

GENERAL SALES, DELIVERY AND PAYMENT

TERMS AND CONDITIONS

GRETSCH-UNITAS (SINGAPORE) PTE. LTD. EDITION JUNE 2026

These Conditions apply only to business-to-business transactions and form part of each Contract for Goods and/or Services supplied by the Seller. They must be read together with the applicable Quotation and Order Confirmation. Nothing in these Conditions excludes or limits any right, remedy, duty or liability that cannot lawfully be excluded or limited under Singapore law.

1. DEFINITIONS

- (a) "Seller" means GRETSCH-UNITAS (SINGAPORE) PTE. LTD.
- (b) "Buyer" means the company, partnership, public body, sole proprietor or other person purchasing or requesting Goods or Services exclusively in the course of business and not as a consumer. The Buyer confirms that the Contract is entered into wholly or mainly for business purposes.
- (c) "Goods" means all products, components, spare parts, embedded software, documents and other items supplied or to be supplied by the Seller.
- (d) "Services" means installation, commissioning, inspection, maintenance, repair, technical support, training, design assistance and any other services described in the Contract.
- (e) "Quotation" means the Seller's written quotation, proposal or tender submission. "Order" means the Buyer's request to purchase Goods or Services. "Order Confirmation" means the Seller's written acceptance of an Order.
- (f) "Contract" means the binding agreement comprising, in descending order of priority, any signed agreement or special conditions, the Order Confirmation, the Quotation and schedules, agreed technical specifications and drawings, these Conditions, and those details of the Buyer's Order expressly accepted by the Seller.
- (g) "Site" means the location at which Goods are delivered or Services are performed. "Working Day" means a day other than Saturday, Sunday or a public holiday in Singapore.
- (h) "Force Majeure Event" has the meaning given in Clause 19.
- (i) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Seller. For this purpose, "control" means the power to direct the management and policies of an entity, whether through ownership of voting rights, contract or otherwise.

2. QUOTATIONS

- (a) Unless otherwise stated, a Quotation is valid for 30 days from its date. The Seller may withdraw, cancel or amend it at any time before a Contract is formed.
- (b) A Quotation is based on the information available when issued and remains subject to satisfactory credit approval, product availability, technical verification, Site conditions and any stated exclusions or assumptions.
- (c) A Quotation, estimate, price list or other offer does not bind the Seller until the Seller issues an Order Confirmation, signs a written agreement or begins performance in circumstances clearly showing acceptance.

3. APPLICATION, CONTRACT FORMATION AND VARIATIONS

- (a) These Conditions apply to all quotations, sales, deliveries and Services by the Seller unless an authorised representative of the Seller expressly agrees otherwise in writing. Any additional or inconsistent terms in the Buyer's purchase order, tender conditions or other documents are rejected unless expressly accepted in writing by the Seller.

- (b) Automated acknowledgements, receipt notices and administrative references do not constitute acceptance. The Buyer is responsible for checking every Order Confirmation and notifying the Seller promptly of any discrepancy.
- (c) No amendment, waiver or variation is binding unless recorded in writing and approved by authorised representatives of both parties. A Buyer-requested variation is effective only when accepted by the Seller in writing and may result in adjustments to price, programme, warranty and other terms.
- (d) Subject to Clause 3(b), electronic records, data messages, electronic signatures, system-generated confirmations, audit trails, ERP records, electronic receipts, digital delivery or service logs, and records created or exchanged through automated message systems or other digital platforms may be used to form, evidence, vary and administer the Contract to the extent permitted by applicable Singapore law. An automated acknowledgement or administrative receipt does not constitute acceptance unless the Seller's system or conduct clearly indicates acceptance. Any document that must by law be executed or served in another form remains subject to that requirement.
- (e) The Contract constitutes the entire agreement concerning its subject matter and supersedes prior discussions, statements and representations except for matters expressly incorporated into the Contract. Nothing in this Clause excludes or restricts liability for fraud or fraudulent misrepresentation, or for any other misrepresentation to the extent that its exclusion or restriction would not satisfy the requirements of the Misrepresentation Act 1967 or other applicable law.

