

PURCHASE ORDER TERMS AND CONDITIONS**1. DEFINITIONS AND INTERPRETATION****1.1. Definitions**

- a) **“Contract Conditions”** means TNB’s General Conditions of Contract (GCC) and Particular Conditions of Contract (PCC) and/or any other terms and conditions, other than these Purchase Order Terms and Conditions, expressly incorporated into or forming part of an underlying contract pursuant to which the Purchase Order is issued;
- b) **“Deliverables”** means, collectively, the Supply of Goods, Services and/or Works to be performed or provided by the Supplier under the Purchase Order;
- c) **“Delivery Date of Deliverables”** means the date, milestone, schedule or completion period specified in the Purchase Order for the delivery, supply, performance, completion, commissioning, acceptance or achievement of the applicable Deliverables, as the case may be;
- d) **“Goods”** means any products, materials, equipment, or items to be supplied by the Supplier under the Purchase Order;
- e) **“HSE Requirements”** means the Health, Safety and Environment (HSE) requirements imposed and issued by TNB, including TNB HSE Guidelines for the Supplier (enclosed herewith as **Appendix 1**);
- f) **“LSR”** means Life Saving Rules issued by TNB;
- g) **“LSR Requirements”** means the applicable LSR forming part of the HSE Requirements;
- h) **“Party”** shall refer to either TNB or the Supplier and **“Parties”** shall collectively refer to TNB and the Supplier;
- i) **“PDPA Consent Form”** means the consent form set out in Appendix 2 to these Purchase Order Terms and Conditions, to be completed and executed by each relevant Personnel whose personal data is to be processed in connection with the performance of the Purchase Order without GCC, where applicable, pursuant to Clause 12.1.2(iv).
- j) **“Personnel”** means any employees, contract employees, agents or representatives engaged by the Supplier or any Subcontractor in connection with the performance of the Purchase Order without GCC;
- k) **“Price”** means the amount payable by TNB to the Supplier for the delivery of the Deliverables, as specified in the Purchase Order and shall be exclusive of applicable taxes, duties and levies unless expressly stated otherwise in the Purchase Order;
- l) **“Purchase Order”** means the system generated document issued by TNB to the Supplier setting out the commercial and other particulars applicable to the Deliverables;
- m) **“Purchase Order for Variation”** means a Purchase Order issued by TNB, where required, to record, implement and give effect to an approved Variation to an existing Purchase Order without GCC. A Purchase Order for Variation shall identify the original Purchase Order and the matters expressly varied and shall be read together with and form part of the original Purchase Order. Where issued, the Purchase Order for Variation shall prevail over the original Purchase Order only in respect of Variation. Except as expressly varied, all provisions applicable to the original Purchase Order shall remain unchanged and in full force and effect;
- n) **“Purchase Order Terms and Conditions”** means these Purchase Order Terms and Conditions;
- o) **“Purchase Order with Contract Conditions”** means a contractual framework under which a Purchase Order is issued pursuant to an underlying contract incorporating the applicable Contract Conditions;
- p) **“Purchase Order without GCC”** means a contractual framework which, collectively and in descending order of precedence, consists of the Purchase Order, these Purchase Order Terms and Conditions, the Sourcing Documents, the Service Level Agreement (if any) and the Supplier’s offer in response to the Sourcing Documents and accepted by TNB;
- q) **“Services”** means any consultancy, advisory, professional or other service-based obligations to be supplied, performed, or provided by the Supplier under the Purchase Order, including (without limitation) any ancillary or incidental services related thereto;
- r) **“Service Level Agreement”** means, where applicable, the document or part of the Purchase Order without GCC that sets out the applicable service levels, performance standards, key performance indicators (KPIs), service credits, response times, resolution times, rectification periods, reporting requirements, maintenance and support obligations, availability and uptime requirements, escalation procedures, governance requirements and/or other performance requirements to be achieved by the Supplier in relation to the Deliverables;
- s) **“Sourcing Documents”** means all documents issued by TNB in connection with the Sourcing Process, including, without limitation, tender documents, addenda and/or Minutes of Meeting relating to any direct negotiation, which may be enclosed to the Purchase Order without GCC as **Appendix 3**, to the extent incorporated into or forming part of the Purchase Order without GCC;
- t) **“Sourcing Process”** means the sourcing process undertaken by TNB in connection with the Purchase Order without GCC, whether by tender, direct negotiation or any other method permitted under TNB’s applicable procurement policies and procedures;
- u) **“Subcontractor”** means third party appointed by the Supplier including its Personnel, as the context requires, to perform or carry out any part of the obligations under the Purchase Order without GCC;
- v) **“Supply”** means the delivery, supply and/or making available of the Goods by the Supplier;
- w) **“Supplier”** means the company engaged by TNB under the Purchase Order without GCC to provide Supply, Services and/or Works, including any contractor, consultant, vendor or service provider;
- x) **“TNB”** means Tenaga Nasional Berhad;

