

These Standard Terms and Conditions are expressly incorporated as terms and conditions of and are applicable to the purchase order or contract document executed between any of the companies belonging to the Koufu Group (“**Company**”) and the **Supplier** (collectively the “**Parties**”) and have been furnished to the Supplier and can also be found on the website of the Company, and form part of the mutual obligations between the Company and the Supplier. The Parties agree and in particular, the Supplier acknowledges that it has **read, understood and agreed to be bound** by the terms and conditions herein when it executed the purchase order or contract document with the Company.

SUPPLY OF GOODS / SERVICES

1. The Supplier shall supply and deliver and provide to the Company all the goods/services set out in the purchase order (the “**Goods/Services**”) issued by the Company.
2. The Supplier shall be deemed to have agreed to supply and deliver and provide to the Company or perform the Goods/Services in any purchase order issued by the Company upon: (i) acknowledgement by the Supplier (including without limitation acknowledgement in writing or through the Company’s eSupplier portal); or (ii) provision of such Goods/Services by the Supplier in whole or in part.
3. The Supplier shall fully comply with all laws, rules and regulations applicable to and affecting the manufacture, sale, shipment and delivery and provision of the Goods/Services.
4. The Supplier warrants that it is fully vested with the rights to sell and deliver the Goods or has the full legal capacity and skill to provide the Services as the case may be.

QUALITY

5. The Goods/Services shall be of good quality and workmanship and be fit for the purpose for which they are required by the Company. Further, the Goods/Services shall be of the description and quality set out in the Supplier’s quotation or furnished by the Supplier and the Supplier shall furnish such samples, specifications, drawings or other documentation in connection with the Goods/Services as the Company may reasonably require. Accordingly, and in addition, the Supplier is deemed to have full knowledge of the requirements of the Company and of all relevant specifications and standards applicable to the Goods/Services and shall ensure that the Goods/Services comply with such specifications, standards and quality in every respect.
6. Where any documentation provided by the Supplier defines any performance characteristics of the Goods/Services, then the Goods/Services shall additionally satisfy any such definition.
7. The Supplier shall allocate sufficient resources, equipment, labour and adequate supervision so as to duly perform and provide the Goods/Services set out in the purchase order to the reasonable satisfaction of the Company.
8. The Supplier shall provide such warranties (if any) in respect of the Goods/Services as may be required by the documents incorporated under the relevant terms of the quotation or Purchase Order. If no specific warranties are required by such documents, the Supplier shall warrant the Goods for a period of one calendar year from the date that the Goods/Services are installed or put into use or operation or performed, whichever is the later, or for such longer period as may

be stated in the Supplier's standard warranty, if any, or for such longer period as may be permitted by law. Such warranties shall be issued in favour of the Company or at the Company's election, in favour of any other firm, organization, entity or period that it may in writing nominate.

9. Where appropriate, the Supplier will furnish instruction and maintenance manuals and installation information, together with any relevant advice on the handling and storage of the Goods/Services. Such information shall be provided on or before the delivery or performance date.

PRICE AND PAYMENT

10. The price of the Goods/Services shall, unless expressly stated otherwise, be deemed to be inclusive of all applicable corporate and personal taxes, customs duties, packaging, marking, handling, transportation, freight and delivery, insurance, costs associated with compliance with all prevailing statutory and regulatory laws, requirements and directions in force, and all other applicable costs and charges (the "**Price**"). For the avoidance of doubt, Price shall not include Singapore Goods and Services Tax ("GST").
11. Further, the Price of the Goods/Services shall be fixed and shall not be subject to any increase as a result of any increase in the cost of materials, labour, delivery, foreign exchange fluctuations or any other costs which may be incurred by the Supplier which are necessary to complete the provision of the Goods/Services.
12. The Supplier shall submit an invoice for payment (indicating the amount of GST payable by the Company if the Supplier is a taxable person under the GST Act (Cap. 117A) after the Company receives and accepts the delivery and/or supply of the Goods/Services. Payment of the relevant invoice submitted by the Supplier is to be made within thirty (3) days, or such other time period indicated in the purchase order issued by the Company after the Company receives the relevant undisputed original invoice from the Supplier. Where the Supplier is obliged to procure and insurance policy, performance bond and/or security deposit, the first payment shall only be released to the Supplier after the receipt by the Company if the necessary insurance policies, performance bond and/or the security deposit.
13. If the Company is required by any law to make any deduction or withholding from any sum due or to become due to the Supplier under or in connection with the purchase order, or in respect of any tax, duty, tariff, fee, charge or expense of whatever nature, the Company shall be entitled to make such deduction, withholding or exercise of a right of set-off. Payment of such sum less such deduction, withholding or set-off shall discharge the liability of the Company to make payment of such sum (or, if the Company so requests, the Supplier shall forthwith pay to the Company the amount of any withholding tax paid by the Company and for which a deduction or withholding should have been made against any payment to the Supplier but which was not made).
14. Notwithstanding any other term herein or of the purchase order, the Company shall have the right to withhold payment of any sum otherwise due to the Supplier until such time as any warranty or other document required in respect thereof or in compliance of the Supplier's obligations herein have been furnished by the Supplier.

