

PURCHASE ORDER STANDARD TERMS & CONDITIONS

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These Terms govern the purchases of Goods and/or Services by Fonda Global Engineering Pte. Ltd. and its group of companies including any of their subsidiaries, related, associated and/or affiliate companies or the entity which issued the relevant Purchase Order (the "**Company**") from you, the Seller (each, a "**Party**" and collectively, the "**Parties**"). Purchase Orders of the Company are strictly subject to these Terms, by accepting the Purchase Order, the Seller shall be considered to have accepted these Terms. Please read these Terms carefully.

1. Definitions and Interpretation

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in these Terms:

- (a) "**Company**" shall have the meaning ascribed to it in the introduction / preamble above.
- (b) "**Contract**" refers to the Form of Agreement, the Purchase Order, Specifications and shall include, where applicable, the customer's contracts or their relevant provisions thereof.
- (c) "**Delivery Address**" refers to the address mentioned on the Purchase Order.
- (d) "**Due Date**" refers to the delivery date of the Goods or completion date of the Services as dictated in the Purchase Order.
- (e) "**Form of Agreement**" refers to any agreements and special terms and conditions (other than the Terms in this document), including such annexes, schedules or appendixes, which are agreed in Writing between the Company and the Seller, usually upon or after the issuance of the Purchase Order, in connection with the sale and purchase of the Goods and/or the supply and acquisition of the Services.
- (f) "**Goods**" refers to goods described in the Purchase Order and/or Contract.
- (g) "**Price**" refers to the price of the Goods and/or Services.
- (h) "**Purchase Order**" refers to the Company's purchase order where these Terms are attached and agreed upon by the Seller.
- (i) "**Seller**" refers to the person as identified in the Purchase Order.
- (j) "**Services**" refers to the services as specified in the Purchase Order and/or Contract.
- (k) "**Specifications**" consists of any plans, drawing, data or other information linked to the Goods or Services.
- (l) "**Terms**" refers to the standard terms and conditions of purchase set out in this document.
- (m) "**Writing**" includes writing whether hard written or typed in the form of a telex, cable, facsimile transmission and comparable means of communication.

1.2 Any references in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

2.1 This Purchase Order constitutes the Company's offer to purchase the Goods and/or Services, subject to the Terms set out herein. The Company's obligations under this Contract are conditional upon the Seller's acceptance of all the terms of this Contract.

2.2 The Seller accepts and agrees that all the Terms shall apply to the Goods and/or Services to the fullest extent permitted under the law, and exclude any other terms and conditions including those which the Seller may purport to apply under any quotation, sales offer or similar document. Any reference or attachment of the Seller's quotation, whether in the Purchase Order, these Terms or in the Contract, shall not constitute any acceptance of the Seller's Quotation and the Seller's Quotation shall not form part of this Contract.

2.3 Where the Company's purchase of goods and/or services is for and/or in connection with a specific project or a client, the goods and/or services purchased shall be delivered strictly in

accordance with the requirements of and/or the contract in relation to that project. In that regard, the applicable clauses of that project or client's contract shall be incorporated herein on a back-to-back basis as if the Seller entered into those clauses with the client and/or for the project, and the Seller shall comply with all the terms therein.

2.4 No change or variation to the Purchase Order, Terms or Contract agreed between the Parties shall be binding unless mutually agreed in Writing between the authorized representatives of the Company and the Seller.

2.5 The Purchase Order shall lapse unless unconditionally accepted by the Seller in writing within fourteen (14) days from the date of the Purchase Order. Upon acceptance, there shall be a binding Contract formed between the Company and the Seller. Dispatch or delivery of the Goods and/or performance of the Services by the Seller shall be deemed conclusive evidence of the Seller's acceptance of the Purchase Order and the Terms.

3. Specifications

3.1 The Company may set out the *quantity, quality, description, delivery schedule* and all other requirements in the Purchase Order and/or Specification supplied to the Seller or agreed in Writing by the Company.

3.2 The Company may make any changes to the Purchase Order and/or Specification or the place of delivery, by giving notice to the Seller. These Terms are subject to change at any time at the Company's sole discretion and it is the Seller's responsibility to ensure that the Seller is up to date with the Terms.

3.3 The Seller shall not disclose to any third party or use any Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or if the disclosure or use is required for the purpose of the Contract.

