

APPENDIX 1

MEDIVEST GENERAL TERMS AND CONDITIONS

The terms are: -

1. DEFINITION

- a. "The Purchaser" is Medivest Sdn. Bhd. and "The Seller" is the person firm or company to whom the Purchase Order is addressed.
- b. "The Purchase Order" is an authorised document issued which contains the Purchaser's details, specific order description and requirement of purchase. The Purchase Order is only valid when duly signed and authorised by the appropriately approved persons appointed by the Purchaser.

2. DELIVERY SCHEDULE

Seller will deliver the goods and/or services according to the quantities, specifications and delivery dates scheduled in the Purchase Order. Seller will airfreight/ship/deliver the required goods at their expense and will be responsible for any loss/damage the Purchaser may suffer as a result of non-compliance to the delivery schedule. Purchaser may at their option alternatively approve a revised delivery schedule by normal shipment or may terminate this order without liability to seller on account thereof except for goods previously delivered and accepted. The Purchaser will not accept over/under supply, unless otherwise agreed with Seller.

3. TRANSPORTATION

Unless stated otherwise, transportation of goods purchased will be as detailed in the Purchase Order. Where the Purchaser's appointed forwarders exist, shipment will be made via such forwarder as mentioned in this order unless otherwise agreed to in writing by the Purchaser. All costs will be borne by the Seller unless specifically specified in this order.

4. PACKAGING

The Seller will abide to the packaging instruction, type of material for package and any markings deem necessary for each consignment package as listed in the Purchase Order, failing which the Purchaser will exercise its right to reject receipt of the ordered item.

5. PRICES

The prices terms and other item specified on the Purchase Order will not be changed except upon the written authority of duly authorised officials of the Purchaser.

6. WARRANTY

The Seller will provide and uphold any standard warranty for any purchased product or services which is to follow the industrial standard of the product or services concerned. On request by the Purchaser, the Seller will provide additional warranty, which will be agreed by both parties and listed accordingly in the Purchase Order or other binding contract.

7. PATENT

- a. The Seller will warrant that there has been no violation on their parts of copyrights or patent rights on manufacturing, producing or selling the goods shipped or ordered under the Purchase Order and will indemnify the Purchaser against any or all liabilities, losses or expenses incurred by such violation.
- b. Where the Seller have been supplied with illustration, catalogues, manuals, colour, drawings, dimensions, statements of weight and measurement etc. by the Purchaser such materials and ideas cannot be unitised or copied, reproduced, transmitted or communicated to third parties without the purchasers written consent.

8. CHANGES

The Purchaser will have the right to make changes to the Purchase Order. If any of the changes cannot be complied with, the Seller must notify the Purchaser immediately and negotiate for adjustment. Unless agreed by the Purchaser in writing, all price, discounts and conditions of purchase will not be changed.

9. CANCELLATION

The Purchaser reserves the right to cancel all or any part of the undelivered portion of this order if the Seller does not make deliveries as specified in the schedules as promised, or if the Seller breaches any of the terms hereof, including the warranties of the Seller, said rights of cancellation to be exercised by the Purchaser without penalty.

10. EXCLUSIVE MANUFACTURE

The Seller will not either during the period of this contract or at anytime thereafter;

- a. Manufacture or procure to be manufactured otherwise than for the Purchaser any goods or materials to designs or specifications provided by the Purchaser.
- b. Disclose to any person, firm or company any manufacturing process or trade secrets in connection therewith or any information relating thereto.

11. SUB-CONTRACT AND ASSIGNMENT

Unless specifically agreed to in writing by the Purchaser, the Seller is not permitted to subcontract or assigns part or whole order. The Seller will not make any payments or given benefit in kind to the employees of the Purchaser. Work will not be sub-contracted to employees of the Purchaser without prior consent by the Purchaser.

12. VERIFICATION OF PURCHASED PRODUCTS/SERVICES

The Purchaser or his representative or his customer representative will be accorded the rights to verify at source or upon receipt that the purchased product/services conform to the specified requirements. Verification by the Purchaser will not absolve the Seller of his responsibility to provide acceptable product/services, nor shall it preclude subsequent rejection. When the Purchaser or his representative elects to carry out verification at the sub-contractor's plant, such verification shall not be used by the Seller as evidence of effective control or quality by the sub-contractor.

13. DISPUTES

Pending final resolution of any dispute which may arise under the Purchase Order (whether the dispute concerns a question of fact or law or any claim made by either party), the Seller will proceed diligently with performance of work under the said contract and in accordance with the direction of the Purchaser.

