

CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS

In these Conditions for Purchase Orders (the “Conditions”), unless the context otherwise requires:

- (a) “Company” means Schenker Singapore (Pte) Ltd.
- (b) “Contract” includes the Conditions and the purchase order issued by the Company to the Supplier for the supply of the Goods and/or Services (the “Purchase Order”).
- (c) “Goods” means all goods, products, materials or items, including any parts or units thereof, which the Supplier is required to provide under the Contract.
- (d) “Services” means the services that the Supplier is required to provide under the Contract.
- (e) “Supplier” means the person, firm or company providing the Goods and/or Services to the Company.

2. SCOPE

The Supplier shall provide the Goods and/or Services to Company, in accordance with all requirements, specifications, plans, designs, samples or instructions, as may be applicable, pursuant to the Contract.

3. DELIVERY AND PERFORMANCE

- 3.1 Delivery of the Goods and performance of the Services shall be effected by the Supplier by the delivery date(s) or performance date(s), and in the manner, as specified in the Purchase Order.
- 3.2 Title to and risk of any loss of or damage to Goods shall remain with the Supplier until delivery of such Goods is duly made to the Company, in accordance with the Contract.

4. GUARANTEE

- 4.1 The guarantee period shall, in the context of Goods, commence on the date of receipt of the Goods by the Company; and in the context of Services, commence on the date of completion of the Services (the “Guarantee Period”). The length of the Guarantee Period shall be as stated in the Purchase Order.
- 4.2 In the event that during the Guarantee Period, any Goods are found:

- (a) to be defective in its design, materials or workmanship; or
- (b) not to be in accordance with the Contract or any specifications under the Contract; or
- (c) to fail to function properly, or meet any performance standards or specifications under the Contract,

then the Supplier shall, at its own cost and expense, upon the written notification of the Company, replace or completely repair such Goods. Any replacement Goods shall be subject to the same acceptance tests as the replaced Goods, and any repaired Goods shall be subject to such parts of the said acceptance tests as are necessary to ascertain that such repaired Goods are acceptable. The Guarantee Period for the replacement or repaired Goods shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of acceptance of the replaced or repaired Goods by the Company.

- 4.3 If any Services performed are found during the Guarantee Period to be deficient, the Supplier shall, at its own cost and expense, upon the written notification of the Company, re-perform such Services. The Guarantee Period for the re-performed Services shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of completion of the re-performed Services.

5. PAYMENT

- 5.1 Unless otherwise specified in the Contract, the Company shall, within sixty (60) days after the delivery of the Goods or the performance of the Services, and upon presentation by the Supplier of its commercial invoice(s), copies of the Purchase Order(s) and delivery order(s), and such other documents as may be required under the Contract, all in proper form, pay the Supplier the price of the Goods so delivered or the Services so performed. For payment by telegraphic transfer, the Company shall pay into the bank account as specified by the Supplier in its commercial invoice(s). All bank charges for the telegraphic transfer outside Singapore shall be borne by the Supplier.
- 5.2 The payments made under this Clause 5 shall be without prejudice to the Company's right to reject any Goods or Services, or the Supplier's responsibility to replace or repair any defective or damaged Goods, or re-perform any deficient Services, in accordance with the Contract.

6. INDEMNIFICATION AND INSURANCE

- 6.1 The Supplier shall indemnify the Company against, and hold the Company harmless from, any loss, damage, claim, action, proceedings, liability, fine, penalty and any other consequences arising from or in connection with any injury to or death of any person, or any loss of or damage to any property, if and to the extent that the same is caused by any act omission of the Supplier.

- 6.2 The Supplier shall maintain insurance from reputable insurance companies covering its liabilities under this Contract.

7. DELAY AND LIQUIDATED DAMAGES

- 7.1 If the Supplier fails to deliver any Goods or perform any Services by the delivery Date or performance date specified in the Purchase Order, the Supplier shall pay to the Company, as liquidated damages, an amount calculated at the rate of one-tenth of one percent (0.1%) of the price of the Goods and/or Services so delayed, subject to a minimum amount of S\$10.00 per day for each day of delay (including Sundays and public holidays), up to a maximum of ten percent (10%) of the price of the Goods and/or Services so delayed.
- 7.2 In the event that the liquidated damages incurred by the Supplier for the delayed Goods and/or Services reaches the said ten percent (10%), the Company may elect to terminate the Contract or part thereof, by giving immediate written notice of such termination to Supplier.
- 7.3 For the purpose of computing liquidated damages under this Clause 7:
- (a) each incidence of delay in supply or performance shall be treated as a separate liquidated damages claim subject to its own daily minimum value;
 - (b) in the case of delivery of Goods or performance of Services by instalments, each actual instalment made shall be attributed, in strict order, to the earliest unfulfilled contractual instalment; and
 - (c) where any Goods or Services are rejected by the Company, the Supplier shall be deemed to have failed to supply the Goods and/or Services so rejected and to have not delivered the Goods and/or Services to the Company.
- 7.4 The remedies available under this Clause 7 are without prejudice to any other remedies available to the Company, whether under this Contract, at law or otherwise.

