

**SINGAPORE AERO ENGINE SERVICES PRIVATE LIMITED**  
**GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND 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. The Parties agree that the General Conditions shall apply to the exclusion of any other terms and conditions contained or referenced in any acknowledgement or any other form of acceptance by the Vendor (whether written or not), any standard form, tender, quotation, proposal or any other document issued by the Vendor to the Customer, unless such terms and conditions are expressly stated in the Purchase Order to apply.
- 1.2 The Vendor's supply of the Goods and/or performance of the Services shall be deemed as acceptance of the Contract.

**2. DEFINITIONS AND INTERPRETATION**

2.1 Definitions

In the Contract, unless the context otherwise requires:

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

**Confidential Information** means information, data and documents concerning the Customer and/or the Customer Affiliates, including any information, data and documents acquired in any manner by the Vendor by virtue of the Contract, save and except for that already in public domain.

**Contract** means the Purchase Order, these General Conditions, and any other document which Parties agree to apply to the supply of the Goods and/or Services.

**Control** or its grammatical variation thereof means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise, and includes direct or indirect control.

**Customer Affiliate** means any entity that (A) Controls the Customer; (B) is Controlled by the Customer; or (C) is Controlled by an entity that also Controls the Customer.

**Customer Site** means a location set out in the Purchase Order or any other locations as 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 and in respect of a specific task, which is to be performed by the Vendor as part of the Services, the date by which performance of the relevant task is to be completed..

**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, including any software embedded or pre-loaded in the same, as specified in the Purchase Order. 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 1993 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, 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 attachment, sequestration, distress or execution affecting or any other actions to enforce any security interest over 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 drawings, 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.

**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.

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

**PDPA** means the Personal Data Protection Act 2012. The term "**process**" 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.

**Purchase Order** means a purchase order issued by the Customer that incorporates these General Conditions by reference.

**Services** means the services to be provided by the Vendor to the Customer as specified in the 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 an entity or a person providing elements of the Goods and/or Services 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.

**Technology** means information (including information comprised in such documents as specifications, blueprints, plans, manuals, models, diagrams, formulae, tables and designs) that is necessary for the development, production and/or use of any Goods, Services and/or Work Product.

**Vendor** means the entity supplying Goods and/or Services or otherwise performing work pursuant to a Purchase Order.

**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 (where applicable).

**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, 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 the Contract:

- (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 the Contract.

## 3. MUTUAL REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Parties represent, warrant and undertake 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, the Contract and the transactions contemplated by it;
- (C) the obligations expressed to be assumed by it in the Contract 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 the Contract, the Vendor hereby agrees to supply the Goods 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, it is 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) and shall produce the same upon request from the Customer; and (iii) it has obtained and/or shall make available to the Customer all licenses, clearances, consents, registrations and authorizations necessary.
- (C) The Vendor warrants that the Goods shall 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, are free from defects in material, workmanship and design, 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, in English, 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. 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 Incoterms 2010 (Customer Site) basis, unless otherwise agreed 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.
- (B) The Customer may, at any time on or after delivery, 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. The Customer may, at its option and without prejudice to its other rights, reject any Goods delivered either in excess of or deficient in quantity, or defective or inferior in quality or other instructions as notified by the Customer. The Vendor shall (a) collect the rejected Goods at the Vendor's 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 costs and expenses in respect of packing, storage and transport. 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 invoice or on delivery of the Goods, whichever 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 or returns any Goods, the 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 or parts thereof.

## 5. SUPPLY OF SERVICES

### 5.1 The Services

- (A) Where Services are supplied under the Contract, the Vendor hereby agrees to supply the Services in accordance with the Contract 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, it is authorised by the relevant OEM(s). Where applicable, the Vendor shall maintain the necessary authorisations, certifications or approvals from the OEM(s) and shall produce the same upon request from the Customer; and (ii) it has obtained and/or shall make available to the Customer all licenses, clearances, consents, registrations and authorizations necessary.

