

GENERAL TERMS AND CONDITIONS (Revision 1: 1st December 2023)

THIS GENERAL TERMS AND CONDITIONS ("GTC") is entered into between IIUM HOLDINGS SDN BHD, its subsidiaries and/or sister companies (including its respective personal representatives, successors and permitted assigns) hereinafter termed "IIUMH", and The Person, Firm or Company (including its personal representatives, successors and permitted assigns) undertaking, supplying and/or providing the goods or services is hereinafter termed as the "Supplier".

1. ACCEPTANCE

Acceptance of this Order must be acknowledged by Supplier. Supplier shall inform IIUMH immediately of any inability to supply any of the items ordered or render services required.

2. CHANGES IN SPECIFICATION

No change to or amendment of the items appearing on this Order or any of its terms or conditions shall be binding upon IIUMH unless expressly agreed to in writing by IIUMH authorised personnel. Supplier shall within a reasonable time notify IIUMH in the event that any goods the subject of this Order are affected by changes in drawings, designs or specifications effective or impending at the time of receipt by Supplier of this Order, but Supplier shall not without the prior written approval of IIUMH authorised personnel incorporate any such changes in this Order.

3. QUANTITY

No quantity over and above that is called for on this Order will be accepted without authority from IIUMH. Freight incurred for items returned will be borne by the Supplier.

4. PRICE

Unless otherwise specified in this Order, all prices shall be regarded as F.O.B. delivery point and inclusive of all dues and charges legally payable by IIUMH. Any taxes, duties or levies payable by IIUMH to Supplier in respect of the goods, the subject of this Order, shall be separately itemised on Supplier's acknowledgement of the Order and subsequently itemised on the Supplier's invoice. Where exemption of taxes, duties or levies may be applicable, Supplier and IIUMH will endeavour in completing the necessary procedural formalities or providing documentations to support the exemption.

5. CANCELLATION

(i) If Supplier refuses or fails to make delivery of any goods or services per this Order within the time specified herein or any extension thereof agreed to by IIUMH, IIUMH will be entitled to, by written notice to Supplier, cancel this Order without penalty as to any goods undelivered or services not rendered.

(ii) IIUMH reserves the right to cancel this Order or any part thereof effective immediately upon notifications and IIUMH shall not be liable for any consequence thereof.

6. PACKING

All packing shall be at Supplier's expense unless otherwise agreed to by IIUMH and must be in conformity with IIUMH's instructions. Package containing goods for export must be externally "For Export" and indicate the IIUMH Order Number.

7. DOCUMENTS

The following documents shall be marked and forwarded by registered airmail or courier service to the delivery address (Attention to: contact as specified in the Order) immediately after dispatch of goods:-

(i) Shipment by Sea

a) Bill of Lading/SCN/DN (2 Copies) Negotiable

b) Custom's Invoice (2 Copies) Non-negotiable

c) Certificate of Origin (4 Copies)

d) Packing List (4 Copies)

e) Health Certificate (4 Copies)

f) Invoice/Delivery Order/Shipment (2 Copies)

(ii) Shipment by Air

a) Bill of Lading/AWB/SCN/DN (2 Copies) Negotiable

b) Custom's Invoice (2 Copies)

c) Certificate of Origin (2 Copies)

d) Packing List (2 Copies)

e) Health Certificate (if applicable) (2 Copies)

f) Invoice/Delivery Order/Shipment (2 Copies)

8. INSURANCE

The Supplier shall for the term of this GTC be insured to the full extent for any potential liability, loss or damages arising at common law and under any statute relating to property damage and personal injury as may be relevant to the performance of the Supplier's obligations pursuant to this GTC. The Supplier shall produce evidence on demand to the satisfaction of IIUMH of the insurance affected and maintained in accordance with this clause. Any insurance obtained by Supplier shall be without prejudice to IIUMH's rights under this GTC or at law.

9. INSPECTION AND CERTIFICATION

The goods as per this Order will be subjected to final inspection and acceptance by IIUMH upon their arrival at their destination. The services as per this Order will be subjected to final acceptance by IIUMH upon completion of service. Any goods or services which do not comply with this Order or which contain defective material or workmanship may be rejected by IIUMH irrespective of date of acceptance or payment thereof. IIUMH may, at its option, hold for Supplier's instructions any goods so rejected or may return them to Supplier at Supplier's expense.

10. COMPLIANCE WITH LAWS

Supplier agrees to comply with all laws and orders, applicable to the execution of this Order now or hereinafter in force.

