

APPENDIX I – PCML STANDARD TERMS AND CONDITIONS

PREAMBLE

The SERVICE ORDER is issued by PCML to CONTRACTOR for the provision by CONTRACTOR of the SERVICES as specified herein and in accordance with the terms and conditions of this SERVICE ORDER.

ARTICLE 1 - DEFINITIONS

- 1.1 "PCML" means PC Myanmar (Hong Kong) Limited
- 1.2 "CONTRACTOR" means the person or persons, partnership, firm or company or legal entity receiving this SERVICE ORDER and includes CONTRACTOR's personnel, representatives, successors and assignees.
- 1.3 "SERVICE ORDER" means this document and any other document listed herein and shall constitute the entire agreement between the parties.
- 1.4 "SERVICES" means the undertakings as described herein.
- 1.5 "Work Site" means the location where the SERVICES is to be performed as designated by PCML.

ARTICLE 2 - ACCEPTANCE OF SERVICES

PCML shall have the right to reject the SERVICES or part of SERVICES rendered which do not comply with the SERVICE ORDER.

ARTICLE 3 - AMENDMENTS AND INCONSISTENCIES

PCML and CONTRACTOR shall mutually agree in writing to any amendment to the SERVICE ORDER. Subject to Article 4, In the event of any conflict or inconsistency between the terms and conditions of the SERVICE ORDER and the Attachments to the SERVICE ORDER, the terms and conditions shall prevail.

ARTICLE 4 - ARBITRATION

PCML and CONTRACTOR shall refer any disputes or differences arising out of this SERVICE ORDER to Arbitration in accordance with the rules of Arbitration Act 1952 (Revised 1972) or any statutory modification thereof if not settled amicably by PCML and CONTRACTOR. The place of arbitration shall be the Regional Center for Commercial Arbitration, Kuala Lumpur, Malaysia.

ARTICLE 5 - ACCESS AND AUDIT

PCML shall have the right to access to CONTRACTOR's premises as well as audit all CONTRACTOR's documents and records related to this SERVICE ORDER. Such right shall remain in force until up to 12 months after expiry or termination of this SERVICE ORDER.

ARTICLE 6 - CONFIDENTIALITY

CONTRACTOR shall maintain confidentiality the SERVICE ORDER and all matters arising out of it which are not in the public domain.

ARTICLE 7 - FORCE MAJEURE

Neither CONTRACTOR nor PCML shall be liable to the other party for any breach of the terms and conditions of the SERVICE ORDER where such breach occurs as a result of a Force Majeure.

Force Majeure shall include, but not limited to, Act of God, wars (declared or undeclared), rebellion, insurrection, acts of terrorists, act of government or government bodies (including legislative bodies, courts and executive officers of agencies), strikes, boycotts, lockouts or other labour disturbances, unusually severe weather during the period in question, or any other similar matters beyond the control of or which could not have been reasonably foreseen and/or avoided by the party affected by same.

ARTICLE 8 - HEALTH, SAFETY AND ENVIRONMENT

CONTRACTOR shall strictly adhere to PCML's SAFETY MANUAL (a copy of which is available from PCML's office) at all times in the execution of the SERVICE ORDER.

ARTICLE 9 - LAW

This SERVICE ORDER is governed, construed and effected in accordance with the laws of [Malaysia](#) and both PCML and CONTRACTOR agree, subjected to Article 4 hereof, to submit to the exclusive jurisdiction of the [Malaysian](#) Courts.

CONTRACTOR shall bear all costs for compliance with all applicable laws, rules and regulations and obtaining authorities' approval, licenses, permits for the performance of the SERVICE ORDER.

ARTICLE 10 - LIABILITIES AND INDEMNITIES

CONTRACTOR shall in the execution of this SERVICE ORDER be responsible for and shall protect, indemnify and save PCML harmless from and against any claims, demands, and causes of action for property damage and/or injury arising out of the act or omission to act, negligent or otherwise, of CONTRACTOR.

ARTICLE 11 - SERVICE CHARGES AND PAYMENT

CONTRACTOR shall submit its invoice(s) for the SERVICES that have been accepted by PCML. PCML's prior written approval must be obtained for all reimbursable expenses and claims for such expenses shall be supported by original supporting documents. Man-hours invoiced to PCML shall be supported by time sheets and/or man-hour reports verified by PCML.

