


DIALOG FITZROY INTERNAL USE

	Document Title	GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER (DIALOG FITZROY AUSTRALIA PTY LTD)				
	Document No	DFA-PRJ-PU-G-0002	Rev. No	1.0	Issue Date	17/11/2022
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The following terms and conditions shall be deemed to be incorporated into and form a part of any contract between **DIALOG Fitzroy Australia Pty Limited** (the "COMPANY") and the **VENDOR** whose name and details appear on the front of this Purchase Order (the "VENDOR") for supply of goods and/or services, to the exclusion of any terms and conditions set out in the VENDOR's quotation, estimate, invoice, statement, delivery docket or other document containing the VENDOR's terms and conditions or terms of trade.

1. DEFINITIONS

In this Purchase Order, unless the context otherwise requires:

Purchase Order: Means:

- (a) the form of purchase order used by the COMPANY to purchase the Goods and/or Services from the VENDOR signed by a duly authorised signatory of the COMPANY;
- (b) these terms and conditions; and
- (c) any technical specifications; and/or other documents referred to in the purchase order

Goods: Means all equipment, materials, plant, machinery, other items of all kinds, any and all parts relating to such equipment, materials, plant and machinery and other items, including drawings, manuals and other technical data, to be supplied in accordance with this Purchase Order.

Services: Means all services and items associated with such services, including drawings, manuals and other technical data including reports and certificates, to be supplied in accordance with this Purchase Order.

Delivery Date: Means, in relation to Goods the required on site date, and in relation to Services the required date for completion of the Services, as specified in this Purchase Order.

2 COMPLETE AGREEMENT: This Purchase Order and these terms and conditions constitute the entire agreement and understanding between the parties and supersedes and extinguishes any previous communications, oral or written, relating to the supply of the Goods and/or Services. No subsequent changes to such agreement will be binding on the COMPANY unless and until they are confirmed in writing by an Order variation signed by the COMPANY.

3 ORDER VARIATION: The COMPANY may at any time by issuing a written instruction through its purchasing department, amend or vary this Purchase Order ("Order Variation"). Should such Order Variation affect the prices or Delivery Dates for the delivery or supply of any Goods or Services then the parties agree to enter into negotiations in good faith to settle upon the revised prices and/or Delivery Date. Where such negotiation fails to reach agreement within seven working days of the date of the Order Variation, then the COMPANY shall have the right to terminate this Purchase Order by giving the VENDOR 1 week's written notice. The COMPANY shall not be liable for any loss (including consequential loss, unabsorbed overheads, or loss of profit) arising from such termination, but the COMPANY shall pay the VENDOR for Goods and/or Services delivered or performed, and direct costs properly incurred by the VENDOR under the Purchase Order, to the date of termination.

4 PRICES: Unless otherwise detailed in the Order Variation, the prices stated in this Purchase Order are fixed and firm and are not subject to any escalation or change and shall include packing, delivery and all other costs in meeting the requirements of this Purchase Order. All sums and prices detailed in this Purchase Order are exclusive of GST (if any) but shall be deemed to include allowances for any other applicable taxes of any kind unless otherwise stated.

5 DELIVERY: The VENDOR shall supply the Goods and/or Services by the Delivery Date. If for any reason the VENDOR is unable to deliver or supply the Goods and/or Services by the Delivery Date then the VENDOR shall immediately notify the COMPANY advising the reasons for such delay, what remedial steps have been taken to rectify the situation and the date on which the Goods and/or Services are likely to be delivered or supplied. In the event that the VENDOR, in the COMPANY's opinion is behind schedule in delivering the Goods or performing the Services, the COMPANY may notify the VENDOR and require the VENDOR to take necessary action to mitigate the delay. The VENDOR shall not be entitled to any additional payment in respect of or in connection with the taking of such remedial steps, unless to the extent that the steps required to be taken have been necessitate by the Order Variation. If the VENDOR fails to comply with the COMPANY's notice within fourteen (14) days from the date of the said notice, the COMPANY may take all such steps as it deems fit including but not limited to the deployment of its own resources to expedite the delivery of the Goods or performance of the Services and mitigate any delay in completion and/or delivery of the Goods and/or Services, at the VENDOR's costs. In addition, and without prejudice to its other rights and remedies, the COMPANY shall have the right to require the VENDOR to provide progress reports on expected delivery or supply dates and other information reasonably required by the COMPANY.

