



NIO SH CERTIFICATION SDN BHD ^(641222-K)
 (A wholly owned subsidiary of NIOSH, Ministry of Human Resources)
 7th Floor, NIOSH Tower
 Lot 1, Jalan 15/1, Section 15
 43650 Bandar Baru Bangi
SELANGOR DARUL EHSAN

Tel : 03 - 8922 1925
 Faks : 03 - 8926 7682
 www.nioshcert.com.my

NEW VENDOR REGISTRATION

COMPANY INFORMATION (TO BE COMPLETED BY SUPPLIER)					
COMPANY NAME	:	_____	PAYMENT TERMS	:	_____
REGISTRATION NO	:	_____	PAYMENT METHOD	:	_____
SST/VAT NO	:	_____	INVOICE CURRENCY	:	_____
TAX IDENTIFICATION NUMBER (TIN)	:	_____	TOURISM TAX REGISTRATION NUMBER (IF APPLICABLE)	:	_____
BUSINESS TYPE (PRIVATE LIMITED / LIMITED / PARTNERSHIP / SOLE PROPERTIES)	:	_____	MALAYSIA STANDARD INDUSTRIAL CLASSIFICATION (MISC) CODE (IF APPLICABLE)	:	_____
WEBSITE	:	_____			
COMPANY NATURE OF BUSINESS	:	_____			
COMPANY ADDRESS	:	_____	POSTAL CODE	:	_____
CITY	:	_____	COUNTRY	:	_____
BUSINESS CONTACT PERSON	:	_____	DESIGNATION	:	_____
EMAIL ADDRESS	:	_____	MOBILE NO	:	_____
FINANCE CONTACT PERSON	:	_____	FINANCE EMAIL ADDRESS	:	_____
OFFICE TELEPHONE NUMBER	:	_____	OFFICE FAX NUMBER	:	_____
EMAIL ADDRESS (FOR PO)	:	_____			
BANK INFORMATION					
BANK NAME	:	_____	BANK BRANCH	:	_____
BANK ADDRESS	:	_____	CURRENCY	:	_____
PAYEE NAME	:	_____	SWIFT CODE	:	_____
BANK ACCOUNT NUMBER	:	_____			
DETAILS OF COMPANY DIRECTOR					
NUMBER		DIRECTOR NAME		DESIGNATION	
1		_____		_____	
2		_____		_____	
3		_____		_____	
4		_____		_____	
5		_____		_____	
FINANCIAL INFORMATION (THIS INFORMATION WILL BE KEPT "CONFIDENTIAL")					
AUTHORIZED CAPITAL	:	_____	ANNUAL TURNOVER (LAST 3 YEARS)		
PAID CAPITAL	:	_____	CURRENT YEAR	:	_____
			PREVIOUS YEAR 1	:	_____
			PREVIOUS YEAR 2	:	_____



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DECLARATION

DO YOU KNOW ANYONE IN THE COMPANY PAST AND PRESENT (YES / NO)
IF YES, PLEASE INDICATE NAME AND RELATIONSHIP

NAME : _____ RELATIONSHIP: _____

I/WE, THE UNDERSIGNES, HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS FORM AND THE ATTACHED DOCUMENTS IS ACCURATE AND COMPLETE IN EVERY RESPECT.

SIGNATURE AND COMPANY STAMP

NAME / DATE / RESIGNATION

DOCUMENT FOR SUBMISSION CHECKLIST (PLEASE TICK)

Kindly provide us with the following documents, along with this form, to ensure a smooth and efficient processing of your application

- | | | | |
|---|--------------------------|---|--------------------------|
| 1.SUPPLIER REGISTRATION FORM | <input type="checkbox"/> | 5. BANK LETTERHEAD
*FOR VALIDATION OF BANK ACCOUNT NUMBER | <input type="checkbox"/> |
| 2.STATUTORY DOCUMENTS
*FOR MALAYSIA REGISTER COMPANY (WITH THE SSM)
FORM 9, 13 (IF APPLICABLE), 24, 49 | <input type="checkbox"/> | 6. CODE OF CONDUCT
*TO BE SIGN ON EVERY PAGE AND SEAL COMPANYS STAMP ON PAGE 8 | <input type="checkbox"/> |
| 3.STATUTORY DOCUMENTS
*FOR FOREIGN REGISTER COMPANY (WITHOUT SSM)
CERTIFICATE OF INCORPORATION | <input type="checkbox"/> | 7.LHDN TAX LEDGER HEADER
*FOR MALAYSIA REGISTER COMPANY ONLY | <input type="checkbox"/> |
| 4.LATEST ANNUAL REPORT | <input type="checkbox"/> | | |





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To all our esteemed Business Partner,

In order to facilitate processing of payment to you, please:

1. State your Purchase Order Number on your invoice with date the same or after PO date and email your e-invoice to *******@nioshcert.com.my**
2. Please complete Part 1 of the attached form and provide a copy of the front page of your current bank statement, clearly displaying the company name, bank account number, and bank address.

