

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 the Purchase Order and 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;
“Contract Agreement”	means any existing Contract Agreement entered into between the Employer and the Vendor before the existence of any Submission Document which cover the Supplies described in this Purchase Order;
“Date for Completion”	means the end date fixed and stated in the Purchase Order or any extended date granted by the Employer;
“Employer”	means Malaysia Airports Holdings Berhad or its subsidiaries who issued and named in 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;
“Purchase Price”	means the price stated in the Purchase Order which includes all taxes, duties, costs, charges (including any delivery, packaging, carriage, shipping and insurance costs);
“Purchase Order” or “PO”	means an order for the Supplies of Goods and/or Works and/or Services to be provided by the Vendor and the corresponding purchase price to be paid by the Employer subject to this General Terms and Conditions for Purchasing;
“Services”	means the services to be rendered and/or performed and/or supplied by the Vendor for the Employer as specified in the PO;
“Submission Document”	means any documents which form part of this PO and may consist of the followings: a) Priced Request for Quotation (RFQ) Submission; or b) Vendor’s Proposal; or c) Priced Quotation Document/Tender Document
“Supplies”	means the Supplies of Goods and/or Works and/or Services under this PO;
“Vendor”	means the person or persons, partnership, firm or company who provides Supplies as specified in the PO;
“Works”	means the deliverables, goods and/or services required to be provided by the Vendor from time to time pursuant to the PO.

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 Supplies in accordance with this Contract. Nevertheless in the existence of Contract Agreement between the Employer and Vendor, the terms of the Contract Agreement shall prevail over the terms of the Contract in the event of any inconsistencies thereof.
- 3.2 Upon acceptance of the PO by the Vendor, the Vendor is deemed to have read, understood and agreed to comply with all of the General Terms and Conditions for Purchasing 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 Supplies or similar to the Vendor.
- 3.4 The Vendor must quote the PO number in all invoices and/or all delivery orders issued to the Employer.

4. VENDOR'S COVENANTS, OBLIGATIONS AND REPRESENTATION

4.1 Covenant in relation to the delivery of Goods

- a) The Vendor shall provide and/or deliver the Goods described in the PO and shall warrants that all Goods shall:
 - (i) conform to any samples, specifications, drawings or other description furnished by the Employer; and
 - (ii) be new, of merchantable quality, free from any defect in material or workmanship, and fit for any purpose expressly disclosed by the Employer to the Vendor.
- b) In the event where 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 therefor.
- c) The Goods shall not be deemed or construed to be delivered until actually received by the Employer at the place designated in the PO and the Vendor shall not deliver the Goods in instalments without the Employer's written consent.
- d) The Vendor will notify the Employer immediately in writing if the Goods cannot be delivered in the quantities or within the period specified in the PO.
- e) All Goods will be properly classified, described, packaged, marked and labelled by the Vendor for shipment, and shall be in proper condition for shipping.

4.2 Covenant in relation to Services and/or Works

The Vendor hereby covenant to provide, perform and/or supply the Services and/or Works, as follows:

- a) The Vendor shall complete the Services and/or Works on or by the Date of Completion.
- b) The Vendor shall perform the Services and/or Works 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.
- c) The Vendor shall ensure that all persons it employs or retains to perform the Services and/or Works are competent to perform it and are properly trained, instructed and supervised and shall not change any persons it employs or retains to perform the Works/Services without prior written approval from the Employer.
- d) The Vendor shall supply and pay all labour, materials, supplies, equipment, facilities, approvals and licenses necessary or advisable to perform its obligations under this Contract.
- e) The Vendor shall use Goods of the best quality, best standards practice and techniques in the performance of this Contract and shall ensure that all goods and materials used shall be free from any defect in 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 Services and/or Works as stipulated in the PO (in which the Contract value is above RM 50,000.00), deposit with the Employer a sum equivalent to five percent (5%) of the Purchase Price for the due observance and performance of this Contract (hereinafter referred as "Performance Bond").
- (ii) The Performance Bond shall remain valid and effective throughout the period of Supplies as stated in the PO ("Contract Period") and for a further six (6) months period after the completion of rectification of any defective Services and/or Works as specified by the Employer pursuant to sub-clause 4.5.
- (iii) The amount for the Performance Bond shall be as per sub-clause 4.3(a)(i) above and maintained by the Vendor throughout the period stipulated in sub-clause 4.3(a)(ii).
- (iv) 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).

- (v) The Performance Bond or any balances thereof shall only be refunded accordingly subject to sub-clause 4.3(a)(ii).
- (vi) 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 to 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 period of this PO.

4.4 Inspection and Testing

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

- a) permit any representative of the Employer to attend at the place designated in the PO by the Vendor; and
- b) provide all reasonable assistance to any representative of the Employer for the purpose of inspection.

