

**TERMS AND CONDITIONS FOR PROVISION OF SERVICES (“TERMS”)**

**1. Definitions**

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.
AMOS	AMOS International (S) Pte. Ltd., AMOS Supply Pte. Ltd. or any of its Affiliates, which provides the Services to the Customer in accordance with the Contract, as identified in the Quotation.
Customer	the company or individual who engages AMOS for the Services in accordance with the Contract, as identified in the Quotation.
Parties	AMOS and the Customer (each a “Party”).
Purchase Order	the Customer’s order confirmation or acceptance of the Quotation.
Quotation	the written quotation provided by AMOS for the Services, which incorporates these Terms as well as any other terms set out therein by AMOS including but not limited to terms and conditions relating to payment, delivery, and specifications of the Services.
Services	the services (or any part of them) as described in the Quotation, which AMOS is intending to provide to the Customer, and the Customer is intending to engage AMOS for.

**2. General Terms**

- 2.1 These Terms apply to the Quotation (together with these Terms, hereinafter referred to as the “Contract”) for the supply or provision of Services by AMOS to the Customer, to the exclusion of any other terms that the Parties may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 2.2 The Quotation constitutes an offer by AMOS to provide the Services in accordance with these Terms, and the Quotation along with these Terms shall be deemed to be accepted by the Customer at the earliest of any of the following actions, at which point the Contract shall become effective:
  - (a) issuance of the Purchase Order by the Customer;
  - (b) making payment for the Services by the Customer, whether in full or in part; or
  - (c) performance by AMOS of the Services, whether in full or in part.

Following the occurrence of any of the situations stipulated above, the Customer shall not be permitted to cancel any order as set out in the relevant Quotation except with the prior written consent of AMOS and upon payment of a cancellation fee of seventy percent (70%) of the aggregate amount stated in the relevant Quotation.
- 2.3 All Quotations are valid for fourteen (14) days, unless otherwise stated in the Quotation or agreed in writing between the Parties.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document (including but not limited to the Purchase Order) that is inconsistent with these Terms.
- 2.5 These Terms shall be read in conjunction with any commercial terms as may be set out by AMOS in the Quotation. For the avoidance of doubt, in case of any conflict between these Terms and the Quotation, the relevant provision(s) in the Quotation shall prevail.

**3. Provision of Services**

- 3.1 The term of this Agreement shall commence upon the date stated in the Quotation and shall be valid for such period as stated in the Quotation or until the completion of the performance of all Services, unless otherwise terminated earlier in accordance with Clause 8.
- 3.2 AMOS shall use all reasonable endeavours to provide and complete the Services in accordance with the Quotation or as otherwise agreed in writing, including the requirement specifications and performance milestones specified therein. Unless AMOS receives a written notice of any non-compliance or defect from the Customer within seven (7) days from the date of performance of the Services, the Services shall be deemed to fully comply with the specifications set out in the Quotation and are free from defect.
- 3.3 Any dates quoted for performance of the Services are approximate only and time of performance is not of the essence.
- 3.4 AMOS shall not be liable for any delay in performance of the Services that is caused by any act or omission of the Customer, its agents, subcontractors, consultants or employees (including but not limited to any such person’s failure to provide AMOS with adequate instructions or any other instructions relevant to the

provision of the Services), and shall be entitled to a reasonable extension of time in such circumstances to carry out such performance of the Services.

- 3.5 AMOS shall not be liable for any delay in performance of the Services caused by any circumstances beyond its reasonable control and shall be entitled to a reasonable extension of time in such circumstances to carry out such performance of the Services.

**4. Customer’s Obligations**

- 4.1 The Customer shall co-operate with AMOS in all matters relating to the provision of the Services.
- 4.2 The Customer shall provide, for AMOS, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer’s premises or such place of performance of the Services, adequate work area, data and other facilities as reasonably required by AMOS for the performance of the Services, including any such access as is specified in the Quotation.
- 4.3 The Customer shall promptly inform AMOS of all health, safety and security requirements that apply at the Customer’s premises or at the place of performance of the Services (as the case may be).
- 4.4 The Customer shall provide to AMOS in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under the Quotation or otherwise reasonably required by AMOS in connection with the provision of the Services and ensure that they are accurate and complete in all material respects.
- 4.5 The Customer shall be solely responsible for obtaining and maintaining all necessary licences, permits, approvals and consents required under applicable laws for AMOS to provide the Services, in all cases before the date on which the Services are to commence.
- 4.6 The Customer shall comply with any additional responsibilities of the Customer as set out in the Quotation or as otherwise agreed in writing between the Parties.

