DELIVERY & INVOICING INSTRUCTIONS:

A. Instruction for SUPPLIER(S):

Applicable to the supply of the GOODS only:

1. The DELIVERY of DELIVERABLES must be supported with DELIVERY ORDER(S).

2. All DELIVERY ORDERS must be signed and stamped by the MCMC Project Manager on the date of the DELIVERY of the DELIVERABLES unless such DELIVERABLES are rejected by MCMC.

3. All INVOICES must be sent to the MCMC Project Manager by the 3rd working day from the date of the DELIVERY of the DELIVERABLES.

4. INVOICES must be supported by signed and stamped DELIVERY ORDERS and other relevant supporting documents as may be required by MCMC.

5. INVOICES and DELIVERY ORDERS must contain important information such as PURCHASE ORDER Number, name of the MCMC Project Managers and the PURCHASE REQUISITION Number (if applicable). Please do not bill multiple PURCHASE ORDERS in a single INVOICE.

6. Non-compliance of the above requirements will result in delay in payments by MCMC.

Applicable to the provision of the SERVICES only:

1. The DELIVERY of DELIVERABLES must be supported with REPORT(S). There may be instances where more than one REPORT is required for one SERVICES procured via one PURCHASE ORDER.

2. All REPORTS must be verified against the VERIFICATION CRITERIA, signed and stamped by the MCMC Project Manager on the date of the DELIVERY of the DELIVERABLES unless such DELIVERABLES are rejected by MCMC.

3. All INVOICES must be sent to the MCMC Project Manager by the 3rd working day from the date of the DELIVERY of the DELIVERABLES.

4. INVOICES must be supported by verified and accepted REPORTS and other relevant supporting documents as may be required by MCMC.

5. INVOICES and REPORTS must contain important information such as PURCHASE ORDER Number, name of the MCMC Project Managers and the PURCHASE REQUISITION Number (if applicable). Please do not bill multiple PURCHASE ORDERS in a single INVOICE.

6. Delivery Order of SERVICES, means a legal document issued by the SUPPLIER evidencing the release of the DELIVERABLES.

B. Instructions for the MCMC Project Manager:

1. All INVOICES must be verified by the MCMC Project Manager.

2. All verified INVOICES must be sent to the Finance and Accounts Department of MCMC within 5 working days from the date of the DELIVERY of the DELIVERABLES.

TERMS OF PURCHASE

DEFINITIONS

'AUTHORISED PERSON' means any other party including but not limited to a subsidiary, an entity owned or controlled by the Supplier, any independent consultant or any subcontractor or agent prior consented by MCMC to be assigned or subcontracted with the Services by the Supplier under this PURCHASE ORDER.

'Business Day' means as a day in which commercial banks in Selangor Darul Ehsan are normally open for business and excludes Saturday, Sunday and gazetted public holiday.

'Day' means a calendar day.

'COMMENCEMENT DATE' means the date for the commencement of the Services.

'CONFIDENTIAL INFORMATION' means all information, document or material (whether or not reduced in writing) of MCMC (a) the disclosure of which would be detrimental to the business affairs, services, strategic or marketing plans of MCMC; (b) which is either marked "Confidential" or other similar marking or is known by the Supplier to be considered confidential and proprietary, by MCMC; or (c) deemed as confidential or secret under the laws of Malaysia.

'DELIVERY' in respect of GOODS, means the handing over of the DELIVERABLES to MCMC's authorized representative at the site / location specified in the PURCHASE ORDER, and in respect of SERVICES, means the complete and satisfactory performance of the SERVICES or any part thereof (if the provision of the SERVICES is done in stages or involves payment based on milestones), as verified by MCMC's authorised representative.

'DELIVERABLES' means the GOODS or the SERVICES (or any part thereof) as stated in the PURCHASE ORDER, and where applicable, as stated in the SUPPLIER's proposal or quotation, as the case may be. For SERVICES, the PURCHASE ORDER may be accompanied by an implementation schedule/plan if the provision of SERVICES is done in stages or involves payment based on milestones.

'DELIVERY DATE' means the scheduled date for the DELIVERY of the GOODS or SERVICES which is specified in the PURCHASE ORDER. In the event that the scheduled date is not expressly mentioned in the PURCHASE ORDER, the delivery of the GOODS or SERVICES (as the case may be) shall be within five (5) working days upon issuance of the PURCHASE ORDER.

