



**NS BLUESCOPE MALAYSIA SDN BHD (NSBSM)**  
**NS BLUESCOPE LYSAGHT MALAYSIA SDN BHD (NSBLM)**  
**NS BLUESCOPE ASIA SDN BHD (NSBSA)**

## **Appendix 1**

### **PURCHASE ORDER – STANDARD TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES**

1. You must supply the Services to us at the Site in accordance with, and as specified in, the Order.
2. You must:
  - (a) perform the Services with the level of care, diligence and skill reasonably expected of a properly qualified and experienced professional person providing services similar to the Services;
  - (b) perform the Services so as to avoid interfering with, disrupting or delaying the services or works performed or provided by other consultants or contractors;
  - (c) ensure that the Services are fit and suitable for any purpose expressed in the Order or reasonably inferred from the Order;
  - (d) perform the Services in compliance with the requirements of all relevant statutory authorities in Malaysia and all relevant laws in Malaysia;
  - (e) comply with our reasonable directions relating to the performance of the Services;
  - (f) when on the Site, comply with our directions, procedures and policies relating to occupational health, safety and security requirements
  - (g) keep adequate records of the Services performed under the Order and, if requested by us, immediately provide to us copies of those records and all correspondence or other material arising from or relating to the provision of the Services;
  - (h) ensure that, if goods or materials are supplied incidental to the Services, they shall be new, of good quality and fit for their intended purpose;
  - (i) inform yourself of our requirements and carefully examine any information or documentation provided by us to the extent necessary to properly perform the Services;
  - (j) promptly notify us if you become aware that any document or other information provided by us is ambiguous or inaccurate or is otherwise insufficient to enable you to carry out the Services
  - (k) consult regularly with us throughout the performance of the Services; and
  - (l) keep all information provided to you by us confidential and ensure that any sub-consultant that you engage does the same.
3. You must proceed with the Services with due expedition and without delay and you must complete the Services by the completion date in the Purchase Order. If required by us, you must, within 7 days of our request, provide a detailed program showing the major activities involved in completing the Services and the dates by which or time within which the activities are to be executed or completed. In preparing the program you must incorporate any key dates outlined in the Purchase Order. You must not depart from the agreed program without our prior approval. You must promptly notify us of any delays or potential delays to the performance of the Services and take all steps reasonably necessary to minimise the effect of any delay to the Services.
4. You must hold (and ensure that all of your sub-consultants hold) all necessary approvals, authorities, licences and permits which are required by the relevant statutory authorities in Malaysia and in any jurisdiction in which the Services are being performed for the proper performance of the Services.
5. We have a right to inspect and examine the quality of the Services being provided. Such inspection or examination by us does not relieve you of your obligations under the Order.
6. We may at any time, and from time to time, by notice in writing to you, direct a variation to the Services, either by way of increase or decrease in the Services, or by way of changes in the character or quality of material or equipment to be supplied (if these are required to be supplied as part of performing the Services). No variation to the Services invalidates the Order and you must promptly comply with any direction given by us under this clause 6. Unless otherwise agreed in writing, we will apply reasonable rates and prices to value the variation.
7. We agree to pay you the Price so long as the Services fully comply with the Order. Unless the Order provides otherwise, the Price is fixed and is not subject to rise and fall and is inclusive of all taxes and charges imposed or levied on you or on your personnel by any government bodies in Malaysia in connection with the provision of the Services including, without limitation, business tax, corporate income tax, stamp duty, individual income tax, payroll and employment taxes, all contributions payable by law, import or export licences, import and export taxes, harbour dues, pilotage fees, port fees, wharf fees, loading or unloading costs except for sales and services tax under the Sales Tax Act 2018.
8. You will be responsible for and must pay all taxes and charges, including but not limited to business tax, corporate income tax, stamp duty and individual income tax prevailing during the term of the Order imposed or levied on you or your personnel by any government bodies of Malaysia, in connection with and in the performance of the Services and any other obligation under the Order. You will indemnify us for any business tax and any other taxes or charges which is or are levied directly against us by any government bodies of Malaysia as a result of, or in connection with, your failure to comply with the preceding sentence in this clause 8.
9. You must invoice us upon completion of the Services. When submitting your invoice you must provide us with a tax invoice if the invoice is subject to value added tax or any other similar local tax levied in Malaysia. Unless we receive the proper tax invoice we will not be liable to pay you the Price.
10. We will pay all invoices rendered to us by you under clause 9 in accordance with the payment terms set out in the Purchase Order, except where we: (a) exercise a right to retain or set-off part of the Price pursuant to the Order; or (b) dispute the invoice, in which case:
  - (i) we will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
  - (ii) if the resolution of the dispute determines that we are to pay an amount to you, we will pay that amount as soon as practicable after resolution of that dispute.
11. We may reduce any payment due to you under the Order by any amount for which you are liable to us. This does not limit our right to recover those amounts in other ways.
12. Before commencing the performance of any of the Services, you must effect and maintain:
  - (a) a suitable insurance policy against liability for death or injury to persons employed by you as required under the laws of Malaysia;
  - (b) a public liability insurance policy against liability for death or injury and liability for property damage with a total aggregate cover of not less and a deductible of not greater than the amounts stated in the Purchase Order; and
  - (c) a professional indemnity insurance policy with a total aggregate cover of not less and a deductible of not greater than the amounts stated in the Purchase Order.The insurance policies must be maintained for the relevant periods stated in the Purchase Order.
13. Before commencing the performance of the Services, you must provide us proof of currency of each of the policies of insurance effected by you under clause 12 and, at any time when requested to do so by us, such further proof of the currency of such insurances as may be required from time to time. If after being requested in writing by us to do so, you fail to provide

