Dimension Bid (M) Sdn. Bhd.
Purchase Order Terms and Conditions

SECTION A: GENERAL

A1. Definitions

"AFFILIATE" shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meaning assigned to them under Companies Act, 1965.

"INVOICE" means SUPPLIER's invoice less deductions (if there is any).

"PURCHASER" shall mean the person, persons, firm or company named in the PURCHASE ORDER to purchase GOODS hereinafter defined and shall include the PURCHASER's legal personal representatives, successors and assigns.

"PURCHASER GROUP" shall mean the PURCHASER, its CO-VENTURERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the SUPPLIER GROUP.

"SERVICES" means the services or works to be supplied by Supplier, specified in the Purchase Order, in accordance with this PURCHASE ORDER.

"SUPPLIER" shall mean the person, persons, firm or company named in the PURCHASE ORDER to supply GOODS hereinafter defined and shall include the SUPPLIER's legal personal representatives, successors and assigns.

"SUPPLIER GROUP" shall mean the SUPPLIER, its subcontractors, and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the PURCHASER GROUP.

"CO-VENTURER" shall mean any other entity with whom the PURCHASER is or may be from time to time a party to a joint operating agreement or unitization agreement or similar agreement relating to the operations for which the GOODS are being provided and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

"DELIVERY DATE" shall mean the date(s) upon which the GOODS shall be delivered as specified in the PURCHASE ORDER.

"GOODS" shall mean the equipment, materials, products or combination thereof to be purchased by PURCHASER or to be supplied by SUPPLIER in accordance with this PURCHASE ORDER.

"GST" means the good and services tax as may be imposed by the Malaysian authority.

"PURCHASE ORDER" shall mean the contract formed by the acceptance of this PURCHASE ORDER and shall incorporate these Purchase Order Terms and Conditions as may be amended by any special conditions referred to in this PURCHASE ORDER and shall include any attachments, exhibits, specifications, drawings, notes, instructions and/or other information, whether physically attached or incorporated by reference.

"ANTI-BRIBERY & CORRUPTION POLICY" shall mean provisions under the policy as per attach herewith as part of the PURCHASE ORDER

A2 . Interpretation

All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

Nevertheless if for any reason, it is considered necessary by the PURCHASER to give an instruction to the SUPPLIER orally in the first instance, the SUPPLIER shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by the PURCHASER without undue delay, it shall be deemed to be an instruction in writing by the PURCHASER.

Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

A3. Invalidity and Severability

If any provision of this PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The PURCHASER and the SUPPLIER agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

SECTION B: THE SUPPLIER'S COMMITMENT TO THE PURCHASER

B1. Terms

The SUPPLIER will sell the GOODS to the PURCHASER on the terms set out in the PURCHASE ORDER.By accepting the PURCHASE ORDER or commencing performance thereunder, SUPPLIER expressly agrees to the terms and conditions which shall supersede and prevail over any conflicting, or additional terms and conditions in SUPPLIER's proposal, quote, order confirmation, acknowledgement, invoice or other previous documentation or communication. The PURCHASE ORDER and all its terms and conditions, must be accepted in writing by SUPPLIER within seven (7) days from the date of the PURCHASE ORDER, failing which PURCHASER reserves the right to cancel the PURCHASE ORDER in part or in whole.

B2. Delivery

The SUPPLIER will deliver the GOODS to the PURCHASER at the specified in the PURCHASE ORDER, on the DELIVERY DATE and in accordance with the delivery terms and conditions, packing, shipping and/or any special instructions stated in the PURCHASE ORDER.

