

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

In these Conditions:

“CUSTOMER” means the person, firm or company placing an Order for Goods or Services with PAPER CARPENTER;

“Conditions” means the standard terms and conditions of sale set out in this document and include any special conditions agreed in writing between the CUSTOMER and PAPER CARPENTER;

“Contract” means an Order for Goods and/or Services, which, if accepted by PAPER CARPENTER or offered by PAPER CARPENTER and accepted by CUSTOMER will together with these Conditions, form the contract;

“Goods” means the goods, which are the subject of an Order;

“Group of Companies” means the group of companies comprising the CUSTOMER or PAPER CARPENTER (as the case may be) and all companies which are from time to time are their respective subsidiaries, holding company, affiliates, associated companies and/or subsidiaries of such holding company (“subsidiary” and “holding company” shall have the meaning ascribed to them under the Companies Act (Cap 50) of the Republic of Singapore.

“Order” means an order placed by the CUSTOMER to PAPER CARPENTER for the supply of Goods or Services (as amended from time to time in or accordance with these Conditions);

“Price” means the price quoted by PAPER CARPENTER to the CUSTOMER for the Goods and/or Services (as adjusted from time to time in accordance with these Conditions) or the price duly agreed between PAPER CARPENTER and the CUSTOMER as evidenced in writing or orally (where it is agreed orally, the same ought to be confirmed in writing by the party charging the same to the party to be charged);

“Schedule” means any delivery schedule issued in relation to the delivery of Goods and/or Services;

“PAPER CARPENTER” means the company which has provided a quote and/or upon which an Order is placed;

“Services” means the services (if any), which are the subject of an Order;

“Specification” means the specification and any additional drawings or information relating to the Goods and/or Services provided to PAPER CARPENTER in writing before or at the time of PAPER CARPENTER’s quotation/s as varied by any concessions agreed by PAPER CARPENTER and the CUSTOMER in writing from time to time;

2. FORMATION OF CONTRACT

- 2.1 All quotations, offers and tenders are made and all Orders and Schedules are accepted by PAPER CARPENTER subject to these Conditions. Except as otherwise provided in these Conditions, all other terms, conditions or warranties are excluded from any contract between PAPER CARPENTER and the CUSTOMER unless expressly accepted in writing by PAPER CARPENTER. For the avoidance of doubt, any conditions of purchase submitted at any time by the CUSTOMER shall not apply to the Contract and any failure by PAPER CARPENTER to challenge any such conditions of purchase shall not imply acceptance by PAPER CARPENTER.
- If there is a conflict between these Conditions and any other terms in any quotation, offer, tender or acknowledgment of Order form, such other terms shall prevail (to the extent that they are in conflict with the any term or terms contained herein only and no further).
- 2.3 Unless otherwise stated therein, all quotations given by PAPER CARPENTER shall be available for acceptance for a maximum period of 14 days from issue and may be withdrawn by PAPER CARPENTER at any time by written or oral notice prior to such acceptance.
- 2.4 If any statement or representation has been made to the CUSTOMER by PAPER CARPENTER or its officers, employees or agents upon which the CUSTOMER wishes to rely it shall only be entitled to do so if PAPER CARPENTER confirms in writing to the CUSTOMER that the CUSTOMER is entitled to rely on the statement or representation (any such confirmation to be signed by a director of PAPER CARPENTER or such other person duly authorized by PAPER CARPENTER in writing).
- 2.5 Prices are quoted by PAPER CARPENTER on the basis of the exclusions and limitations of liability set forth in these Conditions. If the CUSTOMER wishes PAPER CARPENTER to consider accepting a higher limit of liability, the CUSTOMER shall submit a written request to PAPER CARPENTER and PAPER CARPENTER may then re-quote a revised price taking account of the increased risks accepted by PAPER CARPENTER and any increased insurance premium to be borne by PAPER CARPENTER. PAPER CARPENTER shall not be under any obligation to agree to any expanded risks or any higher limitation of liability that may be requested by the CUSTOMER.
- 2.6 Any Order or Schedule given by the CUSTOMER is not binding on PAPER CARPENTER until accepted in writing or until PAPER CARPENTER makes delivery under that Order or Schedule (whichever occurs first).
- 2.7 Where an Order comprises Goods, The CUSTOMER may from time to time issue Schedules of its anticipated requirements for Goods over a specified period (“Schedule Period”). In respect of the first 90 days to which each Schedule refers (“Fixed Period”), the CUSTOMER shall provide precise information detailing the type and quantity of, and delivery dates for Goods required by the CUSTOMER during that Fixed Period. The Fixed Period of any Schedule shall constitute a binding Order from the CUSTOMER. For the 90 days immediately following the Fixed Period in any Schedule Period, the CUSTOMER shall provide a forecast of its likely requirements for the Goods forming the subject matter of the Order.
- 2.8 The CUSTOMER acknowledges and agrees that PAPER CARPENTER may be making up-front investments and commitments in order to satisfy the CUSTOMER’s anticipated requirements (including any forecasts given by the CUSTOMER for the Schedule Period pursuant to Condition 2.7 above) for Goods and/or Services. In the event that such investments and commitments are made by PAPER CARPENTER and the CUSTOMER fails to purchase the quantities of Goods and/or Services necessary to enable PAPER CARPENTER to recover those investments and commitments, PAPER CARPENTER shall be entitled to claim an amount equal to the unrecovered investments and commitments from the CUSTOMER by submission of an invoice for that amount to the CUSTOMER, provided that PAPER CARPENTER shall at the time of making the investment and entering into the commitments, have notified the CUSTOMER in writing of such investments and commitments and the assumptions against which such investment and commitments are made.

