

## STANDARD TERMS AND CONDITIONS OF PURCHASE

### 1. INTERPRETATION

In these Conditions, 'Conditions' means the standard terms and conditions of purchase by the Buyer exclusively set out in this document; 'Contract' means this contract set out in this document for the sale and purchase of the Goods and the supply and acquisition of the Services in accordance with these Conditions; 'Goods' means the goods or materials (including any instalment of the goods or materials or any part of them) described in the Order which the Seller is to supply in accordance with these Conditions; 'Order' means the Buyer's local purchase order to which these Conditions are annexed and applicable; 'Services' means the services or labour (if any, including any part thereof) described in the Order which the Seller is to supply in accordance with these Conditions; 'Specification' includes any plans, drawings, data, design or other information relating to the Goods or Services. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. BASIS OF PURCHASE

The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions. The Buyer's Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation, acknowledgement form or any similar document has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller. The Seller's employees or representatives or agents are assumed by the Buyer to be authorised to make any representations concerning the Goods and/or Services. In entering into the Contract the Buyer acknowledges to the Seller that it does rely on, and does not waive any claim for breach of, any such representations. Any representation or advice or recommendation given by the Seller or its employees or representatives or agents to the Buyer or its employees or representatives or agents as to the supply, storage, delivery, installation, application, use, performance or resale of the Goods and/or Services is followed or acted upon entirely at the Seller's own risk, and accordingly the Seller shall be liable for any such representation or advice or recommendation.

### 3. ORDERS

All orders submitted by the Buyer shall be deemed to be accepted by the Seller exclusively upon and expressly limited to the Buyer's Conditions and without prejudice to the generality of the foregoing any of the following acts by the Seller shall constitute acceptance of this Order and its Conditions: signing and returning the Order acknowledgement slip; signing and returning a copy of this Order; delivery of any of the Goods ordered or performance of any Services; informing the Buyer in any manner of commencement of performance; or returning the Seller's own form of acknowledgement. No order which has been accepted by the Seller may be cancelled by the Seller except with the agreement in writing of the Buyer and on terms that the Seller will indemnify and pay to the Buyer in full for all loss (including loss of profit), costs (including the cost of all labour and materials used and legal costs on a full indemnity basis), damages, charges and expenses incurred by the Buyer as a result of cancellation.

### 4. PRICE OF GOODS AND SERVICES

The Price of the Goods and the Services shall be as stated in the Order and inclusive of all charges for packaging, packing, storage, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts, levies or taxes shall be payable by the Seller. The Seller warrants that the Price charged for the Goods or Services ordered is as low as the lowest prices charged by the Seller to any customer purchasing similar goods or services in the same or smaller quantities and under like circumstances. The Seller shall furnish the Goods or Services in accordance with the Price and delivery schedule stated on the face of this Order or notified to the Seller. If the Prices and/or delivery dates are not stated, the Seller shall offer its lowest price or best delivery dates or both which shall be subject to written acceptance by the Buyer. The Buyer shall be at liberty to withhold any payment of the Price if any of the Conditions of this Contract are not strictly complied with.

### 5. DELIVERY

The Seller shall deliver the Goods to, and perform the Services at, the Delivery Address on the date or within the period stated in the Order or notified to the Seller. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. All dates quoted and terms for delivery of the Goods and performance of the Services are to be strictly complied with and cannot be extended without the prior consent of the Buyer in Writing and the Seller will be liable for any delay in delivery of the Goods or performance of the Services howsoever caused. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable. Failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall entitle the Buyer to treat the Contract as a whole as repudiated. Partial delivery is not acceptable by the Buyer unless specifically agreed to in writing signed by an authorized representative of the buyer. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them after any latent defect in the Goods has become apparent. The Goods will not be delivered by the Seller in advance of the quoted (s) specified date(s). The Buyer may return or store at, the Seller's expense, any Goods delivered in advance of the delivery date(s) delivery for such Goods.

### 6. INVOICING AND TERMS OF PAYMENT

After each shipment made or delivery of the Goods or performance of the Services, as the case may be, the Seller shall send a separate invoice, including item number, in duplicate, accompanied by a bill of lading or shipping receipt or delivery order. Payment of the invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of the Seller to meet the requirements of this Order. The Buyer shall be entitled to set off against the Price any sums remaining unpaid to the Buyer by the Seller.

### 7. RISK AND PROPERTY

The Seller shall bear all risk of damage to or loss of the Goods and risk and property in the Goods shall not pass to the Buyer until final acceptance by the Buyer in accordance with the Contract at the Delivery Address. The Seller shall be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, but if the Seller does so all moneys owing by the Buyer to the Seller shall not be payable (without prejudice to any other right or remedy of the Buyer).

