

TERMS AND CONDITIONS OF PURCHASE**Last Updated: 03 February 2023**

These Terms and Conditions of Purchase ("**Terms**") are the sole terms and conditions governing any purchase of goods and/or services by ComfortDelGro Corporation Limited and/or its subsidiaries ("**Client**") from the party supplying the goods 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 goods and/or services by the Client, including any purchase order.

1. Supply of Goods and Services

The Supplier shall supply and deliver to the Client all the goods 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 goods or services by the Supplier in whole or in part.

2. Delivery

Delivery terms shall be DDP SINGAPORE INCOTERMS 2020 or as otherwise stated in the Contract. All goods 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 goods 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 goods. Title of goods passes to Client on delivery. Unless otherwise agreed in writing by the Client, the Supplier shall deliver the goods according to the delivery schedule specified by the Client. Time shall be of the essence. If the Supplier fails to deliver the goods or services by the specified time, the Client shall be entitled to reject the relevant goods 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. Testing

- 3.1. The Client may request for samples of any goods to be supplied for testing or approval by the relevant authorities. If in the opinion of the Client, any goods supplied under the Contract are not in accordance with the Contract, the Client reserves the right to submit such goods for examination or testing by an independent and qualified consultant or agency whose charges shall be borne by the Supplier if, according to such examination or testing, the goods do not conform to the specifications under the Contract.
- 3.2. Before delivering the goods to be supplied under the Contract, the Supplier shall inspect

and test them for compliance with the Contract. The Supplier shall, if requested by the Client, give the Client reasonable notice of such tests and the Client shall be entitled to be represented thereat. The Supplier shall also at the request of the Client, supply to the Client a copy of the Supplier's test results certified by the Supplier to be a true copy.

- 3.3. If as a result of any inspection or test under this clause, the Client is of the reasonable opinion that any goods do not comply with the Client's specifications or the Contract, or are unlikely on completion of manufacture or processing so to comply, the Client shall inform the Supplier accordingly in writing and the Supplier shall take such steps as may be necessary to ensure such compliance.

4. Right to Reject Defective Goods or Services

The Client may reject defective or non-conforming goods and/or services and shall have no obligation to pay for such goods or services. Acknowledgement of delivery or payments for goods or services by the Client shall not be deemed to constitute an acceptance of the goods 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.

5. Prices and Payment

- 5.1. All taxes (other than those relating to the Client's income and any applicable goods and services tax required by Applicable Law to be borne by the Client), duties, dues and charges (including bank charges) relating to the supply of goods and/or services shall be borne by the Supplier.
- 5.2. The prices specified in the Contract are 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.
- 5.3. The Supplier shall submit an invoice for payment after the Client has received and accepted the delivery and/or supply of the goods 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.

- 5.4. If the Client disputes an amount in an invoice, the amount disputed will not become due and payable by the Client until the dispute is resolved. The Client may suspend payment in the event that the Supplier is in breach of its obligations. For the avoidance of doubt, a payment claim shall not be considered due and payable if it is in respect of any goods and/or services for which the Client has given notice of deficiency, incompleteness or failure to comply with the requirements of the Contract and which have yet to be rectified satisfactorily in accordance with the Contract.
- 5.5. The Client shall be entitled to withhold, deduct or set off from any payments due to the Supplier, any monies which are due to the Client by reason of any default or breach of the Contract by the Supplier or otherwise.

