

## General Terms & Conditions for the Supply of Goods & Services

The Vendor (as defined hereunder) understands, agrees and undertakes to be a panel supplier to Agrobank and agrees to be bound by the terms and conditions stipulated herein.

### 1. Definitions

1.1 In relation to the terms and conditions set out below (“Terms and Conditions”) the following words shall have the following meanings:

- (i) **Agrobank** means Bank Pertanian Malaysia Berhad;
- (ii) **Contract** means an agreement relating to the supply of Goods and/or Services to Agrobank by the Vendor made pursuant to a Purchase Order and/or Work Order issued by Agrobank pursuant to this Terms and Conditions;
- (iii) **Deliverables** means all documents, products and materials developed by the Vendor or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation to drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
- (iv) **Goods**, means the goods (including any installment of the goods or any part) which the Vendor is to supply in accordance with this Terms and Conditions;
- (v) **Purchase Order** means an order for a specific number of Goods depending on Agrobank’s requirements from time to time which is placed by Agrobank with the Vendor pursuant to the Terms and Conditions and Purchase Orders shall be construed accordingly;
- (vi) **Services** means include but are not limited to any Deliverables to be provided by the Vendor under the Contract as set out under the Purchase Order and/ or Work Order;
- (vii) **Vendor** means the organization or person who supplies goods and/or services to Agrobank and shall include its successor-in-title and permitted assigns;
- (viii) **Work Order** means a request or order placed by Agrobank with the Vendor for the Services (depending on Agrobank’s requirements from time to time) pursuant to this Agreement and Work Orders shall be construed accordingly.

### 2. Quality Control

2.1 Quality Control Procedures means Agrobank’s quality control procedures details of the Goods, which shall be advised and notified to the Vendor at any time and from time to time, including but not limited to the following:

- (a) the Goods will be free from defects (manifest or latent) in materials and workmanship;
  - (b) conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available to the Vendor) supplied by, or on behalf of the Vendor;
  - (c) be free from design defects; and
  - (d) be suitable for the purposes intended by Agrobank which Agrobank has notified to the Vendor in writing. The Vendor irrevocably and unconditionally acknowledges and agrees that the approval by Agrobank of any designs provided by the Vendor will not relieve the Vendor of any of its obligations under this clause.
- 2.2 The Vendor shall grant to representatives of Agrobank, including internal and/ or external auditors of Agrobank or Bank Negara Malaysia's auditors access at all reasonable times to the Vendor's premises and any premises where Goods/and or Services, or any materials from which Goods are manufactured, processed, packed, stored or collected for the purposes of inspecting and examining materials used in, and the process of manufacture, processing, packaging, storage and collation of, any Goods being supplied or to be supplied to Agrobank.
- 2.3 Notwithstanding inspection or examination by Agrobank pursuant to Condition 2.3, such inspection or examination shall not absolve the Vendor from responsibility or liability under these Terms and Conditions nor imply acceptance of the Goods by Agrobank.
- 2.4 Agrobank shall be entitled to conduct any test or other procedures either at the Vendor's premises or otherwise on any Goods or any materials from which Goods are manufactured, processed, packed, stored or collected as may be deemed by Agrobank to be necessary to be conducted. The cost of any such testing, auditing, checking or evaluation shall be borne by the Vendor and the Vendor shall pay such amount as Agrobank shall notify to the Vendor immediately forthwith upon demand.
3. **Non-exclusive**

The Parties hereby acknowledge that nothing herein shall impose upon Agrobank any obligation to purchase the Goods and/or the Services or any part thereof on an exclusive basis from the Vendor.
4. **Packaging (Goods Only)**

Vendor shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to Agrobank will be free of damage. Vendor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by Vendor due to Vendor's non-compliance with such instructions will be for Vendor's account. Agrobank reserves the right to reject any and all shipments deemed by Agrobank to have been inadequately packaged.

## 5. Contamination (Goods Only)

5.1 In the event that any Goods supplied by the Vendor (whether or not such Goods have been supplied to Agrobank) are discovered to have been contaminated whether deliberately or accidentally prior to delivery by the Vendor, Agrobank shall be entitled:-

(a) to suspend delivery of, and/or

(b) to terminate any Contract for, and/or

(c) to require the Vendor to collect at its own risk and expense any stocks already held by Agrobank of,

any Goods so contaminated and/or any Goods of the same description as those so contaminated and/or any other Goods supplied by the Vendor the resale of which Agrobank, in its absolute discretion considers is or will be commercially unviable as a result of the contamination and Agrobank shall be released from any obligation, which has already arisen to pay for, and shall be entitled to a full refund of any sums already remitted in payment for, any such Goods.