'DELIVERY ORDER' in respect of party that holds the stock to release the DELIVERABLES, to MCMC as the named recipient in the PURCHASE ORDER.

'FORCE MAJEURE' means an act, omission or circumstance relied on by either party as an event and over which that party, its agents, sub-contractors or suppliers could not reasonably have exercised control including acts of God, acts or omissions of government, riots, acts of war, strike or lockout, acts of terrorism, epidemics, earthquakes or other natural disasters.

'GOODS' means the physical products, materials, equipment, articles or items that have been purchased by MCMC via the issuance of the PURCHASE ORDER.
"Project Leader" means the representative designated by MCMC who will be responsible for liaison between MCMC and the Supplier in respect of the Work.

'INSOLVENCY EVENT' means any of the following events:

(a) the SUPPLIER is insolvent or is unable to pay its debts as they fall due or admits in writing its inability to pay its debts as they fall due or is deemed unable to pay its debts; (b) any notice is issued or any step is taken by any person, or any resolution is passed, or any petition is presented or any order or declaration is made, for the bankruptcy, insolvency or dissolution.

'PURCHASE REQUISITION' means a document generated by the MCMC Project Manager to notify the purchasing department of the GOODS or SERVICES that he/she needs to purchase or procure, the quantity, and/or specifications, and the relevant time frame for completing the purchase or procurement. It may also contain the authorisation to proceed with the purchase.

'INVOICE' means a document issued by the SUPPLIER to MCMC with listing of the GOODS or SERVICES supplied and stating the sum of money due and other descriptions including taxation.

'MCMC' means the Malaysian Communications and Multimedia Commission, the entity issuing the PURCHASE ORDER and procuring the DELIVERABLES.

'PROJECT MANAGER' means the person appointed by the Supplier to be in charge of its personnel and will liaise with MCMC in respect of the GOODS or SERVICES.

'PROJECT MANAGER' means the person appointed by the Supplier to be in charge of its personnel and will liaise with MCMC in respect of the GOODS or SERVICES.

'PURCHASE ORDER' means a commercial document and first official offer issued by MCMC to the SUPPLIER, indicating types, quantities, and/or specifications of the DELIVERABLES (as the case may be) and the agreed prices for the DELIVERABLES.

'QUOTATION' means SUPPLIER's quotation responding to MCMC request for quotation and approved by MCMC.

'REPORT' in respect of SERVICES, means the written document(s) required to be prepared by the SUPPLIER as may be determined by MCMC, evidencing the completion of the SERVICES. For avoidance of doubt, depending on the type of SERVICES, more than one REPORT may be required to signify the completion of the SERVICES if the provision of the SERVICES is done in stages or involves payment based on milestones. In this context, more than one INVOICE may be issued by the SUPPLIER.

'SERVICES' means the provision of services by the SUPPLIER in accordance with the PURCHASE ORDER that are distinct from the provision of the GOODS.

'SUPPLIER' means the supplier of the GOODS or the SERVICES, as the case may be.

'VERIFICATION CRITERIA' means the specific requirements required to be provided by the SUPPLIER under the provision of the scope of SERVICES as specified in the QUOTATION and any other scope of SERVICES as agreed by MCMC and the SUPPLIER.

'WARRANTY PERIOD' means a period stipulated in Item 4 of Schedule 1 of this PURCHASE ORDER.

'WORKS' means the [PO Title or the Title of the Services]

This PURCHASE ORDER is subject to the Terms of Purchase stipulated at the end of this PURCHASE ORDER.

1. SPECIFICATIONS

1.1 The DELIVERABLES delivered by the SUPPLIER to MCMC shall comply strictly with MCMC's specifications and/or requirements stated in the PURCHASE ORDER or attached thereto. In the absence of such specifications and in all cases other than the supply of SERVICES, the DELIVERABLES shall meet the manufacturer's prevailing specifications / specified in the QUOTATION.

1.2 The DELIVERABLES, in respect of GOODS, shall be free from any faults and defects, failing which MCMC may elect to either reject any such DELIVERABLES without any liability whatsoever to the SUPPLIER, or, to require the SUPPLIER to replace, repair or make good any faults, defects or non-conformance with stated specifications and/or requirements, at its own cost, within a specified timeline specified by MCMC.

