

SUPPLIER'S POLICY

1. **Applicability.** This Purchase Order shall be governed by the Supplier's Policy ("Supplier Policy") which is available at <https://hartalega.com.my/sustainability/corporate-governance/>. The Supplier Policy applies to all Purchase Orders placed by the Hartalega group of companies ("Company") and duly accepted by the Supplier ("Supplier") for the provision of Goods and/or Services ("Goods and/or Services"). The Supplier Policy, together with any documents incorporated by reference, constitutes the sole and entire agreement between the parties with respect to the Purchase Order, unless a separate, executed Commercial Agreement is already in place between the parties. In the event no such Commercial Agreement exists, it supersedes all prior or contemporaneous understandings, negotiations, representations, warranties, and communications, whether written or oral, and takes precedence over any terms or conditions contained in any other documentation. It expressly excludes any of the Company's general terms and conditions of purchase or any other document issued by the Company in connection with the purchase of the Goods and/or Services. However, if a signed Commercial Agreement exists, the terms of that Commercial Agreement shall prevail and govern the relationship between the parties to the extent of any conflict or inconsistency with the Purchase Order.
2. **Purchase Order and Acceptance.** Goods and/or Services will not be paid if supplied or performed without the official order of the Company for the supply of such goods or perform of such services.
3. **Performance.** The Supplier shall:
 - (a) comply with all the requirements stated in this Purchase Order hereof, including date of delivery and any specifications, materials, packaging, or drawing incorporated into this Purchase Order and any amendments or modifications thereof.
 - (b) be responsible to obtain all business licenses, registrations, approvals and/or permits required for the Supplier to conduct its business, deliver the Goods and/or perform the Services from relevant regulatory authority and shall upon requested by the Company, provided such business licenses, registrations, approvals and/or permits for review.
 - (c) indemnify and hold harmless the Company from and against any and all actions, claims, liabilities, demands, losses, damages, costs and expenses whatsoever sustained or incurred by the Company arising from or in connection with (i) the Supplier's negligence act or misconduct or omission of the Supplier; (ii) breach by the Supplier in any of its obligations and terms and conditions contained in this Purchase Order; (iii) death, bodily injury or loss or damage to personal property resulting from the use of or any alleged defect in the Goods and/or Services.
 - (d) comply with all laws, statutes, ordinances, orders or regulations affecting the supply of the Goods and/or perform of the Services to the Company.
 - (e) agree and ensure all personnel/staff/employees/workmen engaged, assigned or deployed by the Supplier shall at all times be the employees of the Supplier and under its sole and exclusive direction and control and nothing would constitute or deem to constitute such personnel/staff/employees/workmen as employees of the Company or working for the Company. The Supplier shall, upon requested by the Company or prior to supply of the Goods and/or perform of the Services, furnish the Company with a list of names and photocopies of the National Identity Cards, passports and/or working permits (if a foreign worker) of the

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Supplier's personnel/staff/employees that it intends to engage, assign or deploy to for the supply of the Goods and/or perform of the Services and shall ensure that such list is at all times current and accurate and shall update and furnish Company with any changes from time to time.

