

APPENDIX 1 : GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF GOODS & SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

Purchaser shall mean the company which has issued the Purchase Order or its successors or assigns and shall include any officers authorised by the Purchaser to act on its behalf.

Contract shall mean the contract between the Purchaser and the Supplier, comprising these General Terms and Conditions for the Provision of Goods & Services, the Purchase Order(s) and any mutually agreed written amendments thereto.

Supplier shall mean the Vendor or Seller named in the Purchase Order and includes its successors or assigns, including any officers authorised by the Supplier to act on its behalf.

Goods means any such goods including all parts that are to be supplied by the Supplier under this Contract and in accordance with the requirements specified in the Purchase Order.

Purchase Order shall mean the purchase order issued by Purchaser setting out the particulars of the Goods and Services required to be performed by the Supplier and all other terms specific to the Goods and Services and includes all documents referred to in it.

Services shall mean all the work which the Supplier is required to perform under this Contract, more particularly described in the Purchase Order and all other services which may not have been expressly stipulated therein, but which are to be necessarily implied for the satisfactory and timely performance of the Services or which are customarily provided in accordance with generally accepted practice for that industry in Singapore for the provision of the Services.

1.2 A reference to the whole includes any part thereof and a reference to the word "include" or "including" shall not be construed as having any limiting effect.

1.3 These General Terms and Conditions shall override and supersede any other terms and conditions proposed by the Supplier, unless otherwise expressly agreed to in writing by the Purchaser.

2. PROVISION OF GOODS & SERVICES

2.1 The Supplier shall supply the Goods in accordance with this Contract and ensure that the Goods (i) conform with the required specifications including but not limited to the quantity, quality, description and/or

particulars; (ii) be of good quality and workmanship; and (iii) be fit for the purpose for which it is intended and be capable of any standard of performance as specified in the Contract. For the avoidance of doubt, no deviations, departures or variations from the required specifications may be made without Purchaser' prior written consent.

2.2 All goods, materials, works or other items ordered shall be adequately packed and protected for transportation to the site. For the avoidance of doubt, the Supplier shall provide all such packing material, boxes, crates or other containers at its own cost and expense and where practicable, shall and where practicable, shall ensure that all the packing material, boxes, crates or other containers bear a label stating the Purchase Order Number and a brief description of the contents therein.

2.3 The Goods shall, where relevant, be supplied by the Supplier together with all ancillary equipment, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of the Goods and all such parts, components or items shall be deemed part of the Goods for the purposes of this Contract; and all warranties and provisions relating to delivery and passing of title and risk under this Contract shall accordingly be applicable thereto. The cost of providing all such parts, components or items is deemed to be included in the Contract Price.

2.4 This Contract is not exclusive to the Supplier and the Purchaser reserves the right to purchase the Goods and/or Services from other vendors as it deems fit or necessary.

2.5 The Supplier shall provide the Services to the Purchaser in accordance with this Contract. The Supplier shall ensure that the Supplier's workers assigned to perform the Services or any part thereof, shall be suitably qualified, have the requisite experience and expertise to undertake the Services to the standards required by the Purchaser and meet any requirements for the Services.

2.6 The Supplier shall ensure full compliance with all Singapore laws, including the Workplace Safety and Health Act (Cap. 354A) and all the regulations enacted thereto, Environmental Protection and Management Act (Cap 94A) and Building Control Act (Cap 29) and obtain and maintain all licences, permits and approvals as may be necessary including all export and import licences required to provide the Goods and complete the Services.

2.7 Supplier shall comply with all labour and employment laws regarding the engagement of its workers and ensure that no illegal immigrant shall be employed by him or any subcontractor in the execution of any part

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of the Services. The Supplier shall be solely liable for and shall indemnify the Purchaser against any damage, expense, liability, loss, claim or proceedings as a result of any illegal immigrants found to be employed by the Supplier and the Purchaser reserves the right to impose such other measures as de-registration or debarment of the Supplier.

2.8 The Supplier shall ensure the following:

2.8.1 that safe practices and methods are adopted by its workers in compliance with all laws;

2.8.2 that its workers deployed are suitable for the provision of Services under the Contract;

2.8.3 that the Workers will consent to further security checks by the Purchaser if deemed necessary by the Purchaser; and

2.8.4 that its workers will adhere to all regulations and procedures imposed by the relevant authorities or by the Purchaser.

