

## **Terms and Conditions for Rental**

### **1. GENERAL**

The terms and conditions outlined below (these “**Terms**”) and the relevant purchase order enclosed hereto (“**Purchase Order**”) (collectively, this “**Agreement**”) shall govern the hire of plant and equipment described in the Purchase Order (“**Equipment**”) by **AMOS SUPPLY PTE LTD** or any of its affiliates as stated in the Purchase Order (hereinafter called the “**Company**”) from any other firm, organization or party as stated in the Purchase Order (hereinafter called the “**Lessor**”), to the exclusion of any other terms that the Parties may seek to impose by trade, custom, practice or course of dealing. The Lessor waives any right it might otherwise have against the Company to rely on any term endorsed upon, delivered with or contained in any document (including but not limited to any written quote provided by the Lessor to the Company for the rental of the Equipment) that is inconsistent with these Terms.

### **2. ACCEPTANCE OF ORDERS**

This Agreement shall come into effect on the date stated in the Purchase Order, unless expressly agreed otherwise by the Parties in writing. Any variations to this Agreement will not be accepted by the Company, unless the variation is requested in writing by the Lessor (“**Variation Request**”) and confirmed in writing by the Company. The Company retains sole and absolute discretion whether to accept the Variation Request.

### **3. CANCELLATION OF ORDERS**

Cancellation of orders by the Lessor after receipt of the Purchase Order from the Company shall be subject to cancellation charges which shall be based on the cost accrued to the Company at the time of the cancellation plus 15% of the Rental Payment stated in the Purchase Order.

### **4. RETENTION OF TITLE AND TRANSFER OF RISK**

- a) The title to the Equipment remains the property of the Lessor at all times (including during the Hire Period), subject to the Company’s right to possession and use of the Equipment in accordance with these Terms. The Lessor shall not, without the prior written consent of the Company, part with control of, sell, offer for sale, assign, transfer, or sub-lease the Equipment, or allow the creation of any mortgage, charge, lien or any other encumbrance or security interest in respect of any or all of the Equipment at any time during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Company.
- b) The risk of loss, theft, damage or destruction of the Equipment shall pass to the Company on delivery and shall remain with the Company during the Hire Period, unless otherwise agreed in writing between the Parties.

### **5. LESSOR’S RESPONSIBILITIES**

- a) The Lessor shall be responsible for the logistical arrangement for the Equipment which includes the delivery to the Company (or any other location specified by the Company)

before or at the commencement of the Hire Period and collection from the Company (or any other location specified by the Company) at the end of the Hire Period or termination or expiry of this Agreement. Should the Equipment require to be exported and subject to applicable laws, it is the responsibility of the Lessor to do all things necessary to apply for and obtain the required permits for such exportation and to qualify for any applicable exemption from the applicable tax regime (including but not limited to Singapore Goods and Services Tax (GST)). Subject to applicable laws, any export and/or import permits shall be made in the name of the Lessor instead of the Company as the shipper or importer.

- b) Any repairs made to the Equipment or any part thereof by the Lessor during the Hire Period shall be at the expense of the Lessor, save where the repairs are necessitated as a result of any damage to the Equipment caused directly by the Company, its employees or agents.
- c) The Lessor shall fully and completely indemnify the Company in respect of any claims by any party whomsoever for loss, injury and damage to person or property caused by or in connection with or arising out of the use of the Equipment and in respect of all costs, expenses, levies and charges in connection herewith, whether arising under statute or common law.

## 6. CONDITIONS OF EQUIPMENT

- a) The Lessor warrants that the Equipment shall substantially conform to its specification (as set out in the Purchase Order), be of satisfactory quality and fit for any purpose held out by the Lessor. The Lessor shall use its best endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within 2 months from the date that the Equipment is delivered to the Company.
- b) If the Lessor fails to remedy any material defect in the Equipment in accordance with Clause 6(a), the Lessor shall, at the Company's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payment payable during the remaining term of this Agreement and, if relevant, return any deposit (or any part of it) paid by the Company to the Lessor.
- c) The Company shall keep the Equipment in good condition and working order (save for wear and tear in the ordinary course of work) at all times throughout the Hire Period.

## 7. HIRE PERIOD

- a) The Equipment shall be deemed to be on hire from the time it is delivered to the Company or to any other location specified by the Company, and it shall continue to remain on hire for the period as specified in the Purchase Order ("**Hire Period**").
- b) All Equipment is hired for a minimum hire period of 7 days unless otherwise agreed in writing at the time of hire (including in the Purchase Order).

## 8. PRICING AND PAYMENT TERMS

- a) In consideration of the rental of the Equipment during the Hire Period, the Company shall pay to the Lessor rental payment as set out in the Purchase Order (“**Rental Payment**”).
- b) The Lessor may invoice the Company as set out in the Purchase Order, or as otherwise agreed in writing. Payment by the Company shall be made with the currency indicated on the Purchase Order and such amount shall not be subject to any exchange rate fluctuations.
- c) In the event of delay in delivery of the Equipment by the Lessor, the Company reserves the right to impose liquidated damages of 0.5% of the Rental Payment per calendar day.