3. PRICE

- 3.1 Unless otherwise agreed in writing, all Prices are quoted net ex-works exclusive of Goods & Services Tax and any other taxes, duties or levies payable in respect of the Goods and/or Services. If PAPER CARPENTER agrees to deliver the Goods otherwise than at its premises, the CUSTOMER shall pay all packaging, transportation and insurance costs and other charges incurred by PAPER CARPENTER in making or arranging such delivery.
- 3.2 Where PAPER CARPENTER delivers or arranges delivery of the Goods, the CUSTOMER shall be liable to PAPER CARPENTER for carriage costs and any demurrage costs incurred by PAPER CARPENTER if vehicles are unduly delayed at the place of delivery.
- 3.3 Notwithstanding Conditions 2.3 and 3.5, PAPER CARPENTER reserves the right to increase the Price at any time by giving the CUSTOMER 14 days written notice in the event of any increases in the cost of labour, materials, overheads or changes in economic batch quantities affecting the cost of supplying the Goods or performing the Services. If reasonably requested by the CUSTOMER, PAPER CARPENTER will provide the CUSTOMER with reasonable evidence of such increased costs (provided that PAPER CARPENTER shall not be obliged to provide information which would result in it breaching any obligations of confidentiality which it owes to third parties including but not limited to its employees, servants, agents, officers or third party contractors or service providers).
- 3.4 Notwithstanding Conditions 2.3 and 3.5, PAPER CARPENTER shall be entitled at any time by giving the CUSTOMER 14 days written notice to make reasonable adjustments to the Price in the event of any alteration in the quantity, quality, design or Specification of the Goods and/or Services requested by the CUSTOMER or any changes in the timescales for delivery of the Goods or performance of the Services requested by the CUSTOMER, or which become necessary as a result of the acts or omissions of the CUSTOMER or its servants or agents.
- 3.5 Without prejudice to Conditions 3.3 and 3.4, in the event that PAPER CARPENTER has agreed with the CUSTOMER that the Price shall remain fixed for a certain period of time (“Fixed Price Period”), PAPER CARPENTER reserves the right at any time upon expiry of the Fixed Price Period to increase the Price. PAPER CARPENTER shall give to the CUSTOMER 14 days written notice of any such increases in Price.

