PwC

Purchase Order Terms and Conditions

These terms and conditions (“T&Cs”) apply in respect of goods and/or services provided by the Supplier ("you") to a/any PwC Firm(s) (as hereinafter defined) located in Singapore (together "PwC", "we" or “us”) as specified in the attached purchase order ("PO"). “PwC Firm(s)” refer to any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities. "Agreement" means the agreement between PwC and you as set out in these T&Cs and the PO.

1. **Entire agreement**

1.1 This Agreement shall constitute the entire agreement between the parties relating to the provision of the goods and/or services, unless otherwise specified in this Agreement. 1.2 If anything in these T&Cs is inconsistent with the PO, the terms of the PO take precedence over these T&Cs to the extent of the inconsistency.

1. **Acceptance**

2.1 Upon receipt of the PO, you must check it and notify us in writing of any discrepancies you identify before supplying us the goods and/or services. 2.2 Acceptance of the Agreement by you will be deemed to have occurred on the earlier of:(a) your written acceptance of this Agreement being received by us; or (b) your issue of any invoice to us in relation to this supply of goods and/or services specified in the PO and/or, which quotes the PO number; or (c) your commencement of the supply of goods and/or services specified by the PO,

1. **Delivery and Risk of Loss**

3.1 You agree to deliver the goods and/or perform the services described in the PO at the time, place and in the manner stated in the PO. 3.2 Risk of loss of goods supplied remains with you and title will not pass to us until the goods are delivered to the delivery address stated on the PO and accepted by PwC. Goods not in good condition, damaged during delivery or rejected by PwC because they do not conform to the PO will be returned to you at your expense and risk. We will not be liable to pay for returned goods or for any costs or damage arising from inspection, rejection or return of goods. 3.3 Either of us may request a change to the goods or services, or anything else in this Agreement. A change will not be effective unless and until both parties agreed to it in writing.

1. **Fee, Invoicing and Payment**

4.1 You agree to supply the goods and/or services at the price specified in the PO (“Fee”). The Fee includes GST and all taxes. 4.2 All packing, handling, freight, insurance and other delivery charges are at your expense. 4.3 You agree to send all invoices to us upon / after supply of goods and/or services. Within 30 days from the date of the invoice or such other date as mutually agreed in writing, we will pay you for the goods and/or services as specified in the PO.

1. **Warranties**

5.1 You warrant in relation to goods supplied, that: (a) you have good title to the goods and the goods are free from any lien, claim or encumbrance of any kind;(b) the goods are free from defects in design, materials and workmanship; (c) the goods are equal to any sample provided and conform to any specifications or standards provided by you to PwC or as set out in the PO; and (d) the goods are of good and merchantable quality and fit for their intended purpose. 5.2 You warrant that in relation to services performed, you: (a) will provide the services to a high degree of skill, care and diligence and to the satisfaction of PwC (acting reasonably); (b) hold all licences, permits, authorities and consents to perform the services for the duration of the performance of the services;

(c) will comply with all reasonable directions from PwC; and (d) will comply with all applicable PwC policies. 5.3 You warrant that any manufacturer's warranty that applies to the goods and/or services will be transferred to PwC at no cost to PwC. 5.4 If, in our opinion and sole discretion, goods and/or services supplied hereunder breach any of the warranties in this Agreement, PwC may, without prejudice to any other rights or remedies it may have at law or in equity: (a) return the whole or part of the goods at your risk and expense and require you to replace or repair the goods, or re-perform the services, to our satisfaction and within the reasonable timeframe specified by PwC; or (b) withhold payment and request a full refund of the Fee paid by us to you for those goods or services, which refund must be paid within 30 days from receipt of a written request from PwC.

1. **Term and Termination**

6.1 PwC may immediately terminate this Agreement, in whole or in part, at any time by written notice to you. In such case, our liability to you will be limited to the payment for goods supplied or services performed in accordance with this Agreement up to and including the date of termination. 6.2 Clauses 4, 5, 6, 7, 8, 10, 11, 12 and 18 continue to apply after termination of this Agreement.

1. **Insurance**

7.1 You must, at your own expense, effect adequate insurance against any risk or liability arising out of or in connection with the goods and/or services, including but not limited to insurance for workers compensation, public liability and professional indemnity. 7.2 If notified in writing by us, you must effect and maintain at your own expense, such insurance which we may reasonably require having regard to the nature of the goods and/or services. 7.3 You agree to provide evidence of such insurance to us at our request.