11. PATENT PROTECTION

Supplier shall indemnify IIUMH in respect of all proceedings, claims, and liabilities and all expenses and cost incidental thereto by reason of any actual and alleged infringement of any patent arising out of normal use by IIUMH of the goods the subject of this Order provided that the Supplier shall reasonably notify IIUMH in writing of any charge of such infringement and shall furnish to IIUMH all data, papers, records and any other assistance or defence against any such proceedings and claims and provided further that IIUMH shall have the option at any stage of the proceedings to assume conduct or control the defence of any proceedings in respect thereof.

12. CONFIDENTIAL

Except as may be necessary for the purpose of fulfilling this Order, Supplier shall not disclose any information concerning this Order to any third party without first obtaining the written consent from IIUMH.

13. ADVERTISING

The Supplier shall not, without prior consent from IIUMH, advertise or announce that the goods or services of the description mentioned in this Order has been supplied or rendered to IIUMH.

14. PAYMENT

IIUMH shall pay the Charges to the Supplier within the payment terms stated in this Order, from the date of receipt of invoice by IIUMH unless IIUMH disputes any part thereto. For prompt payment, the Supplier shall issue invoices and forward the original and four (4) copies of invoices to IIUMH billing address as stated in this Order.

IIUMH shall not be held liable for late payment if the Supplier fails to comply with the invoicing requirements

15. ACKNOWLEDGEMENT

Acknowledgement of this Order shall be made within 3 working days after acceptance of the Order. Upon acknowledgement, the Supplier is deemed to have agreed with the GTC of this Order.

16. FAILURE TO SUPPLY

IIUMH shall make alternative procurement of items not delivered by the Supplier and charge the difference in the price of the procured, plus 10% administrative charges on the difference and also transportation cost in connection with such alternative procurement to the Supplier, or a minimum of RM 50.00 whichever is higher for each purchase.

17. DELIVERY

Delivery schedules as stated in the Order are subject to changes by IIUMH.

18. WARRANTY

All goods that fail within the warranty period shall be replaced by Supplier. Freight incurred to and from Supplier's facilities for items returned due to discrepancies or warranty will be borne by Supplier. In the case of the overhauled components that fail within the said period, IIUMH shall have the option of having the same overhauled again by the Supplier at no extra charge, or to claim from the Supplier the costs incurred should the failed component be sent to a third party to be overhauled.

19. SET OFF

IIUMH will be entitled to set off any undisputed payment obligation of the Supplier to IIUMH under this GTC, against any undisputed payment obligation of IIUMH to pay the Supplier under this GTC. IIUMH will be entitled to set off any disputed invoice payable to the Supplier or any part thereof against any undisputed payment obligation of IIUMH to the Supplier under this GTC. Any exercise by IIUMH of its rights under this Clause 20 will be without prejudice to any other rights or remedies available to IIUMH under this GTC.

20. INDEMNITY

The Supplier shall fully indemnify, save and hold harmless, and defend, at its own expense, IIUMH, its officials, agents, servants and employees from and against all suits, claims, demands, litigation and liability of any nature or kind, including the costs, expenses and legal fees, arising out of acts or omissions of the Supplier, or the Supplier's employees, officers, agents or sub-contractors, under statute or common law, in the performance of this GTC. This provision shall extend inter-alia to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the infringement or alleged infringement of any patented inventions or devices, copyright material or other intellectual property by the Supplier, its employees, officers, agents, servants or sub-contractors. The obligations under this clause shall survive the termination or expiration of this GTC.

21. LIMITATION OF LIABILITY

The total liability of the Supplier under this GTC shall not exceed the total Charges as provided in the PO. Neither party is liable to the other for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused which directly or indirectly arises under this GTC.

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22. TERMINATION

IUMH is entitled to terminate this GTC or Order or any part of it immediately by notice in writing if the Supplier is insolvent or the Supplier is in breach of any term of this GTC or Order and such breach which can be remedied, is not remedied within thirty (30) days of notification by IUMH. Termination shall be without prejudice to any rights or liabilities arising prior to termination, including any right of set-off. Notwithstanding any other term in this GTC, IUMH reserves the right to terminate this GTC or Order in whole or in part by providing the Supplier thirty (30) days written notice. In such an instance, IUMH shall pay the Supplier for all work done or services rendered at the point of termination.

23. RECORDS AND AUDITS

IUMH reserves the right to audit the Supplier and/or their authorised representatives operations and processes relating to the Services and/or supply of Goods provided advance notice is given to the Supplier. Supplier shall maintain complete and accurate records of all charges incurred by IUMH under this GTC, in accordance with generally accepted accounting principles. IUMH shall have the right to inspect Supplier's records and to retain copies thereof.

