



TERMS AND CONDITIONS OF PURCHASE ORDER (GOODS AND SERVICES)

1. DEFINITIONS

"Formal Contract" means a long form umbrella contract entered into between the Supplier and the Purchaser for the supply of Goods and/or Service described in the Order.

"Goods" means the good described in the Order and includes any Goods supplied to the purchase in connection with the supply of Services to the Purchaser by the Supplier.

"GST" means Goods and Service Tax charged in accordance with the Goods and Service Tax Act (Cap. 117A, 2005 Ed.) on the supply of taxable goods or taxable services by a taxable person in Singapore.

"Invoice" where it relates to supply on which GST is chargeable, means an Invoice issued and Goods and Service tax is chargeable in accordance with the Goods and Service Tax Act (Cap. 117A, 2005 Ed.).

"Order" means as order for the supply of Goods or Service placed by the Purchaser with the Supplier specified overleaf as Purchase Order.

"Price" means the amount payable for the Goods and/or Services as specified in the Order.

"Purchaser" means the company indicated on the face of Order.

"Restricted Information" means any information which is disclosed by the Purchaser to the Supplier in connection with the Order whether orally or in writing and whether or not such information is expressly stated to be or marked as confidential and include all details relating to the Order.

"Services" means the services described in the Order and all work done by or on behalf of the Supplier for the Purchaser.

"Supplier" means the person firm or company to whom the Order is addressed by the Purchaser and includes any sub-contractor of the Supplier duly approved by the Purchaser by prior written consent.

2. CONDITIONS

2.1 In consideration of payment of the Price by Purchaser to the Supplier, the Supplier shall supply to Purchaser the Goods and/or Service in accordance with the terms and conditions of the Order. Subject to clause the Order constitutes the entire agreement between the parties and supersedes all previous negotiations and communications.

2.2 The Order may only be varied or amended by in writing by in writing by a duly authorized employee of the Purchaser.

2.3 Where the parties have entered into a formal Contract in respect to the provision of the Goods and/or Service, the terms and conditions of the Formal Contract shall prevail over any inconsistent terms and conditions of the Order.

3. GOODS SUPPLIED

The Goods to be supplied to the purchaser by the supplier be of the description and quality specified on the Order, of merchantable quality, capable of any specific standard of performance and fit for the purpose for which they are supplied, conform to any specification agreed by the Purchaser and Supplier and any sample provided to any approved by the Purchaser, be supplied in the quantity stated in the Order and comply with all applicable statutes, rules, orders, directives and regulations.

4. SERVICE SUPPLIED

The services (together with any equipment and the use of such equipment) to be supplied to the Purchaser shall be performed efficiently, safely and competently and in conformity with any applicable industry code of practice by suitable qualified and experienced personnel, be of the quality reasonably expected by the Purchaser and comply with any requirement specified by the purchaser and comply with all

applicable statutes, rules, orders, directives and regulations.

5. DELIVERY AND PERFORMANCE

5.1 Unless otherwise agreed, Goods and Services shall be delivered or performed (as the case may be) at the place and time specified in the Order and Goods shall be delivered according to both manufacturing date order and batch number order.

5.2 If no method of shipment is specified in the Order, Supplier should use the most cost effective freight forwarding and/or transportation service.

5.3 Purchase shall inform Supplier of any loss or damage within 7 days of the date of delivery and Supplier shall be responsible for any shortage or damage to goods. Purchaser may withhold payment to Supplier until the said loss or damage is rectified by Supplier.

5.4 If Supplier fails to deliver Goods and/or perform Service within the time specified, Purchaser may, at its option and with written notification to Supplier, reject and return, Goods to Supplier at Supplier's risk costs and/or expenses or reject Services.

5.5 Time shall be of the essence of these Conditions.

6. LABELLING AND PACKAGING

The Goods shall be labelled and packed as specified in the Order, in accordance with any agreed specification and any applicable statutes, rules, directives and regulations, and in such a manner as to reach the places of delivery undamaged and in good condition.

7 INSPECTION, TESTING AND AUDIT

7.1 The Supplier shall supply the Purchaser with such schedules of manufacture and delivery of Goods and performance of Service as the Purchaser may reasonably require from time to time.

7.2 The Purchaser shall be granted access to the supplier's works at all reasonable times and shall be entitled to inspect all goods (during the course of manufacture and testing, and on completion) and equipment used in the provision of services.

7.3 Any inspection, checking or approval of Goods, the Supplier's works or equipment or factory used in the provision of Services by or on behalf of the Purchaser shall not relieve the Supplier of any obligation under these conditions or constitute acceptance of the Goods by the Purchaser.

