

GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS / SERVICES

1. APPLICATION OF GENERAL CONDITIONS

- 1.1 These general conditions of contract for the purchase of goods and services ("**General Conditions**") shall be an integral part of all purchase orders issued by Singapore Aero Engine Services Private Limited ("**Customer**") to the Vendor ("**Purchase Order(s)**").
- 1.2 No addition to, nor any variation or waiver of these General Conditions nor any terms or conditions provided by the Vendor, shall have any legal effect unless expressly agreed to in writing on behalf of the Customer and signed by a duly authorized employee of the Customer.
- 1.3 The Vendor's performance of the Services and supply of the Goods shall be deemed as acceptance of the Purchase Order and these General Conditions.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Purchase Order, unless the context otherwise requires:

Charges means the charges payable by the Customer to the Vendor in consideration for provision of the Services and/or supply of Goods as set out in this Purchase Order, and includes any expenses or disbursements payable by the Customer.

Confidential Information means information and documents concerning the Customer, including any information acquired in any manner by the Vendor by virtue of the Services rendered to and Goods delivered to the Customer, save and except for information already in public domain.

Customer Site means a location set out in the Purchase Order or any other locations as subsequently notified by the Customer in writing.

Customer Systems means the Customer's computer systems, including all hardware and software owned by, licensed to or leased by the Customer.

Delivery Date means the date, set out in the Purchase Order, for delivery of the Goods or in respect of the Services, the date for completion thereof.

Equipment means any equipment, machinery, tools, items or articles on which or in respect of which the Vendor provides the Services, whether owned by the Customer or not.

Goods means goods, equipment, machinery, articles and items to be supplied by the Vendor to the Customer under this Purchase Order, including hardware, software and licenses. Unless the context otherwise requires, reference to Goods shall also include reference to Spares.

GST means goods and services tax within the meaning of the Goods and Services Tax Act (Cap 117A) and related legislation at the rate and the manner prescribed by Law from time to time.

Incoterms 2010 means the pre-defined international contract terms published by the International Chamber of Commerce in 2010.

Insolvency Event means that any event where the Vendor (A) is, or is deemed for the purposes of any relevant Law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; (B) is the subject of any other insolvency proceedings, whether voluntary or involuntary, under the Laws of any country providing for bankruptcy, liquidation, reorganization, composition, extension, adjustment, agreement, administration, corporate rehabilitation or judicial management proceedings; (C) is the subject of any order or resolution for any such composition, assignment, arrangement, rehabilitation, administration, custodianship, liquidation, dissolution or insolvency proceedings, or becomes subject to or enters into any of the foregoing; (D) is the subject of any other actions to enforce any security interest over or any attachment, sequestration, distress or execution affecting all or any part of its assets; or (E) is the subject of any event or circumstance in any relevant jurisdiction which is analogous to the matters set out in (A) to (D) above.

Intellectual Property Rights means patents (including rights in, and/or to, inventions), trademarks, service marks, trade

names and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses, semi-conductor topography rights, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, arising or granted under the laws of any jurisdiction.

Law or Laws means all applicable statutes, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and other laws (regardless of its source), including judicial or administrative interpretation thereof and all regulations, standards, codes and guidelines, in force from time to time.

Minimum Service Levels means the set of service levels to which the Services must be provided as set out in the Purchase Order and any other service levels as notified by the Customer to the Vendor from time to time in writing, where applicable

OEM in respect of the Goods or Spares shall refer to their original manufacturer, or in respect of the Services, shall refer to the original manufacturer of the Equipment (where applicable).

Parties means the Customer and the Vendor and **Party** means either one of them.

PDPA means the Personal Data Protection Act 2012. The terms "**Process**" and "**Employee**" or any grammatical variation thereof shall have the same meaning as that set out in the PDPA.

Personal Data means any information relating to an identified or identifiable natural person, including all information to the extent that PDPA apply to that information and shall have the same meaning as set out in the PDPA.

Services means the services specified in this Purchase Order.

Service Level Credit means the amounts set out in the Purchase Order to be deducted from the Charges payable to the Vendor if the Vendor fails to meet the Minimum Service Level(s).

Subcontractor means a person providing elements of the Services and/or Goods in accordance with clause 7.

Taxes means all present and future income, turnover, sales, use, business, value added, licence, corporation, capital gains, franchise, export/income, registration, stamp, documentary and other taxes, levies, duties, imposts, fees, charges and withholdings of whatever nature together with interest and penalties, if any, and any payments made on them or in respect of them and Tax and Taxation shall be construed accordingly.

Vendor's Personnel mean the natural persons who provide the Services on behalf of the Vendor, who may be employees of the Vendor or supplied by a Subcontractor.

Work Product(s) means all output whether electronic, documentary, tangible or intangible created as a result of the Services required to be undertaken by the Vendor under this Purchase Order, including, all inventions, business methods, papers, documents, memos, letters, databases, drawings, source code, object code, data dictionaries, user manuals, data or other deliverables, or other printed, written or computer material created by the Vendor and the Vendor's Personnel in connection with the provision of the Services.

