

TERMS AND CONDITIONS OF SALES ("Standard T&C")

No Goods or Services are deliverable under this Standard T&C. However each time the Customer issues a Purchase Order in accordance with clause 5 of this Standard T&C, a Supply Contract incorporating this Standard T&C is formed between that Customer and the Supplier.

1 DEFINITION

1.1 In this Standard T&C, the following words and expressions shall have the following meanings, except where the context otherwise requires:

"Confidential Information" includes, but is not limited to, all information of a confidential or proprietary nature relating to the Supply Contract or the Supplier and/or its Related Corporations which would be apparent to a reasonable person, familiar with the Supplier's business and the industry in which it operates, that such information is or should be of a confidential or proprietary nature, including but not limited to trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, Intellectual Property Rights, business plans, operations or systems, financial and trading positions, details of or relating to customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Supplier and/or its Related Corporations, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written, verbal, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondences or inspections of tangible items.

"Customer" means any person or entity that issues a purchase order, whether verbally or in written form, or delivers or allows to be delivered its goods to the Supplier to be serviced, thereby forming a Supply Contract with the Supplier.

"Damages" means all direct and indirect liabilities, losses, damages, costs and expenses, fines and penalties including loss of profits, business or anticipated savings, or any other consequential loss but not including any loss or damage arising from personal injury, fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise.

"Collection Notice" means the notification, verbal or written, from the Supplier to the Customer that the Goods are ready for collection by the Customer, including any form of telephone, facsimile or other electronic communications.

"Goods" means all goods on which the Supplier is required to perform its Services on, pursuant to a Supply Contract.

"GST" means the tax chargeable under the GST Act on the supply of goods and services in Singapore and the importation of goods into Singapore.

"GST Act" means the Goods and Services Tax Act (Cap 117A) of Singapore.

"Insolvency Event" means in relation to any party:

- (a) the party ceases to carry on business;
- (b) the party is or becomes unable to pay its debts when they are due;
- (c) any step is taken by the party to enter into any scheme of arrangement between the party and its creditors;
- (d) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the party's assets or business; or
- (e) any step is taken to appoint a receiver and manager, a judicial manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to a party or to the whole or any part of the party's assets or business.

"Intellectual Property" ("IP") or **"Intellectual Property Rights"** ("IPR") means all intellectual property or all intellectual property rights at any time protected by statute or common law, including, but not limited to:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade marks and any right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) above.

"Laws" means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Singapore, , and includes the common law as applicable from time to time and any applicable industry codes or standards.

"Payment Currency " shall have the meaning ascribed to it in Clause 8.9

"Personnel" of a party means the party's employees, suppliers, advisers and agents.

"Price" for Goods and/or Services means the prices specified in the Quotation exclusive of any GST imposed in Singapore by reference to the supply.

"Purchase Order" has the meaning ascribed to it in Clause 5.2.

"Quotation" means the quotation for Goods and/or Services validly issued by the Supplier to the Customer in accordance with clause 5.

"Related Corporation" has the meaning given to that term in Section 6 of the Singapore Companies Act, Chapter 50 (or as amended from time to time).

"Services" means all services if any required to be provided by the Supplier from time to time pursuant to a Supply Contract.

"Specifications" means the specifications included or referred to in the Quotation that specifies the quality, functionality, performance, interoperability, testing or other criteria of the Goods and/or Services required from the Supplier.

"Supplier" means UNIWES ENGINEERING (S) PTE LTD

"Supply Contract" has the meaning ascribed to it in Clause 3.1.

These GENERAL TERMS apply to all work provided by Supplier. CUSTOMER is hereby given notice that any deviations from these GENERAL TERMS are expressly rejected unless such deviations are otherwise agreed in writing and signed by both parties.

All terms of the CONTRACT can be varied only if made in writing and signed by both parties.

