



GENERAL CONDITIONS FOR THE SUPPLY OF SERVICES

PARTIES

- (1) **LC ENGINEERING SERVICES PTE LTD.** incorporated and registered in Singapore with company registration number 201134302M whose registered office is at 1 Bukit Batok Street 22 #04-01 Singapore 659592 (the “**Supplier**”).
- (2) The person or the company who engages the Services from the Supplier (the “**Customer**”).

WHEREAS

- (1) The Supplier is in the business of providing the Services.
- (2) The Customer is desirous of engaging the Supplier to provide the Services, in accordance to the terms and conditions set out in this agreement, as incorporated into the Quotation.
- (3) This agreement has been entered into on the date when the Customer accepts the Quotation issued by the Supplier.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Completion : the completion of the provision of the Services by the Supplier;

Completion Notice : The notice of completion from the Supplier to the Customer;

Customer's Equipment : any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services;

Defects : a fault or problem that causes the Project Plan to not be carried out;



Deliverables	: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts) and any other the deliverables specified in the Project Plan;
Document	: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
GST	: value added tax chargeable under Singapore law for the time being and any similar additional tax;
In-put Material	: all Documents, information and materials provided by the Customer relating to the Services, including computer programs, data, reports and specifications and any other in-put materials specified in the Project Plan;
Latent Defect	: a defect which is not apparent on normal visual inspection;
Pre-existing Materials	: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications;
Project	: the project as described in the Project Plan;
Project Milestones	: the agreed milestones set out in the Project Plan;
Project Plan	: the detailed plan describing the Project and setting out the estimated timetable (including Project Milestones) and responsibilities for the provision of the Services agreed in accordance with clause Error! eference source not found. and the Quotation;



- Quotation** : The quotation issued by the Supplier before commencement of Services detailing the scope of work and fees (which shall be valid for thirty (30) days from date of issue or as stated in the quotation);
- Rejection Notice** : The notice of rejection given to the Supplier by the Customer, in accordance with the requirements laid out in clauses 4;
- Services** : the services to be provided by the Supplier under this agreement as set out in the the Quotation, together with any other services which the Supplier provides or agrees to provide to the Customer as evidenced in writing;
- Serviced Equipment** : any equipment, including tools, systems, cabling or facilities which is the subject of the Services to be provided by the Supplier;
- SIBOR** : Singapore interbank offered rate;
- Sign Off Sheets** : Sheets provided by the Supplier, which the Customer should sign off on, indicating whether the Customer approves or rejects the work done by the Supplier in relation to the Project;
- Supplier's Equipment** : any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer;
- Third Party Component** : a component of Serviced Equipment which is the product of manufacturers other than the Supplier.
- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa.



- 1.5 A reference to writing or written includes faxes and e-mail.
- 1.6 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 References to clauses are to the clauses of this agreement.

2. COMMENCEMENT AND DURATION

- 2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this agreement and the Project Plan.
- 2.2 This agreement shall continue until Completion or the termination of this agreement in accordance with clause 12, whichever is the earlier.

3. PROJECT PLAN AND DUTIES

- 3.1 The Supplier may use a third party to perform any function which arises or which is reasonably incidental to the Project Plan.
- 3.2 Nothing in this agreement shall prevent the Supplier from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during this agreement

4. SUPPLIER'S OBLIGATIONS

- 4.1 Following the completion of the Project, the Supplier shall furnish the Customer with Sign Off Sheets.
- 4.2 The Customer shall immediately, upon receipt of the Sign Off Sheets, indicate the following in the Sign Off Sheet:
- (a) the Customer has duly inspected the Services provided and/or the conditions of the Serviced Equipment; and
 - (b) whether the Customer approves or rejects the Services provided and/or the conditions of the Serviced Equipment.
- 4.3 Where the Customer does not complete and deliver the Sign Off Sheets to the Supplier, the Customer is deemed to have:
- (a) completed inspection of the Services and the Serviced Equipment; and
 - (b) approved the Services and the Serviced Equipment.



- 4.4 If the Customer indicates that he rejects the Services provided and/or the conditions of the Serviced Equipment in the Sign Off Sheets (the “**Rejection Notice**”), the Supplier shall rectify the issue subject to clause 4.5.
- 4.5 The Customer may only issue a Rejection Notice in the following circumstances:
- (a) The Services provided and/or the conditions of Serviced Equipment is within the scope of the Project Plan which the parties have agreed upon;
 - (b) The Services provided and/or the conditions of the Serviced Equipment is different from the Project Plan; and
 - (c) The discrepancy did not arise due to events which are outside of the control of the Supplier (such as, but not limited to, any regulatory directions from authorities mandating a change in the execution of the Project Plan or any discontinuance of manufacture of hardware components from a third party supplier which necessitates the use of a different component).
- 4.6 Once the Supplier has complied with the Customer’s request to supplement any Services provided and/or replace/repair the Serviced Equipment relating to the Rejection Notice, the Customer shall execute a second set of Sign Off Sheets.
- 4.7 The Supplier shall issue a Completion Notice to the Customer following the receipt of executed Sign Off Sheets from the Customer indicating satisfaction of the Services provided and/or conditions of Serviced Equipment.
- 4.8 Once the Completion Notice is issued by the Supplier, the Customer cannot claim that the Services provided and/or the Serviced Equipment is not satisfactory, save for Latent Defects.
- 4.9 For cases of Latent Defects, the Customer shall notify the Supplier within three (3) Business Days of such Latent Defects being apparent. The Supplier undertakes to rectify the Latent Defect subject to clause 4.10.
- 4.10 The Customer irrevocably and unconditionally agrees that the Supplier would not be liable for any Latent Defect in the following circumstances:
- (a) The Serviced Equipment was subjected to abnormal or improper use by the Customer;
 - (b) The Latent Defect arose due to the Customer’s failure to follow the Supplier’s oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Serviced Equipment; or