4. Inspection

4.1 The Seller shall comply with all applicable laws, rules, regulations or requirements in connection with the Goods and/or Services, whether in connection with their *production, packaging, performance* or otherwise.

4.2 The Company shall be allowed to inspect and test the Goods and/or Services at any time and the Seller shall not deny the Company's request to do so, whether at the premises of the Seller or otherwise, prior to dispatch. The Seller shall provide the Company with full access and all necessary facilities for inspection and testing.

4.3 The Company's inspection or tests shall not be a valid reason for the Seller to delay the delivery or performance of the Goods and/or Services. The Seller shall factor and is deemed to have factored all resources required for such inspections or tests in its quotations. The inspection or test of the Goods and/or Services or a failure to do so shall not affect the Company's rights to reject the Goods and/or Services or any other rights under the Contract

4.4 In the event the Company is unsatisfied following its inspection or testing that the Goods and/or Services will comply in all respect with the Contract, and the Company informs the Seller of its dissatisfaction within thirty (30) days of inspection or testing, the Company may reject the Goods and/or Services, or require the Seller to correct or replace them without charge or require a reduction in Price and the Seller shall comply accordingly.

4.5 All Goods shall be marked in accordance with the written instruction of the Company and/or the carrier, if assigned by the Company to deliver the Goods, and properly packed, secured and delivered to their destination without any damage whatsoever.

5. Delivery: Acceptance and Rejection

- 5.1 The Seller shall deliver the Goods and/or perform the Services according to the quantities, standards, description, delivery dates scheduled and requirements in the Purchase Order and/or the Specification. The Goods and/or Services procured shall be free from any defects in design, material or workmanship and fit for all purposes and intent for which the Goods and/or Services are procured.
- 5.2 The Seller shall *dispatch, courier and deliver* the Goods and/or perform the Services at its own cost and expenses. If the Goods are not delivered or the Services are not performed in accordance with the delivery schedule, the Company shall (without prejudice to any other remedy under the Contract or otherwise) have the right to deduct from the Price or (if the Company has paid the Price) to claim from the Seller liquidated for delay damages (at the corresponding rates imposed by the customer or in its absence, up to [8] percent of the Price per day) and/or claim for all losses, damages, costs and expenses it may suffer as a result of non-compliance thereof.
- 5.3 No Goods and/or Services, whether in whole or in part, shall be deemed to be accepted by the Company until after the Company (or its customers have) actually inspected the Goods and/or Services and ascertained that they are in accordance with the Contract.
- 5.4 The Company may by notice to the Seller reject any Goods and/or Services, which are not in accordance with the Contract until a reasonable time after such inspection; and set off against any payment due to the Seller, whether under this Contract or otherwise, the Price of such Goods and/or Services. The Seller shall collect and/or dispose such Goods (whether in the Company's premises or otherwise) as soon as possible, failing which the Company may dispose of them as it thinks fit without any further reference to the Seller and charge the Seller for any costs incurred in connection with such disposal.
- 5.5 Without prejudice to any of the Company's rights under the Contract, where any of the Goods and/or Services supplied to the Company are not in accordance with the Contract, the Company may require the Seller, forthwith upon notice being given, to either repair or replace such Goods and/or Services. If it is necessary to open up, disable or dismantle any other works or structures to enable such repair or replacement, the Seller shall bear the cost of such opening up or dismantling and of re-assembly and making good after repairs, replacements and testing of such Goods have been completed to the Company's reasonable satisfaction.
- 5.6 If the Seller fails to comply with the notice mentioned in clause 5.5, the Company may appoint a substitute Seller to repair or replace such Goods and/or Services and the Seller shall bear for any additional cost and expenses incurred by the Company in so doing.
- 5.7 If the Goods are damaged on delivery or have been lost in transit, the Company may issue a notice to the Seller to that effect and the Seller shall immediately repair or replace such Goods damaged or lost in transit free of charge. The Company shall not acknowledge due delivery of the Goods and/or Services to have taken place until replacement or repaired Goods and/or Services have been delivered by the Seller to the Company. The Company reserves the right to hold such damaged Goods at the Seller's risk or to return them at the risk of the Seller.
- ## 6. Risk and Title
- 6.1 Subject to clause 5, risk of loss of or damage to the Goods shall pass to the Company only on acceptance of delivery by the Company in accordance with the Contract.
- 6.2 Title to the Goods shall pass to the Company on delivery, save where the Goods have been paid prior to delivery in which event the title to the Goods shall pass to the Company when payment has been made and the Goods have been appropriated to the Contract.
- 6.3 All equipment, tools, parts or things provided by the Company to the Seller shall remain the exclusive property of the Company and shall be maintained in good order and condition while in the Seller's possession or control and shall be insured

by the Seller in the name of the Company on an "all risks" basis for their full replacement cost.