6. Warranty

- 6.1. The Supplier warrants (as a continuing representation and warranty) and undertakes that:
 - (a) it shall comply with all Applicable Laws and regulations in connection with the performance of the Contract including without limitation those relating to the Supplier's business;
 - (b) it shall ensure that all persons engaged by it shall be efficient, qualified, sober and honest, and shall provide all necessary safety equipment or attire, maintain a safe system of work at all times and ensure that they comply with all Applicable Law and all requirements (including those of the Client) governing access to or affecting the safety of persons on or in the vicinity of the Client's premises. The Client reserves the right to require the removal of any person from the Client's premises who in the opinion of the Client has breached any Applicable Law or any requirement (including those of the Client) governing access to or affecting the safety of persons on or in the vicinity of the Client's premises;
 - (c) it has good title to the goods supplied and that they are free from any and all encumbrances;
 - (d) the goods 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 Applicable Law, regulations and rules;
 - (e) each component of the goods supplied is and will be fully compatible with all other component items comprising the goods and each item will operate fully and

properly in the Client's existing environment on and from the installation date, and neither the installation, operation nor maintenance of the goods will cause any adverse interaction or damage or otherwise interfere with any computer, equipment or property belonging to the Client;

- (f) 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 Applicable Law, regulations and rules, in an efficient and safe manner and without causing interference, pollution, nuisance or danger to the health and well-being of persons at or in the vicinity of the Client's premises or persons using, operating or maintaining the Client's computer, equipment or property; and
- (g) it shall remedy any defect in the goods or deficiency in the services arising from faulty design, materials or workmanship or re-execute any deficient service on timely basis upon Client's notice without cost to Client.

- 6.2. In the event of any contravention of any Applicable Law or requirement (including those of the Client) governing access to or affecting the safety of persons on or in the vicinity of the Client's premises by the Supplier's employees or contractors, the Client reserves its right to terminate the Contract.

7. 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 in connection with (i) any act, omission, negligence, and/or breach of contract by the Supplier, its servants, agents, officers or contractors; and/or (ii) any goods or services supplied under the Contract. This Clause 7 shall survive the expiry or termination of the Contract.

8. Confidentiality

The Supplier shall treat all 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 Applicable Law. The confidentiality obligations shall survive the expiry or termination of the Contract.

9. Personal Data Protection

- 9.1. The Supplier shall comply with all its obligations under the Personal Data Protection Act 2012 of Singapore ("PDPA") at its own cost.

- 9.2. The Supplier shall only process, use or disclose Personal Data (as defined in the PDPA) for the purpose of performing its obligations under the Contract or such other purpose as permitted under Applicable Law ("**Purpose**").
- 9.3. The Supplier shall protect Personal Data in Supplier's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Personal Data, and other similar risks, as well as the loss of any storage medium or device on which Personal Data is stored. Supplier shall ensure that Personal Data is handled, accessed and transmitted only by those Supplier personnel on a need-to-know basis in connection with the Purpose.
- 9.4. The Supplier shall provide the Client with access to the Personal Data that Supplier has in its possession or control, as soon as practicable upon the Client's written request.
- 9.5. The Supplier shall not transfer Personal Data to a place outside Singapore without the Client's prior written consent. If the Client provides written consent, Supplier shall provide a written undertaking to the Client that the Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. If Supplier transfers Personal Data to any third party overseas, Supplier shall procure the same written undertaking from such third party.
- 9.6. The Supplier shall not retain Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than duration of the Contract, unless otherwise required by Applicable Law.
- 9.7. Unless otherwise required by Applicable Law, the Supplier shall, upon the Client's request:
- (a) return to the Client, all Personal Data; or
 - (b) delete and procure the deletion of all Personal Data in in the possession of itself and its officers, employees, contractors, agents and/or affiliates,
 - (c) and, after returning or deleting all Personal Data, provide the Client with written confirmation that it no longer possesses any Personal Data. Where applicable, Supplier shall also procure all third parties to whom it has disclosed Personal Data for the purposes of this Contract to return to Supplier or delete, such Personal Data.
- 9.8. Supplier shall take steps to correct any errors in the Personal Data, as soon as practicable upon the Client's written request.
- 9.9. The Supplier shall immediately notify the Client when Supplier becomes aware of a breach of any of its obligations in Clauses 9.1 to 9.8.
- 9.10. Supplier shall indemnify the Client, its affiliates, and the Client's and its affiliates' respective officers, employees and agents (collectively, the "**Indemnified Parties**"), against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including reasonable legal costs on an indemnity basis), arising out in respect of:
- (a) Supplier's breach of Clauses 9.1 to 9.9; and/or
 - (b) any act, omission or negligence of Supplier or any of its officers, employees, contractors, agents and/or affiliates that causes or results in any of the Indemnified Parties being found to be in breach of the PDPA.
- This Clause 9.10 shall survive the expiry or termination of the Contract for any reason whatsoever.
- 9.11. The Client shall have the right, at its own expense, to conduct an audit of the Supplier to verify and ensure the proper collection, usage, processing and protection of Personal Data, during normal business hours upon giving reasonable prior written notice. In the event of such audit, the Supplier shall comply with the reasonable requests of the Customer and its representatives and provide access to all personnel and records (software and hardware) necessary to the audit. The Supplier agrees to rectify and take corrective action in respect of all audit findings promptly and without delay, and inform the Client in writing of the rectification and corrective action taken.
- 9.12. "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgement, rule of law, order, decree, ruling, bye-law, code of practice, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by, any government agency having jurisdiction over the matter in question, that is applicable or relates to matters which are the subject of this Contract, whether in effect as of the date of the Contract or at any time thereafter.
- 9.13. "**Personal Data**" means data, whether true or not, about an individual who can be identified:
- (a) from that data alone; or
 - (b) from that data and other information which Supplier has or is likely to have access, generated by or collected by or disclosed to the Supplier in connection with the Contract.

