

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

1. DEFINITIONS

In this General Terms and Conditions (the “**Conditions**”), unless the context otherwise requires, the following expressions shall have the meanings assigned to them below:

“**Buyer**” means Reservoir Link Energy Bhd and includes its subsidiaries, related corporations, and affiliated companies issuing the Purchase Order.

“**Force Majeure**” means any event beyond the reasonable control of the affected Party, including but not limited to acts of God, war, terrorism, riot, civil commotion, epidemic, pandemic, fire, flood, earthquake, storm, government sanctions, embargo, or any law, regulation, or order of any governmental authority. For the avoidance of doubt, Force Majeure shall not include any event arising from the Seller’s negligence, wilful default, shortage of labour, materials, or equipment (unless caused by an event of Force Majeure), or the Seller’s financial difficulties.

“**Seller**” means the company, firm, or individual identified in the PO.

“**PO**” or “**Purchase Order**” means the Buyer’s official purchase order to which the Conditions are annexed or incorporated by reference.

“**Contract**” means the agreement for the sale and purchase of Goods and/or Services formed upon acceptance of the PO by the Seller and governed by the Conditions.

“**Goods**” means the goods (including any instalment or part thereof) described in the PO.

“**Services**” means the services described in the PO.

“**Price**” means the price payable for the Goods and/or the charges payable for the Services, as specified in the PO.

“**Delivery Address**” means the delivery location specified in the PO.

“**Specification**” means any plans, drawings, data, technical requirements, or other information relating to the Goods and/or Services.

“**Related Parties**” means, in relation to a party, its affiliates, directors, officers, employees, agents, contractors, and representatives involved in the performance of the Contract.

“**Writing**” includes email and any other form of written communication that produces a permanent record.

“**Working Day**” means a day (other than a Saturday, Sunday, or public holiday in Malaysia) on which banks in Kuala Lumpur are open for business.

Buyer and Seller shall hereinafter be referred to collectively as “the **Parties**” and individually as “the **Party**”, where the context so requires.

2. BASIS OF PURCHASE

2.1 The PO constitutes an offer by the Buyer to purchase the Goods and/or procure the Services subject to the Conditions. The Seller acknowledges, agrees, and declares that acceptance of the PO

constitutes irrevocable acceptance of the Conditions.

2.2 The Conditions shall apply to the Contract to the exclusion of any other terms and conditions, including any terms contained in any quotation, acknowledgement, invoice, or other document issued by the Seller, or which the Seller purports to apply.

2.3 The PO, together with any annexes, schedules, or supplemental documents issued by the Buyer, which shall include the Conditions, shall, upon acceptance by the Seller, constitute the entire agreement between the parties and supersede all prior communications, negotiations, representations, or agreements, whether oral or written, relating to its subject matter.

2.4 The Seller shall, within three (3) Working Days of receipt of the PO, either accept or reject the PO in Writing.

2.5 Without prejudice to Clause 2.4, any of the following shall constitute the Seller’s unconditional acceptance of the PO and the Conditions:

- (a) written acknowledgement of the PO;
- (b) commencement of performance, including the supply of any Goods or provision of any Services; or
- (c) acceptance of any payment from the Buyer.

Any additional or different terms proposed by the Seller shall be void and of no effect unless expressly agreed in Writing by the Buyer.

2.6 Until the PO is accepted by the Seller, the Buyer reserves the right to cancel the PO or reject and return any Goods delivered, at the Seller’s cost and risk. In the event of any conflict between the Conditions and any terms proposed by the Seller, the Conditions shall prevail unless otherwise expressly agreed in Writing by the Buyer.

2.7 In the event of any inconsistency between the terms of the PO, its annexes, schedules, or the Conditions, the following order of precedence shall apply unless otherwise stated in the PO:

- (a) the PO (including any special conditions stated therein);
- (b) the annexes and schedules; and
- (c) the Conditions.

2.8 No variation, amendment, or waiver of the PO or the Conditions shall be binding unless agreed in Writing and signed by the authorised representatives of both parties.

3. SPECIFICATIONS AND IDENTIFICATION

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in the Conditions, be as specified in the PO and/or in any applicable Specification required in Writing by the Buyer to the Seller or agreed in Writing by the Buyer.

