

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS OF THESE CONDITIONS:

"the Buyer" means CDI Energy Products Pte Ltd;
"Contract" means any contract for the sale of Goods or Services by the Seller to the Buyer;
"Services" means work and/or services which the Seller supplies to the Buyer pursuant to a Contract;
"Goods" means goods and/or materials which the Seller supplies to the Buyer pursuant to a Contract;
"GST" means goods and services tax under the GST Act;
"GST Act" means the Goods and Services Tax Act, Chapter 117A of Singapore, as amended from time to time;
"the Seller" means a person who is to supply Goods and/or Services to the Buyer pursuant to an order from the Buyer;
"SGD" means Singapore Dollars; and
"Tax Invoice" means a tax invoice as defined under the GST Act that enables a recipient of a supply to claim tax credits for the input GST paid in respect of the supply.

2. APPLICATION

2.1 These Conditions shall govern the Contract to the exclusion of any terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order or similar document and the Seller waives any right which it otherwise might have to rely on such terms or conditions.
2.2 These Conditions shall cancel and supersede any earlier version or edition of Conditions of Purchase of the Buyer.
2.3 The issuance of an order by the Buyer and the acceptance of the same by the Seller, or the confirmation of the Buyer's order or doing any act consistent with fulfilling the Buyer's order, at which point the Contract shall come into existence.
2.4 No variation to the Buyer's order or these Conditions shall be binding on the Buyer unless agreed in writing and signed by a duly authorised representative of the Buyer.

3. ORDERS

3.1 The Buyer's order constitutes an offer by the Buyer to purchase the Goods and/or the Services in accordance with these Conditions.
3.2 The Buyer's order shall be deemed to be accepted on the earlier of the Seller issuing a written acceptance of the Buyer's order or doing any act consistent with fulfilling the Buyer's order, at which point the Contract shall come into existence.
3.3 The Buyer's order number and date shall be given by the Seller on all delivery advices and notes, invoices, correspondence and packaging relating to the Buyer's order. The Buyer reserves the right to withhold payment where such information is not given.

4. DELIVERY AND SHIPPING

4.1 Goods and/or Services shall be delivered in accordance with and on the date(s) specified in the Buyer's order.
4.2 Time for delivery of Goods and/or Services shall be of the essence. If Goods are delivered earlier than specified the Buyer shall be under no obligation to accept delivery, but reserves the right to do so. The Buyer shall (without prejudice to any other rights of the Buyer) be entitled to reject Goods and/or Services that are not delivered on the specified date(s). Unless stipulated by the Buyer in the Buyer's order, delivery of the Goods shall be accepted by the Buyer only during normal business hours.
4.3 Delivery of all Goods and/or Services shall be at the address(es) specified by the Buyer. For the delivery of Goods, the Seller shall use the carrier designated by the Buyer and all shipping documents, including the Seller's invoice, must accompany each shipment and be provided to the freight forwarder in a timely manner. The Seller shall off-load the Goods as directed by the Buyer.
4.4 The date for delivery of the Goods shall be specified in the Buyer's order, or if no such date is specified delivery shall take place within 28 days of the Buyer's order.
4.5 Notwithstanding clause 3.2, the Seller shall ensure that each delivery of the Goods is accompanied by a delivery note which shows, inter alia, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
4.6 If the Goods are not delivered in full and/or performance of the Services is not completed on the due date then, without prejudice to any other rights which it may have, the buyer reserves the right to:
4.6.1 Cancel the Contract in whole or in part;
4.6.2 Refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Seller attempts to make;
4.6.3 Recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Goods or the Services in substitution from another the Seller; and
4.6.4 Claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Goods in full or complete performance of the Services on the due date.
4.7 The Seller shall not deliver the Goods in instalments without the Buyer's prior written consent. Where the Buyer agrees to accept delivery of the Goods by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall, to the extent allowed by applicable law, entitle the Buyer at its option to treat the whole contract as repudiated.
4.8 If the Goods delivered or Services performed by the Seller are in excess of the quantities ordered, to the extent allowed by applicable law, the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and Goods will be returnable at the Seller's expense.
4.9 If the Goods delivered or Services performed by the Seller are less than the quantities ordered, to the extent allowed by applicable law, the Buyer shall have the right, but not the obligation, to either:
4.9.1 Accept the quantity of Goods or Services received from the Seller and make payment only for that quantity received. The Buyer will have the discretion to cancel any outstanding Goods or Services remaining on the Contract; or
4.9.2 Reject the Goods or Services delivered, with the Seller being required to resupply the correct quantity levels. Any Goods or Services rejected will remain at the Seller's risk and Goods will be returnable at the Seller's expense.
4.10 The Buyer shall be entitled to reject any Goods and/or to rectification of any Services which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until the Buyer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any defect in the Goods or Services has become apparent.
4.11 The Seller shall give the Buyer prior written notice of:
4.11.1 any delivery of the Goods or items accompanying the Goods having toxic or other hazards to the