- (c) The Latent Defect was due to an issue with a Third Party Component, and the Supplier is unable to obtain the necessary repair or replacement of such Third Party Component at no cost (for example, if warranties from such manufacturer of Third Party Component have expired).

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier;
- (b) provide, in a timely manner, such In-put Material and other information as the Supplier may reasonably require, and ensure that it is accurate in all material respects;
- (c) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Customer's obligations and actions under this clause 5.1(c);
- (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
- (e) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services; obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to the Supplier's Equipment, in all cases before the date on which the Services are to start;
- (f) keep, maintain the Supplier's Equipment in good condition and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation.

- 5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.



5.3 If the Supplier's performance of its obligations under this agreement is prevented or delayed by a failure of the Customer's Equipment, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.4 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement.

6. CHANGE TO SCOPE OR EXECUTION OF THE SERVICES

6.1 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) any necessary variations to the Supplier's charges arising from the change;
- (b) the likely effect of the change on the Project Plan; and
- (c) any other impact of the change on this agreement.

6.2 The Customer is deemed to have consented to the necessary variations to its charges, the Services and any other relevant terms of this agreement to take account of the change in clause 6.1. The parties also agree that this agreement is varied in accordance with clause 14 once the Customer issues any verbal instructions given to vary the scope or execution of the Services, and such verbal instructions are followed up with a revised quotation from the Supplier to the Customer

6.3 The Supplier may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services.

6.4 The Supplier may charge for the time it spends assessing a request for change from the Customer on a time and materials basis in accordance with clause 7.

7. CHARGES AND PAYMENT

7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Quotation, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both (the "Price").



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- 7.2 The Customer shall pay the total price to the Supplier (without deduction or set-off) in instalments, as set out in the Quotation. On achieving a Project Milestone specified in the Quotation in respect of which an instalment is due, the Supplier shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and GST, where appropriate, calculated as provided in clause 7.3.
- 7.3 Any price contained in the Quotation excludes:
- (a) ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services (including but not limited to transportation charges), the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and
 - (b) GST, which the Supplier shall add to its invoices at the appropriate rate.
- 7.4 The parties agree that the Supplier may review and increase the charges set out in the Quotation. The Supplier shall give the Customer written notice of any such increase before the proposed date of that increase.
- 7.5 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within thirty (30) days of receipt to a bank account nominated in writing by the Supplier.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above SIBOR, accruing on a daily basis and being compounded quarterly until payment is made and the Customer shall pay the interest immediately on demand; and
 - (b) suspend all Services until payment has been made in full.
- 7.7 All sums payable to the Supplier under this agreement shall become due immediately on its termination, despite any other provision. This clause 7.7 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.8 Each party may not set off any amounts owed to it by the other party under this agreement against any amounts payable by it to the other party under this agreement.



8. CONFIDENTIALITY, THE SUPPLIER'S PROPERTY AND NON-SOLICITATION

- 8.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
- 8.2 The Customer may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under this agreement; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 8.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 8.
- 8.4 The Customer shall not use any such information for any purpose other than to perform its obligations under this agreement.
- 8.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 8.6 During the period of the Project Plan, the Supplier shall not directly or indirectly, whether for its benefit or the benefit of a third party, solicit any employees of the Customer or its affiliates for or on behalf of a conflicting business.

9. WARRANTY

- 9.1 The Supplier makes no warranty as to the workmanship or the materials in relation to the Services performed under this agreement.
- 9.2 The Supplier makes no warranty, express or implied, as to Third Party Components. Should any Third Party Components of the Serviced Equipment prove to contain any Defects, the Supplier shall only be obliged to make the necessary repair or replacement of such defective Third Party Components provided that:
- (a) The Third Party Component was subjected to normal and proper use by the Customer;



- (b) The Defect did not arise due to the Customer's failure to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Serviced Equipment and the Third Party Component;
- (c) The notice of Defect was given to the Supplier in accordance with clause 4; and
- (d) The Supplier is able to obtain the necessary repair or replacement of such Third Party Components at no costs from the manufacturer of the Third Party Components.

9.3 The Customer acknowledges and agrees that the Supplier is not the manufacturer of the Third Party Components, and any remedy provided to the Customer with regard to defective Third Party Components is subject to the Supplier's remedies under its contract with the manufacturer and/or supplier of the Third Party Component.