4. PRICES, TAXES AND COST ADJUSTMENTS

- (a) The price is the price stated in the Order Confirmation or, if none is stated, the Quotation. Unless expressly stated otherwise, all prices are exclusive of Singapore goods and services tax (GST), which is payable by the Buyer at the prevailing rate.
- (b) Unless expressly included, prices exclude delivery, unloading, lifting, internal movement, secure storage, access equipment, scaffolding, permits, inductions, night or weekend work, third-party testing, builder's work, making good, statutory fees and other project-specific costs.
- (c) The Seller may make a reasonable and proportionate price adjustment before delivery or performance to reflect a demonstrable increase arising after the Quotation date in exchange rates, taxes, duties, freight, insurance, energy, labour, materials, supplier charges, laws or standards, or from changes in quantities, specifications, delivery dates or delays caused by the Buyer. The Seller shall give written notice explaining the material basis of the adjustment and shall not recover the same increase twice. If an adjustment not caused by the Buyer exceeds 10% of the affected unperformed price, the Buyer may cancel that affected unperformed part by written notice within five Working Days, but shall pay for completed work, custom Goods and reasonable non-cancellable commitments already incurred.
- (d) Additional work, repeat attendance, acceleration, out-of-hours work, abortive visits, revised drawings, reprogramming, testing and work caused by inaccurate information, changed instructions or unforeseen Site conditions are chargeable at the Seller's then-current rates unless otherwise agreed.

5. PAYMENT AND CREDIT

- (a) Payment is due in accordance with the Quotation or Order Confirmation. If no payment period is stated, payment is due within 30 days from the invoice date. Time for payment is of the essence.
- (b) Except to the extent prohibited by mandatory Singapore law, the Buyer may not withhold, deduct, set off or apply retention against any amount due unless expressly agreed in writing by the Seller. A dispute concerning part of an invoice does not excuse payment of the undisputed balance. Nothing in this Clause prevents the Buyer from serving a payment response, stating reasons for withholding payment or exercising a right under the Building and Construction Industry Security of Payment Act 2004 where that Act applies.
- (c) Payment is not conditional on the Buyer receiving payment from any project owner, main contractor or other third party. Where the Building and Construction Industry Security of Payment Act 2004 applies, nothing in the Contract limits or excludes any entitlement to progress payment, payment claim or response, adjudication, suspension, lien, enforcement right or other right or remedy that the Act does not permit to be limited or excluded.
- (d) The Seller may require a deposit, advance payment, bank guarantee, credit insurance, cash on delivery or other security. Any credit facility is discretionary and may be reduced or withdrawn if the Seller reasonably considers the Buyer's creditworthiness or payment record unsatisfactory.
- (e) If an amount is overdue, the Seller may charge simple interest at the lower of: (i) 1.0% per month (12% per annum); and (ii) 6% per annum above the 3-month Compounded Singapore Overnight Rate Average (SORA) published by the Monetary Authority of Singapore, provided that the combined rate under paragraph (ii) shall not be less than 6% per annum. For each calendar month or part of a calendar month during which the amount remains overdue, the applicable SORA shall be the latest 3-month Compounded SORA published on the first Working Day of that calendar month or, if no rate is published on that day, the most recently published rate before that day. The applicable rate shall be recalculated on the first Working Day of each subsequent calendar month. If that benchmark ceases to be published, the Seller may use a reasonably comparable official successor benchmark. Interest accrues daily from the due date until payment in full. The Seller may also recover reasonable debt-recovery, legal and administrative costs actually incurred, to the extent permitted by law.
- (f) The Seller may allocate any payment to any outstanding invoice or charge and may suspend further deliveries or Services while any undisputed amount remains overdue, subject to any mandatory statutory restriction.