evidence of compliance with your insurance obligations to our satisfaction, we may effect and maintain any such policies of insurance and pay such premiums as may be necessary for the purpose and the amount so paid will be a debt due and payable by you to us. We may refuse payment until you produce evidence of compliance with your insurance obligations to our satisfaction. The rights given by this clause 13 are in addition to any other rights we have.

14. If at any time we are not satisfied that the Services provided comply in all respects with the Order, we may issue a written notice to you identifying the defective Services and you agree to take such steps as are necessary to ensure that the defective Services comply with the Order. We have the right to withhold any money otherwise due to you until such time as the Services comply in all respects with the Order. If you refuse to re-perform the Services within a reasonable time or if the Services are re-performed but they still fail to comply in all respects with the Order, at our option and request, you agree to:

- (a) refund to us any payments made by us in respect of any defective Services; or
- (b) reimburse us, as a debt due and payable, for any expenses we incur in having the defective Services re-performed.

15. All Intellectual Property Rights in documents and drawings prepared by you (whether in hard copy or electronic form) as part of the Services vests in us as and when created. You warrant that acts done by you and any goods or services (including drawings and documents) provided by you as part of performing the Services do not infringe the Intellectual Property Rights of any person. You must at all times indemnify us, and our officers, agents, contractors and employees against any liability, loss, damage, claim, demand or expense incurred arising out of any infringement of the Intellectual Property Rights of any person. If you engage a sub-consultant in relation to the performance of the Services, you agree that you:

- (a) will, at your cost, obtain from the sub-consultant a valid and enforceable perpetual licence (with a right to sub-licence, transfer or assign) for us to use the Intellectual Property Rights in the documents and drawings produced by that sub-consultant for any purpose whatsoever; and
- (b) must provide to us an original of such licence in favour of us within 14 days of the date of entering into the agreement with the sub-consultant.

16. We may immediately terminate the Order by notice in writing to you if:

- (a) you do not complete the Services by the completion date in the Purchase Order;
- (b) you do not comply with, or are in breach of, any of your other obligations under the Order and such non-compliance or breach is not remedied within 14 days after we request you to remedy it; or
- (c) you are declared bankrupt or a controller or administrator is appointed to you or you enter into a deed of company arrangement with creditors or a winding up order is made in respect of you.

If we terminate the Order under this clause 16, we will not be obliged to make any further payment to you and our remedies and rights will be the same as they would have been had you repudiated the Order and we elected to treat the Order as at an end and recover damages.

17. We may terminate the Order at any time and for any reason (other than for any of the reasons set out in clause 16) upon 24 hours written notice to you, in which case, you will be paid for the Services properly provided to us in accordance with the Order prior to the date of termination. Such payment will constitute full and final compensation for loss or damage arising from the termination including but not limited to loss of profit, loss of revenue, loss of income, loss of opportunity and any other indirect loss.

18. You warrant that the Services will be carried out in accordance with, and will conform in all respects with, the Order (including, without limitation, clause 2).