5.2 For the purposes of Condition 5.1, Goods will be deemed to be contaminated where they contain any substance or possess any quality or attribute which, in Agrobank's opinion, is actually or potentially harmful to consumers or renders re-sale of the Goods commercially unviable or where a claim by any person that the Goods have been interfered with becomes public knowledge.

## 6. Performance of the Services

6.1 The Vendor shall commence and complete the Services by the date specified by Agrobank, as contained in the Contract herein or to meet such other dates as agreed by the Parties herein and such date must be adhered to strictly by the Vendor.

6.2 Agrobank reserves the right to make alterations from time to time to the date for and/or place for the supply of any Services, upon giving reasonable notice to the Vendor.

6.3 It is hereby agreed by the Parties that time shall be of the essence of each Contract. Failure by the Vendor to complete the Services on the date so specified or notified or further specified or notified by Agrobank shall, without prejudice to any other rights or remedies of Agrobank, entitle Agrobank to reject those Services and/or terminate the whole or any unfulfilled part of the Contract pursuant to which they were to be delivered without further liability of Agrobank to the Vendor or if Agrobank is still interested to continue with the Services, Agrobank reserves its rights to obtain from the Vendor liquidated damages at a percentage calculated based on the total value of the Services contracted for failure to perform the Services during the term of the Contract.

6.4 In the event that the Vendor is unable to complete the Services by a certain date specified by Agrobank and provided that the Vendor seeks and Agrobank agrees to extend the time for completion of the Services, the Vendor shall complete the Services before the expiry of the extended time period failing which Agrobank shall be entitled to terminate this whole or any unfulfilled part of the Contract without any liability whatsoever to both Parties.

- 6.5 Unless stated to the contrary in a Contract, Agrobank shall not be obliged to accept completion of the Services by installments. If, however, in its discretion Agrobank does specify or agree to accept completion of the Services by installments, completion of any one installment of Services later than the date so specified or agreed shall, without prejudice to any other rights or remedies of Agrobank, entitle Agrobank to terminate the whole or any unfulfilled part of the Contract without further liability of Agrobank to the Vendor.
- 6.6 The Vendor shall ensure that in all respects the Services comply with all relevant requirements of any statute, statutory rule or order, or other instruments having the force of law, which may be in force in providing the Services.
- 6.7 The Vendor hereby irrevocably and unconditionally acknowledges and agrees that Agrobank may notify the Vendor in writing of a variation to the Services at any time. If the variation results in any increase in the scope of which the Services are to be undertaken, the fees payable and time period for completion of the Services shall be adjusted which adjustment shall be upon such terms as may be agreed to between the Parties.

## 7. Delivery

- 7.1 Where a date and address for delivery of Goods is specified in a Contract and /or where Agrobank is entitled to, and does, notify the Vendor from time to time of a delivery date and address, such date and address must be adhered to strictly by the Vendor.
- 7.2 Agrobank reserves the right to make alterations from time to time to the date for and/or place for delivery of any Goods, upon giving reasonable notice to the Vendor.
- 7.3 It is hereby agreed by the Parties that time shall be of the essence of each Contract. Failure to deliver Goods on the date and at the address so specified or notified or further specified or notified shall, without prejudice to any other rights or remedies of Agrobank, entitle Agrobank to:-
- (a) reject those Goods and/or terminate the whole or any unfulfilled part of the Contract pursuant to which they were to be delivered without further liability of Agrobank to the Vendor; or
  - (b) buy the same or similar Goods from another vendor; and
  - (c) recover the element of the cost of buying the Goods from another vendor; or
  - (d) if Agrobank is still interested to receive the Goods, Agrobank reserves its rights to obtain from the Vendor liquidated damages at a percentage calculated based on the total value of the Goods purchased for failure to deliver on the predetermined delivery date
- 7.4 In the event that the Vendor is unable to meet a delivery date and provided that the Vendor seeks and Agrobank agrees to extend the time for delivery, the Vendor shall deliver the Goods before the expiry of the extended time period failing which Agrobank shall be entitled to the remedies as set out in Clause 7.3.
- 7.5 Unless stated to the contrary in a Contract, Agrobank shall not be obliged to accept delivery by installments. If, however, in its discretion Agrobank does specify or agree to accept delivery by installments, delivery of any one installment later than the date so specified or agreed shall,

without prejudice to any other rights or remedies of Agrobank, entitle Agrobank to terminate the whole or any unfulfilled part of the Contract without further liability of Agrobank to the Vendor.

