GENERAL TERMS AND CONDITIONS FOR PURCHASING

This General Terms and Conditions for Purchasing are incorporated into and shall form part of the Purchase Order.

1. DEFINITION

"Contract"	means this General Terms and Conditions for Purchasing, and any other subsequent documents or components as being part of the Purchase Order issued by the Employer to the Vendor from time to time;
"Date of Completion"	means the end date fixed and stated in the Purchase Order or any extended date granted by the Employer to complete the Deliverables;
"Deliverables"	Means the works and/or services and/or supplies to be rendered and performed by the Vendor as specified in the Purchase Order;
"Employer"	means Malaysia Airports Holdings Berhad or its subsidiaries who issued the Purchase Order;
"Goods"	means all the materials, products, articles or goods on which the Vendor is required to supply and deliver as specified in the Purchase Order;
"Main Agreement"	means any existing agreement entered between the Employer and the Vendor before the existence of any Submission Document which cover the Deliverables described in this Purchase Order;
"Purchase Price"	means the price stated in the Purchase Order which includes, but not limited to all applicable taxes, duties, costs, charges (including any delivery, packaging, carriage, shipping and insurance costs);
"Purchase Order" or "PO"	means an order for the Deliverables to be provided by the Vendor and the corresponding purchase price to be paid by the Employer subject to this Contract;
"Submission Documents"	means any documents which form part of the Purchase Order and may consist of the followings: a) Request for Quotation (RFQ)'s submission; or b) Vendor's Proposal; or c) Tender/Quotation Document's submission
"Vendor"	means the appointed person or persons, partnership, firm or company to complete the Deliverables as specified in the Purchase Order;

2. INTERPRETATION

2.1 The terms "approved or approval" and "directed or direction" wherever used herein shall be in writing.

2.2 The headings are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.

2.3 Words importing the masculine gender shall include the feminine or vice versa; and

2.4 Words importing the singular number shall include the plural number or vice versa where the context requires.

3. SCOPE OF CONTRACT

3.1 The Vendor shall provide the Deliverables in accordance with the PO subject to this Contract. Notwithstanding the above, in the existence of the Main Agreement between the Employer and Vendor on the Deliverables, the terms of the Main Agreement shall prevail over the terms of the Contract in the event of any consistencies thereof.

3.2 Upon acceptance of the PO by the Vendor, the Vendor is deemed to have read, understood and agreed to comply with the Contract as stipulated herein.

3.3 The PO is non-exclusive, and the Employer shall have the right to engage other vendors to provide the same/similar Deliverables.

3.4 The Vendor must quote the PO number in all invoices, claims and/or delivery orders issued to the Employer.

4. VENDOR'S COVENANTS, OBLIGATIONS AND REPRESENTATION

4.1 Covenant in relation to the Deliverables of Goods

a) The Vendor shall complete the Deliverables of Goods described in the PO and shall warrants to the Employer the followings, but not limited to:

   (i) conform to any samples, specifications, drawings or other descriptions furnished by the Employer; and

   (ii) be new, of merchantable quality, free from any defects in material or workmanship, and fit for any purpose expressly disclosed by the Employer to the Vendor.

b) In the event the Employer has stated a specific delivery date in the PO, a timely delivery is of the essence and the Vendor shall be responsible to ensure that such delivery is made with a proper and complete delivery note. The Vendor shall notify the Employer immediately in writing of any anticipated delays and the reasons for such delays.

c) The Deliverables of Goods shall not be deemed or construed to be delivered until the actual received by the Employer at the place designated in the PO and the Vendor shall not deliver the Deliverables of Goods in sections without the Employer's written consent.

d) The Vendor shall notify the Employer immediately in writing if the Deliverables of Goods cannot be delivered in the quantities specified or within the period specified in the PO.

e) All Deliverables of Goods must be properly classified, described, packaged, marked and labelled by the Vendor before shipment, and shall be in proper condition for shipping.

4.2 Covenant in relation to other Deliverables (works/services)

The Vendor hereby covenant to provide, perform and/or supply the Deliverables for works/services as follows:

a) The Vendor shall complete the Deliverables on or by the Date of Completion stated in the PO.

b) The Vendor shall perform the Deliverables as set out in the PO in a proficient, diligent and timely manner and in accordance with any directives and requirements reasonably prescribed by the Employer from time to time in accordance with the PO.

c) The Vendor shall ensure that all employees/workman employed or retained to complete the Deliverables are competent and properly trained, instructed and supervised to perform the Deliverables. Any changes on the employees/workman employed or retained to perform the Deliverables, the Vendor must inform the Employer in writing.

d) The Vendor shall supply and pay all labours, materials, supplies, equipment and facilities used, any applicable approvals and licenses necessary or advisable to perform its obligations under the PO.

e) The Vendor shall use materials and goods of the best quality, best standards practice and techniques in the performance of the Deliverables under this Contract and shall ensure that all goods and materials used shall be free from any defects in the workmanship, installation and design.