2. INTERPRETATION

2.1 Headings in this Standard T&C are for convenience only and do not affect interpretation.

2.2 The following rules of interpretation apply unless the context requires otherwise:

- (a) a reference to a person includes a body corporate and unincorporated body or other entity and conversely;
- (b) a reference to a clause, is to a clause, to this Standard T&C;
- (c) a reference to a right or obligation of any two or more persons confers that right or imposes that obligation as the case may be jointly and severally;
- (d) a reference to a statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) in addition to the definitions in this clause, the definitions contained in the Quotation shall apply;
- (f) different grammatical forms of the same word defined herein shall have the corresponding meaning;
- (g) words importing the singular only shall also include the plural and vice versa;
- (h) examples or words of inclusion, are illustrative only and do not limit the generality of the relevant subject;
- (i) a reference to "\$", "\$\$" or "dollar" is a reference to the Singapore Dollar; and
- (j) no provision of this Standard T&C will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Standard T&C or that provision.

Without prejudice to the generality of Clause 2.2(c) above, where two or more parties are included in the expression "the Customer" all covenants, agreements, terms, conditions and restrictions shall be binding on and applicable to them

jointly and each of them severally, and shall also be binding on and applicable to their personal representatives or successors in title (as appropriate) and permitted assigns respectively jointly and severally.

3. STRUCTURE

3.1 For the avoidance of doubt, the following documents shall constitute a Supply Contract between the parties:-

- (a) this Standard T&C;
- (b) the Quotation; and
- (c) the Purchase Order.

3.2 In the event of any inconsistency or conflict between or amongst the three documents, the documents shall prevail in the following order (the document with the most prevailing qualities over the others listed first):-

- (i) the Quotation;
- (ii) this Standard T&C;
- (iii) the Purchase Order.

However no term and condition in any Customers' documents including, but not limited to the Purchase Order, that differ from and add to the Quotation and this Standard T&C shall be applicable, unless accepted through a written consent by the Supplier.

3.4 Oral quotations are for guidance only and are not binding upon Supplier.

4. TERM

4.1. Each Supply Contract is an independent contract that commences on the date a Purchase Order is issued by a Customer, and, subject to Clause 13 (Termination), continues:-

4.1.1. in relation to the provision of Goods only, until the delivery of the last quantity of Goods under the said Supply Contract has been completed; or

4.1.2. in relation to the provision of Services only, for the duration of the provision of Services as stated in the Supply Contract; or

4.1.3. in relation to the provision of both Goods and Services, until the delivery of the last quantity of Goods under the said Supply Contract and for the duration of the provision of Services stated in the Supply Contract, whichever is later;

or as parties may, having regard to these provisions, specifically provide otherwise.

4.2. Any know-how, inventions, patents or copyrights or the like belonging to or provided by Supplier and used for or developed in the course of the fulfilment of the CONTRACT by supplier shall remain Supplier's property, and no ownership

shall be transferred to CUSTOMER with respect to such know-how, inventions, patents and copyrights, independent of the hardware on which such know-how, inventions, patents and copyrights is made available.

- 4.3. All specifications, drawings, technical descriptions and details of processes (hereinafter called "information") submitted with Supplier QUOTATION or supplied to the CUSTOMER pursuant to the CONTRACT are supplied in confidence. The CUSTOMER shall keep the information confidential and shall not disclose the same to any third party without Supplier's prior written consent and shall use the same only for the purposes of the CONTRACT. Nothing in this clause shall prevent Supplier from undertaking or offering to undertake for third parties any work or services similar to or designed to achieve the same results as the work or services provided under this CONTRACT.
- 4.2. Where the delivery of the Goods and/or Services in any single Supply Contract are to be fulfilled in installments, the failure of the Supplier to fulfill one/any of the delivery installments shall not entitle the Customer to cancel or vary any part of that Supply Contract.
- 4.5 Supplier shall, in respect of all sums due or owing from the CUSTOMER under the CONTRACT and/or any other contract between Supplier and the CUSTOMER, have a general lien on all goods of the CUSTOMER in Supplier 's possession (notwithstanding that finishing of such goods or some of them may have been paid for) and shall after the expiration of 14 days' notice to the CUSTOMER be entitled to dispose of such goods as it deems fit and apply the proceeds towards such sums due or owing from the CUSTOMER
- 4.6 If a provision of these GENERAL TERMS or the CONTRACT is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and Supplier and CUSTOMER shall make their best endeavours to replace such provision by a valid one covering the original commercial intention as far as legally possible.