1.3 In respect of SERVICES, MCMC shall be entitled to reject the DELIVERABLES or any part thereof in the event that the DELIVERABLES or any part thereof are not in accordance with the stated specifications and/or requirements. In the event of such rejection, the SUPPLIER shall make good of the non-conformance with the stated specifications and/or requirements, at its own cost, within a specified timeline determined by MCMC.

2. DELIVERY

2.1 The SUPPLIER agrees that time is of the essence in the performance of its obligations under the PURCHASE ORDER and shall adhere strictly to the DELIVERY DATES or the attached implementation schedule/ plan, as the case may be.

2.2 In respect of GOODS, where the DELIVERABLES are changed due to obsolescence, substitution or other reasons, the SUPPLIER shall notify MCMC of such change before DELIVERY. The SUPPLIER will be responsible for supplying all labour, tools, equipment and materials to DELIVER the DELIVERABLES without any additional charge to MCMC.

2.3 Unless otherwise specified, the SUPPLIER must DELIVER the DELIVERABLES in full with the invoice to be submitted as per payment terms stated in Item 3 of Schedule 1, and to MCMC's satisfaction before any payment shall become due from MCMC. In the event of partial DELIVERY (except where it is following the DELIVERY of part of SERVICES based on an implementation schedule/plan), MCMC reserves the right to reject the partial DELIVERABLES and the SUPPLIER shall indemnify and hold harmless MCMC from all costs and expenses which may be incurred by MCMC including without limitation, taxes, duties, freight and warehousing charges.

3. WARRANTY

3.1 In respect of GOODS, the SUPPLIER warrants that the DELIVERABLES shall:

(i) be free from defects in materials and workmanship;
(ii) be of merchantable quality and fit for the purpose for which they are required;
(iii) meet the manufacturers published specifications or standards;
(iv) be new (not used or reconditioned); and
(v) not originate from or be manufactured whether partly or wholly in countries with which trade relations by the Malaysian government and/or the relevant authorities is prohibited.

In respect of SERVICES, the SUPPLIER warrants that the SERVICES shall be performed in a professional workmanlike manner with the degree of skill and care that is required by current, good and sound professional procedures and meet the satisfaction of MCMC. The SUPPLIER further warrants that it has the right to grant and hereby grants (as the case may be) to MCMC a non- exclusive, perpetual, royalty-free license to use the intellectual property rights of the SUPPLIER contained in any documents supplied to MCMC as part of the SERVICES.

3.2 These warranties in respect of the DELIVERABLES under the supply of GOODS shall survive inspection, acceptance and payment. If any defect occurs within the WARRANTY PERIOD, the SUPPLIER shall, at its own cost promptly investigate, repair or replace or re-perform the DELIVERABLES, failing which BUYER may rectify or replace or re-perform them and take remedial action to ensure the DELIVERABLES meet the specifications and requirements of MCMC.

3.3 The SUPPLIER shall reimburse MCMC all costs including, without limitation, transportation and reinstallation costs, taxes and customs duties incurred by MCMC. The warranty on repaired or replaced or re-performed DELIVERABLES shall continue for the WARRANTY PERIOD, from the date of successful rectification, or replacement or re-performance, as the case may be. authority except for customs duties and sales taxes imposed by the Malaysian authorities (if any). If the prices are quoted in Ringgit Malaysia, no variation to the prices shall be made as a consequence of fluctuations in exchange rates.

4. PAYMENT

4.1 MCMC hereby agrees to pay to the SUPPLIER the cost specified in PURCHASE ORDER, subject to the the receipt and verification by MCMC of all original invoices containing itemised description of all expenses, charges, costs, description and appropriate supporting documents, delivery orders and bills from the SUPPLIER, as the case may be. Charges for services, equipment/materials, software license fees and royalties, if applicable, shall be separately itemized.

4.2 MCMC shall, upon being satisfied that the invoice is fully substantiated by the SUPPLIER, within thirty (30) days after the receipt of the appropriate original invoice, cause to be paid the relevant payment to the SUPPLIER . If the thirtieth (30th) day falls on a gazetted public holiday in Selangor then the next working day shall be deemed to be the due date for payment.