4. PAYMENT

- 4.1 PAPER CARPENTER shall (subject to Condition 4.6) be entitled to submit its invoice upon delivery of the Goods or performance of the Services or at any time afterwards except that where delivery has been postponed at the request of or by the default of the CUSTOMER, PAPER CARPENTER may submit its invoice at any time after the Goods are ready for delivery or the Services have already been performed or would have been ready in the ordinary course but for the CUSTOMER's request or default.
- 4.2 Where Goods are delivered by installments or Services are to be performed in installments PAPER CARPENTER may invoice each installment separately and the CUSTOMER shall pay such invoices in accordance with these Conditions.
- 4.3 Subject to Condition 4.6, all invoices shall be due and payable in full 7 days from the date of any such invoice. The currency of payment shall be that stated in the invoice.
- 4.4 The CUSTOMER shall not be entitled to make any withholdings or deductions from amounts due to PAPER CARPENTER or exercise any rights of set-off or counter-claim howsoever arising. In the event that the CUSTOMER disputes any amounts due under an invoice, the CUSTOMER shall be entitled to withhold payment of the specific amount in dispute only provided that the CUSTOMER has notified PAPER CARPENTER in writing within 7 days of the date of PAPER CARPENTER's invoice and such notification sets out in detail the nature of the CUSTOMER's dispute. PAPER CARPENTER will then investigate the dispute and the CUSTOMER and PAPER CARPENTER will work together to seek to resolve the dispute promptly. In the event that the CUSTOMER seeks to withhold payment of amounts, which are not notified to PAPER CARPENTER in accordance with this Condition, PAPER CARPENTER reserves the right to exercise its rights under Condition 4.5 below.
- 4.5 If the CUSTOMER fails to make any payments by the due date, PAPER CARPENTER shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:
 - 4.5.1 to suspend any or all further deliveries and suspend any further production or works or the performance of the Services (including suspending any procurement activities related to the Goods or Services) under the Contract and under any other contract or contracts in existence between PAPER CARPENTER and the CUSTOMER without notice;
 - 4.5.2 to charge interest on any amount outstanding at the rate of 3% per month, such interest being charged as a separate, continuing obligation not merging with any judgment together with any recovery of legal costs and disbursements incurred by PAPER CARPENTER. For the avoidance of any doubt, all legal costs shall be on a full indemnity basis.
 - 4.5.3 to serve notice on the CUSTOMER requiring immediate payment for all Goods and Services supplied by PAPER CARPENTER under this and all other contracts with the CUSTOMER whether or not payment is otherwise due;
 - 4.5.4 to institute legal process for the recovery of all outstanding amounts (regardless of whether title in the Goods has passed to the CUSTOMER).
 - 4.5.5 PAPER CARPENTER shall at all times have a general and specific lien over all or any goods, machinery or property provided by CUSTOMER to PAPER CARPENTER until and unless all or any monies due and owing to PAPER CARPENTER from CUSTOMER are fully settled including all interests and costs (including legal costs)
- 4.6 For supplies to a CUSTOMER outside of the jurisdiction in which PAPER CARPENTER is incorporated, PAPER CARPENTER shall be entitled to require that CUSTOMER pre-pays before commencement of the services and/or delivery of the goods and/or require CUSTOMER to provide security for payment of monies due or that may be due to PAPER CARPENTER prior to the date of delivery of Goods or commencement of performance of Services.

5. DELIVERY

- 5.1 Delivery of the Goods shall be made by release of the Goods to the CUSTOMER or the CUSTOMER's servants or agents at PAPER CARPENTER's premises regardless of whether PAPER CARPENTER has specifically agreed in writing to arrange transport for the Goods.
- 5.2 PAPER CARPENTER will seek to achieve any agreed times for delivery of Goods and performance of Services but all such delivery and performance times are not guaranteed. The CUSTOMER shall have no right to damages or to cancel the Contract for any failure to meet any delivery or performance time stated nor shall the CUSTOMER be entitled to make, or to purport to make, time for delivery or performance of the essence of the contract.
- 5.3 The date for delivery of Goods and performance of Services shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the CUSTOMER and in the event of the CUSTOMER delaying in providing any such information, instructions and approvals, the time for delivery shall be extended accordingly.
- 5.4 PAPER CARPENTER may deliver Goods and perform Services in installments in which case each installment (or each delivery under a Schedule) shall be treated as a separate Contract governed by these Conditions. No delay in the delivery of any installment of Goods (or any delivery under a Schedule) or any defect therein nor any delay in performance of Services shall entitle the CUSTOMER to terminate the remaining parts of the Contract/s.
- 5.5 PAPER CARPENTER will endeavor to comply with any reasonable requests by the CUSTOMER for postponement of delivery of the Goods or performance of the Services but shall be under no obligation to do so. Where delivery of Goods or performance of Services is postponed, otherwise than due to default by PAPER CARPENTER, then without prejudice to all other rights and remedies available to PAPER CARPENTER, the CUSTOMER shall pay all costs and expenses incurred by PAPER CARPENTER as a result of any such delays.
- 5.6 PAPER CARPENTER shall not be obliged to give notice to the CUSTOMER to enable the CUSTOMER to insure the Goods during transit. Release of the Goods at PAPER CARPENTER's premises shall constitute delivery to the CUSTOMER and PAPER CARPENTER shall not be required to make any contract with the carrier on behalf of the CUSTOMER. PAPER CARPENTER shall not be responsible for any loss or damage to the Goods in the course of transit.
- 5.7 PAPER CARPENTER shall not be liable for any non-delivery of Goods or shortages in deliveries of Goods (howsoever caused) unless written notice is given by the CUSTOMER to PAPER CARPENTER and, where applicable, the carrier within 7 days of the date when the Goods would, in the ordinary course of events, have been received.
- 5.8 Any liability of PAPER CARPENTER for any shortages in delivery or any non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note in respect of the non-delivered Goods or the shortfall in the delivery of the Goods.
- 5.9 The CUSTOMER shall be responsible for obtaining all export and import licenses (including payment of any duties) for the Goods and shall be responsible for any delays due to such licenses not being available when required.

