

## Standard Terms and Conditions for the Purchase of Goods and/or Services Pursuant to a Purchase Order

The following terms and conditions ("Terms") shall apply to all goods ("Goods") and/or services ("Services"), as the case may be, to be supplied by the party ("Seller") to which the Purchase Order is issued or awarded by the Buyer. The term "Buyer" refers to any of the following companies: Baker Engineering Pte. Ltd. and BT Titanium Pte. Ltd., including its parent and their respective affiliated companies. These Terms and the Purchase Order including all terms and enclosures contained therein shall constitute a contract between Buyer and Seller ("Contract") for the supply of Goods and/or Services stated in the Purchase Order.

- Packing:** All Goods to be delivered shall be packed and wrapped in accordance with the requirements/instructions stated in the Purchase Order in addition to those requirements stipulated by the carrier but Seller shall always ensure that the Goods are suitably and adequately packed and wrapped in a sufficient manner for transportation and shipment. All charges for packing, wrapping, carting, boxing, marking, cartoning or carriage shall be for the account of the Seller or included in the Purchase Price (as defined in clause 7 below) unless otherwise agreed in writing by Buyer. If any damage to the Goods shall be caused by inadequate or defective packing or wrapping, Seller shall be fully responsible for such damage including effecting any repair or replacement at its sole cost in addition to any Liquidated Damages (as defined in clause 2 below) that may arise from the delay in delivery of the Goods as a consequence thereof.
- Delivery (Liquidated Damages):** Time shall be of the essence. Seller shall adhere strictly to the delivery schedule of the Goods and/or Services as stipulated in the Purchase Order. In the event of any delay in delivery, the Buyer may: (a) extend the time of delivery whereupon Seller shall be subject to a late delivery fee (as "Liquidated Damages" but not as penalty based on a genuine pre-estimate of the losses that Buyer may suffer as a consequence of such delay) equivalent to 1% of the Purchase Price specified in the Purchase Order for each week of delay or part thereof up to a maximum of 5% of the Purchase Price, or (b) cancel the Purchase Order, either in whole or in part, without prejudice to such other rights which the Buyer may have under the Contract or at law. Seller shall compensate Buyer any loss or damages it may suffer if Buyer shall purchase the cancelled Goods and/or Services from a third party.
- Delivery (General):** Upon receipt of the Goods, the following conditions shall apply: (i) Buyer assumes no obligation in respect of Goods delivered in excess of the quantities specified in the Purchase Order; (ii) quantities and weights as determined by Buyer shall be final and prevail; (iii) any materials in excess of quantities ordered may be returned by Buyer at the sole risk and cost of Seller; (iv) Seller shall be responsible for any additional costs incurred in addition to Liquidated Damages as a result of Seller's failure in observing any shipping instruction or late in arranging delivery such that the Goods will not arrive or meet the agreed delivery schedule; and (v) Buyer shall not be obliged to return to Seller any packing material for the Goods, whether or not such Goods have been accepted by the Buyer.
- Title and Risk:** Title to the Goods shall pass upon payment or acceptance by Buyer, whichever occurs earlier. Risk of the Goods shall however pass upon acceptance by Buyer.
- Inspection and Rejection:** Buyer reserves the right to inspect the Goods and/or the Services. Buyer may reject Goods and/or Services found to be defective, non-conforming, unsatisfactory or of poor workmanship or quality and shall have no obligation whatsoever to pay for such Goods and/or Services. Rejected Goods may, at Seller's cost and risk, be held by Buyer pending further instructions from Seller, or at the absolute option of Buyer, return the rejected Goods to Seller at Seller's cost and risk. Acknowledgement of delivery, receipt or payment by Buyer for any Goods and/or Services shall not be deemed to constitute acceptance of the Goods and/or Services or a waiver of Buyer's right to reject the same later. In the event that the Goods received is subsequently found to be damaged or defective, Buyer may, at its option, arrange for repair by a third party and the costs and expenses incurred shall be for Seller's account provided that Buyer shall, before exercising such option, give Seller the opportunity to expeditiously execute or arrange for the repair to be undertaken and completed within 7 days from the date of notification or such additional time as may be granted by Buyer.