- y) **"TNB Data"** means any and all information being generated by or residing on the TNB Systems or any third-party systems, including information belonging to TNB or any other party, which is required to be migrated to any Deliverables pursuant to the Purchase Order without GCC, if applicable;
- z) **"TNB Systems"** means the existing information technology systems of TNB and any system, computer or equipment of TNB that the Deliverables are required to integrate and/or interface with;
- aa) **"Variation"** means any adjustment or change to the Purchase Order without GCC including but not limited to any inclusion, reduction, or modification to the original scope, quantity, specification relating to the Deliverables;
- bb) **"Warranty"** means where applicable, the warranty, guarantee, defects liability period, support period or maintenance period applicable to the Deliverables, as specified by TNB in the Purchase Order without GCC having regard to the nature of the Deliverables, and includes any extension, renewal or replacement warranty applicable to any repaired, replaced, rectified or re-performed Deliverables; and
- cc) **"Works"** means any installation, construction, fabrication, maintenance, commissioning, integration or other work-related obligations to be carried out or performed by the Supplier under the Purchase Order without GCC, including (without limitation) any ancillary or incidental works related thereto.

1.2. Interpretation

Save to the extent that the context or the express provisions of the Purchase Order without GCC otherwise require:

- a) whenever the Purchase Order without GCC refers to a number of days, such reference shall be to calendar days unless business days are specified;
- b) where the Purchase Order without GCC is denominated in a currency other than Ringgit Malaysia, any reference to Ringgit Malaysia shall, unless otherwise stated in the Purchase Order without GCC, be construed as the equivalent amount in the Purchase Order currency based on the prevailing exchange rate published by Bank Negara Malaysia on the relevant date
- c) this Purchase Order without GCC and these Purchase Order Terms and Conditions are issued in both the English and Bahasa Melayu versions. In the event of any conflict or inconsistency between the English version and the Bahasa Melayu version, the English version shall prevail to the extent of such inconsistencies; and
- d) The doctrine of contra proferentem shall not apply to the interpretation or construction of the Purchase Order without GCC.

2. **APPLICABILITY AND PRECEDENCE**

- 2.1. Where a Purchase Order constitutes a Purchase Order with Contract Conditions, it shall serve solely as the ordering instrument for the relevant Deliverables and these Purchase Order Terms and Conditions shall not apply. The rights, obligations and liabilities of the Parties, including the applicable order of precedence, shall be governed by the underlying contract, the Contract Conditions and the other documents forming part thereof.
- 2.2. Where Clause 2.1 does not apply and an award is made solely through the issuance of a Purchase Order without GCC, the Purchase Order and these Purchase Order Terms and Conditions shall govern the contractual relationship between the Parties. Unless otherwise expressly stated in the Purchase Order, the Purchase Order without GCC shall take effect on the **PO Date stated in the Purchase Order ("Effective Date")**. The rights and obligations of the Parties shall commence from the Effective Date, provided that the commencement, delivery, performance or completion of any Deliverables shall be in accordance with the applicable date, milestone, schedule or period specified in the Purchase Order without GCC.
- 2.3. In the circumstances described in Clause 2.2, the Purchase Order without GCC shall be read together and shall apply in the descending order of precedence specified in the definition of "Purchase Order without GCC" in Clause 1.1(p). In the event of any conflict, inconsistency or discrepancy between the documents in the Purchase Order without GCC, the document having the higher order of precedence shall prevail to the extent of such conflict, inconsistency or discrepancy. Where a Purchase Order for Variation is issued, it shall be read together with and form part of the Purchase Order and shall prevail over the prior Purchase Order only in respect of the matters expressly varied therein.
- 2.4. Any terms and conditions contained in or referred to in the Supplier's offer submitted in response to the Sourcing Documents or any other document shall have no force or effect and shall not form part of the Purchase Order without GCC unless expressly accepted by TNB in writing. In the absence of such acceptance, the Purchase Order without GCC shall exclusively govern the contractual relationship between the Parties. Any document issued, provided or expressly referenced by TNB in connection with the Purchase Order without GCC, including any document made available electronically by hyperlink, through an electronic portal, system or repository, or by email, shall be deemed incorporated into and form part of the Purchase Order without GCC, subject to the applicable order of precedence under Clause 2.3. The Supplier shall be responsible for accessing and reviewing such documents and, by acknowledging, accepting or performing any obligation under the Purchase Order without GCC, shall be deemed to have accepted and agreed to be bound by such documents