2.2 Interpretation

In this Purchase Order:

- (A) the singular includes the plural and vice versa.
- (B) "including", "such as" and similar expressions are not words of limitation.
- (C) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

- (D) headings are for ease of reference and do not affect the construction of this Purchase Order.

3. MUTUAL REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Parties represents, warrants and undertakes to each other that:

- (A) it has the corporate form set forth above and is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and, if relevant under such laws, in good standing;
- (B) it has requisite corporate power and authority to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Purchase Order and the transactions contemplated by it;
- (C) the obligations expressed to be assumed by it in this Purchase Order are legal, valid and binding obligations, enforceable in accordance with their terms; and
- (D) it has obtained all consents, permissions and licences necessary to enable it to perform its obligations hereunder.

4. PROVISION OF GOODS

4.1 Supply of Goods

- (A) Where Goods are supplied under this Purchase Order, the Vendor hereby agrees to supply the Goods and deliver them at the Customer Site in accordance with this Purchase Order in consideration of payment by the Customer.
- (B) The Vendor represents, warrants and undertakes that it (i) has the right to sell the Goods free of any encumbrance; (ii) is the OEM and, where it is not the OEM, authorised by the relevant OEM(s) to sell, distribute or otherwise deal with the Goods and Spares (where required). Where applicable, the Vendor shall maintain the necessary authorisations, certifications or approvals from the OEM(s) during the Term and shall produce the same upon request from the Customer; and (iii) has obtained and/or shall make available to the Customer all licenses, clearances, consents, registrations and authorizations necessary.
- (C) The Vendor shall ensure that the Goods correspond strictly with the representations, descriptions, advertisements, brochures, drawings, specifications and samples made or given by the Vendor and/or stipulated by the Customer and are in every respect fit for any purpose which the Customer has expressly or by implication made known that it required, are of merchantable quality, and are in compliance with any applicable national or international standards, applicable safety and technical requirements and regulations and other applicable legal requirements.
- (D) The Vendor shall, when delivering the Goods, immediately provide such operating and other instructions and information about the risk to life, health or safety arising out of the handling, storage and use of the Goods in English. Hazardous goods must be marked, labelled packed and transported in accordance with the relevant Laws.

4.2 Delivery of Goods

- (A) The Vendor shall deliver the Goods to the Customer Site on Delivered Duty Paid (Customer Site) basis, unless agreed otherwise between the Parties. Delivery to any carrier (which shall act as agent for the Vendor) shall not constitute delivery to the Customer. The Customer is not bound to accept delivery of any Goods in part or by instalments, or delivered before the Delivery Date. The Vendor shall inform the Customer of any delays in deliveries as soon as possible. For the avoidance of doubt, acceptance of such notification shall not be deemed a waiver by the Customer of its rights and remedies or an agreement by the Customer to extend the Delivery Date.
- (B) The Customer may, at any time, inspect the Goods. The Vendor shall remain fully responsible for the Goods and such inspection shall not relieve the Vendor of any of its obligations or prejudice the Customer's rights.

- (i) The Customer may, at its option and without prejudice to its other rights, reject any Goods delivered either in excess of or deficient in the quantity, defective or inferior in quality or other instructions as notified by the Customer.
- (ii) The Vendor shall (a) collect the rejected Goods at its own risk and expense, and (b) reimburse any payment already made to the Vendor or reimburse the Customer in full for the cost of repair and/or replacement carried out by the Customer or any third party at the Customer's direction.

- (C) All Goods must be adequately protected against deterioration, corrosion or otherwise during transport or storage. The Vendor shall bear all packing, storage and transport costs and expenses. The Vendor shall provide the Customer prior written notification of the delivery of Goods, including the Delivery Date. Where the supply of the Goods include installation of the Goods, the Vendor shall follow all instructions given by the Customer.
- (D) Title to and property in the Goods shall pass to the Customer on payment of the purchase price allocated to that specific good or ratably or on delivery of the Goods, whichever applicable first occurs. The Goods shall remain at the Vendor's risk (including the risk of deterioration in transit) until they have been safely delivered to the Customer. If the Customer rejects any Goods pursuant to its right to do so under this clause, the property and risk therein shall remain with or thereupon revert to the Vendor. The Vendor shall not have, hereby forgoes its right to any and shall ensure that no lien or encumbrance whatsoever is created upon any Goods, Spares or parts thereof

5. SUPPLY OF SERVICES

5.1 The Services

- (A) Where Services are supplied under this Purchase Order, the Vendor hereby agrees to supply the Services in accordance with this Purchase Order and according to the relevant Purchase Order in consideration of payment by the Customer.
- (B) The Vendor represents, warrants and undertakes that it: (i) is the OEM and, where it is not the OEM, authorised by the relevant OEM(s). Where applicable, the Vendor shall maintain the necessary authorisations, certifications or approvals from the OEM(s) during the Term and shall produce the same upon request from the Customer; and (ii) has obtained and/or shall make available to the Customer all licenses, clearances, consents, registrations and authorizations necessary.