Thank you for your cooperation.

Yours faithfully,

NIO SH CERTIFICATION SDN BHD



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GIRO Direct Credit Authorization Form

Part 1 – To be completed by

Date :
[]

Company Name :
[]

Bank Name :
[]

Contact Details :
For remittance advice, please email / fax to :
Fax Number : _____
Email address : _____
For clarification, contact : _____
Telephone Number : _____

Branch :
[]

Account Number To Be Credited :
[]

Bank Number:
[]

Branch Number :
[]

Swift Code :
[]

- a) I / We hereby authorise NIOSH Certification Sdn Bhd to credit payments due to the above account number.
- b) In the event of a change of bank account and/or other information, I / We shall inform you in writing as soon as possible prior to the change.

Authorised Account Signature & Designation
[]

Company Stamp & Date :
[]



ETHICS GUIDELINE

Term and Conditions of Purchase Order Products and/or Services

General Provisions

1. These terms and conditions are attached to and shall bind and govern the sales and purchase of products and/or services (both defined below) set out in, the purchase order ("Purchase Order") of NIOSH Certification Sdn Bhd ("Company") the buyer issue to the party identified therein ("Supplier").

(a) The term "products" shall mean and refer to all those materials, suppliers, equipment, accessories, and items set out in a Purchase Order as accepted by the Supplier

(b) The term "services" refers to all those services set out in a Purchase Order as accepted by the Supplier.

(c) The term "Terms & Conditions" mean and refer to the terms and conditions herein and to all specifications, drawings, samples, addition terms and/or conditions set out in the Purchase Order, incorporated by reference and/or appended hereto. The Terms & Conditions shall govern the Purchase Order as accepted by the Supplier and the Goods and/or Services to be supplied, delivered and/or performed thereunder.

2. Provided always acceptance and/or performance of a Purchase Order or any part thereof means that the Supplier agrees to and accepts all Terms & Conditions.

3. To verify an order for a product and/or service, this Purchase Order is sent via courier, facsimile or email to the Supplier (the original Purchase Order to be sent by the Company to the Supplier by request). Upon the Purchase Order being received from the Company, the Supplier is deemed to approve and be subject to the terms and conditions of this Purchase Order and other terms and conditions agreed upon in writing between the Company and the Supplier. The Supplier must send to the Company one copy of the Purchase Order that has been signed by the officer authorized to represent the Supplier via courier, facsimile or email within 3 (three) working days from when the Purchase Order is sent by the Company. Within the following 3 (three) working days, the Supplier shall then courier to the Company the original of the executed Purchase Order. This Purchase Order is binding. In the event there is an objection and/or rebuttal to any of the terms and conditions of this Purchase Order, the Supplier shall raise its objection and/or rebuttal in writing to the Company by: (i) no later than 30 (thirty) days as of the date of issuance of this Purchase Order; or (ii) before delivering the Product and/or Service required under this Purchase Order, whichever comes first.

4. All documents and correspondence in connection with this Purchase Order must specify this Purchase Order number

Acceptance

5. Acceptance of a Purchase Order may be express or by performance. These Terms and Conditions supersede and the Company shall not be bound by any terms and conditions as well as provisions in the Supplier's proposals, quotations, catalogues, acknowledgements, or any other documents (including counter offers), except to the extent where the Company and Supplier separately and specifically in writing agree to terms and expressly incorporate those terms into these Terms & Conditions. No discretion, remedy or right of the Company shall be waived or modified except by the Company in writing. For the avoidance of doubt, save where the Company and Supplier agree otherwise in writing, where the Purchase Order is issued pursuant to an existing written agreement between the Company and Supplier, the Terms & Conditions shall be in addition thereto. In the event of any conflict between any of the Terms & Conditions and the terms of the existing agreement, the terms of the existing agreement shall take precedent.

Price

6. The price of the product and/or service stated in this Purchase Order shall be the price as agreed upon in writing by the Company and the Supplier.