19. If, during the Warranty Period, we find any of the Services to be not in accordance with the Order, we may, at our option, have the defective Services re-performed. At our option and request, you agree to:

- (a) re-perform the Services free of charge within a reasonable period specified by us; or
- (b) reimburse us, as a debt due and payable, for any expenses we incur in having the defective Services re-performed.

You agree to warrant any Services re-performed by you under this clause for a further period equivalent to the Warranty Period but commencing from the date we confirm to you that we are satisfied that you have properly re-performed the defective Services.

20. In addition to the indemnities in clauses 8 and 15, you will be liable for, and must indemnify us and keep us indemnified from and against any liability and/or any loss or damage of any kind suffered or incurred by us whatsoever arising directly or indirectly from:

- (a) any breach of any warranty or any of the other terms and conditions of the Order by you;
- (b) any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by you carrying out your obligations under the Order;
- (c) any negligence or wilful act or omission by you and/or any of your employees or sub-consultants in connection with fulfilment of the Order;
- (d) any penalty imposed for breach of an applicable law in connection with you carrying out your obligations under the Order; and
- (e) loss or damage to any plant, equipment, tools, appliances or other property owned, rented or hired by you and used in connection with you carrying out your obligations under the Order, except to the extent that any liability, loss or damage is solely and directly caused by our wilful misconduct or negligence.

Each indemnity given under the Order is a continuing obligation separate and independent from other obligations under the Order and notwithstanding anything else in the Order, each indemnity survives the termination or expiry of the Order.

21. We will not be liable to you:

- (a) under or in connection with the Order;
- (b) in tort for negligence or otherwise; or
- (c) otherwise at law (including by statute, to the extent that it is possible to so exclude liability) and in equity generally, including without limitation for restitution or unjust enrichment, for any cost, loss, expense, claim, liability or damage which is not expressly provided for in the Order.

22. Despite any provision to the contrary in the Order, we will not be liable for any economic loss, loss of profit, loss of revenue, loss of income, loss of goodwill, loss of opportunity or any other indirect loss incurred by you directly or indirectly due to the performance (or failure to perform) or discharge of (or failure to discharge) any obligation or duty arising out of or in connection with the Order by us.

23. You must not assign, transfer or novate any of the rights or obligations under the Order without our prior written consent. We have the right to assign, transfer or novate any or all of our obligations and rights under the Order.

24. You must not sub-contract your obligations under the Order without our prior written consent to such arrangement. Sub-contracting does not relieve you from any liability or obligation under the Order. You remain liable to us for the acts and omissions of your sub-consultants, as if they were your acts or omissions.

25. Any notice, approval, consent or other communication in relation to the Order must be in writing and must be sent by post or by facsimile to the last notified address or facsimile of the party. Service by email is not valid service under the Order. If posted, a letter is taken to be received on the third day after posting. A facsimile is taken to be received at the time shown in a transmission report by the machine which indicates that the whole facsimile was sent.

26. Any terms and conditions contained in or relating to any other documents, including any of your documents, in respect of the Services are excluded.