safety or health of persons or property and shall provide full details of such hazards and of all precautions which should be taken by the Buyer in respect of the delivery, storage, handling, installation and use of the Goods or items and provide the Buyer with all information relating to the properties of the Goods or items to enable the Buyer to comply with all relevant legislation relating to the Goods or items and/or such hazards; and

4.11.2. any delivery of Goods which are perishable or of limited lifespan and of any circumstances which may adversely affect the lifespan of such Goods.
4.12. If for any reason the Buyer is unable to accept delivery of the Goods at the time when they are due for delivery the Seller shall, if its storage facilities permit, store the Goods in a secure manner until the Buyer is ready to accept delivery and the Buyer shall pay the Seller's reasonable charges for storage.
4.13. Where the Seller performs the Services on the Buyer's premises, the Seller shall, and shall procure that its personnel comply with the Buyer's safety and security regulations and shall not, without the prior written consent of the Buyer, use any of the Buyer's facilities, tools, apparatus or equipment. Where such consent is given by the Buyer, the Seller must satisfy itself as to the fitness and suitability of such facilities, tools, apparatus and equipment and shall assume all liability arising out of their use.
4.14. Unless otherwise agreed in writing, the cost of delivery of Goods shall be included in the price.
4.15. The Goods shall be marked in accordance with the Buyer's instruction. Goods must be packed by or on behalf of the Seller securely so as to be delivered to the Buyer in perfect condition under normal conditions of transport and in the event that the Goods are not delivered in perfect condition under normal conditions of transport it shall be deemed that the Goods were not packed in accordance with this provision.
4.16. Packages and packaging material will be supplied free of charge, and will not be returned unless the Buyer has so agreed in writing prior to the time of delivery whether or not any Goods are accepted by the Buyer.
4.17. The Seller shall obtain such export licences as may be required for the supply of Goods to the Buyer.

5. PRICE

5.1. Unless otherwise specified, the price payable for Goods and/or Services is as listed in the Buyer's order, denominated in SGD and shall be inclusive of GST and any other tax or duty payable.
5.2. No variation in the price or extra charges will be accepted by the Buyer.
5.3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.
5.4. On all orders subject to settlement discount, the discount period shall be calculated from the date the invoice is received by the Buyer.

6. GST

6.1. If the Seller is a GST-registered entity under the GST Act, The Seller shall ensure that any invoice or other request or demand for payment for supplies provided by it to the Buyer constitutes a Tax Invoice that will enable the Buyer to claim tax credits in respect of supplies to which the invoice relates. No amount will be due and payable by the Buyer in respect of a supply under these Conditions unless the Buyer has received from the Seller an invoice which complies with this clause.
6.2. Each party will use its reasonable efforts to do everything required by the relevant GST legislation to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under these Conditions.

7. PAYMENT

7.1. Payment for Goods and/or Services shall be made [forty-five (45) days] after the date of acceptance (in accordance with the terms of these Conditions) of such Goods and/or Services (as applicable), or within such a time as mutually agreed between the Buyer and the Seller.
7.2. If payment is made by the Buyer within the time period specified in clause 6.1, the Buyer shall be entitled to any applicable discount privileges agreed with the Seller.
7.3. All Goods and/or Services shall be invoiced on date of despatch or completion (as the case may be). If delivery of Goods and/or Services is in instalments, a separate invoice shall be forwarded in respect of each instalment.