- 6.4 The Seller shall not use the Company's property referred to in clause 6.3 above nor allow it to be used for any purpose other than the supply of Goods and/or Services in accordance with the Contract. The Company may require the Seller to clearly mark and identify the Company's property as belonging to the Company and the Seller must not deface, alter or remove such identifying marks. The Seller shall permit the Company to enter the premises where its property is kept to inspect and/or take possession thereof.

7. Price

- 7.1 The Price of the Goods and/or Services shall be set out in the Contract/Purchase Order and unless otherwise so stated, shall be inclusive of any sales, use, goods and services, custom, value-added or any other taxes, duties or levies; and all costs, charges and expenses for packaging, shipping, carriage, insurance and any other disbursements incurred in connection with the delivery of the Goods and Services, which shall be borne by the Seller.
- 7.2 Notwithstanding the Price, the Company shall be entitled to any discount or rebate for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on the Purchase Order.
- 7.3 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) by the Seller without the prior consent of the Company in writing.
- 7.4 Unless otherwise stated in the Purchase Order and/or Contract, the Seller shall issue an invoice to the Company on or at any time after the delivery and acceptance of the Goods and/or Services and each invoice shall quote the Purchase Order number.
- 7.5 Unless otherwise stated in the Purchase Order and/or Contract, the Company shall pay the Price of the Goods and/or Services within sixty (60) days, upon receiving the same from the client, or where there are no payment terms imposed by the client, of the month end of the receipt by the Company of the invoice or if later, after acceptance of the Goods and/or Services by the Company.
- 7.6 The Seller warrants that the Price shall not exceed current prices charged to any other customers of the Seller for goods and services of the same or substantially similar quality and/or quantity as the Goods and/or Services. The Seller shall refund or the Company may set out against subsequent invoices any amounts paid by the Company in excess of such prices.
- 7.7 The Company shall be entitled at all times to set off any amount owing at any time from the Seller to the Company and/or any amount for which the Seller may be liable against any amount payable at any time by the Company to the Seller.

8. Warranties, Liability and Indemnities

- 8.1 The Seller warrants to the Company that the Goods and/or Services:
- (a) shall be new and conform to any applicable Specifications, samples and standards;
 - (b) shall be merchantable, of the highest quality, and fit for the purchase for which the Goods and/or Services are procured;
 - (c) shall be free from any apparent and latent defects in design, material and workmanship;
 - (d) shall be free from any liens or encumbrances on title;
 - (e) shall not infringe on and be unhindered from any third-party rights including intellectual property rights; and
 - (f) shall correspond with all relevant laws, regulations, rules (including license or permit), requirements, whether statutory or otherwise, as may be amended, substituted or revised from time to time (including those of the country in which the Goods and/or Services are delivered or sold).
- 8.2 The Seller accepts that the Company relies on, *inter-alia*, the Seller's skill and judgement in the design, manufacture, testing, quality control, reliability and functioning of the Goods

or any part or unit thereof and on the Seller's judgement and skill for any and all of the Services performed.