3.2 The Buyer shall have the right to change from time to time any Specification or instructions for the Goods and/or the Services covered by the PO and the Seller agrees to comply with such change notices. If such changes result in a decrease or increase in the Seller’s cost or in the time for the delivery or performance, an adjustment in the Price and time for the delivery or performance may be

made by the Parties in Writing, provided however that the Seller shall notify the Buyer of the request for such adjustments within ten (10) Working days after receipt by it of the change notice. Notwithstanding anything in this Clause, such adjustment shall only be valid if Buyer's has agreed to it.

- 3.3 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 3.4 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
- 3.5 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing, or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 3.6 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven (7) days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.7 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course of business.

4. PRICE OF THE GOODS AND SERVICES

- 4.1 The Price for the Goods and/or Services shall be as stated in the PO and, unless otherwise expressly stated in the PO, shall:
 - (a) be exclusive of any applicable value added tax, goods and services tax, sales and service tax, or any other similar indirect taxes ("Taxes"), which shall be payable by the Buyer subject to receipt of a valid tax invoice compliant with applicable laws; and
 - (b) be inclusive of all other costs and charges, including but not limited to packaging, packing, labelling, loading, shipping, carriage, insurance, and delivery of the Goods to the Delivery Address, as well as all applicable duties, customs, imposts, and levies, in accordance with the applicable Incoterms® 2020 specified in the PO.
- 4.2 The Price shall be firm and fixed. No increase in the Price shall be permitted for any reason whatsoever (including, without limitation, increases in the cost of materials, labour, transportation, or fluctuations in exchange rates) without the Buyer's prior written consent.

- 4.3 The Buyer shall be entitled to the benefit of any discount, rebate, or more favourable pricing terms for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller, whether or not such benefits are expressly stated in the PO or the Seller's terms and conditions.

5. TERMS OF PAYMENT

- 5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, duly completed to the satisfaction of the Buyer. Shall completion shall be evidenced by the Buyer's issuance of a Delivery Order ("DO") or Service Report ("SR") or Job Completion Report ("JCR") by the Buyer, as applicable. Each invoice shall quote the PO number.
- 5.2 Notwithstanding Sub-clause 5.1, the Seller shall submit to the Buyer its final invoice in respect of the PO no later than three (3) months after the issuance of a DO or SR or JCR as applicable, pursuant to Clause 5.1. The Buyer shall not be liable for, and the Seller releases the Buyer from liability for the payment of any invoice(s) submitted more than three (3) months after the issuance of the DO or SR or JCR.
- 5.3 Unless otherwise stated in the PO, or as agreed otherwise in Writing between the authorized representatives of the Buyer and the Seller, the Buyer shall pay the Price of the Goods or the Services within **thirty (30) Working Days** from the date of the DO or SR or JCR, as applicable.
- 5.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. INVOICING INSTRUCTIONS

- 6.1 All invoice submissions for payment shall be supported by the following documents, failing which the Parties agree that such invoice shall be deemed incomplete for processing:
 - (a) Valid and approved PO;
 - (b) Approved DO or SR or JCR, as applicable;
 - (c) Approved timesheet for personnel and equipment, as applicable; and
 - (d) Any other documentation as specified by the Buyer or authorized person-in-charge of the Buyer to indicate the duly completion for the delivery of the Goods or performance of the Services.
- 6.2 Any incorrect tax invoice or without the minimum supporting documents stipulated above will be rejected and/or disputed by the Buyer.
- 6.3 The Buyer shall, at its absolute discretion, inform the Seller of such rejection and/or disputed invoice.
- 6.4 The Seller shall, at its own cost, respond and/or provide the supporting documents stipulated above immediately.
- 6.5 The commencement of the contractual ageing date for the original invoice/tax invoice shall be on the date of receipt of the correct and complete invoice and supporting documents from the Seller to the Buyer.

- 6.6 Tax invoice with supporting documents must be issued out by hand or via email to the buyer's person-in-charge, complete with specified information, unless informed otherwise in writing, as follows:

Attention: Account Payable Department
Email address: finance@reservoirlink.com
Compulsory Information:

- (a) Company Full Name (Buyer & Seller);
 - (b) Invoice Number, Invoice Date, PO Number, DO Number;
 - (c) Valid Bank Details for payment purposes;
 - (d) Any other information as may be required by the Buyer.
- 6.7 In the event that it requires under the applicable laws, the Buyer shall withhold taxes from payment to the Seller (Withholding Tax). Upon payment of the amount withheld to the appropriate government entity or agency, such amount withheld shall be deemed payment to the Seller, and the Buyer shall have no further obligation to pay such amount to the Seller.