5.2 The Vendor:

- (A) shall perform its obligations and shall ensure that the Vendor's Personnel perform their obligations in accordance with this Purchase Order and using the skill and care of a diligent and competent vendor in a professional and timely manner, with an adequate number of competent personnel with the necessary technical skills, qualifications, experience, certifications and training to perform and complete the Services in accordance with best standards and practices observed in the industry for similar services;
- (B) shall be responsible any claims in respect of any death, personal injury, damage or loss suffered by any of the Vendor's Personnel;
- (C) shall not have, hereby forgoes its right to any and shall ensure that no lien or encumbrance whatsoever is created upon any Equipment or part thereof; and
- (D) shall co-operate and shall ensure that the Vendor's Personnel co-operate with all personnel of the Customer and accept and comply with all directions and instructions from the persons in the Customer' organization to whom they are responsible.

5.3 Performance and Service Levels

- (A) The Vendor shall ensure that the Services meet or exceed the Minimum Service Levels at all times. Where applicable to the specific Services provided, the Vendor shall provide the Services during the coverage hours set out in the Purchase Order.

- (B) If the Vendor fails to meet the Minimum Service Level(s) (“**Performance Failure(s)**”), the Vendor shall credit to the Customer the applicable Service Level Credit(s) as set out in the Purchase Order.
 - (i) The Customer shall be entitled to set off the Service Level Credits from any Charges it owes the Vendor.
 - (ii) The imposition of the Service Credits shall not relieve the Vendor of its obligations under this Purchase Order. Parties acknowledge that all Service Credits shall be a genuine pre-estimate of loss suffered.

5.4 Vendor’s Personnel

- (A) The Vendor shall (i) be solely responsible for ensuring the Vendor’s Personnel’s full compliance with all terms and conditions of this Purchase Order; and (ii) ensure that the Vendor’s Personnel: (a) are suitably qualified and skilled for the performance of the Services; (b) have the relevant licence(s), certification(s) and/or permit(s) to perform the Services; and (c) shall be in possession of the necessary work permits, work pass exemptions and all other regulatory permits to work in Singapore.
- (B) The Vendor represents, warrants and undertakes to the Customer that (i) nothing in this Purchase Order shall be construed to create an employment or agency relationship between the Vendor’s Personnel and the Customer; and (ii) the Vendor’s Personnel shall have no authority to bind or represent the Company.

6. ON-SITE PROVISIONS

6.1 Vendor’s Personnel deployed at Customer Site(s)

- (A) The Vendor shall ensure that the Vendor’s Personnel observe all the Customer’s policies, rules and regulations in relation to discipline, health, security, safety and environment whilst providing the Services at the Customer Site(s). All the Vendor’s Personnel must attend training sessions provided by the Customer from time to time.
- (B) The Customer shall be entitled to request the replacement of any Vendor’s Personnel deployed at the Customer Site(s). The Vendor shall effect such replacement within seven (7) calendar days of such request and require that such Vendor’s Personnel immediately vacate the Customer Site(s). The Vendor shall give the Customer prior written notice of such departure so that security access rights may be removed and such Personnel return all security passes and equipment provided to them. The Vendor shall be liable for any use or misuse of the Customer’s security passes and access to the Customer Systems.

6.2 Security

The Vendor undertakes to the Customer that it:

- (A) shall not permit and ensure that the Vendor’s Personnel do not permit any unauthorised access to or cause any loss or damage to the Customer Systems, Intellectual Property, Work Products or Confidential Information; and
- (B) shall comply and shall ensure that the Vendor’s Personnel comply with the Customer’s security policies in place from time to time.

6.3 Customer Site Neatness and Tidiness

- (A) The Vendor shall, at its own expense, remove from the Customer Site and dispose rubbish, unwanted crates, shipping and transportation material.
- (B) The Vendor shall be responsible for ensuring that the provision of Services, including movements of plant equipment, vehicles, materials and the Vendor’s Personnel, and delivery of the Goods do not interfere with the operations of the Customer, its contractors and the relevant authorities and that the Customer Site and property are not damaged in anyway.

6.4 Departure from the Customer Site

Upon completion of the Services, the Vendor shall leave the Customer Site in a reasonably clean and tidy condition and shall, at its expense, remove from the Customer Site all tools, equipment and any surplus materials.

7. SUB-CONTRACTING

The Vendor shall not sub-contract all or any part of this Purchase Order except with the Customer’s prior written consent. No sub-contracting shall in any way relieve the Vendor from its obligations and the Vendor shall at all times remain liable for any Subcontractor’s performance hereunder and for making payment to the Subcontractor. The Vendor shall ensure that all sub-contracts shall incorporate the terms of this Purchase Order with the appropriate and necessary modifications, and ensure that the Subcontractors shall at all times comply with the terms hereunder.