### 5.2 The Vendor:

- (A) warrants that the Vendor and the Vendor's Personnel shall perform the Services and their obligations in accordance with the Contract, using the skill and care of a diligent and competent vendor in a professional and timely manner, free from faulty workmanship, with an adequate number of competent personnel who have 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 perform its obligations and shall ensure that the Vendor's Personnel perform their obligations hereunder in a safe manner which complies with all applicable health, safety and environmental legislation and regulations (including the Customer's policies regarding health and safety, environmental management and security in force from time to time);
- (C) shall be responsible for any claims in respect of any death, personal injury, damage or loss suffered by any of the Vendor's Personnel;
- (D) shall be responsible for all acts or omissions of the Vendor's Personnel and shall indemnify and hold harmless the Customer from all claims, damages, losses, costs and expenses arising out of the same;
- (E) shall not have, hereby forgoes its right to any and shall ensure that no lien or encumbrance whatsoever is created upon any Goods or Equipment or part thereof;
- (F) 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's organization to whom they are responsible; and
- (G) shall comply and ensure that the Vendor's Personnel comply with: (i) all relevant local compliance, confidentiality, design guidelines, safety, security and other relevant rules and policies in force from time to time which may apply and are made known to the Vendor and/or each of the Vendor's Personnel; and (ii) all applicable technical, safety or other standards applicable to the Customer and/or the Vendor in the supply of the Goods and/or performance of the Services.

### 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), the Vendor shall credit to the Customer the applicable Service Level Credit(s) as set out in the Purchase Order. The Customer shall be entitled to set off the Service Level Credits from any Charges it owes the Vendor. The imposition of the Service Level Credits shall not relieve the Vendor of its obligations under the Contract. Both Parties acknowledge that all Service Level 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 the Contract; 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 the Contract 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 Customer.

## 6. ON-SITE PROVISIONS

### 6.1 Vendor's Personnel deployed at Customer Site(s)

- (A) The Vendor shall ensure that all Vendor's Personnel, if deployed to the Customer Site(s) or on the Customer Site(s), observe all the Customer's and where applicable, the Customer's lessor's policies, rules, regulations, by-laws, procedures and measures (including changes to the same) in relation to discipline, health, security, safety, conduct, management and environment whilst providing the Services at the Customer Site(s) in accordance with the Contract. All the Vendor's Personnel must attend training sessions which may be provided by the Customer from time to time.
- (B) The Customer shall be entitled to request the replacement of any of the 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 any Vendor's Personnel who shall no longer be providing Services so that security access rights may be removed and such Vendor's Personnel return all security passes and equipment provided to them by the Customer. The Vendor shall be liable for any use or misuse of the Customer's security passes and access to the Customer Systems by the Vendor's Personnel.
- (C) The Vendor shall comply with all applicable employment and labour Laws in respect of the Vendor's Personnel, including the Immigration Act 1959 and the Employment of Foreign Manpower Act 1990. The Vendor shall indemnify and hold harmless the Customer against any adverse findings, fines or penalties imposed on the Customer under Law as a direct result of the Vendor's failure to comply with applicable employment and labour Laws.

## 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, the Customer's pre-existing intellectual property, any Work Products (where such Work Products are owned by the Customer in accordance with the Contract) 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

- (A) The Vendor shall, at its own expense, remove from the Customer Site and properly dispose of any waste, effluent, discharge, rubbish, unwanted crates, shipping and transportation material used by or resulting from the Vendor, and prevent the deterioration or contamination of the Customer Site.
- (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 do not interfere with the operations of the Customer, its contractors and the relevant authorities and that the Customer Site is not damaged in anyway.
- (C) The Vendor shall be responsible for all loss, injury and damage whatever to any person (including loss of life) and any moveable or immovable property on the Customer Site, arising out of or in connection with the acts or omissions of the Vendor.

## 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 the Contract 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 the Contract 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 appears within eighteen (18) months from the date of installation or incorporation of the Goods or Equipment or twenty four (24) 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 according to industry practice. The Warranty Period shall be extended by any period(s) equal to the period(s) during which the Goods have been out of operation or their putting into operation has been delayed as a result of a defect or imperfection.
- (B) Without prejudice to any other rights or remedies which the Customer may be entitled to in law, in equity and/or under the provisions of this Contract, if the Vendor fails to make good, repair or replace the defect or imperfection with dispatch, the repair 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 in carrying out any such repair or replacement shall be recoverable from the Vendor. Such repairs and replacements effected shall be deemed to be effected and made by the Vendor and the Vendor shall not be relieved or discharged of its obligations and liabilities under the Contract.