- 7.6 In relation to all Contracts under which Goods are supplied, unless agreed by Agrobank to the contrary:-
- (a) the Goods shall be delivered carriage and duty paid to the address for delivery notified to the Vendor;
  - (b) the Vendor shall insure the Goods for an amount as may be specified by Agrobank with a reputable Malaysian insurance company previously notified to and agreed by Agrobank against all risks including but not limited to theft, pilferage and non-delivery for any reason from the point of production to final destination in Malaysia via sea, air, road, rail or any other method of transport;
  - (c) payment shall be in Ringgit in exchange for proper documents;
  - (d) all Goods shall be accompanied by a delivery note in such form and containing the Purchase Order number and such other details as Agrobank shall notify to the Vendor from time to time together with such other relevant documents as may be required by Agrobank from time to time.
- 7.7 Agrobank's signature, given on any delivery note, or other documentation, presented for signature in connection with delivery of the Goods, is evidence only of the number of cartons received. In particular, it shall not be evidence that the correct quantity or number of Goods has been delivered or that the Goods delivered are in good condition or of the correct quantity.
- 7.8 The Vendor shall ensure that in all respects the Goods comply with all relevant requirements of any statute, statutory rule or order, or other instruments having the force of law, which may be in force when the Goods are delivered.
- 7.9 If for any reason, Agrobank is unable to accept delivery of the Goods on or after the agreed delivery date, the Vendor shall store the Goods, safeguard them and take all reasonable steps to ensure that it is in good condition until delivery at the cost and expense of the Vendor.
- 8. Title and Risk (Goods Only)**
- 8.1 The Vendor represent, warrants and undertakes that:-
- (a) it has full, clear and unencumbered title to all the Goods;
  - (b) at the date of delivery of the Goods or any part of the Goods, it shall hold such title in the Goods as mentioned in Clause 8.1(a) above; and
  - (c) at the date of delivery of the Goods or any part of the Goods, it will have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to Agrobank. From that date, Agrobank shall acquire a valid and unencumbered title to the Goods.
- 8.2 Title to and risk in any Goods or any part of the Goods delivered to Agrobank pursuant to a Contract shall pass to Agrobank upon delivery to Agrobank, notwithstanding any purported

retention of title by the Vendor until some later date or attempt by the Vendor to transfer risk at an earlier date.

If the Goods or any part of the Goods are subsequently rejected for failing to meet the terms and conditions of the Contract and/or, these Terms and Conditions, specifications or for any other reason, upon the written notice from Agrobank to the Vendor, the risk in the Goods shall pass back to the Vendor on the date of such notice.

- 8.3 Agrobank shall be entitled to reject any Goods delivered in excess of the quantity ordered and the Vendor shall be required to forthwith, remove all such over-delivered Goods and the Vendor to pay to Agrobank any and all expenses directly or indirectly incurred by Agrobank as a result of such over-delivery, including but not limited to the cost of moving and storing them. Neither title nor risk shall pass to Agrobank notwithstanding that such over-delivered Goods remain on Agrobank's premises.
- 8.4 In the event that the Vendor fails to remove the Goods or any of them upon being notified by Agrobank, Agrobank shall be entitled to:-
- (a) dispose of such Goods accordingly, without further notice to the Vendor; and
  - (b) deduct from any future payments due from Agrobank to the Vendor the amount of any such expenses directly or indirectly incurred in connection with the moving, storage, disposal or otherwise of such over-delivered Goods.
- 8.5 Without prejudice to the generality of the foregoing, the Vendor accepts the risk of deterioration of the Goods which is necessarily incident to the course of transit.

## 9. **Acceptance of Goods and/or Services**

- 9.1 The issue by Agrobank of a receipt note for any Goods and/or Services shall not constitute any acknowledgement and/or acceptance or deemed acknowledgement and/or acceptance of the condition or nature of those Goods and/or Services.
- 9.2 If, it is discovered by Agrobank that the Goods and/or Services or any part thereof:-
- (a) are not delivered in accordance with the applicable Contract, or
  - (b) do not comply with any specification or sample, or
  - (c) are not of merchantable quality or are not suitable for the purpose for which they are intended, or
  - (d) are in breach of any of the warranties given by the Vendor under this Agreement
- then, notwithstanding the provisions of Condition 9.2, Agrobank shall have the right to:
- (i) withhold any payment due to the Vendor;

- (ii) reject those Goods and/or Services or any of them and to require the Vendor to remove them or any of them and to refund to Agrobank the price paid by Agrobank together with all expenses directly or in indirectly incurred by Agrobank in consequence of such rejection or removal; and
- (iii) to treat the Contract and /or any unfulfilled part of it as wholly repudiated by the Vendor.