7. DELIVERY

- 7.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the PO, in either case during the Buyer's usual business hours.
- 7.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the PO, the Seller shall provide the Buyer with the date of delivery within seven (7) days from date of PO placement.
- 7.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 7.4 A packing note quoting the number of the PO must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 7.5 The Buyer shall be entitled to reject any Goods delivered or Services performed which are not in accordance with the Contract and shall not be deemed to have accepted any Goods or Services until the Buyer has had a reasonable time to inspect them following the delivery or, if later, within a ninety (90) days after any latent defect in the Goods or Services has become apparent.
- 7.6 The Seller shall provide the Buyer with all instructions and information necessary to enable the Buyer to accept delivery of the Goods and performance of the Services sufficiently in advance of delivery or performance.
- 7.7 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 7.8 The Buyer shall, as the case may be, upon proper verification within five (5) Working Days from the date the Goods are received and the Services are

performed, issue a DO or SR or JCR to certify that the Goods and Services are accepted in accordance with the Contract and its Specification.

- 7.9 The acceptance of the Goods described is not a waiver of any right of action that Buyer may have for breach of warranty or any other claim available at law or in equity.

8. RISK AND PROPERTY

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer's Delivery Address in accordance with the Contract and/or upon issuance of the DO or SR or JCR.
- 8.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.
- 8.3 The Seller warrants to the Buyer that the Goods shall, at the date of delivery to the Delivery Address and for a period of time as set forth in the PO or otherwise for a period of **twelve (12) months** from the date of delivery (or such longer period as may be specified in the PO) (the "**Warranty Period**"):
 - (a) be of satisfactory quality and fit for any purpose expressly or impliedly made known to the Buyer in Writing at the time the PO is placed;
 - (b) be free from defects in design, material, and workmanship;
 - (c) correspond with any applicable Specification, drawings, or approved samples; and
 - (d) comply with all applicable laws, regulations, and statutory requirements relating to the manufacture, sale, and supply of the Goods.
- 8.4 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 8.5 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:
 - (a) To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven (7) days or any other period to be specified by the Buyer; or
 - (b) At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid in respect of such Goods or Services which shall not at such time have been supplied or performed in accordance with the Contract, including, but not limited to, such Goods or Services as Buyer reasonably rejects as not having been so supplied or performed in accordance with the Contract.

8.6 The Seller shall indemnify and hold harmless the Buyer in full against all liability, loss, damages, costs, and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- (a) Breach of any warranty given by the Seller in relation to the Goods or the Services;
- (b) Any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from direct and specific compliance with any Specification supplied by the Buyer;
- (c) Any liability under the relevant and applicable consumer protection legislation in respect of the Goods;
- (d) Any act or omission of the Seller or its employees, agents, or sub-contractors in supplying, delivering, and installing the Goods; and
- (e) Any act or omission of the Seller or its employees, agents, or sub-contractors in connection with the performance of the Services.

8.7 The Seller shall indemnify and hold harmless the Buyer against all loss and liability for all personal injury and property damage caused by the Goods and/or by any other items furnished or Services performed by Seller pursuant to the PO, whether performed on the premises of the Seller or the Buyer or elsewhere. The Seller shall carry and maintain insurance coverage satisfactory to the Buyer to cover the above, and, upon the Buyer's request, shall furnish to the Buyer appropriate evidence of such insurance.

8.8 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is due to causes beyond that party's reasonable control.

9. INDEMNITY AND LIABILITY

9.1 The Seller shall indemnify, defend, and hold harmless the Buyer and its Related Parties (collectively, the "Buyer Group") from and against all claims, proceedings, demands, losses, damages, costs, and expenses (including legal fees on a full indemnity basis) arising out of or in connection with:

- (a) any breach of the Conditions by the Seller; and
- (b) any damage, loss, or injury (including death) to any person or property caused by any act or omission (whether negligent or otherwise) of the Seller, its employees, agents, or subcontractors, except to the extent that such damage, loss, or injury is caused solely by the negligence of the Buyer.