In the event Supplier delivers Goods in excess of the quantity ordered in the Purchase Order, Goods may be retained by Purchaser at no additional cost or Purchaser may return Goods to Supplier and Supplier shall be liable for shipping and/or transportation charges of the return of Goods. Supply of Services shall be provided on the delivery date or delivery schedule, at the location and in accordance with any instructions, terms and conditions stated in the Purchase Order. If Supplier fails to deliver Goods and/or perform Services within the time specified, Purchaser may, at its option and with written notification to Supplier, reject and return, Goods to Supplier at Supplier's risk costs and/or expenses or reject Services. Further, Supplier shall reimburse Purchaser in the form of Liquidated Damages for late delivery of Goods and/or Services in the amount of 1% per day of the value of the Purchase Order up to a maximum of 10% of the value of the Purchase Order. Purchaser, at its sole discretion, agrees to accept late deliveries and may in such instance hold Supplier responsible for all costs incurred by Purchaser as a result of late delivery which may include any additional cost to Purchaser resulting from expediting shipment in the case of Goods. Any such acceptance of late deliveries by Purchaser shall not relieve Supplier of the obligation to make future deliveries in accordance with the delivery date or delivery schedule established in any subsequent Purchase Order.

B3. Inclusive Price

The price which the PURCHASER has agreed to pay for the GOODS is set out in the PURCHASE ORDER and is inclusive storage, packing, insurance, delivery, installation and commissioning (as applicable) and all costs, expenses, duties, levies and taxes relating to the supply of Goods and/or Services. Prices shall be fixed, firm and not subject to variation for any reason or imposition of other or additional charges, otherwise agreed in writing.

B4. Access
The SUPPLIER will allow the PURCHASER or its AFFILIATES to expedite, inspect and test the GOODS and/or SERVICES during manufacture at the SUPPLIER's premises on reasonable prior notice. Any expediting, inspection, testing or any failure to do so shall in no way relieve the SUPPLIER of its obligations as specified in the PURCHASE ORDER. Purchaser shall also have the right to access Supplier's premises as well as audit all Supplier's documents and records relating to the Purchase Order.

B5. Specifications
The SUPPLIER shall ensure that the GOODS and/or SERVICES meet the PURCHASER's requirements with regard to any quality, fitness for purpose, quantity or specifications, which are set out in the PURCHASE ORDER.

B6. Defects Correction
The SUPPLIER will repair,replace or rectify any of the GOODS (or any replacement) which are defective. Purchaser shall inform Supplier of any loss or damage within seven (7) days of the date of delivery and Supplier shall be responsible for any shortages or damage to Goods. Purchaser may withhold payment to Supplier until the said loss or damage is rectified by Supplier. Title and risk in the GOODS or any part thereof which do not comply with the requirements of the PURCHASE ORDER and which are rejected by the PURCHASER re-vest in the SUPPLIER on return to the SUPPLIER.

B7. Packing
The SUPPLIER shall ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet the PURCHASER's requirement as specified in the PURCHASE ORDER.

B8. Documentation
The SUPPLIER shall provide to the PURCHASER by the due date(s), drawings, certificates or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.

B9. Hazardous Materials
The SUPPLIER will ensure that the GOODS will comply with the requirements of all applicable law and, to the extent that they contain toxic, corrosive or hazardous materials, the SUPPLIER will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.
GOODS supplied under the PURCHASE ORDER, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the SUPPLIER. The title and risk of the contaminated GOODS will remain with the SUPPLIER, who will bear all expenses for the said processes.

B10. Title and Risk
Title and Risk in the GOODS will pass from the SUPPLIER to the PURCHASER at delivery in accordance with the PURCHASER's requirements under the PURCHASE ORDER. Goods shall remain at Supplier's risk, cost and/or expense until they have been delivered to and accepted in writing by Purchaser.Purchaser reserves the right to return any Goods received in advance of the DELIVERY DATE or delivery schedule and Supplier shall bear the shipping and/or transportation charges. If no method of shipment is specified in the Purchase Order, Supplier shall use the most cost-effective freight forwarding and/or transportation service.

B11. Patent Indemnity
The SUPPLIER shall save, indemnify, defend and hold harmless the PURCHASER GROUP from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the SUPPLIER under the PURCHASE ORDER except where such infringement necessarily arises from the job specification and/or the PURCHASER's instructions.
However, the SUPPLIER shall use its reasonable endeavours to identify any infringement in the job specification and/or the PURCHASER's instructions of any patent or proprietary or protected right, and should the SUPPLIER become aware of such infringement or possible infringement then the SUPPLIER shall inform the PURCHASER immediately.
The PURCHASER shall save, indemnify, defend and hold harmless SUPPLIER GROUP from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the PURCHASER under the CONTRACT or the use by the SUPPLIER of the job specification or materials or equipment supplied by the PURCHASER.