## 9. TERMINATION

- a) Without limiting its other rights or remedies, the Company may, at its sole discretion, terminate this Agreement with immediate effect (unless expressly stated otherwise) by serving a notice of termination on the Lessor if:
  - (i) the Lessor commits a material breach of any term in this Agreement, and if the breach is remediable, the Lessor fails to remedy that breach within ten (10) days of being notified in writing by the Company to do so;
  - (ii) the Lessor suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business;
  - (iii) the Lessor’s financial position deteriorates or the Lessor makes an arrangement with its creditors to such an extent which, in the Company’s sole opinion, interferes with or limits the Lessor’s ability to adequately fulfil its obligations under this Agreement;
  - (iv) the Lessor does anything which, in the Company’s sole opinion, materially damages or is likely to materially damage the reputation or brand of the Company;
  - (v) the Lessor fails to deliver the Equipment by the agreed delivery date;
  - (vi) the Equipment delivered contains one or more defect(s) which, in the reasonable opinion of the Company, are material; or
  - (vii) the Company is required by any applicable law or any relevant authority to terminate this Agreement.
- b) Notwithstanding the sub-Clause above, the Company may at any time and upon giving two (2) weeks’ notice to the Lessor, terminate this Agreement.
- c) The termination of this Agreement shall not affect any of the rights and remedies that have accrued to the benefit of either Party as at the date of termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

**10. LIMITATION OF LIABILITY AND INDEMNITY**

- a) Subject to applicable laws, the aggregate liability of the Company under this Agreement for any actual direct loss or damage sustained by the Lessor is limited to ten percent (10%) of the Rental Payment.
- b) The Company's liability for any loss consequential upon another loss, indirect loss (including loss of income or revenue, loss of profits and loss of savings), or any special, incidental, indirect, or consequential losses or damages of any kind, is hereby excluded.
- c) Without restricting the rights of the Company or otherwise affecting the Company's ability to claim damages or exercise any remedy on any other basis available to it, the Lessor hereby undertakes to indemnify and hold harmless the Company against all claims, actions, losses, damages, liabilities, proceedings, costs, expenses, penalties, fines and deficiencies that may be suffered, incurred or sustained by the Company as a consequence of any breach of or non-compliance with any obligation of the Lessor under this Agreement.

**11. FORCE MAJEURE**

- a) Neither Party shall be liable to the other Party for non-performance (either in whole or in part) or delay in performance of their respective obligations if caused by unpredictable adverse weather conditions, national industrial strikes, war, acts of God, acts of terrorism, tsunami, cyclones, typhoons, drought, floods, earthquakes or civil disturbance, which in any case could not reasonably be foreseen and is beyond the reasonable control of the relevant Party or its employees (each a "**Force Majeure Event**"). While such Force Majeure Event subsists, the Party whose performance is so affected shall inform the other Party in writing immediately, and shall be relieved of liability to the other Party for failure to perform its obligations hereunder and such obligations shall be suspended until such time as performance can be resumed (provided that the relevant affected Party could not have prevented the failure or delay by taking reasonable precautions or measures).
- b) Where the Force Majeure Event subsists for more than thirty (30) days, the Party whose performance is not prevented by such Force Majeure Event shall be entitled at its sole discretion to terminate this Agreement with immediate effect upon giving a notice in writing to the Party whose performance is prevented by such Force Majeure Event. For the avoidance of doubt, termination of this Agreement pursuant to this Clause shall be without prejudice to the rights or liabilities of the Parties that have accrued prior to the date of termination.

**12. GOVERNING LAW AND DISPUTE RESOLUTION**

- a) This Agreement is governed by and construed in accordance with the laws of Republic of Singapore.
- b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and

finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The arbitration shall be conducted in the English language.

### 13. MISCELLANEOUS

- a) This Agreement contains the entire agreement between the Parties and supersedes any previous agreement or understanding (whether oral or written) between the Parties, and all prior representations, standard terms, negotiations and discussions between the Parties (including any written quotes provided by the Lessor to the Company for the rental of the Equipment).
- b) The failure or delay of a Party to this Agreement to exercise or enforce any right under this Agreement shall not be deemed to be waiver of that right nor operate to bar the exercise or enforcement of it at any time.
- c) Each Party to this Agreement agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable laws or as may be necessary or desirable to implement and/or give effect to this Agreement.
- d) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any necessary deletion or modification, not be affected.
- e) The Parties to this Agreement agree that any applicable rule requiring the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply.
- f) Any notice to be given by one Party to this Agreement to another Party to this Agreement in connection with this Agreement shall be in writing in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, email, registered post or courier using an internationally recognised courier company at the addresses and addressed to the addressee stated in the Purchase Order or as otherwise specified by the relevant Party by notice in writing to the other Party.

- g) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- h) A person who is not a Party to this Agreement shall have no right to enforce or enjoy the benefit of this Agreement.