

**TERMS AND CONDITIONS OF PURCHASE****Last Updated: 15<sup>th</sup> March 2021**

These Terms and Conditions of Purchase (“**Terms**”) are the sole terms and conditions governing any purchase of products and/or services by ComfortDelGro Corporation Limited and/or its subsidiaries (the “**Client**”) from the party supplying the products and/or services (“**Supplier**”), unless otherwise agreed in writing by the Client. The Client hereby objects to and rejects any additional or different terms proposed by the Supplier unless the Client expressly agrees to such terms in writing. “**Contract**” shall mean any agreement for the purchase of products and/or services by the Client.

**1. Supply of Products and Services**

The Supplier shall supply and deliver to the Client all the products and/or services set out in the Contract. The Supplier shall be deemed to have agreed to the terms hereof upon (a) acknowledgement by the Supplier (whether in writing or otherwise), or (b) provision of such products or services by the Supplier in whole or in part.

**2. Delivery**

Delivery terms shall be DDP SINGAPORE INCOTERMS 2010 or as otherwise stated in the Contract. All products shall be suitably packed, marked and delivered to the Client at the location designated by Client, and, unless otherwise agreed in writing, at no additional charge to the Client. The Client will have no liability to pay for products delivered in excess of the quantities specified in the delivery schedules. The Supplier shall be responsible for any loss or damage occurring in transit, whenever he is obliged to deliver the products. Title of products passes to Client on delivery. Unless otherwise agreed in writing by the Client, the Supplier shall deliver the products according to the delivery schedule specified by the Client. Time shall be of the essence. If the Supplier fails to deliver the products or services by the specified time, the Client shall be entitled to reject the relevant products or services and seek an alternative supply thereof and the Supplier shall be liable for any and all costs thereby incurred by the Client, including but not limited to the cost of obtaining such alternative supply.

**3. Right to Reject Defective Products or Services**

The Client may reject defective or non-conforming products and/or services and shall have no obligation to pay for such products or services. Acknowledgement of delivery or payments for products or services by the Client shall not be deemed to constitute an acceptance of the products or services, nor constitute a waiver of the Client’s right to reject them. The Supplier shall be liable for any and all costs thereby incurred by the Client, including but not limited to the cost of obtaining alternative supply.

**4. Prices and Payment**

The price of the products and services shall, unless expressly stated otherwise, be inclusive of all applicable taxes, duties, and any charges (including bank charges), in compliance with applicable laws and regulations. The prices specified herein are the fixed and shall not be subject to any increase as a result of any increase in cost of labour, material or foreign currency exchange etc., which may be incurred by the Supplier which are necessary to meet its obligations hereunder.

The Supplier shall submit an invoice for payment after the Client has received and accepted the delivery and/or supply of the products and/or services. Payment of the relevant invoice is to be made 30 days from receipt of invoice or on such other terms as may be agreed between the Supplier and the Client in writing.

**5. Warranty**

The Supplier warrants that the products supplied shall be new, safe, of merchantable quality, fit for purposes for which they are intended, without defects in material, manufacture, design and in any other aspects, and comply with the specifications required by the Client and all relevant laws, regulations and rules, and services will be carried out with high quality according to best practices and industry standards, in compliance with specifications required by the Client and all relevant laws, regulations and rules. The Supplier undertakes to remedy any defect arising from faulty design materials or workmanship or to re-execute any deficient service on timely basis upon Client’s notice without cost to Client.

## 6. Indemnity

The Supplier shall indemnify and hold the Client, its officers, employees and agents harmless from and against any and all demands, losses, damages, claims, death, injuries, expenses and/or costs (including legal costs) arising from or attributable to the negligence, breach of contract or default of the Supplier, his servants or agents in performing its obligations under the Contract. This Clause 6 shall survive the expiry or termination of the Contract.

## 7. Confidentiality

The Supplier shall treat any information received from Client as confidential, and shall not disclose the same to any third party without the prior written consent from Client or unless required by law. The confidentiality obligations shall survive the expiry or termination of the Contract.

## 8. Liability

The Client shall under no circumstances whatsoever be liable for any loss of profit, loss of revenue, loss of use or any indirect or consequential loss arising under or in connection with the Contract, regardless of the cause, including breach of contract, tort (including negligence), strict liability or otherwise. Nothing herein or in the Contract shall limit the Supplier or the Client's liability liability for: (a) death or injury caused by negligence or the negligence of a party's directors, officers or employees; (b) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful to exclude or restrict liability.

## 9. Gifts, Inducements and Rewards

The Client shall be entitled to terminate the contract with Supplier and to recover from the Supplier the amount of any loss resulting from such termination, if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action to the obtaining or execution of the contract with the Client or for showing or forbearing to show favour to any person in relation to any contract with the Client or if the like acts shall have been done by any person employed by the Supplier or acting on his behalf (whether with or without

the knowledge of the Supplier) or if in relation to any contract with the Client, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or Prevention of Corruption Act of Singapore or shall have given any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act of Singapore.