8. WARRANTY AND AFTER-SALES SUPPORT

8.1 Performance Warranty

- (A) If any defect or imperfection in the Goods or Equipment (where applicable) appears within eighteen (18) calendar months from the date of installation or incorporation of the Goods or twenty four (24) calendar months from the Delivery Date or date of supply or performance of the Services, whichever is the later (“**Warranty Period**”), the Vendor shall forthwith remedy such defects or imperfections either by repair or by replacement free of charge. The Vendor shall be responsible for all costs and expenses in relation to such repair or replacement, including freight costs. The Warranty Period shall be extended by any period(s) equal to the period(s) during which the Goods or Equipment have been out of operation or their putting into operation has been delayed as a result of a defect or imperfection.
- (B) If the Vendor fails to make good, repair or replace the defect or imperfection with dispatch upon notification from the Customer, the repairs may be effected or the replacements may be made by the Customer, or by a third party on the Customer’s behalf, without notice to the Vendor. Any costs incurred by the Customer shall be recoverable from the Vendor. Such repairs and replacements shall be deemed to be effected by the Vendor and the Vendor shall not be relieved of its obligations and liabilities under this Purchase Order.

8.2 After-Sales Service Support

- (A) The Vendor shall institute an after-sales service support regime for the duration of the Warranty Period to provide the necessary technical and infrastructure support services for the Equipment or Goods supplied.
- (B) The after-sales service support regime shall be subject to the Minimum Service Levels and Service Level Credits set out herewith.

8.3 Supply of Spares

- (A) The Vendor shall supply the Customer all replacements, spares or items required in respect of the Equipment and Goods (“**Spares**”) at a preferential price to be agreed between Parties. For the avoidance of doubt, this clause does not impose an obligation to purchase any such Spares from the Vendor.
- (B) The Vendor shall use and warrants that the Spares used are: (i) original and authorized Spares, fit for use and for the stated purposes by the OEM; and (ii) are obtained from the OEM, its authorised distributor, dealer or representative. The Vendor shall, to the extent possible, assign, or otherwise avail the Customer the benefit of any warranty or service support extended to the Vendor by the OEM.
- (C) The Vendor shall procure that a suitable pool of Spares are maintained in respect of the Equipment.

9. COMPLIANCE WITH LAWS

9.1 Compliance with Laws

The Vendor shall at all times: (A) obtain, maintain and comply with all Laws applicable (including any government approvals that may be required) in connection with this Purchase Order; (B) notify the Customer of any restrictions or provisos in connection with the Customer’s obligations under this Purchase Order that exist in respect of any regulatory approvals granted or under any Law; and (C) provide the Customer with any information reasonably requested by the Customer and any information which it knows or should know that the Customer

shall or may need in order to comply with or manage its obligations under any Laws.

9.2 Export Control

- (A) The Parties acknowledges that any information, goods or services provided or received under this Purchase Order may be subject to export control Laws in one or more jurisdictions including the Strategic Goods (Control) Act (Cap 300).
- (B) The Vendor agrees that it shall comply, at its own costs, with all applicable requirements under such export control Laws, including obtaining and complying with all necessary export or import authorisations and/or licences. The Vendor shall not export or re-export any material and technology in contravention of any applicable export control Laws.
- (C) The Customer shall not be liable for any direct, indirect, special or consequential loss or damage caused by, or arising out of, any refusal to grant or decision to revoke any export or import authorisation and/or licence by relevant authorities.
- (D) The Vendor shall provide the Customer with reasonable assistance in obtaining and complying with any such authorisations and/or licences that may be required.

9.3 Anti – Bribery, Corruption and Tax Evasion

- (A) The Vendor makes the following representations and warranties to the Customer:
 - (i) that this Purchase Order, the relationship created hereby and its activities hereunder and including any services rendered on its behalf by any third party, do not and shall not violate Laws of those countries in which it operates, including but not limited to all anti-corruption and anti-bribery Laws (“**ABC Legislation**”), or put the Customer in violation of any such Laws; and
 - (ii) that its directors, officers, temporarily contracted personnel, employees, contractors, subcontractors and agents and any other person acting on its behalf (“**Representatives**”) have not, in respect of the subject matter of this Purchase Order authorised, offered, promised, paid or otherwise given anything of value or any financial or other advantage to or for the use or benefit of: (a) any Government Official; (b) any director, officer, employee, agent or representative of any commercial organisation or private individual; or (c) any other person, entity or third party intermediary while knowing or having reason to know that all or any portion of such payment, thing of value or advantage would be offered, promised, paid or given to any of the persons described in sub-clauses (a) and (b) above, for the purpose of improperly influencing any act, inaction or decision by such person in order to obtain or retain business, direct business to any person or secure any other advantage or otherwise engaged in any other conduct that would constitute an offence under the ABC Legislation;
 - (iii) that it and its Representatives have not acted, or will act, in a manner that is or would be an offence under ABC Legislation; or
 - (iv) that it and its Representatives have not requested or encouraged, or will not request or encourage, any director, officer, employee, agent or other associated person of the Customer’s group to: (a) undertake any action or activity; or (b) refrain from any action or activity; where doing so is or was intended to directly or indirectly facilitate any offence of tax evasion.
- (B) The Vendor shall procure compliance with the provisions of this clause by anyone acting on its behalf, including its Representatives, in relation to this Purchase Order.
- (C) The Customer shall have the right to terminate this Purchase Order with immediate effect if the Vendor breaches this clause.