### 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 Goods and Services 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 Goods ("Spares") at a preferential price to be agreed between the Parties. For the avoidance of doubt, this clause does not impose an obligation to purchase 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 Goods.
- (D) Where required by the Customer, the Vendor shall maintain a management system to keep track of the quantity and shelf-life of the Spares and to alert the Customer where the Spares fall below the critical maintenance levels.

### 8.4 Obsolescence of Goods and Spares

- (A) In the event the Vendor intends to render obsolete or decommission any Goods and/or Spares supplied or to be supplied to the Customer under the Contract or otherwise, the Vendor shall: (i) immediately inform the Customer in writing of such intention; and (ii) ensure that there shall be a ready pool of Goods and/or Spares for purchase by the Customer.
- (B) The Customer shall be entitled, but not obliged, to purchase from the Vendor such Goods and/or Spares under clause 8.4(A)(ii).

## 9. COMPLIANCE WITH LAWS

### 9.1 Compliance with Laws

The Vendor shall at all times: (A) comply with all Laws applicable (including obtaining and maintaining any government approvals, licences and/or permits that may be required) in connection with the Contract; (B) notify the Customer of any restrictions or provisos under the Contract 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 Vendor confirms that all Goods, Services, Work Products and Technology provided under the Contract are not subject to export control Laws of the United States nor the export control Laws in the jurisdiction which the Vendor is subject to. Where any Goods, Services, Work Products and/or Technology provided under the Contract are subject to the aforementioned export control Laws, or any other relevant export control Laws, the Vendor shall immediately notify the Customer in writing and provide the Customer with all applicable export classifications, authorisations, permits and/or licenses.
- (B) The Vendor agrees that it shall, and shall procure that the Vendor's Personnel, at its or their own cost and expense: (i) comply with all applicable requirements under all applicable export control Laws, in particular the United States, including but not limited to obtaining and complying with all necessary export or import authorisations, permits and/or licenses and not exporting or re-exporting any material and/or Technology in contravention of any applicable export control Laws; (ii) comply with the Customer's export control policies and requirements in place from time to time; (iii) expeditiously co-operate with the Customer and comply with the Customer's directions in all matters arising out of or in connection with the Customer's export control policies and requirements, including but not limited to (a) providing and signing of all documents, records, end-user undertakings and technical specifications, (b) applying for any export authorisations, permits and/or licenses, which may be required by the Customer, and (c) providing the Customer with reasonable assistance in relation to any export or import classifications, authorisations, permits, licenses and/or information that may be required.
- (C) The Vendor shall indemnify and hold the Customer harmless from and against any and all losses, damages, liabilities, claims, disputes, judgments, settlements, costs and expenses of any nature whatsoever howsoever arising at any time arising out of or in connection with any breach of this clause 9.2 and/or breach of any export control Laws by the Vendor. The Customer shall not be liable for any losses, damages, liabilities, claims, disputes, judgments, settlements, costs and expenses arising out of any refusal to grant or decision to revoke any export or import authorisations, permits and/or licenses by the relevant authorities.

## 9.3 Anti-Bribery, Corruption and Tax Evasion

The Vendor makes the following representations and warranties to the Customer:

- (A) that the Contract, the relationship created hereby and its activities hereunder and including any services rendered on its behalf by any third party, do not and will not violate Laws, including but not limited to any anti-bribery or anti-corruption Laws of the jurisdiction in which it operates, and of the United Kingdom, United States and the United Nations ("**ABC Legislation**"), or put the Customer in violation of any such Laws;
- (B) 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 the Contract:
  - (i) authorised, offered, promised, paid or otherwise given anything of value or any financial or other advantage to or for the use or benefit of (1) any government official or (2) any director, officer, employee, agent or representative of any commercial organisation or private individual; or
  - (ii) 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 persons stated in (1) and (2) 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;
  - (iii) requested or encouraged, or will not request or encourage, any director, officer, employee, or agent of the Customer to: (1) undertake any action or activity; or (2) refrain from any action or activity; where doing so is or was intended to directly or indirectly facilitate any offence of tax evasion;
- (C) that its Representatives have not, in respect of the subject matter of the Contract engaged in any other conduct which would constitute an offence under the ABC Legislation; and
- (D) that neither it nor anyone acting on its behalf, including any of its current or former directors, officers or employees, whether directly or indirectly, in connection with the subject matter of the Contract, will carry out any of the acts described in this clause.

