



GENERAL TERMS & CONDITIONS

PURCHASE ORDER FOR SUPPLY OF SERVICES

1. SERVICES & STATEMENTS/SCOPES OF WORK

The Services to be covered under this T&C are set forth in one or more Statements and Scopes of Work ("**SOW**"), together with any Exhibits, which shall be of reference this T&C; and the terms and conditions contained herein will be a part of any such Statements of Work or Exhibits. "COMPANY" means either **STEEL HAWK ENGINEERING SDN BHD (1019338-X)** or **STEEL HAWK BERHAD (1399614-A)** or any of its subsidiaries. For the avoidance of doubt, the entities shall be discrete and independent entities and the CONTRACTOR agrees that there can be no conglomeration of any entity. In the event COMPANY chooses to order products and/or Services from CONTRACTOR ("**Service Provider**" or "**CONTRACTOR**"), the terms and conditions contained therein shall apply to any such Products and/or Services ordered. The cost, installation and functioning of all products provided by Service Provider in rendering Services hereunder, including, without limitation shall be CONTRACTOR's sole responsibility.

2. PRICING & TERMS OF PAYMENT

- (a) All terms are as stated in the Company's official Purchase Order, unless otherwise specified in the SOW. The General Terms and Conditions herein shall also be applicable and shall bind the CONTRACTOR.
- (b) If the terms day falls on a Saturday, Sunday or a gazetted public holiday, the next working day shall be deemed to be the due date for payment. Should the COMPANY require any extension of time, the same shall be communicated to the CONTRACTOR. The CONTRACTOR shall not unreasonably withhold agreement to a request for an extension of time by the COMPANY.
- (c) The SOW of the contract is based on a fixed price supported with the fixed non-escalating Purchase Order.
- (d) All prices are fixed and nett DDP at site with no escalation against Purchase Order value.

3. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR represents and warrants to COMPANY that CONTRACTOR has the right to authorize Service Provider to repair and/or Service all items of which are or become subject to this Purchase Order with no cost variation to COMPANY.

4. SERVICE PROVIDER RESPONSIBILITIES

Service Provider, at its expense, shall:

- (a) Provide safe, suitable and easily accessible floor space, adjacent to where Service will be provided.
- (b) Provide suitable environmental conditions for installation as may be specified in a SOW.
- (c) Provide reasonable assistance to COMPANY as requested.

Upon the failure of Service Provider to comply with the responsibilities set forth in the SOW ("**Non-Compliance**"), Service Provider shall perform any Service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of COMPANY without any liability or obligation under the Purchase Order.

5. LIMITED WARRANTY

- (a) **Technical Services.** Service Provider shall provide Technical Services in a good workmanlike and professional manner consistent with current industry standards, and that such Services shall for a minimum period of Twelve (12) months following completion conform to the specifications in the Scope of Work. The foregoing limited warranty is contingent set forth above and any other conditions that may be specified in the applicable SOW. In the event COMPANY finds any Services provided hereunder to be defective or nonconforming during the warranty period, subject to the limitations set forth above, Service Provider shall promptly correct such Services to the reasonable satisfaction of COMPANY in accordance with the specifications set forth in the SOW. In the event such corrected Services fail to comply with the specifications set forth in the SOW, then at COMPANY's option,



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Service Provider shall again promptly correct such Services or shall reimburse to Client the payments made to Service Provider for such Services. The foregoing constitutes Service Provider's sole remedy for Service warranty claims relating to ALL Technical Services rendered to us.

