

INNOSPECTRA (ASIA) PTE LTD – STANDARD TERMS & CONDITIONS

1. Object & Scope

These terms and conditions (“Standard Terms and Conditions”) shall apply to any purchase order (“Purchase Order”) for the purchase of products (“Products”) and/or services (“Services”) by **Innospectra (Asia) Pte Ltd (“Buyer”)** from a supplier (“Supplier”, together with the Buyer, the “Parties” and each a “Party”), unless otherwise mutually agreed in writing by the Parties. A Purchase Order constitutes an offer by the Buyer to purchase Services and/or Products from the Supplier and shall be deemed to be accepted on the earlier of:

(i) the Supplier issuing written acceptance of the Purchase Order; or
(ii) any act by the Supplier consistent with fulfilling the Purchase Order, at which point, and on which date, a contract (“Contract”) shall come into existence. No document issued by the Supplier after receipt of the Buyer’s Purchase Order shall be construed as a counter-offer nor shall it apply in any way to alter these Standard Terms and Conditions.

- Special terms and conditions (“Special Terms and Conditions”) expressly referred to in a Purchase Order or via written email may amend these Standard Terms and Conditions. These Standard Terms and Conditions, as amended by Special Terms and Conditions, if any, shall apply to the exclusion of any other terms and conditions whether contained in the Supplier’s: (i) quotation, (ii) acceptance of an Purchase Order, or (iii) otherwise.

- A Contract and the related supply of Services and/or Products by the Supplier shall be subject to (in this order of priority unless otherwise expressly provided in the Special Terms and Conditions):

(i) the Special Terms and Conditions;
(ii) these Standard Terms and Conditions; and
(iii) any document expressly included by reference in the Special Terms and Conditions, including without limitation, any special instructions (technical documentation, quality assurance, safety), the specified quantity of Products, quality, performance and/or timeframe/delivery dates, (together with the Special Terms and Conditions and the Standard Terms and Conditions, the “Terms and Conditions”).

The Supplier shall be deemed to have read and understood all the Terms and Conditions and is responsible for its assessment of the inherent risks and uncertainties and any potential difficulties that may be encountered by the Supplier in the performance of the Services or delivery of the Products. Moreover, the Supplier undertakes to request and verify all the documents or technical information necessary for the performance of its obligations pursuant to a Purchase Order. No amendment or modification of a Contract by the Supplier will be binding upon the Buyer without the Buyer’s prior written approval.

- The Buyer accepts no liability for any services provided or products delivered by the Supplier where such products or services are not provided pursuant to a Purchase Order duly approved on Buyer’s behalf by a duly authorised member of its staff.
- The Supplier shall ensure that the Buyer's Purchase Order number is set out in every letter, invoice, delivery slip, or other written communication, relating to each Purchase Order.
- All Purchase Orders should be acknowledged within 48 hrs of issue via email .
- The Supplier shall provide a firm ship date within 96 hrs (4 days) of issue of the Purchase order

2. Performance of a Contract

- Timely Performance. The Supplier shall provide the Services and any deliverables required thereunder and/or deliver the Products according to the timeframes and delivery dates set out in a Purchase Order or as otherwise agreed by the Buyer in writing. The Supplier shall promptly notify the Buyer of any event which could adversely affect the scheduled timeframes and delivery dates for the performance of the Services and/or delivery of the Products. Nevertheless, such notification shall not prejudice (i) the rights of the Buyer to terminate the Contract with an immediate effect and without liability and (ii) any other rights the Buyer may have under the applicable laws, statutes, ordinances, codes, rules, regulations, orders, decrees, guidelines or any other governmental, administrative or judicial pronouncements (collectively, "Laws") and/or arising from the termination of the Contract.
- Standard Of Performance. The Supplier shall perform all of its obligations under a Contract in strict accordance with the terms of the Contract, in a professional and commercially diligent manner, and in accordance with any generally accepted industry and professional standards, procedures, codes and practices, to the reasonable satisfaction of Buyer. Particularly for the performance of the Services, the Buyer is entitled to direct the Supplier to replace its employees, agents and/or permitted subcontractors who perform the Services if the Buyer reasonably considers that the performance of Supplier's employees, agents and/or permitted subcontractors is deficient. The Supplier agrees that the Services and/or Products that it provides to the Buyer will be of satisfactory quality fit for the purpose and use for which they are intended and compliant with all applicable Laws and shall conform with all requirements set out in a Purchase Order or otherwise notified by the Buyer to the Supplier, be free of any defects in material and workmanship and be usable under normal conditions of use.
- Delivery. For local suppliers - unless otherwise specified in the Special Terms and Conditions, the Supplier will deliver the Products and/or provide the Services and any deliverables required thereunder to the location agreed between the Parties in writing and the Supplier will bear all the risk and expense of delivery. For Overseas suppliers, the forwarder as stated in our purchase order should be used.
- Acceptance. If all or any part of the Services and/or Products do not comply with the specifications of a Purchase Order or are defective in any way, the Buyer may refuse to accept the non-complying Services and/or Products or accept them subject to any reservations or reduction to costs expressed by the Buyer
- Compliance with Laws. The Supplier shall comply, and shall cause its subcontractors to comply, with all applicable Laws and the Buyer's policies, as amended from time to time.
- Environmental Health and Safety. The Supplier must ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable Laws and the Buyer's policies relating to environment, health and safety within the Buyer's premises or any other premises which are accessed or used pursuant to a Contract;
- Labour. The Supplier shall comply throughout the performance of a Contract with all the obligations incumbent upon it in application of the applicable labour and immigration Laws applicable in the country where the Products are manufactured or the Services performed. In particular, the Supplier shall provide the Buyer with the evidence of payment of any social security contributions due by the Supplier if and when requested by the Buyer. The Supplier shall indemnify the Buyer for any and all damages and fines as a result, either direct or indirect, with respect to any employment-related claims.
- Anti-Corruption. Throughout the performance of a Contract, the Supplier shall comply with the Singapore Prevention of Corruption Act (Cap 241)

