

Purchase order PO-001385-1

Purchase order no	PO-001385-1
Supplier acc no	PTRIG-ID-USD
Date	08/09/2020
Our Contact	Nur'ain Hidayah binti Sam nurain.hidayah@cts-my.com
Supplier reference	Q20207068
Ship date	03/09/2020
Payment Terms	30 Days
VAT Id	199701023405
Currency	USD
Telephone	+603-6092 0093
Fax	+603-6092 3093

Supplier:PT. Rigspek Perkasa
Komp. Kawasan Industri Sekupang Kav.13 Batam
Indonesia**Delivery address:**Cryogenic Tank Services (M) Sdn. Bhd.
Lot 1310, Jalan Batu Arang.
Sungai Bakau, Rawang
Selangor Darul Ehsan,48000
Malaysia**Delivery terms:****Mode of delivery:****Requestor:** Shanny Yap Wen Shan**Email:****Attention:**

Unless specifically agreed in writing, by CTS, all goods and services are supplied in agreement with standard Cryogenic Tanks Services Terms and Conditions

Item No.	Description	Qty.	Unit	Unit Price	Discount	Discount percent	
XSPS1907	8 delegate(s) of 1 day(s) Lifting Gear Inspection (Refresher) Training, Carl Stahl -Evita Certification @USD 380 - per delegate(min. 4 delegates to start) - Yap Wen Shan - Ahmad Anuar Bin Mohamad - Seah Giap Siang - Tamil Selvan A/L Ganapathy - Tham Kam Choy - Rizal Chong Bin Abdullah - Wong Wan Kah - Thang Chin Leong	8.00	Units	380.00	0.00	0.00	3,040.00

Invoice to:	Cryogenic Tank Services (M) Sdn. Bhd. Suite B-05-03, Level 5, Block B, Sky Park @One City, Jalan USJ 25/1,47650 Subang Jaya, Selangor Darul Ehsan, Malaysia						3,040.00
						VAT	0.00
						Total amount	3,040.00

Cryogenic Tank Services (M) Sdn Bhd (“CTS”) Terms & Conditions of Purchase

1. INCORPORATION OF THESE CONDITIONS

The following Terms and Conditions of Purchase (“Conditions”) apply to and are deemed to be incorporated in purchase orders and works service orders (collectively known as “Purchase Order”) set out overleaf relating to the supply of goods (“Goods”) and/or services (“Services”) and in purchasing agreements (“Purchasing Agreement”). Purchasing Agreements and Purchase Orders are collectively known as “Purchase Contracts”.

2. GENERAL

2.1. PURCHASE ORDERS

CTS will be responsible for payment for Goods or Services only if ordered on an official CTS Purchase Order form.

2.2. ACCEPTANCE

Written acknowledgement of the Purchase Order confirming price and quantity or failure by Supplier to notify CTS of Supplier's non-acceptance of the Purchase Order within seven (7) days of the date hereof

or the furnishing of any of the Goods or Services specified in the Purchase Order shall constitute acceptance by Supplier of the Purchase Order and all the Conditions set forth herein. Supplier's execution of the Purchase Contract- (a) is Supplier's acknowledgement that additional or different terms

appearing in Supplier's acceptance are excluded from the Purchase Contract, and (b) if this Purchase Contract is in response to an offer by Supplier, is Supplier's acknowledgement that additional or different terms appearing in Supplier's offer are excluded from this Purchase Contract, unless Supplier notifies CTS to the contrary in writing within seven (7) days of Supplier's receipt hereof. The terms and conditions contained in the Purchase Contract and these Conditions, together with any specifications, drawings or samples approved by CTS relating to the Goods constitute the entire agreement between CTS and Supplier relating to the Goods described on the face hereof, and may hereafter be modified only by writing signed by CTS and Supplier.

2.3. PRICE

2.3.1. Prices shall remain firm and fixed and shall not be subject to any increase or escalation whatsoever for the duration of the Purchase Contract unless otherwise agreed.

2.3.2. Unless otherwise stated in the Purchase Contract, the price of Goods shall be inclusive of the cost of carriage and packing, and the price of Goods or Services shall be inclusive of any duties, taxes, royalties, tariffs or other impositions chargeable on the Goods or Services, and of any other sums whatsoever payable to any person in respect of Goods or Services.

2.3.3. Unless otherwise specified, prices in the Purchase Contract are in expressed in the Malaysia currency and payment will be made in the Malaysia currency.

2.4. PAYMENT

Subject to CTS' right to deduct or set-off any losses, damages, costs and expenses resulting from the Supplier's breach of these Conditions and/or the Purchase Contracts and any outstanding amounts owing by the Supplier to CTS and CTS' related companies, full payment of the monies shall be made within sixty (60) days of the receipt of the Supplier's invoice and after the Goods or Services have been received or rendered and accepted by CTS. Should CTS reject the Goods or Services for good reasons, full payment of the monies shall be made after the defective Goods and/or Services have been rectified to CTS' satisfaction.