4.3 Relevant contractual obligation by the Vendor (if applicable)

Upon the issuance of the PO, the Vendor is required to deposit with the Employer within twenty-one (21) calendar days from the date of PO or any other period specified by the Employer, the following:

a) Performance Bond

(i) The Vendor shall, as a condition precedent to the commencement of the Deliverables stipulated in the PO (in which the Purchase Price is above RM 50,000.00), deposit with the Employer a sum equivalent to five percent (5%) of the Purchase Price in the form of irrevocable Bank Guarantee (valid throughout the Deliverables period stated in the PO and 6 months after the completion of rectification of any defective Deliverables as specified by the Employer pursuant to sub-clause 4.5) or Banker's Cheque or Banker's Draft made payable to the Employer for the due observance and performance of the PO (the "Performance Bond").

(ii) The Employer shall have the right to call upon the Performance Bond in the event of default pursuant to this Contract and/or in the event of non-compliance with the airports' safety and security requirements committed by the Vendor. In such events, the Vendor shall ensure that the original amount of Performance Bond shall be maintained at the same amount as per sub-clause 4.3(a)(i).

(iii) The Performance Bond or any balances thereof shall only be refunded accordingly subject to sub-clause 4.3(a)(i)

(iv) If this Contract is terminated due to default by the Vendor, the Performance Bond/any balance thereof shall be forfeited by the Employer.

b) Contractors' All Risks / Erection All Risks Insurance Policy

The Vendor shall obtain the Insurance Policy for a sum insured not less than the total Purchase Price and Third-Party Liability not less than the total Purchase Price for any one claim and unlimited during the period of insurance.

c) Workmen's Compensation Insurance Policy or Social Security Scheme (SOCSO)

(i) The Vendor shall provide the Employer a Workmen's Compensation Insurance Policy for the Vendor's employees/workman who are employed under the coverage of Employees' Social Security Act 1969; and

(ii) The Vendor shall register its employees/workman and contribute under the Social Security Scheme (SOCSO), in which the code number and Social Security number of all the employees/workman shall be submitted to the Employer and shall take effect and maintain throughout the Deliverable period of the PO.

4.4 Inspection and Testing

The performance of this Contract shall be subjected to the Employer's scrutiny, inspection, testing and rejection, at the Vendor's cost, and the Vendor shall:

a) permit any representative(s) of the Employer to attend/enter the place/site designated in the PO during the Deliverables period for inspection and verification; and
b) provide all reasonable assistance to any representative(s) of the Employer for the purpose of inspection and verification.

For avoidance of doubt, any payment made by the Employer to the Vendor for the Deliverables prior to the inspection shall not constitute as an acceptance to the performance of the Deliverables thereof.

4.5 Defects on the Deliverables

a) Defects in Goods supplied

(i) In the event that the Employer rejects all or any parts of the Goods which are defective and/or delivered not in accordance with this Contract (the "Defective Goods") within the period stated in the PO or any extended period granted by the Employer, the Vendor shall immediately at its own cost and expenses be responsible to carry out all necessary remedial works to rectify or replace the Defective Goods before the Date of Completion.

(ii) If the Vendor fails to remedy such defects by the Date of Completion, the Employer shall have the right to purchase replacements elsewhere and all costs and expenses thereby incurred shall be recoverable from the Vendor by deduction from any monies due or to become due to the Vendor under this Contract or impose such penalty as the Employer deems fit.

b) Defective works/services

(i) In the event that there is any defects, imperfection, shrinkage or any fault whatsoever which may appear due to material or goods or workmanship which are not in accordance with this Contract, the Vendor shall be responsible to make good such defects, imperfections, shrinkages or any other fault whatsoever at the Vendor's own cost within six (6) months after the Date for Completion or any other period specified and agreed by the Employer in the Submission Document.

(ii) If the Vendor fails to comply with sub-clause 4.5(b)(i), the cost incurred to remedy such defects shall be deducted from the Vendor on any money due or to become due to the vendor under this Contract or recoverable by the Employer from the Performance Bond (if any) or by way of damages as the Employer deems fit.