The Vendor shall procure compliance with the provisions of this clause by its Representatives in relation to the Contract. If the Vendor is in breach of any of these representations and warranties, the Customer shall have the right to terminate the Contract immediately by notice in writing.

## 9.4 Personal Data

- (A) In performing its obligations under the Contract, 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, processing and disclosing his Personal Data for legal, administrative, management, risk and compliance screening purposes.

## 9.5 Competition Laws

The Vendor represents and warrants that it is in compliance with all competition Laws applicable to the Contract including the Competition Act 2004.

## 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 Contract and where required, allow the Customer to have access to such records. The Vendor shall establish procedures that are reasonably designed to safeguard such records against loss, alteration, manipulation, unauthorised access or improper deletion.
- (B) The Customer shall be entitled to audit the Vendor and/or any Subcontractor at any time, provided that the Customer will provide the Vendor and/or such Subcontractor with prior written notice of any such audit.
- (C) Without prejudice to its other obligations under the Contract, the Vendor shall assist with and facilitate, and shall procure each Subcontractor assists with and facilitates, the carrying out of audits, including but not limited to (i) the provision by the Vendor and/or any Subcontractor of any and all information, documents, data, and records which are or may be required to support an audit; (ii) the grant by the Vendor and/or any Subcontractor of full access to the premises of the Vendor and any other premises under the control of the Vendor or any Subcontractor; and (iii) the responding to any audit findings in a timely manner.

## 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 the Contract, the Customer shall pay to the Vendor the Charges. Unless provided otherwise in the Contract, any and all costs and expenses incurred in the storage, transportation, boxing, crating and/or other packaging 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

Unless otherwise agreed by the Parties, any Charges or other amounts payable by the Customer pursuant to the Contract are inclusive of all Taxes, with the exception of GST or value added tax. 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 the Contract 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 the Vendor under the terms of the Contract of the amount deducted or withheld. The Vendor shall be liable for, pay, and shall indemnify and hold the Customer harmless from any such Taxes, which may now or hereafter be imposed, including any interest or penalties imposed thereon. If the Customer should pay any Tax and if it is later held that such Tax was not due, the Vendor shall refund the amount thereof to the Customer, together with any interest relating thereto, provided that any such refund shall not be in excess of amounts recovered by the Vendor from the taxing authority. The Vendor shall, when requested by the Customer, assist and co-operate with the Customer in challenging the validity of a Tax.

## 10.3 Terms of Payment

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

Unless otherwise stated in the Contract,

- (B) The Vendor shall be entitled to invoice the Customer 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 any invoice 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 by Customer, whichever is later.

- 10.4 The Vendor's invoice shall be a correct and properly due invoice which shall state: (i) the Purchase Order number; (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 or value added tax. When requested, the Vendor shall promptly supply soft copies of invoices, signed delivery notes and other related documents to the Customer. Where applicable, the Vendor shall bear any banking charges incurred by the Customer in making such payments and (where applicable) the risks of any currency exchange rate fluctuations.

- 10.5 Where any payment is made by the Customer before the completion of delivery and installation of the Goods and/or before completion of the performance of the Services and/or Work Product, and/or at various times or stages during the Contract (whether such payments are made in advance or arrears of given stages in the fulfilling of the Contract by the Vendor), the 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 the Contract shall pass to the Customer with effect from the date of such payments.

- 10.6 Without prejudice to its rights and remedies under the Contract 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 Vendor. The Vendor shall continue to perform its obligations under the Contract.

- 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 by the mode of dispute resolution 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 or from any Security Deposit(s).