5. ORDERING

- 5.1. A Supplier may issue a Quotation, which shall, as appropriate:
 - (a) be signed by the Supplier or its duly authorised representative;
 - (b) specify the specifications of the Goods and/or Services to be ordered;
 - (c) specify the Price of Goods and/or Services to be ordered;
 - (d) specify the GST payable;
 - (e) specify the quantity of Goods and/or Goods on which Services would be performed;
 - (f) include this Standard T&C; and
 - (g) include such other terms and conditions as may be agreed between the Supplier and the Customer.
- 5.2 The Customer may purchase any Goods and/or Services from the Supplier by confirming its acceptance to the terms set out in the Quotation, through the issuance of a Purchase Order, whether verbally or in written form, or delivers or allows to be delivered, its Goods to the Supplier to be serviced.

6. SUPPLY OF GOODS AND SERVICES

- 6.1. As agreed under the Supply Contract, the Supplier shall perform its Services on the Goods of the Customer which are deposited with the Supplier to be serviced, at the Supplier's designated premise. For such purpose,
- (a) the Customer may deliver the Goods to the Supplier ; or
 - (b) the Supplier may collect the Goods from the Customer.
- 6.2 Where the Customer's Goods are situated outside of Singapore, the Customer shall deliver the Goods to the Supplier under clause 6.1(a), and all shipping costs, including any customs, duties, import taxes, or other fees imposed by the countries involved shall be borne by the Customer, who shall also ensure compliance with all Laws relating to the importation of the Goods.
- 6.3 Where the Supplier collects the Goods from the Customer under clause 6.1(b), the Supplier reserves the right to charge the Customer for the costs of transport for collection of the Goods.
- 6.4 The Supplier shall use commercially reasonable endeavors to supply the Services in accordance with the specifications in the Quotation. However, the Supplier reserves the right, prior to commencing the performance of Services on the Goods, to propose any changes in the specifications in the Quotation to the Customer, as are required under any applicable Laws (including but not limited to any safety or environmental guidelines issued by any governmental authority), or which, in the Supplier's opinion, do not materially affect the quality, functionality or performance of the Goods.
- 6.5 Any additions and/or variations to the Quotation, as proposed by the Supplier in accordance with clause 6.2 shall be subject to extra charges which shall be determined by the Supplier's authorised representative, who shall issue a new and separate Quotation.
- 6.6 The Customer shall in good faith consider the proposed changes to the Quotation under clauses 6.4 and 6.5. If the Customer is agreeable to the new Quotation, it shall issue a new Purchase Order referring to the new Quotation. If the Customer is not agreeable to the new Quotation, the Supplier shall return the Goods to the Customer (in the same manner the Goods were first delivered to the Supplier) and the Supply Contract shall be treated as discharged, and subject to any accrued rights or remedies, no party shall have any claim against the other in respect of the Supply Contract.
- 6.7 No claims in respect of defect in quality, or non-conformance with the specifications in the Supply Contract will be considered by the Supplier unless written notice by the Customer of such claim(s) is received by the Supplier :-
- (a) where the Supplier transports the Goods to the Customer, within fourteen (14) days of the acknowledgement of the Goods by the Customer; or
 - (b) where the Customer collects the Goods from the Supplier, within fourteen (14) days of the receipt of the Collection Notice by the Customer.
- 6.8 Where any valid claim is informed in writing to the Supplier under clause 6.7 above, the Supplier may, at its sole discretion, replace such Goods and/or re-supply such Services, with or without charge, or refund or waive payment of the order value of the Goods or Services complained of.