SECTION C: THE PURCHASER'S COMMITMENT TO THE SUPPLIER

C1. Terms
The PURCHASER will buy the GOODS from the SUPPLIER on the terms set out in this PURCHASE ORDER.

C2. Acceptance
Acceptance shall be from the time when a duly authorized employee or representative of the PURCHASER accepts the GOODS and/or SERVICES and where such GOODS and/or SERVICES are not or damaged in any way and comply with the PURCHASE ORDER. In the event that a defect in or damage to the GOODS or any breach of the PURCHASE ORDER is identified by the PURCHASER, it shall be deemed not to have accepted the GOODS until such time as such defect, damage or breach is remedied by the SUPPLIER.
Such acceptance shall be within a reasonable time of delivery or collection, but shall be without prejudice to the SUPPLIER's liability for any defect in or damage to the GOODS or any breach of the PURCHASE ORDER which is not identified by such duly authorised employee or representative of the PURCHASER at the time of acceptance.
The acceptance of Goods and/or Services by Purchaser shall not prejudice Purchaser's right to reject Goods and/or Services, if Goods and/or Services are not in accordance with the terms and conditions stated in Purchase Order. For rejected Goods, Supplier shall collect the rejected Goods and replace the rejected Goods after Purchaser's written notification at Supplier's own cost and/or expense. For rejected Services, Supplier shall re-perform the Services at Supplier's own cost and/or expense. Acceptance shall only be considered final acceptance only when Goods and/or Services fully satisfy the requirements of the terms and conditions stated in Purchase Order.

C5. Price Payment
The Invoice shall be submitted after the Goods and/or Services are supplied to Purchaser and after Purchaser has verified and approved the shipping notification, service notification or delivery order. The Invoice shall be correctly prepared and complete with the necessary supporting documents required by Purchaser and shall be addressed to Purchaser's Finance Manager at the address specified in the Purchase Order.
PURCHASER reserves the right to disputes any items on any Invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect and shall inform Supplier in writing of the dispute. Purchaser may withhold any sum disputed until settlement of the dispute by mutual agreement. Payment shall be made to PURCHASER thirty (30) days after receipt of undisputed Invoice and GST Tax Invoice for the GOODS and/or SERVICES.
In addition to withholding of payment on the disputed Invoice, payment due to Supplier may also be withheld by Purchaser on account of no supporting documents, unsatisfactory performance whether by reason of not meeting the requirements of the Purchase Order and the terms and conditions or being unfit for the purpose or defective until remedied to the satisfaction of Purchaser. Payment

made by Purchaser shall not preclude the right of Supplier to thereafter dispute any of the items invoiced and shall not be construed as an acceptance of Goods and/or Services supplied. Supplier shall prepare a monthly billing statement and submit to Purchaser for the supply of recurring Goods and/or Services. Supplier shall submit the final Invoice for Goods and/or Services not later than two (2) months after Goods and/or Services are supplied. Purchaser shall have the right to reject any Invoices submitted after this period.

C6. Taxes and Duties

SUPPLIER shall bear all customs duties, taxes (including but not limited to GST), assessment, royalties or other charges levied by any government authority in connection with Goods and/or Services. Purchaser shall have the right to withhold taxes on payments due to Supplier in the event that such withholdings are required by law.

C7 . Termination for Convenience

The PURCHASER may at any time give written notice to terminate the PURCHASE ORDER forthwith and in such event the PURCHASER shall pay, and the SUPPLIER shall accept in settlement of all claims under the PURCHASE ORDER, such sums as shall reasonably compensate it for all work done and obligations assumed by it in performance of the PURCHASE ORDER prior to its termination and for all work reasonably done by the SUPPLIER in giving effect to such termination. The value of any material, payment for which has been made by the PURCHASER but which is left with, and can be put to use by, the SUPPLIER, shall be taken into account when calculating such losses but such sum shall in no event exceed the price set out in the PURCHASE ORDER unless otherwise previously agreed.