2.9 The Supplier shall replace any of the Supplier's worker(s) within seven (7) days from the date of written notice issued by the Purchaser that the said worker is either:

2.9.1 technically incompetent or negligent in carrying out the Services and all efforts by the Supplier have failed to resolve the issue within the said period; or

2.9.2 conduct of the said Worker is found to be damaging to the performance of the Services or the Contract.

If the Purchaser so instructs the Supplier to replace the Worker under this sub-clause, the said worker shall be removed from or cease to be involved in the performance of Services under this Contract with immediate effect from the date of the written notice.

3. DELIVERY OF THE GOODS AND PERFORMANCE OF THE SERVICES

3.1 The Supplier shall deliver the Goods at his own expense at the time, date and location specified in the Purchase Order, or in accordance with the Purchaser's instructions.

3.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking and where applicable, the installation, testing and

commissioning of the Goods by the Supplier in accordance with this Contract.

3.3 The Supplier shall strictly follow the delivery requirements of the Purchaser as time is of the essence, and failure to do so will be considered a material breach. The Purchaser reserves the right, at its discretion, to vary the delivery instructions, including the location, date and time of delivery of the Goods at no additional cost to the Purchaser.

3.4 The Purchaser may reject the Goods which are defective or not in full compliance with the required specifications, and shall have the unfettered right to terminate the Contract forthwith, unless the Purchaser in its sole and absolute discretion, instructs the Supplier to take all necessary steps to replace any defective Goods or ensure due compliance within the time stipulated by the Purchaser. For the purposes of this Contract, "defective" means Goods that are found on delivery to be faulty, non-functioning, damaged or in any way inferior to approved samples.

3.5 If the Supplier fails to deliver the Goods in accordance with Clause 3.1 or to replace the defective Goods in accordance with Clause 3.4 above, the Purchaser shall be entitled, without prejudice to its accrued rights against the Supplier for failure of or late delivery, to obtain such Goods from other sources and in such event to reject late delivery of the Supplier's Goods in favour of delivery by such substitute source, and all additional costs in obtaining such Goods from such alternative sources, including the Purchaser's administrative costs and any positive price differential for the Goods or such generic alternatives accepted by the Purchaser, shall be borne by the Supplier.

3.6 Time for the performance of the Services is of the essence. The Supplier shall perform the Services within the timelines and work plan approved by the Purchaser in order to complete the Services within the time stipulated by the Purchaser.

3.7 The Supplier shall closely monitor the progress of the Services and where required by the Purchaser, provide the Purchaser with progress reports which shall inform of all delays and possible delays and their likely effect on the carrying out of the Services. The Supplier shall also propose to the Purchaser recovery and/or remedial actions to be taken to regain the original timeframe for completion.

3.8 If the Supplier fails to carry out the Services, the Purchaser shall be entitled, without prejudice to its accrued rights against the Supplier, to

3.8.1 claim from the Supplier or to deduct from the Contract Price, liquidated damages

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(and not as a penalty) in accordance with Clause 6 below;

3.8.2 obtain the Services from other sources and in such event all additional costs in obtaining the Services from such alternative sources, including the Purchaser's administrative costs and any price differential shall be borne by the Supplier.

3.9 The Supplier shall, at its own cost, make good to the reasonable satisfaction of the Purchaser all damage to any part of the Purchaser's property (including all installations and equipment provided by the Purchaser) caused by the Supplier in the course of carrying out the Services.

4. ACCEPTANCE

4.1 The Goods will not be considered delivered or accepted by the Purchaser until after the Purchaser has inspected the Goods and accepted the Goods, and the Purchaser has notified the Supplier of the same in writing.

4.2 The risk of loss or damage to the Goods shall not pass from the Supplier to the Purchaser until acceptance of the Goods in accordance with this Clause 4.1. Legal and beneficial title to the Goods shall pass from the Supplier to the Purchaser upon acceptance of the Goods by the Purchaser pursuant to Clause 4.1.

5. TESTING & COMMISSIONING OF EQUIPMENT

5.1 The Supplier warrants that the Goods and the installation of the Goods shall be free from all defects patent or latent, and that upon completion of installation, the Goods shall be fully and efficiently operable and shall be fit and safe for its intended uses.

