

TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES ("Terms")

1. Definitions

- 1.1 Affiliate : in relation to a corporation, a subsidiary of that corporation, a holding company of that corporation, or any other subsidiary of the holding company of that corporation.
- 1.2 Company : AMOS International (S) Pte Ltd, AMOS Supply Pte Ltd., or any of their Affiliates, which procures the Services from the Vendor in accordance with this Contract, as identified in the Purchase Order.
- 1.3 Parties : the Company and the Vendor (each a "Party").
- 1.4 Purchase Order : a written order for the Services provided by the Company to the Vendor, which incorporates these Terms as well as any other terms set out therein by the Company.
- 1.5 Quotation : a written quote provided by the Vendor to the Company for the Services.
- 1.6 Services : the services (or any part of them) as described in the Purchase Order.
- 1.7 Vendor : a company or an individual who supplies the Services to the Company, in accordance with the Purchase Order.

2. General Terms

- 2.1 These Terms shall form part of the Purchase Order (together, this "Contract") for the supply of Services by the Vendor to the Company, to the exclusion of any other terms which the Parties may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. For clarity, none of the terms (whether commercial, legal, or otherwise) of the Quotation or any subsequent confirmation which may be issued by the Vendor shall form part of this Contract. This Contract shall supersede any conflicting terms or other contracts which the Vendor may seek to enforce against the Company. Any document issued by the Vendor, including but not limited to any confirmation, shall in no way bind the Company or vary the terms of this Contract.
- 2.2 These Terms shall be read in conjunction with any other terms incorporated by reference in the Purchase Order ("PO Provisions"). In the event of any inconsistency between these Terms and any PO Provisions, the relevant PO Provision(s) shall take precedence.
- 2.3 This Contract shall come into effect on the date stated in the Purchase Order, unless expressly agreed otherwise by the Parties in writing.
- 2.4 The Vendor's acknowledgement on this Contract or any act of supplying the Services to the Company or performance of its obligations under this Contract (partial or in full), shall constitute the Vendor's acceptance of this Contract. For the avoidance of doubt, in any event, a binding Contract comes into existence when the Company sends the Purchaser Order to the Vendor.

3. Provision of Services

- 3.1 The Vendor shall provide and complete the Services in accordance with the Purchase Order or as otherwise agreed in writing, including the requirement specifications and performance milestones specified therein. Time for performance shall be of the essence.
- 3.2 Unless otherwise stated in the PO Provisions or otherwise agreed in writing between the Parties, the performance of the Services shall only be deemed complete when the acceptance form has been signed by an authorised representative of the Vendor and the Company respectively.
- 3.3 Unless otherwise stated in the PO Provisions or otherwise agreed in writing between the Parties, the Vendor shall be solely responsible for all expenses associated with performance of the Services, including but not limited to those associated with the cost of travel, accommodation and any other ancillary expenses reasonably incurred by the individuals engaged by the Vendor in connection with the performance of the Services and the cost of any materials or services procured by the Vendor from third parties for the provision of the Services.

4. Vendor's Obligations

- 4.1 The Vendor shall provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Vendor or a third party) required under the Purchase Order or otherwise reasonably required by the Company in connection with the provision of the Services by the Vendor and ensure that they are accurate and complete in all material respects.

- 4.2 The Vendor shall be solely responsible for obtaining and maintaining all necessary licences, permits, approvals and consents required under applicable laws to provide the Services to the Company, in all cases before the date on which the Services are to commence.
- 4.3 The Vendor shall comply with any additional responsibilities of the Vendor as set out in the Purchase Order or as otherwise agreed in writing between the Parties.

5. Price, Payment and Liquidated Damages

- 5.1 The price payable by the Company to the Vendor for the Services shall be as set out in the Purchase Order, or as otherwise agreed in writing between the Parties ("Price").
- 5.2 The Vendor 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.
- 5.3 In the event of delay in performance of the Services, the Company reserves the right to impose liquidated damages of 0.5% of the Price per Calendar Day.