6 DELIVERY DOCUMENTATION AND INVOICES: A detailed delivery docket or packing list must accompany all deliveries and Goods are to be invoiced following correct delivery to the place specified in this Purchase Order to which the Goods are to be delivered. All such documents must state the number of this Purchase Order and all relevant information. Where any inspection certificate or testing documentation is to be provided by the VENDOR copies of such documents shall accompany the Goods when delivered and the originals shall be provided to the COMPANY's purchasing department. The VENDOR shall observe the requirements of any applicable legislation and any relevant international agreements relating to the packing, labelling and carriage of hazardous materials. Hazardous materials must be clearly marked and display the name of the material, and the transport and other documents must include declaration of the hazard and name of the material, and the hazardous materials must be accompanied by emergency information all of which must be in English.

7 INSPECTION: The COMPANY or its nominated representatives shall have the right to inspect or test any Goods (during

manufacture or any other time, including after delivery) and the products of any Services to verify compliance with the requirements and specifications specified in this Purchase Order. Such inspections or the failure of the COMPANY or its nominated representative to carry out any inspection shall in no way relieve the VENDOR of its obligations under this Purchase Order.

8 TERMS OF PAYMENT: Unless otherwise specified in this Purchase Order the COMPANY shall pay the VENDOR 30th of the month following the date of the invoice for Goods and/or Services which have been correctly supplied and delivered in accordance with the COMPANY's specifications. Any payment made by the COMPANY shall not be deemed to be acceptance of the Goods and/or Services and is without prejudice to any claim that the COMPANY may have against the VENDOR. The COMPANY shall be entitled to withhold any disputed sums invoiced by the VENDOR pending resolution of any claim by the COMPANY in relation to Goods and/or Services supplied.

9 SPECIFICATIONS AND DRAWINGS: Any specifications or drawings provided by the COMPANY in connection with this Purchase Order shall remain the property of the COMPANY and shall be used solely for the purposes of this Purchase Order. The COMPANY does not warrant the accuracy of any such specification or drawing or that it shall not infringe the intellectual property rights of any third party. The VENDOR shall not at any time deliver any Goods and/or Services which vary from any specifications or quantities stated in this Purchase Order without the COMPANY's prior written approval.

10 REJECTION AND ACCEPTANCE:

(a) The COMPANY, at any stage before or after delivery, is entitled to reject any of the Goods and/or Services which are not in accordance with the requirements of the Purchase Order. The COMPANY shall not be liable to pay for any Goods and/or Services which are rejected or for any costs or losses suffered by the VENDOR or any other third party arising from such rejection. If required by the COMPANY, any rejected Goods and/or Services must be rectified or replaced by the VENDOR at its own cost. Goods rejected after delivery shall be promptly removed by the VENDOR. Any amount paid for any Goods and/or Services which are subsequently rejected is a debt immediately due by the VENDOR to the COMPANY.

(b) The Goods and/or Services are accepted by the COMPANY when the COMPANY notifies the VENDOR in writing of acceptance. The signing of any delivery docket, statement or any other document acknowledging delivery of Goods and/or Services shall not constitute acceptance.

(c) Acceptance of the Goods and/or Services does not affect the COMPANY's rights and remedies under the Purchase Order and at law.

11 CONFIDENTIALITY: The VENDOR undertakes to keep strictly confidential and secure, any information which the VENDOR is in receipt of from the COMPANY, be that information in a written format or otherwise, which has been obtained for the performance

of this Purchase Order. The VENDOR may disclose or use such information only to the extent necessary to perform the Purchase Order or as required by law, and upon completion of the Purchase Order all such information must be immediately returned to the COMPANY.