DELIVERY

15. Delivery terms shall be as specified in the said purchase order.
16. All Goods delivered pursuant to the purchase order must be free and clear of all liens and encumbrances whatsoever. For the avoidance of doubt, until the Goods are accepted by the Company or its authorized representatives, they shall remain the property and responsibility of the Supplier and be at the Supplier's risk in respect of loss or damage, except where payment is made by the Company in advance of delivery, then property in the Goods shall immediately vest in the Company but risk of loss or damage shall remain with the Supplier until completion of delivery. Except where so instructed by the Company, the delivery of the Goods to any third party, including a carrier, shall not in itself be deemed to be delivery of the Goods to the Company.
17. For the avoidance of doubt, the time for delivery or provision of the Goods/Services as specified by the Company under the purchase order shall be of the essence. If the Supplier fails to deliver or provide the Goods/Services to the Company by the specified time, the Company shall be at liberty to reject the relevant Goods/Services and seek an alternative supplier or provider of the relevant Goods/Services, and where such alternative is sought, the Supplier shall be liable for any loss or damage thereby incurred by the Company, including but not limited to the cost of obtaining such alternatives.

NON-COMPLIANCE AND DEFECTS

18. Without prejudice to the Company's other rights, where any of the Goods/Services supplied and delivered or provided are not in accordance with the purchase order:
 - (i) the Company may instruct the Supplier to repair and/or replace the relevant Goods/Services at no additional cost to the Company, and the Supplier shall comply with any such instruction within the time specified by the Company; and/or
 - (ii) in respect of the Goods, the Company may reject the relevant Goods, in which event the rejected Goods shall remain at the sole risk of the Supplier. Upon receiving notice of the rejection, the Supplier shall remove the rejected Goods within such time as may be specified by the Company, failing which the rejected Goods shall be removed and/or disposed of by the Company and the Supplier shall be liable for any loss, expense or damage thereby incurred or suffered by the Company.
19. Notwithstanding Clause 18, and without prejudice to the Company's other rights, where any of the Goods/Services supplied and delivered or provided are not in accordance with the purchase order, the Company shall be at liberty to seek an alternative supply or provider of the relevant Good/Services, and where such alternative is sought, the Supplier shall be liable for any loss or damage thereby incurred by the Company, including but not limited to the cost of obtaining such alternatives.
20. Should the Company require the Supplier to do so, the Supplier shall at no cost to the Company:
 - (i) carry out all tests; and
 - (ii) operate such quality control procedures as may be necessary to ensure that the Goods/Services comply with the specifications stated under the quotation or Purchase Order.

21. The Company may specify what inspections, tests and procedures shall be carried out by Supplier at the Supplier's cost in order to demonstrate compliance with specifications under the quotation or Purchase Order.

PACKAGING

22. The Goods shall be packed and marked in a proper manner and in accordance with any relevant specifications and standards and/or in accordance with any instructions of the Company.

LIQUIDATED DAMAGES

23. Where stated in the purchase order that liquidated damages are applicable, the Supplier agrees that the Company shall be entitled to liquidated damages in the event of any non-compliance with the purchase order. The parties accept and acknowledge that the liquidated damages represent a reasonable and genuine pre-estimate of the loss or damage likely to be incurred by the Company as a result of the Supplier's failure to comply with the purchase order. In the event that the Company, for whatever reason, elects not to recover or is not entitled in law to the liquidated damages, the Company shall remain entitled to recover such loss, expense, costs and/or damages as it would have been entitled to under common law as if the provisions in the purchase order relating to the payment of the liquidated damages had not formed part of the purchase order. The Supplier's liability to pay to the Company such loss, expense, costs and/or damages shall not be limited in any way whatsoever by the amount of liquidated damages for which the Supplier may otherwise have been liable.

