

**PENTAMASTER EQUIPMENT MANUFACTURING SDN. BHD. (749166-A)**

PLOT 18 & 19, TECHNOPLEX, MEDAN BAYAN LEPAS,
TMN. PERINDUSTRIAN BAYAN LEPAS, PHASE IV,
BAYAN LEPAS, 11900 PENANG, MALAYSIA
SST Reg No:

PHONE +604 646 9212
FAX +604 642 7752

Approved

Purchase Order

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Vendor: RYAN SWAINE <ryan.swaine@viamed.co.uk> P/O no: POQ210302599-G
VIAMED LTD
15 STATION ROAD
CROSS HILLS KEIGHLEY
WEST YORKSHIRE, BD20 7DT, UNITED KINGDOM
Phone: +44 (0)1535 634542 Fax: +44 (0)1535 635582
P/O date: Mar/3/2021
Payment terms: T.T IN ADVANCE

Ship to address: PENTAMASTER EQUIPMENT MANUFACTURING SDN. BHD.
PLOT 18 & 19, TECHNOPLEX, MEDAN BAYAN LEPAS,
TMN. PERINDUSTRIAN BAYAN LEPAS, PHASE IV,
BAYAN LEPAS, 11900 PENANG, MALAYSIA
Phone: +604 646 9212 Fax: +604 646 7212
Shipment terms: EX-WORK U.K.
Shipment method:
Purchaser name: Ginny Yeo (274)
Currency: USD

No	Description	Rev No	Quantity	Uom	Unit price	Unit Discount	Amount
1	10030.092 TELEDYNE OXYGEN SENSOR R-17MED MFG: TELEDYNE ANALYTICAL MFG P/N: R-17MED Project JO No Quantity Required Date PQRUD20001 PQRUD20001. 1.00 Mar/9/2021 J001		1	EA	0	0.00	0.00
2	10030.093 AX/MX300 RS232 INTERFACE CABLE FOR USE WITH TELEDYNE AX300 & MX300 OXYGEN ANALYSERS WITH RS232 OUTPUT. LENGTH: 1.5M MFG: TELEDYNE ANALYTICAL MFG P/N: AX/MX300 Project JO No Quantity Required Date PQRUD20001 PQRUD20001. 1.00 Mar/9/2021 J001		1	EA	30.75	0.00	30.75
3	10030.094 TELEDYNE OXYGEN MONITOR WITH ALARMS – MX300-I 3.5 DIGIT DISPLAY - RS232 DATA OUT MFG: TELEDYNE ANALYTICAL MFG P/N: MX300-I Project JO No Quantity Required Date PQRUD20001 PQRUD20001. 1.00 Mar/9/2021 J001		1	EA	474	0.00	474.00
4	83003.001		1	EA	25	0.00	25.00

Remarks: Quotation No# 19022113RS

Please indicate our P/O No and Project ID on all correspondences. All D/O must be
Acknowledge Receipt by our store personnel.

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No	Description	Rev No	Quantity	Uom	Unit price	Unit Discount	Amount
ANY BANK CHARGES							
	Project	JO No	Quantity	Required Date			
	PQRUD20001		1.00	Mar/9/2021			

Remarks: Quotation No# 19022113RS

Requestor KHOR SAY YIN

Please indicate our P/O No and Project ID on all correspondences. All D/O must be Acknowledge Receipt by our store personnel.

Computer generated purchase order. No signature required.

Total: 529.75

PENTAMASTER STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS/SERVICES

1. DEFINITION

The following terms have the following meanings:

<u>Words</u>	<u>Meanings</u>
“Agreement”	The terms and conditions of this Agreement together with the Purchase Order, as varied from time to time in accordance with its terms.
“Buyer” or “Pentamaster”	Pentamaster Corporation Berhad (Company No. 572307-U) and/or its Affiliates where applicable
“Products”	Any products of any nature produced for Pentamaster by the Supplier inclusive but not limited to the Documentations relating to the products or any ancillary services such as product assembly, installation, support, upgrade and repair services.
“Purchase Order”	Purchase order issued by Pentamaster to the Supplier upon placing order.
“Services”	Sub-contract services to produce the Products carrying out at the premises of the Supplier, Pentamaster or the customer of Pentamaster provided by the Supplier to Pentamaster
“Supplier”	The supplier who accepts the purchase order of Pentamaster and/or its Affiliates where applicable

2. OFFER/AGREEMENT

- 2.1 Each Purchase Order together with this Agreement and any documents specifically reference herein is an offer by the Buyer to the Supplier. A contract is formed on the date that the Supplier accepts the offer of the Buyer. In consideration of the Supplier accepts the offer of the Buyer, the Supplier agrees and undertakes to supply the Products and/or Services to Pentamaster in accordance with the terms and conditions of this Agreement. In the event that Affiliates are involved, Pentamaster and the Supplier agree that it shall ensure that its respective Affiliates are bound by the terms and conditions of this Agreement.

