GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

1. TERMS OF ORDER

(a) These terms and conditions of purchase ("**Terms and Conditions**") shall serve as reference and for purpose of operational clarity in respect of the purchase order ("**PO**"), along with any of its attachments. The Terms and Conditions do not constitute, and shall not be construed as constituting, a separate agreement or contract between KWAP (as defined hereinafter) and the Vendor (as defined hereinafter).

The PO is issued by Kumpulan Wang Persaraan (Diperbadankan) ("**KWAP**") to the party supplying the Goods (as defined hereinafter) ("**Vendor**"). Unless otherwise agreed in writing by KWAP, or where the PO is issued under the terms of another framework or master document ("**Contract**") OR if a Contract is entered into by the parties subsequent to the PO, the terms of the Contract shall prevail over the PO However, in the absence of a Contract and/or where the Contract does not specifically address the provisions contained herein these Terms and Conditions shall serve as reference. In the event of a conflict between the Contract and the Terms and Conditions, the provisions in the Contract shall prevail to such extent of such conflict.

(b) The term "**Goods**" as used herein and as specified in the PO shall include both tangible and intangible Goods, including but not limited to software, services, tools, peripherals, spare parts and any related software and documentation that may accompany the Goods. Reference to "Goods" shall where appropriate be deemed to include provision of services to be carried out by the Vendor set out in the PO ("**Services**").

(c) The PO shall serve as the document providing the details for the ordering, delivery and performance of Goods and Services. No written acknowledgement, acceptance, or confirmation of the PO by the Vendor is required. The Vendor's delivery of the Goods or commencement of performance of the Services shall be deemed sufficient acknowledgement of the PO details.

(d) (i) The Vendor shall not appoint any sub-contractor without the prior written approval from KWAP ("**Sub-Contractor**"). The Vendor agrees that it shall, if so required by KWAP, provide the details of the Sub-Contractor, terms of the contract arrangement with the appointed Sub-Contractor and, where required, obtain prior written consent from KWAP in respect thereof. Approval granted shall not release nor relieve the Vendor from any of its obligations hereof and/or create any contractual relationship between Sub-Contractor and KWAP; (ii) the Vendor shall be fully responsible for any acts, defaults, and omissions of any Sub-Contractors, to the same extent as it is for the acts and omissions of persons directly or indirectly employed by the Vendor; and (iii) the Vendor agrees that notwithstanding that approval of KWAP, the Vendor shall remain responsible for the acts and omissions of such approved Sub-Contractor and be liable to KWAP in relation thereto, and such engagement does not absolve the Vendor's duties under hereof and the final responsibilities in performing the Services shall remain with the Vendor.

2. DELIVERY, TRANSPORTATION, SHIPPING AND BILLING

(a) Delivery, Transportation, Shipping Charges. Where applicable, the Vendor will: (a) ensure the Goods are suitably packed to avoid damage in transit or in storage, marked and delivered or shipped in accordance with KWAP's requirements and all applicable laws or regulations; and (b) not charge KWAP for any additional costs incurred in handling, packaging, storage or transportation (including duties, taxes, fees, etc.) of the Goods unless otherwise expressly stated in the PO and/or agreed in writing by KWAP. The Vendor will include on the delivery order, bills of lading or other shipping receipts the correct classification identification of the Goods delivered or shipped as required by KWAP and the relevant authorities. The labels on each package and identification of the Goods on packing slips, delivery order, bills of lading and invoices must be clearly written so as to enable KWAP to easily identify the Goods.

(b) Billing and Payment. Unless otherwise stated on the PO or the Contract, invoicing shall be one hundred percent (100%) of the PO value upon written acceptance of the Goods by KWAP or completion of the Services by the Vendor (where applicable). Unless otherwise agreed in writing by KWAP, the Vendor shall not have the right to review, vary, change or adjust the charges stipulated in the PO. The payment term is thirty (30) business days after KWAP's receipt of a valid and correct invoice together with all relevant supporting documents. All payments under the PO are without prejudice to KWAP's claims, rights, or remedies.