2.5. ASSIGNMENT AND SUB-CONTRACTING

Purchase Contracts are made with the Supplier on the basis that the Goods will be supplied and/or the Services performed by the Supplier. No assignment shall be made and no sub-contracting shall be allowed without the specific written consent of CTS.

2.6. MATERIALS PROVIDED BY CTS

The Supplier shall be fully responsible for any loss or damage to material, equipment or other property provided by CTS (“CTS Equipment”) while they are in the Supplier's possession for any purpose connected with the Purchase Contract and shall promptly replace or repair as required by CTS at the Supplier's own cost, any CTS Equipment lost or damaged by the Supplier. If Supplier fails to replace or repair as requested within seven (7) days of CTS' request, CTS may replace or repair the same and shall set off the costs thereof against any sum due to the Supplier.

3. SUPPLY OF GOODS AND SERVICES

3.1. ACCESS

CTS' staff or agents shall be given access at all reasonable times to view the Goods being manufactured by the Supplier or its subcontractors.

3.2. INSPECTION

If the Purchase Contract states “subject to works inspection”, Goods shall be subject to works inspection by CTS inspectors or agents during manufacture. Tests, if called for are to be conducted in the presence of these inspectors. The Supplier shall advise CTS at least seven days in advance when the works are ready for inspection. CTS' inspection shall not relieve the Supplier from its guarantee or its obligation or responsibility to furnish Goods of satisfactory material and workmanship. CTS shall be entitled to waive the right to inspect at any time, without prejudice to its right to reject unsuitable Goods when they arrive at the destination.

3.3. ORIGIN AND TEST CERTIFICATES

CTS reserves the right to call for certificates of raw materials and test certificates for Goods. Such certificates must clearly state CTS' Purchase Order number and the batch number of the raw materials or the serial numbers of the Goods.

3.4. DELIVERY

3.4.1. The Goods shall be properly packed, secured and delivered by the Supplier at the time and at the place and in the manner specified in the Purchase Order. Supplier acknowledges that CTS has strict requirements as to the scheduled delivery and/or completion dates for Goods or Services ordered which are essential to the operation of CTS' business.

3.4.2. The time stipulated for delivery of the Goods or completion of the Services is of the essence and shall not be altered without the express written consent of CTS. The Supplier shall advise CTS immediately in writing of the earliest possible date on which delivery or completion can be made if the Supplier cannot meet the delivery or completion time stipulated but CTS reserves the right to cancel the Purchase Contract if the Goods or Services cannot be or are not delivered or completed within the time stipulated in the Purchase Contract.

3.4.3. If the Supplier should fail to effect delivery or completion of any Goods or Services by the times or dates specified in the Purchase Contracts or fail to supply Goods or Services which conform to the specifications, CTS shall be entitled to purchase such Goods or Services as remain undelivered or uncompleted from other available alternative sources and the Supplier shall make good to CTS all losses, damages, costs, charges and expenses which CTS may sustain or incur by reason of such delay, including any sums which CTS may be required to pay to these other available alternative sources in excess of the price of the Goods or Services which have been undelivered or uncompleted.

3.4.4. The liquidated damages for late delivery is 0.5% per day up to a maximum of 10% of the contract value for every day that the Goods remain undelivered or the Services remain uncompleted.

3.5. TITLE AND RISK

3.5.1. Title in the Goods shall pass to CTS at the time when the Goods are delivered to the destination and only upon acceptance of the Goods by CTS after the inspection.

3.5.2. The Goods shall remain at the Supplier's risk until acceptance by CTS.

3.6. WARRANTIES AND REPRESENTATIONS

Without prejudice to any implied warranty, conditions or other terms, or any duty at common law, the Supplier hereby warrants and represents to CTS that:

3.6.1. the Goods or Services to be supplied under this Purchase Contract are merchantable and fit for purpose;

3.6.2. the Goods or Services will correspond with the specifications at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of delivery of the Goods or the date on which the Services are provided. If CTS gives written

notice to the Supplier within the warranty period of any defect in the Goods arising under proper use from faulty design, materials or workmanship, the Supplier shall at its own cost immediately, and without prejudice to any other right of CTS, replace or repair the defective Goods;

3.6.3. any advice or recommendation given by the Supplier or its agents regarding the transporting, storage, operation or use of the Goods, together with notice of potential hazards and safety precautions to be taken, is true and correct and may be acted upon by CTS at the Supplier's risk; and

3.6.4. in the performance of this order, the Supplier has complied with or will comply with all applicable domestic, foreign, local laws and ordinances including but not limited to any laws relating to goods and their import or export, labeling packaging consumer protection, safety and the provision of guarantees to governmental authorities and all lawful orders, rules and regulations thereunder.

3.7. INTELLECTUAL PROPERTY

3.7.1. The Supplier warrants that the Goods or Services to be supplied do not infringe any intellectual property rights including patents, designs (whether registered or not), copyright and trade marks, and undertakes to indemnify CTS against all royalties or license fees (to the extent not specifically provided for) and against all damages, losses or costs suffered by CTS in respect of any breach of this warranty. The Supplier will give CTS all such support and assistance as CTS reasonably requires in defending any claim that the Goods or Services infringe an intellectual property right. If it should come to CTS' knowledge that a claim may arise under this warranty, CTS reserves the right to determine the Purchase Contract forthwith on written notice and without further liability.