## 10. Returned Goods

10.1 Except where otherwise agreed in writing, where any Goods in which Agrobank has already taken and paid for are returned by Agrobank to the Vendor, title in those Goods shall not pass to the Vendor and shall remain in Agrobank until the Vendor has paid to Agrobank (by way of a credit note issued by the Vendor or by such other means acceptable to Agrobank) all sums due under the Contract pursuant to which they were supplied.

10.2 Until such time as title shall pass to the Vendor in the manner set out in Condition 10.1, the Vendor shall, at its sole cost and expense:-

- (a) keep the Goods separate and apart from other Goods, properly stored, protected and insured and in such a way as to identify them clearly as belonging to Agrobank; and
- (b) take all steps necessary to ensure that it neither becomes nor is deemed to be the owner of the Goods;
- (c) not sell or dispose of the Goods to any third party without prior agreement in writing by Agrobank.

10.3 If in breach of Condition 10.2:-

- (a) the Vendor sells the Goods, or
- (b) the Goods are destroyed, damaged or lost,

The Vendor shall:-

- (i) (in the event of sale) hold the proceeds (whether tangible or intangible) of any such sale or disposal and any rights or claims against third parties arising out of such sale or disposal; or
- (ii) (in the event of destruction or lost) hold any insurance proceeds payable in respect of such destruction, damage or loss

in each case as a fiduciary agent and bailee for and to the account of Agrobank and shall take all steps necessary to keep such proceeds separate from other monies, to pay over such proceeds to Agrobank and to transfer to Agrobank any such rights or claims against third parties to the extent necessary to discharge in full the Vendor's indebtedness to Agrobank.

10.4 If at any time, payment of sums due to Agrobank in respect of the Goods is overdue, Agrobank may by its servants or agents enter upon the Vendor's premises and recover and dispose of the Goods and the Vendor shall make no claim against Agrobank in respect of such entry or disposal save to recover any balance due to Agrobank.



## 11. **Cancellation of Goods**

Agrobank shall have the right to cancel the order for the Goods and/or Services (or any part of the Goods and/or the Services) which have not yet been delivered to Agrobank. The cancellation shall be made in writing.

## 12. **Personnel**

12.1 Agrobank shall ensure that, in connection with and for the purpose of providing the Services, it has a sufficient number of personnel to carry out the Services duly, efficiently, expeditiously and in accordance with the terms hereof ("Personnel") and shall further ensure / procure that the Personnel:

- (a) duly and punctually carry out their respective duties;
- (b) are adequately qualified and trained to the level of expertise required to carry out the Services; and
- (c) provide the Services with all due care, diligence and in an efficient, workmanlike and professional manner and using their best endeavours.

12.2 Agrobank is entitled, without prejudice to any other rights or remedies available to Agrobank to require the Vendor to remove from the Services any Personnel who, in the opinion of Agrobank is, incompetent, inexperienced, unskilled, of bad character, likely to be a security threat and/or negligent in the proper performance of his duties and the Vendor shall forthwith replace at the Vendor's sole expense, any such discharged Personnel with a suitably qualified and experienced person satisfactory to Vendor.

12.3 Agrobank is entitled to require the Vendor to, in case of illness or accident preventing / delaying / capable of preventing / delaying the performance of the Services, promptly replace the said Personnel.

## 13. **Warranties**

Vendor expressly warrants that all Goods and Services delivered or performed will be:

- (a) merchantable (goods only);
- (b) free from defects in material and workmanship;
- (c) fit and sufficient for the purposes intended; and
- (d) in strict conformance to applicable specifications, drawings, approved. Submittals or other description furnished by Agrobank. All warranties specified herein shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive Agrobank's inspection, acceptance and payment, and Agrobank's continued use of Goods or Services after notifying Vendor of their failure to conform or breach of warranty will not be considered a waiver of Agrobank's right to a remedy.



