

# STANDARD TERMS & CONDITIONS OF PURCHASE

## 1 Interpretation

### 1.1 In these Conditions:

'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless context otherwise requires) includes any special terms and conditions agreed in Writing between EPS (2008) PTE LTD (herein referred to as EPS (2008) PTE LTD) and the Seller.

'CONTRACT' means of Agreement and the Order.

'DELIVERY ADDRESS' means the address stated on the Order.

'FORM OF AGREEMENT' means the form of for the sale and of Goods and the supply and acquisition of Services between EPS (2008) PTE LTD and the Seller, including all

'GOODS' means the goods (including any instalment of the goods or any part of them) described in the Order.

'DUE DATE' means the delivery date of the Goods or completion date of the Services as stated on the

'ORDER' means EPS (2008) PTE LTD' purchase Order to which the Conditions are attached and duly accepted by the Seller pursuant to the Conditions herein.

'PRICE' means the price of the Goods and/or the charge the Services.

'SELLER' means the person so described in the Order.

'SERVICES' means the services (if any) described in the Order.

'SPECIFICATION' includes any plans, drawings, data or other information relating to the Goods or Services.

'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 reference in these Conditions to a statute or a provision of a statute shall construed as a to that statute or provision as amended, re-enacted or extended at the relevant time.

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

## 2. Basis of Purchase

### 2.1 The Order constitutes an Offer by EPS (2008) PTE LTD to purchase the Goods and/or acquire the Services subject to the Conditions. The parties acknowledge that the Conditions shall apply to both Goods and Services to the extent appropriate as the case may be.

### 2.2 The Conditions shall apply to the Order to the exclusion of any other terms and conditions including any terms and conditions which the Seller may purport to apply under any quotation, sales offer or similar document.

### 2.3 The Order Will lapse unless unconditionally accepted by the Seller in Writing within 14 days from the date of the Order. Upon acceptance, there shall be a binding Contract formed between EPS (2008) PTE LTD and the Seller.

### 2.4 Dispatch or delivery of the Goods and/or performance of the Services by the Seller be deemed conclusive evidence of the Seller's acceptance of the Order and the Conditions.

### 2.5 NO variation to the Order or the Conditions including any special terms and conditions agreed between the parties shall be binding unless mutually agreed in Writing between the authorized representatives of EPS (2008) PTE LTD which is the Managing Director and the Seller.

## 3. Specifications

### 3.1 The quantity, quality and description of the Goods and the Services shall, subject the Conditions, be as specified in the Order and/or in any applicable Specification supplied by EPS (2008) PTE LTD to the Seller or agreed in Writing by EPS (2008) PTE LTD.

### 3.2 Any Specification supplied by EPS (2008) PTE LTD to the Seller or specifically produced by the Seller for EPS (2008) PTE LTD in connection with the Contract, together with copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of EPS (2008) PTE LTD. The Seller shall not disclose to any third party or use any such Specification except to the extent that 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.

### 3.3 The Seller shall comply with all applicable regulations and Other legal requirements concerning the Manufacturing, packaging and delivery of the Goods and the performance of the Services,

### 3.4 The Seller shall not unreasonably refits any request by EPS (2008) PTE LTD to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide EPS (2008) PTE LTD with all required information reasonably required for inspection and testing.

### 3.5 If as a result of inspection or testing EPS (2008) PTE LTD is not satisfied that the Goods will comply in all respect with the Contract, and EPS (2008) PTE LTD so informs the Seller of its dissatisfaction within 14 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.



3.6 The Goods shall be marked in accordance with EPS (2008) PTE LTD ' instructions and any applicable regulations or requirements of the carrier, appointed by EPS (2008) PTE LTD to deliver the goods and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

#### **4. Price of the Goods and Services**

4.1 The price of the Goods and the Services shall as stated in the Contract/Order and unless otherwise so stated, shall be:

4.1.1 Exclusive of any applicable Goods and Services Tax (which shall be payable by EPS (2008) PTE LTD subject to receipt of a GST invoice);

4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance, and delivery of the Goods to the Delivery Address any duties, impositions or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased material, or transport costs, fluctuation in rates of exchange or otherwise) by the Seller without the prior consent of EPS (2008) PTE LTD in Writing.

4.3 EPS (2008) PTE LTD shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its terms and conditions of sale.

5.1 The Seller shall be entitled to invoice EPS (2008) PTE LTD on or at any time after delivery Of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number Of the Order.

5.2 Unless otherwise stated in the Order, EPS (2008) PTE LTD shall pay the Price of the Goods and the Services when 60 days of receipt by EPS (2008) PTE LTD of the Seller's invoice or after acceptance of the Goods or Services by EPS (2008) PTE LTD, whichever is the later.