6. MEASUREMENTS AND TECHNICAL INFORMATION

- (a) Measurements, dimensions, weights, colours, illustrations, samples, drawings, photographs, performance data and other information in catalogues, manuals, price lists or proposals are approximate guides unless expressly stated to be contractually binding.
- (b) The Seller may make reasonable technical, design or manufacturing changes that do not materially reduce the agreed function or performance of the Goods or Services.
- (c) The Buyer must verify that the Goods and Services are suitable for the intended purpose, application, building system and regulatory requirements. Any recommendation by the Seller is based on information supplied by the Buyer and does not replace the Buyer's or its consultants' professional design responsibility, except to the extent that the Seller has expressly accepted a design obligation in the Contract or has failed to exercise reasonable care and skill in performing an agreed advisory or design service.

7. BUYER INFORMATION, SPECIFICATIONS AND APPROVALS

- (a) The Buyer is responsible for the accuracy and completeness of all measurements, drawings, schedules, specifications, quantities, interface details, access information and instructions supplied by or on behalf of the Buyer.
- (b) The Buyer must obtain all necessary permits, approvals, licences, building consents and third-party permissions unless the Contract expressly states that the Seller will obtain a specified approval.
- (c) Goods made, configured, cut, coated, keyed, programmed or procured to the Buyer's specification are custom Goods and are not cancellable or returnable except with the Seller's prior written consent.
- (d) The Buyer shall indemnify the Seller against third-party claims, losses and reasonable costs arising from the Seller's compliance

with Buyer-provided designs or specifications, including intellectual property claims, except to the extent caused or contributed to by the Seller's breach, negligence or failure to follow the agreed specification.

8. DELIVERY

- (a) Delivery dates are estimates unless expressly agreed in writing as fixed. Time is not of the essence. The Seller will use reasonable efforts to meet agreed dates but is not liable for delay to the extent caused by a Force Majeure Event, the Buyer, customs, regulatory action, or a carrier or supplier event beyond the Seller's reasonable control, provided that the Seller uses reasonable efforts to mitigate the delay.
- (b) The Seller may make partial deliveries and invoice each delivery separately. Delay in one delivery does not entitle the Buyer to reject any other delivery or terminate the whole Contract unless the delay substantially deprives the Buyer of the benefit of the Contract and the Seller has not remedied it within a reasonable period after notice.
- (c) Delivery occurs when the Goods are unloaded at the agreed delivery point; collected by the Buyer; handed to the first carrier where collection, ex-works or similar delivery is agreed; or made available for collection and the Buyer is notified, as applicable.
- (d) Unless expressly included, the Buyer is responsible for unloading, lifting, internal movement, protection and secure storage of Goods at the Site. Any assistance supplied by the Seller under a supply-only Contract is chargeable.

9. INSPECTION, SHORTAGE AND ACCEPTANCE

- (a) The Buyer must inspect packages on delivery and notify the Seller in writing of visible loss, shortage or transit damage within three Working Days, with photographs and delivery documents. Failure to notify may prejudice the claim only to the extent the Seller is materially prejudiced.
- (b) The Buyer shall inspect Goods and Services promptly. A rejection notice must identify the Contract, the affected Goods or Services and the alleged non-conformity in reasonable detail, with supporting evidence, and must give the Seller a reasonable opportunity to inspect and remedy.
- (c) Goods or Services are deemed accepted, solely in respect of patent defects reasonably discoverable on inspection or testing, on the earliest of signed delivery or handover, first beneficial use, or seven (7) Working Days after delivery or completion if no specific written rejection has been received. Where functional testing cannot reasonably be completed within that period because required power, interfaces, access or other Site conditions are unavailable for reasons outside the Buyer's reasonable control and not caused by its breach, the Buyer shall notify the Seller in writing within the seven (7) Working Days and identify the outstanding test. For a defect that could not reasonably have been discovered without that test, the seven-Working-Day period begins on the earlier of: (i) the date on which those conditions are first made available and the Seller has completed any prerequisite work within its scope; and (ii) the date on which those conditions should have been made available by the Buyer under Clause 14(a). The resulting acceptance period shall expire no later than thirty (30) Working Days after delivery or completion unless the delay results from the Seller's act or omission or the parties agree otherwise in writing. Payment without written reservation is evidence of acceptance but does not by itself waive a valid claim. Acceptance does not prevent a claim for a latent defect, breach of an express warranty or any right that cannot lawfully be waived, provided the claim is notified promptly after discovery and within the applicable warranty or limitation period.