## 11. LIABILITY AND INSURANCE

### 11.1 Indemnity

Notwithstanding anything else contained in the Contract, the Vendor shall indemnify and hold the Customer harmless from and against any and all losses, damages, liabilities, claims, disputes, judgments, settlements, costs and expenses of any nature whatsoever, that the Customer may at any time suffer or incur, or has suffered or incurred, arising out of or in connection with any act, omission and/or breach of the Contract by the Vendor, the Vendor's Personnel and/or any Subcontractor.

### 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 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 Contract.
- (B) The aforesaid policies shall name the Customer as an additional insured and loss payee, contain a waiver of subrogation against the Customer, the Customer Affiliates and their insurers and a cross liability clause.
- (C) The Vendor agrees to produce to the Customer, at any time, on written request, copies of current policies pertaining to the aforesaid insurance.

- (D) Where applicable, the Vendor shall comply with the Customer's lessor's risk engineering design and management, and facility protective security standards prevailing from time to time. If the Vendor has failed to comply with or meet such standards, the Vendor must carry out the necessary works within fourteen (14) days (or such other duration as may be agreed between the Parties) to ensure that such standards are complied with or met, to the satisfaction of the Customer. If the Vendor does not complete the necessary works in time, the Customer may enter the Customer Site to do the necessary works and the Vendor must pay the Customer all its costs and expenses incurred.
- (E) The Parties agree that where they specify standards that are more onerous than those specified by Law as applicable to the Vendor and/or the provision of Goods and/or Services by the Vendor, the Vendor must identify the standards which are more onerous than those specified by Law and notify the Customer accordingly.

#### 11.4 Security Deposit

- (A) Where required by the Customer, the Vendor shall, no later than seven (7) calendar days from the date of issuance of the Purchase Order, furnish to the Customer a security deposit for an amount equivalent to 10% of the relevant Charges ("**Security Deposit**") by way of cash or banker's guarantee issued in favour of the Customer and on terms acceptable to the Customer. The Security Deposit shall be held by the Customer as security for the due performance and observance by the Vendor of its obligations in the Contract. The Security Deposit shall be subject to any increase, deduction, set-off or forfeiture under the provisions of the Contract.
- (B) Without prejudice to any other rights or remedies which the Customer may be entitled to in law, in equity and/or under the provisions of the Contract, if the Vendor breaches any of its obligations under the Contract, the Customer may:
  - (i) call on the banker's guarantee in respect of the Security Deposit (where applicable); and/or
  - (ii) set-off from, deduct from and/or forfeit the Security Deposit, any loss, damage and/or expense to the Customer occasioned by such breach.
- (C) If the Customer uses the Security Deposit to set-off or deduct any sum, loss, damage and/or expense payable to the Customer, the Vendor shall furnish the Customer with an additional amount on demand such that the amount of the Security Deposit is always for an amount equivalent to 10% of the relevant Charges.
- (D) If the Customer is satisfied that the Vendor has complied with its obligations under the Contract, subject to clauses 10.8 and 11.5(A), the Customer will return the original banker's guarantee (where applicable) and refund the Security Deposit to the Vendor within fourteen (14) calendar days after the expiry or sooner determination of the Purchase Order.