Invoices shall be addressed to PCML's Finance Manager at the address specified in the SERVICE ORDER. Payment shall be made to CONTRACTOR's Bank as stated in the SERVICE ORDER. Unless otherwise stated in the SERVICE ORDER, PCML shall, subject to any disputed over the invoice, make payment within thirty (30) days of receiving the invoice. PCML shall make all payments in _____. Any rate of exchange used shall be the average of the buying and selling rates for telegraphic transfers quoted in the opening of business rate sheet published by a [reputable bank of the country of expenditure](#) on the day of payment.

ARTICLE 12 - SUBCONTRACTS AND ASSIGNMENT

CONTRACTOR must obtain PCML's written approval before CONTRACTOR can subcontract or assign any portion of the SERVICES or money due under this SERVICE ORDER.

ARTICLE 13 - SUSPENSION

PCML shall have the right to suspend the SERVICE ORDER for the following reasons:

- (a) force majeure (as in Article 17)
- (b) in the event of any complete or partial stoppage of PCML projects to which this SERVICE ORDER relates.
- (c) failure on part of CONTRACTOR to perform any of its obligations as per SERVICE ORDER.

Such suspension shall remain in force until such time that the above reasons are no longer applicable or otherwise when waived in writing by PCML.

ARTICLE 14 - TERMINATION

PCML may terminate the SERVICE ORDER at any time by given written notice in writing to CONTRACTOR. On receipt of such notice, CONTRACTOR shall cease performance of the SERVICES. In the event of such termination, the liability of PCML to CONTRACTOR shall not exceed the amounts if any due for SERVICES completed at the date of termination.

ARTICLE 15 - WARRANTY

CONTRACTOR warrants and guarantees that the SERVICES will be performed in a professional manner in accordance with good and sound industry practices and shall comply with the applicable specifications, codes and standards.

ARTICLE 16 - ACTIONS ON BEHALF OF PCML

In performing the SERVICES, CONTRACTOR shall not take any actions on behalf of PCML or conduct any operations that would subject either party to liability or penalty under any law, rules, regulations, or decrees by any government authority.

ARTICLE 17 - COMMENCEMENT AND COMPLETION OF SERVICES

CONTRACTOR shall commence the SERVICES as instructed by PCML and shall perform the SERVICES with due diligence and complete them on or before the scheduled completion date. Time shall be of the essence of this SERVICE ORDER.

ARTICLE 18 - LIENS AND CLAIMS

CONTRACTOR shall indemnify PCML against all liens, claims and encumbrances against CONTRACTOR's actions. PCML shall have the right to retain from any amount it owes CONTRACTOR a sum sufficient to offset such lien or claim until such lien or claim is satisfied, discharged or settled.

ARTICLE 19 - INSURANCE

CONTRACTOR shall, for performance of the SERVICES, effect and maintain at its own cost, all applicable insurances as required by law and as may be specified in this SERVICES ORDER.

ARTICLE 20 - TAXES AND DUTIES

CONTRACTOR shall pay all taxes, duties, assessments, royalties or other charges levied by any government authority in connection with the SERVICES. PCML shall have the right to deduct sums from monies due to CONTRACTOR hereunder for the aforesaid payment as required by law. Such withholding shall relieve PCML of further obligation with respect to any amount withheld.

ARTICLE 21 - PATENT INDEMNITY

CONTRACTOR shall indemnify PCML against any claim arising out of any infringement of patents, registered designs or other rights which may arise as a result of the purchase or use of the GOODS supplied by the CONTRACTOR.

ARTICLE 22 - SPECIAL CONDITIONS

Where special conditions are stated on the form of this SERVICE ORDER, those conditions shall apply equally with the general conditions shown above except that where any inconsistency arises between the general and special conditions, the special conditions shall apply.

ARTICLE 23 - NOTICES

All notices required herein shall be in writing and shall be deemed to have been properly given or made to both parties at the addresses indicated in the SERVICE ORDER.

CONTRACTOR is required to notify PCML by giving notices to Manager, Supply Chain Management as stated in the SERVICES ORDER, and User Department at PCML's Yangon Office, Myanmar.

END OF TERMS AND CONDITIONS