10. RISK AND RETENTION OF TITLE

- (a) Risk of loss or damage passes to the Buyer on delivery under Clause 8. The Buyer shall insure the Goods for their full replacement value from that time and, on request, provide evidence of insurance.
- (b) To the fullest extent permitted by law, ownership of the Goods does not pass to the Buyer until the Seller has received in cleared funds all amounts due under the relevant Contract.
- (c) Until ownership passes, the Buyer shall keep the Goods separately identifiable, properly stored, protected, insured and free from any charge or security interest. Where unpaid Goods are to be permanently incorporated into land or a building before title passes, the Seller may, before delivery or installation, require advance payment or reasonable security for the unpaid price. The Buyer may resell unpaid Goods only in the ordinary course of business before

title passes. This Clause does not create a security interest over book debts, sale proceeds or land unless expressly provided in a separate security document.

- (d) If payment is overdue or the Contract is terminated, the Seller may require the Buyer to return unpaid Goods that remain identifiable and have not become fixtures or been permanently incorporated into other property. Before such incorporation, and subject to reasonable prior notice, applicable Site rules, safety requirements and the rights of the owner or lawful occupier, the Buyer authorises the Seller to enter premises under the Buyer's possession or control during normal business hours to inspect and recover those Goods. If the Buyer does not control the premises, it shall use reasonable efforts to procure equivalent access. The Seller shall not enter without lawful authority, use force, breach the peace or cause avoidable damage. Goods that have become fixtures or been permanently incorporated may be removed only with the consent of the person legally entitled to the premises or under a court order.
- (e) Retention of title does not affect the passing of risk or the Buyer's obligation to pay in accordance with the Contract.

11. POSTPONEMENT, STORAGE AND FAILURE TO TAKE DELIVERY

- (a) If the Buyer postpones delivery, fails to take delivery, or the Site is not ready, the Seller may invoice the Goods when ready, place them in storage at the Buyer's risk and charge reasonable storage, handling, insurance, transport and financing costs.
- (b) Unless otherwise stated, financing and administration for delayed delivery may be charged at 0.5% of the invoice value for each month or part of a month beginning one month after notice that the Goods are ready, capped at 5%. The Seller may instead recover higher actual reasonable costs to the extent proved, but the percentage charge and actual costs shall not be recovered cumulatively for the same loss or expense. Any charge under this Clause 11(b) shall be reduced to the extent that it duplicates interest charged under Clause 5(e) in respect of the same amount and period.
- (c) The Seller may revise the delivery and installation programme and recover reasonable costs caused by postponement, including remobilisation, supplier cancellation and rebooking charges.
- (d) If standard Goods remain uncollected for more than 90 days after notice, the Seller may, after further written notice and to the extent permitted by law, resell or otherwise dispose of them and credit the net proceeds against amounts due. Custom Goods remain payable in full.

12. SITE READINESS, STRUCTURE AND CONSENTS

- (a) The Buyer shall give at least 10 Working Days' written notice that the Site is ready, subject to the Seller's existing commitments and the agreed programme.
- (b) The Buyer shall provide safe and unobstructed access, working-space, completed and dimensionally correct openings, secure storage, suitable power, lighting, network or signal interfaces, welfare facilities, parking, permits, inductions and all lifting equipment, scaffolding or access platforms not expressly included in the Contract.
- (c) The Buyer is responsible for the structural adequacy of walls, frames, floors, supports, glazing and surrounding works and for identifying concealed services, hazardous materials and special Site risks. The Buyer shall be responsible for third-party claims caused by inherent defects in structures or works outside the Seller's scope, except to the extent caused or contributed to by the Seller's breach, negligence or failure to comply with an expressly accepted design or installation responsibility.
- (d) Abortive visits, waiting time and delay caused by the Buyer, other contractors, incomplete works, unavailable access or unsuitable conditions are chargeable at the Seller's then-current rates.