4.3 Payments shall be made in Ringgit Malaysia.

4.4 All INVOICES shall be submitted within five (5) Business Days to MCMC after receipt by MCMC of the DELIVERABLES in good order at the DELIVERY point specified in the PURCHASE ORDER or satisfactory performance of the DELIVERABLES, as the case may be, or such other time as may be agreed by the parties and specified in the PURCHASE ORDER.

4.5 The SUPPLIER must submit the invoice to MCMC within the stipulated DELIVERY DATE and MCMC will not be obligated to pay, for any DELIVERABLES that are not invoiced in accordance with these Terms of Purchase within three (3) months after the date the INVOICE was due to be submitted.

4.6 Nothing in this PURCHASE ORDER shall limit or restrict in any way the rights of deduction or set off which MCMC may have under this PURCHASE ORDER or otherwise at law. MCMC shall notify the Supplier in writing prior to any deduction or set off. Payment shall not constitute acceptance or approval of the DELIVERABLES or waiver by MCMC of any right.

5. PRICE

5.2 Unless otherwise stated in the PURCHASE ORDER, prices shall be firm and shall include the use of any and all intellectual property rights including third party licenses (if any) and all applicable taxes, levies, duties, and fiscal charges imposed by any government

6. TAXES AND DUTIES

6.2 MCMC reserves the right to withhold taxes on payment due to the SUPPLIER if such withholdings are required by law. The payment by MCMC to the relevant government authority of the amount of money withheld shall relieve MCMC from any further obligations to the SUPPLIER with respect to any amount so withheld.

7. DELAYS

7.1 Without prejudice to MCMC’s right stated in the Purchase Order or at law, in the event of delay to complete the DELIVERABLES or any part thereof within the project duration or before or on the stipulated DELIVERY DATE in the Purchase Order, the SUPPLIER shall notify MCMC of the delay and provide reason(s) for the delay. Upon receipt of the notice, MCMC may in its discretion, extend the delivery time frame.

7.2 If the SUPPLIER, because of the fault on its part, fails to complete the DELIVERABLES (or any part thereof) within the project duration or on or before the stipulated DELIVERY DATE, the SUPPLIER shall pay MCMC, as and by way of liquidated damages for any loss or damage sustained by MCMC resulting from the said failure, from the DELIVERY DATE to the date on which the SUPPLIER actually completes the DELIVERABLES (or any part thereof), at the rate of one percent (1%) of the price as stipulated in the PURCHASE ORDER per each day of delay for up to a maximum of twenty percent (20%) of the price as stipulated in the PURCHASE ORDER, PROVIDED ALWAYS that MCMC shall have the sole discretion to decide and proceed with the abovementioned liquidated damages through monetary deduction against the payment(s) of the price as stipulated in the PURCHASE ORDER.

7.3 The payment of liquidated damages shall not in any way relieve the SUPPLIER from any of its obligations under this PURCHASE ORDER.

7.4 If there is no improvement on the part of the SUPPLIER after the imposition of liquidated damages under subclause 7.2 above, MCMC shall have the right to terminate the SUPPLIER pursuant to clause 14 of this PURCHASE ORDER.

8. INDEMNITY

8.1 The SUPPLIER shall indemnify and keep indemnified, protect and defend at its own cost and expense MCMC, its officers, directors, employees, agents and representatives, and hold them harmless from and/ or against all liabilities, actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which MCMC shall or may be or become liable in respect of or arising from out of acts done by the SUPPLIER or the SUPPLIER’S Personnel or Authorised Person in the provision of the DELIVERABLES under this PURCHASE ORDER, including in respect of the following matters:

(a) breach of these Terms of Purchase;

(b) MCMC's use of the DELIVERABLES infringes the intellectual property rights of any third parties including without limitation, the patent, copyright, trade secret or other proprietary rights of third parties; and

(c) damage, loss, injury, including death, to any person or property (whether negligent or otherwise).

9. COMPLIANCE WITH LAW

9.1 The SUPPLIER shall, at its own expense, obtain all permits and licences, pay all fees and comply and ensure compliance by its employees, agents or sub-contractors with all applicable laws which include any rules, regulations, ordinances, by-laws and directions of any government authority and shall indemnify and hold MCMC safe and harmless against and/or from, all claims, demands, losses, fines and penalties which in any way result from the SUPPLIER's failure to comply with such applicable laws.