## 10. Termination

10.1. The Client may at any time and for any reason terminate the Contract upon giving seven (7) days' prior written notice to the Supplier, and the termination shall take effect from the date stipulated in such notice. The Supplier shall be entitled solely to payment for products delivered or services completed prior to the date of termination.

10.2. Without prejudice to the foregoing and any other rights and/or remedies available to the Client under law, the Client shall have the right to terminate the Contract forthwith by written notice to the Supplier, if the Supplier:-

- (a) commits a breach or defaults in the performance of any of its obligations hereunder and such breach or default is not remedied within seven (7) days from the date of the Client's written notice;
- (b) becomes insolvent, makes a general assignment for the benefit of its creditors or commits an act of bankruptcy or if a petition for its reorganization or the readjustment of its indebtedness is filed by or against it or if a receiver, trustee or liquidator of all or substantially all of its property be appointed;
- (c) commits or attempts to commit an offence under the laws of Singapore in the course of obtaining or performing its obligations pursuant to the Contract; or
- (d) has engaged or engages in any conduct prejudicial to the businesses of the Client.

## 11. Intellectual Property Rights

The Supplier warrants that none of the products, services, or any item or deliverable as contemplated to be supplied pursuant to the Contract infringes any intellectual property rights of any party. The Supplier shall at its expense defend the Client against any claims from a third party that its intellectual property rights are infringed in relation to the performance of the Contract or use of the products or services supplied hereunder. The Supplier shall fully indemnify and hold the Client

harmless against any losses, costs, expenses, demands or liability, whether direct or indirect, arising out of or in connection with any part of the products, services or any items supplied hereunder.

## 12. Miscellaneous

12.1. Severability. If any provision of the Contract is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remaining provisions shall continue in force and effect.

12.2. Waiver. Any restraint, delay or failure by Client to enforce any of the provisions herein or any of its rights shall not constitute a waiver of such provisions or such rights or in any way affect the validity of the Contract. In particular, the Client's acceptance of any late delivery shall not constitute a waiver of its rights under the Contract.

12.3. Amendments. No amendments or modifications to the Contract shall be effective unless in writing by the Client.

12.4. Assignment. The Supplier shall not without the prior written consent of the Client assign, transfer and/or sub-contract the contract or any part of it to any other party.

12.5. Remedies. The Client's rights and remedies under Contract (including the Terms) are in addition to our rights and remedies implied by statute, common law, equity or otherwise.

## 13. Governing Law

The Contract between Supplier and Client shall be governed by and construed in accordance with the laws of Singapore. This Contract shall not be governed by the United Nations Convention on the International Sale of Goods. The Client and the Supplier agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. A person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act of Singapore to enforce any term of the Contract.

## 14. Force Majeure

14.1. A "Force Majeure Event" means natural disasters, war, terrorism, civil disorder, epidemics, pandemics, and labour strikes beyond the reasonable control of the parties.

14.2. Where the Supplier is prevented from or delayed in performing any of its obligations under the Contract by a Force Majeure Event, the Contract shall not be frustrated, but if:

(a) the Supplier cannot reasonably be expected to have avoided or overcome the Force Majeure Event or its effect; and

(b) the Supplier has given the Client thirty (30) days written notice after the commencement of the said Force Majeure Event, the Supplier may be given an extension of time by the Client in respect of the performance of the affected obligations as may be reasonable having regard to the duration of the Force Majeure Event and its effect on the Supplier's operations, but without prejudice to the Supplier's duty to mitigate its consequences. The Supplier's duty in respect of all other obligations under the Contract shall remain unaffected by any such extension of time. Failure of the Supplier's contractor or supplier shall not entitle the Supplier to any extension of time pursuant to this Clause 14.

14.3. If the extension of time granted exceeds a period of sixty (60) days in the aggregate, the Client may terminate the Contract by giving thirty (30) days' notice in writing to the Supplier, in which event, neither party shall be liable to the other in damages or compensation by reason of such termination save that the Client shall:

(a) complete the payment for all Products delivered to or Services performed and accepted by the Client by the date of termination; and

(b) have the right to recover any amounts owing by the Supplier.

14.4. If the Client is affected by a Force Majeure Event, the Client shall have the right to suspend or terminate the Contract. Neither party shall be liable to the other save that the Client shall pay the Supplier for products or services accepted. The Supplier shall also refund all balance payments made after deducting the sums owing by the Client. The Supplier's duty in respect of all other obligations under the Contract shall remain unaffected by any such suspension or termination.