6.7 Unless otherwise agreed in writing and signed by both parties, the quality and finish of work shall be such as will provide a reasonable service in compliance with the generally recognized standards in the trade for the class of work, type, quality and finish of the product concerned.

7. DELIVERY

7.1. The Supplier shall effect delivery of the Goods to the Customer by transporting the Goods to the Customer's premise/Customer's third party premise, or the Customer shall collect the Goods from the Supplier's premise/Supplier's authorized third party premise, as may be agreed in the Supply Contract and/or verbally between the Customer and the Supplier.

7.2 Time shall not be of the essence in the Supplier's delivery under the Supply Contract, and the Supplier shall be entitled to make delayed deliveries, partial deliveries and/or advance deliveries if deemed appropriate and practical by the Supplier and

7.3 Without prejudice to any other provision herein, the Supplier shall not be liable for any damage or loss as a direct/indirect result of any delay in delivery, partial delivery or advance delivery.

7.3 Where the Supplier transports the Goods to the Customer, the Supplier reserves the right to charge for all transport costs including any taxes or charges.

7.3 Where the Customer collects the Goods,

(a) The Supplier shall notify the Customer of the collection date, time, and place in the Collection Notice

(b) The Customer shall, within three (3) calendar days from the day and time the Customer received the Collection Notice, take physical possession of the Goods;

(c) If the Customer fails to take physical possession of the Goods as per clause 7.3(b), without prejudice to any other rights that the Supplier may have, the Supplier shall be also entitled to sell or otherwise dispose of the Goods and/or treat the Supply Contract as discharged and the Customer shall indemnify the Supplier in full against all losses, costs, damages, interests, charges and expenses including any third party claims incurred or suffered by the Supplier as a result of the failure.

7.4 Where there is request from customer in written to extend delivery date to the supplier, customer will be fully charged on any storage fee and remaining due payment in full. Warranty of equipment will effectively start from prevailing/original delivery date of Purchase Order. Any extension of warranty on equipment will be charged upon request.

8. PRICES AND PAYMENT

8.1. Prices for Goods and Services are set out in the Quotation.

8.2. The Supplier is entitled to invoice the Customer and to receive payment in accordance with the terms set out in the Supply Contract. The Customer must

pay in full any amounts due on any invoices rendered to the Customer by the Supplier, in full, by the due date stated on the invoice.

- 8.3 Where the Supplier delivers the Goods and/or Services by installments, the Customer shall pay for each installment on the delivery of each installment.
- 8.4 The Customer shall not be entitled to set-off and/or retain any sum payable under the Supply Contract and/or this Standard T&C against any other sum due from the Supplier to the Customer.
- 8.5 If the Supplier does not receive payment on the due dates of payment, then without prejudice to any other right or remedy the Supplier may have, the Supplier may suspend the supply of any Goods and/or Services.
- 8.6 A late interest charge of 3.75% shall be payable on any outstanding amount calculated on a monthly basis from and on the due date of payment until such payment is settled in full.
- 8.7 All bank charges incurred, if any, shall be borne by the payor. The Supplier shall be entitled to the full contract price stated in the Quotation, net of any transaction charges or fees.
- 8.8 All payments to be made to the Supplier shall be free of any set offs and withholdings of whatsoever nature.
- 8.9 (a) All sums payable by the Customer under or in connection with the Supply Contract shall be made in Singapore dollars or such other currency specified by the Supplier (collectively "**Payment Currency**").
- (b) Any amount received or recovered in a currency other than the Payment Currency whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction or arbitral award or otherwise by the Supplier in respect of any sums payable to the Supplier under the Supply Contract shall only constitute a discharge to the Customer to the extent of the Payment Currency amount which the Supplier is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so.
- (c) If that Payment Currency amount is less than the Payment Currency amount expressed to be due to the Supplier under the Supply Contract, the Customer shall indemnify the Supplier against any loss sustained by the Supplier as a result thereof. In any event, the Customer shall indemnify the Supplier against the cost of making any such purchase.
- 8.10 If by reason of any increase in the rates of wages payable to labour or in the cost of material, fuel, gas, electricity, insurance, transport or other services or of conforming to such laws, orders, regulations and bye-laws as are applicable to the work or apply to or affect us in the performance of our obligations under the CONTRACT, Supplier may give notice in writing to CUSTOMER to increase the PRICE to such amount as stated in the notice.
- 8.11 Any increased price shall be payable as from the date of the notice as if it were the original PRICE, and a PRICE so increased may from time to time subsequently be further increased in similar manner. Provided, however, that if within 8 days after receipt of any such notice, the CUSTOMER gives notice in writing to Supplier

