or makes a composition or arrangement with its creditors, or have a winding up order entered against, or (except for purposes of reconstitution or amalgamation) a resolution for voluntary winding up, or having a liquidator or receiver or manager of its business or undertaking duly appointed, or having possession taken by or on behalf of the holders of any debentures secured by a floating charge, or of any property comprised in or subject to the floating charge;
- (d) the Supplier breaches any of its obligations under this Agreement; and/or
- (e) if the Supplier's act or omission causes a detrimental effect to Northport in general.

### 16.3 Notice of Default

Upon the occurrence of any of the default in Clause 16.2 above, and if Northport decides to terminate this Agreement, Northport shall give to the Supplier a written notice delivered by hand or by registered post at the Supplier's last known address or place of business specifying such default. If the Supplier continues with such default for five (5) Business Days, the Northport may within three (3) Business Days from the expiry of the said five (5) Business Days, by a further written notice delivered by hand or by registered post at the Supplier's last known address or place of business, forthwith terminate this Agreement.

### 17.0 **INDEMNITY**

17.1 The Supplier shall fully indemnify and keep indemnified Northport harmless from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, judgments, orders, awards, summons, fines, penalties, legal cost (on solicitors and client's basis) charges and expenses whatsoever due to any non-performance of the Supplier's obligations under this Agreement, default, negligence, omission, misuse or abuse by the Supplier or its employees, agents, contractors and/or representatives in the performance under this Agreement, which result in any loss or damage to property and/or injury to any person.

17.2 The Supplier shall perform all of its obligations under this Agreement at its own risk. The Supplier will not be indemnified from any claim or demand resulting from any accident, damage and/or injury arising from the performance of this Agreement except where such accident, damage, injury or death is caused by any negligence or wilful act of Northport.

### 18.0 **FORCE MAJEURE**

18.1 Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform part or its entire obligation under this Agreement as a result of the occurrence of a Force Majeure Event.

### 18.2 Service of Notice of Force Majeure Event

Upon occurrence of any Force Majeure Event, the affected Party shall serve a five (5) days' written notice to the non-affected Party of its intention to invoke Clause 18 hereof as well as detailing the nature, adverse effect of the Force Majeure Event and how the affected Party would mitigate or had mitigated the effect of the Force Majeure Event.

### 18.3 Duty to Mitigate Effect of Force Majeure Event

Notwithstanding the foregoing provisions, the affected Party shall:-

- (a) make all reasonable efforts to prevent, minimise and mitigate any delays or costs occasioned by any Force Majeure Event, including recourse to alternative acceptable sources personnel, works, equipment and materials; and
- (b) use their best endeavours to ensure resumption of normal performance of this Agreement after the occurrence of any Force Majeure Event and perform their obligations and duties hereunder to the maximum extent practicable.

#### 18.4 Continued Performance

The affected Party shall continue to perform its obligations under this Agreement to the maximum extent possible as soon as the Force Majeure Event is over. When the affected Party is able to fully resume performance of its obligations hereunder, the affected Party shall give notice to non-affected Party to that effect and shall promptly resume such performance.

18.5 If the continuing occurrence of the Force Majeure Event is such that frustrates the original intentions and objectives of this Agreement, both parties shall discuss the circumstances and consequences of the Force Majeure Event and consider how to achieve to the extent that may be possible the intentions and objectives of this Agreement.

18.6 Both Parties shall agree upon the amendment or termination of this Agreement if this is the appropriate solution to the difficulties encountered including and this Agreement of the terms and conditions of any such amendment or termination.

18.7 In the event no such agreement has been achieved within a period considered to be reasonable by Northport, Northport shall have the right to terminate this Agreement and/or the Purchase Order by five (5) Business Days' written notice served on the Supplier.

#### 19.0 **ASSIGNMENT**

The Supplier shall not, without the prior written consent of Northport, assign or sub-contract part or all of its interests, benefits or obligations under this Agreement to any third party or subcontractor, without the prior written consent of Northport.

#### 20.0 **RIGHT TO PURCHASE FROM ANOTHER SUPPLIER**

Upon reasonable determination that the Supplier is incapable of supplying or delivering the Goods in accordance with this Agreement and/or before the expiry of the Delivery Due Date, Northport shall have the option to purchase the same Goods from another vendor and, thereafter, charge the difference of the purchase price from the vendor against the selling price to the Supplier.

## **21.0 NO EXCLUSIVITY**

Nothing in this Agreement shall be construed or interpreted as creating an exclusive relationship between the Parties. Each Party is free to conduct its business with other individuals and/or entities at its sole discretion and option.