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

4.5 Defect in Goods and/or Services and/or Works

a) Defect in Goods

- (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 (hereinafter referred to as "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 Services and/or Works

- (i) In the event that there is any defect, 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**

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 of 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 Services and/or Works

- (i) Upon it becoming reasonably apparent that the progress of the Services and/or Works is delayed, the Employer shall reserve the right to either:-
 - grant 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 Services and/or Works; or
 - reject such extension of time and the Contract shall be terminated in accordance with the provisions herein.
- (ii) If the Vendor persistently fail to perform the Services and/or Works under this Contract then the Employer shall have the right to take action under Clause 7 herein. The Employer shall not be responsible or liable for any losses, damage, costs or expenses suffered or incurred by the Vendor as a consequence of the 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 Services and/or Works pursuant to this Contract, the Vendor shall obtain all necessary employment authorizations prior to the commencement of any Services and/or Works with the Employer. The foreign workers shall be under full responsibility of the Vendor at all times throughout the period stipulated for the Services and/or Works and/or any extension 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 Supplies 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 Supplies as stipulated in the Contract;
- 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 Supplies and other obligations under this Contract;
- e) The Vendor has necessary financial and technical capability to provide the Supplies;
- f) The Vendor shall make available all resources and technology and knowhow as may be necessary for the performance of the Supplies 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, where 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 Supplies 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 Services and/or Works;
- (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 Services and other obligations by the Contractor 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 Supplies 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 Contract Period, 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 Supplies 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 Supplies 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. PAYMENT AND TAXES

- 10.1. Once it is satisfied that the Vendor has satisfactorily complied with the PO and all defects have been remedied and rectified, the Employer shall within sixty (60) calendar days from the receipt of invoice from the Vendor, make payment to the Vendor of the amount stated in the invoice.
- 10.2. Prices or fees specified in the PO will be exclusive of GST, but inclusive of any other incidental costs and taxes including without limitation all freight, insurance 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. The Vendor shall further use its best effort to assist Employer in all legal efforts to minimize the taxes resulting from the performance of this PO.
- 10.3. The Vendor shall continue to provide the Supplies 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 Contract Sum and any other charges payables under this Contract are inclusive of sales, 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 Contract Sum 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 Supplies under this Contract 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 and material and parts for Services and/or Works (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 and material and parts for Services and/or Works.

15.2 The Vendor shall ensure that the Supplies 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 Services/Supplies and the Vendor shall comply with relevant policies, procedures and directives of the Government of Malaysia and Malaysian Authorities in the performance of the Services/Supplies 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 the 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

17.1 Any act or attempt to corruptly offer or give, solicit or receive any gratification to and from any person in connection with this Contract is a criminal offence under the Malaysian Anti-Corruption Commission Act 2009 (Act 694) or any law amending or replacing such law.

17.2 The Vendor shall not, and shall procure that his directors, employees, agents and subcontractors who are involved in this Contract shall not give, promise or offer any gratifications or an advantage as defined in the Malaysian Anti-Corruption Commission Act 2009 (Act 694) or any law amending or

replacing such law to any member and/or staff of the Employer, State or Local Authorities, any approving Institutions, etc in relation to this Contract.

- 17.3 The Vendor shall take all necessary measures to ensure that its directors, employees, agents and sub-contractors are aware and strictly adhere to the aforesaid prohibition failing which the Employer has the exclusive right to terminate the Vendor's employment under this Contract and the Employer may blacklist the Vendor for any future transaction.
- 17.4 If any person offers or gives any gratification to any members of the public service, and/or staff of the Employer, State or Local Authorities, any approving Institutions, etc. in relation to this Contract, the Parties shall at the earliest opportunity thereafter lodge a report at the nearest office of the Malaysian Anti-Corruption Commission or police station. Failure to do so is an offence under the Malaysian Anti-Corruption Commission Act 2009 (Act 694).

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

The Vendor is required to comply with all the requirement of ISO 14001 : 2004, ISO 9001 : 2008, ISO/IEC 27001 : 2005 and OHSAS 18001 : 2007 which the organization subscribes (if applicable) throughout the Supplies made to the above subsidiary within the KLIA surrounding.

22. SAFETY, HEALTH AND ENVIRONMENT REQUIREMENT

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.

22.2 The Vendor shall ensure fully compliance with all Safety, Health and Environment (SHE) policies as follows:

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

23. GENERAL

23.1 Dispute

If any dispute or difference shall arise between the Employer or the Vendor, either during the Contract 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.

23.2 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.

23.3 Amendments

The Vendor agrees that the Employer shall possess the absolute discretion to amend, vary, modify or waive this General Terms and Conditions for Purchasing 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 General Terms and Conditions for Purchasing (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.

23.4 Time

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

23.5 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.

23.6 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.

23.7 Successors-in-title

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

23.8 Cost and Expense

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

23.9 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.