6 RISKS AND TITLE

- 6.1 Risk shall pass to the CUSTOMER (so that the CUSTOMER is responsible for all loss, damage or deterioration of the Goods) at the time when the Goods are released at the premises of PAPER CARPENTER or would have been, had the CUSTOMER (or its carrier) collected the Goods on the date when PAPER CARPENTER has notified CUSTOMER to collect the goods.
- 6.2 Title to the Goods shall only pass to the CUSTOMER if the CUSTOMER has paid to PAPER CARPENTER all sums (including any default interest and storage or legal costs) due from it to PAPER CARPENTER (a) under all Contracts between PAPER CARPENTER and the CUSTOMER (including any sums due under contracts made after the Contract) whether or not the same are immediately payable and (b) under all contracts between the PAPER CARPENTER and any company within the same Group of Companies as the CUSTOMER.
- 6.3 PAPER CARPENTER may recover Goods in respect of which title has not passed to the CUSTOMER at any time and the CUSTOMER irrevocably licenses PAPER CARPENTER, its officers, employees and agents to enter upon any premises of the CUSTOMER, with or without vehicles, for the purpose either of satisfying itself that Condition 6.4 below is being complied with by the CUSTOMER or of recovering any Goods in respect of which title has not passed to the CUSTOMER.
- 6.4 Until title to the Goods has passed to the CUSTOMER under these Conditions, the CUSTOMER shall possess the Goods as fiduciary agent and bailee of PAPER CARPENTER. The CUSTOMER shall store the Goods separately from other Goods and shall ensure that they are clearly identifiable as belonging to PAPER CARPENTER. Nothing in this Condition 6 shall be construed as preventing the CUSTOMER from dealing with the Goods in the ordinary course of its business.

7. CANCELLATION

- 7.1 PAPER CARPENTER shall not be obliged to accept any cancellation of Orders by the CUSTOMER. If PAPER CARPENTER exercises its discretion to accept any such cancellation, it will only do so on the condition that all costs and expenses incurred by PAPER CARPENTER up to the time of cancellation and all loss of profits and other loss or damage suffered by PAPER CARPENTER by reason of such cancellation will be paid immediately by the CUSTOMER to PAPER CARPENTER.
- 7.2 Goods returned to PAPER CARPENTER without PAPER CARPENTER's prior written consent will not be accepted for credit and/or set off or towards diminution of any sums due and owing from the CUSTOMER to PAPER CARPENTER.

8. VARIATIONS

- 8.1 No variations to the Goods or Services required by the CUSTOMER shall be binding on PAPER CARPENTER unless agreed by PAPER CARPENTER and the CUSTOMER in writing, including, as part of such agreement, any change to the Price arising in consequence of the variation to the Goods or Services. If PAPER CARPENTER and the CUSTOMER are unable to agree the consequential change in the Price, the Price shall be varied by reference to the extra costs incurred by PAPER CARPENTER in making the variation plus an appropriate profit margin.
- 8.2 If PAPER CARPENTER agrees to any such variation, any dates quoted for delivery of Goods or performance of the Services shall be extended accordingly.
- 8.3 PAPER CARPENTER reserves the right to deliver under or over the quantity of Goods ordered by up to 5% and the CUSTOMER shall pay for the quantity actually delivered.