- **Force Majeure.** Neither Party shall be in breach of a Contract nor be liable to the other for delay in performing or for its failure to perform any of its obligations under a Contract where such delay or failure is the result of unforeseen events, circumstances or causes beyond its reasonable control. The Parties agree that the non-performing Party shall:
 - a. promptly notify the other Party in writing of the occurrence of such event and the way in which its obligations are prevented or impeded by such event; and
 - b. use commercially reasonable efforts to avoid or minimize the delay or failure and to resume performance as soon as reasonably practicable.

The time for performance shall be extended for a reasonable period having regard to the effects of the cause of the delay or failure to perform. Nevertheless, the Buyer is entitled to terminate the Contract, at its sole discretion, if such cause shall continue for a period greater than two (2) months or the performance of the Supplier under the Contract is no longer a benefit to the Buyer, whichever is earlier in accordance with the provisions in the Clause 7.

- **Records; Audit.** The Supplier shall maintain complete and accurate records of all matters relating to the Services and/or

the Products to demonstrate compliance with its obligations under the Contract, including, without limitation, billing, invoices, payment of subcontractors, receipts related to reimbursable expenses and compliance with applicable Laws. The Buyer may from time to time audit the Supplier's premises to verify that it is complying with the Terms and Conditions; such audit will not exclude or limit the Supplier's liability in anyway.

- **Remedies.** The Supplier shall, at its own cost and expense and in addition to any other remedies available to the Buyer at law or in equity, promptly correct or revise any errors, omissions or other deficiencies in the Services and/or Products.
- **Cancellation or Suspension of Contract** Unless otherwise agreed in Special Terms & Conditions, the buyer may cancel all or any part of a Contract prior to the commencement of its performance by the supplier, without the Supplier having any right to claim any compensation or indemnity of any kind

3. Representations & Warranties, Indemnification and Insurance

The Supplier represents and warrants that:

(A) it has (i) the technical skills, resources and means to ensure the best available quality of the Services and Products; (ii) the financial capacity and human resources to perform the Contract without risk of interruption or delay; (iii) all licences, accreditations, rights and approvals necessary, where applicable, to provide the Services and/or to supply the Products and (iv) full power and authority to enter into the Contract and to legitimately perform the obligations set forth herein;

(B) the execution, delivery and performance of a Contract does not, and will not, conflict with any agreement, instrument or understanding to which it is a party or by which it may be bound and there is no action, suit or proceeding before and by any court or governmental authority, pending or, to the Supplier's knowledge, threatened, which could materially affect the Supplier's performance hereunder or the enforceability hereof;

(C) any substances, products, materials or finished articles needed for, or used in, the performance of the Services or the manufacture of the Products shall be introduced into the stream of commerce in compliance with all applicable Laws.

- The Supplier shall indemnify, defend and hold harmless, to the maximum extent permitted by applicable Laws, the Buyer and its affiliates against all claims, causes of action, suits and liabilities, including any damages, fines, interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with any action, omission, inadequacy, negligence, default or mistake attributable to the Supplier, its personnel, its

subcontractors or its subcontractors' personnel in the performance of a Contract, including, but not limited to, failure to comply with the Terms and Conditions. The indemnification under this Clause shall survive the expiration or termination of the Contract and will remain binding on the Supplier, its successors and assigns.

- The Supplier shall maintain in force insurance coverage from a reputable insurance company, insuring against all risks that may arise during the performance and duration of the Contract. Such insurance shall include Buyer as additional insured and shall waive right of subrogation against the Buyer. At the Buyer's request, the Supplier shall provide to the Buyer proof of payment of its insurance coverage. The Supplier shall be responsible for any payments under its deductible(s) or self insured retention(s).