3. **INDUSTRY PRACTICE AND SUPPLEMENTAL TERMS**

The Parties acknowledge and agree that the Purchase Order without GCC shall be interpreted and applied having due regard to the standard practices and customs prevailing in the relevant industry applicable to the subject matter of the Purchase Order without GCC, to the extent that such practices are consistent with the express terms of the Purchase Order without GCC. For the avoidance of doubt, such industry practices shall only apply to define the Supplier's performance standards and shall not impose any additional cost, liabilities or obligations on TNB.

4. **THE SUPPLIER'S SPECIFIC OBLIGATIONS AND WARRANTY**

- 4.1. The Supplier, a professional in its field, fully understands TNB's requirements, particularly in terms of quality, cost, and deadlines. The Supplier shall deliver the Deliverables in accordance with these applicable industry standards and customary practices, and in compliance with all applicable laws, regulations and standards.
- 4.2. The Supplier shall deliver the Deliverables in compliance with the Purchase Order without GCC that governs the relations between TNB and the Supplier. The Deliverables shall have to be compliant with the applicable International Organization for Standardization (ISO) standard, if applicable.

- 4.3. At TNB's request, the Supplier undertakes to make Variation to the Deliverables and to provide any and all information about the Deliverables (whichever applicable). Any modification affecting the agreed scope, Price or Delivery Date of Deliverables shall be dealt with in accordance with Clause 22.
- 4.4. The Supplier warrants that all Deliverables shall:
- a) conform with the requirements, specifications, drawings, scope of work and standards set out in the Purchase Order without GCC and shall be performed with due care, skill, diligence and in accordance with good industry practice;
 - b) be free from defects in design, workmanship, materials and performance;
 - c) be fit for their intended purpose and capable of achieving the performance requirements communicated to or reasonably expected of the Supplier; and
 - d) comply with all applicable laws, regulations and industry standards.
- 4.5. Any expiry, completion or termination of the Purchase Order without GCC shall not affect Warranty, maintenance, support, defect liability, rectification, indemnity or other obligations which are expressly stated to survive, or which by their nature are intended to continue following such expiry, completion or termination. The Supplier shall continue to fulfil all such obligations for the duration specified in the Purchase Order without GCC as applicable.

5. INSPECTION

- 5.1. The Supplier shall grant TNB, or any third party appointed by TNB, the right to inspect the Deliverables at any time at the Supplier's workplace or at any other places where such Deliverables are situated.
- 5.2. The Deliverables will be subjected to final inspection by TNB. Upon final inspection, TNB may, at its sole discretion, accept or reject the Deliverables. Any inspection, acceptance or payment by TNB shall not relieve the Supplier of its obligations or constitute a waiver of any defect, deficiency or Warranty.

6. DELIVERY DOCUMENTATION

All deliveries shall be accompanied by a delivery order referring to the Purchase Order and any other reference number and/or details as may be provided by TNB and/or any third party authorised by TNB from time to time.

7. IMPORTED GOODS

- 7.1. All imported Goods (including complete units, components or accessories) shall, where applicable, be procured and handled through an agency panel approved by TNB. The specific INCOTERMS Rules (where applicable) shall be specified in the Purchase Order without GCC unless otherwise notified in writing by TNB.
- 7.2. Any non-compliance with this clause shall constitute a material breach of the Purchase Order without GCC.