#### 11.5 Warranty Performance Bond

- (A) Where required by the Customer, the Vendor shall, not less than seven (7) calendar days prior to the Vendor's final invoice in respect of the relevant Goods or Services supplied, provide the Customer with cash, a banker's guarantee, or an insurance bond on terms acceptable to the Customer and issued in favour of the Customer, for an amount equivalent to 10% of the corresponding Charges ("**Warranty Performance Bond**"). Where applicable, the Vendor may choose to allow the Customer to continue holding the Security Deposit as the Warranty Performance Bond.
- (B) The Warranty Performance Bond shall be held by the Customer as security for the Vendor's due performance of its warranty obligations under the Contract, and be subject to any increase, deduction, set-off or forfeiture under the provisions of the Contract.
- (C) If the Vendor fails to provide the Warranty Performance Bond, the Customer may withhold or deduct a sum equal to the value of the Warranty Performance Bond from any monies due or to become due to the Vendor. Such sum shall be deemed to be a Warranty Performance Bond, and be released to the Vendor within fourteen (14) calendar days after:
  - (i) the Customer's receipt of a conforming Warranty Performance Bond; or
  - (ii) the expiry of the Warranty Period, provided that the Vendor did not provide the Warranty Performance Bond during the Warranty Period and the Customer is satisfied that the Vendor has complied with its warranty obligations under the Contract.
- (D) Without prejudice to any other rights or remedies which the Customer may be entitled to in law, in equity and/or under the provisions of the Contract, if the Vendor breaches any of its warranty obligations under the Contract, the Customer may:
  - (i) call on the banker's guarantee or insurance bond in respect of the Warranty Performance Bond (where applicable); and/or
  - (ii) set-off from, deduct from and/or forfeit the Warranty Performance Bond, any loss, damage and/or expense to the Customer occasioned by such breach.
- (E) If the Customer uses the Warranty Performance Bond to set-off or deduct any sum, loss, damage and/or expense payable to the Customer, the Vendor must furnish the Customer with an additional amount on demand so that the amount of the Warranty Performance Bond is always for an amount equivalent to 10% of the relevant Charges.
- (F) If the Customer is satisfied that the Vendor has complied with its warranty obligations under the Contract, the Customer will return the original banker's guarantee and refund the Warranty Performance Bond to the Vendor within fourteen (14) calendar days after the expiry of the Warranty Period.

#### 11.6 No Claim

Except for the Customer's obligation to pay for the Goods and/or Services purchased and supplied in accordance with the Contract, the Vendor shall have no claim against the Customer and where applicable, the Customer's lessor, for any damage, loss, death and/or injury arising out of or in connection with the purchase of Goods and/or Services, whether under contract, tort (including negligence), equity or otherwise. The Vendor shall not have any claim against the Customer for any indirect or consequential damage of any nature whatsoever or any loss of profit, business contracts, revenue or anticipated savings.

## 12. REMEDIES

### 12.1 Remedies for non-conforming Goods, Services and/or Work Products

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

- (A) the Customer may require the Vendor, at the Vendor's own expense, to promptly replace or repair any defective or deficient Goods and/or Work Products, and/or remedy any default or re-perform any non-conforming Services;
- (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 Goods and/or Services; or
- (C) if the Vendor fails to replace or repair any defective or deficient Goods and/or remedy the default or re-perform any non-conforming Services pursuant to sub-clause (A) within seven (7) calendar days after notice thereof is given to the Vendor or other period of time agreed by the Parties, the Customer may replace or repair the Goods and/or remedy any default, or re-perform any non-conforming

Services itself or have them remedied or replaced by a third party on its behalf, and the Vendor shall pay all costs and expenses so incurred by the Customer.

## 12.2 Liquidated Damages

- (A) Timely supply of the Goods and Services is of the essence in the Contract. 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 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 the Contract 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 per centum (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 per centum (10%) of the Charges payable for the Goods and/or Services 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 its obligations under the Contract.
- (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 the Contract and not a penalty. If this provision on Liquidated Damages is declared invalid, the 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 the Contract or part thereof (such suspended part the "**Suspended Portion**") by giving the Vendor seven (7) calendar days' notice in writing of such suspension, at which time the Vendor shall suspend the delivery of any Goods and/or performance of Services to which the Suspended Portion relates to and the Customer shall not be required to make payment of any Charges in respect of the aforesaid delivery and/or performance. The Customer's exercise of its rights under this clause will not affect the Vendor's accrued rights to payment for any already completed delivery of Goods and/or performed Services.

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

## 14. TERMINATION

### 14.1 Termination for Convenience

In addition to any other remedies that may be available to the Customer either under the Contract or otherwise, the Customer may at any time, by giving the Vendor one (1) calendar month's written notice, terminate the Contract (in whole or in part) without liability, penalty or further obligation to the Customer.