## **22.0 CONFIDENTIALITY**

The Supplier shall keep the terms of this Agreement or any other information or documents confidential at all times and shall not disclose to any third party without the written consent of Northport. The obligations of confidentiality shall survive the expiry or termination of this Agreement. Confidential Information shall include all information that is either non-public, confidential or proprietary in nature relating to any plan, drawing, specification, operation or any matters of Northport.

## **23.0 DISPUTE RESOLUTION**

All disputes, differences and/or conflicts arising out of or relating to this Agreement shall first be negotiated between the Parties by consultation with a view to amicably resolve all such disputes, differences and/or conflicts.

## **24.0 INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall create, or be deemed to have created, a partnership or relation of principal and agent or employer or employee between the Parties herein. For all intents and purposes, the Supplier is an independent contractor to Northport.

## **25.0 TIME**

Notwithstanding any indulgence or extension of time as may be granted by Northport in favour of the Supplier, time is of the essence in this Agreement.

## **26.0 NOTICES**

Save and except for matters under Clause 34 hereof, any notice, request, demand and/or communication in respect of the delivery of Purchase Order shall be in writing and communicated to the relevant officer(s) in the Procurement Department.

## **27.0 KNOWLEDGE AND ACQUIESCENCE**



Knowledge or acquiescence by Northport of any breach of the terms by the Supplier shall not operate as or be deemed as waiver of such terms. Notwithstanding such knowledge or acquiescence, Northport shall be entitled to exercise its rights under this Agreement and to require strict compliance and performance by the Supplier of the terms herein.

#### **28.0 PRESS RELEASE**

The Supplier and its employees, agents, contractors and/or representatives shall not make any public or press statement relating to this Agreement.

#### **29.0 BUSINESS ETHICS**

The Supplier shall at all times maintain business ethics standard aimed at avoiding real, apparent or imminent risks of impropriety or conflict of interest.

#### **30.0 ANTI-BRIBERY AND ANTI-CORRUPTION**

Each Party represents and warrants to the other Party that neither it, nor anyone or entity acting on its behalf:-

- (a) will violate any anti-corruption and anti-bribery laws, rules and regulations. Each Party agrees that it will not, either directly or indirectly, receive, pay, promise to pay, or authorize the payment of any money or anything of value to:-
  - i. an officer, employee, agent, contractor and/or representative of any government, including any person acting in an official capacity on behalf thereof;
  - ii. any other person or entity in order to assist either Party in the transactions contemplated under this Agreement; and
- (b) has:-
  - i. any direct or indirect financial interest or stake in the other Party's business or the Party associated company including but not limited in the capacity of an investor, shareholder, any other personal or business capacity;
  - ii. been engaged by the other Party as a director or any other position with the Party or its associated companies, or in the role of consultant or employed on part time or ad hoc basis either in the Party's company and or its associated companies; and
  - iii. been offered any shares, remuneration, securities, proprietary interests, incentives, gifts, discounts, favours and or any other benefits whether in cash

or in kind or any other considerations of value by the other Party or the Party's associated companies.

#### **31.0 OFFERING GIFTS OR INDUCEMENTS**

Northport shall be entitled to terminate this Agreement at any time and to recover from the Supplier the amount of any loss or damages resulting from such termination if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or performance of this Agreement or any other agreement with Northport or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with Northport or if any of the like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier).

#### **32.0 SUCCESSOR BOUND**

This Agreement shall be binding upon the successors-in-title and assigns of the Parties.

#### **33.0 SET-OFFS**

Notwithstanding anything in this Agreement, Northport shall be entitled to deduct from and set-off against any amount due for payment to the Supplier with any amount due and payable by the Supplier to Northport in satisfaction of any obligations or liability owed by the Supplier to Northport arising from or in connection with this Agreement and/or at law.

#### **34.0 WHISTLEBLOWING**

The Supplier shall report all instances of improper conduct that are contrary to Northport's Whistleblowing Policy which is accessible at Northport's official website: <https://www.northport.com.my/npv2/index.html>. Any report of any improper conduct shall be made to the Head of Northport's Internal Audit Department or, to its Chief Executive Officer or, to its Chairman.

#### **35.0 SEVERABILITY**

If any provision in this Agreement is found to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provision of this Agreement shall continue in full force and effect.

#### 36.0 **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties shall irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.

*\*\*\*The remainder of this page is left intentionally blank\*\*\**