to cancel the balance of the CONTRACT, Supplier shall be entitled to complete and charge for any such articles as Supplier have begun to treat at the time of receipt of notice from the CUSTOMER at the price prevailing immediately prior to the date when notice of increase was given.

- 8.12 The PRICE include only such work and services as are specified by the CONTRACT. The extra cost of any work requested by the CUSTOMER that is not specifically required by the CONTRACT shall be added to the PRICE and paid for accordingly and all such work shall be carried out subject to these General Terms.

9. RISK

- 9.1 The Customer warrants that the Goods that are deposited with the Supplier for Services to be rendered require no special storage, and only standard storage conditions in the normal course of business. The Supplier shall not be liable for any damage, destruction or loss to the goods caused by such standard storage conditions unless it has been informed prior to the conclusion of the Supply Contract that such special storage conditions are required and the Supplier gives a written acceptance of such special requirements. The Supplier may at its discretion impose additional cost on the Customer.
- 9.2 The Customer warrants that it has full legal and beneficial ownership and title to all Goods deposited with the Supplier by the Customer, that all such Goods are fit for the purpose of the performance of the Services by the Supplier under the Supply Contract and none of the Goods infringe any Intellectual Property Rights or any other rights of any person.
- 9.3 Where Goods deposited with the Supplier by the Customer result in damage to the Supplier, including through a breach of any of the warranties in clause 9.2, the Customer shall indemnify the Supplier for all such damage.
- 9.3 Risk of loss and/or damage to the Goods, which are deposited with the Supplier by the Customer, shall at all times remain with the Customer. The Supplier undertakes no liability for any destruction damage or loss howsoever caused to the Goods.
- 9.4 The Customer is strongly advised to take out its own insurance with respect to the Goods deposited with the Supplier.
- 9.5 Where the GOODS are being delivered by the CUSTOMER to and from Supplier, the CUSTOMER undertakes at its own expense and risk both to deliver the GOODS to Supplier's premises on the date and at the time notified by Supplier and to collect them within Five (05) working days after notification by Supplier that the finishing has been completed.

Packaging and Transportation of Goods

- 7.1. The CUSTOMER shall be responsible for the adequate packing of the GOODS to protect them in transit against weather conditions, impact damage and other transport risks and for the provision of suitable stillages, pallets and other containers. The CUSTOMER shall use such packing materials as are suitable for reuse by supplier where Supplier is responsible for delivering the Goods to the CUSTOMER. No warranty whatsoever is given by supplier that packing materials, cases, cartons and pallets will be returned to the Supplier but wherever possible these will be returned to the CUSTOMER with the GOODS.

- 7.2. Where the GOODS are being delivered by the CUSTOMER to and from Supplier, the CUSTOMER undertakes at its own expense and risk both to deliver the GOODS to Supplier's premises on the date and at the time notified by Supplier and to collect them within ten (10) working days after notification by Supplier that the finishing has been completed.
- 7.3. For CUSTOMER based outside Singapore, the CUSTOMER shall bear all the insurances, special packing, all import/export duties, taxes or custom clearance fees, freight cost and any other expenses that will have to be incurred for the purpose of delivering the finished GOODS.