14. REJECT AND/OR REWORK

- a. If in the opinion of the Purchaser any goods delivered to Purchaser under the order is found to be defective or otherwise not in conformity with the requirements of this order, the Purchaser will have the rights to:
 - i). Reject such goods within 10 days from date of delivery to the specified location.
 - ii). Rework and to re-deliver as instructed by the Purchaser
- b. The Seller will collect the goods that have been rejected by the Purchaser in accordance with Clause 14(a) within the period specified by the Purchaser, served to the Seller, failing which the Purchaser will return, dispose and/or destroy the goods at the Seller's cost and the Purchaser is not liable for any claim whatsoever arising from the failure of the Seller to comply with this clause.
- c. If rework or sorting is necessary due to non-conformity of specification by Seller and / or other faults of the Seller, at the Purchaser's discretion, the Seller must rework or sort the goods delivered. In such an event the Seller is liable for any additional expenditure incurred.

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15. **SELLER'S OBLIGATION**
The Seller will have the obligation to inform Medivest Sdn Bhd and seek re-qualification for major deviations from the approved samples.
16. **EXTRA CHARGES**
No charges of any kind including changes for packaging or documentation will be allowed unless specifically agreed to by the Purchaser in writing.
17. **TOOLS, etc.**
All patents, drawings, dies, tools and jigs, etc. supplied or paid for by the Purchaser will remain the Purchaser's properties and to be returned in good condition upon demand. Such patterns, drawings, dies tools, jigs, etc. will not be used in production, manufacture or design of any goods or materials other than the contracted for herein or pursuant hereto.
18. **INDEMNIFICATION**
- a. The Seller agrees to be responsible for all Seller's personnel performing work pursuant to the Purchase Order. If any direct claim for benefits or industrial dispute awards is asserted against the Company by any personnel or their personal representative(s), or by Seller's insurer, then the Seller will indemnify and hold the Company harmless from and against any such claim(s) to the extent of all benefits and awards, cost of litigation, disbursement and reasonable legal fees which the Company may incur in connection with such claims. At the Company's option, and upon written notice, Seller will undertake to defend the Company against such claim(s).
 - b. The Seller will indemnify, defend and hold the Company harmless from and against liability, loss, costs, claims, expenses, judgements and awards arising or claimed to have arisen out of injury to or death of persons, or damage to or destruction of property, including property of the Company, resulting from or in any way connected with the Seller's performance of the order.
19. **INSOLVENCY**
The Purchaser reserves the right to cancel all contracts resulting from the acceptance of the Purchase Order If the seller commits an act of bankruptcy or has a petition in bankruptcy presented against him which is not withdrawn within 30 days, or makes any arrangement with his creditors or being a company goes into liquidation either voluntary or compulsory.
20. **COMPLIANCE WITH THE LAW**
The seller will comply with all the laws, rules and regulations applicable in Malaysia.
21. **APPLICABLE LAW**
The Purchase Order will be interpreted in accordance with laws in Malaysia and will be governed by, construed and enforced in accordance with the laws of Malaysia. It is hereby agreed that the contract is deemed executed in Medivest Sdn. Bhd., Malaysia regardless of the actual place of signature or the actual place of performance.
22. **AGREEMENT**
The Purchase Order when accepted by the Seller in the manner required constitutes the entire and only agreement between the parties hereto and shall form part of all Purchase Order. No waiver, alienation or modification of any of the provisions hereto shall be binding unless it is agreed and signed by the authorised representatives of the purchaser.

I/We, hereby acknowledge receipt and confirm our acceptance for all the above Terms and Conditions stated.

Signed by :
Name of Contractor:

**APPENDIX II
 MEDIVEST SDN BHD
 CONFLICT OF INTEREST DECLARATION FORM**

Contract Ref:
Vendor Name/ Code:
Medivest Sdn Bhd Ref:

I understand that a conflict of interest (COI) may arise where my private interests influence, or may be seen to influence, my actions. In accepting this Contract, I affirm that, except as set out below.

- I understand my obligations to declare any conflict of interest to Medivest Sdn Bhd
- I do not have any professional, personal or family allegiance, bias, inclination, obligation or loyalty to Medivest Sdn Bhd, its subsidiaries, affiliates or any of its personnel.
- I do not have any financial interest in Medivest Sdn Bhd, its subsidiaries or affiliates, nor to the best of my knowledge do any of my relatives or friends.
- If a conflict of interest arises during my involvement with the assessment, I will declare it to Medivest Sdn Bhd immediately.

I hereby declared that:

- I have no conflict of interest
- I have conflict of interest (please complete the details below)

Medivest Sdn Bhd Personnel	Relationship	Is there a COI?	Describe any Conflict of Interest <i>(Continue on a separate sheet if necessary)</i>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Related Company	Relationship	Is there a COI?	Describe any Conflict of Interest <i>(Continue on a separate sheet if necessary)</i>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Name:		Signature:	
Role:		Date:	

For Office Use Only: Review and Declaration

Review and declaration is required in all cases with this exception: If the Vendor completes the COI declaration above and has no conflict of interest to declare, then the review and declaration below is not necessary.

I have reviewed the above declaration and (choose one):

- Agree that there is no conflict of interest.
- There is conflict of interest. Recommended action be taken to mitigate the declared conflict:

Name:		Signature:	
Role:		Date:	

**Completed Declaration Form will be kept with the contract/ vendor's file.*