9.2 The Seller shall be liable for, and shall indemnify the Buyer against, any loss of or damage to any work, materials, or equipment arising prior to delivery in accordance with the Contract. Such liability shall include, without limitation:

- (a) loss or damage to property;

- (b) injury to or death of personnel;
- (c) claims by third parties; and
- (d) pollution or environmental damage arising from the performance of the Contract.

9.3 Subject to Clause 9.4, neither Party shall be liable to the other for any indirect, incidental, or consequential losses, including but not limited to loss of profit, loss of revenue, loss of production, or loss of business opportunity, arising out of or in connection with this PO, whether in contract, tort, or otherwise.

9.4 Notwithstanding anything to the contrary in this PO, the Seller's total aggregate liability under or in connection with this PO shall not exceed one hundred percent (100%) of the PO value.

10. HSE POLICIES

10.1 The Seller shall take full responsibility for the adequacy, stability and safety of the performance of the works and shall ensure compliance by its employees, servants, agents and/or sub-contractors with the provisions of any prevailing law, order, regulation, ordinance, directives or standards at present or hereafter in force including without limitation, the provisions of the Occupational Safety and Health Act 1994, Environmental Quality Act 1974 and Factories and Machinery Act 1967 and any amendments and/ or revisions thereto.

10.2 The Seller shall be responsible and shall at all times provide adequate and competent supervision and personnel for all works in ensuring all its employees, servants, agents, and sub-contractors strictly adhere to all safety and health laws/rules and requirements. The Seller shall at its own expense implement the necessary safety and health management systems, hazard management programme and waste management programme and shall at its own costs and expenses, provide the necessary tools, equipment, protective gears, uniforms, footwear, and such other appliances as may be necessary or required by law or regulation for the proper and safe execution of the works.

10.3 The Seller shall ensure that all equipment, tools, facilities, and other items used by its personnel in the execution of the works shall be in a safe, sound, good and working condition and shall be safely and competently operated and Seller shall obtain all required permits and/or certificates of fitness. Seller shall be responsible for any violation of any safety or health standards on Buyer's premises in providing the works and shall immediately remedy any condition giving rise to such violations and shall indemnify and hold Buyer harmless from any penalty, fine or liability in connection therewith.

10.4 The failure of Seller to adhere to Buyer's applicable Health Safety and Environment requirements shall be deemed as a default by Seller and may constitute as a breach of the Contract.

10.5 Buyer shall have the right to prohibit the commencement of works if the work conditions is considered to be unsafe or do not comply with Buyer's HSE requirements. Any costs incurred by Seller as a result of any delays or actions taken or required which arise in any way in connection with

this clause shall be at Seller's sole expense and shall not entitle Seller to any compensation thereof.

11. TERMINATION AND CANCELLATION

11.1 Cancellation for Convenience. The Buyer shall be entitled to cancel the PO in respect of all or part only of the Goods and/ or the Services by giving seven (7) days' notice to the Seller at any time prior to expected delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller a sum equal to the actual and reasonable costs properly incurred by the Seller in connection with the cancelled Goods or Services up to the date of cancellation, less the Seller's net saving of cost arising from such cancellation. The Seller shall, within fourteen (14) days of receipt of the Buyer's notice of cancellation, provide to the Buyer a detailed breakdown of such costs with supporting documentation. In the absence of such substantiation, the Buyer shall have no liability to the Seller in respect of the cancelled Goods or Services.

11.2 Early Cancellation. Notwithstanding Clause 11.1, if the Buyer cancels the PO prior to the commencement of production, manufacture, or performance of the Services by the Seller, the Buyer shall have no liability to the Seller, provided that the Buyer gives the Seller at least seven (7) days' notice of such cancellation.

11.3 Termination for Cause. The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

- (a) Seller makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (b) An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
- (c) The Seller ceases, or threatens to cease, to carry on business; or
- (d) The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly; or
- (e) The Goods and/ or any other items furnished or Services performed by the Seller pursuant to the PO do not meet the Seller's description, specifications and/or quality standards, and the Seller fails to remedy such non-conformity within seven (7) days of receiving written notice from the Buyer;
- (f) The Seller commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days of receipt of written notice from the Buyer requiring it to do so; or
- (g) The Seller fails to deliver the Goods or perform the Services by the date(s) specified in the PO and such failure continues for more than seven (7) days after written notice from the Buyer.