(c) Taxes. Unless otherwise stated in the PO or the Contract, the price is inclusive of all applicable government taxes (including but not limited to Sales and Service Tax ("**SST**"), duties and any other monies or charges of any nature incurred in relation to or in connection with the performance of the Services and KWAP shall not be responsible for any employment related taxes due with respect to the Vendor's employees (if any).

The Vendor shall be responsible for complying with all Malaysian tax laws and regulations including but not limited to the filing of any statutory Malaysian tax returns. The Vendor agrees to keep KWAP harmless against any claims or penalties that may be imposed on KWAP by reason of the failure of the Vendor to comply with its obligations under the SST or any other tax laws of Malaysia or in any other jurisdictions where the personnel are physically present.

(d) Withholding Tax. If KWAP is required by law to make any deduction or withholding of any sum otherwise payable to Vendor under the PO or the Contract, KWAP is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. KWAP will upon request from the Vendor, provide the Vendor with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by KWAP. If the Vendor is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Vendor may furnish to KWAP evidence by way of letter or certificate issued by the relevant tax authority confirming the

tax residence status of the Vendor. Upon receipt, KWAP will implement the appropriate preferential tax rate.

(e) Delivery of Goods. If provision of the Services by the Vendor involves the delivery of Goods, such delivery of the Goods shall be made in the quantities, on the dates, and at the times specified in the PO or any subsequent written instructions by KWAP, in which case the latter shall prevail. Time is of the essence for all deliveries of the Goods. KWAP shall not be required to pay for or accept any of the Goods that do not comply with the PO. The Vendor shall notify KWAP immediately if it is unable to comply with the requirements specified in the PO resulting in the Vendor failing to deliver the Goods on time as specified in the PO or any subsequent written instructions by KWAP (whichever is the later), KWAP may purchase replacements elsewhere, and the Vendor shall be liable for the actual costs incurred by KWAP in procuring such replacement.

(f) Title and Risk. Title to the Goods and risk of damage to, or loss of, the Goods shall remain with the Vendor until the Goods have been delivered to and received by KWAP at the delivery location specified in the PO, as evidenced by KWAP's internal delivery receipt or system-generated record.

3. QUALITY

The Goods shall be free from any faults and/or defects, failing which, KWAP may elect to either reject any such Goods without any liability whatsoever to the Vendor, or, to require the Vendor to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.

4. SPECIFICATIONS

The Goods delivered by the Vendor to KWAP shall comply with KWAP's specifications and requirements as stated in the PO. In the absence of such specifications and in all cases other than the supply of the Services, the Goods shall meet the manufacturers prevailing published descriptions and specifications.

5. CHANGES

Any changes to the PO shall only be valid if it is made by KWAP in writing. The PO is officially modified through a written PO amendment issued by KWAP.

6. WARRANTY

(a) General. The Vendor warrants that (i) it has sufficient information, knowledge, skills and experience to carry out the Services in accordance with the Terms and Conditions; (ii) it has taken all necessary actions to authorise the carrying out the Services contemplated hereunder; (iii) it shall perform the Services in an efficient and professional manner; (iv) it is a company validly existing under the Companies Act 2016 and all representations about the company's details in response to KWAP's request for proposals are true and fair; (v) no corruption, unlawful or illegal activities or practices have been used to secure the Services; and (vi) there is no litigation, arbitration, tax claim, dispute or administrative proceeding at present whether current, pending or threatened which is likely to have an adverse effect on its ability to perform its obligations hereunder.

(b) In relation to the Goods (i) it complies with all applicable laws, rules and regulations to which it is or may become subject, and as may be issued from time to time; (ii) Goods specified in the PO do not infringe any patent, trademark, copyright or other intellectual property right of a third party; (iii) Goods specified in the PO are new, unused, not second-hand and do not contain anything used or reconditioned, unless KWAP agrees otherwise in writing; (iv) (where applicable) it has been disclosed to KWAP in writing the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and the Vendor are in compliance with all licensing agreements applicable to such third party code; (v) (where applicable) it shall be free from defects in material, design, manufacture and workmanship; (vi) it shall operate properly and conform to any and all applicable specifications mentioned hereof; (vii) (where applicable) it shall be fit for their intended purpose as described hereof and suitable for use as contemplated by KWAP; and (viii) (where applicable) and these warranties shall survive inspection, acceptance and payment.