SECTION D: OUR COMMITMENTS TO EACH OTHER

D1. Indemnity

D1.1 The SUPPLIER shall be responsible for and shall save, defend and hold harmless the PURCHASER GROUP, officers directors, employees, contractors and/or agents from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: (a) loss of or damage to property of the SUPPLIER GROUP whether owned, hired, leased or otherwise provided by the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER and/or the supply, use or performance of Goods and/or Services; or (b) personal injury including death or disease to any person employed by the SUPPLIER GROUP caused by Goods and/or Services or Supplier's directors, officers, contractors, employees, and/or agents, or, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; or (c) the breach or default of Supplier in the performance of Supplier's obligations or Supplier's breach of warranty, express and/or implied terms; or (d) any act or omission constituting negligence, gross negligence or wilful misconduct by any officer, director, agent, contractor, employee and/or agents of Supplier in connection with Supplier's performance under the Purchase Order and the terms and conditions.

D3. Insurance

The PURCHASER and the SUPPLIER shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the PURCHASE ORDER and at law.

D4. Confidentiality

The PURCHASER and the SUPPLIER shall keep the PURCHASE and any information, which either party learn about the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party.

D5. Variations

PURCHASER reserves the right at any time to vary the PURCHASE ORDER including but not limited to drawings, designs or specifications of Goods and/or Services, method of shipment or packing, place of delivery, description and/or performance of SERVICES and/or request for a change to the method or due date for delivery, performance or completion of Goods and/or Services and PURCHASER shall provide written notification of the variation to the PURCHASE ORDER to SUPPLIER and if any such variations cause a change to SUPPLIER's costs, an adjustment may be made to the payable to SUPPLIER which shall be subject to the prior written agreement of PURCHASER.

D6. Force Majeure

Neither the PURCHASER nor the SUPPLIER shall be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause D6 and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

For the purposes of this PURCHASE ORDER only the following occurrences shall be force majeure:

(a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;

(b) Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(d) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;

(e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party its sub-contractors or its suppliers and which affect a substantial or essential portion of the GOODS; and

(f) Maritime or aviation disasters.

D7. Transfer of PURCHASE ORDER

Neither the PURCHASER nor the SUPPLIER shall at any time sub-contract or assign any part of their respective rights or obligations under this PURCHASE ORDER to any other person, without first obtaining the other party's prior consent which shall not unreasonably be withheld or delayed.

D8. Dispute Resolution

If either party is dissatisfied with the performance of the other in relation to the GOODS or this PURCHASE ORDER, the parties shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way. If no agreement is reached, any dispute arising out of or in connection with this PURCHASE ORDER, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Asian International Centre (AIAC) at Kuala Lumpur according to the rules for the time being in force which rules are deemed to be incorporated by reference to this Clause. The language of the arbitration shall be English. The parties agree that any arbitral award shall be considered final and will be enforceable in any appropriate judicial court.

D9. Termination

The SUPPLIER or the PURCHASER may, by giving seven (7) days' written notice, terminate the PURCHASE ORDER in the event that:

(a) The other party is in breach of a condition of the PURCHASE ORDER; or

(b) the other party becoming bankrupt or making a composition or arrangement with its creditors or a winding–up order being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional

Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 Insolvency Act 1986,or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under any applicable law,
In such an event, the only remaining commitment will be for the PURCHASER to pay for GOODS already delivered by the SUPPLIER but not yet paid for.

D10. Proper Law and Language
The PURCHASE ORDER shall be construed, governed and take in accordance with Malaysian Law excluding those conflict of law rules and choice of law principles which would deem otherwise, and subject to the provisions of Clause D8, shall be subject to the exclusive jurisdiction of the Malaysian Courts.
The ruling language of the PURCHASE ORDER shall be the English Language.

D11. Representations and Warranties
The SUPPLIER represents and warrants that (i) it has full power and authority to accept the PURCHASE ORDER, (ii) the acceptance of the PURCHASE ORDER and performance of its obligations hereunder do not and will not violate any agreement to which it is a party or by which it is otherwise bound (iii) when executed and delivered by it, the PURCHASE ORDER will constitute a legal, valid and binding obligation, enforceable against the SUPPLIER in accordance with its terms.