13. WORKPLACE SAFETY AND SITE OPERATIONS

- (a) The Buyer is responsible for overall Site safety coordination and for communicating applicable Site rules and hazards. The Seller may stop or refuse work where conditions are unsafe, without liability for resulting delay or cost to the extent the stoppage is reasonable.
- (b) Nothing in the Contract transfers or excludes any duty imposed by the Workplace Safety and Health Act 2006 or related regulations. Each party remains responsible for its own statutory safety and health obligations in respect of the work, workplace, equipment and persons under its control.
- (c) Where the Seller supplies or installs machinery, equipment or articles for use at work, the Seller will comply with its applicable duties as manufacturer, supplier, installer or erector, and the Buyer will comply with its applicable duties as employer, principal and/or occupier.

- (d) The Seller may use suitably qualified employees or subcontractors and remains responsible for its contractual obligations. Unless otherwise agreed, work will be performed during normal business hours and in accordance with reasonable method statements and Site rules notified in advance.

14. INSTALLATION, TESTING, COMMISSIONING AND HANDOVER

- (a) The Buyer shall coordinate other trades and ensure that power supplies, fire-alarm signals, access-control systems, building-management systems, network interfaces, finishes and surrounding works are available, compatible and suitable at the required time.
- (b) The Buyer shall nominate an authorised representative to attend testing and handover. If that representative does not attend after reasonable notice, the Seller's test records and completion report are prima facie evidence of the work performed, but do not prevent proof of manifest error or a latent defect.
- (c) Minor defects or incomplete items that do not materially prevent safe use do not justify rejection of the whole work or withholding the whole payment. The Seller shall remedy valid punch-list items within a reasonable period. Nothing in this Clause limits a valid payment response, valuation, withholding reason or other right under the Building and Construction Industry Security of Payment Act 2004.
- (d) Where commissioning is delayed for reasons outside the Seller's control after the Goods are substantially installed or ready, the Seller may issue an interim completion record and invoice the amount attributable to the completed work, subject to any mandatory law that applies.

15. WARRANTY

- (a) The warranty period and any project-specific warranty are stated in the Quotation or Order Confirmation. If no period is stated, the Seller warrants for 12 months from delivery for supply-only Goods, or from the earlier of completion or commissioning for installed Goods and Services, that all Goods supplied by the Seller will materially conform to the agreed specification and be free from material defects in materials and workmanship under normal and intended use, and that Services will be performed with reasonable care and skill. If commissioning is delayed for reasons outside the Seller's control, the warranty begins when the Goods are ready for commissioning.
- (b) For a valid warranty claim, the Seller may, at its option, repair or replace defective Goods, reperform defective Services, or credit the reasonable value of the affected item. These are the primary contractual remedies for breach of this warranty, subject to Clause 20 and any remedy or liability that cannot lawfully be excluded or limited.
- (c) The warranty does not cover normal wear, consumables, batteries, glass, cosmetic deterioration, finishes exposed to aggressive environments, misuse, vandalism, accident, abnormal loads, water ingress, unstable power, third-party systems, unauthorised alteration, installation or repair by others, failure to follow instructions, or inadequate maintenance, except to the extent the relevant defect was caused by the Seller.
- (d) The Buyer shall notify defects promptly in writing with full details and evidence, provide safe access, preserve affected parts where reasonably practicable, and give the Seller a reasonable opportunity to inspect and remedy.
- (e) Unless the defect is caused by the Seller, the Buyer shall bear the cost of scaffolding, lifting equipment, opening-up, making good, out-of-hours access and attendance where no covered defect is found.
- (f) Any warranty provided by an original manufacturer is separate from, and does not increase, the Seller's obligations under the Contract. The Seller may satisfy a valid claim by arranging repair or replacement through the original manufacturer, but a manufacturer's warranty does not exclude or replace any obligation or liability of the Seller that cannot lawfully be excluded or has not been validly excluded under the Contract. Repaired or replacement items are warranted for the unexpired portion of the original warranty unless otherwise stated.
- (g) The Seller may suspend non-urgent warranty work while an undisputed amount under the same Contract remains overdue, provided that suspension will not create an unsafe condition, breach a statutory obligation or materially increase the damage. Urgent safety-related defects shall be addressed within a reasonable period regardless of such overdue amount, without prejudice to the Seller's payment rights.