4.6 Manufacturer Warranties

The Vendor shall provide and assign all manufacturer warranties to the Employer for products manufactured by third party manufacturers pursuant to the PO and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to the Employer.

4.7 Delays in the Deliverables

a) Delivery of Goods

(i) If the Vendor delays in delivery of the Goods to the Employer, the Employer reserves the right to accept the Goods in whole or partial delivery of the Goods or to reject all the Goods so delivered without any liability, in whatever manner. The Employer shall have the right to obtain such Goods from other sources and all additional costs or expenses thereby incurred shall be deducted from any monies due or to become due to the Vendor under this PO or shall be recoverable by way of penalty to the Vendor.

(ii) Acceptance of deliveries which are not in compliance with the PO shall not be deemed a waiver of Employer's right to hold the Vendor liable for any loss or damages to the Employer and it shall not modify the Vendor's obligation to make future deliveries in compliance with this Contract.

b) Delivery of works/services

(i) Upon it becoming reasonably apparent that the progress of the Deliverables is delayed, the Employer shall reserve the right to either:-
- Grant an extension of time to the Vendor provided that the Vendor has taken all reasonable steps to avoid or reduce such delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with the Deliverables; or
- reject such extension of time and the PO shall be terminated in accordance with the provisions herein.

(ii) If the Vendor persistently fail to perform the Deliverables under this Contract, the Employer shall have the right to impose action under Clause 7 herein. The Employer shall not be responsible or liable for any losses, damages, costs and/or expenses suffered or incurred by the Vendor as a consequence of such termination.

4.8 **Foreign Workers**

In the event that the Vendor employs or engages any foreign workers to carry out and/or to perform the Deliverables pursuant to this Contract, the Vendor shall obtain all necessary employment authorizations prior to the commencement of the Deliverables under the PO. The foreign workers shall be under full responsibility of the Vendor at all times throughout the period stipulated for the Deliverables and/or any extension period thereof (if any).

4.9 **Vendor's Representation**

a) The Vendor it is a company or business validly existing under the law of Malaysia;
b) The Vendor has obtained relevant license to perform the Deliverables as stipulated in the PO;
c) The Vendor has the power to enter into and perform its obligation under this Contract and to carry out the Deliverables as stipulated in the PO;
d) No litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or to the Vendor's knowledge, threatened, which is likely to have a material adverse effect upon it in the provisions or performance of the Deliverables and other obligations under this Contract;
e) The Vendor has necessary financial and technical capability to perform the Deliverables;
f) The Vendor shall make available all resources and technology and knowhow as may be necessary for the performance of the Deliverables under this Contract; and
g) The Vendor shall at all times observe and conform to all the rules, guidelines and procedures issued by the Employer which are currently in force or may be made from time to time for the operation, management, maintenance, security and protection of the airports and the Vendor shall at all times ensure that its employees/workman do observe and conform to all such rules, guidelines and procedures.

5. VARIATIONS

The Employer may issue instructions in writing requiring a variation (hereinafter referred to as "Variation Order") which shall not vitiate the PO(s) and upon the issuance of such Variation Order, the Vendor shall forthwith comply with the Variation Order issued by the Employer.

6. CANCELLATION OF PURCHASE ORDER

The Employer reserves the right to cancel any PO at any time and shall not be subjected to any charges or fees whatsoever as a result of such cancellation. The Employer may by written communication cancel any PO subject to an equitable adjustment in the price, delivery schedule, or both, whichever appropriate.

7. TERMINATION

7.1 The Employer may at any time temporarily suspend or terminate this Contract by a written notice to the Vendor and the suspension or termination shall be effective on the date stipulated in the suspension notice or termination notice (as the case may be).

7.2 **Events of Default**

Without prejudice to any other rights or remedies which the Employer may possess, the Vendor, shall be terminated by the Employer based on the following reasons:

