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Ref No. : QA/LSS/TL/0018/11/20
Date : 13 November 2020
Attn : Puan Suzana Ismail

Retail and F&B Productivity Nexus
Malaysia Productivity Corporation
Lorong Produktiviti, Jalan Sultan
46200 Petaling Jaya, Selangor Darul Ehsan

RE: PROPOSAL FOR PROMOTIONAL VIDEO

With reference to the above-mentioned subject, Pico International Malaysia welcomes the opportunity given to submit herewith our quotation for your kind approval and acceptance.

No	Item
	To develop & deliver: -
1	The storyboard & script
2	Onsite video filming together with required equipment
3	In-studio voice-over recording
4	Talents
5	Video editing works & computer graphics
6	Output in MPEG4 format
7	Onsite technician & crew

Total : RM 19,500.00
Terms of Payment : 70% upon date confirmation; 30% upon completion
Validity of Contract : 20 November 2020

Remarks:

- Our obligation will only begin after receiving payment upon confirmation as per terms of payment stated above.
- Failure to adhere to the aforementioned payment terms constitutes a material breach of this contract. Pico's failure or delay to exercise any of its rights pursuant to the breach shall not constitute a waiver of the same and shall not affect Pico's ability to subsequently exercise the same or pursue any other remedy.
- In event a Purchase Order (PO) is issued by Client pursuant to this contract, the said PO shall incorporate terms of payment consistent with the aforementioned terms. In event the terms of payment in the PO are inconsistent or contradict the aforementioned terms of payment, the latter shall prevail.
- Should the show/project be postponed to a later date due to any cause beyond our control or an act of God, 50% of the agreed contract sum shall be paid upon confirmation of our offer, and the balance shall be payable upon the completion of the work on the postponed date.
- Should there be any cancellation or indefinite postponement of the show/project due to any cause beyond our control or an act of God, you are liable to
 - make 100% payment if the show/project is cancelled in less than two (2) months before the original commencement date;
 - make 50% payment if the show/project is cancelled more than two (2) months before the original commencement date.
 Wherein the case of (a), 50% of the contract sum is payable upon the confirmation of this offer and the balance is payable within seven (7) days of the announcement of the cancellation or indefinite postponement of the show/project.
- The above payment terms are in addition to the Standard Terms and Conditions on the reverse of this quotation and in the event of any conflict with the Standards Terms and Conditions, the terms set out above shall prevail and apply.
- This quotation is also subject to the Standard Terms and Condition of sale on the reverse of this quotation.
- We cannot guarantee provision of order received after the date of validity.

We trust that the above will meet your requirement and look forward to working with you on this job. Kindly endorse this quotation and return the same to us for further action. Please do not hesitate to contact us should you require any other assistance. Thank you.

Yours faithfully,
PICO INTERNATIONAL (M) SDN BHD

Raslan Dahlan
Director

Confirmed & Accepted by,
Retail and F&B Productivity Nexus
Malaysia Productivity Corporation

(Co. Stamp & Signature)
Name :
Date :