- Merchantability:** It shall be a condition of purchase that the Goods supplied shall conform to the specifications, be of merchantable quality and fit for the purpose intended regardless whether such Goods are commonly supplied or available in the market. Seller shall further undertake to ensure that no counterfeit parts, components or equipment be incorporated into the Goods nor shall such Goods be in any way a counterfeit.
- Warranty:** Unless expressly stated otherwise in the Purchase Order, Seller warrants that all Goods delivered and/or Services rendered shall: (a) in addition to all other expressed or implied warranties accorded by law, perform in accordance to the descriptions, specifications, drawings, classification and/or samples furnished by Buyer under this Contract; and (b) be of good material and workmanship, free from any defects and fit and sufficient for the use intended, for a minimal period of 12 months from date of acceptance plus such additional periods to repair or rectify the Goods and/or Services due to defect or failure to perform. This warranty shall enure to the benefits of Buyer, its successors, assigns, customers and user of the Goods and/or Services. No actions taken by Buyer in accordance with clause 4 shall imply any waiver of Seller's warranty.
- Price and Payment:** The total price of the Goods and/or Services specified in the Purchase Order shall be the "Purchase Price" subject to such adjustment or variation as may be permitted under the Contract. Unless agreed otherwise, payment of any invoice shall be made within 30 days from the date of receipt. Invoice submitted to Buyer for payment shall contain all relevant details indicating, among other things, the Purchase Order number and bank account for payment remittance together with all relevant supporting documents failing which Buyer shall not be responsible for any delay in payment. Where the Contract allows Seller to claim for expenses or costs incurred, Buyer shall have the right to reject any amount claimed by Seller that cannot be supported by documented evidence (such as business headed invoices and receipts). If a dispute shall arise in respect of the amount being billed under an invoice, Buyer shall pay such amount not in dispute while the disputed amount shall be withheld until a resolution is reached between the parties amicably or through arbitration in accordance with clause 19 below. Seller shall invoice Buyer within 6 months from the date of delivery of the Goods and/or Services under the Purchase Order failing which any invoice subsequently issued by Seller shall be deemed denied and rejected and Buyer shall not be held liable in anyway as a consequence thereof.
- Publicity and Confidentiality:** Seller shall not, without first obtaining the written consent of Buyer, advertise, release or publish the fact that Seller has been awarded or contracted with Buyer for the Goods and/or Services. Seller agrees that it shall not, without the prior written consent of Buyer, use or disclose any of Buyer's information (including, without limitation, information relating to Buyer's business affairs, vendors, customers, finances, methods or operations; or data, material or deliverables created, developed, produced or otherwise obtained by Seller in connection with the Purchase Order, regardless whether written, oral or otherwise, for any purpose except as necessary to execute the Purchase Order and shall protect the same using the same standard of care as it uses to protect its own confidential information. Seller further agrees that it will not divulge any matter known to it, the disclosure of which would compromise or be detrimental to the interest of Buyer as determined by