5.2 Where testing of the Goods is required by the Purchaser, delivery shall not be deemed to have taken place unless and until the Goods has been tested by the Purchaser, and the Purchaser is satisfied that the Goods is in full compliance with the requirements under this Contract and has notified the Supplier of the same. Any component of the Goods in respect of which such testing is required shall not be deemed accepted and commissioned until the Purchaser notifies the Supplier of the same.

5.3 Where testing and commissioning of the Goods is required, they shall be conducted in accordance with the requirements set out by the Purchaser. The Supplier shall be suitably equipped with all necessary test and measuring instruments, which shall be fully calibrated, and shall provide competent personnel

who shall test and demonstrate the Goods and in accordance with the instructions of, and in the presence of and to the satisfaction of, personnel representing the Purchaser. The Purchaser shall not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for the Goods or any part thereof until the Goods has been properly installed and duly commissioned in accordance with this clause.

5.4 In the event that part or all of the Goods is rejected by the Purchaser, the Supplier shall, within two (2) working days of notification of rejection from the Purchaser, collect the same from the Purchaser, failing which the Purchaser may dispose of such rejected Goods as it sees fit.

6. LIQUIDATED DAMAGES

6.1 Without prejudice to the Purchaser's rights under Clause 3.5 or 3.9 above, but in the event of late delivery of the Goods or late performance of the Services, Purchaser shall be entitled to recover from the Supplier liquidated damages (and not as a penalty) calculated at the rate of 0.1% of Purchase Order Price or otherwise specified in the Purchase Order, for each day (including Saturdays, Sundays and Public Holidays) of delay up to a maximum of ten per cent (10%) of the Purchase Order Price for the delivery of the Goods or performance of the Services.

6.2 Supplier accepts and acknowledges that the rate of liquidated damages set out above are and do represent a genuine pre-estimate of the loss or damage likely to be incurred or suffered by Purchaser as a result of the Supplier's late delivery of the Goods or late performance of the Services.

6.3 Notwithstanding Clause 6.1, if there is significant delay in delivery of the Goods or performance of the Services by the Supplier and the delay is not due to a force majeure event, the Purchaser reserves the right to terminate this Contract and to be indemnified by the Supplier against all losses, damages, claims or demands suffered or incurred by the Purchaser or to which the Purchaser may be liable as a result of the Supplier's delay.

7. PAYMENT TERMS

7.1 The Supplier will invoice the Purchaser upon the Purchaser's acceptance of the Goods or upon the completion of the Services. Unless otherwise agreed, the Supplier shall make payment within thirty-five (35) days from the date of receipt of the invoice.

7.2 Each invoice shall contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price and shall tally with the

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same description and quantities set out in its corresponding Delivery Order. Each invoice must refer to one, and only one, Purchase Order. Any invoice by the Supplier without any accompanied delivery order duly signed and endorsed by the Purchaser shall be rejected.

7.3 The Supplier shall not be entitled to payment for any Goods or Services rejected by the Purchaser for any reason whatsoever.

7.4 Any payment made to the Supplier by the Purchaser shall not prejudice the Purchaser's right to reject deficient Goods and/or Services that do not comply with the provisions of this Contract or the Supplier's responsibility to replace defective Goods or re-perform deficient Services. The Purchaser reserves the right to reject any claim for payment (whether in whole or in part) that it determines in its absolute discretion not to be in accordance with the provisions of this Contract. For the purposes of this Contract, "defective" means Goods that are found to be faulty, non-functioning, damaged or in any way inferior to approved samples; and/or Services which do not comply with the Contract.

7.5 The Purchaser will not pay for any other expenses or costs of whatsoever nature for the delivery of the Goods or performance of the Services, other than as expressly stipulated in this Contract.

7.6 Without limiting the Purchaser's rights, the amount of any payment or debt owed by the Supplier to the Purchaser may be deducted by the Purchaser from any monies payable by the Purchaser to the Supplier.