9.4 Personal Data

- (A) In performing its obligations under this Purchase Order, the Vendor shall comply with the PDPA.

- (B) The Vendor confirms that each of the Vendor’s Personnel has consented to the Customer, its officers and employees collecting, using and disclosing his personal data for legal, administrative and management purposes.

9.5 Competition Laws

The Vendor represents and warrants that it is in compliance with all competition Laws applicable to this Purchase Order including the Competition Act (Cap. 50B).

9.6 Compliance Audits

- (A) The Vendor shall, for a period of seven (7) years from creation, keep or cause to be kept full and accurate records pertaining to the delivery of the Services. The Vendor shall establish procedures that are reasonably designed to safeguard such records against loss, alteration, manipulation, unauthorised access or improper deletion.
- (B) Without prejudice to its other obligations under this Purchase Order, the Vendor shall permit the Customer or its authorised representative or any representative of any relevant regulatory body to have access to the premises of the Vendor and any other premises under the control of the Vendor or any Subcontractor at reasonable times.

10. CHARGES AND TERMS OF PAYMENT

10.1 Charges

- (A) In consideration for Goods supplied and/or the Services provided by the Vendor and the Vendor fulfilling its other obligations under this Purchase Order, the Customer shall pay to the Vendor the amounts set forth in the relevant Purchase Order and on the terms stated therein. Unless provided otherwise in this Purchase Order, any and all costs incurred in the storage, transportation, boxing, crating and/or other packaging of the Goods concerned shall be borne solely by the Vendor.
- (B) The Vendor shall, at no additional charge, participate in such pricing and performance benchmarking studies as the Customer reasonably notifies to the Vendor in writing, no more than twice annually.

10.2 Taxes

Any charges or other amounts payable by the Customer pursuant to this Purchase Order are inclusive of all Taxes. Notwithstanding anything else herein to the contrary, the Customer may withhold (or cause to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Purchase Order such Taxes as may be required to be withheld pursuant to any applicable law under any jurisdiction. In the case of a deduction or withholding required by law, the payment to the third party by the Customer shall operate to discharge the Customer’s obligation to make payment to Service Provider under the terms of this Purchase Order of the amount deducted or withheld.

10.3 Terms of Payment

- (A) In consideration for the Services provided and/or Goods delivered by the Vendor and the Vendor fulfilling its other obligations under this Purchase Order, the Customer shall pay to the Vendor the amounts set forth in this Purchase Order and on the terms stated therein.

Unless otherwise stated in this Purchase Order,

- (B) The Vendor shall issue to the Customer invoice(s) within twenty one (21) calendar days after the delivery of the Goods and/or performance of the Services. The Customer shall not be liable to make payment of the invoice(s) issued thereafter.
- (C) The Customer shall pay for the Goods delivered and/or the Services performed within (i) forty-five (45) calendar days after the receipt of the Vendor’s invoice; or (ii) where inspection and/or examination is required by the Customer, within thirty (30) calendar days after acceptance of the Goods and/or Services by Customer.

- 10.4 Where any payment is made before supply, to the Customer, of the Goods, Work Product and Services, Parties agree that such payments are to be regarded as part-payments and not deposits of the agreed total Charges, and title in any materials procured for or manufactured by the Vendor for the purposes of

this Purchase Order shall pass to the Customer with effect from the date of such payments.

- 10.5 The Vendor's invoice shall be a correct and properly due invoice which shall state: (i) the title, contract number of this Purchase Order; (ii) a short description of the relevant Goods and/or Services; (iii) the period to which the invoice relates; (iv) the Vendor's bank account for payment; and (v) the Charges and applicable GST
- 10.6 Without prejudice to its rights and remedies under this Purchase Order or at law, the Customer shall be entitled to dispute or query any item set out in any invoice and to withhold any sums due to the Customer. The Vendor shall continue to perform its obligations under this Purchase Order.
- 10.7 The Parties shall use their best endeavours to agree the amount of any disputed or queried item, but failing agreement the matter may be resolved in accordance with clause 17.4.
- 10.8 Set-off

Whenever any sum of money is recoverable from or payable by the Vendor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Vendor.

- 10.9 When requested, the Vendor shall promptly supply soft copies of signed Delivery Note and invoices to Customer.