8. NON-CONFORMING SERVICES, SUPPLY OF GOODS AND WORKS

- 8.1. Any Deliverables which do not comply with the specifications, requirements or standards set out in the Purchase Order without GCC shall be rejected by TNB, at its sole discretion. The Supplier shall, at its own cost and within the time reasonably required by TNB, rectify, replace or re-perform such non-conforming Deliverables without any additional cost to TNB.
- 8.2. If any defect, deficiency, fault, error or non-conformity as warranted under Clause 4.4 above is discovered during the Warranty, the Supplier shall, at its own cost and within the period reasonably specified by TNB, repair, replace, rectify or re-perform the affected Deliverables to TNB's satisfaction.

9. INVOICING

All invoices shall clearly state the Purchase Order number and any other reference number and/or details as may be provided by TNB or any authorised party from time to time, and shall be submitted to the designated payment office stated in the Purchase Order or through the applicable e-invoicing system, where applicable.

10. TAXES AND STAMP DUTY

- 10.1. Unless otherwise specified by TNB, all amounts stated in the Purchase Order without GCC are exclusive of any applicable taxes, duties or levies, unless otherwise expressly stated to be inclusive of such taxes, duties or levies.
- 10.2. TNB shall be entitled to deduct any applicable withholding tax in accordance with Malaysian tax laws, unless otherwise agreed in writing. The Supplier shall provide all documents required to support any applicable treaty relief or reduced withholding tax rate.
- 10.3. The Supplier shall comply with all applicable Malaysian tax laws and all relevant requirements, including the proper charging and accounting for Sales and Service Tax (SST) and any other applicable indirect taxes, duties or levies, where applicable.
- 10.4. Each Party shall bear and pay its own legal fees and expenses in respect of the preparation and finalisation of this Purchase Order without GCC. All stamp duties payable in relation thereto shall be borne by TNB.

11. HSE REQUIREMENTS AND LSR COMPLIANCE

The Supplier shall at all times comply with all HSE Requirements and LSR and shall ensure that all Personnel and Subcontractors comply with such requirements.

12. COMPLIANCE WITH APPLICABLE LAWS

- 12.1. The Supplier warrants that it shall comply with all applicable laws, government policies, and all directions, orders, requirements and instructions issued by any authority having jurisdiction or competent authority under any applicable laws and regulations enforceable in Malaysia, including but not limited to: -

12.1.1. Anti-Corruption and Integrity

- i. The Supplier shall comply with the Malaysian Anti-Corruption Commission Act 2009 ("**MACC Act**"), including all applicable anti-corruption laws, TNB's anti-corruption policies, as may be communicated from time to time, and all applicable codes, policies and guidelines issued by TNB relating to ethics, integrity and sustainable procurement, including the Sustainable Procurement Code of Conduct issued by TNB ("**Code of Conduct**"), as may be amended from time to time and made available on TNB's official website (<https://www.tnb.com.my>) or otherwise notified to the Supplier.
- ii. The Supplier shall ensure that its employees, representatives, agents and/or Subcontractors involved in the undertaking of the Deliverables comply with the terms of the Purchase Order without GCC and shall promptly notify TNB in writing upon becoming aware of any actual or suspected breach.
- iii. In the event TNB has reasonable suspicion of any act of corruption, bribery or gratification, TNB may conduct, appoint third parties to conduct, or direct the Supplier to conduct, an investigation in such manner as TNB may specify.