- (b) To the extent Service Provider is supplying third-party hardware products as part of the Services, such hardware shall be provided with the manufacturers' or publishers' standard end user warranties, if any. Service Provider makes no independent warranties with regards to third-party hardware.
- (c) Personnel Services. Warranties, if any, relating to the provision of personnel placement and recruiting Services will be as set forth in the applicable SOW.
- (c) Service Provider warrants that the Services supplied hereunder comply in all respects with this PURCHASE ORDER and the specifications, and are new and unused, of merchantable quality, free from defects in materials and workmanship, free from any lien or claim and are fit and suitable for the purpose for which they are intended under this PURCHASE ORDER.
- (d) If COMPANY discovers any defect or deficiency in the Services or if the Services are found to be not in accordance with this PURCHASE ORDER whether by reason of not being of the quality or in the quantity stipulated or being unfit for the purpose for which they are intended, and COMPANY has notified Service Provider of the defect or deficiency, COMPANY shall have the right to reject such GOODS and Service Provider shall, at Service Provider's own cost and without charge to COMPANY forthwith replace the Services and/or make good such defect or deficiency. If Service Provider fails to replace such Services within the period stipulated by COMPANY, COMPANY shall have the right to purchase the Services elsewhere and Service Provider shall pay COMPANY immediately upon demand any additional expense incurred by COMPANY without prejudice to any other right which COMPANY may have against Service Provider.
- (e) Service Provider hereby guarantees that the Services supplied under this PURCHASE ORDER are covered by warranty for the period stipulated in this PURCHASE ORDER ("**Warranty Period**"). CONTRACTOR's scope of warranty shall cover all expenses to replace all Services found to be defective during the Warranty Period and all services provided for making good any defective Services.
- (f) In the event Service Provider obtains more favourable warranties and guarantees from its suppliers/manufacturers, such warranties and guarantees shall be assigned to COMPANY.
- (g) Any replacement Services supplied hereunder shall be warranted under the same terms and conditions for another period from the date of replacement.
- (h) Payments by COMPANY for the Services rendered shall not prejudice COMPANY's right of rejection and/or right to dispute the services purportedly rendered.

6. **LIMITATION OF LIABILITY**

SERVICE PROVIDER WILL ALWAYS BE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY SUCH EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCTS, HARDWARE, OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY PRODUCTS, HARDWARE EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDER'S NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO SERVICE PROVIDER BY CLIENT FOR THE PRODUCTS OR SERVICE WHICHEVER IS LESS. *Service Provider shall be responsible for damages caused by (i) accidents, misuse, misapplication, or neglect of any of its agents or employees or as result of Service by any person other than a Service Provider representative; (ii) placement or operation of products in an area that does not comply with manufacturer's published space or environmental requirements; or (iii) improper storage, use, and movement of any products to be Serviced.*



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7. TERM

Unless otherwise stated herein, the term of this Purchase Order shall be from the execution of the SOW Acceptance Page until the COMPANY's acceptance of the Completion of Services.

8. OBLIGATION TO PROVIDE NECESSARY MATERIALS, MANPOWER AND SKILLS

- 8.1 CONTRACTOR shall provide all necessary Personnel, Materials, Equipment, Temporary Construction Aids, Tools, Consumables, Facilities including Transport, Services and all items necessary to execute and complete the SCOPE OF WORKS.
- 8.2 In the event that CONTRACTOR is sub-contracting part of the scope, the SUB-CONTRACTOR's personnel shall be part of CONTRACTOR's personnel.
- 8.3 The CONTRACTOR warrants that it has and will throughout the CONTRACT have the experience and capability including sufficient and competent supervisory and other personnel to efficiently and expeditiously perform the SCOPE OF WORK. If in the opinion of the COMPANY that there is any inadequacy in the number of persons engaged in performing the SCOPE OF WORK, then the CONTRACTOR shall increase the number of persons engaged to ensure that the SCOPE OF WORK is satisfactorily performed at no extra cost to COMPANY.
- 8.4 CONTRACTOR shall at all time to provide and keep original copy of Occupational Safety and Health Act and Regulation and also Factory and Machinery Act at location and accessible to all personnel.
- 8.5 The CONTRACTOR shall at the COMPANY's request promptly re-do or rectify at no additional charge to the COMPANY on any Scope of Work which has been carried out by the CONTRACTOR within the previous 24-month period with defective parts, materials or poor workmanship which has failed to efficient working state.
- 8.6 The CONTRACTOR shall be responsible for the technical integrity of the supplied equipment and materials, assembly, inspection, testing, and all specified services. All these activities are to be in accordance with the scope of supply, the functional specification and other related documentation approved by COMPANY.
- 8.7 All certificates and documents must be approved by the COMPANY and/or the client/end-user. All necessary certificates and documents must also be provided to the COMPANY at the COMPANY's request. The CONTRACTOR agrees that is shall provide all necessary documentation to the COMPANY when so requested.
- 8.8 Turnaround time for documents transmittal shall be 3 working days.
- 8.9 The CONTRACTOR shall provide a dedicated project team assigned specifically to ensure timely completion of all works.
- 8.10 The CONTRACTOR shall conduct bi-weekly meetings prior to onsite work. There shall be weekly PMT meetings followed by daily progress reports (DPR) provided to the COMPANY at no extra cost and without the COMPANY being required to ask for the same.
- 8.11 The CONTRACTOR shall provide key documents prior to the Kick-off Meeting (KOM).
- 8.12 The CONTRACTOR shall comply to all project requirements and documentations from initiation up to commissioning and handover.
- 8.13 The CONTRACTOR shall provide Permit to Work (PTW) and competency cards for all of the CONTRACTOR's employees entering the site which shall be processed by the COMPANY. Supporting documents for personnel, machineries, equipment etc shall be provided by CONTRACTOR to the COMPANY. All machineries, cranes, lifting and handling equipment shall undergo inspection and approval prior to mobilisation.