D12. No Agency or Partnership
The PURCHASE ORDER does not create any agency, partnership or employment relationship between the parties.

D13. Special Terms
(a)The SUPPLIER and the PURCHASER agree that any special conditions set out in the PURCHASE ORDER will take precedence over the general terms and conditions set out herein.
Notwithstanding anything, the terms and conditions as set out herein and in the PURCHASE ORDER shall supersede any other terms and conditions stipulated in any other documents produced other than by the SUPPLIER.

(b) By agreeing to supply the goods and/or services procued by the PURCHASER under the PURCHASE ORDER, the SUPPLIER agrees to be bound by the PURCHASER's Anti Bribery & Corruption Policy provisions (as defined in SECTION A1 - Definitions) including the applicable standards, as well as relevent Internation and prevailing laws governing the same.

Reviewed & agreed by,

____

Name:

Company:

Date:

Neu Dimension

EXTERNAL MEMORANDUM

FROM	:	**Head of Technical & Capability**
TO	:	**All Valued Vendors**
REF	:	**Memo 16/20260821**
DATE	:	**21th August 2026**
SUBJECT	:	**Anti-Corruption, Anti-Bribery and Ethical Conduct Declaration for All Vendors**

This memorandum is issued to formalise the implementation of the Vendor Anti-Corruption, Anti-Bribery and Ethical Conduct Declaration ("Declaration"), as a mandatory requirement for all vendors, suppliers and contractors engaging with Neu Dimension Group ("the Company").

This initiative forms part of the Company's continuing commitment to strengthen vendor governance and to ensure full compliance with applicable anti-corruption and anti-bribery legislation, including Section 17A (Corporate Liability) of the Malaysian Anti-Corruption Commission Act 2009, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, and related regulations.

The full text of the Declaration is reproduced to this memorandum for ease of reference.

VENDOR ANTI-CORRUPTION, ANTI-BRIBERY AND ETHICAL CONDUCT DECLARATION

This Vendor Anti-Corruption, Anti-Bribery and Ethical Conduct Declaration ("Declaration") is made by the undersigned Vendor in favour of NEU DIMENSION GROUP ("Company").
The Vendor acknowledges that compliance with all applicable anti-corruption, anti-bribery, fraud prevention, and ethical business conduct requirements constitutes a material condition of any Purchase Order, Work Order, Service Agreement, Contract, or business relationship entered into with the Company. Accordingly, the Vendor hereby irrevocably declares, represents, warrants, and undertakes as follows:

1. COMPLIANCE WITH ANTI-CORRUPTION LAWS

The Vendor confirms that it shall comply at all times with all applicable anti-corruption, anti-bribery, anti-money laundering, and fraud prevention laws and regulations, including but not limited to:

a) Malaysian Anti-Corruption Commission Act 2009, including Section 17A (Corporate Liability);

b) Penal Code (Act 574);

c) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;

d) United States Foreign Corrupt Practices Act (FCPA);

e) United Kingdom Bribery Act 2010;

f) United Nations Convention Against Corruption (UNCAC);

g) Any other applicable anti-corruption laws and regulations in jurisdictions where the Vendor operates.

2. NO BRIBERY OR GRATIFICATION

The Vendor confirms that neither it nor any of its directors, shareholders, officers, employees, agents, consultants, representatives, subcontractors, or persons acting on its behalf has:

a) Offered, promised, provided, solicited, requested, received, or accepted any gratification, bribe, kickback, commission, benefit, favour, gift, reward, entertainment, hospitality, sponsorship, donation, or other advantage in connection with any business dealings involving the Company;

b) Made any facilitation payment or unofficial payment to any government official, regulatory authority, employee, representative, or agent of the Company;

c) Engaged in any conduct that may constitute bribery, corruption, or unethical business practices.