(i) the Vendor fails to perform or otherwise materially breaches any covenants, obligations or stipulations to be observed and performed by the Vendor under this Contract and such failure or breach is not remedied within such period given by the Employer;
(ii) all or any part of the representations, warranties or statements given by the Vendor to the Employer were discovered to be false or untrue;
(iii) the Deliverables provided by the Vendor infringes or violates any copyright, design, patent, trademark or other intellectual property rights of any third party(ies);
(iv) the Vendor breaches any laws, rules, regulation, guidelines and/or fails to comply with any directions of the Government and/or any Malaysian Authorities (which are in force or may be enacted from time to time) in respect of this Contract and/or provision of the Deliverables;
(v) the Vendor shall go into liquidation or if a winding-up petition has been presented against the Vendor or an order is made or a resolution is passed for the winding up of the Vendor otherwise than for the purpose of reconstruction or amalgamation;
(vi) In the case of the Vendor being a company other than public company listed with Bursa Malaysia, the composition of shareholders and their respective shareholdings in the Vendor is changed, altered or amended in any way whatsoever;
(vii) the Vendor breaches any confidentiality obligations under this Contract;
(viii) the Vendor assigns or attempts to assign this Contract in whole or in part to any third party without prior written consent of the Employer;
(ix) the Vendor is found guilty of an offence under the Prevention of Corruption Act 1961 or an offence of like nature under any law for the time being in force; or
(x) there is any litigation, arbitration, tax claim, dispute or administrative proceeding involving the Vendor which in the opinion of the Employer, would materially and adversely affect the performance of the Deliverables and other obligations by the Vendor under this Contract.

7.3 All duties and obligations of the parties shall cease to have an effect immediately on the effective date of termination of this Contract. The Employer's liability to the Vendor shall be limited to payment for the Deliverables performed in accordance with this Contract up to the effective date of termination. The payment made shall discharge the Employer from all liabilities or obligations to the Vendor in connection with this Contract and the termination hereof.

7.4 **Termination of Operating Agreement and Lease Agreement**

If at any time during the Deliverable period of the PO, the Operating Agreement and/or the Lease Agreement entered into by the Employer and the Government of Malaysia or Federal Land Commissioner is/are terminated, this Contract shall also be terminated forthwith. The Employer shall not be held responsible and/or liable for any costs, claims or losses in whatsoever nature and manner as a result of such termination.

7.5 **Cross Default**

In the event where the Vendors are employed by the Employer for several contracts and the Vendor committed a breach in any one of the contracts, the Employer shall be entitled to terminate and/or to take necessary action against the remaining contracts. The Employer shall not be held responsible and/or liable for any costs, claims or losses in whatsoever nature and manner as a result of such termination.

7.6 **Termination for Convenience**

Notwithstanding all the above, the Employer shall be entitled to terminate this Contract without giving any reason whatsoever by giving one (1) month written notice to the Vendor.

8. DAMAGES OR PENALTY

If the Vendor fails to complete the Deliverables by the Date of Completion, the Vendor shall pay or allow to the Employer a sum calculated at the rate of 0.1% of the PO value per calendar day as damages or penalty or any other rates specified and agreed by the Employer in the Submission Documents, for the period during which the Deliverables shall so remain and have remained incomplete.

9. FORCE MAJEURE

Neither the Employer nor the Vendor shall be in breach of its obligation under this Contract if it is unable to perform its obligation under this Contract (or any part thereof), other than the payment obligations as a result of the occurrence of an event of Force Majeure (i.e: war, revolution, natural catastrophe and other related event) in which the Employer is involved or any event which is beyond the control of either party PROVIDED THAT an event of Force Majeure shall not include financial inability on the part of the Vendor to perform its obligations under this Contract.

10. MAHB PAYMENT TERM

10.1 The Vendor shall submit its claim/invoice supported by complete documentary evidence justifying the claim for the Deliverables done and verifying the amount for claim. The Employer shall within fifteen (15) days from the date of receipt of the claim/invoice, inspect, value and verify the Deliverables, and issue a Certificate of Payment stating the amount due to the Vendor. Within sixty (60) days of the issue of final invoice (includes credit note adjustment if any) by the Vendor accompanied by the Certificate of Payment certified by the Employer, the Employer shall make payment to the Vendor the amount certified as due to the Vendor in the said Certificate of Payment and final invoice.

10.2 Prices or fees specified in the PO will be inclusive of other incidental costs including without limitation all applicable taxes, freight, insurance(s) and packing charges, all use, excise, added value and similar taxes, and all customs, duties or governmental impositions unless agreed otherwise in writing by the Employer.

10.3 The Vendor shall continue to provide the Deliverables notwithstanding any delay of payment by the Employer to the Vendor.

10.4 The Employer shall be entitled to combine, consolidate or merge all of the Vendor's account with liability or may set-off or transfer any sum outstanding to the credit of any such accounts in or towards the satisfaction any of the Vendor's liabilities with the Employer or its group of companies.