12.1.2. Personal Data Protection Act 2010 ("PDPA")

- i. The Supplier shall comply with all applicable laws and regulations in Malaysia relating to personal data, including the PDPA and any applicable guidelines, codes or amendments thereto. The Supplier shall only collect, use, process, store, transfer and/or disclose personal data provided by or obtained from TNB for the purpose of performing its obligations under the Purchase Order without GCC and shall implement appropriate security measures to protect such personal data against unauthorised access, disclosure, alteration, loss or destruction. Upon expiry or termination of the Purchase Order without GCC, the Supplier shall securely dispose of all personal data provided by TNB and provide written confirmation of such disposal. The processing of personal data shall be subject to TNB's Personal Data Protection Policy, as amended from time to time.
- ii. The Supplier shall notify TNB in writing without undue delay, and in any event within twenty-four (24) hours upon becoming aware or reasonably ought to have become aware of any personal data breach arising under the Purchase Order without GCC. The Supplier shall provide all reasonable assistance to TNB in complying with its obligations under the PDPA, including notifications to the Personal Data Protection Commissioner and affected data subjects, where applicable. Such notification shall include details of the breach, its likely impact, and the remedial measures taken or proposed.
- iii. The Supplier shall not appoint any subprocessor, subcontractor, supplier, agent or third party to process personal data or perform any part of the Deliverables without TNB's prior written consent. Where consent is granted, the Supplier shall ensure such party is bound by obligations no less stringent than those applicable to the Supplier under the Purchase Order without GCC. The Supplier remains fully liable for the acts, omissions, defaults and compliance of such party.
- iv. Prior to the commencement of any Deliverables at TNB's premises and/or site, the Supplier shall procure the express written consent of each relevant Personnel for the processing personal data by completing and executing the PDPA Consent Form set out in Appendix 2, or such other form as may be amended or prescribed by TNB from time to time. The Supplier shall ensure that the duly completed PDPA Consent Form is submitted to TNB before such Personnel commences any activities at TNB's premises and/or site.

12.1.3. Cyber Security Act 2024 ("CSA")

- i. The Supplier shall comply with the CSA, including but not limited to, obligations relating to the protection of national critical information infrastructure and the reporting of Cyber Security Incidents (as defined in the CSA) (if applicable).
- ii. The Supplier shall maintain reasonable technical and organisational measures to protect the confidentiality and integrity of TNB Data and TNB Systems including but not limited to: -
 - a. regular vulnerability assessments;
 - b. timely implementation of security patches and updates;
 - c. encryption of data at rest and in transit;
 - d. access controls to restrict access to authorised personnel; and
 - e. continuous monitoring and logging of system and network activities.
- iii. In the event of a Cyber Security Incident (as defined in the CSA), the Supplier shall:
 - a. notify TNB within two (2) hours of becoming aware of the incident and shall provide all necessary information to enable TNB to comply with its statutory notification obligations under the CSA and any other applicable laws;
 - b. take immediate steps to contain and mitigate the impact of the incident in strict accordance with related industry's best practices, TNB's prescribed codes of practice, and any directives issued under the CSA and any other applicable laws;
 - c. cooperate fully with TNB and any relevant authorities in investigating and responding to the incident; and
 - d. provide a detailed incident report within seven (7) days, including root cause analysis and corrective actions implemented.
- iv. The Supplier shall ensure any Subcontractor, agent or third-party service provider engaged in connection with the Deliverables complies with the same cyber security obligations and standards set out in this clause, and the Supplier shall remain fully responsible for any act, omission or non-compliance of such Subcontractor, agent or third-party service provider.

- 12.2. The Supplier shall provide all reasonable and necessary assistance to enable TNB to comply with its statutory obligations in relation to TNB Data, including any applicable notification, reporting or other requirements to the relevant authorities.

- 12.3. TNB, its designated person, appointed persons and/or representatives, shall have the right, upon reasonable prior written notice, to conduct inspections to verify the Supplier's compliance with any applicable laws related to the Purchase Order without GCC.

13. SAFETY CERTIFICATION (NTSP)

The Supplier shall ensure that all Personnel and Subcontractors comply with the NIOSH TNB Safety Passport (NTSP) requirements and shall take all necessary safety precautions in accordance with the Purchase Order without GCC and applicable laws. The Supplier shall be fully responsible for the safety, health and protection of its Personnel and Subcontractors, as well as all equipment, tools and materials used in the performance of its obligations under the Purchase Order without GCC.