3. CONFLICT OF INTEREST DISCLOSURE

The Vendor confirms that, to the best of its knowledge, neither the Vendor nor any of its directors, shareholders, officers, employees, agents, consultants, representatives, or related parties has any undisclosed actual, potential, or perceived conflict of interest involving:

a) The Company;

b) The Company's directors, officers, employees, or representatives;

c) Any government official or regulatory authority connected to the engagement.

The Vendor further undertakes to immediately disclose any actual or potential conflict of interest that may arise during the course of its engagement with the Company.

4. NO INVESTIGATION OR CONVICTION

The Vendor declares that neither the Vendor nor any of its directors, officers, or key management personnel has:

a) Been convicted of any offence relating to bribery, corruption, fraud, money laundering, dishonest conduct, or similar offences;

b) Been debarred, blacklisted, suspended, or prohibited from participating in any tender, procurement, or commercial activity by any government authority, statutory body, regulator, multinational corporation, or international organisation;

c) Been subjected to any ongoing investigation, prosecution, or enforcement action relating to bribery, corruption, fraud, money laundering, or unethical conduct.

If any of the above circumstances exist, full details shall be disclosed below:

5. SECTION 17A MACC ACT COMPLIANCE

The Vendor acknowledges and understands the provisions of Section 17A of the Malaysian Anti-Corruption Commission Act 2009 relating to corporate liability.

The Vendor warrants that it has implemented, or shall implement, adequate procedures reasonably designed to prevent persons associated with the Vendor from undertaking corrupt practices.

The Vendor further undertakes to cooperate fully with any inquiry, audit, investigation, or compliance review conducted by the Company relating to anti-corruption compliance.

6. ACCURATE RECORDS AND TRANSPARENCY

The Vendor undertakes to:

a) Maintain complete and accurate books, records, invoices, and supporting documentation;

b) Ensure that all invoices, quotations, claims, certifications, and supporting documents submitted to the Company are true, complete, and accurate;

c) Not create false, misleading, fictitious, inflated, or incomplete records.

7. AUDIT RIGHTS

The Vendor agrees that the Company may, at any reasonable time and upon reasonable notice:

a) Request information relating to compliance with anti-corruption obligations;

b) Conduct compliance reviews and due diligence exercises;

c) Audit records relevant to transactions involving the Company;

d) Request documentary evidence supporting compliance with applicable anti-corruption laws.

The Vendor shall provide full cooperation and assistance in connection with any such review or audit.

8. NOTIFICATION OF BREACH

The Vendor shall immediately notify the Company in writing if:

a) Any breach or suspected breach of anti-corruption laws occurs;

b) Any employee or representative of the Company requests any improper payment, benefit, gift, commission, or favour;

c) The Vendor becomes aware of any conduct that may violate the Company's Anti-Corruption and Anti-Bribery Policy;

d) The Vendor becomes subject to any investigation, prosecution, enforcement action, debarment, or sanction relating to bribery, corruption, fraud, or money laundering.

9. CONSEQUENCES OF BREACH

The Vendor acknowledges and agrees that any false declaration, misrepresentation, omission, or breach of this Declaration shall constitute a material breach of the Purchase Order, Work Order, Contract, or business relationship with the Company.

In such event, the Company shall be entitled, without prejudice to any other rights or remedies available at law or under contract, to:

a) Immediately terminate the Purchase Order, Work Order, Contract, or engagement;

b) Suspend performance and/or payment obligations;

c) Reject goods and/or services;

d) Recover all losses, damages, costs, expenses, and liabilities suffered by the Company;

e) Report the matter to the Malaysian Anti-Corruption Commission (MACC), law enforcement authorities, regulators, clients, or other relevant authorities.

10. INDEMNITY

The Vendor shall indemnify, defend, and hold harmless the Company, its directors, officers, employees, affiliates, and representatives from and against any losses, damages, fines, penalties, claims, liabilities, proceedings, costs, and expenses (including legal fees on a solicitor-client basis) arising out of or in connection with:

a) Any breach of this Declaration;

b) Any corrupt, fraudulent, unlawful, or unethical conduct committed by the Vendor or any person acting on its behalf;

c) Any violation of applicable anti-corruption or anti-bribery laws.

Approved By:

Nicholas Empam Jana
Head, Technical & Capability