8. DEDUCTION AND SET-OFF

Without limiting the Company's right under the Contract, the Company may deduct or set-off any amount due from the Supplier to the Company from any amount payable by the Company to the Supplier, pursuant to the Contract.

9. CONFIDENTIALITY

Except with the prior consent in writing of the Company, the Supplier shall not disclose the existence of the Contract or any provisions thereof, or any other information as may be disclosed or provided to the Supplier by or on behalf of the Company, to any third party, except the Supplier's employees, agents or

subcontractor(s), on a need-to-know basis. In the event that such disclosure is necessary, the Supplier shall ensure that such employees, agents or subcontractor(s) are bound by an obligation of confidentiality similar to that provided hereunder.

10. COMPLIANCE

- 10.1 The Supplier and its employees, agents and subcontractor(s) shall comply with all applicable laws and regulations, including but not limited to anti-corruption and/or anti-bribery laws and regulations, anti-competition and/or anti-trust laws and regulations, and data protection and/or privacy laws and regulations (including the Personal Data Protection Act 2012), in the performance of its obligations under the Contract.
- 10.2 The Supplier and its employees, agents and subcontractor(s) shall comply with the Company's DB Code of Conduct for Business Partners (a copy of which shall be provided by the Company, upon request by the Supplier), in the performance of its obligations under the Contract.
- 10.3 The Supplier shall obtain and maintain, at its own cost and expense, all such licences, permits, approvals and consents as may be required under the applicable laws and regulations, for the performance of its obligations under the Contract.

11. INTELLECTUAL PROPERTY

The Supplier warrants that, to the best of its knowledge, the Goods do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know-how and any other rights arising from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Supplier shall indemnify the Company and its officers or departments against all Intellectual Property infringement claims, including any costs and expenses in respect thereof.

12. TAXES

Except as otherwise provided in the Contract, the Supplier shall be responsible for all corporate and personal income taxes, duties, levies, assessments and any other taxes as may be payable by the Supplier or its employees, in relation to the performance of its obligations under the Contract, under all applicable laws and regulations.

13. FORCE MAJEURE

- 13.1 Force Majeure means any Act of God, war, terrorism, riot, civil commotion, strike, lock-out, other industrial action, or any other circumstances beyond the control of the Supplier.

13.2 Where the Supplier is prevented from or delayed in performing any of its obligations under the Contract ("the Affected Obligation") by any event of Force Majeure, this Contract shall not be frustrated but, if:

- (a) the said Force Majeure event is beyond the reasonable expectation of the parties and the Supplier cannot reasonably be expected to have avoided or overcome it or its effect; and
- (b) the Supplier has notified the Company in writing within one (1) day after the commencement of such event of Force Majeure,

the Supplier shall be given such extension of time in respect of the performance of the Affected Obligation(s) as may be reasonable, having regard to the nature and duration of such event of Force Majeure, the effect(s) of such event of Force Majeure on the Supplier's performance, and the Supplier's duty to mitigate such effect(s).

13.4 If the extensions of time granted under this Clause 13 exceed a period of thirty (30) days in the aggregate, the Company may terminate this Contract by giving a further seven (7) days' notice in writing to the Supplier, without incurring any liability.

14. BREACH AND TERMINATION

In the event of any breach of the Contract by the Supplier, the Company may give notice in writing of such breach to the Supplier, and the Supplier shall, if and to the extent that such breach is capable of remedy, remedy the same within seven (7) days from the date of such notice. If the Supplier fails to do so, or if such breach is not capable of remedy, the Company shall have the right to terminate the Contract (or any part thereof), by giving notice in writing of such termination to the Supplier.

15. SUBCONTRACT & ASSIGNMENT

The Supplier shall not subcontract the Contract, or assign or transfer any of its rights or obligations under the Contract, whether in whole or in part, to any third party, except with the written consent of the Company.

16. WAIVER

Unless otherwise expressly provided for in this Contract:

- (a) no waiver, election, renunciation or affirmation by each party shall be effective unless it is expressly set out in writing and signed by that party's authorised representative(s); and
- (b) all rights of the parties shall be cumulative, and the exercise of any right by either party shall not be deemed to be a waiver of or an estoppel against the exercise of any other right by such party.

17. VARIATION

No variation of this Contract shall be effective unless it is expressly set out in writing and signed by both parties' authorised representative(s).

18. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by, and construed in accordance with, the laws of Singapore. The parties irrevocably submit themselves to the exclusive jurisdiction of the Courts of Singapore.