14. CONFIDENTIALITY

- 14.1. All information or data that may be exchanged between the Parties in connection with the Deliverables, whether in written, oral, electronic, or any other form, shall be treated as strictly confidential ("**Confidential Information**").
- 14.2. Neither Party shall disclose, use or permit the disclosure of any Confidential Information to any third party without the prior written consent of the disclosing Party, except: -
- a) where such disclosure or use is necessary for the purpose of performing its obligations under the Purchase Order without GCC;
 - b) where the Confidential Information is or becomes publicly available other than through a breach of the Purchase Order without GCC;
 - c) where disclosure is required by any applicable law, provided that the receiving Party, to the extent legally permitted, gives prompt written notice to the disclosing Party; or
 - d) to its professional advisers on a need-to-know basis for the purposes of the Purchase Order without GCC.
- 14.3. Each Party shall ensure that its employees, agents and professional advisers comply with this clause. The obligations under this clause shall survive the expiry or termination of the Purchase Order without GCC.

15. INSURANCE

- 15.1. The Supplier shall, at its own cost, obtain and maintain, with a solvent and reputable insurance company, all insurance policies required under the Purchase Order without GCC. Where no specific insurance requirements are prescribed, the Supplier shall obtain and maintain insurance coverage that meets TNB's minimum insurance requirements (as specified in the Purchase Order without GCC by TNB) and is sufficient to cover the Supplier's obligations, liabilities and risks arising from or in connection with the Deliverables, including, where applicable, public liability, employer's liability or workers' compensation, professional indemnity, cyber or data breach liability, and any other insurance reasonably required having regard to the nature and risks of the Deliverables. Such insurance shall be valid and remain in full force prior to the commencement of the Deliverables or acceptance of any free issue items (if any), and throughout the duration of the Purchase Order without GCC.
- 15.2. The Supplier shall comply with all terms and conditions of its insurance policies and shall, upon TNB's request, provide documentary evidence of such insurance. For the avoidance of doubt, the existence of any insurance policy, the making of any insurance claim, or the receipt of any insurance proceeds shall not relieve, limit or otherwise affect the Supplier's obligations, liabilities or indemnities under the Purchase Order without GCC. Any enquiries relating to insurance requirements may be referred to in TNB Insurance & Risk Management Department via email: insuranprojek@tnb.com.my.

16. INDEMNITY

The Supplier shall be liable for and fully indemnify TNB, including its directors and employees, against any and all liabilities, damages, losses, claims, costs and proceedings arising out of or in connection with:

- a) any non-compliance with the terms and conditions of the Purchase Order without GCC;
- b) any breach, default, negligence or willful misconduct of the Supplier; or
- c) any death, personal injury or property damage suffered by TNB, its employees or any third party;

whether caused by the Supplier, its Personnel and/or Subcontractors.

17. REMEDIES

- 17.1. TNB reserves the right to impose delay damages and/or service credits for any failure, delay or non-compliance by the Supplier, as provided in the Purchase Order without GCC or as otherwise notified by TNB.
- 17.2. In the event the Purchase Order without GCC does not expressly provide for such applicable remedies in relation to the Deliverables, TNB shall be entitled to impose the following remedies: -
- a) where the Deliverables comprise the Supply of Goods, Services and/or Works, TNB shall be entitled to impose delay damages of 0.15% of the value of the delayed portion of the Deliverables per day, or Ringgit Malaysia One Hundred (RM100.00) per day (or, where the Purchase Order is denominated in a foreign currency, the equivalent amount in such foreign currency pursuant to Clause 1.2(b) of these Purchase Order Terms and Conditions), whichever is higher, subject to a maximum of fifteen percent (15%) of the value of the delayed portion of the Deliverables. Such delay damages shall be calculated from the day after the due date until the date of actual completion or, where the Deliverables or Purchase Order are not completed, the effective date of termination of the Purchase Order without GCC pursuant to Clause 20;
 - b) where the Deliverables comprise Services subject to Service Level Agreement, TNB shall be entitled to impose service credits in accordance with the applicable service levels and requirements set out therein as agreed between TNB and the Supplier; and/or
 - c) to deduct, withhold or set off any delay damages payable by the Supplier against any monies due or becoming due to the Supplier under the Purchase Order without GCC. If the amount of the delay damages exceeds the monies available for such deduction, withholding or set-off, the balance shall constitute a debt due and payable by the Supplier to TNB. The Supplier shall pay such amount within fourteen (14) days from the

date of TNB's written demand, failing which TNB shall be entitled to exercise any rights or remedies available under the Purchase Order without GCC or at law.