INDEMNITY

24. The Supplier shall indemnify and keep indemnified, the Company and its directors, officers, employees, affiliates, subsidiaries, and/or agents against any liability incurred by the Company to any person, and against all claims, damages, costs, expenses, fees, fines, penalties, charges and/or sanctions in connection with and/or imposed by any law, regulations, codes and standards and/or any competent authorities, made against and/or incurred by the Company and its directors, officers, employees, affiliates, subsidiaries, and/or agents by reason of any negligence, default or breach by the Supplier or its partners, directors, agents, employees, representatives, contractors and/or vendors arising out of or in respect of the performance of the purchase order.

SUB-CONTRACTING/ASSIGNMENT

25. The Supplier shall not sub-contract the whole or any part of the performance, provision, supply and delivery of the Goods/Services to any other person without the written consent of the Company.
26. The Supplier shall not assign any of its rights, interests or benefits under the purchase order or any part thereof (including the right to receive monies) to any person without the prior written consent of the Company and any assignment made in contravention of this Clause shall not bind the Company.
27. Where an order for variation is issued by the Company, the Supplier shall advise the Company on any time and/or cost implications, together with all necessary supporting evidence and information required by the Company that may result from such order within seven (7) days of the date of the variation order, failing which any claim related to such variation shall be barred

as being unreasonably distant from the date of such order and the order shall be deemed to have been accepted by the Supplier without additional cost.

28. The Company shall pay the Supplier for any such variation, and the amount payable shall be agreed to by the parties provided the Supplier observes Clause 27 above, failing which, the applicable unit cost of the Goods/Services as specified in the purchase order, or the prevailing interest rates (whichever lower) shall apply.

INSURANCE

29. The Supplier shall at its own cost and expenses, take out and maintain such insurance(s) necessary to cover its liabilities under the purchase order including public and products liability, for an amount not less than Singapore dollars one million (SGD\$1,000,000) in respect of any one occurrence, and shall incorporate provisions on cross liability and waiver of subrogation against the Company. The terms of any insurance or the amount of any cover shall not relieve the Supplier of any of its liabilities under the purchase order. The Supplier shall name the Company as beneficiary and insured under the insurance and provide the Supplier with a copy when requested.

TERMINATION

30. The Company may at any time and without requiring any cause or reason, terminate the purchase order upon giving a fourteen (14) day prior written notice to the Supplier, and the termination shall take effect from the date stipulated in such written notice.
31. Without prejudice to Clause 30 above and/or to any other rights or remedies available to the Company under general law, the Company shall have the right to immediately terminate the purchase order by written notice to the Supplier: -
 - (i) if the Supplier fails to rectify the breaches of the Supplier's obligations under the purchase order within seven (7) days of the Company sending a notice in writing to the Supplier specifying the breach(es) and the Company's intention to terminate the Supplier's appointment under the purchase order unless the breach(es) is/are rectified within the time limit stipulated; and/or
 - (ii) if the Supplier commits an act of bankruptcy or becomes bankrupt or insolvent or enters into any agreement of composition or deed of arrangement with the Supplier's creditors or if being a company, a winding up order is made or if a receiver or manager of the Supplier's 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 are subject to any analogous proceedings outside of Singapore.
32. Upon receiving the Company's written notice of termination, the Supplier shall immediately:
 - (i) stop all work or such part under the purchase order; and
 - (ii) notify its sub-vendors, sub-contractors and/or agents in writing to do the same.
33. Upon termination of the purchase order under Clause 30, the Supplier shall be entitled to be reimbursed for the actual costs incurred up to and including the date of termination, which shall be limited to such costs that are properly incurred and consistent with such deliveries that have been ordered by the Company and in accordance with recognized accounting principles. If the Goods are stock goods rather than specially manufactured for the Company, and provided that

the Supplier is not in breach of any duty or warranty under the purchase order, the Company shall pay to the Supplier its reasonable re-stocking costs. For the avoidance of doubt, save for the actual costs or reasonable re-stocking costs incurred by the Supplier as aforesaid, the Supplier shall not be entitled to claim for any other losses, damages costs or expenses, including loss of profit, indirect losses or damages, that may be incurred by the Supplier as a result of such termination.

34. The Company may use any of the Goods supplied and delivered by the Supplier up to the time of termination and shall have a lien over those Goods and may sell any of the same and apply the proceeds of sale in or towards the satisfaction of any sums due or becoming due to it from the Supplier under the purchase order.
35. The Supplier acknowledges and agrees that upon the receipt of a written notice served by any competent authorities requiring the purchase order to be suspended or terminated within the time specified in the notice, the purchase order shall be automatically so suspended or terminated immediately without prejudice to any rights that the Company may have against the Supplier before the date of such termination.