8. CANCELLATION

The Buyer may cancel any order upon written notice to the Seller. In the event of such cancellation, the Buyer is responsible to the Seller only for the cost of any finished goods or work in progress that corresponds to the Buyer's order.

9. PROPERTY AND RISK

Property and risk in Goods supplied shall remain with the Seller until they are delivered to and signed for as accepted by the Buyer provided that if the Goods are subsequently rejected by the Buyer for any reason whatsoever and whether or not the Buyer is entitled to do so in accordance with the terms herein property and risk in the Goods shall revert to the Seller.

10. HANDLING INSTRUCTIONS

The Seller shall supply any information and instructions which may be required to ensure that Goods supplied are handled stored and used correctly and in a manner likely to avoid any danger to the health and/or safety of the Buyer's employees or any other persons on the Buyer's premises or those of its sub-contractors to whom delivery is made.

11. CONFIDENTIALITY AND DESIGN

11.1. Each party undertakes that it will not during the term of any Contract or at any time thereafter use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information. "Confidential Information" means all information relating to a party's business or financial or other affairs which is not in the public domain including, without limitation, information relating to:
(a) customer and the Seller names and other details of customers and the Sellers, sales targets, sales statistics, market share statistics, prices of goods sold and purchased, market research reports and surveys and advertising or other promotional materials;
(b) future projects, business development or planning, commercial relationships and negotiations; and
(c) designs, formulae, inventions or improvements relating to products or prospective products designed, manufactured or sold by a party or any other trade secrets or know-how or financial information in relation to the businesses, finances, dealings or affairs of a party.