7. In the case of Purchase Order of a product, the price of the product includes delivery until the product is received at the shipping address stated on the face of the Purchase Order, unless provided otherwise in writing by the Company.

8. Provided always, the price for products and/or services includes payment to the Supplier for the proper, safe and timely delivery of the products and/or services to the Company and where applicable includes payment to the Supplier for proper, safe and timely installation, testing, commissioning and/or startup required to render the products and/or services operational and/or useable to the Company. Unless otherwise stated in an order, prices include all costs and charges incurred by the Supplier, including, without limitation, for all installation and other services; taxes and duties, wages and fees; transportation, packing and packaging; storage, design, engineering and development; samples and similar property used in fulfilling an Order.

9. The price accepted by the Supplier shall be firm, fixed and cannot be varied without the Company's written consent.

Terms of Payment

10. The due dates of payment of each staged payment for the prices of products and/or services shall be subject to the terms of payment time prevailing in the accounting department of the Company.

Taxation

11. The Supplier agrees that in the event the Supplier has collected SST and issue a Tax Invoice to the Company but the Supplier has not yet been confirmed as a Taxable Entrepreneur and/or fails to return an issued Tax Invoice to the Taxation Office (LHDN) as governed by the SST Law prevailing in Malaysia, the Supplier shall be liable to incur all the invoices or tax assessment that may be imposed by the Taxation Office (LHDN) on the Company for crediting a Tax Invoice issued by the Supplier.

Products and delivery of products and/or services and completion of services

12. The products and/or services must be delivered to the Company at the shipping address as stated in the Purchase Order. The products and/or services must be delivered in a good state as specified in this Purchase Order.

13. Under no circumstances, including but not limited to the Force Majeure, shall the Supplier change the specifications of the product and/or service, the date of delivery of the product to the Company and/or the date of the completion of the service, the price of the product and/or service, the point of delivery of the product and/or the completion of the service, the data or procedures for payment without the written consent of the Company

14. In the event that the business activities of the Company are disrupted, prevented or delayed due to circumstances beyond the control of the Company, the Company may decide to push back the date or dates of delivery of the products and/or the completion of the services. In the event a product has not yet been delivered and/or a service has not yet been completed by the Supplier to the Company at an agreed upon time for any reason whatsoever, the Company shall have discretion to cancel the whole or any part of the order without any obligation to give any compensation.

15. The Company shall not be liable for any order unless it has been confirmed and stated in this Purchase Order (PO) or other documents (if any) that are authentic and printed-out and signed by the Authorized Officer of the Company

Inspection and Rejection

16. In the case of Purchase Order of a product, the Company shall be entitled to inspect the product during the manufacturing process and at the time of receipt by the Company. In the event that the product delivered to the Company not in a good state of repair and in due time, and in accordance with the terms of this Purchase Order and/or the Data



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and Design of the product, or the product is delivered in a damaged or defective state of repair, the Company may return that product and/or request the Supplier to repair and replace the product entirely at the Supplier's expenses, or cancel the order of the product without any obligation to pay the price of the product whose order has been canceled, or compensation.

17. In the case of Purchase Order of a service, if the service is not completed in an appropriate and timely manner in accordance with the terms of this Purchase Order and/or the Data and Design of the service, the Company may, at the Supplier's expenses, request the Supplier to promptly repair or reach the completion of the service, or cancel the order of the service without any obligation of the Company to pay the price of the service whose order has been canceled, or compensation.

Warranties of the Supplier

18. The Supplier warrants that:

(a) The products and/or services shall conform with the specifications, descriptions or sample proof (Products only) as required in this Purchase Order and/or the Data and Design of the product and service and be delivered in a timely manner and on schedule as determined by the Company;

(b) The products and/or services shall fit for their purposes which are expressly or by implication notified to the Supplier by the Company;

(c) The products and/or services shall be of the best quality and/or the best standards for the delivery of the Products and/or the completion of the Services of the similar type;

(d) The products and/or services have complied with the prevailing regulations;

(e) The products are clear of liens or encumbrances; and

(f) The product is not in a damaged or defective state of repair.

The warranties shall be an addition to the warranties provided by the Supplier in respect of the Products and/or Services and other warranties as governed by the prevailing laws and regulations.

Transfer of Ownership and Product Risks

19. No Product ownership and risks shall pass to the Company until the Product is delivered to the Company, subject to the inspection and rejection as provided in clause 16.