10. CONFLICT OF INTEREST

10.1 The SUPPLIER shall exercise reasonable care and diligence to prevent any action from being taken or condition from arising which conflicts with MCMC's best interest. This obligation shall apply to the activities of the employees, agents and sub-contractors of the SUPPLIER arising from the PURCHASE ORDER. The SUPPLIER's effort shall include, but not be limited to, establishing precautions to prevent its employees or agents or sub-contractors from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to MCMC's interest.

10.2 The SUPPLIER warrants that it has not offered or given, and will not offer or give to any employee, agent or authorized representative of MCMC, a payment or gratuity for obtaining or rewarding favorable treatment by MCMC with respect to the terms, conditions, price, performance, or award of the PURCHASE ORDER. Breach of this undertaking may result in immediate termination of the PURCHASE ORDER by MCMC without any liability whatsoever to the SUPPLIER.

11. PROPRIETARY RIGHTS

11.1 All items in any medium prepared for or originated from the SUPPLIER, for MCMC at request in connection with the DELIVERABLES shall be the exclusive property of MCMC. The SUPPLIER hereby assigns and transfers to MCMC by way of present assignment and transfer all present and future rights, title and interest in and to such items including without limitation, intellectual property rights.

12. FORCE MAJEURE

12.1 Neither party shall be liable to the other for any failure to perform its obligations under these Terms of Purchase due to FORCE MAJEURE. If either Party to this Purchase Order is unable by reason of force majeure to meet any of its obligations under this Purchase Order, and if such Party gives to the other Party a written notice of the event within fourteen (14) days after its occurrence, such obligations of the Party shall be suspended for as long as the inability continues. If the event shall continue beyond the duration of thirty (30) days from the date of the notice issued under this clause, either Party may terminate this Agreement.

12.2 Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from the event referred to in subclause 12.1 above or delays arising from such event.

13. CONFIDENTIALITY

13.1 The SUPPLIER shall preserve in strict confidence all confidential, sensitive or proprietary information of MCMC received from MCMC ("Confidential Information"), whether or not marked "Proprietary" or "Confidential," and whether oral or written, using the same degree of care as it takes to preserve and safeguard its own confidential or proprietary information (but in no event less than a reasonable degree of care.)

13.2 Confidential Information shall not include information that the SUPPLIER can demonstrate by written evidence was publicly available at the time of disclosure or was independently developed by the SUPPLIER without reference to Confidential Information.

13.3 The SUPPLIER will not:

(i) disclose or cause to be disclosed at any time any Confidential Information obtained from MCMC; or

(ii) use or cause to be used any of such Confidential Information for any purpose, except for the purpose of adhering to these Terms of Purchase or as required under the PURCHASE ORDER.

13.4 The SUPPLIER represents, warrants and covenants that it shall maintain physical, electronic and procedural safeguards designed to:

(i) insure the security, integrity and confidentiality of all Confidential Information;

(ii) protect against any anticipated threats or hazards to the security, integrity or confidentiality of the Confidential Information; and

(iii) protect against unauthorized access to or use or disclosure of the Confidential Information.

13.5 The foregoing obligation of confidentiality shall survive the termination of the PURCHASE ORDER.

14. TERMINATION

14.1 MCMC may terminate the PURCHASE ORDER by written notice in whole or in part without any liability if:

(i) the SUPPLIER is in material breach of any of its obligations under these Terms of Purchase or the PURCHASE ORDER, which breach is not capable of cure, or if capable of cure, the SUPPLIER does not cure such breach within thirty (14) days after written notice thereof from MCMC;

(ii) upon a compromise or arrangement is proposed between the SUPPLIER and its creditors or any class of them or between it and its members or any class of them;

(iii) upon a petition for its winding up has been presented against the Supplier in a court of competent jurisdiction;

(iv) The SUPPLIER is unable to pay its debt; or

(v) The SUPPLIER ceases to carry on its business.

(vi)MCMC shall be entitled, without prejudice to its rights and

remedies under the law, to appoint a third party to complete the Work/Services and all costs and expenses reasonably incurred by MCMC in this regard shall be payable by the Supplier/ Company, non-payment of which shall be a civil debt due to the Commission and shall be recoverable upon demand by the MCMC.

