



TERMS AND CONDITIONS OF PURCHASE

The Purchase Order (PO) is issued by **HSL Ground Engineering Pte Ltd** (hereinafter called “the Buyer”) to the addressee of this PO (hereinafter called “the Vendor”) is subjected to the terms and conditions indicated hereafter.

1. TERMS OF AGREEMENT

The PO, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the “Purchase Order”), constitutes the entire and exclusive agreement between the Buyer and the Vendor (the “Vendor”) identified in the PO. Buyer’s submission of the PO is conditioned on Vendor’s agreement that any terms different from or in addition to the terms of the PO, whether communicated orally or contained in any PO confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the PO, even if Vendor purports to condition its acceptance of the PO on Buyer’s agreement to such different or additional terms. Vendor’s electronic acceptance, acknowledgement of this PO, or commencement of performance constitutes Vendor’s acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the Products or Work described in the PO exists between Vendor and Buyer, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. ORDER CONFIRMATION

2.1 Unless otherwise this PO will be issued by the Buyer in duplicate to the Vendor if the quantum amount exceeds SINGAPORE DOLLARS FIFTY THOUSAND (SGD50,000.00). On returning the duplicated copy duly stamped, dated and signed to the Buyer, the Vendor shall be deemed to have confirmed the order and to have agreed to the terms and conditions stated herein.

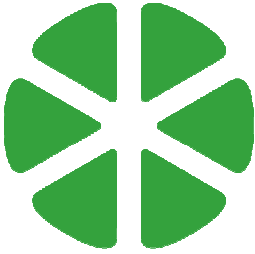
2.2 Neither the Buyer nor the Vendor shall be bound by any variation, waiver of, or additional terms and conditions unless otherwise agreed by both parties in writing and duly signed on their behalf.

2.3 If any agreement or contract is concluded between both parties (hereinafter called “the Agreement”) and so specified on this PO, this PO shall be deemed as an integral part of the Agreement. In case of any discrepancy or contradiction occurring between this PO and the Agreement, this PO shall supersede the Agreement.

3. DOCUMENTATION

The PO No. must be clearly indicated on all correspondences, invoices, delivery orders, packages etc pertaining to the same PO. Any consequences due to the Vendor’s failure to comply with this documentation condition shall be at his sole risk and account.

4. PRICE



4.1 Payment shall be made in the currency and amount expressed in this PO. No., adjustment shall be allowed for fluctuations in exchange rate or for anything else except as may be agreed by the Buyer in writing.

4.2 Unless otherwise specified in this PO, the contract price include, without limitation, all costs, expenses and charges covering all scope of work specified in this PO; overheads and profit; and all other costs and expenses for liabilities set forth, implied or reasonably inferred in and from this PO.

5. DELIVERY

5.1 The Vendor shall deliver the goods or render the services (hereinafter collectively called as “the Goods” under this PO in full and in good condition with the relevant delivery order to the place(s) of delivery on the delivery date(s) stipulated herein.

5.2 At the time of delivery, the Vendor shall contact the Buyer’s warehouse representative in Gul Lane or project representative of the said project site as stipulated in the PO.

5.3 In the case if the Vendor is or is likely to be unable to keep the delivery date(s), the Vendor shall notify the Buyer the reasons thereof and comply with the Buyer’s instruction.

5.4 The Buyer reserves the right to reject the Goods in whole or in part if they are not delivered on the delivery date(s) and to cancel the order accordingly, in which event, the Vendor shall compensate the Buyer in full for all losses directly or indirectly consequent on such late deliveries.

6. QUANTITY & QUALITY

6.1 The Goods supplied under this PO shall conform in every respect to the relevant quotation, specifications and or instructions of the Buyer. No changes in such relevant documents shall be made without the prior written consent of the Buyer.

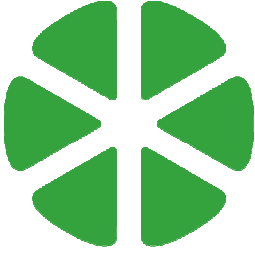
6.2 The Vendor shall make delivery of short-delivered goods immediately upon notification by the Buyer.

6.3 The Vendor shall replace, free of charge, each and every one of the Goods found to be defective, damaged or inferior in either quality or workmanship or found not to comply with the quotation specifications or instructions of the Buyer (hereinafter called the “Defective Goods) immediately upon notification by the Buyer. Otherwise, the Buyer reserves the right to refuse to make payment to the Vendor and to return the Defective Goods at the Vendor’s risk and expense or to receive the Defective Goods at such reduced price as determined by the buyer taking into consideration the quality of such Goods.

7. PAYMENT

7.1 Terms of Payment (appearing as “Terms” in PO)

Standard payment as follows:



Upon delivery and receipt of invoice in the current month, payment will be made within a week after end of the following month.

7.2 Other than the standard payment terms, all others will be specified in PO.

7.3 Payment made by the Buyer to the Vendor shall not relieve the Vendor from responsibility in connection with the Vendor's proper execution of this PO.

8. GUARANTEE

8.1 Unless otherwise stated in this PO, the Buyer guarantees that all Goods supplied shall be fit for the purpose for which they are intended and free from all defects, for a period of TWELVE (12) CALENDER MONTHS from the date of acceptance of the Goods

8.2 If the Goods fail to comply with the above requirements, the Vendor shall repair or replace, as requested by the Buyer, the same free of charge to the satisfaction of the Buyer within a reasonable time of the Buyer's notification.

9. TRANSFER OF TITLE AND RISKS

Unless otherwise specified, title and risk of the Goods shall pass from the Vendor to the Buyer after the acceptance of the Goods.

10. ASSIGNMENTS

The obligations of the Buyer under this PO shall not be assigned or sub-contracted to another party without the Buyer's prior written consent.

11. INFRINGEMENT OF RIGHTS

The Vendor shall be solely liable for any infringement of patents and proprietary interests such as copyrights, trademarks and trade secrets in connection with Goods supplied under this PO and shall indemnify and hold the Buyer harmless from any and all claims and liability arising therefrom or related to.

12. VENDOR'S LIABILITIES

The Vendor shall be liable in all circumstances for all losses or damages to the Buyer, including losses of profit, arising directly or indirectly from the Vendor's failure to comply with the terms and conditions mentioned herein and explicitly notified elsewhere in writing in respect of this PO.

13. CONFIDENTIAL INFORMATION

13.1 If Buyer and Vendor have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the PO, and if the term of the NDA expires before the expiration or termination of the PO, then the term of the NDA shall be automatically extended to match the term of the PO.



13.2 The parties shall treat the terms, conditions, and existence of the PO as Confidential Information as defined in the NDA.

13.3 Supplier shall obtain Buyer's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Buyer.

14. INSURANCE

Vendor will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect the Buyer in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Vendor further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Vendor in the jurisdiction or jurisdictions in which Vendor's operations take place.

15. WAIVER

Any failure by the Buyer at any time to require full performance by the Vendor of Buyer's terms and conditions shall not affect the right of the Buyer to enforce the same.

16. DISPUTE RESOLUTION

Any dispute arising out of Buyer's PO shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC) for the time being in force. The arbitration shall be in the English Language before a single arbitrator appointed by the Chairman of the Singapore International Arbitration Centre.

17. GOVERNING LAW

The PO will be construed in accordance with, and the laws of Singapore, without regard to its conflict of laws rules, will govern all disputes. Supplier irrevocably consents to the personal jurisdiction of the state court in Singapore, and irrevocably waives any claim it may have that any proceedings brought in such court have been brought in an inconvenient forum.

Procurement Contact and Enquiries:

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