12 WARRANTY: The VENDOR unconditionally warrants that the Goods and/or Services supplied:


- (a) conform in every respect with the provisions of the Purchase Order;
- (b) be capable of all standards of performance as specified by the COMPANY;
- (c) be fit for any purpose made known to the VENDOR (even if by implication in this respect the COMPANY rely on the VENDOR's skill and judgment) and the VENDOR acknowledges that the COMPANY is relying on the VENDOR's skill and judgment in this respect;
- (d) be new (unless otherwise specified in the Purchase Order) and be of sound materials and skilled and careful workmanship;
- (e) correspond to their description and or any samples, patterns, drawings, plans and specifications the VENDOR may have provided or referred to in the Purchase Order;
- (f) be of satisfactory quality;
- (g) comply with all applicable and/or specified laws, codes and standards or equivalent; and
- (h) be supplied with all due diligence, skill and care to be expected of persons fully qualified and experienced in their provision;
- (i) shall be free from any security interest, lien or encumbrance.

The VENDOR shall, where applicable, provide manufacturers warranties for Goods manufactured by the VENDOR to the COMPANY; or where Goods have been manufactured by a party other than the VENDOR, the VENDOR shall obtain a manufacturer's warranty from that party and assign to the COMPANY.

Any Goods found to be defective, within a period of 12 months from the Delivery Date due to any failure to comply with such warranty shall in addition and without prejudice to the COMPANY's other rights and remedies, be replaced by the VENDOR at its sole cost and under terms and conditions acceptable to the COMPANY. Nothing contained herein shall be construed as limiting or restricting any warranties arising by operation of any laws, regulations or any other additional warranties offered by the VENDOR or manufacturer of the Goods (which warranties shall be in addition to and not in substitution of the warranties set out in this Purchase Order).

Any Services found to be defective, within a period of 12 months from the Delivery Date due to any failure to comply with such warranty shall in addition and without prejudice to the COMPANY's other rights and remedies, be re-performed by the VENDOR at its sole cost and under terms and conditions acceptable to the COMPANY.

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The VENDOR warrants that all software supplied with any Goods or Services will comply with all specifications supplied to or agreed with the COMPANY, operates in a stable and ongoing manner and shall be free from known defects, bugs, viruses and errors that affect the functionality of the software.

13 COMPLIANCE WITH LAWS AND REGULATIONS: The VENDOR, its employees, representatives and sub-vendors shall at all times obtain at the VENDOR's expenses all and any licences, resource consents or permits required to deliver or install any Goods and/or Services to be supplied and shall comply with all laws, regulations, ordinances, codes, statutes and other rules applicable to the supply of the Goods and/or Services. The VENDOR shall be responsible for the costs of all permits, inspections, deposits or any other costs in relation to complying with this clause.

14 HEALTH AND SAFETY: The VENDOR shall ensure that its employees, representatives and sub-vendors entering the COMPANY's premises for any purpose, comply with all requirements of the applicable Health & Safety laws and regulations and the COMPANY's site Health and Safety rules. The VENDOR shall immediately remove from the COMPANY's premises any employee, representative or sub-vendor to whom the COMPANY objects. The COMPANY will not accept any liability for the cost incurred by the VENDOR in complying with the COMPANY's site and safety policies. Any such costs shall be deemed to be included in the VENDOR's price.

15 REMOVAL OF RUBBISH: The VENDOR shall remove all surplus materials, waste, and rubbish arising from the provision of the Services and shall leave the working area clean, tidy and to the satisfaction of the COMPANY. The VENDOR shall dispose of any rubbish or waste in an environmentally responsible manner. Should the COMPANY have to expend effort to clear the working area, then the costs of such effort shall be for the VENDOR's account.