CONFIDENTIALITY

36. The Supplier undertakes and shall ensure its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants undertake to treat as confidential, all information which comes into its or their possession pursuant to or as a result of or in the performance of the purchase order. The Supplier shall not and shall ensure that its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants do not, without the written permission of the Company, disclose any such confidential information mentioned in this Clause 36 herein to any third party.
37. Without the prior written approval of the Company, the Supplier will not discuss the purchase order or its relationship to the Company with any branch of the media (including, without limitation, the posting of any information thereof on the internet) or with any third party nor will they furnish any information (including without limitation written materials, photographs, audio tapes or discs, video tapes or discs, computer programs or data, CD-ROMS, drawings or sketches) relating to the Company to any media entity (including, without limitation, the posting of any information thereof on the internet) or third party. The Supplier will not use the Company's name or its association with the Company in any form or advertising or promotions (including, without limitation, the posting of any information thereof on the internet) without the prior written consent of the Company.
38. The operation of Clauses 36 to 38 herein shall survive the termination of the purchase order without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Supplier.

INTELLECTUAL PROPERTY

39. Any and all patents, designs, design rights, trademarks, trade names, copyrights and all other intellectual property rights (whether registered, pending registration or not registered) (the "Intellectual Property") in all drawings, designs, plans, specifications or other documents (the "Company Materials") given by the Company to the Supplier to enable the Supplier to fulfill its obligations under the purchase order shall be used exclusively by the Supplier for the purchase order. For the avoidance of doubt, the Company Materials shall be deemed confidential.

40. Insofar as any of the Goods/Services are manufactured/provided using the Company Materials, the Supplier shall not be permitted to disclose or provide any information on these Goods/Services to third parties without the prior written consent of the Company.
41. The Company shall own the Intellectual Property in all drawings, designs, plans, specifications or other documents created by the Supplier, its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants pursuant to the purchase order (the "New Intellectual Property"). The Supplier shall, and shall procure that its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants execute all formal documents necessary or desirable in order to assign to the Company all New Intellectual Property at no cost to the Company.

NOTICES

42. Any notice, request, demand or other communication to be given or served by a party under the terms of this purchase order must be in writing and shall be delivered by personal delivery, registered post or facsimile transmission to any of the addresses specified in the purchase order and/or parties' registered addresses and/or such other address or facsimile number as either party may direct, from time to time, by written notice given to the other, and shall be deemed to be duly served and received, at the time of delivery as evidenced by relevant documentation, and if delivered outside office hours, it shall be deemed to be served and received on the next business day.

PERSONAL DATA PROTECTION

43. In furtherance of its performance and obligations under the purchase order, the Supplier may disclose information that constitutes personal data as defined by the Personal Data Protection Act 2012 (No. 26 of 2012) ("PDPA") to the Company. The Supplier undertakes and warrants that it will obtain all necessary consents for the Company to collect, use and disclose such personal data for the purposes contemplated in the purchase order.
44. When dealing with personal data received from the Company, the Supplier shall only use and/or disclose personal data (i) in accordance with the purpose for which the Company disclosed the personal data; (ii) in accordance with the instructions of the Company; and (iii) in such manner that ensures the Company's compliance with the PDPA. The Supplier shall also implement control measures for the protection of personal data received from the Company including, but not limited to, setting passwords for files containing personal data, and restricting access of personal data on a "need-to-know" basis. In the event of any known unauthorized, unlawful, and/or unintended use, access, disclosure, alteration, loss or destruction of personal data received from the Company, the Supplier shall immediately notify the Company and cooperate with the Company's requests to investigate and remediate such incidents and provide appropriate response and redress.

LAW AND DISPUTE RESOLUTION

45. The law governing the purchase order and any action commenced hereunder shall be the law of Singapore, without regard to principles of conflicts of laws.
46. The parties agree to submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters arising out of the purchase order.

SEVERABILITY

47. If any provision of the purchase order or these terms and conditions is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions of the purchase order shall continue in full force and effect.

WAIVER

48. The Company's restraint or failure to enforce, at any time any of the provisions of the purchase order or any of its rights shall not waive any such right or provision or in any way affect the validity of the purchase order. The exercise by the Company of any of its rights under the terms of the purchase order shall not preclude or prejudice the Company from thereafter exercising the same or any other right it may have under the purchase order irrespective of any previous action taken by the Company. Specifically, the Company's acceptance of late deliveries shall not constitute a waiver of its right under the purchase order.

AMENDMENT TO PURCHASE ORDER

49. No amendments or modifications to the purchase order shall be effective unless in writing and signed by the authorized representative of both parties.

RIGHTS OF THIRD PARTIES

50. A person who is not a party to the purchase order shall have no right under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any of its terms.