5.3 EPS (2008) PTE LTD shall be entitled to set off against the Price any sums owed to EPS (2008) PTE LTD by the Seller.

#### **6. Delivery, Acceptance, and Rejection**

6.1 The Seller shall deliver the Goods and/or Services according to the quantities and delivery dates scheduled in the Order. Seller shall airfreight ship/deliver the Goods at its own expense as well as be liable for any loss or damage EPS (2008) PTE LTD may incur as a result of non-compliance With the delivery schedule. EPS (2008) PTE LTD may approve in Writing any revised delivery schedule or terminate the Order without liability to the Seller. However, EPS (2008) PTE LTD shall be liable only for the price Of Goods and/or Services delivered and accepted prior to such termination.

6.2 If the Goods are not delivered or the Services not performed on the scheduled dates, EPS (2008) PTE LTD shall (without prejudice to any Other remedy under the Contract or otherwise) have the right to deduct from the Price or (if EPS (2008) PTE LTD has paid the Price) to claim from the Seller liquidated damages for delay at one percent of the Price per day up to a maximum of fifteen percent or officially spell out in Purchase Order.

6.3 EPS (2008) PTE LTD shall not be deemed to have accepted any part of the Goods until after EPS (2008) PTE LTD has (or EPS (2008) PTE LTD Sub-buyers have) actually inspected the goods and ascertained that they are in accordance with the Contract.

EPS (2008) PTE LTD may reject Goods, which are not in accordance with the Contract or Specifications until a reasonable time after such inspection.

6.4 EPS (2008) PTE LTD may by notice to the Seller prior to acceptance reject any Goods, which are not in accordance with the Contract. EPS (2008) PTE LTD may set off against any payment due to the Seller (under this Contract or otherwise) the price of such Goods. Unless within a reasonable time of receipt of notice of rejection the Seller collects such Goods EPS (2008) PTE LTD may dispose of them as EPS (2008) PTE LTD shall think fit (provided that if EPS (2008) PTE LTD sells such goods EPS (2008) PTE LTD shall account to the Seller the net proceeds of such sale).

6.5 Without prejudice to the other rights of EPS (2008) PTE LTD breach by the Seller where any of the Goods supplied to EPS (2008) PTE LTD are not in accordance With the Contract the Seller shall at the option of EPS (2008) PTE LTD forthwith upon notice being given either repair or replace such Goods. If it is necessary to open or dismantle any Other works or assemblies to permit such repair or replacement then 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 EPS (2008) PTE LTD reasonable satisfaction

6.6 If the Seller fails to comply with the notice mentioned in clause 6.5 within a reasonable time of its receipt, EPS (2008) PTE LTD may of its own accord repair or replace such Goods and any additional cost and expenses incurred by EPS (2008) PTE LTD in so doing shall be by the Seller.

6.7 If the Goods are damaged on delivery or have been lost in transit, the Seller upon receiving notice from EPS (2008) PTE LTD to that effect shall repair or replace free of charge such Goods damaged or lost in transit and due delivery of the goods shall not be deemed to have taken place until replacement or repaired Goods been delivered by the Seller to EPS (2008) PTE LTD. EPS (2008) PTE LTD reserves the right to hold such damaged Goods at the Seller's risk or to return them at the risk of the Seller.

#### **Risk and Property**

7.1 The property in the Goods shall pass to EPS (2008) PTE LTD upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to EPS (2008) PTE LTD once payment has been made and the Goods have been appropriated to the Contract.

7.2 All Specifications (inclusive of patterns, drawings photographs, samples and information) provided by EPS (2008) PTE LTD to the Seller shall remain the exclusive property of EPS (2008) PTE LTD and shall not be disclosed by the Seller to any third party without EPS (2008) PTE LTD written consent.

7.3 All tools, fixtures, plant or other equipment provided by EPS (2008) PTE LTD to the Seller shall remain the exclusive property of EPS (2008) PTE LTD 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 EPS (2008) PTE LTD on a risks" basis for their fill replacement cost.

7.4 The Seller shall not use EPS (2008) PTE LTD ' property referred to in clause 7.2 and 7.3 above nor allow it to be used for any purpose other than the supply of Goods in accordance with the Contract.