11. LIABILITY AND INSURANCE

11.1 Indemnity

Notwithstanding anything else contained in this Purchase Order, the Vendor shall indemnify and hold the Customer harmless from and against any and all losses, liabilities, claims, disputes, judgments, settlements, costs and expenses of any nature whatsoever (including fees and disbursements of lawyers, accountants and other professional advisors) at any time howsoever arising.

11.2 Loss of Data

In the event that the Customer System or data is corrupted or lost as a result of any action by the Vendor or the Vendor's Personnel, the Customer may, in addition to the other remedies that may be available to it, require the Vendor at the Vendor's expense to restore or procure the restoration of the Customer System or data by whatever means necessary to ensure its integrity.

11.3 Insurance

- (A) The Vendor shall procure and maintain at its own expense for the Term such type and level of insurance as is reasonable or prudent in the circumstances, including:
- (i) general liability insurance for its legal liability due to bodily injury, including death, and damage to property, including coverage for work injury compensation insurance for the Vendor's Personnel, and employer's liability;
 - (ii) public liability insurance including coverage for (a) property in care custody and control; (b) property worked upon; and (c) products completed operations liability;
 - (iii) erection all risks insurance (where applicable);
 - (iv) transit and marine cargo insurance (where applicable);
 - (v) professional indemnity insurance or errors & omissions coverage protecting the Vendor's Personnel against their legal liability for loss or damages arising out of the rendering or failing to render the Services (where applicable); and
 - (vi) any other insurance applicable to the provision of the Services and Supply of the Goods.
- (B) The aforesaid policies shall name the Customer as an additional insured and loss payee, contain a waiver of subrogation against the Customer and its insurers and a cross liability clause.
- (C) The Vendor agrees to produce to the Customer, at any time, on written request, copies of current certificates pertaining to the aforesaid insurance.

12. REMEDIES

12.1 Remedies for non-conforming Services or Goods

In the event that the Vendor fails to perform any or all of the Services or deliver Goods in accordance with the specifications, quality or stipulations set out in this Purchase Order, the Customer may elect, in addition to any other remedies that may be available to it either under this Purchase Order or otherwise, one or more of the following remedies:

- (A) the Customer may require the Vendor, at the Vendor's own expense, to promptly remedy any default or re-perform any non-conforming Services and/or replace or repair any defective or deficient Goods;
- (B) the Customer may withhold from payment to the Vendor or recover as a sum of money due to the Vendor the Charges or any portion thereof that are allocable to the default or non-conforming Services or Goods; or
- (C) the Customer may either remedy any default, re-perform any non-conforming Services or replace or repair the Goods itself or have them remedied or replaced by a third party on its behalf, and in either case the Vendor shall pay all costs so incurred by the Customer.

12.2 Liquidated Damages

- (A) Timely supply of the Services and Goods is of the essence in this Purchase Order. Delivery of the Goods and/or performance of the Services shall not be deemed completed until the Goods have been received, inspected and/or examined and accepted by the Customer and the Services or Equipment have been performed, inspected and accepted by the Customer. Delivery of the Goods and/or performance of the Services shall be made by the Delivery Date(s). Without prejudice to the Customer's other rights under this Purchase Order and the terms and conditions set out hereto, in the event the Vendor fails to deliver the Goods and/or perform the Services by the Delivery Date(s), the Vendor shall be liable to pay the Customer liquidated damages at half percent (0.5%) of the applicable Charges for each calendar day or part thereof from the day following the Delivery Date(s) until the date of actual delivery of the Goods and/or full performance of the specific Service task up to a maximum of ten percent (10%) of the Charges payable for the Services and/or Goods supplied ("**Liquidated Damages**").
- (B) The Customer may, without prejudice to any other method of recovery, deduct the amount of such Liquidated Damages from any monies due or to become due to the Vendor. The payment or deduction of such Liquidated Damages shall not release the Vendor from his obligations under this Purchase Order.
- (C) All amounts of Liquidated Damages for which the Vendor may become liable are agreed as a genuine pre-estimate of the losses, which may be sustained by the Customer in the event that the Vendor fails to perform its obligations under this Purchase Order and not a penalty. If this provision on Liquidated Damages is declared invalid, Customer can recover general damages for losses or damages incurred under the applicable Laws.

13. SUSPENSION

13.1 Without prejudice to its rights under clause 14, the Customer may, at any time and without liability, suspend this Purchase Order by giving the Vendor seven (7) calendar days' notice in writing of such suspension, at which time:

- (A) the Vendor shall suspend the performance of Service and/or delivery of any Goods under this Purchase Order; and
- (B) the Customer shall not be required to make payment of any Charges in respect of the aforesaid performance or delivery.

13.2 The Customer may require the Vendor to resume the performance of the Services and/or delivery of Goods under the suspended Purchase Order, by giving the Vendor three (3) calendar days' notice in writing of the lifting of such suspension.