Buyer in its sole opinion. The foregoing confidentiality obligations shall not apply to (a) information found in the public domain through no fault of Seller, (b) information previously and lawfully obtained by Seller prior to disclosure by Buyer, (c) information rightfully obtained from a third party not under any restriction of disclosure, or (d) information disclosed pursuant to a court order, judicial subpoena or requirement of government authority with reasonable prior written notice to Buyer.

10. **Intellectual Property Infringement Protection:** Seller shall indemnify and hold harmless and protect Buyer, its parent and affiliates including all its directors, officers, employees, successors, assigns, customers and users of the Goods and/or Services from and against any and all claims, liabilities, demands, suits, proceedings, losses, damages whatsoever and all costs and expenses (on a full indemnity basis) for any actual or alleged infringement of any trademarks, patents, registered designs, copyrights or other intellectual property rights by reason of the use, possession or resale of the Goods and/or Services rendered by Seller. For the avoidance of doubt, if any threats, demands or proceedings shall be taken against Buyer, Seller shall, upon written request by Buyer, take over the conduct of any such threats, demands or proceedings.

11. **Insurance, Liability and Indemnity:** Seller shall procure all necessary insurances to insure against any damage, loss and/or injury which may occur to any person or property whatsoever in the performance of the Purchase Order and the Contract. Seller shall defend, indemnify and hold harmless Buyer, its parent and affiliates including all its directors, officers, employees, advisers, agents and contractors against any and all claims, suits, proceedings, losses, damages whatsoever arising from or in relation to the use of the Goods and/or Services regardless of the cause of actions, whether in contract, tort or otherwise commenced or brought by any party including but not limited to: (a) members of the public; (b) persons employed by Seller; (c) any person, being for any lawful purposes, in or about Buyer's premises or worksites; or (d) users of the Goods and/or Services; (d) all plant and machinery whether ashore or afloat for work whether in the custody of Buyer or otherwise; and (e) all tools, equipment and machinery brought into Buyer's premises or worksites for the performance of Seller's scope of work. Notwithstanding any contrary provisions and except to the extent of any Liquidated Damages and/or indemnity provided in the Contract, neither party shall be liable to the other for any special, indirect or consequential damages/losses including but not limited to, loss of earnings, loss of revenue, loss of profits, loss of or interruption to business in connection with or arising out of the Contract.

12. **Buyer's Design, Materials, Articles, Tools, Patterns, Equipment, Etc.:** Any and all designs, tools, materials, articles, patterns, drawings, blueprints and/or any other information or equipment supplied by Buyer to Seller ("Buyer Furnished Items") relating to, or for use in the manufacture of the Goods and/or Services to be rendered are the sole property of Buyer and shall, at Seller's cost and expense, be labelled and readily identifiable as property of Buyer at all times. In addition to assuming risks associated with use or custody of Buyer Furnished Items, Seller shall: (a) compensate Buyer for any Buyer Furnished Items found to be spoiled or damaged in any way by Seller or not otherwise satisfactorily accounted for at the documented cost notified by Buyer, and (b) keep and maintain Buyer Furnished Items in safe and good conditions and, where necessary, ensure adequate protection to prevent any damage or deterioration to the same. Further, in accepting the Purchase Order, Seller expressly agrees that it will not use any Buyer Furnished Items in the production, manufacture or design of any articles or materials for any other buyer, client, purchaser, nor for production or manufacture of a larger quantities than those specified in the Purchase Order unless with the written consent of Buyer. At the written request of Buyer, Seller shall return to Buyer such Buyer Furnished Items or to dispose of the same, as the case may be.

13. **Health, Safety and Environment ("HSE") Rules and Regulations, Etc.:** Where Seller is required to carry out work at Buyer's premises or worksites in connection with the Goods and/or Services, Seller shall at all times strictly observe and comply with: (a) the HSE Rules and Regulations for External Providers adopted by Buyer (a copy of which can be obtained either from Purchasing Department or online at <https://www.bakerengineering.com.sg/standard-terms-conditions/>) including such applicable statutory rules and regulations which can be found online at <https://sso.qgc.gov.sg>; and (b) the Security Rules and Regulations for External Providers (a copy of which can be obtained either from Security Department or online at <https://www.bakerengineering.com.sg/standard-terms-conditions/>). For clarity, a breach by any personnel, employee, worker or subcontractor (of any tiers) from Seller shall be deemed to constitute a breach by Seller.

14. **Amendment and Variation:** Any amendment or additional terms or conditions proposed by Seller or purported to form part of this Contract are hereby excluded unless agreed to and accepted in writing by Buyer. No amendments or variations will be binding on Buyer unless made in writing and signed by an authorised representative of Buyer. Further, Buyer reserves the right to make, from time to time, changes as to packing, testing, destination, specifications, designs, and delivery schedule upon which Seller shall immediately notify Buyer of any adjustment to costs as a result of such changes and an equitable adjustment to the Purchase Price and/or other relevant terms shall be agreed upon as a written variation to the Contract.