11. INDIRECT TAX EXEMPTION

The Vendor shall assist the Employer to obtain any indirect tax exemption or any other preferential treatment in respect of import duty and/or excise duty on qualifying materials, equipment and spares and fulfil relevant conditions as imposed on the Employer by the authorities due to the indirect tax exemption or preferential treatment.

12. APPLICABLE TAXES

The Purchase Price and any other charges payables under this Contract are inclusive of sales, service, excise, value added tax or other applicable taxes, tariffs, duties or any payment at the prevailing rates that may be imposed by the Government or any relevant authority from time to

time ("the Taxes"). Where the Purchase Price are subject to service tax or sales tax, the Employer shall be entitled to receive from the Vendor, invoice containing the prescribed particulars in respect of the sale/services in accordance with the law.

13. INDEMNITY

The Vendor shall indemnify, defend, and hold harmless the Employer and the Employer's officers, directors, employees, successors, assigns and agents from and against any, and all claims, actions, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or in any way connected with the Deliverables under PO caused by the Vendor. The indemnity shall survive any termination or expiry of this Contract.

14. NON-ASSIGNMENT

The Vendor shall not assign, transfer, or otherwise dispose all or any part of its respective rights under this Contract or delegate its performance under this Contract to any third party without prior written approval of the Employer and in the event the Vendor is found to have assigned, transferred, or delegated all or any part of its said respective rights and performance, the Vendor shall be in a breach of this Contract.

15. OWNERSHIP

15.1 All goods, material and parts for the Deliverables (including and without limitation to all documentation, user manuals, training materials, guides, specifications and other information relating thereto whether in writing, electronic format or otherwise created or delivered by the Vendor pursuant to a PO) shall be and remain the sole property of the Employer. The Vendor hereby agrees to irrevocably assign and transfer to the Employer all of its rights, title and interest in and to the goods, material and parts for the Deliverables.

15.2 The Vendor shall ensure that the Deliverables by the Vendor pursuant to this Contract does not infringes or violates any copyright, design, patent, trademark or other intellectual property rights of any third party(ies) and the Vendor has obtained the appropriate licenses for the Employer to use the intellectual property.

15.3 All tools and equipment supplied by the Employer to the Vendor shall remain the sole property of the Employer.

15.4 The Vendor shall indemnify and hold harmless the Employer against all claims, actions, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of breach of this clause.

16. COMPLIANCE WITH LAWS

16.1 The Vendor shall comply with and abide by all applicable laws, regulations in Malaysia relating to the Deliverables and the Vendor shall comply with relevant policies, procedures and directives of the Government of Malaysia and Malaysian Authorities in the performance of the Deliverables and execution of its duties and ensure all its employees shall abide and comply with all applicable laws, regulations or directives of Malaysia or any of its revision or amendment made from time to time.

16.2 If there is any laws, regulations or guidelines or directives by the Malaysian Authorities which require any services to be performed in accordance to a particular standard or level of service, the Vendor shall immediately comply and perform the services in accordance with the said standards or level of services at its own costs and expenses.

16.3 The Vendor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings in connection with any penalty and/or imposition of any monetary penalty or sum by the Malaysian Aviation Commission (MAVCOM) and/or any other Malaysian authorities due to any non-compliance of laws, regulations and/or directives in connection to the services in the event that the same is due to and/or caused

whether directly or indirectly by the Vendor, its employees, agents and/or sub-contractor's actions, omissions, breaches and/or defaults, as the case may be.

17. CONFIDENTIALITY

Save for such disclosure to enable either of the parties hereto to perform its obligations under this Contract or as required by law or the securities exchange having jurisdiction over any party, this Contract and all matters pertaining hereto shall be considered confidential and shall not be disclosed to any third party without prior mutual agreement of the parties in writing. This obligation shall survive any termination or expiry of this PO.

18. INTEGRITY

18.1 The Vendor, in connection with this PO/Contract, shall not, and shall ensure that his employees, agents and sub-contractors shall not directly or indirectly give, promise or offer; or solicit or receive or agree to receive any gratifications or an advantage to/from Malaysia Airports Holdings Berhad and/or any of its Group of Companies {including any individual(s) in Malaysia Airports Holdings Berhad and/or any of its Group of Companies} (the entities and individual(s) shall collectively be referred to as "**MAHB**") or any other individual(s) or corporate or business entity any money, goods or services or any form of gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 (Act 694)(compliance with Section 17A of the Act is mandatory) or any law of like nature for the time being in force:

i. as a benefit or consideration or reward for the decision, opinion, recommendation, vote or other favors to be selected in the aforementioned tender;
ii. to obtain or retain business for this Company; and/or
iii. to obtain or retain an advantage in the conduct of business for this Company.