- 8.3 The Seller warrants to the Company that all Services shall be performed by appropriately qualified and trained personnel, in accordance with the highest industry standards with due care and diligence and to the highest standard of quality.
- 8.4 The Seller warrants to the Company that:
- (a) it shall comply with all laws and all applicable industry standards and codes of conduct in performing its obligations under the Contract; and
 - (b) it has authority to enter into, perform and observe its obligations under this Contract.
- 8.5 Without limiting any right or remedy of the Company, in the event any Goods and/or Services are not supplied or performed in accordance with the Contract, the Company shall be entitled to do the following:
- (a) require the Seller to repair the Goods or to supply suitable replacement Goods or Services in accordance with the Contract within seven (7) days upon written notifications; and/or
 - (b) reject the Goods and/or Services or, in the case of failure to deliver/performance of the same by the due date, reject any subsequent delivery / performance of the Goods and/or Services; and/or
 - (c) cancel the Purchase Order in respect of all or part of the Goods and/or Services and/or terminate this Contract; and/or
 - (d) require prompt repayment by the Seller of all or part of the Price which has been paid; and/or
 - (e) purchase, at its sole option, replacement Goods and/or Services and charge the Seller for any loss incurred thereon; and/or
 - (f) claim damages and indemnify for any loss incurred as a result of or in connection with the Seller's breach of the Contract.
- 8.6 The Seller shall indemnify the Company in full against all liability, losses, damage, costs and expenses (including legal expenses on an indemnity basis) awarded against, suffered or incurred by the Company, its employees, agents or contractors as a result of or in connection with:
- (a) breach of any warranty given by the Seller in relation to the Goods and/or Services;
 - (b) any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Company;
 - (c) any allegations or claim that the Goods and/or Services infringe, or their importation, use or resale infringe any intellectual property
 - (d) rights violates or breach of any warranty given by the Seller in relation to the Goods and/or the Services;
 - (e) any liability under any law;
 - (f) any act or omission of the Seller and/or its employees, agents or sub-contractors in supplying, delivering and performing the Goods and/or Services any of the Seller's personnel in connection with the performance of the Services; and
 - (g) damage to property or death or personal injury caused to any person in the course of the provisions, use or operation of the Goods and/or Services or any part thereof, and it is shown that such damage, death or injury is caused or contributed by the Seller.
- 8.7 **Product Liability:** The Seller shall be responsible for and indemnify the Company and/or its clients, officers, employees, agents, contractors or representatives in full against all liability, losses, damage, costs and expenses (including legal expenses on an indemnity basis) awarded against, suffered or incurred by the Company, its clients, employees, agents or contractors or any other persons as a result of or in connection with defective or malfunctioning of the goods and/or services

procured under the Purchase Order including any damages, injury or harm caused to third party persons.

9. Termination

- 9.1 The Company shall be entitled to cancel the Purchase Order in respect of all or part of the Goods and/or Services and/or terminate the Contract by giving notice to the Seller at any time prior to delivery or performance, in which event the Company's sole liability will be to pay to the Seller the Price for Goods or Services supplied to and accepted by the Company prior to such termination.
- 9.2 The Company shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
- (a) the Seller makes any voluntary arrangement with its creditor or (being a company) becomes subject to an administration Purchase Order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction); or
 - (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - (c) the Seller ceases, or threatens to cease, to carry on business; or
 - (d) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 9.3 For Default: The Company may terminate this Contract without liability for the Seller's default in accordance with clause 8.4.
- 9.4 Termination of this Contract shall not affect the rights accrued prior to termination.

10. Intellectual Property Rights

- 10.1 All documents, specifications, materials, equipment and parts submitted by the Seller in connection with the Contract, together with the copyright, design rights or any other intellectual property rights therein, furnished or paid for by the Company shall be and remain the exclusive property of the Company. The Seller hereby assigns with full title and guarantee to the Company all such copyright, design rights and other intellectual property for no further consideration, save for the payment of the Price.
- 10.2 Where required by the Company, the Seller shall execute such document or do such acts or things as may be required to perfect the assignment thereof. This provision shall survive termination or completion of the Contract.

11. Gifts, Inducements and Rewards

The Company shall be entitled to terminate this Contract immediately and recover from the Seller any damages and loss resulting from such termination, if the Seller shall have offered or given to any person any gift or consideration of any kind as an inducement, reward for doing, forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Contract with the Company or for showing or forbearing to exhibit favor to any person in relation to any agreement with the Company, or if the like acts shall have been done by any person employed by the Seller or acting on its behalf (whether with or without the Seller's knowledge) or if in relation to any acting on its behalf shall have committed any offence under any law or shall have abetted or attempted to commit such an offence or shall have given any benefit the receipt of which is an offence under law.

12. Records and Audit

- 12.1 The Seller shall maintain such data, records and information necessary for the performance and administration of this Contract, and to satisfy any legal or regulatory requirements. The Seller shall retain such data, records and information for a period of five (5) years, or for a longer period if required by law. The Seller will provide annual reports to the Company of its compliance with this clause in a format as reasonably required by the Company. This clause shall survive termination or expiry of this agreement for the duration of the data retention period stated herein.