16. MAINTENANCE AND SERVICE WORK

- (a) Maintenance and service obligations are limited to the scope, frequency, equipment and response classification stated in the Contract. Response times are targets unless expressly identified as binding service levels.
- (b) Unless expressly included, maintenance charges exclude spare parts, consumables, batteries, specialist access equipment, builder's work, third-party system work, statutory inspection fees and repairs caused by misuse, external damage, faults in or incompatibility with third-party systems, or faults outside the agreed scope.
- (c) The Buyer shall keep service records, follow operating instructions, prevent unauthorised interference and provide timely access to equipment. A call-out may be charged where no covered fault is found, access is unavailable, or the fault is outside the agreed scope.
- (d) Attendance within any stated response time does not guarantee that the relevant fault will be diagnosed or rectified during that attendance. Diagnosis and rectification remain subject to safe and timely access, the nature of the fault, the availability of suitable spare parts and technical information, and any dependency on third-party systems or works.
- (e) Where the Seller identifies an unsafe condition or recommends repair, replacement or other remedial work outside the agreed scope, the Buyer may decide whether to proceed with the recommended work, whether through the Seller, subject to agreement on the scope and charges, or through a third party, in each case at the Buyer's cost. If the Buyer declines or delays such work, or engages a third party to carry it out, the Seller shall not be liable for any resulting failure, damage, delay, loss of use or deterioration to the extent caused by that decision or delay or the third party's acts or omissions, and may suspend the affected Services where continued performance would be unsafe or unlawful.

17. CHANGES, CANCELLATION AND RETURNS

- (a) The Buyer may not cancel a Contract without the Seller's prior written consent. As a condition of consent, the Buyer shall pay for completed work, ordered materials, custom Goods, non-cancellable supplier commitments, demobilisation and reasonable loss directly arising from cancellation, without double recovery.
- (b) Returns of standard Goods require prior written authorisation, must be unused and in original saleable condition, and may be subject to reasonable inspection, transport and restocking charges notified to the Buyer.
- (c) Custom Goods, specially procured Goods, opened software or programmed items, and electrical or electronic items that have been installed, connected or energised are not returnable unless defective and covered by the Contract.

18. SUSPENSION, TERMINATION AND INSOLVENCY

- (a) Subject to applicable insolvency law, including section 440 of the Insolvency, Restructuring and Dissolution Act 2018, the Seller may suspend performance, withhold delivery or terminate all or part of a Contract if the Buyer fails to pay on time; commits a material breach and does not remedy it within a reasonable notice period; ceases business; has assets seized in a manner materially affecting performance; or if continued performance may breach law, sanctions or export controls. The Seller may exercise a right arising from an insolvency, judicial-management, restructuring or liquidation event only to the extent permitted by law and shall not exercise a contractual right by reason only that protected restructuring proceedings have commenced or that the Buyer is insolvent where section 440 restricts that exercise. This does not prevent exercise on an independent ground such as non-payment or other non-performance, to the extent permitted by law.
- (b) On suspension or termination, all amounts for delivered Goods, completed work, work in progress, custom Goods, supplier commitments, storage and reasonable termination costs become immediately due, subject to any mandatory insolvency law and without double recovery.
- (c) Termination does not affect accrued rights or clauses intended to survive, including payment, title, confidentiality, intellectual property, liability and dispute provisions.