- (f) shall not employ any illegal/forced personnel/staff/employees/workmen in the performance of the Services hereunder and shall ensure that all foreign personnel/staff/employees/workmen employed and/or appointed by the Supplier for the supply of the Goods and/or perform of the Services have at all times valid visas, work permits, licences and all other relevant documents necessary for their employment/services in Malaysia.
 - (g) be responsible for the payment of all stamp duty whereby both Parties have agreed that the Supplier has to bear such cost pursuant to the Commercial Agreements and/or any related documents. The Supplier shall stamp the Commercial Agreements and/or any related documents within thirty (30) days from the date of execution and shall furnish the Company with satisfactory evidence of payment of such stamp duty together with a valid stamp certificate. In the event the Supplier fails to comply with this requirement, the Company shall be entitled, without prejudice to any other rights or remedies available under the commercial arrangement, at law or in equity, to withhold payment of the entire invoiced amount until such time as satisfactory proof of stamping and payment of the stamp duty is provided by the Supplier.
4. **Price.** Price for the Goods and/or Services shall be as indicated in this Purchase Order. Price increases or charges not expressly set out in this Purchase Order shall not be effective unless agreed to in writing by the Company.
 5. **Delivery of products.** The Supplier agrees to supply and deliver the Goods to the Company and/or to perform the Services, as applicable, in accordance with the delivery terms as set out in the Purchase Order.
 6. **Title and Risk.** Title and risk of loss or damage shall pass to the Company upon receipt of the Goods at the delivery point designated by the Company, unless otherwise agreed to by the Company in writing. The Company has no obligation to obtain insurance while Goods are in transit from Supplier to the delivery point designated by the Company.
 7. **Defective/ Non-Delivery.** If any Goods and/or Services thereof are found to have defects in workmanship, materials, or design, do not comply with the specifications or requirements of the Purchase Order, or are delivered damaged or unfit for their intended purpose, the Company, at its sole discretion, may require the Supplier to repair or, if instructed, replace the defective Goods to the Company's satisfaction, without any compensation or reimbursement due to the Supplier. Alternatively, the Company may reject and return the defective Goods to the Supplier at the Supplier's risk and expense, and may purchase equivalent Goods elsewhere, with any additional costs incurred by the Company to be reimbursed by the Supplier, without compensation or reimbursement to the Supplier. In the event of non-delivery of Goods and/or Services, the Supplier shall adjust the invoice to reflect the actual quantity delivered or refund any payment made by the

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Company for such Goods and/or Services, and the Company shall be entitled to procure equivalent Goods and/or from other sources, with any extra expenses incurred by the Company to be reimbursed by the Supplier.

8. **Intellectual Property.** The Supplier warrants to the Company that all Goods and/or Services shall not infringe or violate any intellectual property rights of any person. The Supplier shall indemnify and hold harmless the Company from and against all actions, claims, liabilities, losses, damages, cost, demands, charges and expenses whatsoever suffered or incurred by the Company arising from or in connection with infringement or alleged infringement of any copyrights patent, trademark, trade name, registered design or other intellectual property rights as a result of using the goods of the Supplier or performance of the services by the Supplier.
9. **Confidentiality.** The Supplier and/or its directors, officers, employees, agents and workmen shall safeguard and keep confidential any and all information relating to the Company and shall not disclose this Purchase Order or any designs, drawings, specifications and other information provided or disclosed to the Supplier by the Company in connection with this Purchase Order to any third party without the Company's prior written consent. The Supplier shall use such information only for the purpose of carrying out its obligations under this Purchase Order.
10. **Governing Law.** This Purchase Order and the terms and conditions contained herein shall be governed by and construed in accordance with the laws of Malaysia.
11. **Specific Conditions.**
 - (a) Address for Goods and/or Services – all Goods must be consigned to the address designated by the Company and be carriage paid unless otherwise stated. All Services shall be performed at the location specified by the Company, or at such other location as may be agreed in writing between the parties.
 - (b) Purchase Order Number – the Purchase Order Number must be quoted in full whenever it is referred to and, on all invoices, and advice.
 - (c) Delivery Order/ Packing List – must be sent together with the Goods to the address to which the good are consigned. Packing List is to be attached with the goods to be dispatched. All Goods shall be properly and securely packed worthy for delivery/transportation.
 - (d) Invoice – invoices for the Goods and/or Services shall be issued and posted immediately to the Finance department of the Company. No responsibility will be accepted for the delay or error in sending invoices.
 - (e) Enquiries – all enquiries regarding this Purchase Order should be addressed to the address as indicated in this Purchase Order.
 - (f) Payment Terms – 60 days from date of receipt of the invoice by the Company or unless other terms are specified.