8. REPRESENTATIONS & WARRANTIES

8.1 The Supplier hereby represents and warrants that:

8.1.1 it has full power and authority to enter into and perform this Contract and this Contract constitutes a valid and binding obligation on it;

8.1.2 any and all information provided by it to the Purchaser remains true and accurate;

8.1.3 the Goods and Services shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety requirements, and meet all relevant industry standards;

8.1.4 the Goods and Services or any part thereof do not and will not infringe the intellectual property rights of any person and the Supplier shall, where applicable, obtain for

and grant to the Purchaser, free of any additional charge, a worldwide, perpetual, nonexclusive licence to use all intellectual property owned by or licensed to the Supplier that are necessary for the use of the Goods and/or Services;

8.1.5 full legal and beneficial title to the Goods shall pass from the Supplier to the Purchaser upon acceptance of the Goods, free of any form of encumbrance;

8.1.6 the execution of the Contract and delivery of the Goods and the performance of the Services and its obligations under this Contract will not result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body by which it is bound;

8.1.7 it has the necessary manpower, skills and expertise to carry out the Services in accordance with professional standards; and

8.1.8 no proceedings or other steps have been taken for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

8.2 The Supplier further warrants that the Goods and the Services shall be free of defects including for the duration of the warranty period. If any Services are found to be defective, or any Goods are found (including during the Warranty Period, where applicable) to be:

8.2.1 defective in design, materials or workmanship (including without limitation breakdowns, failures and inferior workmanship);

8.2.2 not fit for purpose or not in accordance with the terms of the Contract;

8.2.3 inferior to approved samples; or

8.2.4 fails to function properly or fails to meet any standard of performance or specifications, the Supplier shall, at its own expense, upon the written notification of the Purchaser and within the time stipulated therein, replace, rectify or otherwise repair the damages or defective Goods and/or re-perform the defective Services and make good the same to the Purchaser's satisfaction within the time stipulated by the Purchaser in the written notification,

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which shall not be less than three (3) working days.

9. INSURANCE

9.1 Without prejudice to its liability to indemnify the Purchaser under Clause 14, Supplier shall before the commencement of any work under this Contract, maintain a policy of insurance indemnifying and all his subcontractors from all liabilities under the Work Injury Compensation Act or any statutory modification or re-enactment thereof and from all costs and expenses incidental or consequential thereto; and

9.1.1 such insurances in respect of injury or damage to property real or personal (other than the Services) arising out of or in the course of or by reason of the carrying out of the Services and caused by any negligence, omission, breach of contract or default of the Contract or persons for whom the Supplier is responsible including its subcontractors; and

9.1.2 such insurances against all damage, loss or injury from whatever cause arising (other than the risks that the Purchaser agrees to exclude) for which the Supplier is responsible under the terms of the Contract.

The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy liabilities under this Contract.

9.2 Supplier shall provide copies and relevant endorsements of the insurance policies to Purchaser as soon as is reasonably practicable and whenever required by Purchaser. Any material change or modifications pertaining to any of the policies shall be approved by Purchaser (such approval not to be unreasonably withheld) and the Supplier shall immediately provide upon renewal, expiration, changes or cancellation of any insurance coverage, a new certificate of insurance to Purchaser.

10. TERMINATION

10.1 Without prejudice to the accrued rights of each of the parties at the date of termination pursuant to this Clause 10, Purchaser may terminate this Contract at any time and without any liability, reason or ground whatsoever upon giving a seven (7) day prior written notice to the Supplier, and which termination shall take effect from the date stipulated in such written notice.

10.2 Without prejudice to any of Purchaser's rights and remedies in contract and/or at general law, upon the termination of the Contract pursuant to Clause 10.1 above, Purchaser shall be obliged to compensate the Supplier only for the Goods delivered and accepted by the Purchaser or Services properly performed up to and including the date of such termination.

10.3 Without prejudice to Clause 10.1 above and/or to any other rights or remedies available to Purchaser under general law, Purchaser shall have the right to immediately terminate this Contract by written notice to the Supplier:

10.3.1 if the Supplier commits a breach and fails to remedy that breach within the time stipulated in the notice given by the Purchaser to remedy the breach; or

10.3.2 if the Supplier commits a material breach or a breach that is not in the opinion of the Purchaser capable of remedy; or

10.3.3 if there is a delay in the delivery of the Goods or performance of the Services by the Supplier and the delay is not due to a force majeure event; or

10.3.4 if the Supplier commits an act of bankruptcy or become bankrupt or insolvent or enter into any agreement of composition or deed of arrangement with his creditors or if being a company, a winding up order is made or if a receiver or manager of his undertaking is appointed or possession taken or execution levied by creditors or debenture holders or under a floating charge or if a judicial manager is appointed or if the Supplier is subject to any analogous proceedings outside of Singapore; or

10.3.5 if the Supplier fails to meet its obligations and/or timelines under this Contract.