14. TERMINATION

14.1 Termination for Convenience

Without prejudice to the Customer's rights, the Customer may at any time, by giving the Vendor one (1) calendar months' written notice, terminate this Purchase Order (in whole or in

part) without liability, penalty or further obligation to the Customer. Upon receipt of the termination notice, the Vendor shall immediately cease of the manufacture, production and procurement of the Goods to ensure that no further costs are incurred.

14.2 Termination for Cause

The Customer shall be entitled by written notice to the Vendor to terminate this Purchase Order (in whole or in part) with immediate effect without liability to the Customer if:

- (A) the Vendor breaches any of the undertakings, representations, warranties or any terms and conditions of this Purchase Order and that breach is not remedied within fourteen (14) calendar days of written notification by the Customer (or any other period as set out by the Customer in the aforesaid written notice);
- (B) the Vendor commits a material breach;
- (C) the Vendor is subject to an Insolvency Event;
- (D) an encumbrance takes possession of any of the properties or assets of the Vendor;
- (E) the Vendor ceases, or threatens to cease, to carry on business;
- (F) the Vendor is subject to a change of Control;
- (G) if the Vendor's ability to carry out its obligations under this Purchase Order is prevented or substantially interfered with by any regulation, law, decree or any act of state or other governmental action or the Vendor is refused or has revoked any official or regulatory license, authorization or permission necessary for the performance of its obligations hereunder; or
- (H) the Customer reasonably apprehends that any of the events mentioned in sub-clauses (A) to (G) inclusive is about to occur in relation to the Vendor and notifies the Vendor accordingly.

14.3 Consequences of Termination

- (A) Following termination of this Purchase Order for any reason, the Vendor shall immediately:
 - (i) provide at the Vendor's expense unless otherwise agreed by the Parties such assistance as is reasonably necessary to the Customer for an orderly assumption of the Services by a third party or the Customer;
 - (ii) deliver to the Customer at the Vendor's expense or return to the Customer all materials and copies thereof relating to the Confidential Information together with a certificate of confirmation from a senior authorised representative of the Vendor that it has complied with all of its obligations under this Purchase Order; and
 - (iii) deliver to the Customer all copies of the Work Products that the Vendor has developed up to the termination date and destroy any residual copies on its systems.
- (B) Following termination of this Purchase Order for any reason,
 - (i) the Customer shall be entitled to reject any or all Work Products, Spares and/or Goods where such Work Products, Spares and/or Goods have not been accepted in accordance with the terms of this Purchase Order prior to the date of termination; and/or
 - (ii) the Vendor shall give a full refund of all monies paid (including deposits, advance or down payments) for by the Customer.
- (C) Termination of this Purchase Order does not affect:
 - (i) a Party's accrued rights and obligations at the date of termination; or
 - (ii) the survival of clauses 3 (Representations, Warranties and Undertakings), 9 (Compliance with Laws), 10.4 – 10.9 (Charges and Terms of Payment), 11 (Liability and Insurance), 12 (Remedies), 13 (Suspension), 15 (Intellectual Property), 16 (Confidential information), and 17 (General) and any other provision of this Purchase Order which is expressly or by implication intended to survive termination.

15. INTELLECTUAL PROPERTY

15.1 Ownership of Intellectual Property Rights

Any right, title or interest in Intellectual Property Rights created or developed, acquired or obtained in the course of providing the Services shall belong to the Customer. The Vendor shall disclose and transfer to the Customer all inventions arising out of or in connection with the Vendor's Services. Any specification, plans, drawings, patterns or designs supplied by the Customer to the Vendor shall remain the property of the Customer.

15.2 Warranty by the Vendor in respect of Intellectual Property Rights

Service Provider undertakes, warrants and represents that (a) it owns or has the right to use under valid and enforceable agreements, all intellectual property rights necessary for and related to the performance of the Purchase Order and (b) the performance by Service Provider of its obligations does not infringe the intellectual property rights of any other party or misappropriate or constitute a misuse of any trade secret or other confidential or proprietary information owned by any other party. Without prejudice to the Customer's rights and remedies, if the use, operation or resale of the Goods, Spares and/or Services supplied or otherwise provided under the Purchase Order is enjoined, the Vendor shall at its sole costs and risks, undertake the necessary remedial action at the Customer's option and direction.

16. CONFIDENTIAL INFORMATION

16.1 The Confidential Information shall remain the property of the Customer and shall not be used by the Vendor except for the purposes of this Purchase Order.

16.2 The Vendor shall and shall ensure that its Personnel (i) keep the terms of this Purchase Order confidential, (ii) apply thereto the highest security measures and degree of care in handling the Confidential Information, (iii) immediately, upon request, return all of the Confidential Information to the Customer or destroy it if so directed, and (iv) will not, without the Customer's written consent, (a) (directly or indirectly) use or disclose any Confidential Information to any person and (b) remove from the Customer's premises, record, make or reproduce copies of the Confidential Information.