16 OVERSEAS VENDORS: VENDORS located outside of New Zealand supplying or consigning Goods direct to the COMPANY shall advise by fax airfreight flight details or sea freight vessel name and the estimated time of arrival at the named port or delivery point described in the Purchase Order. For airfreight shipments copies of the Air waybill, packing lists, commercial invoices and any other relevant documents required for customs clearance purposes shall be emailed or faxed to the COMPANY's purchasing department on shipment of the Goods. For sea freight shipments copies of the Bill of Lading, packing lists, commercial invoices and other documentation shall be emailed or faxed in the first instance with original copies couriered direct to the COMPANY's purchasing department.

Where specified in the Purchase Order shipments shall be subject to a pre-shipment survey by a surveyor approved by the COMPANY, at the expense of the VENDOR in all respects.

Unless otherwise agreed, overseas VENDORS agree that the

United Nations Convention on the International Sale of Goods shall not apply.

17 ASSIGNMENT AND SUB-LETTING: The VENDOR shall not assign or sub-let the Purchase Order without the COMPANY's prior written consent which will not be unreasonably withheld. The restriction hereunder shall not apply to sub-contracts for generally available materials, components and products made to a standard specification that are customarily sold on an "ex-stock" or "off the shelf" basis or for any part which the manufacturers are named in the Purchase Order. The VENDOR shall be responsible for all work done and Goods and/or Services supplied by all sub-contractors.

18 TERMINATION:
(a) Either party shall have the right to terminate this Purchase Order if the other party:

- i. does not fulfil its obligations under the Purchase Order and either:
 - A. the default is material and cannot be remedied; or
 - B. the default can be remedied but has not been remedied within 7 days after the other party receives written notice of the default.
- ii. commits an act of bankruptcy or makes any assignment or composition with its creditors;
- iii. is placed into liquidation, or has a liquidator appointed or its board of directors or its shareholders propose or pass a resolution to appoint a liquidator, or has an application for it to be placed into liquidation served or advertised;
- iv. has a receiver or statutory manager appointed; or
- v. in relation to clause 18a ii-iv, commits or causes an equivalent event in any jurisdiction.

(b) Any notices of default shall be in writing and be sent to the other party at the address detailed on the first page of the Purchase Order. A written notice of default must specify the nature of the default; and state what must be done to remedy the default.

(c) Should the COMPANY terminate the Purchase Order under clause 18a, the COMPANY may obtain the Goods and/or Services from another third party and should the price payable to that third party be greater than the price(s) agreed under this Purchase Order then the VENDOR shall be liable for the difference.

(d) In addition to its rights under clauses 3, 5, 10 and 18a and at law, the COMPANY may terminate this Purchase Order upon 1 week's written notice to the VENDOR and the COMPANY shall pay the VENDOR for Goods and/or Services delivered or performed, and the VENDOR's direct costs properly incurred under the Purchase Order, to the date of termination. The COMPANY shall not be liable to the VENDOR for any payments for unabsorbed overheads, anticipated profits or consequential loss of any kind arising from termination under this clause 18d.

19 RISK AND OWNERSHIP: All results and deliverables arising from the provision of Services and any rights therein shall be the absolute property of the COMPANY and shall pass to the COMPANY upon acceptance. The COMPANY shall have the

unfettered right to use the results and deliverables for whatever purpose it so chooses.

Subject to any Incoterms detailed in the form of Purchase Order:

- (a)** Risk in the Goods and/or Services passes to the COMPANY upon acceptance of the Goods and/or Services;
- (b)** Title to the Goods shall pass to the COMPANY upon the earlier of:
 - i. The acceptance of the Goods; or
 - ii. Payment for the Goods.

20 INTELLECTUAL PROPERTY:

(a) The VENDOR warrants that the Goods and Services supplied under this Purchase Order do not in any way infringe any patent, copyright design, trademark or any other intellectual property rights of any kind belonging or licensed to any third party.

(b) The VENDOR unconditionally agrees to indemnify, keep indemnified and hold harmless the COMPANY from and against any and all costs, liabilities, losses, damages, claims and expenses suffered or incurred by the COMPANY directly or indirectly or as a result or consequence of any claims, allegations, actions or litigation made, threatened or commenced alleging that any Goods or Services supplied by the VENDOR under this Purchase Order infringe the intellectual property rights of any third party.