(c) Warranty Period. Unless otherwise stated in the PO or the Contract (as the case may be), the warranty period in respect of the Goods shall be twelve (12) months immediately following the written acceptance of the Goods by KWAP. If any defect occurs during the Warranty Period, the Vendor shall forthwith, at its own cost and expense repair or replace the Goods within the time period as prescribed by KWAP at no extra costs to KWAP and in accordance with the service level as determined by KWAP, failing which, KWAP may proceed to repair, or replace it and the Vendor shall reimburse KWAP for all costs and expenses incurred relating thereto.

7. FORCE MAJEURE

If the Vendor is prevented from producing, selling or delivering any Goods, or KWAP is unable to accept delivery, buy or use any Goods, as a direct result of an event or occurrence that is not reasonably foreseeable of the affected party and without such party's fault or negligence, then the affected party shall provide notice to the other within seven (7) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation (and not involving any fault or negligence of the party affected), acts of God, epidemic, pandemic, revolution, civil commotion, natural disasters, earthquakes, floods, fires, explosions, fire, communication line or utility failures, acts of a public enemy, embargo, acts of government in its sovereign capacity, riots, wars, sabotage, labour problems (including lockouts, strikes, boycotts, and slowdowns) or other natural disasters. Changes in business circumstances or business objectives shall not constitute a force majeure (in each case, whether or not relating to a party's workforce and whether or not beyond the reasonable of the party claiming force majeure). For the avoidance of doubt, any declaration of force majeure pursuant to this clause 7 shall be within the exclusive discretion of KWAP, if in the opinion of KWAP, the Vendor is

prevented from performing its obligations under this Terms and Conditions. If any delay lasts more than thirty (30) days, KWAP may, through written notice, terminate the PO without any liability or obligation to purchase raw materials, partial, work-in-process or finished Goods.

8. TERMINATION FOR BREACH

KWAP may terminate all or any part of the PO without any liability to the Vendor or obligation to purchase Goods if the Vendor: (a) repudiates, breaches or threatens to breach any of the terms of the PO, including the Vendor's warranties, (b) fails to perform or threatens not to perform delivery of the Goods in accordance with the PO or (c) fails to assure timely and proper completion of delivery of Goods provided that thirty (30) days' prior written notice is given to the Vendor in the event of a breach which is capable of remedy but is not remedied within such period, or with immediate effect by written notice if such breach is not capable of remedy. Notwithstanding to the foregoing, in the case of grave misconduct involving corruption, willful violation of the law or to intentional disregard established rules, KWAP reserves the right to immediately terminate the Vendor and claim damages in an amount equal to losses incurred.

9. TERMINATION FOR CONVENIENCE

In addition to any other rights of KWAP to terminate the PO, KWAP may immediately terminate all or any part of the PO, at any time and without being obliged to give any reason, by giving the Vendor thirty (30) days' advance notice in writing and the Vendor agrees such termination will not be considered as termination at improper time. Upon such termination, KWAP shall pay for all Goods delivered and accepted until the effective date of the termination. Payment of such costs by KWAP shall be the full and final settlement of any and all claims by the Vendor in respect of termination and represents KWAP's total liability to the Vendor, whether at law, in equity or under contract. For payments in advance, part of Services not yet provided by the Vendor will be refunded to KWAP on pro-rata basis accordingly (if applicable).

10. INTELLECTUAL PROPERTY RIGHTS

The Vendor warrants that it is the owner or holds a valid license to use the intellectual property rights contained in the Goods. The Vendor confirms that it has the right to grant and hereby grants to KWAP a non-exclusive, worldwide, perpetual, transferable and royalty-free license to KWAP with respect to use all intellectual property rights contained in the Goods in conjunction with the use or sale of the Goods. The Vendor shall indemnify and hold KWAP harmless against any and all third party claims, actions and demands that the use of the rights granted by the Vendor herein infringes any rights of such third party and shall indemnify KWAP against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against KWAP.

11. INDEMNIFICATION

For the purpose of this clause 11, reference to KWAP shall include its Board members, Investment Panel members, employees and officers.