15. CONFLICTING TERMS

15.1 The following descending order of precedence shall apply in the event of any conflict in the documents comprising the PURCHASE ORDER:

(i) instructions or terms stated in the PURCHASE ORDER;

(ii) attachments attached to the PURCHASE ORDER; and

(iii) these Terms of Purchase.

15.2 In the event of any conflict in any of the documents comprised in the PURCHASE ORDER, the SUPPLIER shall immediately consult MCMC for a resolution before proceeding with the DELIVERY in respect of the DELIVERABLES.

16. CHANGES

16.1 Any changes to the PURCHASE ORDER or these Terms of Purchase, including any variation to the DELIVERY DATE shall be in writing and signed by an authorized representative of MCMC. None of the terms stated in the PURCHASE ORDER may be modified except by written instrument signed by an authorized representative of the party against which such modifications are sought to be enforced. Each DELIVERY received by MCMC from the SUPPLIER shall be deemed to be made pursuant to the terms in the PURCHASE ORDER, notwithstanding any terms that may be contained in any acknowledgment, receipt or INVOICE or other form of documentation issued by the SUPPLIER.

17. INSURANCE

17.1 The SUPPLIER shall take out and maintain at its own expense a professional indemnity insurance, workmen compensation, third-party liability insurance (as the case may be) and such other insurance as may be necessary or reasonable in the circumstances and for an appropriate amount for any single or series of claims arising out of an event in connection with its personnel and the services performed by the SUPPLIER pursuant to the PURCHASE ORDER.

18. RECORDS AND AUDITS

18.1 Upon reasonable notice, MCMC reserves the right to inspect or audit the SUPPLIER's and/or their authorized representatives' books and records, and to retain copies thereof, including on the operations and processes relating to the SERVICES and/or supply of GOODS. The SUPPLIER shall maintain complete and accurate records of all charges incurred by MCMC under the PURCHASE ORDER, in accordance with the generally accepted accounting principles, for a period of seven (7) years from the date of receipt of final payment by the SUPPLIER.

19. LIMITATION OF LIABILITY

19.1 Notwithstanding anything to the contrary in the PURCHASE ORDER or these Terms of Purchase, MCMC's liability to the SUPPLIER hereunder shall not, under any circumstances, be greater than the total amount of the PURCHASE ORDER indicated herein.

20. ASSIGNMENT

20.1 The SUPPLIER shall not assign, sub-contract or otherwise dispose of any of its obligations or rights under the PURCHASE ORDER to any other person without the previous consent in writing of MCMC. Any attempted or purported assignment/subcontracting of the DELIVERABLES without MCMC's prior written consent shall be void and MCMC may, in addition to and without prejudice to other rights and remedies available to MCMC, terminate the PURCHASE ORDER.

21. ANTI-CORRUPTION AND UNETHICAL PRACTICES

21.1 Both parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, maintain adequate internal controls and record all transactions in its books and records with respect to any matter arising out of this agreement, and promptly report to the other for any breach and shall take such steps may reasonably require in order to ameliorate such breach (hereinafter collectively referred as "Relevant Obligations").

21.2 Both parties shall ensure all persons associated with them including, its employees, agents, contractors, sub-contractors, nominated sub-contractors and agents in connection with this PURCHASE ORDER (hereinafter collectively referred to as "Associates"), on the basis of a written contract, are bound by Relevant Obligations.

21.3 Both Parties shall be responsible for the due observance and performance of the Relevant Obligations by the Associates and agrees to be directly liable to the other Party for any breach by the Associates.

22.4 Both Parties agree and acknowledge that the breach of the Relevant Obligations shall be deemed as a material breach and the innocent Party may without prejudice to other rights under this Agreement or at law, terminate this Agreement without any payment of compensation to the defaulting Party.

22. ENTIRE AGREEMENT

22.1 The PURCHASE ORDER and these Terms of Purchase constitute the entire agreement between the SUPPLIER and MCMC and supersede all prior oral or written communications of the parties with respect to the DELIVERABLES.

23. GOVERNING LAW AND JURISDICTION

23.1 The PURCHASE ORDER shall be construed in accordance with the laws of Malaysia. The parties submit to the non-exclusive jurisdiction of the Malaysian courts.