18.2 If it is found that the Vendor and/or its employees, agents and sub-contractors give, promise or offer; or solicit or receive or agree to receive any gratifications or an advantage referred to in item 18.1 above, this shall result in his contract to be terminated and blacklisted for any future transaction at the sole discretion of the Employer. The Vendor shall further indemnify the Employer in full against any liability, loss, claim, expenses, proceedings, fine and/or penalty by Malaysian Anti-Corruption Commission or any other relevant authority due to this breach.

19. RELATED PARTY TRANSACTION

19.1. The Vendor hereby undertakes to notify and declare any direct and/or indirect conflict of interest and/or related parties involved in this Contract throughout the tenure of this Contract. Without prejudice to any other rights or remedies which the Employer may possess, in the event that the Employer discovers any false declaration and/or any undeclared direct and/or indirect conflict of interest and/or related parties to this Contract by the Vendor, the Employer shall be entitled to terminate this Contract by giving the Vendor two (2) weeks' notice in writing and such termination shall take into effect on the date specified in the notice.

19.2. The Vendor is required to declare any direct and/or indirect conflict of interest and/or related parties involved in this Contract by executing a declaration form as provided by the Employer in the Appendix to the Submission Document and the same must be submitted together with the Vendor's Submission Document.

20. PERSONAL DATA PROTECTION ACT 2010

20.1. Privacy

To the extent that any of the data/information extended to the Vendor by the Employer and/or collected/processed by the Vendor on behalf of the Employer, pursuant to this Contract, which consists of "personal data" as defined in the Personal Data Protection Act 2010 ("PDPA"), the Vendor agrees:-

(i) that it shall only utilize the personal data in furtherance of this Contract;
(ii) that it will not process the personal data beyond the scope of this Contract;
(iii) that it will not conduct itself, and to procure that its employees and sub-contractors shall not conduct themselves, in such a manner as to cause the Employer to be in breach of its obligations (as a "data user") as stated in the PDPA; and
(iv) that it shall at all times comply with the PDPA and the principles set out therein in relation to storing and processing personal data.

The Vendor agrees to indemnify Employer against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Employer may incur arising out of a breach of this clause.

20.2. Consent

To the extent that any of the data/information of the directors, shareholders, officers of the Vendor or other persons are disclosed in this Contract by the Vendor, the Vendor hereby irrevocably consents and authorises, and confirms that it has duly obtained its directors, shareholders, officers and/or such other relevant persons consent and authority, for the Employer to:

(i) be provided with information (inclusive of relevant personal information of the said directors, shareholders, officers and/or relevant persons) as may be required by the Employer for use in accordance with this Contract;
(ii) disclose the personal information of the directors, shareholders, officers and/or such other relevant persons, wherever necessary, to classes of third parties described in the Employer's Privacy Notice; and
(iii) carry out the necessary reference checks including but not limited to credit reference checks to further ascertain the status of the Vendor and its subsidiaries, directors, shareholders, officers and/or such other relevant persons,

at the Employer's sole discretion without further reference to the Vendor, its subsidiaries, the directors, its shareholders, officers and/or relevant persons. The Vendor agrees to undertake the responsibility to update the Employer in writing should there be any change to the personal information relating to the said directors, shareholders, officers and/or relevant persons. A copy of the Employer's Privacy Notice is available upon request and/or at the Employer's website, "www.malaysiaairports.com.my."

21. ENVIRONMENTAL MANAGEMENT SYSTEM

21.1 Malaysia Airports is fully committed in supporting the aspect of sustainable of environmental, society, culture and product within the airports surrounding.

21.2 Malaysia Airports is fully committed in operating and developing the airports while minimizing or preventing, where possible, the impact from airports operations on the environment and the local communities.

21.3 This policy was developed to enable Malaysia Airports to facilitate and demonstrate our commitment towards Environmental Management System. Malaysia Airports is committed to achieve: -

- Compatibility between the economic considerations,
- Conservation of the environment

- Protection of the social and cultural heritage of Malaysia that can be affected or influenced by current and future activities of the airports.

21.4 This commitment extends to ensure that if there are negatively impacting activities, action will be implemented to minimize/remove this negative impact and to improve our environmental and social performance.