19. FORCE MAJEURE

- (a) A Force Majeure Event means an event beyond the affected party's reasonable control, including natural disaster, fire, flood, epidemic or pandemic, war, terrorism, civil disorder, industrial dispute, government action, sanctions, import or export restriction, transport

disruption, port congestion, cyber incident, interruption of utilities, shortage of labour or materials, or supplier failure caused by such an event.

- (b) The affected party shall notify the other party promptly and use reasonable efforts to mitigate the effect. Obligations affected by the event are suspended for its duration and dates are extended accordingly.
- (c) If a Force Majeure Event prevents a substantial part of performance for more than 180 consecutive days, either party may terminate the affected unperformed part by written notice. The Buyer remains liable for Goods delivered, Services performed and reasonable committed costs incurred before termination.

20. LIABILITY AND INDEMNITIES

- (a) Nothing in these Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, wilful misconduct, breach of the Seller's implied undertaking as to title to Goods, or any liability that cannot lawfully be excluded or limited.
- (b) Subject to Clause 20(a), to the extent permitted by Singapore law and subject to any applicable requirement of reasonableness under the Unfair Contract Terms Act 1977, the Seller's total aggregate liability arising out of or in connection with the relevant Contract, whether in contract, tort (including negligence), misrepresentation, statute or otherwise, shall not exceed the total price paid or payable under that Contract.
- (c) Subject to Clause 20(a), the Seller is not liable for indirect, consequential, exemplary or special loss, or for loss of profit, revenue, production, use, opportunity, anticipated savings, goodwill, contracts, data or business interruption, whether direct or indirect, except to the extent such exclusion is prohibited by law or fails an applicable requirement of reasonableness. This exclusion does not apply to the direct reasonable cost of repairing physical damage to tangible property caused by the Seller's negligence, which remains subject to the cap in Clause 20(b).
- (d) The Seller is not liable for delay, incompatibility or failure to the extent caused by Buyer-provided information, other contractors, third-party systems, Site conditions, unauthorised modifications or use outside agreed specifications.
- (e) The Buyer shall indemnify the Seller against third-party claims and reasonable losses arising from an unsafe Site, Buyer specifications, misuse of Goods, breach of law by the Buyer, or damage caused by the Buyer or its contractors, but only to the extent caused or contributed to by the Buyer or those for whom it is responsible. The Seller shall notify the Buyer within a reasonable period after becoming aware of any such claim and shall provide reasonable cooperation, at the Buyer's cost. The Buyer may control the defence and settlement of the claim, provided that it shall not admit liability on behalf of the Seller or agree to any settlement imposing liability or a non-monetary obligation on the Seller without the Seller's prior written consent, such consent not to be unreasonably withheld or delayed.
- (f) No exclusion or limitation in this Clause applies to any liability that Singapore law does not permit to be excluded or limited.

21. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) All intellectual property in the Seller's products, software, drawings, calculations, quotations, manuals, methods and documents remains owned by the Seller or its licensors. The Buyer receives a non-exclusive, non-transferable licence to use supplied documents and embedded software only for installation, operation and maintenance of the Goods for the relevant project.
- (b) The Buyer shall not copy, disclose, reverse engineer, modify or use Seller materials to manufacture or procure competing products, except as permitted by mandatory law or written consent.
- (c) Each party shall keep confidential the other party's non-public commercial and technical information and use it only for the Contract. A party may disclose such information only to its employees, officers, subcontractors and professional advisers who need to know it for the Contract, provided that they are subject to confidentiality obligations no less protective than this Clause. The disclosing party remains responsible for any breach of this Clause by those persons. This duty does not apply to information lawfully public, already known without restriction, independently developed, received lawfully from a third party, or required to be disclosed by law. Where disclosure is required by law, the receiving party shall, to the extent legally permitted, give the other party reasonable prior notice and disclose only the information legally required.