- 17.3. The Parties acknowledge and agree that the delay damages specified in this clause represent a genuine and reasonable amount of loss likely to be suffered by TNB arising from the Supplier's delay. Such delay damages shall be payable without the need for TNB to prove its actual loss. The payment, deduction or recovery of delay damages shall not relieve the Supplier of its obligation to complete the Deliverables in accordance with the Purchase Order without GCC nor shall it prejudice any other rights, remedies, obligations or liabilities of the Parties under the Purchase Order without GCC or at law.

18. INTELLECTUAL PROPERTY

- 18.1. All intellectual property rights conceived, produced or generated by the Supplier in the course of the performance of the Purchase Order without GCC, shall immediately upon creation vest in and be the sole and absolute property of TNB, unless otherwise agreed by the Parties in writing.
- 18.2. The Supplier hereby irrevocably assigns, and shall procure the assignment of, all rights, title and interest in and to such intellectual property to TNB, including all present and future intellectual property rights therein, without further consideration.

19. FORCE MAJEURE

- 19.1. Neither Party shall be liable for any failure or delay in performing its obligations under the Purchase Order without GCC to the extent such failure or delay is caused by an Event of Force Majeure. An "**Event of Force Majeure**" means any event beyond the reasonable control of the affected Party which prevents, renders unlawful or materially impedes the performance of its obligations, including but not limited to war, terrorism, acts of government or regulatory authorities, natural disasters, epidemics or pandemics, riots, strikes, industrial disturbances, nuclear or chemical contamination, and lockdowns or restriction orders.
- 19.2. A Party seeking relief due to an Event of Force Majeure shall promptly notify the other Party of such event, including reasonable details of its impact and expected duration, take reasonable steps to mitigate its effects, and notify the other Party upon resumption of its obligations.
- 19.3. The affected Party shall be relieved from its obligations only to the extent and for the duration affected by the Event of Force Majeure, provided that this shall not relieve any obligation to pay amounts already due or comply with any applicable notice requirements under the Purchase Order without GCC.
- 19.4. If the Event of Force Majeure occurs and continues, the Parties shall as soon as practicable discuss appropriate measures to mitigate its impact.
- 19.5. If the Event of Force Majeure occurs and continues for a period determined by TNB to materially affect the performance of the Deliverables or TNB's operational requirements, TNB may terminate the Purchase Order without GCC immediately or on such date as may be specified by TNB in its written notice to the Supplier (whereupon TNB maximum obligation shall be up to the value of the certified work done).

20. TERMINATION

- 20.1. Either Party may terminate the Purchase Order without GCC by written notice to the other Party if the other Party:
- a) breaches any provision of the Purchase Order without GCC and, where such breach is capable of remedy, fails to remedy the breach within seven (7) days from receipt of a written notice requiring the breach to be remedied, or within such other period as may be specified in the notice having regard to the nature, severity and urgency of the breach; or
 - b) persistently breaches its obligations under the Purchase Order without GCC.
- 20.2. TNB shall be entitled to immediately terminate the Purchase Order without GCC by written notice if the Supplier(a) becomes bankrupt or insolvent, enters into liquidation, has a receiving order or administration order made against it, enters into any arrangement or composition with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which has a similar effect under applicable laws; or (b) any of its employees, directors or agents is convicted by a court of law for any corrupt practices, unfair means or illegal activities in connection with the Purchase Order without GCC or any other contract entered into between the Supplier and TNB.
- 20.3. Notwithstanding the above, TNB shall be entitled to terminate the Purchase Order without GCC for convenience and without cause by giving the Supplier written notice of such termination. The termination shall take effect on the date specified in the notice, having regard to the nature, value and operational requirements of the Purchase Order.
- 20.4. The Supplier shall not cancel, withdraw, rescind, repudiate, suspend, abandon or otherwise refuse to perform the Purchase Order without GCC, whether in whole or in part, except as expressly permitted under the Purchase Order without GCC or with TNB's prior written consent. Any such action shall constitute a material breach of the Purchase Order without GCC and shall entitle TNB to immediately terminate the Purchase Order without GCC.
- 20.5. Upon termination of the Purchase Order without GCC: -
- a) the Supplier shall return to TNB or securely destroy all Confidential Information and TNB's property (including copies thereof) immediately or within such reasonable period as may be specified by TNB; and
 - b) TNB shall pay the Supplier for any Goods delivered and accepted, or Services or Works properly performed and accepted, up to the effective date of termination.
- 20.6. The Supplier shall promptly refund TNB any advance payments received for any Goods not delivered, Works or Services not performed at the effective date of termination.
- 20.7. Termination of the Purchase Order without GCC shall not affect any rights, remedies, claims, liabilities or obligations accrued prior to the effective date of termination. Without prejudice to the foregoing, TNB shall remain entitled to recover any delay damages, service credits, costs, losses, damages, compensation or other sums accrued or arising prior to termination, whether such amounts are assessed, determined or demanded before or after the date of termination.
- 20.8. Without prejudice to any other rights or remedies available to TNB under the Purchase Order without GCC or at law, TNB may, following termination of the Purchase Order without GCC arising from the Supplier's breach, default, non-performance, misconduct or failure to comply with its obligations,