- 11.2 The subject matter of a Contract shall be treated as confidential between the parties and shall not be disclosed to any third party without the prior written consent of the Buyer.
- 11.3 The Seller shall not use the name or other identity of the Buyer for advertising or publicity purposes without the Buyer's prior written consent.
- 11.4 The Seller will not copy, publicise or make available to any third party any drawings, design formulae, written instructions, specifications and other technical papers, supplied by the Buyer or produced by the Seller at the expense of the Buyer for the purposes of a Contract, and the same shall remain the Buyer's property and must be returned in good condition and repair.
- 11.5 All patterns, dies, moulds, or any other tooling and any materials supplied by the Buyer or produced by the Seller at the expense of the Buyer for the purposes of a Contract shall remain the Buyer's property and must be returned to the Buyer on demand at the expense of the Seller in good condition and repair together with any other property of the Buyer in the Seller's possession.
- 11.6 The Seller shall maintain the Buyer's property in good condition and repair and shall insure such property against all risks while in the Seller's custody and must have, or put in place, systems to ensure that the Buyer's property is clearly identifiable and where possible must be physically marked as such.
- 11.7 The obligations in this clause 10 are subject to any other written agreement(s) entered into by the Seller and the Buyer regarding confidentiality obligations between the Seller and the Buyer.
- 12. QUALITY AND DEFECTS, INSPECTION AND TESTING**
- 12.1 The Goods shall:
- 12.1.1 be of satisfactory quality and be free from defects in design, material and workmanship and remain so for the longer of: (i) 12 months from the date of despatch of the Goods (or the goods into which those Goods have been incorporated by the Buyer) to the Buyer's customer; or (ii) the period for which the Seller typically warrants such goods shall be of satisfactory quality and be free from defects in design, material and workmanship;
- 12.1.2 be capable of any standard of performance specified in the Buyer's order;
- 12.1.3 conform with any sample, patterns, descriptions, quantity or specification supplied or agreed to by the Buyer; and
- 12.1.4 comply with all statutory requirements and regulations relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 12.2 The Services shall conform in all respects with the Buyer's order and any specification supplied or agreed to by the Buyer and will comply with all statutory requirements and regulations relating to the performance of the Services.
- 12.3 The Buyer's rights under these Conditions are in addition to statutory conditions or terms implied in favour of the Buyer.
- 12.4 The Seller shall maintain and implement quality, specification control, testing and inspection procedures to enable the Seller to consistently comply with its obligations under the Contract and, at the request of the Buyer, will supply the Buyer with full details of such procedures and the Seller's test results and inspection reports.
- 12.5 The Seller shall ensure that, at all times, it has and maintains all the licenses, authorisations, consents or permits that it needs to carry out its obligations under the Contract.
- 12.6 Before delivering the Goods, the Seller shall carefully inspect and test the Goods for compliance with specifications and shall, at the request of the Buyer, provide a copy of the results of such tests and inspections certified by the Seller to be a true copy.
- 12.7 The Buyer shall be entitled to inspect and test the Goods during manufacture, processing or storage. If this right is exercised, the Seller shall provide or shall procure the provision of all such facilities as may reasonably be required for such inspections and tests. If the Buyer is of the opinion that the Goods do not conform or are unlikely to conform with the Buyer's order or to any specification supplied or agreed to by the Buyer or that the procedures are insufficient or inappropriate to ensure consistent conformity with the Contract, the Buyer shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure such conformity. Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and procedures and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.
- 12.8 If any of the Goods or Services fail to comply with the provisions set out in this clause 11 the Buyer shall be entitled to avail itself of any one or more of the remedies listed in clause 20.
- 12.9 In addition to the remedies available to the Buyer, the Seller is liable to pay for all associated costs incurred by the Buyer due to the supply of non-compliant Goods or Services. These associated costs are calculated based on:
- 12.9.1 a fixed administrative charge of SGD\$150 (excluding GST) to cover all handling data entry and reporting activities resulting from the supply of non-compliant Goods or Services;
- 12.9.2 any additional costs incurred by the Buyer in managing the non-compliant Goods or Services, including but not limited to, all reworks, investigations and other consequential costs.
- The Buyer reserves the right to alter the fixed administration charge at any time without notice to the Seller.
- 13. BUYER'S PROPERTY**
- 13.1 Materials, equipment, tools, dies, moulds and copyright, design rights and all other intellectual property rights in drawings, specifications and data supplied by the Buyer to the Seller shall be used by the Seller only for the manufacture of the Goods for supply to the Buyer or the performance of the Services for the Buyer. Such items shall remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such items be used otherwise than as authorised by the Buyer in writing.