11.4 Upon termination of the Contract pursuant to Clause 1.2, the Buyer shall not be liable to make any further payments to the Seller (save in respect of Goods delivered and accepted or Services satisfactorily performed prior to the date of termination), and the Buyer shall be entitled to recover from the Seller any costs, losses, or damages arising from the Seller's default, including the costs of sourcing substitute goods or services from an alternative supplier.

11.5 In the event of cancellation or termination under this Clause 1, any Goods already delivered to and accepted by the Buyer shall be paid for in accordance with the Contract. Any Goods in transit at the date of cancellation or termination shall, at the Buyer's option, either be (i) accepted and paid for, or (ii) returned to the Seller at the Seller's cost. The Seller shall promptly refund to the Buyer any sums paid in advance in respect of Goods not delivered or Services not performed.

11.6 If a Party is prevented or delayed by an event of Force Majeure (as defined in Clause 1) in the performance of any of its obligations under the PO and gives written notice thereof to the other Party specifying the matters constituting the Force Majeure event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then such Party shall be excused from the performance or punctual performance of its obligations under the PO from the date of such notice for so long as such cause of prevention or delay shall continue, and neither Party shall be liable for any costs, expenses, or damages incurred as a result thereof.

11.7 If the Force Majeure event continues for a period exceeding sixty (60) days, either Party may terminate the Contract by giving fourteen (14) days' written notice to the other Party, in which event neither Party shall have any liability to the other except in respect of Goods delivered and accepted or Services satisfactorily performed prior to the date of termination.

11.8 The Party claiming Force Majeure shall use all reasonable endeavours to mitigate the effects of the Force Majeure event on the performance of its obligations under the PO and shall resume performance as soon as reasonably practicable after the Force Majeure event ceases.

11.9 Termination or cancellation of the Contract, howsoever arising, shall not affect the accrued rights, remedies, obligations, or liabilities of the Parties as at the date of termination or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. GENERAL

12.1 The Seller agrees that whenever any actual or potential labour dispute delays or threatens to delay

the timely performance of the PO, the Seller shall immediately give notice thereof to the Buyer. The Seller agrees to insert the substance of this clause in any lower tier subcontract hereunder as to which a labour dispute may delay the timely performance of the PO, except that each such lower tier subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labour dispute, the lower tier subcontractor shall immediately notify its next higher tier contractor of all relevant information with respect to such disputes.

- 12.2 All written information obtained by the Seller from the Buyer in connection with the PO and which is identified as proprietary is received in confidence and shall remain the property of the Buyer and shall be used and disclosed by the Seller only to the extent necessary for the performance of the PO and as agreed to by the Buyer.
- 12.3 If the Buyer furnishes the Seller material or equipment or pays for such material or equipment, title thereto shall remain or vest in the Buyer and Seller shall identify, maintain, and preserve such material and equipment in accordance with the Buyer's direction.
- 12.4 The Seller shall furnish upon the Buyer's request, waivers by the Seller and all other persons entitled to assert any lien rights in connection with the performance of the PO.
- 12.5 The Seller shall not, without the prior written consent of the Buyer, make or authorize any news release, advertisement, or any disclosure which shall confirm or deny the existence of the PO.
- 12.6 The PO is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations under the Contract without consent from the Buyer.
- 12.7 Any notice required or permitted to be given by either party to the other under the Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. A notice may also be delivered by email, to the email address last notified in writing by the receiving party to the sending party, and such notice shall be deemed received on the date of transmission provided that no delivery failure notification is received by the sender.
- 12.8 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.9 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.10 Unless otherwise agreed in writing, this contract shall in all respects be construed and governed by the law of Malaysia and the Parties submit to the exclusive jurisdiction of the Courts of Malaysia.

13. LIQUIDATED DAMAGES

- 13.1 For the late delivery of the Goods, Buyer shall impose liquidated damages of one percent (1%) per day for up to a maximum of ten percent (10%) of the total PO value. Liquidated Damages shall be calculated after the Delivery Date as specified in the PO.