- 12.2 The Seller will make available to the Company and its auditor all data, records and information held by Contractor in relation to its performance of the Project and the Services, and permit access to the Company and its auditors the business premises of the Seller, or any premises where such data, records and information are held, for the purposes of an on-site inspection or audit upon seven (7) days prior written notice to the Seller.
- 13. Anti-Corruption and Bribery**
- 13.1 The Company takes a very serious view against any act of corruption or bribery, in particular those committed on or by its employees and staff. The Seller shall comply with all applicable laws, rules and regulations relating to anti-corruption and anti-bribery, including those in the jurisdiction where it is incorporated or registered and the jurisdiction where the services will be performed (the "Regulatory Requirements").
- 13.2 The Seller shall not engage, whether directly or indirectly, in any conduct which would constitute an offense under any of the Regulatory Requirements.
- 13.3 The Seller represents and warrants, in relation, to the services contemplated under this Contract, that no payments, gifts, transfers of value, favors or other advantages (nor any offer or promise of any of the foregoing) have been made or will be made, directly or indirectly, to the staff or employees of the Company, any government or public officials or other persons or organizations:
- (a) to influence, induce or reward any official action or any performance of a function or activity, whether by that official, person or others;
 - (b) for an improper or illegal purpose; and/or
 - (c) to secure any advantage or benefit.
- 13.4 The Company has the right to suspend any payment and/or terminate this Contract forthwith without liability or prejudice to any other rights or remedies it may have thereunder this Contract or otherwise if the Seller fails to comply with clauses 13.1 or 13.2 or if the representation or warranty made by the Seller under clause 13.3 is false or misleading.
- 14. Survival**
Clauses 5, 6, 7, 8, 10, 11, 12 and 13 shall survive the termination or expiration of the Contract / Purchase Order. All other clauses shall also survive if they are so intended in the Contract / Purchase Order.
- 15. Miscellaneous**
- 15.1 Non-Waiver: No waiver by the Company of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.2 Prohibition Against Sub-contracting: The Seller shall not assign sub-contract license or otherwise dispose of any part of its rights or obligations under the Contract without the Company's prior written consent; and any such subcontract, if approved, shall be made subject to all the terms and conditions in this Contract as the Company may require.
- 15.3 Notices: Any notice required or permitted to be given by either Party to the other under these Terms shall be in Writing addressed to that other party at its registered office or 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.
- 15.4 Severability: If any provision of the Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remaining provisions shall not be affected thereby.
- 15.5 No Third-Party Rights: Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contract (Rights of Third Parties) Act (Cap. 53B).
- 15.6 No Partnership, etc.: Nothing in this Contract shall create, or be deemed to create a partnership, agency or employer-employee relationship between the Parties.
- 15.7 The Parties expressly acknowledge that they have read the Contract, the Purchase Order, the Specification and all other documents pertaining to the Goods and/or Services and understood their provisions.
- 15.8 No promise, inducement, representation or agreement save as expressly set forth in this Contract has been made to or by the Parties.
- 16. Entire Agreement**
The Parties agree that this Contract constitutes the entire agreement between the Parties with respect to this Contract and that it supersedes all prior or contemporaneous proposals, quotations, agreements, negotiations, representations, warranties, understandings, correspondence and all other communication (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Contract.
- 17. Priority of Documents**
- 17.1 The Purchase Order shall supersede and override any terms and conditions in the preceding quotation, invoice or correspondences by the Seller. In the event of any conflict, inconsistencies or ambiguity, the provision shall govern in the following priority:
- (a) the Form of Agreement (if any);
 - (b) the Purchase Order; and
 - (c) the Company's correspondences or directions to the Seller.
- 18. Company Codes and Policies**
The Seller shall be au fait and comply with all of the Company's internal codes and policies which may be found and uploaded on its website from time to time.
- 19. Governing Law and Dispute Resolution**
- 19.1 This Contract shall be governed by and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the non-exclusive jurisdiction of the Singapore Courts.
- 19.2 The commencement of any proceedings under this clause shall in no way affect the Seller's continual performance of its obligations under this Contract, save where they relate to the subject matter of such proceedings.
- 19.3 Unless otherwise stated, the UN Convention on Contracts for International Sale of Goods shall not apply to the Purchase Order / Contract.