### 14.2 Termination for Cause

In addition to any other remedies that may be available to the Customer either under the Contract or otherwise, the Customer shall be entitled by written notice to the Vendor to terminate the Contract (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 the Contract 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) or immediately if such breach is incapable of remedy;
- (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 the Contract 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) In addition to any other remedies that may be available to the Customer either under the Contract or otherwise, following termination of the Contract for any reason,
  - (i) the Vendor shall immediately:
    - (a) provide at the Vendor's cost and expense, unless otherwise agreed by the Parties in writing, such assistance as is reasonably necessary to the Customer for an orderly assumption of the supply of the Goods and/or Services by a third party or the Customer;
    - (b) deliver to the Customer at the Vendor's expense (on media, in formats and to terms and such address as may be specified by the Customer) or return to the Customer all materials and copies thereof (whether in hard or electronic format) 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 the Contract; and
    - (c) deliver to the Customer all Work Products that the Vendor has developed up to the termination date and destroy any residual copies on its systems;
  - (ii) the Customer shall be entitled to:
    - (a) require the Vendor to deliver any and all Goods, complete the performance of any Services and/or complete the creation and delivery of any Work Products that the Vendor was supposed to perform pursuant to the Contract; and/or
    - (b) reject or return (as the case may be) any or all Goods, Services and/or Work Products where such Goods, Services and/or Work Products have not been accepted in accordance with the terms of the Contract prior to the date of termination; and/or

- (iii) the Vendor shall give a full refund of all monies (including deposits, part-payments, advance payments and/or down payments) in connection with Goods, Services and/or Work Products paid for by the Customer to the Vendor but not provided by the Vendor or not accepted by the Customer.
- (B) Termination of the Contract 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), 8.1 (Performance Warranty), 8.2 (After-Sales Service Support), 9 (Compliance with Laws), 10.4 – 10.8 (Charges and Terms of Payment), 11 (Liability and Insurance), 12 (Remedies), 15 (Intellectual Property), 16 (Confidential Information), and 17 (General) and any other provision of the Contract which is expressly or by implication intended to survive termination.

## 15. INTELLECTUAL PROPERTY

### 15.1 Ownership of Intellectual Property Rights

- (A) 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.
- (B) Any specification, plans, drawings, patterns or designs supplied by the Customer to the Vendor in connection with the Contract shall remain the property of the Customer and any information derived therefrom or otherwise communicated to the Vendor in connection with the Contract shall be regarded by Vendor as Confidential Information and shall not, without the consent in writing of the Customer, be published or disclosed to any third party, or made use of by the Vendor except for the purpose of implementing the Contract.

### 15.2 Warranty by the Vendor in respect of Intellectual Property Rights

The Vendor warrants and represents that (a) it owns or has the right to use under valid and enforceable agreements, all Intellectual Property Rights reasonably necessary for and related to the performance of the Contract and (b) the Goods and/or the Services supplied under the Contract do not infringe any Intellectual Property Rights owned and/or controlled by any other party. Where any software is provided to the Customer by the Vendor, the Vendor hereby grants to the Customer an irrevocable, sub-licensable, worldwide, perpetual and royalty-free licence necessary to use all such software. The Vendor shall indemnify, defend and hold the Customer, its employees, representatives and agents as well as the Customer Affiliates, their employees, representatives and agents free and harmless from any and all claims, demands, costs, fees, expenses, losses and/or damages and any cause or expenses of any nature, and pay and satisfy all and any awards, orders and judgements entered against the Customer arising out of or in connection with any infringement of the Intellectual Property Rights as a result of the Customer purchasing the Goods and/or procuring the Services under the Contract.

Without prejudice to the Customer's rights and remedies, if the use, operation or resale of the Goods and/or Services supplied or otherwise provided under the Contract is finally enjoined, the Vendor shall at its sole cost and expense and at the Customer's option: (i) procure for the Customer the right to use or resell the Goods; (ii) replace such Goods and/or Services supplied by the Vendor with equivalent non-infringing Goods and/or Services; (iii) modify such Goods and/or Services supplied by the Vendor so they become non-infringing but equivalent; and/or (iv) remove such Goods sold by the Vendor and refund the Charges.