- 7.5 EPS (2008) PTE LTD shall clearly EPS (2008) PTE LTD ' property so that it is clearly identified as belonging to EPS (2008) PTE LTD and the Seller shall not deface, obliterate or remove such identifying marks. The Seller shall permit EPS (2008) PTE LTD to enter the premises where EPS (2008) PTE LTD property is kept to inspect and/or take possession of EPS (2008) PTE LTD property.
8. The Seller warrants to EPS (2008) PTE LTD that the Goods and/or Services:
- 8.1 will be of merchantable quality and fit for the purpose made known to the Seller in Writing at the time the Order is placed;
- 8.1.1 Will be from free in design, material and workmanship for a period of no less than 1 year for Goods and 6 months Services; will correspond with any relevant Specification or sample;
- 8.1.2 The Seller warrants to EPS (2008) PTE LTD that the Goods and/or Services Will comply all statutory requirements and regulations relating with the sale of the Goods and/or Services.
- The Seller warrants to EPS (2008) PTE LTD that the Services Will be by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for EPS (2008) PTE LTD to expect in all the circumstances.
- 8.2 Without prejudice to any other remedy, if any Goods and Services are not supplied or performed in accordance with the Contract then EPS (2008) PTE LTD shall be entitled:
- 8.2.1 To require the Seller to repair the Goods or to supply suitable replacement Goods or Services in accordance with the Contract within 7 days upon written notification; or
- 8.2.2 EPS (2008) PTE LTD ' sole option, and whether or not EPS (2008) PTE LTD has previously required the Seller to repair the Goods or to supply any replacement Goods and Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been
- 8.3 The Seller shall indemnify EPS (2008) PTE LTD in against all liability, losses, damages, costs and expenses (including legal expenses) awarded against or intuted or paid by EPS (2008) PTE LTD as a result for in connection with:
- 8.3.1 Breach of any warranty given by the Seller in relation to the Goods or the Services;
- 8.3.2 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 EPS (2008) PTE LTD;
- 8.3.3 Any net or omission of the Seller or its employees, agent, or sub-contractors in supplying, delivering and installing the Goods; and
- 8.3.4 Any act omission any of the Seller's personnel in connection with the performance of the Services.
9. **Termination**
- 9.1 EPS (2008) PTE LTD shall be entitled to terminate the Contract in respect of all or part only of Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which EPS (2008) PTE LTD ' sole liability shall to pay to the Seller the price for Goods or Services supplied to and accepted by EPS (2008) PTE LTD prior to such termination.
- 9.2 EPS (2008) PTE LTD shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
- 9.2.1 the Seller make any voluntary arrangement with its creditors or (being a convent) becomes subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction); or
- 9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller, or
- 9.2.3 the Seller ceases, or threatens to cease, to carry on business; or
- 9.2.4 EPS (2008) PTE LTD reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies Seller accordingly.
10. **Indemnities**
- 10.1 The Seller shall identify EPS (2008) PTE LTD against all actions claims or proceedings brought against EPS (2008) PTE LTD, its employees, agents or contractors in connection with work performed under the terms of the Contract and all costs incurred except to the extent that they have been occasioned solely and directly by the gross negligence or omissions of EPS (2008) PTE LTD, its employees, agents or contractors.
- 10.2 If in the course of the use or operation of the Goods or any part thereof, damage to property occurs or death or personal injury is caused to any person and it is shown that such damage, death or injury is caused or contributed by faulty workmanship on the part of the Seller in the manufacture of the Goods or any part thereof or substandard materials used in the manufacture, the Seller shall EPS (2008) PTE LTD against any claim arising therefrom and all expenses incurred thereby but not further or otherwise than would be the case by the normal operation of law.
11. **Intellectual Property Rights**
- 11.1 The Seller shall guarantee EPS (2008) PTE LTD free and unhindered use of the Goods (provided that the Goods remains in the ownership and control of EPS (2008) PTE LTD) provided hereunder and shall indemnify EPS (2008) PTE LTD against costs, damages and interest arising from infringement by either party, or patents or like industrial property rights hereto on condition that:-
- 11.1.2 The activities objected to arc a result of the use which the Goods was provided.
- 11.1.3 EPS (2008) PTE LTD shall as soon as possible contact and send all relevant data to the Seller, as soon as a third party makes a claim against EPS (2008) PTE LTD.
- 11.1.4 The Seller shall have the right to conduct any action or litigation in respect of the infringement of intellectual property rights and EPS (2008) PTE LTD shall do no act or thing which may prejudice the Seller's interest therein nor arrive at any agreement or settlement with any third party with-out



the prior consent of the Seller in Writing. EPS (2008) PTE LTD shall co-operate with the Seller in Older to mitigate the effect of any third party actions.

12. **General**

- 12.1 The Seller shall not assign sub-contract license or otherwise dispose of any part of its rights or obligations under the Contract without the prior consent of EPS (2008) PTE LTD in Writing.
- 12.2 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 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.
- 12.3 NO waiver by EPS (2008) PTE LTD 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.

14. **Arbitration**

- 14.1 Any dispute arising out Of or in connection with these Conditions and the Contract, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration in Singapore in accordance With the Arbitration Rules of the Singapore International Arbitration Centre (SLAC Rules) for the time being in which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of one (1) arbitrator to be appointed pursuant to Rule 7 of the SLAC Rules.
- 14.2 The commencement of any arbitration proceedings under this clause shall in no way affect the continual performance of the obligations of the Seller, except in so far as such obligations relate to the subject matter of such proceedings.

