

Versuni General Conditions of Purchase - Malaysia

1. Definitions

"Agreement" means these conditions, together with the Purchase Order and any agreed statement of work describing the Goods/Services to which the Purchase Order relates;

"Confidential Information" means all information or material in any form provided by or on behalf of either party to the Agreement in connection with the Agreement, whether provided before or after the effective date thereof;

"Versuni" means the purchasing entity identified in the purchase order, together with its affiliates benefiting from the Agreement;

"Versuni Materials" means the materials, data and other property (including all intellectual property) as made available by Versuni to Supplier in connection with this Agreement;

"Versuni Supplier Website" shall mean www.versuni.com/suppliers or such other website as communicated by Versuni;

"Goods/Services" means the goods and/or services detailed in the Purchase Order issued by Versuni Supplier;

"Intellectual Property Rights" (or "IPR") means all intellectual property rights of any nature applied for or existing anywhere in the world for their full term and together with any revivals, renewals or extensions.

"Purchase Order" means the Versuni purchase order issued by Versuni to procure Goods/Services from the Supplier, to which these conditions are attached by reference;;

"Policies" shall mean all policies that Versuni requires for the supply of Goods/Services, as evident from the Versuni Supplier Website;

"Supplier" means the supplying entity identified in the purchase order, together with its affiliates; "Third

Party Claim" means any claim from a third party that the Goods/Services or the use thereof by Versuni infringes the rights of any person;

"Unwanted content" shall mean material which breaches any applicable laws; which is listed on the restricted content list on the Versuni Supplier Website; contains open source software; or is offensive or defamatory;

2. Formation of the Agreement

2.1 The Agreement is binding upon Supplier after accepting the Purchase Order as evidenced by acknowledgement, supply of Goods and/or performance of Services. Versuni expressly rejects Supplier's general conditions of sale.

2.2 This Agreement contains the whole agreement between the parties and replaces all other arrangements on the subject matter, other than duly signed agreements between the parties relating to the provision of the Goods/Services.

2.3 Supplier shall submit invoices in accordance with any instructions included in the PO.

3. Supply of Goods/Services

3.1 Supplier warrants that it is willing and able to perform its obligations under the Agreement; and that the Goods/Services shall not infringe rights of third parties, including IPR.

3.2 Supplier warrants that the Goods/Services are supplied in accordance with the Purchase Order; shall be new and free from defects; will not include Unwanted Content; and shall be fit for the purpose for which the Goods/Services are supplied.

3.3 Supplier shall not, without prior written consent of Versuni, make any changes affecting Goods, including changes to manufacturing processes or manufacturing location.

3.4 In the event that Supplier anticipates any difficulty in supplying Goods/Services within the agreed timeframe, Supplier shall promptly notify Versuni.

3.5 Goods shall be delivered to the agreed delivery location. Risk to Goods shall transfer to Versuni after delivery and, where applicable, installation of the Goods. Ownership of Goods shall transfer on the earlier of delivery and payment of invoice.

3.6 After having had a reasonable opportunity to inspect the Goods/Services after delivery, Versuni will be deemed to have accepted the Goods/Services. In case of a latent defect, acceptance is deemed after a reasonable time after the defect has become apparent.

3.7 Versuni may inspect Goods/Services after they are supplied and may inspect the manufacturing location of Goods. Supplier shall provide reasonable assistance to inspection personnel.

3.8 If Goods/Services do not conform to the requirements of the Agreement, Versuni may require Supplier to repair or replace rejected Goods (including Goods in the same lot with the same characteristics) or re-perform the Services at Supplier's costs, within the time reasonably set by Versuni. Supplier shall bear costs of transportation. Versuni may also reduce the price in the same proportion as the value of the Goods/Services as delivered.

4. Prices; Invoicing; Payment

- 4.1 Supplier shall invoice Versuni in accordance with the agreed payment schedule, or otherwise after delivery/completion of the corresponding Goods/Services, within a period not exceeding six months as of the date of delivery/completion. The invoice shall contain the Purchase Order Number, VAT registration number and wording that shall allow Versuni to deduct taxes where applicable.
- 4.2 Fees set out in the Purchase Order are gross amounts and exclusive of any value added or similar tax ("Tax"). Supplier is responsible for paying Tax, but may charge Tax to Versuni, provided such Tax charge is separately mentioned on the invoice.
- 4.3 Subject to the acceptance of the Goods/Services by Versuni, the payment term for any fee is 95 days from the end of the month of in which a correct invoice is received (95 EOM), unless mandatory local law dictates otherwise.
- 4.4 Supplier shall not be entitled to any other consideration for the provision of the Goods/Services than the fees set out in the Purchase Order. Payment by Versuni does not release Supplier from its obligations under the Agreement
- 4.5 If Supplier fails to fulfill any of its obligations under the Agreement, Versuni shall notify Supplier and may suspend payments.
- 4.6 Versuni shall have the right to set-off amounts that it or any of its affiliates owes to Supplier or its affiliates under this Agreement with amounts that Supplier or its affiliates owes to any Affiliate of Versuni.