Confidential Information

20. The Supplier must maintain the confidentiality of any and all the Confidential Information provided by the Company in connection with the order and manufacture of a product and/or the order of a service and as soon as the product is delivered to the Company and/or the service is completed, the Supplier must return the Confidential Information to the Company as soon as practical. This term also applies to directors, commissioners, employees, agents, representatives and subcontractors of the Supplier.

Failure of Timely Delivery of Products and/or Completion of Services

21. Time is of the essence in the order. Failure of the Supplier to deliver the products and/or complete the services within the time specified in the Purchase Order, either in part or in whole, unless the Supplier can prove that the failure is caused by the Force Majeure, shall be imposed the following sanctions:

(a) Every day's delay shall be assessed a penalty of 2% (two percent) of the price of the Product delayed in delivery and/or of the price of the service delayed in completion, with a maximum penalty of 5% (five percent) of the price of the product and/or the price of the service.

(b) Notwithstanding the term of point 24 below, if the delay exceeds more than 30 (thirty) consecutive calendar days, this Purchase Order may be canceled unilaterally by the Company by a written notice to the Supplier

without any obligation to give any compensation, and such cancellation shall not affect the obligation of the Supplier to pay the penalty as referred to in point 21 (a) above.

In the event that the whole and/or any part of the payment has been made to the Supplier, the Supplier must refund all the payments that have been received without any deduction within 3 (three) working days of the date of the notice is sent by the Company to the Supplier regarding the cancellation.

Compensation

22. Notwithstanding any prevailing laws, in the event that the product is delivered or the product is in use by the Company and/or in the event the service is completed other than in accordance with and not in a timely manner as provided in the terms of this Purchase Order and/or the Data and Design of the Service and/or any specification specified in this Purchase Order, or in the event there are damages, damage, loss, or defects of goods and/or injury, or death of the employee of the Company and/or the third party due to the use of the product and/or the use of the service other than in accordance with the Purchase Order or there is failure of the Supplier and/or the employees, agents, and subcontractors of the Supplier, the Company may demand the Supplier to repair and/or give compensation for the damage(s), loss, defects, injury, or death.

23. The Company shall not be liable for any damage(s) loss, defects, injury, or death of the Supplier, employees, agents or subcontractors of the Supplier, either directly or indirectly, in connection with the performance of this Purchase Order by the Supplier.

24. The Supplier shall be liable to give compensation to the Company at any time for any and all expenses, damages or liabilities (inability) incurred, including legal service fees and other expenses incurred by the Company as a result of the Supplier's violation of the terms and conditions of the Purchase Order, or as a result of the failure or non-performance of the Supplier or its representatives or employees, or as a result of an action or anything performed or nothing performed by the Supplier or its representatives or employees in connection with the provision of products and/or services.

Transfer and Subcontracting

25. No order of the products and/or services shall be transferred by the Supplier to third parties. The Supplier shall not be allowed to subcontract the production or provision of the whole or any part of the products and/or services without a written consent of the Company. In the event the Company consents the appointment of the subcontractor, the Supplier shall, unless otherwise agreed upon in writing by the Company and the Supplier, remain responsible to fulfill all the obligations and liabilities of the Supplier and/or the subcontractors in a timely manner (without any exceptions) under this Purchase Order.

Intellectual Property Rights

26. The Supplier warrants that:

(a) There is no provision of products and/or services under this Purchase Order constitutes an infringement of the intellectual property rights of the third parties and/or the Company.

(b) All information (including samples and specifications) provided by the Company to the Supplier shall remain the property of the Company and must be treated as confidential information by the Supplier. Such information may solely be used by the Supplier to prepare an offer price or complete the Purchase Order for the Company. The Supplier shall not reproduce or copy, sell, lend or otherwise transfer or use such information without the prior written

consent of the Company. All illustrations, drawings, tools, samples and specifications provided to the Supplier must be returned to the Company once requested by the Company.

(c) The Supplier shall not use any trademark, trade name, slogan or logo of the Company or the affiliated parties of the Company without the special written consent of the Company.



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The Code of Conduct of the Company

27. The Supplier represents that in the course of the provision of the products and/or services it has no and will not have conflict of interest that would affect the Supplier's performance to provide the products and/or services

28. The Supplier shall not authorize, offer, promise or give any payments or anything else of value, through any means whatsoever, (i) to any Government Official or to any other person with the knowledge that all or any portion of the thing of value will be offered, promised or given to a Government Official for the purpose of influencing official action to obtain or retain business or secure any improper advantage, or to reward such an act, or (ii) to any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust, or to reward such an act. This includes a prohibition on offering or making "facilitation" payments.