**14. Takaful / Insurance**

The Vendor shall, for as long as it is a party to a Contract with Agrobank, the Vendor shall obtain and maintain at its own expense for the duration of the Contract, appropriate takaful/insurance coverage with appropriate loss limits for this contract, including any such takaful/insurance as required by the law of the country of incorporation or license and by the country where the work or service is to be performed. Upon request the Vendor shall provide the Agrobank with certificates of takaful/insurance for this takaful/insurance coverage. Vendor shall also cause its liability takaful/insurance provider(s) to include on its policies the Agrobank as an additional named insured as its interests may appear with respect to the Contract.

**15. Audit**

Vendor agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under the Contract. Vendor shall make such records available to the Agrobank or the Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment for the purpose of auditing the Contract. In the event an audit determines that Agrobank has overpaid Vendor, Vendor shall reimburse the Agrobank, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

**16. Intellectual Property Rights**

- 16.1 The Vendor hereby warrants that neither the sale nor the use of any Goods will infringe any Malaysian or foreign patent, trademark, registered design, or other industrial or intellectual property rights whether or not similar to any of the foregoing.
- 16.2 The Vendor shall indemnify Agrobank from all actions, costs, claims, demands, expenses and liabilities whatsoever arising from or resulting from any actual or alleged infringement as aforesaid in Clause 16.1 above, and at the cost and expense of the Vendor, the Vendor will defend any proceedings which may be brought in that connection. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against Agrobank for such alleged infringement. If Agrobank is prevented from using the Goods or Services provided hereunder, Vendor shall repurchase said items from Agrobank at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.
- 16.3 No Goods shall be manufactured, or sold or cause to be sold, by the Vendor in violation of any right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or of any charge, mortgage or lien.
- 16.4 The Vendor shall not use Agrobank's logo, pictures, images, graphic, trademark or trade name associated to Agrobank and make any reference to Agrobank (including but not limited to reference to Agrobank as the Vendor's client) in any of the Agrobank's proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining Agrobank's prior written consent.

**17. Indemnification**

To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Agrobank, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of the Terms and Conditions.

**18. Information Security Policy**

Vendors using Agrobank systems (if relevant) or accessing Agrobank information, electronic or otherwise shall abide by all Agrobank policies and procedures in relation to information security policy and shall ensure that all Vendors and those working by or through Vendor, including its employees and any subcontractors, comply with its provisions.

**19. Close Relatives and Former Agrobank's Staff**

Vendor shall use its best efforts not to assign the Contract to any of Vendor's employees or its subcontractor's employees who are relatives of current Agrobank staff. For purposes of this clause, the term "relative" is defined as (including those related by adoption and/or step or half relationship): spouse, parent, parent in law, child (including adopted child and stepchild) and the spouse of the child, brother, sister and their spouses. In the event Agrobank or Vendor discovers that any of Vendor's employees or its subcontractors' employees are relatives of a current member of the Agrobank staff, Agrobank may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Agrobank, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Agrobank for any actual direct costs incurred by Agrobank resulting from a knowing violation of this Clause. Vendor shall notify Agrobank of any of Vendor's employees or subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this Agreement that are former Agrobank staff members and shall warrant that said former Agrobank staff are not subject to any work restrictions by virtue of their former employment with the Agrobank.

**20. Procurement Integrity**

20.1 Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of the Contract, having due regard for the nature and purposes of Agrobank as an organization, and to ensure that employees assigned to perform any work will conduct themselves in a manner consistent therewith.

20.2 Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under the Contract.

20.3 Vendor acknowledges that it is aware of and will comply with Agrobank's vendors' policies contained herein, including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Agrobank's Vendor Integrity Policies"). Vendor warrants that

Vendor and Vendor's employees, subcontractors and subcontractors' employees are in compliance with Agrobank's Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

- 20.4 Vendor and all subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all subcontractors by Agrobank are not used to finance, support or conduct terrorism.
- 20.5 Vendor and Vendor's employees, subcontractors and subcontractor's employees shall, during the term of this Agreement, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Agrobank under this Agreement.
- 20.6 Vendor warrants that no official of the Agrobank or its member received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this Agreement or the award thereof.
- 20.7 The remuneration of Vendor shall constitute the sole remuneration in connection with the Contract. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any subcontractors, and the employees, agents and representatives of Vendor and any subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Agrobank, of all fees, commissions, rebates, and discounts paid or received in connection with the Contract.
- 20.8 Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, subcontractors or subcontractors' employees have:
- (i) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing the Contract;
  - (ii) violated Agrobank's Vendor Integrity Policies;
  - (iii) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility;
  - (iv) used funds paid by Agrobank to Vendor or any subcontractors to finance, support or conduct terrorism; or
  - (v) an actual, potential or apparent conflict of interest

Vendor will disclose in writing, by providing written notice to Agrobank, of such violations, conduct, prohibited use of funds, or conflicts of interest.