5. Ownership and Intellectual Property

- 5.1 All Versuni Materials will remain property of Versuni and shall be used solely for the purpose of fulfilling orders from Versuni. Versuni Materials shall be marked as owned by Versuni, shall be held at Supplier's risk and expense in safe storage, and shall be returned promptly upon Versuni's request.
- 5.2 Versuni shall own all IPR in any output/materials arising from the Goods/Services, and Supplier shall assign all IPR developed under this Agreement (foreground IPR) to Versuni. Supplier remains the owner of all pre-existing IPR and IPR not developed under this Agreement (background IPR).
- 5.3 The purchase of the Goods/ Services shall confer on Versuni and its Affiliates a world-wide, royalty-free, non-exclusive and perpetual license, including the right to sublicense, under all background IPR) controlled by Supplier to the extent necessary for Versuni to utilize the Goods/Services for the purpose for which the Goods/Services are supplied.

6. Information Security and Personal Data

- 6.1 Each party shall ensure that processing of data, and transmission of personal data to the other party, complies with applicable laws, including any required privacy notices or consents to individuals concerned.
- 6.2 Where Supplier processes personal data on behalf and for the benefit of Versuni, it shall do so only in accordance with the instructions of Versuni as documented in the Agreement. Supplier shall implement appropriate measures designed to ensure security of data processing, including confidentiality obligations on relevant personnel, and shall transfer personal data only to sub-processors (to the extent notified to Versuni) under a written contract that imposes obligations similar to those imposed to Supplier. Supplier shall provide reasonable assistance to enable Versuni to carry out data protection impact assessments; to comply with the rights of data subjects; and to comply with data protection legislation to which Versuni is subject. Upon the request of Versuni, Supplier shall enter into ancillary data processing agreement Supplier shall return or destroy personal data obtained under this Agreement after delivery of the Goods/Services.
- 6.3 Supplier shall have in place an information security management framework to protect Versuni Materials and personal data, and shall at a minimum include protection against loss and unauthorized alteration and access.

7. Compliance

- 7.1 Supplier shall inform Versuni if it is or becomes aware that Goods/Services are subject to applicable export control laws, and shall confirm export controls classification of Goods/Services upon written request.
- 7.2 Supplier shall provide declarations of origin sufficient to satisfy the requirements of the customs authorities of the country of receipt and applicable export controls laws.
- 7.3 Supplier shall act in compliance with all Policies.

8. Force Majeure

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of an event unforeseeable and beyond the control of Supplier (force majeure) and Supplier has provided sufficient proof thereof, the performance of the obligation concerned and corresponding payments shall be suspended for the duration of the force majeure. Versuni shall be entitled to terminate the Agreement with immediate effect by written notice and without any compensation to Supplier if the circumstance constituting force majeure endures for more than thirty (30) days. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

9. Indemnification & Liability

- 9.1 Supplier shall indemnify Versuni, its affiliates, employees and directors against all Third Party Claims, actions, administrative proceedings, damages (including indirect or consequential damages), judgments, penalties, costs and expenses as caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods/Services.
- 9.2 In respect of any Third Party Claim, Versuni shall notify Supplier and each party will at Supplier costs provide reasonable cooperation to the other part in the defence and settlement of the claim. Upon its request, Supplier will have sole authority to defend or settle a Third Party Claim, provided that Supplier keeps Versuni informed of material developments in defending the Third Party Claim and Supplier unconditionally and in writing releases Versuni of all liability in respect of the Third Party Claim.
- 9.3 Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.
- 9.4 Subject to Clause 9.1, neither party shall be liable for indirect, consequential or other special damage.

10. Suspension and Termination

- 10.1 Either party may suspend the performance of its obligations under the Agreement in the event that the other party:
 - a) is unable to pay its debts and is becoming insolvent;
 - b) ceases or threatens to cease to carry on business in the ordinary course;
 - c) breaches a material obligation under the Agreement, which cannot be remedied or otherwise is not remedied within 14 days of the date of written notice of notifying party.
- 10.2 Versuni may terminate this Agreement for convenience by giving seven days prior written notice to Supplier.
- 10.3 Upon termination, Supplier shall be entitled to reimbursement of its reasonable and non-recoverable costs incurred directly in relation to providing the Goods/Services prior to termination. Supplier shall aim to minimize such costs. Supplier shall refund Versuni for fees related to the period or termination. Termination shall not affect rights of either party accrued prior to termination.

11. Confidentiality

Supplier shall not use any Confidential Information other than for the purpose of the Agreement and shall not release any publication of any sort in relation to the Agreement without prior written consent of Versuni. This includes any use of Versuni's name and brands carried by Versuni in any marketing materials.

12. Miscellaneous

- 12.1 Supplier shall not assign or subcontract any of its rights or obligations under the Agreement without the prior written consent of Versuni.
- 12.2 Versuni may upon notice to Supplier assign or subcontract any of its rights or obligations under the Agreement.
- 12.3 The Agreement shall be governed by and construed in accordance with the laws of the country or state in which Versuni is located, as applicable.
- 12.4 Supplier and Versuni each consent to the exclusive jurisdiction of the competent courts in (i) the country or state in which Versuni is located; or (ii) at the option of Versuni, the jurisdiction of Supplier.
- 12.5 The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

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Version February 2023