10. TAXES

- 10.1 If the Customer must at any time deduct or withhold any tax or other amount from any sum paid or payable by the Customer under the Supply Contract, the Customer shall pay such additional amount as is necessary to ensure that the Supplier receives on the due date and retains (from any liability other than tax on its own overall net income) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made.
- 10.2. The Customer shall pay any GST and any other value added tax chargeable on any payment to the Supplier.

11. WARRANTIES

- 11.1. Unless expressly warranted by the Supplier in the Supply Contract and to the extent permitted by law, the Supplier makes no representation or warranty whatsoever in respect of any matter in the Supply Contract.

12. LIMITATION OF LIABILITY

- 12.1 The Supplier shall not be liable for any Damages, suffered or incurred by the Customer or any of its Personnel which may arise (whether in contract, tort, including negligence under statute or otherwise) by reason of or in connection with this Standard T&C or a Supply Contract.
- 12.2 Without prejudice to the generality of Clause 12.1 and to the extent permitted by law, To the extent the limitation of liability in Clause 12.1 is not permitted by Law, the aggregate cumulative liability of the Supplier shall not exceed the Price whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with this Standard T&C or the Supply Contract.
- 12.3 Unless otherwise agreed by supplier in writing, Supplier shall not be liable for any damages or losses arising from or relating to rejection of any GOODS and/or rework of the GOODS by others, due to non-conformance with the SPECIFICATIONS.
- 12.4 The Supplier shall not be liable to CUSTOMER for any direct, indirect or consequential loss or damage whatsoever.

13. TERMINATION

13.1. The Supplier may terminate any Supply Contract without compensation to the Customer, by giving written notice to the Customer of immediate termination upon the occurrence of any of the following events:-

- (a) an Insolvency Event occurs in respect of the Customer; or
- (b) the Customer breaches Clause 15 (Confidentiality); or
- (c) the Customer is in default of any payment obligation; or
- (d) the Customer commits any breach of any of the provisions of the Supply Contract and this T&C

13.2 Termination of any Supply Contract does not affect any accrued rights or remedies a party may have.

14. APPLICABLE LAW AND RESOLUTION OF DISPUTES

14.1. The Supply Contract shall be interpreted, construed and governed by the laws of the Republic of Singapore. It is hereby agreed that the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

14.2. The parties to the Supply Contract shall continue to fulfil their respective obligations under the Supply Contract during the currency of the Supply Contract pending the final decision of the courts.

15. CONFIDENTIALITY

15.1. The Customer shall keep strictly confidential, not disclose to any third party and use only for the purposes of the Supply Contract all information relating to the Goods and/or Services (whether technical or commercial) and to the affairs and business of the Supplier, whether such information is disclosed to the Customer by the Supplier or otherwise obtained by the Customer as a result of its association with the Supplier.

16. FORCE MAJEURE

16.1. If the Supplier is prevented from performing wholly or in material aspects is obligations under this Standard T&C or the Supply Contract by reason of any supervening event beyond its reasonable control, the Supplier shall within a reasonable time notify the Customer of the nature and extent thereof. In such event, the Supplier shall not be deemed to be in breach of this Standard T&C or the Supply Contract or otherwise be liable to the Customer, by reason of any delay or non-performance of any of its obligations, hereunder to the extent that such delay or non-performance is due to any force majeure event of which the other party has been notified pursuant to this Clause 16.1.

For the purposes of clause 16.1 above, events beyond the Supplier's reasonable control include but are not limited to:-

- (a) Act of God, explosion, pandemic, flood, storm, fire or any other natural disasters or disruptions;
- (b) War or threat of war, terrorism, sabotage, insurrection, civil strife or disturbance;
- (c) Acts, restrictions, regulations, byelaws, prohibitions, measures, policies of any kind on the part of the government and its authorized agents or international organisations;
- (d) Import/export regulations and embargo;
- (e) Strikes, lock-outs or other industrial actions or trade disputes;
- (f) Difficulties in obtaining raw material, labour, energy and other operational consumables;
- (g) Power failure, water, gas or any other energy and operational disruption.