Unless and to the extent expressly amended and/or superseded by the Contract, the Vendor hereby unequivocally agree to indemnify and keep KWAP indemnified from and against:

(a) all liabilities, claims, damages, losses, demands, suits, proceedings, fines, judgments, execution proceedings, costs and expenses (including without limitation, any reasonable legal fees, costs and related expenses) incurred or suffered by KWAP, whether directly or as a result of any claim or proceeding brought by any third party arising out of or in connection with the performance of works under the PO;

(b) any breach of obligations under the PO or hereunder, negligence or willful misconduct on the part of the Vendor, its personnel, sub-contractors and/or agents (including but not limited to those in respect of death or injury to any person or loss of or damage to property);

(c) the negligent use, misuse or abuse of power of the Vendor, its personnel, sub-contractors and/or agents appointed by the Vendor;

(d) any loss or damage to property or injury of whatsoever nature of kind and howsoever or wherever sustained or caused or contributed to by carrying out of the works by the Vendor; and

(e) any infringement or unauthorised use of, or such any allegation that the Vendor is guilty or infringement or unauthorised use of, any intellectual property belonging to any third party, regardless of whether such allegation by the third party is proven or not,

For the avoidance of doubt, the Vendor shall remain responsible for the acts and/or omissions of its personnel, sub-contractors and/or agents in connection with the performance of works under the PO.

12. LIMITATION OF LIABILITY

(a) The maximum liability of the parties arising out of the PO regardless of the basis of liability or the form of action shall not exceed the PO amount. This limitation however does not apply to the parties' liability for personal injury, willful misconduct, willful default, fraud, infringement or infringement of intellectual property rights, breach of confidentiality and loss or damage to KWAP's property.

(b) Notwithstanding any other provision under the PO, in no event shall either parties be liable (whether in contract, in tort, under statute or otherwise for any cause) to the other or any other third party for any special, consequential, indirect or incidental damages, loss of profits, loss of data, loss of revenue, loss of use suffered by the other party arising out of or in connection with the PO whether such loss or damage was foreseeable or in the contemplation of the parties.

(c) The exclusions and limitations described above shall not apply to either party's liability for corruption, breach of confidentiality or security of personal data, willful intent to violate the law, or to disregard established rules or mandatory laws do not allow such exclusions or require higher limits. In such circumstances the minimum limits prescribed by law shall apply.

13. INSURANCE

The Vendor shall obtain and maintain, at its own cost and expenses, insurance coverage appropriate for the delivery of the Goods and/or Services under this PO, including but not limited to commercial general liability, product liability, workers' compensation, and auto liability insurance as required by applicable law or consistent with industry standards for the type and scope of the Goods and/or Services provided herein. Minimum coverage amounts, if not specified in the PO, shall align with industry best practices or statutory requirements, whichever is greater. Upon request, the Vendor shall provide KWAP with the relevant insurance policies evidencing such coverage. Where applicable, the Vendor shall name KWAP as an additional insured or on its commercial general liability and/or product liability policies, with such designation limited to liabilities arising from the Goods and/or Services provided under this PO. The relevant insurance policies shall be provided within ten (10) business days of a request by KWAP or prior to the delivery of Goods and/or Services, whichever is earlier.

14. CONFIDENTIALITY

The Vendor shall: (i) keep all of KWAP's Information (as defined below) confidential and disclose it only to its authorised and relevant employees on a need to know basis; and (ii) use KWAP's Information solely for the purpose of supplying Goods to KWAP under this PO. Goods manufactured based on KWAP's Information may not be used for the Vendor's own use or sold by the Vendor to third parties without prior express written consent from KWAP. "KWAP's Information" means all information provided to the Vendor by KWAP or its representatives or subcontractors in connection with Goods, including, without limitation, pricing and other terms of the PO, specifications, data, formulae, compositions, logos, designs, sketches, photographs, samples, prototypes, test equipment, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). KWAP's Information also includes any materials or information that contains, or is based on, any KWAP's Information, whether prepared by KWAP, the Vendor or any other person.