**Reliance**

- 15.1 The Seller accepts that EPS (2008) PTE LTD, inter-alia, relies on the skill and judgement of the Seller in the design, manufacture, testing, quality control, reliability and functioning of the Goods or any part or unit thereof and on the judgment and skill of the Seller for all of the Services performed.

16. **Interpretation and Law**

- 16.1 The Contract which shall be based upon the terms and conditions as set out in this Agreement and having been fully discussed and negotiated shall be constructed as written and executed in the English language and shall be governed by and be construed and take effect in all respect according to the Laws of Singapore without any due regard to the conflict of laws principles.

17. **Gifts, Inducements and Rewards**

- 17.1 EPS (2008) PTE LTD shall be entitled to terminate this Agreement immediately and to recover from the Contractor any damages and loss resulting from such termination, if the Contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing or fabricating to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement with EPS (2008) PTE LTD or for showing or forbearing to show favour to any person in relation to any agreement with EPS (2008) PTE LTD, or if the like acts shall have been done by any person employed by the Contractor Or acting on its (whether with or without the knowledge of the Contractor) 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 fee or reward the receipt of which is an offence under law.

IS **Code of Conduct**

18. The Seller shall comply with Code of Conduct (Appendix A) and EPS (2008) PTE LTD may terminate this PO immediate in its absolute sole discretion, in any event of breach of Appendix A by the Seller.

**Anti-Corruption and Bribery**

- 19.1 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 requirements not engage in any conduct which would constitute an offence under any of the Regulatory.
- 19.2 The Seller shall not subcontract all or part of the agreement without the prior written consent of EPS (2008) PTE LTD, and any such subcontract shall be made subject to such terms and conditions in clause 19.1 as EPS (2008) PTE LTD may require.
- 19.3 EPS (2008) PTE LTD shall have the right to suspend any payment and/or terminate this agreement without liability and without prejudice to any other rights or remedies it may have under this agreement or otherwise if the Seller fails to comply with clauses 19.1 or 19.3 or if the Representation or warranty made by the Seller under clause 19.2 is or misleading.

20. **Entire Agreement**

- 20.1 The Parties expressly acknowledge that they have read the Contract and understood its provisions.
- 20.2 The Parties agree that this Contract constitute the entire agreement them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, quotations, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral express or implied) or arrangements entered into between the Parties prior to this Contract in respect of the matters dealt with in it.
- 20.3 No promise, inducement, Representation or agreement other than as expressly set forth in the Contract has been made to or by the Parties.

21. **Priority of Documents**

- 21.1 In the event of any inconsistencies, priority of documents shall be as follows:
- a) the form of Agreement (if any); and
  - b) the purchase Order



22. **Construction Schedule**

The Sub-Contractor is to follow strictly the construction schedule for the progress of delivery works should the Sub-Contractor allow the Works to fall behind, the Main Contractor reserves the right to expedite the Works by engaging other subcontractor and all costs and expenses arise thereof from the said Works will be charged to the Sub-Contractor's account.

In addition, in the event there are signs of slowing down of Sub-contractor's work progress on site, drastic reduction in the Machinery and Manpower provided than is necessary to keep the site progress up to schedule, the Main Contractor reserves the right giving Written Notice to Sub-contractor to increase the Machinery and Manpower on site to speed up the works. In the event of failure by the Sub-contractor to comply with the Written Notice, the Main Contractor will issue a Termination Notice to terminate the Sub-Contract, and recover any cost difference (shortfall) should a new replacement sub-contractor be engaged to complete the balance outstanding works.

The Defects Liability Period shall be TWELVE (12) months upon the Main Contractor handing over of the completed project to Project Employer/Consultants.

Liquidated Damages: In the event of any delays due to your default, you have to reimburse all losses, damages and expenses incurred as a result of the delays at 15% of the sub-contract sum.

23. **Variation Orders**

Variation works can only be claimed unless different with the construction drawings given and subjected to user/consultant's approval. Sub-contractor shall carry out the variation works based on instructions issued by S.O but instructed by Main contractor. Variation Work will omit or add accordingly if the work has omitted or additional from the Contract Scope.

Any additional works which not specified in this contract has to make known to our Head Office Quantity surveyor in writing or fax at least one (1) week before. If this is not so, any additional claim shall not be entertained. Variation works shall proceed expeditiously and finalization of variation cost shall not be a reason for delaying the variation works.

The unit rate or price in the Sub-Contract shall be firm without any fluctuation in costs of labour, materials, foreign exchange, taxes and duties etc.

Variation Works shall be valued based upon Main Contract Fixed Schedule of Rates or Unit Rates. If this is not available, upon fair prevailing market rates whereby Main Contractor shall entitle to a P & A fees of 15% for whichever rate applies.