**5. Price and Payment**

- 5.1 The price of the Services shall be set out in the Quotation, or as otherwise agreed in writing. The Customer shall, at all times, be liable to pay at the prevailing rate all taxes, duties, levies, and other similar charges (and any related interest and penalties) arising out of or in connection with the provision of the Services, including but not limited to Goods & Services Tax and any tax which the Customer is required to withhold or deduct from payments to AMOS, unless and until such time as AMOS is able to apply for and has obtained any relevant exemption(s) thereto.
- 5.2 Unless otherwise stated in the Quotation or otherwise agreed in writing between the Parties, the Customer shall bear all costs and expenses relating to the provision 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 AMOS in connection with the performance of the Services and the cost of any materials or services procured by AMOS from third parties for the provision of the Services.
- 5.3 Payment by the Customer shall be made in the currency indicated on the Quotation and such amount shall not be subject to any exchange rate fluctuations.
- 5.4 AMOS may invoice the Customer for the Services as set out in the Quotation and the Customer shall pay the invoice in full within thirty (30) days from the date of the invoice, and the Customer shall not be allowed to withhold and/or set off any payments due from AMOS to the Customer. Time for payment of the invoice shall be of the essence. If the Customer fails to pay the amounts due in the invoice in full within the said payment term, interest is payable upon such amounts outstanding at the rate of one percent (1%) per month accruing from the due date to the day full payment is made unless specified otherwise in the Quotation. In the event that the Customer intends to engage a new agent or authorised officer in respect of the procurement of the Services, a written notice of such intention shall be given to AMOS at least thirty (30) days before the intended date of engagement, failing which AMOS shall have a right to demand for immediate payment of all outstanding invoices by the Customer (regardless of whether the aforementioned 30-day payment period has lapsed). For the avoidance of doubt, the aforementioned engagement of a new agent or authorised officer by the Customer shall not affect any existing or accrued rights of AMOS in any way whatsoever.
- 5.5 The Customer shall furnish security on such terms as may be prescribed by AMOS, if AMOS requires such security for payment before commencement of provision of the Services.

## 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 the Contract.
- 6.2 AMOS reserves all rights in, and the Customer will have no rights in respect of, any trade names or trademarks used by AMOS, any associated goodwill or in respect of any other intellectual property relating to AMOS' products or services or their advertising or otherwise owned by or licensed to AMOS or any Affiliate of AMOS. The Customer will not do anything likely to damage any trademarks, or the name or reputation of AMOS or any of its Affiliates.

## 7 Confidentiality

- 7.1 All communications, information and other materials in relation to the 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.
- 7.2 The rights and obligations of the Parties under this Clause shall survive the termination of the Contract.

## 8 Termination

- 8.1 Without limiting its other rights or remedies, AMOS may terminate the Contract or suspend the provision of Services at its sole discretion if:
- the Customer commits a material breach of any term in the Contract, and if the breach is remediable, fails to remedy that breach within fourteen (14) days of being notified in writing by AMOS to do so;
  - the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business;
  - the Customer is or becomes the subject of a targeted sanctions program or subject to any comprehensive sanctions program (including but not limited to Cuba, Iran, Syria, North Sudan and North Korea), whether initiated by international organisations (including the United Nations and the European Union) or countries (including US, UK and Singapore);
  - the Customer makes an arrangement with its creditors, becomes subject to an administration order, goes into bankruptcy, liquidation, or receivership, a trustee/liquidator is appointed over any of the Customer's property, or an application is made to a court for an order or an order is made that the Customer be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, or the Customer is unable to pay its debts as they become due, or ceases or threatens to cease to carry on business or Amos reasonably considers any of the above events is about to occur or the Customer's financial position deteriorates to such an extent that in AMOS' sole opinion, the Customer's ability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.2 On termination of the Contract, the Customer shall immediately pay to AMOS all amounts due and owing, including applicable interest on the outstanding amounts or unpaid invoices.
- 8.3 The termination of the Contract shall not affect any of AMOS' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

## 9 Limitation of Liability

- 9.1 Subject to applicable laws, AMOS shall have no responsibility for, and the Customers agrees to indemnify AMOS in full against any death of or injury to persons or loss of or damage to property and any claims, demands, proceedings, damages, costs and expenses arising from or in connection with the Services (or any part thereof).
- 9.2 To the maximum extent permitted by applicable law, the aggregate liability of AMOS under the Contract for actual direct loss or damage sustained is limited to ten percent (10%) of the amount paid by the Customer to AMOS for the Services under the Contract.
- 9.3 AMOS' liability for any loss consequential upon another loss, indirect loss including loss of income or revenue, a loss of profits and a loss of savings, including any special, incidental, indirect, or consequential losses or damages of any kind, as well as any exemplary or punitive damages of any kind, is excluded.

## 10 Force Majeure

Neither AMOS nor the Customer shall be liable to the other 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, 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 so affected shall be relieved of liability to the other 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).

## 11 Entire Agreement

The 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.

## 12 Governing Law and Jurisdiction

- 12.1 The Contract is governed by the laws of the jurisdiction in which the entity issuing the Quotation is incorporated.
- 12.2 Any dispute arising out of or in connection with the 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 ("**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

- 13.1 The Customer acknowledges that, in entering into the Contract, the Customer does not do so on the basis of, nor rely on, any representation, warranty, or other provision except as expressly set out in the Contract.
- 13.2 The failure or delay of a Party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time.
- 13.3 A person who is not a party to the Contract has no right (whether under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore or otherwise) to enforce or enjoy the benefit of the Contract.
- 13.4 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 the Contract.
- 13.5 No amendment, variation, deletion, replacement or supplement to the Contract shall be valid unless it is in writing and signed by each of the Parties. For the avoidance of doubt, there shall be no variation to the Services (or any part thereof) unless AMOS has agreed in writing to the written Variation Order Request (in prescribed form) provided by the Customer.
- 13.6 If any provision of the Contract is held to be illegal, invalid or unenforceable, in whole or in part, the relevant part of the provision shall be severed and the remaining part of such provision and all other provisions of the Contract shall continue to remain in full force and effect. The Parties will negotiate in good faith to agree 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 illegal, invalid or unenforceable 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 the Contract and the legality, validity and enforceability of the remainder of the Contract shall, subject to any deletion or modification made under this Clause, not be affected and shall remain in full force and effect.
- 13.7 The Customer shall not assign or transfer any of its rights and/or obligations under the Contract, except with the prior written approval of AMOS.
- 13.8 Nothing in this Agreement is deemed to constitute a partnership between the Parties nor constitute any Party as the agent of the other Party for any purpose.