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9. **CONTRACTOR'S OBLIGATION TO COMPLY WITH THE SCOPE OF WORK**

Save in so far as it is legally or physically impossible, the CONTRACTOR shall execute, complete, and maintain the SCOPE OF WORK in strict accordance with the CONTRACT including the Technical Specifications, Code and Standard, Procedures into the satisfaction of the Company Representative and shall comply with and adhere strictly to the COMPANY REPRESENTATIVE'S instructions and directions given pursuant to the CONTRACT on any matter concerning the SCOPE OF WORK.

10. **CONTRACTOR'S OBLIGATION TO OBTAIN NECESSARY PERMITS AND LICENCES**

The CONTRACTOR shall give all necessary notices and obtain all necessary permits, licences, governmental approvals and/or permissive documentation as is so required before starting any SCOPE OF WORK. Permits for the CONTRACTOR's EQUIPMENT or personnel to enter a restricted area shall be obtained from the COMPANY. The COMPANY will at its discretion examine any EQUIPMENT or search personnel entering or leaving this area and any Equipment and/or personnel will be prohibited from entering if found necessary by the COMPANY.

11. **COMPLETION WITHIN TIME PERIOD**

The CONTRACTOR shall take all reasonable measures to ensure that the WORK is completed within the period(s) specified in the relevant Work Order or Release Order or Purchase Order.

12. **LIQUIDATED DAMAGES AND DELAY**

12.1 If the SCOPE OF WORK falls behind or if it becomes evident that progress has been delayed or is too slow to ensure completion of the SCOPE OF WORK in the prescribed time, then without prejudice to any other rights and remedies the COMPANY may have, the CONTRACTOR shall, at no additional cost to the COMPANY, take immediate steps to expedite and complete the SCOPE OF WORK in accordance with the CONTRACT and to the satisfaction of the COMPANY.

12.2 If CONTRACTOR fails to deliver the SERVICES within the delivery period or by the delivery date as specified in this PURCHASE ORDER for reasons other than Force Majeure, then CONTRACTOR shall pay to COMPANY liquidated damages and not a penalty in a sum equivalent to one per cent (1%) of the PRICE for each day of delay or pro-rata for a part thereof up to maximum of ten per cent (10%) of the PRICE.

12.3 In the event that the delay exceeds the number of days allowable within the aforementioned limit of payable liquidated damages, COMPANY reserves its right to terminate this PURCHASE ORDER.

12.4 COMPANY may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any payment due to or which may become due to COMPANY including invoking the performance guarantee furnished by CONTRACTOR hereunder.

13. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS AND REGULATIONS**

13.1 The CONTRACTOR shall not under any circumstances dump, throw or dispose of any refuse, oil, oily mixtures or other substances in such a manner as to cause pollution to the atmosphere, land, seas adjacent beaches or any other places. The CONTRACTOR shall dispose of such refuse, oil, oily mixtures or other substances in accordance with existing laws and COMPANY regulations and at no expense to the COMPANY.

13.2 The CONTRACTOR shall further undertake to comply with all laws, regulations and restrictions in-place within Malaysia at the relevant time.

14. **RIGHT OF TERMINATION**

The COMPANY may terminate this Purchase Order at any time if the Service Provider breaches any material provision hereof and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion.