6. Intellectual Property

- 6.1 Neither Party shall acquire any ownership, licence, or any other rights in any pre-existing intellectual property of the other Party by virtue of this Contract.
- 6.2 The Vendor represents, warrants and undertakes that its provision of the Services does not and will not infringe any intellectual property rights of any third party arising out of or in connection with the receipt of the Services by the Company.
- 6.3 The Vendor acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the trademarks, brands and trade names and nothing in this Clause grants the Vendor any rights to, or in any intellectual property rights or any other rights or licences in respect of the Company's trade-marks, brands and/or trade names.

7. Confidentiality

- 7.1 All communications, information and other materials in relation to this Contract shall be considered confidential information and shall be kept confidential by the recipient unless compelled or required to be disclosed by judicial or administrative procedures or in the opinion of its counsel, by other requirements of law or applicable stock exchange rules.
- 7.2 The rights and obligations of the Parties under this Clause shall survive the termination of this Contract.

8. Termination

- 8.1 Without limiting its other rights or remedies, the Company may, at its sole discretion, terminate this Contract with immediate effect (unless expressly stated otherwise) by serving a notice of termination on the Vendor if:
 - (a) the Vendor commits a material breach of any term in this Contract, and if the breach is remediable, the Vendor fails to remedy that breach within ten (10) days of being notified in writing by the Company to do so;
 - (b) the Vendor suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business;
 - (c) the Vendor's financial position deteriorates or the Vendor makes an arrangement with its creditors to such an extent which, in the Company's sole opinion, interferes with or limits the Vendor's ability to adequately fulfil its obligations under this Contract;
 - (d) the Vendor does anything which, in the Company's sole opinion, materially damages or is likely to materially damage the reputation or brand of the Company;
 - (e) the Vendor fails to perform the Services in accordance with the agreed timeline;
 - (f) the Services performed contain one or more defect(s) which, in the reasonable opinion of the Company, are material; or
 - (g) the Company is required by any applicable law or any relevant authority to terminate this Contract.
- 8.2 Notwithstanding the sub-Clause above, the Company may at any time and upon giving two (2) weeks' notice to the Vendor, terminate this Contract.
- 8.3 The termination of this Contract 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 Contract that existed at or before the date of termination.

9. Limitation of Liability

- 9.1 Subject to applicable law, the aggregate liability of the Company under this Contract for any actual direct loss or damage sustained by the Vendor is limited to the Price as set out in the Purchase Order or any other written agreement between the Parties (as the case may be).
- 9.2 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.
- 10. Force Majeure**
- 10.1 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, pandemic, epidemic, tsunamis, 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).
- 10.2 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 Contract 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 Contract 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.
- 11. Indemnity**
- 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 Vendor 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 Vendor under this Contract.
- 12. Entire Agreement**
- This Contract 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 the Quotation).
- 13. Governing Law and Jurisdiction**
- 13.1 This Contract is governed by and construed in accordance with the laws of the jurisdiction in which the entity issuing the Purchase Order is incorporated.
- 13.2 Any dispute arising out of or in connection with this Contract, 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 in accordance with the Arbitration Rules of the Singapore International Arbitration Centre 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 Tribunal shall consist of a single arbitrator. The language of the arbitration shall be English.
- 14. Miscellaneous**
- 14.1 The Vendor acknowledges that, in entering into this Contract, the Vendor does not do so on the basis of, nor rely on, any representation, warranty, or other provision except as expressly set out in this Contract.
- 14.2 No amendments or modifications to any of the terms of this Contract shall be valid, unless agreed in writing by both the Company and the Vendor.
- 14.3 If any provision of this Contract is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Contract shall, with respect to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision;
- and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
- 14.4 The failure or delay of a Party to exercise or enforce any right under this Contract shall not be deemed to be a waiver of that right or operate to bar the exercise or enforcement of it at any time.
- 14.5 Any notice required to be given under this Contract shall be served at the contact details of the relevant Party as set out in the Purchase Order or as otherwise agreed in writing. All notices and correspondences shall be made in the English language.
- 14.6 A person who is not a party to this Contract shall have no right to enforce or enjoy the benefit of this Contract.
- 14.7 Clauses that expressly or by implication survive termination of this Contract shall continue in full force and effect unless otherwise agreed by the Parties.
- 14.8 Each Party 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 Contract.