4. **Financial Conditions**

- **Price.** The price agreed at the time when a Purchase Order is placed ("Price") is exclusive of any applicable tax, and the Price cannot be revised unless otherwise agreed in writing by the Parties. The applicable taxes will be added in accordance with the applicable Laws. Unless otherwise agreed in writing by the Parties, the Price includes all performance required of the Supplier to perfect performance of a Contract and all expenses, charges and disbursements. The Buyer retains the right to request that the Supplier provide a guarantee and/or to agree to the Buyer partially withholding payment in order to guarantee the performance of a purchase order
- **Invoicing.** Unless otherwise agreed in the Special Terms and Conditions, the Price shall be invoiced after full performance of a Purchase Order to the satisfaction of the Buyer. The Supplier shall issue an invoice to the Buyer in accordance with all applicable Laws. Where a payment is linked to a particular stage of a Purchase Order, the invoice will be subject to the completion of that stage, subject to the conditions agreed by the Parties for such invoicing. No supplement to the Price can be invoiced without the Buyer's prior written approval. The invoicing currency and address shall be indicated in each Purchase Order.
- **Payment.** In the event of non-performance of all or part of a Purchase Order, and without prejudice to any other rights that the Buyer may have under a Contract, the Price will be paid to the Supplier *pro rata* to the Services that have been provided or the Products that have been delivered in accordance with the Terms and Conditions. Alternatively, where applicable, the Buyer may request to be immediately reimbursed for any part of the Price already paid to the Supplier. Payment for a correct and undisputed invoice is due per payment terms agreed and stated in the PO . Without limiting any other rights or remedies it may have, to the extent permitted by applicable Laws, the Buyer may offset any amount due by the Buyer to the Supplier against those due by the Supplier to the Buyer. For the avoidance of doubt, the Buyer shall not be required to process any invoice or respond to any communication which does not have a Purchase Order number, nor an invoice not submitted through Buyer's accounts payable system.
- **Late delivery Fees** A late fees may be deducted from the final payment (for late deliveries), charged at 1% of the Purchase value per day of delay of the delivery
- **Taxes.** In the event any payments made by the Buyer pursuant to a Contract become subject to withholding taxes under the laws or regulation of any jurisdiction, the Buyer shall deduct and withhold the amount of such taxes for the account of the Supplier to the extent required by applicable Laws; such amounts payable to the Supplier shall be reduced by the amount of taxes deducted and withheld; and the Buyer shall pay the amounts of such taxes to the proper governmental authority in a timely manner and promptly transmit to the Supplier an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant governmental authority of all amounts deducted and withheld sufficient to enable the Supplier to claim such payment of taxes. Any such withholding taxes required under applicable Laws to be paid or withheld shall be an expense of, and borne solely by, the Supplier.

5. Confidentiality

- The supplier shall keep in strict confidence all information, materials & data of the Buyer in any medium (however recorded, preserved or disclosed) of any kind whatsoever relating to information of a confidential, proprietary, economic, technical, financial or commercial nature
- The supplier shall not use any such Confidential Information for any purpose other than to perform its obligations envisaged by, or under, the Contract

6. Intellectual Property Rights

If to facilitate the supply of the Products and/or Services, the Buyer issues materials equipment and tools, drawings, specifications, data (“Pre-existing Materials”) free of charge or otherwise to the Supplier, the Supplier will maintain the Pre-existing Materials in good condition and exclusive for the Buyer. All rights in the Pre-existing Materials are, and shall remain, the exclusive property of the Buyer and must be returned upon the request of the Buyer, or upon completion or termination of the Contract. Damage to or waste of such Pre-existing Materials arising from bad workmanship or negligence of the Supplier will be at the Supplier’s expenses

7. Termination

- Without prejudice to any other rights or remedies which it may have, one Party may terminate the Contract without liability to the other Party immediately on giving notice to the other Party:
 - I. if the other Party commits a breach of any of the terms of such Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) working days of being notified in writing of the breach;
 - II. in the event of insolvency of, assignment for the benefit of creditors by, or the initiation of bankruptcy proceedings by or against, the other Party;
 - III. if a force majeure occurred and the termination is made in accordance with Clause 2.9;
 - IV. if the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - V. if the Buyer learns that improper payments to third parties are being, or have been, made by the Supplier.
 - VI. if a conflict of interest situation arises in respect of the performance of the Supplier of its duties and obligations under this Contract as provided in Clause 9.7.

The termination of a Contract shall not affect the Parties' rights to claim any damages they may be entitled to seek.

- Early termination of a Contract, for any reason, shall not affect any other Purchase Orders placed by the Buyer with the Supplier or any other contracts in place.
- In the event that the Contract is expired or terminated by the Supplier or Buyer for any reason whatsoever, the Buyer has the option to request the Supplier to provide transition assistance services subsequent to the termination or expiration of the Contract. Unless the parties agree otherwise, the Supplier shall perform the transition assistance service for the transition period pursuant to the transition scope as instructed by the Buyer at the Supplier’s sole cost and expense. The Supplier shall, at its sole cost and expense, also answer all reasonably and relevant verbal or written questions from the Buyer in respect of the Service/Products and provide all requested information regarding the Service/Products to the Buyer.

8. Governing Law

The construction, validity, and performance of all Purchase Orders and Contracts shall be governed by the Laws of Singapore (unless otherwise agreed in the Special Terms and Conditions) and in the event that any dispute or claim arising therefrom cannot be resolved out of court by the Parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of Singapore even in the case of summary proceedings, third party claims, or if there is more than one defendant.

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