9.4 The Supplier shall be under no liability whatsoever:

- (a) In respect of any Defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or writing), misuse or improper or maintenance by the Purchaser; and
- (b) In respect of any Defect arising from alteration or repair of the Serviced Equipment without the Supplier's approval; or
- (c) If the total price for the Services has not been paid by the due date for payment.

10. LIMITATION OF LIABILITY

10.1 The Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss.



- 10.2 The Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to:
- (a) the Price set out in the Quotation; and
 - (b) in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the equivalent of the total charges paid by the Customer in that period.
- 10.3 For avoidance of doubt, the Supplier shall not be liable to the Customer in any of the following events:
- (a) Any Defects arises due to the Customer's failure to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Serviced Equipment or (if there are none) good trade practice regarding the same;
 - (b) the Defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - (c) the Customer alters or repairs, or hires such third party contractors to alter or repair, such Serviced Equipment without the written consent of the Supplier;
 - (d) the Defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - (e) the Project differs from the description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
 - (f) any Defect arises due to a failure of the Customer's Equipment.

11. DATA PROTECTION

- 11.1 The Customer acknowledges and agrees that details of the Customer's name, address and payment record ("**Customer's Personal Data**") may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier.
- 11.2 The Customer acknowledges that the Supplier is not a data processor as defined in the PDPA and the Supplier does not owe the Customer or any personal data in the Customer's control or possession any obligations under the PDPA.
- 11.3 The Customer shall make reasonable effort to ensure that the Customer's Personal Data or any personal data in the Customer's control or possession is accurate and complete before providing the same to the Supplier.



12. TERMINATION

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
- (d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 254 of the Companies Act (Cap. 50); or
- (e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or
- (g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party.

12.2 The parties acknowledge and agree that any breach of clause 7.5 shall constitute a material breach for the purposes of this clause 12.

12.3 On termination of this agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;



- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 8 (Confidentiality and the Supplier's property), clause 10 (Limitation of liability), clause 22 (Notices), and clause 24 (Governing law and jurisdiction).

13. FORCE MAJEURE

13.1 A party, provided that it has complied with the provisions of clause 13.3, shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement (and, subject to clause 13.4, the time for performance of the obligations shall be extended accordingly) (excluding payment obligations) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) voluntary or mandatory compliance with any;
- (f) fire, explosion or accidental damage;
- (g) loss at sea;
- (h) extreme adverse weather conditions;
- (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;



- (j) any labour dispute, including but not limited to strikes, industrial action or lockouts;
 - (k) non-performance by suppliers or subcontractors; and
 - (l) interruption or failure of utility service, including but not limited to electric power, gas or water.
- 13.2 The corresponding obligations of the other party will be suspended to the same extent.
- 13.3 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that:
- (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 13.4 If the Force Majeure Event prevails for a continuous period of more than three (3) months, either party may terminate this agreement by giving thirty (30) days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.
- 13.5 For avoidance of doubt, the Force Majeure Event does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence to the Force Majeure Event.
- 13.6 The Customer irrevocably and unconditionally agrees that it is liable for:
- (a) Any costs, losses, expenses, damages or the payment of any part of the Price during the Force Majeure Event; and
 - (b) Any delay costs in any way incurred by the Supplier due to a Force Majeure Event.



14. VARIATION

Subject to clause **Error! Reference source not found.** and clause 6, no variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. WAIVER

15.1 A waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

15.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

16. CUMULATIVE REMEDIES

Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

17.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

17.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. ENTIRE AGREEMENT

18.1 This agreement, the Quotation and any documents annexed to it and initialled by the parties constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.

18.2 For the avoidance of doubt, this agreement, the Quotation and any documents annexed to it and initialled by the parties will supersede any terms proposed by the Customer which are not expressly included in this agreement.



18.3 Each party acknowledges that, in accepting the Quotation and entering into this agreement and the documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

18.4 Nothing in this clause shall limit or exclude any liability for fraud.

19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

19.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

19.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

20. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall not have any rights under or in connection with it.

22. NOTICES

22.1 Any notice given to a party under or in connection with this contract shall be in writing and in English or accompanied by an accurate translation into English and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or
- (b) sent by fax to its main fax number; or
- (c) sent by email to the most recent email address notified or used by the other Party.



- 22.2 Any notice under clauses 22.1 (a)-(c) above shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting; and
 - (c) if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- 22.3 The addresses for service of a notice shall be in accordance with usual correspondence and dealing between the parties, or to the addresses of the parties stated on the Quotation.

23. CONFLICTS

For avoidance of doubt, this agreement and the Quotation constitute the entire agreement between the parties. In the event that there is any inconsistency between any of the provisions in this agreement and previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement, this agreement shall prevail.

24. GOVERNING LAW AND JURISDICTION

- 24.1 This agreement and the Quotation, and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of Singapore.
- 24.2 The parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement and the Quotation or their subject matter or formation (including non-contractual disputes or claims).