(c) The COMPANY shall be entitled to all intellectual property rights that arise as a result of, or in the course of, the provision of the Services.

(d) The VENDOR grants to the COMPANY an irrevocable, royalty-free world wide non-exclusive licence to use, reproduce, adapt and communicate all intellectual property existing prior to this Purchase Order insofar as such licence is necessary for the use, service, repair or modification of the products of the Services.

21 INDEMNITY: The VENDOR shall indemnify the COMPANY fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liability in respect of any death or personal injury, loss or damage to property which is caused directly or indirectly by an act of or omission of the VENDOR.

The indemnity in this clause shall survive the termination of this Purchase Order or discharge of the purchase of Goods or the provision of Services.

22 INSURANCE: The VENDOR shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the VENDOR, arising out of the VENDOR's performance of the Purchase Order, in respect of death or personal injury, or loss or damage to property. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the VENDOR. For work that would require professional indemnity insurance, the VENDOR undertakes to maintain such policies for a period of 6 years from the Delivery Date or any period to be mutually agreed between the COMPANY and the VENDOR.

23 ENFORCEABILITY: If any provision of this Purchase Order shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

24 WAIVER: A failure at any time to enforce any provision of this Purchase Order will in no way affect the right at a later date to require complete performance of the Purchase Order, nor will the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

25 LIQUIDATED DAMAGES: Time is of the essence in this Purchase Order.

In the event the VENDOR fails to deliver the Goods and/or perform the Service by the delivery or prescribed date or any approved extension thereof, unless otherwise stated in the Purchase Order, the VENDOR shall pay:


- (a)** where Goods alone are to be purchased under the Purchase Order, and amount equal to 1% of the value of the Goods for each week or part thereof of delay but only up maximum of 10% of the value of the Goods;
- (b)** where Services alone are to be performed under the Purchase Order, an amount equal to 1% of the value of the Services for each day or part thereof of delay, but only up to maximum of 10% of the value of the Services;
- (c)** where both Goods are to be purchased and Services are to be performed under the Purchase Order, an amount equal to 1% of the value of the Goods for each week or part thereof of delay in delivery of the Goods and in addition, an amount equal to 1% of the value of the Services for each day or part thereof of delay, but only up to maximum 10% each of the value of the Goods and Services respectively; by way of liquidated damages.

The COMPANY's rights hereunder shall be without prejudice to any of its other rights and/or to terminate the purchase of Goods or provision of Services under clause 18 or otherwise the VENDOR hereby agrees and authorizes the COMPANY to deduct the amount by way of liquidated damages hereunder from any payment otherwise due to the VENDOR from the COMPANY recover the same by any other means available.

26 RECOVERY OF SUMS DUE: Whenever under the Purchase Order any sum of money shall be recoverable from or payable by the VENDOR, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the VENDOR under the Purchase Order or under any other contract or agreement with the COMPANY.

27 FORCE MAJEURE: Neither party shall be considered in default in the performance of its obligations under this Purchase Order to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control and without fault or negligence of the affected party, whether such control is

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direct or indirect. Should a Force Majeure event result in prolonged delay, the COMPANY may exercise its rights to terminate under clause 18(d).

28 WORKING HOURS: Without the COMPANY's prior written permission, the VENDOR shall ensure that the delivery of Goods and the provision of any of the Services on the COMPANY premises shall be made during the COMPANY's normal office working hours.

29 AUDIT: The COMPANY shall have the right to audit the VENDOR to verify that all Goods and/or Services have been provided in accordance with the terms of this Purchase Order.

30 APPLICABLE LAW: The contract arising from the supply of Goods or Services in accordance with this Purchase Order shall be governed by and construed in accordance with the laws of New Zealand and subject to the non-exclusive jurisdiction of the New Zealand Courts.

31 CONFLICT: In the event of any conflict in the terms forming part of the Purchase Order, the order of precedence is the order of documents listed in the definition of "Purchase Order" in clause 1.

