



- 15.2 Any such invention or improvement, any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of the Company. The Supplier will give the Company at the Company's expense all necessary assistance to enable the Company to obtain patent registered design and similar rights throughout the world.
- 16. TERMINATION**
- 16.1 The Company may immediately terminate the whole or any part of the Contract or Order at any time without payment of compensation or other damages caused to the Supplier solely by such termination by giving written notice to the Supplier if any one or more of the following events occurs:
- 16.1.1 the Supplier commits a material breach of any of its obligations under these Conditions which is incapable of remedy;
- 16.1.2 the Supplier fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under these Conditions after having been required in writing to remedy or desist from such breach within a period of fourteen (14) days;
- 16.1.3 any steps are taken or negotiations commenced by the Supplier or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors; or
- 16.1.4 any of the following occur:
- (i) the Supplier is deemed to be in cessation of payments under applicable law; or
- (ii) the Supplier calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or
- (iii) the Supplier presents, or has been presented with, a petition for a winding up order; or
- (iv) an application to appoint an administrator is made in respect of the Supplier or a notice of intention to appoint an administrator is filed in respect of the Supplier; or
- (v) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier; or
- (vi) the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or
- (vii) the Supplier takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it; or
- (viii) the Supplier or any partner in the Supplier appears on reasonable grounds to be unable to pay its debts or presents its own or has presented against it a bankruptcy petition or a bankruptcy order is made against it;
- (ix) in respect of the Supplier or any partner in the Supplier any steps are taken or negotiations commenced by the Supplier or any partner in the Supplier or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the Supplier or any partner in the Supplier and any of its creditors;
- (x) the Supplier has any proceedings taken, with respect to it in any jurisdiction to which it is subject or any event happens in such jurisdiction that has an effect equivalent or similar to any events in Condition 16.1.4
- (xi) the Supplier or any partner in the Supplier dies or becomes incompetent within the meaning of applicable laws or is subject to a term of imprisonment whether or not suspended.
- 16.2 Notwithstanding the Company's termination rights provided at Condition 16.1.3 and Condition 16.1.4, the Company may give the Supplier, administrator, administrative receiver, receiver, liquidator (as the case may be) the option of complying with the Contract subject to his providing a guarantee up to the amount to be agreed for the due and faithful execution of the Contract.
- 16.3 The Company shall be entitled to terminate the whole or any part of the Contract or Order at any time without payment of compensation or other damages by giving thirty (30) days' notice to the Supplier without assigning any reason therefore. The Supplier agrees that in the event the Company is liable to compensate or damages pursuant to such termination herein, such compensation or damages shall be limited to and shall not exceed the sum of RM10.00.
- 16.4 Without prejudice to the Company's other rights and remedies on termination, the Company shall be entitled to enter the Supplier's premises or work place where the Goods are situated or Services performed (which express consent of entry is deemed granted under these Conditions) and take possession of the whole or any part of the Goods or Services and any other items of the Company's property.
- 16.5 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 16.6 Upon termination of the Contract for any reason whatsoever:
- 16.6.1 (subject to Condition 16.2) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 16.6;
- 16.6.2 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
- 16.6.3 the Supplier shall immediately return to the Company (or if the Company so requests by notice in writing, destroy) all of the Company's Information, property in its possession (including but not limited to materials, tools and articles sent to the Supplier for any purpose) at the date of termination including all confidential information, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information; and
- 16.6.4 all Contracts and Orders outstanding are terminated unless the Company expressly states in writing otherwise.
- 17. ASSIGNMENT AND SUBCONTRACTING**
- 17.1 The Supplier shall not without the prior written consent of the Company assign or transfer or purport to assign or transfer the Contract or any part of it to any other person.
- 17.2 The Supplier shall not without the prior written consent of the Company subcontract the Contract or any part of it other than for materials, minor details of or any part of the Goods of which the makers are named in the Order or the Specification. Any such consent shall not in any manner relieve the Supplier of any of its obligations under the Contract.
- 17.3 The benefit of the Contract is freely assignable by the Company and, in the event of any such assignment, all references in the Contract to the Company are deemed to include its assigns. The Company may at any time subcontract, transfer, novate, mortgage, charge or deal with in any manner any or all of its rights and obligations under the Contract to any third party.
- 18. LAW**
- The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of Malaysia (to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)). Terms of trade shall be construed in accordance with the provisions of the Order/these Conditions and Incoterms 2010.
- 19. JURISDICTION**
- All disputes or claims arising out of or relating to the Contract shall be subject to the non-exclusive jurisdiction of the Malaysian courts to which the parties irrevocably agrees to submit. Notwithstanding the foregoing, at the sole option of the Company, any dispute or claim arising out of or in connection with the Contract may be finally settled under the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration by one arbitrator appointed in accordance with such rules. Such arbitration shall be in the English language and take place at Kuala Lumpur, Malaysia with the application of laws of Malaysia. In the event a court action has been initiated by the Supplier but the Company chooses to submit the matter for arbitration, then it is irrevocably agreed by the Supplier herein that such court action shall be discontinued or stayed and such dispute or matter be referred for arbitration in accordance with this Condition.
- 20. HEADINGS**
- The headings of these Conditions are for convenience only and shall have no effect upon the interpretation thereof.