- 13.2 Any copyrights, design rights or other intellectual property rights created by the Seller in performing the Buyer's order shall belong to the Buyer absolutely and shall be used for the purpose only of performing the Buyer's order and no other purpose without the prior written consent of the Buyer. At the Buyer's request and expense the Seller shall sign such documents as the Buyer may require to perfect the Buyer's title to such intellectual property rights.
- 13.3 The Seller must have, or put in place systems to ensure that the Buyer's property is clearly identifiable and where possible must be physically marked as such.
- 14. WARRANTIES**
- 14.1 The Seller warrants to the Buyer that the Goods:
- 14.1.1 comply in every respect with the specifications provided by the Buyer pursuant to a Contract;
- 14.1.2 are fit for the purposes (whether express or implied) for which they are required by the Buyer;
- 14.1.3 shall be of merchantable quality, have been made manufactured or produced out of industry standard materials and by the best workmanship and are free from all defects in design, materials and workmanship;
- 14.1.4 are equal in all material respects to any samples, patterns, drawings or specifications provided by either party;
- 14.1.5 comply with any statute, statutory order, directive or regulation or relevant Singapore or international standard applicable to the Goods in force at the time of delivery; and
- 14.1.6 shall be properly packed and secured in such a manner as to reach its destination in good order and condition.
- 14.2 The Seller warrants that all Services will be provided with competence and due care and in accordance with the Buyer's instructions and will comply in every respect with all specifications provided by the Buyer.
- 14.3 The warranties under this section will be effective for the maximum period permitted by applicable law where the Goods are used or the Services are delivered.
- 15. REMEDIES FOR BREACH OF WARRANTY**
- 15.1 The Seller undertakes at its own expense without prejudice to any other rights of the Buyer to render to the Buyer all such service or assistance (including without limitation the repair of the Goods or the supply of substitute(s) for the Goods which substitute(s) shall in all respects be in accordance with the warranties set out in clause 14 as the Buyer may reasonably require in enforcing the warranties set out in clause 14.
- 15.2 The Buyer and the Seller agree that the warranties in clause 12 are conditions of the Contract the breach of which shall give the Buyer the right to reject the Goods or Services or any part thereof and treat the Contract as repudiated and the Seller shall without prejudice to the other rights of the Buyer reimburse the Buyer all costs and expenses of returning the rejected Goods or carrying out remedial work required as a result of non-conforming Services.
- 15.3 The Seller shall return to the Buyer any amounts paid to the Seller for rejected or non-conforming Goods that have been returned to the Seller but not replaced.
- 16. INDEMNITY**
- 16.1 The Seller shall keep the Buyer indemnified against all direct, indirect and consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
- 16.1.1 the Seller's breach of any of the warranties or conditions in respect of the Goods or Services, whether express or implied, by statute or otherwise;
- 16.1.2 defective Goods or Services including without limitation, defective workmanship, quality or materials;
- 16.1.3 any infringement or alleged infringement of any intellectual property rights caused by the possession, use, manufacture or supply of the Goods or possession or use of the work the product of the Services;
- 16.1.4 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or the performance of the Services; and
- 16.1.5 any negligent acts and/or omissions of the Seller's employees, agents, sub-contractors or representatives (save to the extent that such loss, damage, costs claims or expenses arise from negligent acts and/or omissions of the Buyer's employees, agents, sub-contractors and representatives)
- 16.2 The Seller undertakes to insure itself against any and all liability under any Contract with a reputable insurance company and the Buyer has the right to demand proof in writing that this insurance requirement has been complied with. All monies received by the Seller pursuant to insurance held under this clause are to be held in trust for the Buyer.
- 17. BUYER'S RIGHTS OF SET-OFF**
- The Buyer reserves the right to set off against any payment due by the Buyer to the Seller any sums that the Seller owes to the Buyer or to any other company in the Buyer's Group and, where there is any amount due from any other company in the Buyer's Group to the Seller, the Buyer shall on behalf of the Seller be entitled to give to such other company a good receipt for any sum which such other company may pay to the Buyer in settlement of any sum due from the Seller to the Buyer.
- 18. FORCE MAJEURE**
- The Buyer reserves the right to defer the date of delivery of the Goods or performance of the Services or payment or to cancel the Contract or reduce the volume of the Goods or the extent of the Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 19. TERMINATION**
- 19.1 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any other loss.
- 19.2 On or at any time after the occurrence of any of the events listed in clause 19.2, the Buyer shall have the right at any time by giving written notice to the Seller to terminate the Contract.
- 19.3 The events are:
- 19.3.1 the Seller commits a breach of any of the terms or conditions of the Contract;
- 19.3.2 any distress, execution or other process is levied upon any of the assets of the Seller;
- 19.3.3 the Seller has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by any party, or a resolution is passed or a petition presented for the winding up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Seller or the Buyer apprehends that any of the foregoing is about to occur in relation to the Seller;
- 19.3.4 the Seller ceases or threatens to cease to carry on its business; or

