

**TEHO WATER & ENVIROTEC PTE LTD**  
**STANDARD TERMS AND CONDITIONS**

**1. DEFINITION**

1.1. In these Conditions:

“**Company**” means Teho Water & Envirotec Pte Ltd and/or any of its related, associated, parent or subsidiary companies, as the case may be.

“**Conditions**” means these standard terms and conditions for the sale and purchase of Goods and/or Services, which are incorporated into and form part of the Quotation and the Contract.

“**Contract**” means the agreement between the Company and the Purchaser for the sale of Goods and/or Services by the Company to the Purchaser, as evidenced by the Quotation and Purchase Order, and incorporates these Conditions.

“**Data Logging**” means the recording of data over time using an electronic device.

“**Day(s)**” means calendar days.

“**Delivery Date**” means the agreed date for delivery of the Goods and/or Services under the Contract. Where there is no stipulated date for delivery, the delivery date shall mean the end of the duration of the lead time stated in the Quotation starting from the date of the Contract.

“**Goods**” includes all goods, equipment, machinery, or other item (or parts of it) under the Contract.

“**Intellectual Property**” means the copyrights, patents, trademarks, design rights, and other intellectual property rights owned by the Company (whether registered or not) in respect of the Goods.

“**Purchase Order**” means the order placed by the Purchaser for the purchase of the Goods and/or Services from the Company.

“**Purchaser**” means the person, firm or company purchasing Goods and/or Services from the Company.

“**Purchase Price**” means the total price (whether lump sum or staged payment) of the Goods and/or Services agreed by the Purchaser and the Company in the Contract, and unless otherwise expressly agreed, exclusive of all shipment costs and taxes, where applicable.

“**Quotation**” means the quotation issued by the Company to the Purchaser.

“**Services**” refers to all services to be provided by the Company under the Contract.

“**Specifications**” means the description or technical specification of the Goods and/or Services stipulated in the Quotation and any other document(s) incorporated by reference in the Quotation.

The words “**include**” and “**including**” shall not be construed to limit the generality of any clause herein.

Where the context requires, words importing the singular shall be deemed to include the plural and *vice versa*.

Titles and headings used herein are for convenience only and do not affect the interpretation of these Conditions.

**2. APPLICABILITY**

2.1. These Conditions shall be incorporated and shall form part of any Quotation and shall apply to all Contracts.

2.2. Any Purchase Order placed by a Purchaser with reference to a Quotation is deemed to incorporate these Conditions. Any other terms or conditions proposed by the Purchaser in its Purchase Order or any other document(s) of the Purchaser shall not become part of the Contract unless specifically agreed in writing by the Company and the Purchaser with an express reference to this Clause 2.2.

2.3. No variation to these Conditions shall be binding unless agreed in writing by the Company and the Purchaser with an express reference to this Clause 2.3.

2.4. In the event of any conflict or inconsistency between these Conditions and any other terms of the Contract, these Conditions shall prevail.

**3. QUOTATION, SPECIFICATION AND PURCHASE ORDER**

3.1. The Specification of the Goods and/or Services shall be those set out in the Quotation. The Company reserves its right to make any changes to the specification of the Goods and/or Services in a manner that does not materially affect their quality or performance.

3.2. No Purchase Order shall be considered to be accepted by the Company unless confirmed in writing by the Company.

#### **4. PRICE AND PAYMENT TERMS**

- 4.1. All prices stated in the Quotation are valid for the period stated in the Quotation (and if no period is stated, for up to thirty (30) days from the date of issuance of the Quotation only).
- 4.2. The price in the Quotation is based on the Specifications, scope of works and quantity of Goods and/or Services set out in the Quotation. The Company reserves the right to revise the price in the Quotation should the Purchaser require any variation to the Specification, scope of works and/or quantity of Goods and/or Services set out therein.
- 4.3. Unless otherwise stated in the Quotation, all prices in the Quotation are given on an ex-works basis (i.e. delivery at the Company's designated location or premises). In the event that the Company agrees to deliver the Goods and/or Services other than at the Company's designated location, the Purchaser shall be liable to pay the Company for transportation and/or other charges unless otherwise agreed by the Company in writing.
- 4.4. If any exemption from local taxes or other duties is required, the Purchaser must provide the Company with sufficient documentary proof before any invoice is issued.
- 4.5. Subject to the payment terms of the Contract, any invoice issued by the Company is immediately due and payable on the date of the invoice. If the Purchaser fails to make payment of any invoice by the date of the invoice, the Company shall be entitled to charge the Purchaser interest on the invoiced amount at the rate of 6% per annum, from the due date until the date payment is made in full (pro-rata basis), payable on the 1<sup>st</sup> day of each calendar month. The formula for calculating interest is as follows:  
$$\frac{((\text{outstanding invoiced amount} \times 6\%) / 365) \times \text{no. of days late.}}$$

#### **5. DELIVERY, DELAY AND STORAGE COSTS**

- 5.1. Unless otherwise agreed in writing between the Purchaser and the Company, the Goods and/or Services shall be delivered on ex-works basis (i.e. delivery at the Company's designated location or premises).