10.4 In the event of termination under Clause 10.3 above:

10.4.1 the purchase of any Goods which have not been delivered in accordance with Clause 4, or any Services which have not been performed shall be deemed cancelled, and the Supplier shall have no claim whatsoever against the Purchaser in respect of these undelivered Goods or unperformed Services; and

10.4.2 the Supplier shall refund and repay to the Purchaser any advance payment received from the Purchaser without prejudice to the

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Purchaser's other rights to claim compensation and damages under the Contract, including without limitation to compensation for increased costs in obtaining the Goods from other sources; and

10.4.3 the Purchaser may carry out the completion of the Services and rectify any defects in the Services by any means and all costs so incurred shall be payable by the Supplier and/or deducted from the sums due to the Supplier or become a debt payable to the Purchaser by the Supplier. The Purchaser may use for completion of the Services any of the equipment, temporary buildings, scaffolding, structures, tools, goods, equipment and unfixd materials left upon the site; and

10.4.4 no sum shall be certified as due to the Supplier nor shall the Purchaser be liable to pay to the Supplier any sum (including damages and amounts for which the Purchaser was liable at the date of termination) in respect of the Contract until the Purchaser has ascertained and certified an amount representing the total cost to the Purchaser of completion and remedying of any defect, damages for delay in completion (if any) and all other expenses incurred by the Purchaser.

10.5 Upon the termination of the Contract, the Supplier shall:

10.5.1 immediately vacate the site and leave all his equipment, temporary works, tools, materials, goods and articles on the site other than those which Purchaser may specifically direct the Supplier to remove; and

10.5.2 the Supplier shall deliver up to the Purchaser any confidential information including all documents provided by and/or belonging to the Purchaser, as well as all documents, materials, technical data, drawings, plans, specifications, calculations or any other tangible work whether prepared by the Supplier or others in connection with the Services; and

10.5.3 deliver to the Purchaser any goods or materials which have vested in Purchaser by virtue of the Contract. If the Supplier fails to do so, Purchaser may enter the Supplier's premises and seize such equipment, goods, and materials and recover the expense of doing so from him.

11. CONFIDENTIALITY

Supplier shall keep confidential all information (whether written or oral), which he has obtained or received as a result of any discussions with Purchaser and/or Purchaser's representatives in connection with this Contract or the Project. Supplier shall not disclose any information in whole or part to any third party without Purchaser's prior written consent, save for information disclosed to his employees, representatives, sub-contractors or agents on a "need to know" basis and in such an event, Supplier shall ensure that such employees, representatives, sub-contractors, agents and his respective employees keep such information confidential.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier shall ensure that the Goods and Services or any part thereof do not and will not infringe the intellectual property rights of any person and the Supplier shall, where applicable, obtain for and grant to the Purchaser, free of any additional charge, a worldwide, perpetual, nonexclusive licence to use all intellectual property owned by or licensed to the Supplier that are necessary for the use of the Goods and/or Services;

12.2 The Supplier shall indemnify and keep indemnified Purchaser from any and all liability, loss, damage, costs and expenses which Purchaser may incur or suffer (including but without limitation to any economic loss, loss of profits, loss of revenue, loss of business, loss of reputation or loss of goodwill) as a result of Supplier's failure to comply with any term or condition herein or as a result of any dispute or contractual, tortious or other claims or proceedings brought against Purchaser by a third party alleging infringement of its Intellectual Property Rights.

13. NO SUBCONTRACTING OR ASSIGNMENT

13.1 The whole or any part of the Contract shall not be sub-contracted, novated or assigned to any other party without Purchaser prior written consent, which consent may be withheld at Purchaser's sole discretion. For the avoidance of doubt, the Supplier shall be responsible for the acts or default of any of his sub-contractors as if they were his own acts or defaults.

13.2 Supplier shall not assign his right to receive monies under the Contract to any other party without our prior written consent. Any assignment of such right without Purchaser's prior written consent shall not be binding on Purchaser.

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14. INDEMNITY

14.1 Supplier shall indemnify Purchaser against any claims, demands, proceedings, liabilities, damages, loss, costs and expenses (including professional fees on a full indemnity basis) made against or incurred by Purchaser (including but not limited to any personal injuries or death and damage to property) whatsoever and howsoever arising from, in the course of, or by reason of his performance of the Contract, unless such claims, liability, damages, loss, costs and expenses are due solely to Purchaser's gross negligence or wilful default.