- 20.9 Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor's employee in the terms and conditions of such employee's employment as are perusal for such employee's disclosing to Agrobank or other proper authority information relating to a violation of Agrobank's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of the Contract.

**21. Force Majeure**

Notwithstanding any other provision of these Terms and Conditions, Agrobank shall be entitled to suspend delivery of any Goods and/or Services and /or cancel any Purchase Order and/or Work Order and/or terminate any Contract for Goods and/ or Services if, due to any cause beyond its reasonable control ( including but not limited to fire, explosion, flood, war, riot, weather, industrial action, strike, lock out, stoppages of work, governmental intervention, breakdown of plant or machinery), it is hindered or prevented from taking delivery of, or reselling or using such Goods and/or Services or the progress of its work(s)/project(s) is affected due to the inability of the Vendor to supply the Goods and/or Services required for its work(s)/project(s) due to any cause beyond the Vendor's reasonable control and it shall have no liability to the Vendor for any loss suffered or incurred as a result of such suspension, cancellation or termination provided always that such suspension, cancellation or termination shall not affect the right and liabilities of the Parties already accrued at the time.

**22. Confidentiality**

The Vendor shall not announce or disclose the existence of any contractual arrangement between the Vendor and Agrobank or its terms or any information which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/ or proprietary in nature ("Confidential Information") unless specifically agreed by Agrobank in writing or as required by law. Any such announcement or disclosure by the Vendor shall in any event be made only after prior consultation with Agrobank and approval of Agrobank to the contents of the announcement or disclosure. The Vendor's attention is hereby drawn to the applicability of the Development Financial Institutions Act 2002 and the Personal Data Protection Act 2010, where applicable.

**23. Termination of Contracts**

Agrobank shall be entitled forthwith to immediately terminate any Contract made thereunder by 30 days written notice to the Vendor if:-

- (a) the Vendor commits any breach of any of these Terms and Conditions or of any other provisions of any contract; or
- (b) the Vendor commits any act of bankruptcy or has a receiver or administrative receiver appointed of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the Vendor or its business or the Vendor is the subject of any equivalent event or proceeding under the law of any jurisdiction; or
- (c) the Vendor has a negative shareholder's fund position which could or might in the opinion of Agrobank materially and adversely affects the ability of the Vendor to perform the Services; or
- (d) in the event of a take-over of voting securities or acquisition of all or substantially all of the businesses, assets and / or liabilities of the Agrobank or its holding company, or any such action is taken by the Agrobank or its holding company in respect of the voting securities or businesses, assets and / or liabilities of another corporation, or other event having similar

effect, which results in a change of control of the Agrobank or its holding company (hereinafter referred to as the “Event”). The effective date on which the Event is deemed to have occurred shall be as follows:-

- (i) in the case of a take-over, on the closing date for acceptance of the take-over offer;
- (ii) in the case of an acquisition, the date of completion of the relevant acquisition agreement; or
- (iii) in any other event having similar effect, the date on which the transaction effecting the change in control is customarily considered completed.

#### 24. **Termination for Convenience**

Notwithstanding anything to the contrary herein contained, the Agrobank may terminate the Agreement without assigning any reasons whatsoever by giving thirty (30) days prior written notice to Vendor.

#### 25. **Assignment**

Vendor shall not assign the Contract or any monies due or to become due to it hereunder, without the prior written consent by Agrobank. Agrobank may, at its sole option and without the consent of Vendor, assign the Contract and any contract work acquired hereunder to any of its affiliates to which the Agreement relates.

#### 26. **No Gift Policy**

The Vendor, supplier or any other individual or organization shall not provide any kind of gift, to the employees of Agrobank, whether actual or potential, regardless of value.

#### 27. **Payment Term**

27.1 Any payment payable by Agrobank to the Vendor in relation to the supply of Goods and/ or Services hereunder may be subject to any tax, including sales and/ or service tax (if any) which will be levied as required by the relevant local laws at the prevailing rate in force at the time unless otherwise stated.

27.2 Payment term is net [ 30 ] days upon receipt of invoice.

In the event of any inconsistency or discrepancy between this Terms and Conditions and the Contract or any other documents related to the Contract, the terms under the latter shall prevail.