- 5.2. The Delivery Date shall be the agreed date for delivery of the Goods and/or Services under the Contract, or where there is no specific date stipulated in the Contract, the delivery date shall be the end of the duration of the lead time stated in the Quotation starting from the date of the Contract.
- 5.3. Where the provision of the Goods and/or Services require work to be done by the Company at a place other than at the Company's premises:
  - 5.3.1. the Purchaser shall at its own costs and expense take all necessary measures to prepare the site and ensure that it is suitable and ready for the delivery and/or installation of the Goods and/or provision of the Services;
  - 5.3.2. the Purchaser shall provide a safe working environment and safety equipment (where applicable) for the Company's employees, agents and/or contractors; and
  - 5.3.3. the Purchaser shall pay the Company all such reasonable costs and disbursements as informed by the Company beforehand.
- 5.4. The Purchaser shall not be entitled to withhold acceptance for the Goods for defects and/or deviations, which do not materially affect the usage and/or safety of the Goods.
- 5.5. If the Purchaser fails and/or refuses to give the Company adequate delivery instructions on or before the Delivery Date and/or to accept delivery of the Goods then, without prejudice to any other rights and remedies available to the Company, the Company may at its sole discretion:
  - 5.5.1. store the Goods until the date of the actual delivery and charge the Purchaser for the costs of storage at S\$3 per square feet for every thirty (30) days of storage, payable on the 1<sup>st</sup> day of each calendar month;
  - 5.5.2. charge the Purchaser an administrative fee for late delivery at the rate of 6% of the Purchase Price per annum, from the Delivery Date until the date delivery is actually made (pro-rata basis), payable on the 1<sup>st</sup> day of each calendar month. The formula for calculating administrative fee for late delivery is as follows:  
$$\frac{((\text{Purchase Price} \times 6\%) / 365) \times \text{no. of days late; and/or}}$$

5.5.3. after thirty (30) days from the Delivery Date, exercise the right to cancel the Contract by giving a further three (3) days' written notice. In the event of a cancellation under this Clause 5.5.3, Clause 6.5 shall apply.

## **6. VARIATION, SUSPENSION AND CANCELLATION**

6.1. No Contract may be varied or cancelled by the Purchaser except with the written agreement of the Company. The Company is entitled to reject any variation and/or changes to the Specification, scope of works and/or quantity of the Goods and/or Services agreed to be provided under the Contract (including but not limited to the Delivery Date of the Goods and/or Services).

6.2. In the event of any variation to the agreed Specifications, scope and/or quantity of the Goods and/or Services in the Contract (including but not limited to the Delivery Date of the Goods and/or Services), the Company shall be entitled to charge the Purchaser for the provision of the additional work, materials and/or services supplied outside of the original scope of the Contract.

6.3. In the event of any cancellation of the Contract at the request of the Purchaser pursuant to Clause 6.1 or termination of the Contract as a result of any repudiatory breach by the Purchaser, the Company shall, without prejudice to any other rights and remedies available to the Company:

6.3.1. be entitled to be fully indemnified by the Purchaser against all costs (including but not limited to all of labour and materials costs), expenses, losses and/or damages (including but not limited to loss of profits) incurred by the Company as a result of the cancellation. For the avoidance of doubt, the Purchaser shall also be liable to indemnify the Company for the cost of disposal of any parts or incomplete Goods due to the cancellation;

6.3.2. any deposit held by the Company and any instalment payment due and payable and/or received by the

Company shall be deemed earned and shall not be refundable; and

6.3.3. the Company shall be entitled to sell the Goods to third parties at its sole discretion and retain the entire sale proceeds.

6.4. The Company shall be entitled to suspend performance, withhold delivery, and/or cancel the Contract at any time by giving seven (7) days' written notice, if (a) the Company in its sole discretion determines that the Purchaser's credit worthiness is unsatisfactory or the Purchaser will not be able to pay the amounts due and payable under the Contract, or (b) if the Purchaser fails to make payment of any amount due and payable under the Contract.

6.5. In the event of a cancellation under Clauses 5.5.3 or 6.4, without prejudice to any rights or remedies available to the Company:

6.5.1. the Company shall not be liable for any direct, indirect, special and/or consequential losses and/or damages of whatsoever nature (whether in contract, tort, or any other basis) and howsoever suffered by the Purchaser as a result of this cancellation;

6.5.2. any deposit held by the Company and any instalment payment due and payable and/or received by the Company shall be deemed earned and shall not be refundable; and

6.5.3. the Company shall be entitled to sell the Goods to third parties at its sole discretion and retain the entire sale proceeds.

## **7. TESTING AND COMMISSIONING**

7.1. Where factory acceptance test ("FAT") is required as part of the scope of the works, the Purchaser shall be deemed to have accepted the FAT results if the Purchaser fails to reject the FAT results with valid written reasons or specific details for such valid refusal within three (3) working days from the issuance of the FAT result. Any cost of additional FAT and/or other inspection at the request of the Purchaser shall be borne fully by the Purchaser.