8. ACCEPTANCE

8.1 Payment for the Goods delivered hereunder shall not constitute acceptance thereof, Purchaser shall have the right to inspect such Goods and to reject any or all of said Goods which are Purchaser's judgement defective or non-conforming. Goods rejected and Goods supplied in excess of quantities ordered herein may be returned to the Supplier at its expenses and, in addition to Purchaser's other rights. Purchaser may charge Supplier all expenses of unpacking, examining, repacking and reshipping such Goods. In the even Purchaser receives Goods which defects or non-conformities are not apparent or examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in the Order shall relieve in any way the Supplier from the obligation of testing, inspection and/or quality control.

8.2 Title to the Goods shall pass to the Purchaser on delivery but without prejudice to the purchaser's right of rejection.

8.3 For rejected Services, Supplier shall re-perform the Services at Supplier's own cost and/or expenses. Acceptance shall only be considered final acceptance only when Goods and/or Services fully satisfy the requirements of the terms and conditions stated in Order.

9. INVOICING AND PAYMENT

9.1 Original Invoice from supplier should be supported by the appropriate documents evidencing receipt of the Goods and/or Services by ISS.



9.2 Purchaser reserves the right to dispute any Invoice in whole or part and shall inform Supplier in writing of the dispute. Purchaser may withhold any sum disputed until settlement of the dispute by mutual agreement.

9.3 The total amount payable excluding GST, the rate of GST and the total GST chargeable shown as a separate amount or total amount payable inclusive of total of GST chargeable. If the amounts payable under or in connection with the Order relate to supply on which GST is chargeable, the Purchaser of that supply shall pay to the Supplier (in addition to any other amount payable under the Order) an amount equal to any GST so chargeable for which the Supplier is liable to account subject to the production of a valid Invoice. The Supplier shall, upon the Purchaser's written request, produce to the Purchaser's satisfaction valid documentation that the Supplier is a registered person under the Goods and Service Tax Act (Cap. 117A, 2005 Ed.).

9.4 The Purchaser shall be entitled to deduct normal trade discount on the Price of the Goods and Services in accordance with standard trade practise or as agreed.

9.5 The Purchaser reserves the right to set-off any sums owned to it, or to any company in the ISS group of companies, by the Supplier in respect of which the Supplier is at default against the Price of The Goods and Services.

9.6 The Supplier shall prepare a monthly billing statement and submit to Purchaser for the supply of recurring Goods and/or Services. Supplier shall submit the final Invoice for Goods and/or Services not later than 3 months after Goods and/or Services are supplied. Purchaser shall have the right to reject any Invoice submitted after this period.

10. GUARANTEES

10.1 Purchaser shall at any time be entitled to request the Supplier provide any guarantee in any form, such as bank guarantee or performance guarantee in the manner and terms pursuant to any requirement by Purchaser in respect of Goods and/or Services.

11. INSURANCE

11.1 The Supplier shall maintain levels of insurance sufficient to cover its liabilities and obligations under the Order, the terms and conditions and the law and shall at Supplier's expense, furnish certificates of insurance evidencing insurance coverage upon request of Purchaser.

12. WARRANTIES AND LIABILITIES

12.1 The Supplier warrants that Goods furnished pursuant to the Order will be new, unused, free from defects in materials, design, and workmanship and shall comply with the requirements, drawings and specification of the Order, and the terms and conditions.

12.2 Without limitation to any rights or remedies which Purchaser may have at law by reason of any breach of warranty, and unless otherwise agreed, Goods shall be warranted for a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is later. Purchaser at its option may require Supplier either to repair or replace defective Goods at no additional cost or increase in price or to refund the purchase price of Goods and any charges in connection therewith.

12.3 The Supplier warrants that it shall perform and execute the Services in a Professional manner in accordance with good and sound engineering, craft, construction and Industry standards and with the requirements and terms and conditions of the Order and shall promptly, at no additional cost or increase in price to Purchaser re-perform the Services not executed in accordance with the warranty herein.

12.4 The Supplier shall Indemnify the Purchaser against any action, proceeding, demand, claim, loss, damage, cost or liability (Including legal costs and expenses on a full indemnity basis) arising from or in connection with any breach of these Conditions or caused or contributed to by the negligence, act or omission of the Supplier, its employees, agents and/or subcontractors.

12.5 The Supplier shall not exclude or limit its liability under these Conditions in any way whatsoever.

12.6 Without prejudice to any other right the Purchaser may have against the Supplier, the Supplier shall promptly repair or replace all Goods which are or become defective during proper usage due to faulty design or manufacture, incorrect instruction as to use, any breach of these Condition or any breach of any warranty, express or implied, given by the Supplier.

12.7 The Supplier shall maintain insurance cover adequate to cover the risks and liabilities specified in these Conditions.

13. INTELLECTUAL PROPERTY

13.1 The Supplier warrants that neither the Goods and Services nor their supply to or use by the Purchaser infringe any patent, trade mark, trade name, registered design or copyright or other intellectual property rights of any third party.

13.2 Supplier acknowledges that all titles and interests to all intellectual property rights of whatever nature in any pictures, artwork, designs, devices, representations or other things created by Supplier in connection with an Order, shall exclusively and unconditionally belong to Purchaser. Supplier shall, whether formally demanded or not, take such other steps as necessary to secure and protect such rights for the benefit of Purchaser.