10. 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 for: (i) death or injury caused by its negligence or the negligence of a party's directors, officers or employees; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful to exclude or restrict liability.

11. Gifts, Inducements and Rewards

11.1. Each party represents and warrants that it is in strict compliance and undertakes to strictly comply at all times with all applicable law relating to the fight against bribery and corruption and influence peddling, including without limitation the Penal Code and the Prevention of Corruption Act of Singapore (hereinafter referred to as the "**Rules**").

11.2. The Client shall be entitled to terminate the Contract with the 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 in the course of obtaining or execution of any 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 engaged 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 engaged by him or acting on his behalf shall have committed any offence under any of the Rules.

12. Termination

12.1. The Client may at any time and for any reason terminate the Contract upon giving at least 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 goods delivered or services completed prior to the date of termination.

12.2. Without prejudice to the foregoing and any other rights and/or remedies available to the Client, 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 or any Applicable Law in the course of obtaining or performing its obligations under the Contract;
- (d) is in breach of the prevailing Supplier Code of Conduct (available at <https://www.comfordelgro.com/procurement>); or
- (e) has engaged or engages in any conduct prejudicial to the businesses of the Client.

12.3. In the event of termination of the Contract pursuant to Clause 11.2 or Clause 12.2, the Client may obtain from other sources that part which remains undelivered or unperformed and claim all costs, expenses and damages incurred in relation thereto from the Supplier.

12.4. Unless expressly provided otherwise hereunder, in the event of termination of the Contract for any reason, the Supplier shall not be entitled to claim for any loss of anticipated profits and/or works-in-progress.

12.5. In the event of expiry or termination of the Contract for any reason, the Supplier shall provide at no cost, such reasonable assistance to the Client and to any third party nominated by the Client as the Client may require, including for up to three (3) months after the expiry or termination, to facilitate the engagement of a successor (if any) and to ensure a proper handover of services to the Client or a successor. This Clause 12.5 shall survive the expiry or termination of the Contract.

12.6. Upon termination of the Contract, the parties shall have no obligation or liabilities to each other save for any accrued rights and liabilities of the parties existing up to the date of such termination. Where termination of the Contract is in part, the parties' obligations and rights for the part unaffected shall continue and the terms and conditions of the Contract shall remain and apply in full force and effect for the part unaffected by the partial termination.