7.2. Unless otherwise agreed in writing between the Purchaser and the Company, the commissioning of Goods provided by the Company shall not fall within the Company's scope of works.

- 7.3. Subject to the payment terms of the Contract agreed by the Company and the Purchaser, any testing (including but not limited to FAT) and/or commissioning of the Goods provided by the Company shall not be deemed a pre-condition to the payment of the Purchase Price under the Contract.

## **8. WARRANTY AND MAINTENANCE**

- 8.1. The Company shall under no circumstances be liable for any defect and/or damage arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the proper usage procedures, misuse or alternation or modification or repair without the Company's written approval, or failure to maintain or improper or inadequate maintenance of the Goods.
- 8.2. Save for the warranties expressly stipulated in the Contract, all other warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent possible under the law. The Company expressly disclaims any implied warranties of merchantability and fit for a particular purpose.
- 8.3. The Purchaser shall not alter, modify or repair the goods, or replace part(s) of the Goods with non-original part(s), without written approval by the Company.
- 8.4. For Goods without Data Logging capability, the Purchaser shall keep, or ensure that the end user keeps, a maintenance log at all times. For Goods with Data Logging capability, the Purchaser shall maintain, or ensure that the end user maintains internet connection at all times.
- 8.5. Any breach of Clauses 8.3 or 8.4, regardless how trivial or minor, shall render the warranties under the Contract null and void, and forthwith release the Company from any and all of its warranty obligations under the Contract.

## **9. LIMITATION AND EXCLUSION OF LIABILITY**

- 9.1. In no event shall the Company's aggregate liability to the Purchaser for any losses, damages, costs and/or expenses, arising out of or in connection with the Contract (whether in contract, tort, or any other basis) exceed the Purchase Price under such Contract.

- 9.2. To the maximum extent permitted by the law, the Company shall not be liable to the Purchaser for any loss of profits, loss of use, loss of contracts, loss of opportunities, loss of revenue, loss of goodwill, loss of reputation, loss of third party contracts, loss due to business interruption, cost of replacement, contractual claims from third parties, or any indirect, special and/or consequential losses and/or damages of whatsoever nature (whether in contract, tort, or any other basis) and howsoever suffered by the Purchaser.
- 9.3. The Purchaser shall fully indemnify the Company for any losses, damages, costs and/or expenses suffered or incurred as a result of any 3<sup>rd</sup> party claim(s) against the Company (whether in contract, tort, or any other basis), and for any fees, fines, penalties, or whatsoever imposed by any government body and/or statutory board, arising out of or in connection with the Purchaser's breach of the Contract and/or the provision of Goods and/or Services.

## **10. TITLE AND RISK**

- 10.1. Risk of damage to and/or loss of the Goods shall pass to the Purchaser at the time the Goods leave the Company's premises for delivery to or collection by the Purchaser.
- 10.2. The Purchaser shall insure against any risk of damage to the Goods or other property, and/or damage and/or loss to 3<sup>rd</sup> parties, upon the passing of the risk as set out in Clause 10.1 above.
- 10.3. Notwithstanding the delivery of possession and the passing of risk in the goods, title in the Goods shall not pass to the Purchaser until the Company has received the full Purchase Price from the Purchaser. Until such time where title passes to the Purchaser, the Company shall be the lawful owner of the Goods and be entitled to demand repossession of the Goods.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. The rights, title and interest in Intellectual Property held by the Company (or its licensors) shall remain the absolute property of the Company (or licensor, as the case may be) and such designs, drawings, specifications, Goods or any part thereof shall not be reproduced or disclosed, or allowed to be reproduced or disclosed by the

Purchaser without the Company's agreement in writing.

(1) arbitrator. The language of the arbitration shall be English.

13.3. This contract is governed by the laws of the Republic of Singapore.

## **12. MISCELLANEOUS**

- 12.1. The Contract constitutes the entire agreement between the Company and the Purchaser and shall supersede any previous written agreement or understanding.
- 12.2. Each part, term or clause of these Conditions is severable from all others, and if any part, term or clause of these Conditions is held to be or becomes invalid, unlawful or unenforceable (whether in whole or in part), such clause shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining clauses of these Conditions shall not be affected thereby
- 12.3. A person who is not a party to this Contract shall have no rights to enforce or enjoy the benefit of any term or provisions of this Contract under the Contracts (Rights of Third Parties) Act (Cap. 53B).
- 12.4. The Purchaser shall not assign or transfer any of its rights or obligation under the Contract without the prior written approval of the Company.
- 12.5. Any notices, requests, demands or other communications required or made under the Contract shall be given or made in writing and delivered by mail, fax or e-mail to the respective parties as per the contact particulars stated in the Contract. Any such notice, request, demand or communication shall be deemed to have been duly served immediately upon sending.

## **13. GOVERNING LAW AND ARBITRATION CLAUSE**

- 13.1. 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 ("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.
- 13.2. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one