32 NOTICES: Notices to the COMPANY shall be in writing and addressed to the COMPANY purchasing officer whose name is stated on the first page of the Purchase Order.

Notices given under clauses 17 and 18 of the Purchase Order must be delivered by hand, courier or post. Notices from the COMPANY to the VENDOR delivered by post will be deemed to have been received by the VENDOR 2 working days after being sent by post or document exchange to the address for service stated in the Purchase Order. Notices under clauses 17 and 18 sent by facsimile or email shall not be effective.

All other notices under the Purchase Order may be sent by facsimile or email.

Any notices sent by facsimile will be deemed to be received on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee.

If a party sends a notice by email to the other party to this Purchase Order, it will be deemed to have been received by the other party on the working day it was sent, or the next working day if sent outside normal business hours, provided that the email was correctly addressed to the address provided by the addressee for the receipt of emails and no error message was received by the information systems used by the sender to send the email.

33 ANTI-BRIBERY: VENDOR confirms and agrees and shall procure that it is Affiliates, employees, agents, and VENDOR shall not offer, give, promise to give, or authorise giving, or solicit, accept or agree to accept to or from any person, including public and private individuals and entities, either directly or indirectly, anything of value, monetary or non-monetary, without limitation, in order to

obtain, influence, induce or reward any improper advantage in connection with this Agreement.

VENDOR shall (and shall procure that its Affiliates, employees, agents, and VENDOR) comply with all anti-bribery and corruption and anti-money laundering laws, rules, regulations or equivalent applicable including, but not limited to, the United Kingdom's Bribery Act 2010, the United States of America's Foreign Corrupt Practices Act of 1977, the OECD Convention on Combating Bribery of Foreign Public Officials, the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), the Malaysian Penal Code, and the Malaysian Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, and all applicable successor legislation ("Anti-Corruption Laws").

VENDOR represents and warrants that:

(a) in connection with this Agreement, except as otherwise disclosed in writing to the other Parties, neither it nor any of its Affiliates, employees, agents, or VENDOR have, in the last five years:

- i. been convicted of any offence involving bribery, corruption, money laundering, fraud or dishonesty; or
- ii. been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering,

(b) in connection with this Agreement and except as otherwise disclosed in writing to the other Parties, at the date of this Agreement and throughout the term of this Agreement, no Public Official that is a natural person will receive a direct or indirect personal benefit in connection with this Agreement;

(c) VENDOR has in place and will maintain and enforce policies and procedures which are designed and reasonable expected to ensure compliance with Anti-Corruption Laws; and

(d) VENDOR maintains an internal accounting controls system sufficient to ensure proper authorisation, recording and reporting of all transactions and payments made in connection with this Agreement to ensure compliance with Anti-Corruption Laws.

VENDOR warrants that, in connection with this Agreement, it shall not, and will procure that its Affiliates, employees, agents, and VENDOR shall not, employ or engage any VENDOR to act in connection with any of the matters set out in the Agreement, unless the relevant employing or engaging party has conducted appropriate, risk based anti-corruption and other due diligence to ensure that the VENDOR is duly qualified to perform the tasks for which it is proposed to be employed or engaged, that the VENDOR of good reputation and that the VENDOR would present no corruption related or other compliance risk or liability for the matters set out in the Agreement. The written terms of the employment or engagement of any VENDOR shall impose on and secure from the VENDOR.

VENDOR shall immediately report to COMPANY if, at any time during the term of this Agreement there are any changes or violations, including any actual or suspected breach of the provisions herein or breach of Anti-Corruption Laws in connection with this Agreement by VENDOR or any of its Affiliates, employees, agents and/or VENDOR.

COMPANY shall have the right to suspend all further services and payments under and/or terminate this Agreement, in whole or in part with immediate effect if COMPANY reasonably believes in good faith that VENDOR or its Affiliates or employees has failed to comply with or breached, in any material respect, any of the requirements set out in this clause.