21.5 In addition to the above commitment the management is committed to achieve the following: -

- To ensure the management system appropriateness to the nature, organization scale and environmental impacts of its activities, product and services
- Continually look for opportunities to improve the airports environmental performance, including reducing the effect of emissions, prevention of pollution, developing opportunities for recycling and more efficient use of energy, water and other natural resources.
- To include a commitment to comply with applicable legal requirements with other requirements such as DOE, MCAR, ACAO Annex 14 and 16 to which the organization subscribes which relate to its environmental aspects.
- To provide and ensure the effectiveness towards the provision of the standards. Integrate all aspects of environmental and social factors into the planning and operational decisions and processes; and reviewing environmental objectives and targets.
- Regularly assessing the effectiveness of the documented management system, maintained and improve when necessary.

21.6 This Policy will be regularly reviewed to ensure continued applicability to the activities and applicable legislative requirement and will be made available, on request, to all stakeholders and general public.

21.7 The EMS delivers: -

- Reduction in greenhouse gas emissions
- Energy efficiency, conservation and management
- Reduction in the consumption of freshwater resources
- Ecosystem conservation and management
- Support for local community development
- Improved management of social and cultural issues
- Improved land use planning and management
- Improved air quality and noise reduction
- Improved wastewater management
- Waste minimization, reuse and recycling

22. OCCUPATIONAL SAFETY & HEALTH

22.1 The Vendor shall at all times observe and comply with all prevailing laws and regulations relating to safety now and thereafter in force and shall bear all costs connected with the compliance of the requirement such as but not limited to Occupational Safety and Health Act, 1994; Factory and Machinery Act, 1967; Environmental Quality Act, 1974; Malaysia Civil Aviation Regulation, 1996; International Civil Aviation Organisation standards, Annex 14 and 16.

22.2 The Vendor shall ensure fully compliance with all MAHB Occupational, Safety & Health (OSH) Guidelines as follows:

- Occupational Health and Safety Policy
- Occupational Safety and Health Guidelines
- Environmental Policy
- Stop-Work Policy
- Policy on Prevention and Eradication of Drug and Alcohol Abuse in the Workplace
- No Smoking Policy

23. HAPPY GUESTS, CARING HOSTS

23.1 Vendor must demonstrate full commitment to support the effort by Malaysia Airports Holding Berhad (MAHB) to reaffirm its commitment towards service excellence and its aspiration to portray Malaysia as a developed country with a first-world service culture to fulfil the mission of creating joyful experiences. At all time, vendor must uphold the values projected by MAHB's brand DNA and must behave and act as one Malaysia Airports community that represent MAHB's image and reputation in front of passengers.

23.2 Vendor must be able to help passengers feel at home when the passengers are at airports by helping MAHB creating warm Malaysia experience. Vendor must cherish their role as part of airport community that are responsible in creating a lasting impression of Malaysia and its people. Vendors must support MAHB in effort to showcase Malaysia's vibrant culture and warm hospitality so that passengers get a taste of the true Malaysian experience at airports.

23.3 Passengers experience while travelling at airports should be a pleasant, convenient, and comfortable. Vendors shall care for passengers and attend to their special needs. Vendors must internalize the spirit carried by "Happy Guests, Caring Hosts" tagline in their daily duty and service provided to MAHB and passengers. Vendors must strive to create a joyful experience at airports underlined by the 3W principle (Warm, Welcoming, Wonderful) which passengers should encounter. Vendors must provide excellent service or assistance to passengers based on 3P principle (Proud, Personal, Passionate).

23.4 Vendors must demonstrate positive and great first impression. Wear clean and appropriate attire or uniform, bearing authorized airport tags or identification badges issued by MAHB. Vendors must adhere to the dress code according to their organization identity or underlined by MAHB. Neat and tidy personal grooming must be maintained at all time throughout the service with MAHB.

23.5 When at the vicinity visible to passengers, Vendors must maintain positive and friendly outlook. Vendors must smile at passengers at all time and indicate through their body language that they are ready to help should passengers come and seek assistance from them. Maintain proper body posture when facing passengers and use welcoming words with upbeat and cheerful tone and clear voice. Facial expression must be warm and bright and avoid looking stressed or sad.

23.6 When approached by passengers, Vendors must maintain professional distance when communication and maintain positive attitude. Show courtesy and use appropriate, polite and suitable hand gestures when talking and giving direction. Be confident and choose positive words throughout the conversation.