Facilitation payments are small payments to Government Officials to expedite or secure the performance of routine government action (actions that are ordinarily and commonly performed). Examples include payments to speed up issuing of legitimate visas; licenses or permits; and to connect telephones or other utility services. For the avoidance of doubt and without limiting the generality of the foregoing warranty, the Supplier further warrants that it shall not make a gift or political contribution in cash or in kind to, nor shall it entertain, any Government Official or any other persons on behalf of the Company without the prior written approval of the Company, and that all such approved gifts, entertainment and contributions will be accurately recorded in its books and records and will not be reimbursed by the Company without having received the necessary approvals from the Company. For the purposes of this paragraph 28, a person shall be deemed to have "knowledge" with respect to conduct, circumstances or results if such person is aware of (1) the existence of or (2) a high probability of the existence of such conduct, circumstances or results.

29. No part of the payment by the Company to the Supplier may be used, directly or indirectly, or in any manner whatsoever, (i) for any purpose that violates the laws of the country in which the products and/or the services are to be provided, the countries in which the Company and the Supplier are established, or any other country whose laws may apply to any of the parties or its affiliates; (ii) to benefit from any government employees; or (iii) for unlawful, unethical or improper purposes whether or not related to this Purchase Order, and the Supplier warrants that it will not use the funds in a manner that breaches these terms.

30. The Supplier must ensure that its employees, agents, representatives and subcontractors with legal authority from or in connection with the Supplier in connection with this Purchase Order, read and comply with the standards of conduct specified in clause 27 to clause 33. The Supplier also agrees to comply with and must cause its employees, agents, representatives and subcontractors to comply with the policy or code of business conduct that have been notified or will be notified at later date by the Company to the Supplier.

31. The Supplier does and shall not engage a third party:

(a) to provide benefits that may affect the loyalty and objectivity of any employee of the Company in making a decision for and on behalf of the Company. No gift-giving in the form of travel and

(b) to enter into business relationship with the Company if the Company's employees have Substantial Interests within the Supplier's organization and have the capability to determine to choose or terminate the Supplier, or the terms of this Purchase Order between the Supplier and the Company.

(c) to bribe, give covert commission or other unauthorized or improper compensation to any party.

(d) to conduct unauthorized duplication of software belonging to or licensed to the Company.

The Supplier must immediately notify the Company if the Supplier becomes aware of the violation of this point. In this point, Benefits means any payment, loan, service, gratuity, money, gift, entertainment (socially unusual and

improper) or other patronage. Substantial Interests means economic, personal or family interests that may affect or reasonably be deemed to affect a decision or act.

32. All financial statements, records, and invoices submitted by the Supplier to the Company must, in reasonable detail, accurately and honestly, indicate the activities and transactions relating to the Company's account. The Supplier must keep and maintain complete and accurate books, records of account, other reports and data necessary for the proper administration of this Purchase Order for a period of 5 (five) years upon the expiration or the expiry date of this Purchase Order.

33. The Company is entitled to appoint its internal and/or independent auditors to audit during the normal business hours the financial records and books of the Supplier in relation to the performance duties of the Supplier by reasonable prior notice.

Miscellaneous Provisions

34. The terms and conditions of this Purchase Order are made in the English language. The translation of this Purchase Order into a foreign language is not binding on the Company and the Supplier.

35. Any matters not provided for by this Purchased Order may be further governed individually by an agreement made in writing between the Company and the Supplier.

36. The Company may, at its own discretion, change or cancel its order of the products and/or services before the products and/or services are delivered to the Company, and the Supplier must immediately use any reasonable effort to alleviate the expenses arising from such change or cancellation. The Company's liability shall be limited to the expenses borne directly by the Supplier up to the date of cancellation, and the Company shall not be liable in any manner whatsoever to the indirect loss due to the consequential loss or loss of profit due to such change or cancellation.

37. This Purchase Order is governed by the laws of the Malaysia.

38. The terms and conditions of this Purchase Order of the products and/or services shall be an inseparable and complementary part of the terms and conditions of the contract made in writing by and between the Company and the Supplier (if any). In the event of any inconsistency between the Purchase Order of the products and/or services and the contract made in writing, the written contract shall prevail.



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I hereby confirm my acceptance of the terms and conditions of NIOSHCert
Supplier code of conduct and agree to respect it and be compliant with it

SUPPLIER

SIGNATURE

TITLE

DATE



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