15. REMEDIES AND INJUNCTIVE RELIEF

The rights and remedies reserved to KWAP in the PO are cumulative with, and in addition to, all other or further remedies provided in law. The Vendor acknowledges and agrees that money compensation would not be a sufficient remedy for any actual, anticipatory or threatened breach of the PO by the Vendor with respect to its delivery of Goods to KWAP and that, in addition to all other rights and remedies which KWAP may have, KWAP shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

16. RECOVERY AND SET-OFF

In the event of any monetary obligations due from the Vendor to KWAP, resulting from the Vendor's failure to deliver Goods in a timely manner, failure to conform to applicable warranties or other breach by the Vendor of the PO, KWAP may at its absolute discretion and any time, recover, or set-off such amounts by deducting such amounts from any sums that are, or will become, due or payable to the Vendor.

17. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of the PO will not affect KWAP's right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of the PO constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof.

No course of dealing or course of performance may be used to evidence a waiver or limitation of the Vendor's obligations under the PO.

18. ASSIGNMENT AND CHANGE IN CONTROL

KWAP may assign its rights and obligations under the PO without the Vendor's prior written consent. The Vendor may not assign or delegate its rights or obligations under the PO without prior written consent from KWAP. In addition, KWAP may terminate the PO upon giving at least 30 days' written notice to the Vendor, without any liability or obligation to the Vendor or obligation to purchase Goods under clause 9, if the Vendor (i) sells, or offers to sell, a material portion of its assets; or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged such number of shares that the existing controlling shareholder(s) of the Vendor will no longer control the Vendor ("Change of Control"); or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a Change of Control of the Vendor.

19. INTEGRITY PACT DECLARATION

The Vendor or any individual(s) representing the Vendor shall not offer or give any gratifications to any individual(s) in KWAP or any other individual(s), as an inducement to be selected for any KWAP's procurement initiative.

If the Vendor or any individual(s) representing the Vendor is offering or giving and/or attempts to offer or give any gratification to any individual(s) in KWAP or any other individual(s) as an inducement before, during or after being selected in any KWAP's procurement initiative, the Vendor agree for the following actions to be taken (a) termination/revocation of the agreement or contract offer; or (b) any other actions that may be taken by KWAP at its' sole

discretion including but not limited to blacklisting of the Vendor concerned.

In the event where there is any individual(s) who attempts to solicit any gratification from me or any individual(s) related to this company as an inducement to be selected for any KWAP's procurement initiative, the Vendor pledge to immediately report such act(s) to KWAP via its whistleblowing channels.

The Vendor shall adhere to the KWAP's Code of Business Ethics and Conduct located at https://www.kwap.gov.my/documents/publications/others/KWAP_CODE_OF_BUSINESS_ETHICS_AND_CONDUCT.pdf.

20. PERSONAL DATA

"Personal data" means any information that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of the Vendor, including any sensitive personal data and expression of opinion about the data subject.

The Vendor agrees and warrants that any Personal Data or information disclosed to it by KWAP shall be processed only to the extent necessary to perform its obligations under the terms of the PO.

The Vendor undertakes that:

(a) it shall take all reasonable precautions to preserve the integrity, confidentiality and prevent any corruption, loss, damage, destruction, , misuse or unauthorised access to the Personal Data by implementing the necessary and appropriate technical and organisational security measures, including promptly notifying KWAP of any actual, suspected or alleged unauthorised use of, disclosure of, or access to the Personal Data, including loss or suspected loss of Personal Data;

(b) it shall promptly notify KWAP of any request for the disclosure of such Personal Data, or any other request relating to the Personal Data;

(c) it shall not cause or permit the Personal Data to be transferred to any third party (whether within or outside of Malaysia) without the prior written consent of KWAP;

(d) it shall not store or retain the Personal Data for a period that is longer than necessary for the performance of its obligations under this PO: and

(e) it shall not process, treat and/or handle the Personal Data in any manner that cause KWAP to be in breach of its obligations under the Personal Data Protection Act 2010, EU and UK General Data Protection Regulation (EU and UK GDPR) and other applicable data protection laws.