16.3 The Vendor shall be solely responsible for ensuring that the Vendor's Personnel allocated for the Services under this Purchase Order adhere to the aforesaid obligations and execute an undertaking of confidentiality in a form acceptable to the Customer.

16.4 The Vendor acknowledges and agrees that a breach of this clause may cause the Customer to suffer loss, damage and expense for which damages may not be adequate compensation and may be difficult to ascertain and that the Customer may immediately seek to restrain any actual or threatened breach of this Purchase Order by injunction or any similar remedy.

16.5 The Vendor shall not, without the prior written consent of the Customer in every instance, advertise or publicly announce it is providing, or has provided, products or services to the Customer, or otherwise use any name, logo, trade name, trademark, service mark of the Customer, or other information which identifies the Customer in any of the Vendor's marketing and publicity activities.

17. GENERAL

17.1 Entire Agreement

(A) The Parties expressly acknowledge that they have read this Purchase Order and understood its provisions.

(B) The Parties agree that this Purchase Order, the General Conditions constitute the entire agreement between them with respect to the subject matter of the Purchase Order and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Purchase Order in respect of the matters dealt with in it. The Vendor's standard terms and

conditions and quotation shall be excluded and have no effect whatsoever unless the Customer agrees in writing.

- (C) Conditions or exceptions submitted or referred to by the Vendor when submitting tender or quotation shall not form part of this Purchase Order unless agreed to between the Parties.

17.2 Variation and Change Control

The provisions of this Purchase Order may not be varied, except by an agreement in writing signed by the Parties.

17.3 SABRe

Where applicable, all Goods and packaging of Goods supplied by Vendor have to meet the RR9000 Supplier Advanced Business Relationship Manual, including any amendments thereto, as issued from time to time by Rolls-Royce Plc, now in its second edition.

17.4 Governing Law, Jurisdiction and Dispute Resolution

- (A) This Purchase Order shall be governed and construed in accordance with the laws of Singapore excluding its conflict of laws principles and the application of the United Nations Convention for the International Sale of Goods.
- (B) The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Purchase Order (including a dispute regarding the existence, validity or termination of this Purchase Order (a "Dispute").
- (C) Where applicable, the Vendor irrevocably appoints the entity set out in the Purchase Order as its process agent in Singapore under the Purchase Order for service of process in any legal proceedings or other proceedings (in any jurisdiction) under this clause. If any person appointed as process agent is unable for any reason to act as agent for the service of process, the Vendor will immediately appoint another agent within Singapore on terms acceptable to the Customer. Failing this, the Customer may appoint another agent for this purpose. The Vendor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This clause does not affect any other methods of service allowed by Law.

17.5 Severability

If any provision of this Purchase Order or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Purchase Order.

17.6 No adverse construction

These General Conditions are not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

17.7 Assignment

- (A) This Purchase Order shall not be assigned by the Vendor without the prior written consent of the Customer.
- (B) This Purchase Order shall be binding upon any successors in interest or title of the Parties.

17.8 Remedies Cumulative

- (A) No failure to exercise, nor any delay in exercising, on the part of this Purchase Order, any right or remedy under this Purchase Order shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.
- (B) Except as otherwise expressly provided by this Purchase Order, all remedies available to the Customer for breach of this Purchase Order are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17.9 Third Party Rights

- (A) Unless expressly provided to the contrary in this Purchase Order, a person who is not a Party has no right

under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce or to enjoy the benefit of any term of this Purchase Order.

- (B) Notwithstanding any term of this Purchase Order the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Purchase Order.

17.10 Relationship of the Parties

- (A) The Vendor shall be an independent contractor. The relationship between the Customer and the Vendor shall not be construed as an employment relationship, and shall not constitute a partnership, joint venture, or agency of any kind, nor shall the relationship be construed as any type of legal relationship under which the actions or inactions of either party could result in any liability for the other party.
- (B) Nothing herein shall be deemed to confer upon the Vendor any authority, express or implied, to bind the Customer or to represent to any third party that the Vendor is acting either as a representative of, or in any capacity for, the Customer.

17.11 Notices

- (A) Any notice or other communication in connection with this Purchase Order shall be in English in writing and, unless otherwise stated, shall be given in person by certified post. Unless otherwise notified in writing, the contact details for all communications in connection with this Purchase Order are:

(i) Customer	Address:	11 Calshot Road, Singapore 509932
	Addressee:	Vice President, Customer Business and Procurement
(ii) Vendor	Address:	[as set out in the Purchase Order]
	Addressee:	[as set out in the Purchase Order]

- (B) Any notice given in connection with this Purchase Order shall only be effective: (i) if delivered in person, when delivered; (ii) if sent by pre-paid certified post or recorded delivery, three (3) calendar days after posting; or (iii) if sent by commercial courier service, on the date and at the time that the courier's delivery receipt is signed. A formal notice shall not be valid if given via email. The Parties agree that general day to day communications which do not require formal notice, may be made by email.