



**PURCHASING TERMS AND CONDITION
AMSGB SDN BHD AND SGB CAST RESIN SDN BHD**

20th Jan 2012

1. PURCHASE ORDER

- 1.1 A formal written procurement agreement between supplier and buyer governing the purchase of goods or services.
- 1.2 By accepting the purchase order, the supplier has accepted the terms and condition.

2. PRICE

- 2.1 The price in the purchase order is firm. Price includes all expenses connected with the supply of goods and services.

3. DELIVERY DATE

- 3.1 Any agreed delivery dates for goods or services are binding. If any delays are anticipated, the supplier shall promptly notify the buyer

4. DELIVERY TERM

- 4.1 Delivery Term refer to International Chamber of Commerce Incoterms 2010.
- 4.2 Shipping instruction: Supplier is responsible to ship only the quantities specified in the purchase order. Shipment of goods to arrive according to the delivery date specified in the purchase order. Packing list need to be enclosed with each shipment and purchase order number shall be stated in the delivery order, packing list and invoice.

5. PACKING AND LABELING

- 5.1 Packaging of all goods must be in accordance with good commercial practice and in a manner acceptable to common carriers for shipment and adequate to ensure safe arrival of the goods to their destination.
- 5.2 The packaging must be labeled with the purchase order number, the date of shipment, and the names of any consignee and consignor. Supplier must include an itemized packaging list with each shipment. Supplier must mark each package with any required handling and shipping information.

6. CANCELLATION AND RESCHEDULING

- 6.1 **Cancellation.** Time is of the essence under every purchase order. Buyer may cancel the purchase order in whole or in part if supplier do not deliver the goods or perform the services in full conformance.
- 6.5 **Rescheduling.** Buyer may reschedule the delivery of goods or performance of services at any time without liability.

7. WARRANTIES

- 7.1 **Warranties Regarding Goods.** In addition to any warranties that may be implied under the Malaysian Sale of Goods Act, 1957, supplier shall provide the following warranties regarding all goods supplied:
- (a) The goods are new and do not contain any used or refurbished parts.
 - (b) The goods shall function properly, are of good workmanship, free from defect, and fit for intended use.
 - (c) The goods shall fully comply with specifications, or samples provided.
- 7.2 **Warranties Regarding Services.** Supplier shall provide the following warranties regarding all services provided:
- (a) Perform the services with reasonable skill and care in a professional manner and in full conformance with specifications provided.
- 7.3 **Warranty Remedies.** If any goods or services do not meet the specification or warranties buyer may at its own option,
- (a) Require supplier to repair or replace the goods until the goods meet the warranties,
 - (b) Require supplier to re-perform any services until the services meet the warranties,
 - (c) Return any of the goods and request for full refund,
 - (d) Correct the non-conformance and charge the supplier for the cost of repair,
 - (e) Charge the supplier for the costs of obtaining the substitute goods or services from the third party.

8. CONFIDENTIALITY

- 8.1 **Information.** Any information provided to the supplier ought to be treated as confidential.
- 8.2 **Nondisclosure.** Supplier must not disclose the confidential information to any third party.