23.7 Vendors are responsible to provide assistance to passengers when requested. When presented with issues or inquiries by passengers, adopt empathy to understand the issues that passengers are facing. Paraphrase or reflect passengers' inquiry and ask relevant questions related to the inquiry. Give full focus and attention when attending the

passengers and be attentive towards passengers' current state. Give accurate information in a timely manner.

23.8 Follow through to resolve and assist inquiries by passengers and offer further assistance. Vendors must always be resourceful when entertaining passengers' need. At any time, Vendors must be willing to go extra and personalised professional service when providing assistance. Vendors must wish the passengers "Happy Journey" at the end of interaction with passengers.

23.9 Vendors must demonstrate commitment towards delivering excellent customer service towards passengers. Each employee is required to be sent for relevant training related to their service and duty, and trainings to enhance the level of service quality provided to passengers. Attendance to service quality courses and orientation program conducted by MAHB such as the "Host Culture" training program at Malaysia Airport Training Centre is compulsory to all employees of the Vendors.

24. COVID-19 AND OTHER EPIDEMIC/PANDEMIC VACCINATIONS

24.1 All Vendors and their associates shall comply with the requirements of all relevant laws and with any instructions and requirements issued by the relevant authorities. In the event of any outbreak of illness of an epidemic/pandemic nature, the Vendors shall comply with and carry out such regulations, orders, guidelines and requirements as may be made by the Employer or the local medical or health authorities for the purpose of dealing with and overcoming the same.

24.2 With the current Covid-19 pandemic, the Employer is hereby imposing requirements on Vendors entering the Employer's premises to be completely vaccinated for COVID-19 and shall produce the Employer the Covid-19 vaccination digital certificate. On the same note, international Vendors shall produce the Employer proof of vaccination as approved by the health authorities from the country of origin.

24.3 The Vendors shall agree to have future vaccination(s) of COVID-19 and other kind of vaccinations as regulated by the Authorities.

24.4 The Employer reserves the right to refuse entry to the Employer's premises should the Vendors fail to produce proof of vaccination.

25. GENERAL

25.1. Dispute

If any dispute or difference shall arise between the Employer or the Vendor, either during the Deliverables period or after the expiration or upon breach of this Contract or after the determination of the Vendor's employment, as to any matter or thing of whatsoever nature arising under this Contract, such dispute or difference shall first be resolved by way of mutual agreement failing which the dispute or difference shall be referred to the arbitration on the application of either party thereto. The dispute or difference, if referred for arbitration shall be held in Kuala Lumpur and conducted in accordance with the Arbitration Act 2005. The award of the Arbitrator shall be final and binding on the parties.

25.2. Waiver

Any party's delay or failure to exercise any of its rights under this Contract shall not be deemed or construed to operate as that party's waiver of any such rights.

25.3. Amendments

The Vendor agrees that the Employer shall possess the absolute discretion to amend, vary, modify or waive this Contract as and when the Employer deems fit and the Vendor shall be deemed to have been duly notified of the amendments once the Employer posted such amendments on the relevant websites and unless otherwise excluded by the Employer, the amended Contract (if any) shall be binding on the existing PO between the Vendor and the Employer and the Vendor shall be deemed to have agreed and accepted such amendments.

25.4. **Time**

Time, whenever mentioned in this Contract shall be of the essence.

25.5. **Notice**

(i) All notices and/or other communications hereunder shall be in writing, and shall be addressed to the respective parties at the address specified in the PO and such notices and/or any communication thereof shall be considered delivered when:

(a) delivered personally with an acknowledgment receipt;
(b) sent by confirmed facsimile;
(c) sent by commercial overnight courier with written verification receipt; or
(d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

(ii) In the event that the Vendor fails to inform the Employer of such an address or any changes made thereto, notices or instructions shall be deemed to have been served upon the Vendor if they are sent to the address stated in the PO.

25.6. **Governing Law**

This Contract shall in all respect be governed by the law of Malaysia including any such laws passed or made or coming into force during the period of this Contract. The Malaysian Court shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Contract and the Vendor hereby submits to the jurisdiction of Malaysian Courts for the purpose of any such action and proceedings.

25.7. **Successors-in-title**

This Contract shall be binding upon the successors in title of the Parties.

25.8. **Cost and Expense**

The Vendor shall bear its own legal cost and expenses for the preparation and execution of this Contract.

24.9 **Invalidity**

If at any time any provision of this Contract is or becomes illegal, invalid or unenforceable under any laws or regulations, the legality, validity and enforceability of the remaining provisions of this Contract shall not be affected or impaired thereof.

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