22. PERSONAL DATA PROTECTION

- (a) Each party shall comply with the Personal Data Protection Act 2012 and other applicable Singapore data-protection laws in relation to personal data processed for the Contract.
- (b) The Seller may collect, use, disclose, transfer and retain personal data of the Buyer's personnel for purposes reasonably required for quotations, contract administration, delivery, installation, support, invoicing, payment recovery, legal compliance and related business operations, in accordance with the Seller's applicable privacy notice.
- (c) Where information constitutes business contact information, the parties acknowledge that the Personal Data Protection Act 2012 applies as provided by that Act. Where the Seller transfers personal data outside Singapore, it shall take the steps required by the Personal Data Protection Act 2012 and applicable regulations to ensure that the transferred personal data receives a standard of protection at least comparable to the protection under that Act. Such steps may include appropriate contractual, intra-group or other legally permitted transfer safeguards.
- (d) The Buyer shall ensure that it is authorised to provide personal data of its employees, representatives and contractors to the Seller and has given any required notices and obtained any required consents.

23. COMPLIANCE, ANTI-BRIBERY AND TRADE CONTROLS

- (a) Each party shall comply with applicable laws relating to anti-bribery and corruption, competition, workplace safety and health, trade sanctions, export controls, import requirements and tax compliance.
- (b) The Buyer shall not use, resell, export or transfer Goods, software or technical information in violation of applicable law or for an unlawful purpose and shall obtain required end-user, import and re-export approvals.
- (c) The Seller may refuse, suspend or cancel performance where, on reasonable objective grounds, it considers that performance may expose it or any company within the Seller's corporate group to a material legal, sanctions, export-control or compliance risk. The Seller shall give notice where legally permitted and shall refund any prepayment attributable to unperformed work, less the value of completed work and reasonable non-recoverable commitments lawfully incurred.

24. ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY RIGHTS

- (a) The Seller may subcontract any part of the Contract while remaining responsible for its contractual obligations. The Seller may assign receivables or transfer the Contract to an Affiliate or successor on written notice, provided this does not materially reduce the Buyer's rights.
- (b) The Buyer may not assign, transfer, charge or subcontract its rights or obligations without the Seller's prior written consent, such consent not to be unreasonably withheld where the proposed assignee is financially and technically capable of performing the Buyer's obligations.
- (c) A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract.

25. NOTICES AND ELECTRONIC COMMUNICATIONS

- (a) Formal notices must be in writing and sent by hand, courier, registered post or email to the postal or email address specifically stated for notices in the Contract or last notified in writing.
- (b) A notice is deemed received: if delivered by hand, when delivered; by courier or registered post, on recorded delivery; and by email, when transmitted without a delivery-failure message during business hours to the designated notice address, otherwise on the next Working Day. For a notice of default, suspension or termination sent by email, the sender shall also use reasonable efforts to obtain acknowledgment or send a copy by another permitted method. This Clause does not apply to service of court proceedings or documents required by law to be served in another manner.
- (c) Orders, Order Confirmations, invoices, service records, completion records and signatures may be created, stored and exchanged electronically to the extent permitted by applicable law.

26. GENERAL

- (a) If a provision is illegal or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remaining provisions continue in force.
- (b) A failure or delay to exercise a right is not a waiver. Rights and remedies are cumulative. A waiver of one breach is not a waiver of any later breach.

- (c) Headings are for convenience only. References to "including" are without limitation. A reference to writing includes email unless expressly excluded.
- (d) The English-language version governs. Any translation is for convenience only unless the Seller expressly states otherwise in writing.

27. GOVERNING LAW AND JURISDICTION

- (a) The Contract and any non-contractual obligations arising from it are governed by the laws of Singapore.
- (b) The parties submit to the exclusive jurisdiction of the courts of Singapore.
- (c) The United Nations Convention on Contracts for the International Sale of Goods, to the extent it would otherwise apply, is excluded from and does not govern the Contract.