Date of Release: 1 April 2020

- 19.3.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 19.4 Termination of the Contract for any reason shall be without prejudice to rights of the Buyer accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 19.5 Upon termination the Buyer shall be under no further obligation to receive delivery of or pay for Goods and/or Services (as applicable).
- 20. REMEDIES**
- 20.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied or Services are not performed in accordance with, or the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled, to the extent allowed by applicable law, to any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by the Buyer:
- 20.1.1 to rescind the Buyer's order;
- 20.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid immediately by the Seller;
- 20.1.3 to reject the Services (in whole or in part) on the basis that a full refund for the Services so rejected shall be paid immediately by the Seller;
- 20.1.4 at the Buyer's option to allow the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or the Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 20.1.5 to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Seller;
- 20.1.6 to carry out at the Seller's expense any work necessary to make the Goods or Services comply with the Contract; and
- 20.1.7 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract.
- 21. GUARANTEE/WARRANTY CLAIM**
- 21.1 Without prejudice to any other right of the Buyer, where under the terms of any warranty or guarantee given by the Buyer on the resale of the Goods or on the sale of any goods in which the Goods are included, the Buyer is responsible for or has agreed to the repair or replacement of the Goods, the Seller shall, if requested by the Buyer, repair or replace the Goods (as directed by the Seller) and reimburse or pay to the Buyer all transport and labour costs incurred by the Buyer in satisfying the claim under the warranty or guarantee given by the Buyer.
- 21.2 In addition to the costs outlined in clause 21.1, the Seller is liable to pay to the Buyer a fixed administrative charge of SGD\$150 (excluding GST) for each warranty claim to cover all handling, data entry and reporting activities arising from such claim. Buyer reserves the right to alter the fixed administration charge at any time without notice to Supplier.
- 22. ASSIGNMENT**
- The Seller may not assign or transfer, or purport to assign or transfer, any of its rights or obligations under a Contract without the Buyer's prior written consent. The Buyer may assign the Contract or any part of it to any person, firm or company.
- 23. INVALIDITY**
- If any part of these conditions is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
- 23.1. the validity, legality and enforceability under the law of that jurisdiction of any other part of these conditions; and
- 23.2. the validity, legality and enforceability under the law of any other jurisdiction of that or any other part of these conditions;
- shall not be affected or impaired in any way thereby.
- 24. NO PARTNERSHIP**
- Nothing in these conditions and no action taken by the parties pursuant to these conditions shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the parties.
- 25. GOVERNING LAW AND JURISDICTION CLAUSE**
- 25.1. These conditions and any Contract made under them (and any dispute, controversy, proceeding or claim arising out of or in any way relating to these conditions or any Contract made under them) shall be governed by and construed in accordance with Singapore law.
- 25.2 Trade and shipping terms shall have the meaning assigned to them by Incoterms® 2010 or any subsequent amendments thereof prevailing at the time of any Contract, unless otherwise specifically provided for in such Contract.
- 25.3 The parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Singapore.
- 26. EXCLUSION OF THIRD PARTY RIGHTS**
- A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any of these terms and conditions.
- 27. SALE OF GOODS (UNITED NATIONS CONVENTION) ACT, CHAPTER 283A OF SINGAPORE**
- The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these conditions.
- 28. ANTI-CORRUPTION**
- 28.1. In performing its obligations under the Contract, the Seller shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 28.2. The Seller shall:
- 28.2.1. comply with all laws relating to anti-bribery and anti-corruption (including the Prevention of Corruption Act (Cap. 241 of Singapore)) and all policies of the Buyer relating thereto notified to the Seller from time to time and shall not contravene any such law or policy;
- 28.2.2. have and enforce as appropriate its own policies and procedures to ensure compliance with clause 28.2.1;
- 28.2.3. promptly notify the Buyer if any request or demand for financial or other advantage of any kind is received by the Seller in connection with the performance of a Contract or if any foreign public official is appointed as an officer or employer of or acquires an interest in the Seller; and
- 28.2.4. ensure that any person performing any aspect of a Contract complies with this clause 28.
- 28.3. In performing its obligations under the Contract, the Seller shall:
- 28.3.1. comply with all anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including the Prevention Of Human Trafficking Act 2014 (No. 45 of 2014)) and all policies of the Buyer relating thereto notified to the Seller from time to time and shall not contravene any such law or policy;
- 28.3.2. have and enforce as appropriate its own policies and procedures to ensure compliance with Condition 24.3.1; and
- 28.3.3. require that each of its subcontractors and the Sellers shall comply with the Anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including the Prevention Of Human Trafficking Act 2014 (No. 45 of 2014)).
- 29. GENERAL**
- 29.1 The Seller shall not use the Contract or the name of the Buyer in any advertising or promotion without the Buyer's prior written consent.
- 29.2 Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 29.3 Any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 29.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 29.5 These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.