- 14.1 The occurrence of any one of the following events shall be deemed a default by Service Provider under this PURCHASE ORDER:
- (a) if Service Provider commits any material breach of any of its obligations under this PURCHASE ORDER; or
 - (b) if Service Provider commits an act of bankruptcy, becomes insolvent or compounds with or makes an arrangement with its creditors or being a company, has a petition for winding-up presented against it or a winding up order made against it; or
 - (c) if the Services or any part thereof do not conform in full with any relevant specifications, drawings, samples, requirements or descriptions as contained in this PURCHASE ORDER; or
 - (d) if there are alterations or modifications to the Services which are not authorised by COMPANY; or
 - (e) if the Services are not fit for the purposes for which they are intended.
- 14.2 In the event of default by Service Provider, and at COMPANY's sole discretion, COMPANY may, if it is of the reasonable opinion that the said default is capable of being remedied, give written notice stating the details of such default and requiring Service Provider to remedy the default within a reasonable period as prescribed by COMPANY. In the event CONTRACTOR fails to complete the remedial action within the period prescribed, or if the default is not capable of being remedied, COMPANY shall have the right, without prejudice to any other right it may have, to withhold any payment due to Service Provider and/or terminate or cancel this PURCHASE ORDER or part hereof.
- 14.3 In the event of termination of this PURCHASE ORDER or part hereof in accordance with this Clause 15.0, COMPANY shall have no other obligation save to pay for GOODS which have already been delivered in good condition and in accordance with the requirements of this PURCHASE ORDER and accepted by Service Provider provided always that COMPANY shall have the right to set off any additional costs incurred by COMPANY on account of the cancellation against any amount due to Service Provider.
- 15. NONDISCLOSURE**
- a. The COMPANY retain all rights to its Confidential Material. The Service Provider agrees to take such measures to prevent the unauthorized disclosure to third parties of Confidential Material, as it would take to prevent disclosure of its own proprietary or confidential information but in no event less than reasonable measures. Information exchanged prior to the date of this Purchase Order shall be considered Confidential Material.
 - b. Disclosure will be limited to such employees and agents of receiving party as necessary for proper evaluation and provision of Services under this Purchase Order. In the event the Service Provider must secure the Services of a third party for proper evaluation, the receiving party shall obtain an agreement from such third party at least as restrictive as this Purchase Order. Receiving party shall disclose such agreements to other party upon request. Except as necessary for proper evaluation and provision of Services under this Purchase Order, Confidential Material obtained pursuant to this Purchase Order may not be duplicated, and all Confidential Material exchanged pursuant to this Agreement must be destroyed or returned to the originating party upon request.
 - c. Confidential Material may not be used by the Service Provider except as expressly permitted herein; no grant to use Confidential Material is given by this Purchase Order.
 - d. Confidential Material shall not include the following: Information obtained by receiving party that (i) is or becomes generally known or available to the public through no breach by receiving party, (ii) is lawfully known to it at the time of receipt, (iii) is subsequently furnished to it lawfully by a third party without restriction, or (iv) is furnished by the originating party to a third party without restriction.
 - e. Confidential Material is provided "AS IS" and no warranties or representations are given, and the Service Provider shall rely on such information at its own risk. The exchange of Confidential Material shall not obligate either party to enter into a business or other relationship. In the event a Service Provider receives a subpoena or discovery request for Confidential Material, it shall immediately notify the COMPANY in writing and give the COMPANY the opportunity to contest the disclosure of Confidential Information.



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- f. The parties acknowledge that unauthorized disclosure or use of Confidential Material may cause irreparable damage to the disclosing party for which monetary damages may not be adequate relief. Therefore, in addition to any other remedies it may have, the COMPANY shall be entitled to seek injunctive relief against actual or threatened unauthorized disclosure or use of Confidential Material.
- g. Confidential Material shall be protected hereunder for a period of six (6) years following the completion or termination of this Purchase Order.