### 8. PACKING AND SHIPPING

No charge shall be made by the Seller for packaging or packing or storage or transportation. All Goods shall be packaged, packed, marked and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates. The Seller shall mark on containers handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of the Seller and the Buyer. An itemized packing list shall accompany each shipment.

### 9. INSPECTION

The Buyer, its customers, contractors, any persons so informed by the Buyer may inspect and test the Goods or Services at all reasonable times and places. If such inspection or testing is made on the Seller's premises, the Seller shall provide, without additional charge, all facilities and assistance for such inspections and tests. If such inspections and testing is made on the Seller's supplier premises, the seller shall ensure in its contracts with its suppliers to allow access for such inspection and testing. The Seller shall conduct its own internal inspection and testing of the Goods or Services and use an inspection and testing system required by and acceptable to the Buyer. All inspection records relating to the Goods and Services shall be available to the Buyer during the performance of this Order, and for such longer period specified by the Buyer in its review of the inspection and testing system and the Buyer shall be able to take copies thereof without additional charge. Final inspection and testing and acceptance by the Buyer shall be at the Delivery Address unless otherwise required by the Buyer. Such inspection and testing shall be in accordance with the customary established inspection and testing procedures or with the requirements of the Buyer's customer at the Seller's expense. If as a result of any inspection or testing, the Buyer is not satisfied that the Goods or Services will comply in all respects with the Contract, the Seller shall take such steps as are necessary to ensure compliance at its own expense. No inspection whatsoever, tests, approval (including design approval) or acceptance of the Goods or Services or payment of the same shall relieve the Seller from responsibility for any defects in the Goods or Services or other failures to meet the requirements of this Order, or for latent defects, fraud, such gross mistakes as amount to fraud, and Seller's warranty obligations.

### 10. WARRANTIES

In addition to all other express or implied warranties, the Seller warrants to the Buyer that the Goods or Services will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller or which may be stated on the face of this Order; will be free from defects in design, workmanship and material; will correspond with any relevant Specification or sample or all requirements of this Order; and will comply with all statutory requirements and regulations and requirements of this Order. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality to expect in all the circumstances and will comply with all statutory requirements and regulations relating to the performance of the Services. All warranties extend to all parts, materials or equipment not manufactured by the Seller. The express warranties and all other warranties, conditions or other terms implied by statute or common law are not excluded and shall survive delivery, inspection or testing, acceptance and payment. In addition and without limitation to any other rights or remedies the Buyer may have, if Goods or Services are found not to be so warranted within period of one (1) year from the date of first beneficial use or completion of a project for which Goods or Services are being purchased, whichever shall occur later, the Buyer may return such Goods to the Seller or demand rectification or replacement or correction of the Goods and Services or obtain credit or repayment of the Price or any part thereof by the Seller, at the Seller's expense, as the Buyer may direct. Any Goods or Services rectified or replaced or corrected shall, from the date of use or completion of such rectification or correction or replacement Goods or Services, whichever shall occur later, shall be subject to the provisions of this Clause 10 for the same period and to the same extent as the Goods or Services initially furnished pursuant to this Order. The Seller shall be liable to and indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) or any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever asserted by or against or incurred or paid or agreed to be paid by the Buyer or its customers in settlement of any claim as a result of or in connection with breach of any representation, or any implied warranty; condition or other term, or any duty at common law, or under the express terms of the Contract given by the Seller in relation to the supply, storage, delivery, installation, application, use, performance or resale of the Goods or Services.

### 11. MATERIALS AND EQUIPMENT

If the Buyer furnishes the Seller with material or equipment (such as special dies, molds, jigs, tools, test equipment masks, etc.), or pays for such material or equipment, title thereto shall remain or vest in the Buyer, and the Seller shall identify, maintain and preserve such material and equipment and shall dispose of it (including scrap) in accordance with the Buyer's direction. Unless otherwise authorized in writing by the Buyer, the Seller shall use such material and equipment and shall dispose of it (including scrap) in accordance with the Buyer's direction and/or the performance of this Order. The Seller shall be responsible for and pay the Buyer in respect of any loss, damage, or destruction to such material or equipment.

### 12. PROPRIETARY INFORMATION

All information obtained by the Seller from the Buyer in accordance with this Order shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by the Seller only to the extent necessary for the performance of this Order and only with prior consent of the Buyer in writing.

### 13. SUBCONTRACTS

The Seller shall not subcontract any parts of the work or obligations required by this Order without the Buyer's prior written approval.

