

## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

This Purchase Order is valid for the amount stated on the reverse page of this document. Please deliver the Products and/or Services listed on the Purchase Order, to Baxter, upon the following terms and conditions:

1. By its acceptance of this Purchase Order, Supplier acknowledges that Baxter is purchasing the Products and/or Services as described on this Purchase Order. Baxter's obligation to pay for the Products is conditioned upon the occurrence of all of the following: (i) receipt, in form satisfactory to Baxter, of a delivery order of acceptance signed by Baxter covering all of the Products and/or Services; and (ii) receipt of a detailed, complete and correct invoice for the Products and/or Services from Supplier.
2. Supplier shall supply the Products and perform the Services as Baxter may request from time to time, subject to this Agreement and the applicable Purchase Order. Without limiting the foregoing, this Agreement shall apply to the supply of all Products and performance of all Services by Supplier or its sub-contractors to Baxter, but nothing in this Agreement shall obligate Baxter to order any Products or Services from Supplier or prevent Baxter from procuring Products or Services from any other supplier. (B) Supplier shall not supply Products or perform Services without a Purchase Order. Baxter may, in its sole discretion, reject any Products supplied or Services performed for which no Purchase Order has been issued, at any time after becoming aware that the Products and/or Services are not supported by a Purchase Order and refuse payment for those Products and/or Services or in a case where Baxter has already paid for the Products and/or Services, the amount paid shall be deemed a debt due and payable by Supplier to Baxter. (C) Time of performance of Supplier's obligations is of the essence of this Agreement and each Purchase Order, including, with regard to time of supply of the Products and performance of the Services.
3. Supplier shall bear and insure against the risk of loss and damage to the Products and title and risks to the Products shall transfer to Baxter when they are delivered to Baxter's premises.
4. The total price payable by Baxter for the Products and/or Services and any other items are indicated on this Purchase Order. Such amount shall be due and payable within the "payment terms" set out on the reverse page of this Purchase Order after all of the conditions specified in Paragraph 1 have been satisfied.
5. Supplier's shipment or delivery of the Products and/or Services shall constitute acceptance by Supplier of this Purchase Order on these terms and conditions. Any preprinted terms and conditions on Supplier's verification or acknowledgment of this Purchase Order shall be of no force or effect.
6. Supplier warrants and covenants to Baxter that: (i) the Products when delivered shall conform to the specifications or description set out in this Agreement and/or the Purchase Order; (ii) the Products shall be of satisfactory quality and fit for the purpose held out by Supplier or made known to Supplier; (iii) it has good and transferable title to the Products and the Products, when delivered, shall be free from defects in design, workmanship and materials; (iv) the Services shall conform to the service levels set out in this Agreement and/or the Purchase Order; (v) the Services shall be performed with due care and skill as a reasonably prudent provider of similar services would use under similar circumstances; (vi) the Services shall be performed in a safe, diligent and workmanlike manner, in accordance with generally accepted industry practices and sound engineering principles; and (vii) Supplier shall utilize the technical competence, financial capacity, management skills and competent and qualified personnel and equipment necessary to carry out its obligations. (B) Supplier shall promptly: (i) remedy, free of charge, any failure of a Product to comply with the warranties in this Agreement; and (ii) re-perform, free of charge, any Services which fail to comply with the warranties in this Agreement, provided that Baxter notifies Supplier of the relevant defect or non-conformity in writing within 30 days after becoming aware of the same. If, within three days after Baxter has notified Supplier of a defect or non-conformity, Supplier has not initiated correction, or if Supplier is not at any time diligently pursuing correction, Baxter may correct the defect or non-conformity and Supplier shall be liable for all reasonable costs of repair and/or replacement. Following accrual of this right of correction to Baxter, Supplier's subsequent responses shall not limit Baxter's right to correct.
7. The following Clauses shall apply: (A) **Definition.** For the purposes of this Clause, "Baxter Content" means any and all trademarks, service marks, names, logos, data, texts, pictures, sound, video, graphics, icons, symbols and other materials, in whatever form, including any intellectual property rights related thereto, that are owned or licensed by Baxter or any of its Affiliates and provided by Baxter to Supplier for use pursuant to this Agreement. (B) **Conditions of Use.** Supplier undertakes to Baxter that: (i) it and its Affiliates shall not use the Baxter Content for any purpose other than the purpose which is authorized by Baxter in writing in connection with this Agreement; (ii) all representations of the Baxter Content shall comply strictly with the format approved by Baxter in writing; (iii) it and its Affiliates shall not use the Baxter Content in conjunction with other marks, names or identification (whether belonging to Supplier or a third party) without the prior written consent of Baxter; and (iv) without prejudice to any rights and remedies available to Baxter, forthwith recall and at Baxter's option, destroy or deliver up to Baxter, all materials, media and document on which the Baxter Content are used in any manner not expressly permitted by Baxter under this Agreement. (C) **No Re-Printing, Copying Etc.** Supplier represents, warrants and undertakes that at no time shall it or any of its Affiliates (or any of their respective Representatives) be permitted to engage, or be engaged, whether directly or indirectly, in the re-printing, copying, falsification, reproduction, distribution, modification, making, sale, offering to sell, import, use or exploitation of the Baxter Content or Products in any way whatsoever in whatever medium and in any territory (D) **Intellectual Property.** All Baxter Content shall remain the exclusive property of Baxter and/or its Affiliates. Supplier shall not and shall ensure that its Affiliates and their respective Representatives shall not use the Baxter Content for any purpose whatsoever in the world save that Baxter hereby grants to Supplier a limited, non-transferable, non-exclusive right (without right to sub-license) to use, reproduce and modify any Baxter Content solely as expressly directed by Baxter for use in the manufacture of the Products for supply to Baxter only. To this end, Supplier shall protect all Baxter Content against unauthorised access and reproduction to the same extent as it protects its own property, which shall in any event be not less than reasonable protection, and shall implement any protective and/or security measures as Baxter may designate from time to time to Supplier. (E) **Return of Baxter Content Etc.** Upon termination for any reason or expiry of this Agreement, or at any time upon Baxter's request, Supplier shall promptly return to Baxter any and all Baxter Content and confidential information and all copies and reproductions of the Products (whether wholly or partly printed or manufactured) then in progress together with any associated documentation.
8. Supplier shall keep confidential and secure, and not misuse for its own gain or otherwise, any information of Baxter which is identified as, or would reasonably be expected to be, proprietary, confidential and/or commercially sensitive. Supplier may only disclose or use such information other than in connection with the performance of its obligations under this Agreement if: (i) required by law, (ii) authorized in writing by Baxter, or (iii) such information is or becomes through no default of Supplier, public information, or is lawfully received by Supplier from a third party on an unrestricted basis, or is already known to Supplier before receipt from Baxter. This obligation of confidentiality shall survive termination of this Agreement for whatever reason for a period of 3 years from the date of termination.
9. Supplier may not assign this Purchase Order to any third party.
10. Baxter may cancel this Purchase Order by written notice to Supplier, without liability, except for any Products and/or Services for which all of the conditions specified above for payment have been satisfied, prior to delivery of the cancellation notice.
11. This Purchase Order shall be governed by and construed in accordance with the laws of Malaysia.