14. CONFIDENTIALITY

14.1 The Supplier shall at all times keep all Restricted Information confidential and not disclose any Restricted Information to any person unless such Restricted information or becomes public knowledge through no fault of the Supplier or it can be shown to the reasonable satisfaction of the Purchaser that such Restricted Information was known to the Supplier before it was disclosed by the Purchaser.

14.2 Any Specification, design, drawing, pattern, artwork, tool or mould supplied by the Purchaser for the purpose of or in connection with the Order shall remain the property of the Purchaser and the Supplier shall be responsible for its safe custody and return to the Purchaser.

15. FORCE MAJEURE

Performance by the Purchaser of its obligations in connection with the supply of Goods or Services may be suspended in the event of Interference with such performance due to any matter outside the Purchaser's reasonable control. An event/s of interference shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Purchaser, including acts of God, fire, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions and/or labour strikes. Such suspension shall be without prejudice to the Purchaser's right to cancel all or part of the Order where such interference continues for seven days or more.

16. HAZARD

The Supplier shall Inform the Purchaser of all hazard and regulatory requirements associated with the use, handling, storage, labeling and transport of the Goods and the Supplier will ensure that the Goods are properly and prominently marked with the appropriate internationally recognized hazard symbols and that prominent hazard warnings appear on all Goods and associated documents.

17. ON-SITE WORKING

The Supplier, its employees, agents and/or sub-contractors shall abide by the Purchaser's applicable site and safety rules when working on the Purchaser's site.

18. SUBCONTRACTING AND ASSIGNMENT

The Supplier shall not sub-contract or assign its obligations under these Conditions without the prior written consent of the Purchaser. Any sub-contracting or assignment does not relieve the Supplier of Its obligations under these Conditions.

19. COMMUNICATIONS



Any Communication required to be served by a party in connection with these Conditions shall be sent by Ordinary mail (except in case of emergency when facsimile transmission or registered mail must be used) to the registered office of the other party or any other address communicated in writing by one party to the Other for this purpose.

20. WAIVER

No exercise of failure to exercise any right shall constitute a waiver of any other right under these Conditions.

21. TERMINATION

21.1 Purchaser reserves the right to terminate the Order or any part hereof for its sole Convenience. In the event of such termination, Supplier shall Immediately stop all work hereunder, and shall immediately cause any of its suppliers or sub-contractors to cease such Work. Supplier shall be paid a reasonable termination charge, consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or sub-contractors.

21.2 Purchaser may also terminate the Order or any part hereof for cause in the event of any default by the Supplier or if the Supplier fails to comply with any of the terms and conditions of the Order. Late deliveries, deliveries of product which are defective or which do not conform to the Order, failure to perform the Services at the time and place specified in the Order and/or failure to provide Purchaser, upon request, of reasonable assurances of future performance shall all be causes allowing Purchaser to terminate the Order for cause. In the event of such termination, Purchaser shall not be liable to Supplier for any amount, and Supplier shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

22. GOVERNING LAW

These Conditions shall be governed by the laws of Singapore and the Purchaser and Supplier hereby agrees to be subject to the exclusive jurisdiction of the Courts in Singapore.

23. COMPLIANCE WITH ISS CORPORATE POLICIES

23.1 The Supplier acknowledges receipt of the ISS Supply Code of Conduct and ISS Anti-Corruption Policies' and agrees to perform its obligations under the Agreement in accordance with the principles set out therein.

23.2 The Supplier shall comply fully at all times with all applicable laws, rules and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the Supplier conducts business with the Purchaser.

23.3 The Purchaser shall be entitled to terminate this Agreement immediately on written notice to Supplier. If the Supplier fails to perform its obligations in accordance with this Clause 21, the Supplier shall have no claim against the Purchaser for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 21. To the extent (and only to the extent) that the laws of Singapore provide for any such compensation to be paid to the Supplier upon the termination of this Agreement, the Supplier hereby expressly agrees to waive (to the extent possible under the laws of Singapore) or to repay to the Purchaser any such compensation or indemnity.

24. DATA PRIVACY

Supplier shall ensure compliance with any applicable data privacy laws and warrants that in relation to any disclosure of personal data to purchaser, the data subjects have agreed and consented to the disclosure to and use of such data by the Purchaser.

25. LIMITATION ON PURCHASER'S LIABILITY

In no event shall Purchaser be liable for anticipated profits or for incidental or

consequential damages suffered by and/or caused to the Supplier. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Order or from the performance or breach thereof shall in no case exceed the price allocable to the Goods or Services or unit thereof, which gives rise to the claim. Purchaser shall not be liable for penalties of any descriptions.

26. SPECIAL CONDITIONS

Where special terms and conditions are stated in the Order, those special terms and conditions shall apply in addition to the general terms and conditions above. In the event of any conflict, the special terms and conditions shall prevail.