### 14. LIEN WAIVERS

The Seller shall furnish, upon the Buyer's request, waivers by the Seller and all other persons entitled to assert any lien rights in connection with the performance of this Order.

### 15. MARKS, PATENTS AND COPYRIGHTS

The Seller shall defend, at its own expense any suit or claim that may be instituted against the Buyer or any customer of the Buyer for alleged infringement of marks or patents or copyrights relating to the maintenance, sale, or use of the Goods or Services, and the Seller shall indemnify the Buyer and its customers for all costs and damages arising out of such alleged infringement. If the Buyer or its customers are enjoined not to use the Goods or Services or the infringing part thereof, the Seller shall, at its own expense, procure the right to continue the use thereof by the Buyer or its customers as the case may be, or modify or substitute the Goods or Services or part thereof at its own cost so that it becomes non-infringing and pay to the Buyer or its customers as the case may be, costs for dismantling, transportation and reinstallation in connection thereof, as applicable. The Buyer shall have the right, at no additional charge, to use and/or produce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. The Seller shall advise the Buyer of any updated information relative to the foregoing literature and documentation with timely notifications in writing.

### 16. LIABILITY

The Seller shall be liable to and indemnify the Buyer and its customers in full against any and all liability, loss, damages, costs and expenses (including legal expenses) for all deaths, personal injury and property damage as a result of or in connection with the Goods supplied or Services performed by the Seller (whether performed on the premises of the Seller or elsewhere) and shall defend at its sole cost and expense any action brought against the Buyer as a result of any such deaths, personal injury and property damage. The Seller shall carry and maintain insurance coverage satisfactory to the Buyer to cover the above, and upon the Buyer's request, shall furnish the Buyer with evidence of such insurance in a form satisfactory to the Buyer. The Buyer and the Seller agree that in no case shall the Buyer be liable for any incidental, special, speculative, consequential, or indirect damages, including but not limited to, loss of profits (including anticipated), business interruption, loss of goodwill, overhead or other like damages due to any cause whatsoever.

### 17. ASSIGNMENT

The Seller shall not assign this Order or any rights or obligations under this Order without the prior consent of the Buyer in writing and no purported assignment by the Seller shall be binding on the Buyer without such consent.

### 18. CHANGES

The Buyer may, at any time, change, cancel or suspend the requirements or obligations or performance of this Order, in whole or in part or (without prejudice to any other right or remedy of the Buyer, if the Seller fails to perform or if there is a breach of any Condition; or the Goods or Services or any part thereof are defective or otherwise not in accordance with the Contract; or there is any breach of warranty at law or otherwise by the Seller; or the Seller fails to make progress as to endanger performance of this Order; or the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or judicial management (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of the undertaking or any of the property or assets of the Seller; or the Seller ceases, or threatens to cease, to carry on business; or the Buyer, in its absolute discretion, apprehends that any of the events mentioned above may occur, the Buyer may at no further expense (whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services); (a) terminate forthwith all or any part of this Order as to such Goods or Services and to treat the Contract as discharged by the Seller's default and shall be entitled to cancel the Order or suspend any further deliveries or performance under the Contract without any liability to the Seller and not pay the Price or obtain credit; or repayment of the price or any part thereof which has been paid; (b) rectify or replace or correct such Goods or Services or purchase substitute Goods or Services elsewhere and the Seller shall pay any loss, legal costs and expenses on a full indemnity basis incurred by the Buyer in doing so; or (c) accept such Goods or Services at an equitable reduction in Price; or (d) reject and/or return such Goods or reject the Services at the Seller's expense and not pay the Price or obtain credit or repayment of the Price or any part thereof which has been paid.

### 19. TERMINATION

#### 19.1 TERMINATION WITHOUT CAUSE

The Buyer may terminate, for its own convenience, all or any part of this Order at any time by notice to the Seller. In the event of such termination, the Seller shall immediately stop all work thereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. The Seller shall be paid a reasonable termination charge consisting of a percentage of the Price reflecting the percentage of work performed at cost prior to the notice of termination. Such charge shall be the Seller's only remedy for such termination and the Buyer shall incur no further liability. The Seller shall not be paid for any work done after receipt of the notice of termination nor for any work done by the Seller's suppliers or subcontractors. Any termination claim must be submitted to the Buyer within seven (7) days after receipt of the notice of termination, or such claim shall be deemed to be absolutely and unconditionally waived.