If the Vendor becomes aware that it cannot process the Personal Data as necessary for the performance of its obligations under the PO or in accordance with KWAP's instructions due to any applicable legal requirements, the Vendor shall (i) promptly notify KWAP of that legal requirement to the extent permitted by such applicable law; and (ii) where necessary, cease all processing until such time as KWAP issues new instruction which the Vendor is able to comply.

The Vendor shall accept liability to pay damages for losses and liabilities including costs arising as a result of breach of contract or law, misconduct, fraud, dishonesty and/or negligence on its part in respect of the Services provided in connection with, or arising out of, the terms of the PO including breach of any of the confidentiality and data processing obligations set out in the PO (or any variation or addition thereto). This provision shall survive and continue for so long as it is necessary to give its full effect, notwithstanding any other provision in the PO.

The Vendor undertakes that it will, at all times, comply and shall ensure that its directors, officers, employees, agents, representatives, contractors, consultants, temporary staff and any other persons engaged by the Vendor in connection with the Services comply, with all applicable laws, regulations, guidelines, directives and requirements relating to the Services and the Personal Data Protection Laws and any other applicable data protection, privacy, confidentiality, cybersecurity and information security laws, regulations and requirements in force from time to time.

21. COMPETITION ACT AND ANTI BID-RIGGING

The Vendor acknowledges that KWAP adopts a zero-tolerance approach towards collusive bidding and anti-competitive practices and reserves the right to exclude, suspend or take appropriate action against any Vendor found to have engaged in such conduct.

The Vendor undertakes that it shall comply with the Competition Act 2010 and shall not engage in any cartel activity, collusion, anti-competitive agreement, bid rigging, cover bidding, bid suppression, bid rotation, market allocation, price fixing or any other conduct prohibited by law. The Vendor warrants that its quotation and pricing provided to KWAP have been independently determined and have not been coordinated with any competitor or third party. Any breach of this Clause 21 by the Vendor and/or should KWAP finds reasonable grounds to believe that such possible breach would be detrimental to KWAP, KWAP shall be entitled to terminate the PO immediately, reject any goods or services, recover losses suffered and/or report the matter to the relevant authorities.

22. RELATIONSHIP OF PARTIES

This PO is non-exclusive and shall not affect KWAP's rights to engage other parties to provide the Goods. Nothing in the PO makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

23. GOVERNING LAW AND JURISDICTION

The PO is to be construed according to the laws of Malaysia. If any dispute arises between the parties concerning matters

relating to the PO, the parties herein shall use their best endeavors to resolve the dispute amicably and any dispute between the parties shall be settled first by negotiation between the parties' respective representatives within fourteen (14) days or such other period as may mutually extended by the Parties. In the event the parties' representative are unable to resolve the dispute by negotiation, the Parties agree to refer the dispute to their authorised officer or the relevant senior executive officer for further negotiation. Failing which, the parties agree to submit to the exclusive jurisdiction of the Malaysian Courts.

24. SEVERABILITY

If any provision of the PO is found to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted**,** as the case may be**,** but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule**,** and the remaining provisions of the PO shall remain enforceable in full force and effect.

25. ENTIRE ARRANGEMENT

The PO does not constitute a standalone agreement but is issued for administrative purposes as specified in Clause 1(c) and Clause 4 above. The PO, together with any attachments, schedules, supplements or other terms specifically referred to in the PO, sets out the administrative and operational arrangements for the ordering and delivery of Goods and Services, and does not constitute an agreement or contract for the purposes of the Stamp Act 1949 or otherwise**.**

No other document including the Vendor's proposal, quotation, letters, amendments or acknowledgment, whether verbal or written, forms part of the PO unless specifically agreed to in writing by KWAP.

In the event of any conflict in any of the documents comprising the PO, the Vendor shall immediately consult KWAP for a resolution before proceeding with the work. This does not constitute a waiver or release of, any rights and claims against the Vendor arising out of, or relating to, any fraud or duress in connection with the formation of the PO or any breach or anticipatory breach of any previously existing PO between KWAP and the Vendor (whether or not such previously existing PO related to the same or similar Goods or subject matter as the PO).

Notwithstanding the foregoing, if a signed contract covering the procurement of the Goods described in the PO exists between KWAP and the Vendor, the terms and conditions of the signed contract shall prevail over any inconsistency in the PO.