24. INTELLECTUAL PROPERTY

All copyrights and other intellectual property rights existing prior to the effective date of this GTC will belong to the party that owned such rights immediately prior to such effective date. Neither party will gain by virtue of this GTC any rights of ownership of copyrights, patents, trade secrets, trademarks, or other intellectual property rights owned by the other. The Supplier agrees that rights to any Intellectual Property rights developed or customized for IUMH in the course of performing the Services ("Foreground IP") shall immediately be vested in and remain vested in IUMH. In the event that the development or customisation is the result of a joint venture by the Supplier and IUMH, then the Intellectual Property rights shall be jointly owned by the Supplier and IUMH. The Supplier warrants that no components of the Products infringe the industrial or intellectual property rights of any third party. The indemnity referred to in Clause 21 hereof shall be granted whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. IUMH shall notify the Supplier as soon as practicable of any infringement, suspected infringement or alleged infringement of the intellectual or industrial property rights of any person.

25. SAFETY AND SECURITY

The Supplier shall take full responsibility for the safety of the Services carried out at IUMH's site under this Order in accordance with the provisions of any law, order, regulation, ordinance, directive or standards applicable to such Services now or hereinafter in force.

26. ASSIGNMENT

No rights or interest in this GTC shall be assigned by Supplier without the written permission of IUMH. No delegation for the performance of Services or other obligations of Supplier shall be made without written permission of IUMH including the hiring of subcontractors to perform any part of the Services.

27. WAIVER

- (i) No rights under this GTC shall be deemed waived except by notice in writing.
- (ii) A waiver by IUMH pursuant to the Clause 28(i) above will not prejudice its rights in respect of any subsequent breach of this GTC by the Supplier.
- (iii) Subject to Clause 28(i) above, any failure by IUMH to enforce any provision of this GTC or any forbearance, delay or indulgence granted by IUMH to the Supplier, shall not be construed as a waiver of IUMH's rights under this Order and vice versa

28. FORCE MAJEURE

(i) Neither Party to this Order shall be excused from fulfilling its obligations under this GTC except if and to the extent that such fulfilment is hindered by any unforeseeable circumstance beyond the control of the parties, which results in a party being unable to observe or perform on time an obligation under this GTC, such circumstances will include but not be limited to acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and strikes or labour disputes (except strikes or labour disputes originating from the Supplier, its agents, sub-contractors or suppliers) ("Force Majeure").

(ii) In the event of a Force Majeure situation which hinders IUMH or the Supplier from discharging their respective obligations under this GTC, the Party claiming to be affected thereby shall promptly notify the other Party by giving full particulars thereof and shall use its best endeavours to remedy the situation and the Parties shall consult each other on the appropriate measures to be taken.

(iii) The performance of any obligation suspended while Force Majeure is operative shall be resumed as soon as such Force Majeure event ceases. Any loss, damage or delays in, or failure of performance by either Party shall not constitute default hereunder or give rise to any claims for damages or loss of anticipated profits, if and to the extent that such loss, damage, delay or failure is caused by Force Majeure.

(iv) In the event that Force Majeure circumstances occur which substantially affect the performance of this GTC and such circumstances have continued for a period of fourteen (14) days from the date of notice served pursuant to Clause 29 (ii) above, IUMH may terminate at any time this Order at any time by giving written notice to the Supplier.

29. TIME IS OF THE ESSENCE

Time is of the essence in performance hereunder and a significant and material term hereof.

30. GOVERNING LAW

This Order shall in all respect, include all matters of construction, validity and performance be governed by, construed and enforced exclusively in accordance with the laws of Malaysia. The parties shall submit to the exclusive jurisdiction of the Malaysian courts.

31. INCONSISTENCY

If there is any inconsistency between any of the provisions in this GTC and the provisions of any other documents agreed to by IUMH in respect of this Order including but not limited to any letter of award, statement or scope of work ("SOW") and IUMH General Terms and Conditions, the terms and conditions in the letter of award shall supersede followed by the SOW, IUMH General Terms and Conditions and finally, this GTC.

32. PRIVACY

If for any reason IUMH is permitted access to personal data or is supplied with or otherwise, provided with personal data by Supplier during provision of the Services and/or supply of Goods then the collection and use of such personal data shall be in accordance with IUMH Privacy Policy which can be viewed or obtained from www.malaysiaairlines.com. The Supplier represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data does and will comply with all applicable privacy and data protection laws, as well as all other applicable regulations and directives.

APPLICABLE FOR MECHANICAL & ELECTRICAL PARTS:

33. MODIFICATIONS

Changes in Part Number of Components resulting from modifications should be indicated in the delivery documents. All modifications costs are to be shown separately on the invoice. Copies of bulletins, drawings, specifications, are to accompany the modified components, when modifications are not identified on Order.

34. BEYOND ECONOMICAL REPAIR

For repair/overhaul/rectification, if the cost exceeds 65% of a new unit, prior approval must be obtained from IUMH authorised personnel before commencing work.

35. DISPOSAL INSTRUCTIONS

All components found beyond economical repair are to be referred to IUMH for disposal instructions.