34 WORKERS WELFARES AND HUMAN RIGHTS: VENDORS are required are required to uphold and comply with the following principles in respect of employment of its employees and workers. VENDOR hereby confirms that it has carefully reviewed, and undertakes to act consistently with, the Policy of Workers' Welfare and Human Rights attached below. In connection with the performance of this Agreement and consistent with the policy, VENDOR shall conduct its respective business and treat all members of its respective employees and workers in a manner that respects the rights and dignity of all people and internationally recognised human rights.

Our expectations are that the following principles will be upheld, in each case within the framework of applicable laws:

- (a) The rights and and dignity of all workers should be respected and upheld
 - i. no abusive or inhumane treatment of workers
 - ii. provision of equal opportunities for workers
 - iii. freedom of association of workers
 - iv. VENDOR to avoid or mitigate adverse human rights
- (b) No unnecessary restriction on freedom of movement
 - i. except for safety, security and other relevant requirements, no direct or indirect restriction should be imposed on the free movement of any worker
 - ii. travel and identity documents should not be withheld; where workers elect for their travel and identity documents to be preserved by their employers
- (c) No worker should be subject to forced or trafficked labour practices
 - i. no payment of charges or fees by workers under any pretext in consideration for employment nor deductions being imposed on the workers' remuneration as collateral for continued service, including without limitation payment of recruitment fees to secure a job, payments in connection with obtaining visas or work permits
 - ii. no use by VENDOR of unlicensed labour brokers, recruitment agents or equivalent
 - iii. no exploitative child labour under any circumstances
- (d) Each worker to have clear terms of employment which he or she understands

- i. each worker should be provided with a written employment contract containing all material terms of his or her employment
 - ii. all letters with a written employment contract containing all material terms of his or her employment
 - iii. if the worker cannot read and understand his or her employment contract, it should be read to him or her
 - iv. VENDOR to honour all terms and rights of workers' employment, and not directly or indirectly to discourage workers from exercising them
- (e) All workers to take appropriate rest periods and leave entitlement
- i. workers to follow established shift patterns, with deviations to be by exception only
 - ii. workers of over time to be appropriately compensated, and not used excessively
 - iii. workers should be entitled to take leave in accordance with local law and may not be forced to roll their entitlement over
- (f) Appropriate living and working conditions to safeguard the health and wellbeing of workers
- i. VENDOR should take all reasonable measures to protect and monitor the health and wellbeing of workers


35 SANCTIONS, TRADE CONTROLS AND BOYCOTTS: In this clause, "Trade Restrictions" shall mean any law, regulation, decree, ordinance, order, demand, request, rule or requirement of Malaysia, the United States of America, the European Union, any European Union member state and the United Nations, in each case as having the force of law or otherwise being binding on or applicable to any Party or its group, and which relate to international boycotts of any type, trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and/or similar laws.

VENDOR is required to comply with all Trade Restrictions

- (a) VENDOR undertakes to the other to co-operate in good faith and to do all things reasonably practicable which are necessary or desirable to implement any mitigation efforts or solutions arising from the illegality caused by the Trade Restrictions.
- (b) If COMPANY reasonably believes that the VENDOR is in breach of any Trade Restrictions for which there is no exemption, then the Parties agree to use reasonable efforts to cure such breach and to discuss mitigating actions if necessary; and
- (c) The Parties agree that any breach of this clause may lead to the right to terminate this Agreement which shall be only exercised after the Parties have in good faith complied with the requirements of clauses (a) and (b) above.

36 GENERAL TO CLAUSE 33, 34 AND 35: VENDOR shall ensure that all of the terms above relating to Policy of Workers Welfare and Human Rights, Sanctions, Trade Controls and Boycotts and Anti-Bribery provisions above shall also apply to its sub-vendor/ sub-contractor.

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COMPANY may require **VENDOR** to certify to **COMPANY** in writing and signed by an officer of **VENDOR** that it and its Affiliates, employees, agents, and **VENDOR** in connection with this Agreement have at all times during the relevant preceding period complied with the Anti-Corruption Laws and the Policy of Workers Welfare and Human Rights Policy above.
END