27. Any of our rights under these terms can only be waived by us in writing.

28. These terms may not be varied except in writing signed by you and us.

29. If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.
30. If any dispute arises between you and us concerning the Services or any other matter under the Order, such dispute will be determined by friendly discussions between us. At such discussions, you must be represented by a person who has authority to make binding decisions on you. We agree that we will be represented by a person who has authority to make binding decisions on us.
31. Anti-Bribery and Corruption
- (a) The parties must not offer or provide any benefit (including any payment, gift, hospitality or gratuity, whether monetary or in-kind) to any person with the intention of improperly influencing such person in the exercise of their duties (including to make a decision or to take or refrain from taking other action).
- (b) You represent, warrant and undertake that:
- (i) neither you nor any of your directors, officers, employees, suppliers, agents and representatives (Personnel) have offered, authorised, promised, given, solicited or accepted, and none of the foregoing will offer, authorise, promise, give, solicit or accept, to or from any person, including any government department, agency or instrumentality or any representative thereof, whether directly or indirectly, any payment, gift, service, thing of value or other advantage where such an action would violate any applicable anti-corruption or anti-bribery law, including but not limited to the Malaysia Anti-Corruption Commission Act 2009, the Australian Criminal Code Act 1995 (Cth), the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act (Anti-Bribery and Corruption Laws);
  - (ii) You and your Personnel will comply and have in the past been in full compliance with Anti-Bribery and Corruption Laws; and
  - (iii) You have been provided with the BlueScope Code of Conduct - How We Work, has read and understands the requirements stated therein, and will comply with the same;
  - (iv) You agree that upon written notice, we may audit your books and records of concerning your performance of this Order, and you agree to cooperate with such audit and make records and personnel available to we or our representatives engaged in connection with any audit for the purpose of ensuring your compliance with clause 31.
32. Trade Sanctions
- (a) You represent and warrant that at all relevant times:
- (i) You shall comply with all financial, economic and trade sanctions (whether primary or secondary), and export controls laws and regulations (or any similar restrictions) imposed by the United Nations or the governments of Australia, the United Kingdom, European Union, the United States of America and any other country with jurisdiction over any transaction or activity contemplated by this Order (Sanctions Laws);
  - (ii) neither you, any of your subsidiaries, any of its or its subsidiaries respective personnel, nor any of your shareholders (or group of related shareholders) holding more than 50% of the share capital in your or your subsidiaries, is an individual or entity that is, or is owned or controlled by, or acting on behalf of, persons or entities that are designated under Sanctions Laws, or are resident in, nationals of, or organised and located in, any countries or territories that are subject to comprehensive sanctions (that effectively block all trade with sanctioned countries, at the date of this Agreement namely Iran, Syria, North Korea, Cuba, or Crimea and Sevastopol) administered or enforced by the United Nations or by the governments of Australia, the United Kingdom, European Union, or the United States of America;
  - (iii) You shall not involve any persons or entities designated under Sanctions Laws in any activities relating in any way to this Order; and
  - (iv) You shall not, without our prior written consent, supply to us any goods (including any components or materials incorporated into the goods) sourced from any country or territory upon which comprehensive sanctions have been imposed, or from any individual or entity sanctioned in accordance with clause 32(a)(ii).
- (b) In the event that You or any of your shareholders or subsidiaries (or any of it or its shareholders and subsidiaries directors, officers, employees, agents or subsidiaries), becomes designated under Sanctions Laws (or is owned or controlled by, or is acting on behalf of, a person or entity that becomes designated under Sanctions Laws), or we consider at our sole discretion that such designation is imminent under Sanctions Laws, then we may terminate the Agreement with immediate effect by providing written notice of termination to you.
33. Modern Slavery
- You represent, warrant and undertake:
- (a) that you are committed to sustainable business practices and neither you nor your Personnel engage in Modern Slavery;
  - (b) to comply with all statutory requirements relating to Modern Slavery including, without limitation, such requirements relating to your business and operations and its affiliates and, to the extent applicable, their respective supply chains;
  - (c) to develop and maintain policies and procedures to avoid engaging in Modern Slavery; and
  - (d) to notify us promptly upon becoming aware of any incident, complaint or allegation that you, or any entity in your supply chain, has engaged in Modern Slavery.
34. Data privacy
- You shall, at all times:
- (a) comply with all your obligations under the Malaysian Personal Data Protection Act 2010 (as may be amended from time to time) and/or any other applicable law relating to data privacy or confidentiality ("PDPA");
    - (i) provide all information and co-operation regarding the processing, use and disclosure of personal data which we disclose to you, or which you use, disclose or process on our behalf ("Customer Personal Data") that we may reasonably require in order to comply with our obligations under the PDPA;
    - (ii) only collect, process, disclose or use the Customer Personal Data:
      - (A) strictly for the purposes of fulfilling your obligations under this Order;
      - (B) with our prior written consent; or
      - (C) when required by law or an order of court, but you shall notify us as soon as practicable before complying with such law or order of court at your own costs.
    - (iii) put in place adequate measures to ensure that the Customer Personal Data is accurate and complete, and take steps to correct the Customer Personal Data in your control or possession, as soon as practicable upon our written request;
    - (iv) provide us with access to the Customer Personal Data that you have in your possession or control, as soon as practicable upon our written request;
    - (v) not transfer Customer Personal Data to a place outside Malaysia without our prior written consent;
    - (vi) only permit your officers or employees to access the Customer Personal Data on a need-to-know basis;
    - (vii) protect the Customer Personal Data in your control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative and procedural and information and communications technology measures) to prevent any unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Customer Personal Data, or other similar risks and the loss of any storage medium or device on which personal data is stored;
    - (viii) cease to retain Customer Personal Data and documents containing Customer Personal Data, or remove the means by which Customer Personal Data can be associated with (or to identify) any data subjects, once it is no longer necessary to serve the purposes of this Order;