13. Intellectual Property Rights

- 13.1. The Supplier agrees that all intellectual property rights created by the Supplier or its employees, subcontractors or agents in the course of supplying the goods and/or services will be the exclusive property of the Client.
- 13.2. The Supplier grants to the Client, or agrees to procure the grant to the Client of, an unrestricted, irrevocable, perpetual, royalty-free licence to use and reproduce any and all intellectual property to the extent reasonably required to enable the Client to use the goods and/or services supplied under this Contract.
- 13.3. The Client grants to the Supplier, an unrestricted royalty-free licence to use and copy the Client's intellectual property provided to the Supplier to the extent reasonably required to enable the Supplier to provide the goods, services and/or deliverables under this Contract.
- 13.4. The Supplier warrants that none of the goods, services, or any item or deliverable as contemplated to be supplied pursuant to the Contract infringes any intellectual property rights of any person.
- 13.5. 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 goods 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 infringement of intellectual property rights related to any part of the goods, services or any items supplied hereunder.

14. Insurances

- 14.1. In relation to services, the Supplier shall take out and maintain with an insurer of good repute all insurances required by Applicable Law, and such insurances as may be required by the Client with a limit satisfactory to the Client:
- 14.2. In relation to professional services, in addition to Clause 14.1 above, the Supplier shall hold and maintain with a reputable insurer professional indemnity insurance with a limit satisfactory to the Client.
- 14.3. In relation to goods, the Supplier shall take out and maintain any policies of insurance specified in the Contract or required by Applicable Law.
- 14.4. Supplier will at the request of the Client provide copies of all certificates in respect of

the insurances required to be taken out by Supplier.

15. General

- 15.1. 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.
- 15.2. 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.
- 15.3. Amendments. No amendments or modifications to the Contract shall be effective unless in writing by the Client.
- 15.4. Assignment. The Supplier shall not without the prior written consent of the Client assign, transfer and/or sub-contract its rights or obligations under the Contract or any part of it to any third party. The Client may assign, transfer and/or subcontract its rights and obligations under the Contract or any part of it to any entity in the Client's group of companies without the consent of the Supplier.
- 15.5. Subcontracting. Any sub-contractors or other third parties used by the Supplier shall be deemed to be the Supplier's agents for whom the Supplier shall assume full responsibility and under no circumstances whatsoever shall the Supplier be relieved of its obligations to the Client hereunder by virtue of its having appointed a sub-contractor or other third party in respect thereof.
- 15.6. Remedies. The Client's rights and remedies under the Contract (including the Terms) are in addition to its rights and remedies implied by or under statute, common law, equity or otherwise.
- 15.7. Third Party Rights. 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.
- 15.8. Entire Agreement. The Contract constitutes the whole and only contract between the parties relating to the subject matter of the Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

- 15.9. No agency. The Supplier and the Client are separate and independent parties. Nothing in the Contract shall be deemed to constitute a partnership between the Supplier and the Client nor constitute any party the agent of the other party for any purpose. It is expressly agreed that the Supplier is acting as an independent contractor in performing the Contract. The Supplier, its agents, employees and sub-contractors are not and shall not be considered to be the Client's employees.
- 16. Force Majeure**
- 16.1. A "**Force Majeure Event**" means natural disasters, war, terrorism, civil disorder, epidemics, pandemics, labour disputes (other than those involving the Supplier's personnel), acts or orders of government and any other event beyond the reasonable control of the parties.
- 16.2. 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 written notice within thirty (30) days 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 16.
- 16.3. If the Supplier is prevented or delayed or is reasonably anticipated to be prevented or delayed by a Force Majeure Event from performing its obligations under the Contract for a period exceeding thirty (30) days in the aggregate, the Client may terminate the Contract by giving seven (7) 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 goods 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.
- 16.4. 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 goods 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.
- 17. Governing Law and Dispute Resolution**
- 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.