1. **Liability and Indemnity**

8.1 You agree to indemnify PwC against all liabilities, losses, claims, costs, damages or expenses which PwC incurs or is liable for in connection with any: (a) act or omission by you or your servants, agents, suppliers or subcontractors in connection with the provision of the goods and/or services; (b) breach by you of this Agreement; or (c) third party claims brought against PwC arising out of or in relation to the provision of the goods or services by you. 8.2 The total aggregate liability of PwC for any loss or damage resulting from, or in relation to, the goods and/or services supplied under this Agreement is limited to the total amount paid by PwC to you for the goods and/or services. 8.3 To the extent permitted by law, we exclude all liability for any indirect, incidental, economic, special or consequential loss, expense or damages whatsoever incurred by or awarded against you arising in any way out of or in relation to this Agreement.

1. **Information**

9.1 You agree to: (a) ensure that information provided to PwC is accurate, complete and not misleading as we may rely on this information and will not verify it in any way; and (b) alert PwC to changes to information provided to it.

1. **Confidentiality and Privacy**

10.1 Clauses 10.2 to 10.5 are subject to clause 10.6. 10.2 For the purposes of this Agreement, "Confidential Information" means all non-public information which either party receives or produces in connection with the supply of the goods and/or services under this Agreement, but does not include information: (a) generally available to the public (other than as a result of a breach of this clause); (b) known to either party prior to the issue of the PO; or (c) received from a third party who owes no obligation of confidence in respect of the information. 10.3 Both parties agree to take all necessary steps to keep Confidential Information confidential and to not disclose any Confidential Information of the other party without the other party's written consent, except if such disclosure is required by law or regulation. 10.4 You agree to not make any public statements or representations about us or use our name or brand without our prior written consent.10.5 In connection with this Agreement, each party provides personal data to the other in accordance with any applicable data protection laws and regulations. 10.6 You and/or your officers, employees, agents and/or contractors may be required to enter into separate confidentiality agreements with PwC, in the form and manner prescribed by PwC, for the purposes of meeting our confidentiality requirements. The terms of any such confidentiality agreements shall be deemed to be incorporated herein by this reference and will override clauses 10.2 to 10.5 of this Agreement

1. **Intellectual Property**

11.1 PwC owns all intellectual property rights in any materials created during the performance of the services under this Agreement. You retain ownership of any intellectual property rights in any materials existing at the date of this Agreement or developed independently of the services provided under this Agreement ("Existing Materials"). 11.2 You hereby grant to PwC an irrevocable, royalty-free, perpetual, worldwide, non-exclusive, non-transferrable licence to use, adapt, modify or exploit the Existing Materials incorporated into a deliverable under this Agreement.

1. **Disputes**

12.1 If any dispute arises between us in relation to this Agreement the parties will attempt to resolve the dispute in good faith by senior level negotiations before commencing legal proceedings. However, this clause does not prevent a party from seeking urgent interlocutory relief from a court.

1. **Force Majeure**

13.1 Subject to clause 14, neither party will be liable to the other for any delay or failure to fulfil their obligations under this Agreement to the extent that any such delay or failure arises due to an unforeseen event beyond their reasonable control, such as airline strikes, acts of God or civil disturbances, which is not otherwise dealt with in this Agreement ("Force Majeure"). Both parties agree to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.

1. **Event Suppliers**

14.1 This clause 14 shall only apply if you are an Event Supplier and the PO has been issued for goods and/or services relating to a PwC event or function. “Event Supplier” means any entity or business supplying PwC with goods and/or services in relation to a PwC event or function (including but not limited to venue hire, catering, theming hire, audio visual hire, photography and entertainers/ performers/ speakers). 14.2 If, as a result of a Force Majeure, and after using reasonable endeavours to overcome the Force Majeure to the extent practicable, a party is unable to perform its material obligations under this Agreement or PwC gives notice that, because of the Force Majeure, it will not be able to receive the full benefit of your goods and/or services or does not require the goods and/or services as originally specified, either party may immediately terminate this Agreement by giving written notice to the other. In such case, PwC will not be required to pay for any of the outstanding goods and/or services to be provided by you and you must immediately repay to PwC any and all fees already paid in advance for or in relation to those goods and/or services.

1. **Relationship**

15.1 You are our independent contractor. You agree that we are not in a partnership, joint venture, fiduciary, employment, agency or other relationship with you. Neither party has power to bind the other.

1. **Assignment**

16.1 You may not assign or deal with your rights or obligations under this Agreement without our prior written consent. We may assign or transfer our rights and obligations under this Agreement to a PwC Firm successor of all that part of our business to which this Agreement relates.

1. **Variation**

17.1 This Agreement may only be varied, in whole or in part, by agreement in writing signed by both parties.

1. **Governing Law**

18.1 This Agreement will be governed by and interpreted in accordance with the laws in force in Singapore. Both parties submit to the exclusive jurisdiction of the courts of Singapore and waive any right either party might have to claim that those courts do not have jurisdiction or are an inconvenient forum.

**19. Third Party Rights**

19.1 The Contracts (Rights of Third Parties) Act (Cap 53B) (the “Act”) shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement shall have no right under the Act to enforce the Agreement or any of its terms.