15. **Anti-Bribery and Corruption Policy:** Seller represents, warrants and undertakes as follows: (a) Seller, including its directors, officers, employees, agents, advisers acting on behalf of the Seller, shall comply and has in the past been in full compliance with any applicable laws for the prevention of fraud, bribery, corruption, money laundering and terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act 2010, and the Singapore Prevention of Corruption Act 1960 together with such amendments thereto; (b) Seller's books and records are complete, up to date and accurate and are in compliance with applicable laws; (c) Seller has not been the subject of any actual or threatened legal proceedings involving allegations of bribery or corruption; (d) Seller, legally and beneficially, owns and will continue to own any bank accounts into which it directs Buyer to make payments pursuant to this Contract; and (e) Seller shall observe and comply with Buyer's Anti-Bribery & Corruption Policies at all times in relation to bribery, corruption, gifts, and conflicts of interest as they relate to Buyer's relationships with its business partners. Any breach of obligations by Seller under this clause 15 shall constitute a material breach of the Contract.

16. **Human Rights:** Seller warrants that it has investigated its labour practices to ensure that there is no forced labour or slavery used anywhere in Seller's supply chains and that Seller abides by the relevant labour and employment laws.

17. **Assignment:** Seller shall not assign this Contract, nor any monies due or which may become due hereunder, without Buyer's prior written consent and any attempted assignment without such consent shall be deemed void.

18. **No Subcontracting:** Unless otherwise agreed in writing by Buyer, Seller shall not subcontract the supply of any Goods and/or performance of the Services hereunder.

19. **Termination of Contract:** Without prejudice to any of its rights or remedies, Buyer may terminate the Contract or any part thereof: (a) if Seller shall be in breach of or has failed to comply with any of these Terms, the Purchase Order or the Contract; (b) if any Goods delivered and/or Services rendered do not conform in full to the Purchase Order, including any relevant specification, drawings, samples or descriptions and any alteration thereto authorised in writing by Buyer, or are not fit and sufficient for the purpose for which they are intended or are defective; (c) if in the case of Seller being a company, an order is made or a resolution is passed for the winding up of Seller or if a receiver or manager or liquidator is appointed; or (d) if Seller or any assets of Seller, being an individual or a firm, sequestration order is made against Seller or any

member thereof enters into a deed of arrangement with or assignment for the benefit of his creditors. In the event of termination, Buyer shall have no obligations except to pay for such Goods and/or Services which have been accepted by Buyer provided that Buyer may offset against such payment due to Seller in respect of any costs and expenses incurred by Buyer as a consequence of such termination.

20. **Communications:** All notices under the Contract shall be in writing. Notices shall be deemed to have been duly given (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours; (b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; (c) on the third business day following mailing, if mailed by ordinary mail, postage prepaid; or (d) on the fifth business day following mailing, if mailed by airmail, postage prepaid. All notices under this Contract shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

21. **Law:** The Contract shall be governed by and construed in accordance with the laws of Singapore.

22. **Arbitration:** Any dispute, controversy or claim arising out of or in connection with the Contract, including any questions regarding its existence, validity, breach, or otherwise, shall be referred to and finally resolved by arbitration in Singapore at the Singapore International Arbitration Centre ("SIAC") in accordance with the SIAC rules. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of SIAC. The language of arbitration shall be English. The parties shall keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

23. **Severability:** If any provision of the Contract is held to be void, invalid, unenforceable or illegal, all other provisions shall continue in full force and effect. The parties shall negotiate in good faith to amend such void, invalid, unenforceable or illegal provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intent of the original provision.

24. **Survival:** All provisions of the Contract shall survive termination or expiry to the extent necessary to give effect to the intended purpose of such provisions.

25. **Entire Agreement; Conflict:** This Contract constitutes the entire agreement between Buyer and Seller, and supersedes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to the subject matter of the Purchase Order. If there is any conflict between these Terms and the Purchase Order, the latter shall apply and govern.

26. **Exclusion of Third Party Rights:** A person who is not a party to this Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

27. **Supplier Code of Conduct:** Seller acknowledges and undertakes that it will strictly observe and comply with the Supplier Code of Conduct, a copy of which can be obtained online at <https://www.bakerengineering.com.sg/standard-terms-conditions/>.