STANDARD TERMS AND CONDITIONS OF SALE

1. Estimates, designs, drawings, plans or models prepared by us for the information of the customer including the copyrights or any other intellectual property rights in such designs, drawings, plans or models shall be our exclusive properties. They must not in whole or part be divulged for copying or made use of by any other party for whatever purpose without our written consent.
2. The customer shall comply with all conditions imposed by the Organisers/Owners of the Exhibition/Display Area and shall be solely responsible for obtaining the written consent of such Organisers/Owners to any modification or waiver of such conditions as may be required by us.
3. Unless otherwise agreed by us in writing, we accept no responsibility for the loss of or damage to the Exhibits or any other property entrusted by the customer to our custody or of any good brought to our worksite.
4. All goods, materials, plant equipment, machinery and fittings supplied by us for purposes of designing or construction of Exhibition stand fitting shall be treated as being on hire to the customer unless otherwise stated. The customer shall indemnify us against any loss or damage to any of such item while on hire. The period of hire shall begin on the date when the customer takes possession of the items to be hired or on the date when the exhibition on opens (whichever shall be earlier) and shall end when the items on hire are collected and removed by us after the close of the Exhibition or on an agreed date in writing. We shall enter the Exhibition/Display premises to collect and remove the items on hire as soon as permitted after the close of the Exhibition/Display by the Organisers/Owners. We shall be notified of any contravention of fitness for purpose made known to us or non-compliance to customer's specifications with respect to work done and/or goods delivered in writing not later than three (3) days subsequent to the completion of work and/or delivery of goods. Any notification of such matters received thereafter shall not be effective in rendering us liable to undertake rectification work free of charge. In such event, the customer shall pay such additional costs incurred by us.
5. Any goods, materials, plant equipment, machinery or fittings supplied by or through the customer shall be of sound construction and suitable for the purpose for which they shall be used except in the case where such items are specifically requested to be used by the customer.
6. The customer will fully indemnify us against all actions, costs, claims and demands whatsoever brought or made against us by any party arising out of the supply or hire by us to the customer of any goods, materials, plant equipment, machinery or fittings or by reason of any work carried out by us or by reason of our compliance with any Exhibition/Outdoor Display conditions save only where the same shall arise by reason of negligence on our part.
7. Unless otherwise agreed in writing and subject to the provisions of Clause 9 of these Terms and Conditions, 70% of the agreed contract price shall be paid on acceptance by the customer of our Quotation and the balance shall payable on delivery of the goods or materials ordered from us or the completion of our work. In the event that my part of the agreed contract price is not fully paid, we shall be entitled to treat this contract as annulled. Delay in delivery of goods or materials or in the execution or completion of work from any cause beyond our control or act of God shall not affect our right to recover the balance of the contract price whether or not such delay extends beyond the opening date of any Exhibition.
8. Orders are accepted and delivery dates are agreed subject to our being able to secure the necessary labour and material resources. We shall accept no responsibility if delivery of goods or materials of the execution of work is delayed or prevented by any cause beyond our control including (but without derogating from the generality of the foregoing):
 - (i) strike, lock-out, labour disturbance, restriction or ban on overtime.
 - (ii) reduction or stoppage supply of output, good or material required to fulfill this contractual obligations.
 - (iii) failure by the customer or any third party to observe any of the provisions of the rules and regulations issued by Ministry of Labour or of any legislation governing labour's activities.
 - (iv) failure by the customer to give instructions or supply necessary drawings in due time.
 - (v) failure by any third party including the Organisers or Promoter of any Exhibition to carry out their part of the work or perform their obligations, as and when required.
 - (vi) if our work is dependent on action to be undertaken by a third party and the third party delay such action.
 - (vii) delay on the part of our suppliers to supply any good or material required by us which is imperative to the successful performance of this contract.
- 9.1 If we are prevented from delivering goods or materials or executing work by any cause beyond our control, the customer shall pay us on a quantum meruit basis for any goods or materials supplied and for all works done or other obligations incurred by us on the customer's behalf in performing this contract or in the event the customer defaults in making any payment. A Valuation signed by our Project Manager of the value of goods, materials supplied or work done shall be accepted as final and binding save in the case of manifest error.
- 9.2 Should the customer fails to pay any monies when due or in the case of death, incapacity, bankruptcy or insolvency of the customer or where the customer is a company in the case of liquidation or receivership or in the event of the cancellation of the exhibition/promotion, the price of all goods or materials invoiced and/or delivered and the cost of all work already invoiced and/or carried out shall immediately become due and payable and in addition on the occurrence of any such event, we shall have the right to cancel forthwith every contract with customer and/or to retake possession of all our property on hire to the customer and/or to suspend delivery to further goods or materials or the execution of further work under the contract without prejudice to our right to recover any loss sustained. Late payment interest will be charged on overdue payments at the rate of 2% per month.
10. Our prices for goods supplied or work done are based on the cost of goods, materials, labour and transport (including the cost of conforming with obligations imposed by statute or Government Order) ruling at the date when such prices were quoted or in the absence of such quotation, when such prices were agreed. In the event of any increase in such costs subsequent to the date of our quotation and before delivery of the goods or completion of the work, we shall have the right to increase our prices in tandem with the increase in the cost of good materials, labour and transport.
11. We shall not be liable for any personal injury or damage to property or any other loss damage direct or indirect and of whatsoever nature caused by or arising out of:-
 - (i) delay or failure to deliver goods or materials or to carry out work from any cause beyond our control.
 - (ii) failure or defect in any goods, materials, plant equipment, machinery or fittings not manufactured by us.
 The customer shall not bring into our worksite any goods or other property while is in progress. In the event of this condition being breached by the customer by bringing any of his good or property into our worksite, we shall not be liable for any loss or damage.
12. In the event that we incur additional costs in performing this contract due to the alteration of and Exhibition erection and/or dismantling periods or other working conditions unknown to us at the date of our Quotation or the date when the construction was entered into, we shall have the right to claim against the customer such additional costs.
13. Where the performance of this contract is carried out in existing buildings or use is made of private roads or paths or other property, we shall be entitled to assume in the absence or written notice to the contrary from the customer that such buildings, roads, paths and other property are safe and suitable to be used and that all necessary licenses have been obtained. We are not responsible for any damage to any such building, roads, paths or other property including vehicles and shall be indemnified by the customer against all claims, in respect thereof save only where the same shall arise by the reason of negligence on our part.
14. Unless otherwise agreed in writing these Terms and Conditions apply to all contract entered into by us to the exclusion of any terms and conditions contained in the customer order which conflict or purport to modify these Terms Conditions and to the exclusion of any conditions or warranties implied by common law or statute.
15. Any liability on the part of the Company if any, under all circumstances shall be confined to claims of which written notification is received by the company within 10 days of the happening of the default by the company alleged to give rise to such liability, and subject thereof, shall be limited to the itemized price stipulated in the contract paid by the customer to us.