14. ANTI-BRIBERY AND CORRUPTION POLICIES AND LAWS

- 14.1 Each Party represents, warrants and covenants that it and its affiliates, any subcontractors, representatives or agents, officers or directors or employees or other persons acting on behalf of any Party or any of its affiliates:
 - (a) have not made, offered, or authorised and will not make, offer, or authorise, whether directly or through any other person or entity, any unlawful or prohibited payment;
 - (b) will not request any service, action or inaction by any other person or entity which would constitute a violation of any law;
 - (c) will maintain internal controls to avoid the making of unlawful or prohibited payments and keep books, accounts and records that properly, fairly and accurately record and report all transactions; and
 - (d) will comply with all relevant legislation pertaining to anti-bribery and corruption including but not limited to Buyer Group's Code of Business Conduct ("COBC"), Anti Bribery And Corruption Policy ("ABC"), and Whistleblowing Policies (can be obtained from: <https://reservoirlink.com/investors/corporate-governance/>) and other applicable rules, regulations, policies, procedures, guidelines and requirements as updated from time to time.

15. INSURANCE

- 15.1 Without prejudice to Seller's indemnity set forth above, Seller shall affect or cause to be affected all relevant insurances as necessary and/ or as required by law to cover any services to be carried out or performance of the works pursuant to this PO. It is expressly hereby agreed that the responsibility and liability for any loss and damage to Seller's property shall remain solely with Seller.
- 15.2 Seller shall procure and maintain the insurances at its own cost and the insurance shall need to be maintained in full force and effect throughout the entire duration of the Contract.
- 15.3 Seller shall provide Buyer upon request evidence of such coverage as required.

16. PERSONAL DATA PROTECTION

- 16.1 The Parties shall ensure compliance with the relevant privacy and applicable laws as well as the Personal Data Protection Act 2010 ("PDPA") (including all of its amendments and revisions thereto). The Parties shall also be fully responsible

to ensure that any confidential information pertaining to personal data furnished to it by each Party shall be collected, stored, processed, used, or otherwise dealt with (collectively, "**Process**") solely for the purpose of this Contract and the Works and shall be in full compliance with the requirements under the PDPA and it shall not result in the violation or contravention of the PDPA by either Party.

17. PUBLIC ANNOUNCEMENTS

- 17.1 No Party shall make any public announcement, media release, publication, or disclosure relating to this PO or the Projects without the prior written consent of the other Parties.
- 17.2 Where disclosure is required under the listing requirements, the disclosing Party shall, to the extent reasonably practicable and permissible, provide the other Parties with prior notice and the opportunity to review the relevant announcement before it is released.

18. CONFIDENTIALITY

- 18.1 Each Party shall treat as strictly confidential all information (whether written, oral, electronic, or in any other form) obtained from the other Party in connection with this Contract, including but not limited to commercial, financial, technical, and operational information ("**Confidential Information**"). Neither Party shall disclose any Confidential Information to any third party, nor use it for any purpose other than the performance of its obligations under this Contract, without the prior written consent of the disclosing Party. This obligation shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was lawfully in the receiving Party's possession prior to disclosure; (c) is independently developed by the receiving Party without reference to the Confidential Information; or (d) is required to be disclosed by law, regulation, or order of a court or competent authority, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement to the extent permitted by law. The obligations under this Clause shall survive termination or expiry of the Contract for a period of three (3) years.

19. DISPUTE RESOLUTION

- 19.1 Both Buyer & Seller shall take all reasonable measures to settle any dispute arising from the interpretation or application of the Contract including any other documents pertaining thereto, amicably by way of negotiation. For avoidance of doubt a "dispute" means any disagreement and/or differences in opinion and/or interpretation between the Parties on a certain issue.
- 19.2 Any dispute arising out of or in connection with the PO, which could not be resolved amicably shall be referred to and determined by arbitration in accordance with the prevailing Malaysian Arbitration Act.
- 19.3 The arbitration shall be held in Kuala Lumpur, conducted in the English language by one arbitrator appointed in accordance with the Rules of the Asian

International Arbitration Centre, which is the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

20. GOVERNING LAW

- 20.1 This PO shall be governed by and construed in accordance with the laws of Malaysia.