- 21. LICENCES**
- If the performance of the Contract requires the Company to have any permit or licence from any government or other authority in Malaysia or overseas, the Contract shall be conditional upon such permit or licence being available to the Company at the required time. Where permits or licences are required for the performance of the Contract these shall be in accordance with the applicable rules of Incoterms 2010. If no rules of Incoterms 2010 are stipulated: it is incumbent on the Supplier to obtain whatever permits or licences are required for the performance of the Contract.
- 22. INSURANCE**
- 22.1 The Supplier will, at all times and at its own cost, insure and keep itself insured with a reputable insurance company such insurance policies as are appropriate and adequate having regard to its obligations and liabilities, in particular but without limitation Condition 11 with regard to Indemnity under the Contract.
- 22.2 The Supplier shall, on the written request of the Company from time to time, provide the Company with reasonable details of all insurance policies maintained in force in accordance with this Condition and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to the Company when requested to do so by the Company.
- 22.3 The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Contract.
- 23. SERVICE OF NOTICE AND LEGAL PROCESS**
- 23.1 Any notice required to be served hereunder shall be in writing and shall be deemed duly served on the other party if addressed to the other party and left at or sent by prepaid registered post, email or facsimile to the other party or the address mentioned herein. Any notice sent by prepaid registered post shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand, email or facsimile on the day it is delivered or transmitted.
- 23.2 The service of any Legal Process may be personally delivered or served by prepaid registered post on the other party if addressed to the other party and left at or sent by prepaid registered post to the address mentioned herein and such Legal Process shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand, on the day it is delivered.
- 23.3 No change in the address for service howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the change of address for service in writing and nothing done in reliance on sub-clause 23.1 or 23.2 above shall be affected or prejudiced by any subsequent change in the address for service over which the other party has no actual knowledge of at the time the act or thing was done or carried out.
- 24. INVALIDITY**
- If at any time any part of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Conditions as the case may be, however only to the extent necessary to comply with such applicable law and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.
- 25. REACH REGULATIONS**
- If a Supplier is supplying substances or preparations as they are defined in the REACH regulation (Regulation of the European Parliament and of the Council (EC) No.1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)), it warrants it is aware of its obligations resulting from the REACH regulation and undertakes to meet them on delivery of the substances and preparations. The Supplier guarantees to deliver to the Company only substances and/or preparations which are registered or pre-registered according to the REACH regulation. In case of violation of any provision of the REACH regulation the Supplier undertakes to indemnify the Company and hold him harmless against and out of any claim of any third party, including any claims of a government authority, all losses, damages, costs or expenses arising out of or in connection with a breach of this Condition. The Supplier agrees not to supply to the Company any substance either alone or in preparations or articles which are included in annex XIV of the REACH regulation, without the prior written consent of the Company.
- 26. BRIBERY RULES**
- 26.1 The Supplier (including an employee, sub-contractor or agent or other third party working on behalf of the Supplier or any Affiliate (an "Associated Person") shall comply with any applicable Malaysian, European and International bribery and corruption laws and rules (the "Bribery Rules").
- 26.2 The Supplier undertakes that it:
- 26.2.1 has not committed an offence under the Bribery Rules;
- 26.2.2 has not been formally notified that it is subject to an investigation relating to alleged offences to or prosecution under the Bribery Rules; and
- 26.2.3 is not aware of any circumstances that could give rise to an investigation relating to an alleged offence to or prosecution under the Bribery Rules.
- 26.3 The Supplier agrees that it:
- 26.3.1 has in place, and shall maintain until termination of the Contract, adequate procedures designed to prevent Associated Persons from committing offences to the Bribery Rules; and
- 26.3.2 shall not do or permit anything to be done which would cause the Company or any of the Company's employees, sub-contractors or agents to commit an offence or incur a liability in relation to the Bribery Rules; and
- 26.3.3 shall notify the Company immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this Condition 26. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 27. GENERAL**
- 27.1 The Company's Affiliates may enforce the provisions of the Contract. Any other person who is not party to this agreement shall have no right under applicable law to enforce any terms of the Contract. This Condition does not affect any right or remedy of any person which exists or is otherwise available. The rights of the parties to the Contract to terminate, rescind, or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 27.2 These Conditions shall have precedence and override any conflicting conditions appearing on any quotation, acceptance form, delivery forms, invoice or other document or letter emanating from the Supplier and such conditions shall have no effect whatever except insofar as they are expressly accepted in writing by the Company.
- 27.3 Nothing in these Conditions shall prejudice any conditions or warranty (expressed or implied) or right or remedy to which the Company is entitled in relation to the contract by virtue of statute or common law. The rights and remedies conferred on the Company by these Conditions are in addition to and in no way in substitution for any conditions, warranties or other rights or remedies conferred on the Company or implied by law.
- 27.4 Knowledge or acquiescence by the Company of any breach of any of these Conditions or terms of the Order and Contract shall not operate as or be deemed to be a waiver of such Conditions or terms or any of them and notwithstanding such knowledge or acquiescence, the Company shall be entitled to exercise its rights under these Conditions and Contract to require strict performance by the Supplier of the Conditions or terms of the Order and Contract. Any failure of the Company to enforce at any time or for any period of time, any of these Conditions or terms of the Order shall not constitute a waiver of such provision of these Conditions or terms of the Order.
- 27.5 The right of the Company to require strict performance of these Conditions or terms of the Order and Contract shall not be affected by any prior waiver.