suspend, debar, blacklist, deregister or otherwise restrict the Supplier from participating in any current or future procurement, tender, quotation, sourcing exercise or contractual engagement with TNB, in accordance with TNB's applicable procurement policies, procedures and requirements.

21. ASSIGNMENT AND SUBCONTRACTING

- 21.1. The Supplier shall not assign or transfer any of its rights or benefits, or delegate any of its obligations or duties under the Purchase Order without GCC, in whole or in part, nor subcontract any part thereof, without the prior written consent from TNB, which may be granted or withheld at TNB's absolute discretion.
- 21.2. Where the subcontracting of any part of the Purchase Order without GCC to a Subcontractor is permitted in writing by TNB, the Supplier shall remain fully liable to TNB for all acts, defaults and omissions of its Subcontractors and their Personnel in connection with the performance of the Purchase Order without GCC. For the avoidance of doubt, the Supplier shall indemnify and hold TNB, including its directors and employees, harmless against any claim made by any Subcontractor and its Personnel arising from or in connection with the Supplier's engagement of such Subcontractor.

22. VARIATION

No amendment, modification, or variation of the Purchase Order without GCC shall be valid or binding unless agreed in writing by both Parties. Any such amendment shall expressly refer to the Purchase Order without GCC.

23. DISPUTE RESOLUTION

- 23.1. If a dispute of any kind whatsoever arises between the Parties in connection with or arising out of the Purchase Order without GCC, ("**Dispute**") the Party raising the dispute shall issue a notice of Dispute to the other Party ("**Notice of Dispute**"). Such notice shall state the details of the Dispute. Upon receipt of the Notice of Dispute, the Parties shall attempt to settle the Dispute amicably.
- 23.2. Unless the Parties otherwise agree, any legal proceedings may only be commenced in the courts of Malaysia if amicable settlement has not been reached within sixty (60) days or any other extended days mutually agreed in writing by the Parties. The condition in Clause 23.1 is condition precedent to the Parties' right to commence legal proceedings in the Courts of Malaysia.

24. GOVERNING LAW AND JURISDICTION

The Purchase Order without GCC shall be governed by the laws of Malaysia, and the Parties submit to the exclusive jurisdiction of the courts of Malaysia, unless otherwise stated.

25. ELECTRONIC SIGNATURE

The Purchase Order is system-generated and does not require any signature for its validity or enforceability. Where any document relating to the Purchase Order without GCC requires execution by either or both Parties, the Parties agree that such document may be executed by electronic signature, and any electronic signature so applied shall have the same legal effect and validity as a handwritten signature.

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APPENDIX 1

**[HSE Requirements]
(Clause 1.1(e))**

APPENDIX 2

**[PDPA Consent Form]
(Clause 1.1(i) and Clause 12.1.2(iv))**

PURCHASE ORDER TERMS AND CONDITIONS
APPENDIX 3

[Sourcing Documents]
(Clause 1.1(s))

[To insert, incorporate or reference the applicable Sourcing Documents forming part of the Purchase Order without GCC, where applicable.]