17. GENERAL PROVISIONS

17.3 Relationship: Nothing in this Standard T&C or any Supply Contract constitutes any relationship of employer and employee nor principal and agent between any Customer Group Company and the Supplier.

17.4 Severability: The whole or any part of any clause of this Standard T&C or any Supply Contract that is illegal or unenforceable will be severed and that severance will not affect the continued operation of the remaining provisions.

17.6 Variations: Any variations to this Standard T&C or any Supply Contract shall be evidenced in writing and signed by both parties.

17.7 Notices:

17.7.1 A party notifying or giving notice under this Standard T&C or any Supply Contract shall do so by notice:

- (a) in writing;
- (b) addressed to the address or facsimile number of the recipient specified in the Quotation or Supply Contract, as may be altered by notice given in accordance with this clause; and
- (c) hand delivered at or sent by prepaid registered post to that address or by facsimile to that facsimile number.

17.7.2 A notice given in accordance with Clause 17.7.1(a) above will be deemed received:

- (a) on the date of delivery, if hand delivered at the recipient's address;
- (b) three (3) days after the date of posting if sent by prepaid registered post; and

- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within twenty-four (24) hours after that transmission, the recipient informs the sender that it has not received the entire notice.
- 17.8 Non-exclusivity: Notwithstanding anything in the Supply Contract, the Supplier shall, in its sole discretion, reserve the right to enter into any negotiations, arrangements or agreements with any person (other than the Customer) for the or supply of the same or similar goods and services contained or referred to in the Supply Contract without being liable to the Customer in any way whatsoever.
- 17.9 Contracts (Rights of Third Parties) Act Chapter 53B: A person who is not a party to this Standard T&C has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Standard T&C.
- 17.10 Sale of Goods (United Nations Convention) Act Chapter 283A: The parties hereby agree that the Sale of Goods (United Nations Convention) Act Chapter 283A shall not apply to the transactions contemplated in this Standard T&C.
- 17.11 Assignment:
 - 17.11.1 The Supplier shall have the right to transfer, assign, or dispose any of its rights and obligations under this Standard T&C or Supply Contract or sub-contract or otherwise delegate any of its obligations hereunder, to any person or entity as it deem fit for the purpose of fulfilling its services under any Supply Contract.
 - 17.11.2 The Customer shall not assign, transfer, mortgage, charge or dispose any of its rights or sub-contract or otherwise delegate any of its obligations under this Standard T&C or the Supply Contract.
- 17.12 Waiver: No waiver by the Supplier of any breach of any of the terms and conditions in this Standard T&C or the Supply Contract shall be construed as a waiver of any subsequent breach of the same or any other term and conditions.

18 SUITABILITY OF GOODS FOR FINISHING

- 8.1. It shall be the CUSTOMER'S responsibility to ensure that the GOODS are suitable for finishing/production/operation. Supplier shall be under no obligation to ensure that any GOODS/EQUIPMENT SUPPLIED, or components or parts thereof, are an exact match or that one batch exactly matches another, whether the colour or finish are defined by reference to a sample or description.
- 8.2. Where a colour or finish is specified in the CONTRACT by reference to a sample or description, the Customer shall accept as complying with the CONTRACT all parts which are a commercial match with the sample or correspond with the description, as the case may be, and a commercial match with each other in accordance with the standard generally recognised in the trade. For the avoidance of doubt, Supplier shall be under no liability for any failure to provide a commercial match if failure is due wholly or partly to differences in materials from which the respective GOODS, or components or parts thereof, are made or to any process or treatment to which the same have previously been submitted.