16. NON-SOLICITATION OF PERSONNEL

Service Provider shall not solicit for employment, directly or indirectly, the officers, employees, subcontractors or agents (“**Personnel**”) of COMPANY who have performed duties in support of this Purchase Order during the term hereof and until eighteen (18) months after the earlier of: (a) the termination of such Personnel’s engagement; and (b) the termination of this Purchase Order, unless explicitly agreed to in writing by the parties. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this T&Cs. Should a Service Provider solicit any Personnel for employment in violation of this Section, and should that employee subsequently become an employee of the Service Provider, the Service Provider agrees to reimburse COMPANY an amount equal to the salary and commissions, if any, earned by the employee during the last twelve (12) months while employed by COMPANY. Both parties agree that this amount represents reasonable compensation to COMPANY for its cost of recruiting and training, and does not constitute a penalty. Such amount will be due and payable by the Service Provider within ten (10) days of receipt of written demand from COMPANY. The intention of this Section is to prohibit the active recruitment of Personnel and to compensate the injured party for losses arising from training and business operations.

17. BINDING AGREEMENT AND ASSIGNMENTS

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party provided however, that such consent shall not be required in the event of an assignment made to an affiliate of either party or to a successor or purchaser in a merger, acquisition or sale or transfer of all or substantially all of the business, assets or equity of either party, provided that the successor/assignee is not deemed to be a competitor of non-assigning party.

18. WAIVER

No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

19. SUBCONTRACTING

Service Provider may subcontract for on-site Services subject to informing the COMPANY. Such subcontracting will not release Service Provider from any of its obligations in this T&Cs and at all material times, the Service Provider shall be obligated to satisfy all requirements as per the SOW.

20. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Purchase Order promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this project. In the event the parties cannot reach a satisfactory settlement under the aforementioned process, the parties may proceed to litigate the matter in the Malaysian Courts.

20. PERFORMANCE GUARANTEE

20.1 If so required by COMPANY, Service Provider shall, within seven (7) days of receipt of this Purchase Order, furnish to COMPANY a performance guarantee as security for the due performance by Service Provider of its obligations hereunder in the form of an irrevocable and unconditional first call bank guarantee issued by a registered bank operating in Malaysia in terms acceptable to COMPANY. The value of the bank guarantee shall be 5% of the PRICE and shall be valid from the date of this PURCHASE ORDER until thirty (30) days after the expiry of the warranty/defect liability period under Clause 12.0 of this General Terms and Conditions.



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- 20.2 Any payment to be made by COMPANY to Service Provider under this PURCHASE ORDER shall be subject to Service Provider having first delivered the performance guarantee to COMPANY. Failure by Service Provider to deliver the performance guarantee to COMPANY within the stipulated time shall give COMPANY the right to cancel this PURCHASE ORDER in which event COMPANY shall not be liable in any way for costs, damages or any other loss suffered by Service Provider arising from Service Provider's cancellation of this PURCHASE ORDER, but without prejudice always to COMPANY's right to claim compensation from Service Provider for any cost, expense, loss or damage suffered by COMPANY arising from Service Provider's aforesaid failure.
- 20.3 In the event COMPANY agrees to make any advance payment of a part of the PRICE to Service Provider, as a pre-condition of the advance payment, Service Provider shall furnish COMPANY with a performance guarantee as security for the advance payment in the form of an irrevocable and unconditional first call bank guarantee issued by a registered bank operating in Malaysia in terms acceptable to COMPANY. The value of the bank guarantee shall be equivalent to the advance payment and shall be effective from a date before the advance payment is made and for a period to be determined by COMPANY.
21. **GOVERNING LAW**
This Agreement shall be interpreted and governed by the laws of Malaysia. Any dispute arising under this, shall be heard exclusively in the courts sitting in Malaysia, and the Parties hereby consent to the jurisdiction of such courts.
22. **ENTIRE AGREEMENT**
This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and replaces any prior oral or written communications. The attached Exhibits hereto are made a part of this Purchase Order. This Purchase Order shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of CONTRACTOR and Service Provider, respectively, and no other person has or shall have the authority to supplement, modify or amend this Purchase Order in another manner.
23. **ORDER OF PRECEDENCE**
In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof:
(i) this Purchase Order;
(ii) any exhibits or Statements of Work;
(iii) change authorizations and/or orders executed by the parties; and
(iv) purchase orders and/or statements of work executed by the parties.
24. **INCORPORATION OF THE GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS**
For the avoidance of doubt, the general terms & conditions contained in the Purchase Order for Supply of Goods shall be incorporated into the terms herein, with all necessary modifications to reflect the supply of services. Should any inconsistency and/or incongruity arise, the general terms & conditions contained in the Purchase Order for Supply of Goods shall take precedence, with all necessary modifications to the names and designations of the parties.

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