3.7.2. All intellectual property rights, including patents, trade marks, designs and copyright, arising out of the production of the Goods or the performance of the Services specifically for CTS shall belong to CTS unless specifically agreed otherwise by CTS in writing, and the Supplier agrees at CTS' expense to execute all documents and do all such other things as may reasonably be required to assign such rights to CTS. All copies of any designs and drawings and of any other relevant documentation prepared by the Supplier or any third party on Supplier's behalf for the production of the Goods or the performance of the Services shall be provided to CTS on request.

4. OTHER PROVISIONS

4.1. CONFIDENTIALITY

All plans, drawings, specifications, patterns or other technical information, artwork or origination provided by CTS relating to the Goods or Services and all information provided by CTS to the Supplier relating to the Purchase Contract (“Confidential Material”) shall be returned to CTS in good condition upon completion of the Purchase Contract. No such Confidential Material shall be shown nor its contents disclosed to any other person nor shall it be copied or used for any purpose other than for the purpose of the Purchase Contract.

4.2. PUBLIC KNOWLEDGE

The provisions of Clause 4.1 shall not apply to information already known to the Supplier through sources owing no obligation of confidence to CTS or which becomes public knowledge otherwise than through the default of the Supplier.

4.3. DEFAULTS - BANKRUPTCY - CANCELLATION

CTS may cancel the Purchasing Contract in whole or in part without liability to Supplier by written notice: (a) if the Supplier becomes insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any foreign or domestic bankruptcy laws is filed against the Supplier, or if there are any proceedings commenced against Supplier whether in Malaysia or overseas; or (c) if Supplier defaults in performance or shall so fail to make progress in the work as to endanger performance and Supplier does not remedy such default within ten (10) days after written notice by CTS. After receipt of notice of any such cancellation, the Supplier shall automatically transfer to CTS the title of any Goods that have already been delivered. If there should be Services that are not completed and a third party is engaged to complete the Services, the Supplier shall be liable for any additional cost that is above the agreed contract price.

4.4. FORCE MAJEURE

Notwithstanding any other provision of the Purchase Contract, neither party shall be liable to the other party or be deemed to be in breach of the Purchase Contract by reason of any delay in performing, or any failure to perform, any obligations under the Purchase Contract, to the extent that the delay or failure was due to any cause beyond the party's reasonable control and not as a result of that party's negligence or lack of due diligence.

4.5. PUBLICITY

The Supplier shall make no reference to CTS in any publicity release, advertising promotion or any other announcements without CTS' agreement in writing.

4.6. INDEMNITY & INSURANCE

4.6.1. The Supplier shall indemnify CTS against any liability, loss, cost, expense, damage or injury in consequence of a defect in design (other than a design made furnished or specified by CTS), materials or workmanship or any breach by the Supplier of a Purchase Contract except to the extent that such liability, loss, cost, expense damage or injury is due to the negligence of CTS.

4.6.2. Unless otherwise stated in the Purchase Contract, the Supplier shall be deemed to have arranged for and the Supplier's price shall be deemed to include the cost of all necessary insurances. In particular, insurance must be effected for: a) full public and in the case of supply of Goods, product liability insurance for not less than Ringgit Malaysia three millions (RM 3,000,000) for any one incident; and b) Workmen compensation insurance. In both cases the policies shall have CTS as joint-insured with a “Cross-Liability” Clause included and Supplier shall provide evidence of these insurances upon CTS' request.

4.7. WAIVER

No waiver of any rights under this Purchase Contract shall be deemed to be made by CTS unless the same is in writing and signed by CTS or its duly authorized representatives. No waiver by CTS of any breach of the provisions of this Purchase Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

4.8. GOVERNING LAW AND LEGAL CONSTRUCTION

4.8.1. These Conditions and the Purchase Contract shall be governed by and construed in accordance with the Laws of Malaysia.

4.8.2. The headings herein are for guidance only and do not form part of these Conditions.

4.9. DISPUTE RESOLUTION

Any dispute arising out of the Purchase Contract or its performance, which cannot be settled amicably by the parties, shall be finally settled by arbitration in accordance with the Rules for Arbitration of the Regional Centre for Arbitration in Kuala Lumpur. The arbitration award shall be final and binding. The place of arbitration shall be Malaysia.

4.10. ENTIRE AGREEMENT

These Conditions and the Purchase Contract contains the entire agreement between the parties hereto and supersedes all previous writings, understandings and parts of letters of intent or agreements with reference to the subject matter hereof only.

4.11. VALIDITY

Should any provision of these Conditions and the Purchase Contract become invalid or unenforceable, it shall be considered severed and shall not affect the validity of the remainder of these Conditions and the Purchase Contract.

4.12. CONFLICT

Should there be any conflict between these Conditions and the Purchase Contract, the Purchase Contract shall prevail.