- (ix) upon our request at any time, to immediately delete or return us (at our discretion), all Customer Personal Data, and instruct all third parties to whom you have disclosed Customer Personal Data to return or delete Customer Personal Data
- (b) You shall ensure that your officers, employees, agents and sub-contractors shall comply you're your obligations set out in this Order as though the references to you are a reference to your officers, employees, agent and sub-contractors.
- (c) For the avoidance of doubt, any breach of the obligations in this clause by your officers, employees, agents or sub-contractors, as the case may be, shall be deemed to be a breach by you.
- (d) Your obligations under this clause shall survive the expiry or termination of the Order until such time as legal and regulatory requirements does not require the archival copy to be held.
- (e) If you are required to provide Personal Data to us, you represent, undertake and warrant that you will, prior to disclosing any Personal Data to us, ensure that the individuals to whom the Personal Data relates have validly provided their consent, in accordance with the requirements of the PDPA, for the collection, use and/or disclosure of the Personal Data by us for the purposes which we have notified to you.
- (f) You shall be deemed to be in breach of this clause if any consent obtained by you is subsequently determined to be invalid, save where the invalidity is solely due to any form(s), document(s) or language provided by us.
- (g) In the event of a data breach, you shall:
  - (i) notify us promptly (i.e. within a period of no longer than 24 hours) of the extent of the data breach, the type and volume of the Personal Data involved, the cause or suspected cause of the data breach, the names and contact details of the individuals who are affected by the data breach, and the actions that we can take to prevent the Customer Personal Data from being misused or abused;
  - (ii) provide full co-operation and assistance to us in responding to the data breach;
  - (iii) work with us to rectify or mitigate the data breach and take appropriate actions as we may direct in this regard.
- (h) You shall indemnify us against any liability arising out of or in connection with any breach by you or your officers, employees, agents and sub-contractors of this clause and any act, omission or negligence of you or your officers, employees, agents and sub-contractors that causes or results in us being in breach of the PDPA and/or any other applicable law.

#### 35. Notice

Upon becoming aware of any actual, reasonably suspected or anticipated breach of clauses 31, 32, 33 and/or 34, you must immediately provide written notice of the breach giving full details of such breach to us.

#### 36. Right of Termination

- (a) If you are in breach of any part of clauses 31, 32, 33 and/or 34, or we reasonably suspects such a breach in its sole discretion, without prejudice to any other remedy which we may have, we may immediately terminate the Order for breach by providing written notice of termination to you. Notwithstanding any other provision of this Order, as a consequence of termination under clauses 31, 32, 33 and/or 34, we shall not be liable to deliver any further goods (including goods in transit) or perform any Services and shall not be liable for any loss or damage or other costs or expenses of any kind whatsoever that we may suffer as a result of such termination.
- (b) Any right of termination under this clause 36 is in addition to any other right of termination we may have under the Order or at Law.

#### 37. BlueScope Supplier Code of Conduct

You acknowledge and agree that:

- (a) you have been provided access to the BlueScope Supplier Code of Conduct (Supplier Code), which is also available on our website; and
- (b) you have read, understood and shall at all times comply with the Supplier Code.

#### 38. The Order is governed by the laws of Malaysia.

**Intellectual Property Rights** means any patent, registered design, trademark or name, copyright, moral rights or other protected right.

**Order** means the agreement between you and us consisting of the Purchase Order to which these Standard Terms and Conditions apply and all documents referred to in the Purchase Order.

**Modern Slavery** means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Criminal Code Act 1995 (Cth), sch 1, divisions 270 and 271 and the Modern Slavery Act 2015 (UK), sections 1, 2 and 4. For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations and codes

**Price** means the price specified in the Purchase Order.

**Purchase Order** means the document headed "Purchase Order" to which these Standard Terms and Conditions are attached.

**Site** means the place or places specified in the Purchase Order where you have to provide the Services.

**Services** means the services specified in the Purchase Order, including all things incidental to those services and any variations to those services.

**Standard Terms and Conditions** means these terms and conditions.

**You and your** means the person named in the Purchase Order as the provider of the Services.

**Warranty Period** means the period of 12 months from the date when all of the Services have been completed in accordance with the Order.

**We, our and us** means NSBSM, NSBLM and NSBSA