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- (g) Penalty on Late Delivery – a 5% penalty will be charged on a weekly basis on the total price of this Purchase Order calculating from the due date of delivery until the date of actual delivery of the Goods and/or actual performance of the Services stipulated.
 - (h) Exemption – items under duty exemption (if any) will be highlighted in this Purchase Order and all Shipping documents must follow exactly the descriptions contained in this Purchase Order for customs clearance.
12. **Time.** Time is of the essence with respect to delivery of the Goods and/or performance of Services. Goods shall be delivered, and Services shall be performed by the applicable delivery date or a date mutually agreed by both Parties. Supplier must notify the Company if the Supplier is likely to be unable to meet any delivery date.
 13. **Independent Party.** The Supplier shall perform its obligations under this Purchase Order as an independent party and the Supplier, or its employees shall not in any event be considered as employees, agents, partners or joint venturers of the Company. The Supplier shall have no authority to represent the Company in any way.
 14. **Cancellation.** The Company reserves the right to cancel this Purchase Order in the event any of the clauses contained herein are breached by the Supplier. The Company shall thereupon not be liable to the Suppliers for any cost or expenses or losses suffered or incurred by the Supplier.
 15. **Change or Modifications of Goods and/or Services.** Prior to any change or modification to the process, specifications, formulations, methods, raw materials, storage, labelling, packaging and equipment which may have any impact on the quality of the Goods and/or Services or any regulatory applications relating to the Goods and/or Services, the Suppliers shall submit to the Company the Supplier's proposal in writing of such change or modification for the Company's approval and allow the Company to examine whether such proposed change or modification would have an adverse effect. In such event, the Suppliers shall provide the Company with all relevant documents, records and information necessary for the Company to conduct its examination and evaluation of such proposed change or modification.
 16. **Code of Business Conduct and Ethics.** The Supplier shall conduct business responsibly, with integrity and transparency, and shall adhere to the code of conduct set forth in SUPPLIER CODE OF CONDUCT accessible in the Company's website under Corporate Governance segment at <https://hartalega.com.my/sustainability/corporate-governance/>.
 17. **Anti-Bribery and Anti-Corruption Policy.** The Supplier shall comply at all times with all laws (whether international, national, state or otherwise) and regulations pertaining to anti-bribery and anti-corruption regulations and requirements as may be legislated by the Malaysian Government or other authorities having jurisdiction and otherwise as set forth in HARTALEGA ANTI-BRIBERY AND ANTI-CORRUPTION POLICY accessible in Company's website under Corporate Governance segment at <https://hartalega.com.my/sustainability/corporate-governance/>.

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18. **Personal Data Protection Policy.** The Supplier shall comply at all times with all laws (whether international, national, state or otherwise) and regulations pertaining to Personal Data Protection Act and requirements as may be legislated by the Malaysian Government or other authorities having jurisdiction and otherwise as set forth in HARTALEGA PERSONAL DATA PROTECTION POLICY accessible in Company's website at <https://hartalega.com.my/personal-data-protection-policy/>.
19. **Compliance with Sanctions Laws.** The Company conduct business with integrity and in strict compliance with applicable sanctions legal and regulatory frameworks, including but not limited to U.S. Office of Foreign Assets Control (OFAC) where applicable (collectively "Sanction Laws"). The Supplier represents, warrants, and covenants that it shall not engage in, facilitate, or have any direct or indirect dealings with any individuals, entities, or countries subject to relevant Sanction Laws. In the event the Supplier becomes aware of or has reason to suspect any involvement in transactions or activities that may contravene Sanctions Laws, the Supplier shall promptly notify the Company in writing with full and frank disclosure without delay. The Company shall have the right to assess such contravention and to take any preventative measures / necessary actions, including but not limited to terminate this Agreement at its liberty and sole discretion without any liability.
20. **Compliance With Anti-Money Laundering Laws.** Both Parties agrees to comply fully with the Malaysia Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA"), including any amendments, rules, regulations, and by-laws made thereunder. In this regard, the following shall apply:

All payments under this Purchase Order shall be made directly by the Company to the Supplier whose name appears on this Purchase Order , the relevant invoice, or other official documentation.

Please acknowledge receipt of this Supplier's Policy. This is a computer-generated document. No signature is required. By fulfilling any Purchase Orders issued by the Company, the Supplier is deemed to have read, understood and unconditionally agreed to comply with the Company's Supplier Policy.