14.2 For the avoidance of doubt, the indemnity in Clause 14.1 above shall not be defeated or reduced by reason of the fact that Purchaser may have neglected or omitted to supervise the Supplier or to detect and prevent defective work or to give instructions to ensure proper performance of his obligations under this Contract.

14.3 Notwithstanding anything to the contrary herein, Purchaser shall in no circumstances be liable to the Supplier for any consequential or indirect loss or damage of any nature whatsoever (including but without limitation loss of profits, loss of business, loss of contracts, loss of revenue, loss of anticipated savings or loss of goodwill) arising out of or in connection with the terms of this Contract or any matter whatsoever.

15. LAW AND JURISDICTION

15.1 The Contract shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. Any rule or regulation relating to the resolution of disputes by arbitration which is inconsistent with this Contract shall not bind the parties.

15.2 Without prejudice to the SOP Act, if a dispute or difference arises between the parties as to any matter arising under and/or out of and/or in connection with this Contract or out of or in connection with the delivery of the Goods or the performance of the Services, the parties may refer the dispute for mediation at the Singapore Mediation Centre in accordance with the Mediation Rules for the time being in force. For the avoidance of doubt, prior reference of the dispute or difference to mediation under this Clause 15.2 shall not be a condition precedent for its reference to arbitration by either party nor shall it affect either party's rights to refer the dispute or difference to arbitration under Clause 15.3 below. The Expedited Procedure Provisions shall not apply.

15.3 In the event of any dispute(s) or difference(s) between the Purchaser and the Supplier arising out

of and/or in connection with this Contract, including any question as to the existence, validity, interpretation or termination of the Contract, the said dispute(s) or difference(s) shall be referred to and finally resolved by arbitration. The seat of the arbitration shall be Singapore. The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of a sole arbitrator agreed by the Supplier and Purchaser within fourteen (14) days of either party giving written notice requiring arbitration to the other, failing such agreement, to be appointed by the President of the Court of Arbitration for the time being of the SIAC upon application made by either party. The language of the arbitration shall be English. Notwithstanding anything stated in this Contract, parties may apply to the courts for interlocutory injunctive relief only, without having to first commence arbitration proceedings under this clause.

16. NOTICES

16.1 Except as otherwise provided for in this Contract, all dispute originating processes, notices or other communications under or in respect of this Contract to either party shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) or when dispatched (in the case of facsimile) to the party addressed to it at the address appearing below (or at such address as the party may hereafter specify for this purpose to the other):

16.1.1 In the case of Purchaser addressed to the Project Manager and / or Contract Manager at:

- (a) The address referred to in the Purchase Order
- (b) Facsimile No. as referred to in the Purchase Order.

16.1.2 In the case of the Supplier at:

- (a) The business address found in the most recent communication or the registered address of the Supplier according to the latest records in ACRA
- (b) Facsimile No. as referred to in the Purchase Order.

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17. INDEPENDENT CONTRACTOR

For purposes of this Contract and all Goods and Services to be provided hereunder, the Supplier shall not be considered a partner, co-venturer, agent, employee, or representative of the Purchaser, but shall remain in all respects an independent Supplier, and neither party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party.

18. REASONABLE ENDEAVOURS

The Parties shall use all reasonable endeavours to carry out its obligations under the Contract.

19. SEVERANCE

In the event that any (or any part) of these terms, conditions or provisions of the Contract shall be declared invalid, unlawful or unenforceable, such terms (or parts), conditions or provisions shall be severed. The remaining terms (or parts), conditions or provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

20. NO WAIVER OF RIGHTS

The failure by Purchaser to insist upon strict performance of any part of the Contract, or delay in or failure to exercise any rights or remedies herein, or properly to notify the Supplier in the event of breach, or the payment for any services hereunder shall not be deemed to be a waiver of any right of Purchaser, nor shall any termination of the Contract by Purchaser operate as a waiver of any of its terms.

21. THIRD PARTY RIGHTS

A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any statutory modification or re-enactment thereof for the time being in force to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. COUNTERPARTS

This Contract may be executed in one (1) or more counterparts by the duly authorized representatives of the parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract provided that this Contract shall be of no force and effect until the counterparts are exchanged.

23. ENTIRE AGREEMENT

The parties expressly acknowledge that they have read this Contract and understood its provisions. The parties agree that this Contract constitutes the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, 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.