#### 19.2 TERMINATION WITH CAUSE

Without prejudice to any other right or remedy of the Buyer, if the Seller fails to perform or if there is a breach of any Condition; or the Goods or Services or any part thereof are defective or otherwise not in accordance with the Contract; or there is any breach of warranty at law or otherwise by the Seller; or the Seller fails to make progress as to endanger performance of this Order; or the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or judicial management (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of the undertaking or any of the property or assets of the Seller; or the Seller ceases, or threatens to cease, to carry on business; or the Buyer, in its absolute discretion, apprehends that any of the events mentioned above may occur, the Buyer may at no further expense (whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services); (a) terminate forthwith all or any part of this Order as to such Goods or Services and to treat the Contract as discharged by the Seller's default and shall be entitled to cancel the Order or suspend any further deliveries or performance under the Contract without any liability to the Seller and not pay the Price or obtain credit; or repayment of the price or any part thereof which has been paid; (b) rectify or replace or correct such Goods or Services or purchase substitute Goods or Services elsewhere and the Seller shall pay any loss, legal costs and expenses on a full indemnity basis incurred by the Buyer in doing so; or (c) accept such Goods or Services at an equitable reduction in Price; or (d) reject and/or return such Goods or reject the Services at the Seller's expense and not pay the Price or obtain credit or repayment of the Price or any part thereof which has been paid.

In the event of termination with cause, the Buyer shall not be liable to the Seller for any amount and the Seller shall reimburse the Buyer or any part thereof which has been paid and shall be liable and indemnify the Buyer for any and all loss and damage sustained by reason of the default which gave rise to the termination.

19.3 The Seller shall continue performance of this Order to the extent not terminated pursuant to this Clause 19. If this Order is terminated as provided in this Clause 19, the Buyer, in addition to any other rights provided herein or at law, may require the Seller at its own expense and without prejudice to the Seller's obligations under this Clause 19, to deliver to the Buyer any completed Goods, such as partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as the Seller has specifically produced or specifically acquired for the performance of this Order; and/or the identification of the Seller's sources of material and labour.

### 20. WAIVER

The failure of the Buyer to insist upon the performance of any Conditions of this Order, or to exercise any right or privilege granted to the Buyer under this Order, shall not be construed as waiving such Conditions of this Order, and the same shall continue in full force and effect. No waiver by the Buyer of any breach of the Contract or Conditions by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 21. VALIDITY

If any provision of these Conditions is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this Order shall not be affected thereby, and shall remain in full force and effect.

### 22. COMPLETE AGREEMENT

This Order, and any supplemental sheets and riders annexed hereto by the Buyer, contains the complete and entire agreement between the parties as to the subject matter hereof, and replaces and supercedes any prior or contemporaneous communications, representation, or agreements, whether oral or written subject to the Buyer being at liberty to rely on representations, advice or recommendations pursuant to Clause 2 of these Conditions for any loss incurred thereby.

### 23. COMPLIANCE WITH LAWS

The Seller shall comply with all applicable and local laws, ordinances, rules and regulations in the performance of this Order. The Seller shall defend and indemnify in full the Buyer against all loss, damages, legal costs and expenses arising in any way from any actual or alleged violation of any or local law, ordinance, rule or regulation.

### 24. GOVERNING LAW AND SUBMISSION TO JURISDICTION

The validity, performance, and construction of this Order shall be governed by and construed in all respects in accordance with the laws of the country, state or province (hereinafter referred to as the "territory") as shown in the Buyer's address on this Order. The Seller hereby irrevocably agrees that any legal action or proceedings against it with respect to this Order may be brought in the courts of the territory and the Seller hereby irrevocably submits for itself and in respect of its undertaking properties and assets generally and unconditionally to the non-exclusive jurisdiction of the courts of the territory. The parties agree that with respect to any proceedings in Singapore in connection with any matter or issue relating to this Order, appeal will lie from the appellate court in Singapore to the Judicial Committee of the Privy Council under the Judicial Committee Act (Chapter 148) (as may be amended from time to time) and each of them hereby further gives its consent that, in every case where it is a party to any such legal proceedings, it shall be bound by any such appeal to, on any decision, ruling or order of, the Judicial Committee. The Seller further irrevocably consents to the service process out of the courts of the territory in any action or proceedings by the mailing of copies thereof by registered or certified prepaid post or facsimile to the Seller to its address specified herein (or at such other address as it may have designated by notice to the Buyer), such service to become effective seven (7) days after such mailing or on the date of despatch of such facsimile. Nothing herein shall affect the right to service of process in any other manner permitted by law. Nothing in this Clause shall limit the right of the Buyer to bring any proceedings with respect to this Order against the Seller in any court elsewhere. The Seller hereby irrevocably waives any objection which it may now or hereafter have to the venue of any suit, action or proceedings arising out of or relating to this Order selected by the Buyer and hereby further irrevocably waives any claim that the venue so selected is not a convenient forum for any such suit, action or proceeding.