3. ORDERING AND PRICING

- 3.1 The parties may exchange purchase orders, sales acknowledgements and invoice forms. All use of forms and orders are governed by the terms and conditions herewith. No terms and conditions contained in the Supplier’s quotations, acceptance, sales acknowledgement, delivery order and/or invoice forms will supersede, extinguish, add to, alter or amend the terms and conditions herewith, even if signed by either or both parties.
- 3.2 Upon the Supplier receiving the Purchase Order, if there is no objection within three (3) Business Days, the Supplier’s commencement of services or shipment of the Products, whichever occurs first, constitutes acceptance of the Purchase Order and bound by terms and conditions of this Agreement.
- 3.3 The prices identified in the Purchase Order shall be the contract price and shall include any and all charges for taxes of any kind, boxing, packaging, crating and returnable containers unless otherwise provided for in the Purchase Order.

4. SHIPMENT, DELIVERY AND PACKING

- 4.1 Unless otherwise stated in the Purchase Order, any shipment or delivery must be at Pentamaster’s Head Office. All shipment and delivery must be shipped through the “carrier” and via “method” specified in the Purchase Order. If the Supplier ships the Products through a “carrier” or via “method” which is not stated in the Purchase Order, the Supplier must pay for freight costs incurred through the use of the unauthorized “carrier” and “method”.
- 4.2 Upon delivery of the Products or Services to the Buyer’s receiving store, all drawings and documentations must be returned to the Buyer together with the quality checking reports.

5. BILLING

- 5.1 In order to facilitate payment, all delivery order must be in accordance with the Buyer’s Purchase Order number, part number, item number and revision with full description as per the Purchase Order.
- 5.2 Delivery shall be made to the “Receiving Store” of the delivery address specified on the Purchase Order or the Head Office if no delivery address is specified.
- 5.3 Original delivery order shall be attached to the shipment.
- 5.4 Delivery documents which are not acknowledged by the receiving store will be rejected.
- 5.5 Payment will not be made for Products or Services unless they are in compliance with Corporate Supply Agreement, Purchase Order and/or the Product Schedules.

6. WARRANTY

- 6.1 The Supplier represents and warrants that the Products shall be of quality, free from defects in design, manufacture, materials and workmanship, are merchantable, and are fully fit for their intended purpose, including the purpose for which they will be used by the Buyer or the Buyer's customers. This warranty for the Products or any parts of the Products shall be in effect for a duration under any of the relevant or applicable basis: (i) duration as set out in the warranty package provided by the Supplier from time to time; (ii) duration equivalent to the warranty period as provided by the manufacturer to the Supplier; (iii) in accordance to the mileage of usage; (iv) one (1) year period from the date of receipt of Products or Services by the Buyer.

7. CHANGES, CANCELLATIONS AND RE-SCHEDULING

- 7.1 The Buyer reserves the right, including but not limited, to reschedule delivery, shipment or make changes to the specifications, drawings, samples, materials and/or quantity upon giving written notice to the Supplier. If the Buyer makes such changes, the contract price and/or performance schedule shall be amended accordingly by mutual agreement.
- 7.2 The Buyer may terminate all or any part under the Purchase Order at any time for its convenience to the Supplier. If the Buyer provides the written notice to the Supplier at least seven (7) calendar days prior to the specified shipping date, the Buyer shall have no liability for termination. If the Buyer terminates the Purchase Order on less than seven (7) calendar days advance notice, the parties will negotiate a reasonable termination charge, if any, based on all appropriate factors.

8. LATE DELIVERY

- 8.1 If the Supplier fails to timely perform or deliver, the Supplier is liable to Pentamaster for (i) all of Pentamaster's costs, losses and damages incurred as a result of such delay, including but not limited to penalties Pentamaster must pay to its customers and all costs (including expediting costs) associated with Pentamaster's substitution of another supplier's product(s) or service(s) to cover for the Product(s) or Service(s) not delivered by the Supplier or increased transportation costs, or at Pentamaster's option (ii) liquidated damages in the amount of one percent (1%) per day up to a cap of twenty percent (20%) of the contract price of the delayed Product(s) or Service(s).

9. INSURANCE

- 9.1 The Supplier shall maintain at its own expense sufficient insurance coverage for its employees including the personnel sent to the premise of the Buyer of the Buyer's customer.

10. CONFIDENTIAL INFORMATION

- 10.1 The Supplier undertakes not to disclose the confidential information to any other parties save for required by law and not to use the Confidential Information to design, develop or manufacture products or provide services to any other parties.

THIS PURCHASE ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS AND PROVISIONS OF THE CORPORATE SUPPLY AGREEMENT OF PENTAMASTER REFERENCED AT THE FOLLOWING LINK. THE TERMS AND CONDITIONS OF THAT AGREEMENT SHALL PREVAIL OVER ANY CONFLICTING PREPRINTED TERMS AND CONDITIONS OF THIS PURCHASE ORDER.

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