## 16. CONFIDENTIAL INFORMATION

- 16.1 The Vendor acknowledges that all the Confidential Information of the Customer is secret and confidential to the Customer, and any unauthorised use, reproduction or disclosure of the Confidential Information may cause loss, damage or expense to the Customer.
- 16.2 The Confidential Information shall remain the property of the Customer and shall not be used by the Vendor except for the purposes of the Contract. The Vendor undertakes to solely disclose the Confidential Information to the Vendor's Personnel where strictly necessary to fulfil the purposes of the Contract.
- 16.3 The Vendor shall and shall take all steps necessary to ensure that the Vendor's Personnel (i) keep the Confidential Information confidential, (ii) not, without the Customer's prior written consent, directly or indirectly, use or disclose any Confidential Information to any person unless otherwise permitted herein; (iii) not make any use of the Confidential Information or any part of it to the competitive disadvantage of the Customer, unless otherwise permitted herein; (iv) not record, make or reproduce any copies, summaries or transcripts of, reverse engineer, reverse compile, reverse assemble the Confidential Information, unless this is strictly necessary for the purposes of the Contract (all such copies, summaries or transcripts will be deemed to be Confidential Information); (v) apply thereto the highest security measures and degree of care in handling the Confidential Information, (vi) clearly mark as the proprietary or confidential information of the Customer any internal report that is generated using Confidential Information; (vii) notify the Customer immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person; (viii) immediately, upon request, return all of the Confidential Information to the Customer or destroy it if so directed; and (ix) sign all necessary documents and undertakings in relation to such Confidential Information as may be required by the Customer.
- 16.4 The Vendor shall be solely responsible for ensuring that the Vendor's Personnel allocated for the Services under the Contract adhere to the aforesaid obligations and execute an undertaking of confidentiality in a form acceptable to the Customer.
- 16.5 If the Vendor and/or the Vendor's Personnel is required by Law to disclose the Customer's Confidential Information, the Vendor shall promptly give the Customer written notice specifying the legal requirement and the Confidential Information to be disclosed and shall use best endeavours to arrange for disclosure of the relevant Confidential Information in a manner which safeguards the confidentiality of the information disclosed.
- 16.6 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 the Contract by injunction or any similar remedy.
- 16.7 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 any of the Customer Affiliates, or other information which identifies the Customer or any of the Customer Affiliates in any of the Vendor's marketing and publicity activities.

## 17. GENERAL

### 17.1 Entire Agreement

The Parties agree that the Contract constitutes the entire agreement between them with respect to the subject matter of the Contract 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 the Contract

in respect of the matters dealt with in it. For the avoidance of doubt, the Vendor's standard terms and conditions shall be excluded and have no effect whatsoever unless the Customer agrees in writing.

#### 17.2 Variation

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

#### 17.3 SABRe

Where applicable, all 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 third edition whenever applicable.

#### 17.4 Governing Law, Jurisdiction and Dispute Resolution

- (A) The Contract 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 the Contract (including a dispute regarding the existence, validity or termination of the Contract).
- (C) If the Vendor is not incorporated in Singapore, the Vendor shall provide the name and contact details of its process agent under the Contract for service of process in any legal proceedings or other proceedings before the Singapore courts. 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 shall not invalidate the relevant proceedings. This clause does not affect any other methods of service allowed by Law.

#### 17.5 Notices

- (A) Any notice or other communication in connection with the Contract shall be in English in writing and, unless otherwise stated, shall be given in person, by certified post or courier, to the other Party at the address as set out in the Purchase Order.
- (B) Any notice given in connection with the Contract 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.

#### 17.6 Severability

If any provision of the Contract 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 the Contract.

#### 17.7 Assignment

- (A) The Contract shall not be assigned or otherwise transferred by the Vendor without the prior written consent of the Customer, but nothing in the Contract shall prevent or restrict the Customer from assigning, sub-licensing, transferring or otherwise disposing of all or any of its rights or obligations under the Contract to a Customer Affiliate or to any legal entity which succeeds to all or part of the business or assets of the Customer. Any attempted assignment or transfer in contravention of this clause shall be null and void.
- (B) The Contract 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 the Customer, any right or remedy under the Contract 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 the Contract, all remedies available to the Customer for breach of the Contract 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 the Contract, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or to enjoy the benefit of any term of the Contract.
- (B) Notwithstanding any term of the Contract the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of the Contract.

#### 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 Conflict

- (A) In the event of inconsistency or conflict of terms and conditions, the following order of precedence will apply:
  - (i) the terms and conditions expressly set out in the Purchase Order;
  - (ii) these General Terms; and
  - (iii) the terms and conditions expressly set out in any other document which Parties agree to apply to the supply of the Goods and/or Services.