9. SPECIFICATIONS, INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 The CUSTOMER shall be solely responsible for ensuring that the Specification and all drawings, information, advice and recommendations given to PAPER CARPENTER, either directly or indirectly by the CUSTOMER, are accurate, correct and suitable for the Goods or Services (as the case may be). Examination or consideration by PAPER CARPENTER of the Specification and any such drawings, information, advice or recommendations shall not limit the CUSTOMER'S responsibility.
- 9.2 The Specification and all intellectual property rights therein shall vest in the providing party. For the avoidance of doubt, all know-how and intellectual property in the manufacturing processes, the sourcing of any materials or services including where such materials and/or manufacturing process, modifications to customers machinery or goods or fabrications of component parts contained therein or services are sourced for, supplied shall belong to PAPER CARPENTER and shall remain PAPER CARPENTER'S sole and exclusive property.
- 9.3 Any illustrations, performance details, examples of installations and methods of assembly and all other data (including data in machine readable format) provided by PAPER CARPENTER is provided for general guidance only. No such information or data shall form part of the Contract and PAPER CARPENTER shall have no liability whatsoever for any such information and data provided to the CUSTOMER.
- 9.4 All drawings, documents, confidential records, computer software and other information supplied by or on behalf of PAPER CARPENTER are supplied on the express understanding that all intellectual property rights (including, but not limited to, copyright) is reserved to PAPER CARPENTER (or the third party) and that the CUSTOMER shall not, without the prior written consent of PAPER CARPENTER, use, disclose, give away, loan or sell any drawings, documents, records, software or other information or extracts from them or copies of them or use them in any way except in connection with the Goods in respect of which they are issued. All such drawings, documents, confidential records, computer software and other information (and all copies of the same) shall be immediately returned to PAPER CARPENTER upon termination of the Contract.
- 9.5 If any allegation is made against PAPER CARPENTER to the effect that the supply of the Goods or the performance of any Services or any drawings, designs or Specifications supplied by the CUSTOMER infringes the intellectual property rights of any third party or PAPER CARPENTER has reason to believe that any such allegation is likely to be made, the CUSTOMER shall indemnify PAPER CARPENTER and keep PAPER CARPENTER fully and effectively indemnified from and against all claims, liabilities, damages, losses, costs and expenses suffered or incurred by PAPER CARPENTER as a result of any such claim or allegation or as a condition precedent for PAPER CARPENTER continuing to perform its obligations to the CUSTOMER.

10 QUALITY AND LIABILITY

- 10.1 PAPER CARPENTER warrants that where it has provided a warranty for goods supplied or for services rendered, that for the duration of any such warranty given ("Warranty Period"), the Goods will:
- 10.1.1 be free from defects as a result of faulty workmanship;
- 10.1.2 comply, in all material respects, with the Specification where practical.
- 10.2 PAPER CARPENTER warrants that the Services will:
- 10.2.1 be performed with reasonable skill and care;
- 10.2.2 be performed in all material respects in accordance with the Specification.
- 10.3 PAPER CARPENTER shall not be liable for a breach of the warranties in Conditions 10.1 and 10.2 unless:
- 10.3.1 the CUSTOMER gives written notice of the defect in the Goods or failure in the Services to PAPER CARPENTER (and in the case of Goods, if the defect is as a result of damage in transit, to the carrier), within 3 days of:
- the date of delivery of the Goods or performance of the Services (where the defect would be apparent to the CUSTOMER upon a reasonable inspection); or
 - the date when the CUSTOMER knew or ought reasonably to have known of the defect in the Goods or failure in the Services (where the defect or failure would not be apparent to the CUSTOMER upon a reasonable inspection); and
 - PAPER CARPENTER is given a reasonable opportunity after receiving the notice to examine such Goods or Services and the CUSTOMER (if asked to do so by PAPER CARPENTER) returns such Goods to PAPER CARPENTER for the examination to take place.
- 10.3.1 PAPER CARPENTER shall subject to the other terms and conditions contained herein as they relate to any warranty entertain any claim whatsoever in respect of any such warranty (express or implied) later than 6 months from the date of delivery of the goods or completion of the services.
- 10.4 PAPER CARPENTER shall not be liable for a breach of the warranty in Condition 10.1 if:
- 10.4.1 the defect in Goods or failure in Services arises because the CUSTOMER failed to follow PAPER CARPENTER'S oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or Services or (if there are none) good trade practice; or
- 10.4.2 the CUSTOMER alters or repairs such Goods or Services without the prior written consent of PAPER CARPENTER; or
- 10.4.3 the defect in the Goods or the failure in the Services arises from any design defect in any drawing, design, materials or Specification or any defects in material supplied or approved by the CUSTOMER or the defect in the Goods or the failure in the Services arises from any incompatibility of the Specification with the manufacturing processes or materials used by PAPER CARPENTER.
- 10.5 If the CUSTOMER makes a valid claim against PAPER CARPENTER based on a defect in the quality of the Goods or failure in the Services, PAPER CARPENTER shall, at its option, repair or replace such Goods (or the defective part) or, in the case of Services, make good the Services or refund the Price of the Goods or Services in question.
- 10.6 If PAPER CARPENTER complies with Condition 10.5 it shall have no further liability for a breach of the warranty in Conditions 10.1 and 10.2 in respect of the quality of the Goods or Services.
- 10.7 Any Goods replaced will belong to PAPER CARPENTER and any repaired or replacement Goods will be warranted on these Conditions for the unexpired portion of the Warranty Period.
- 10.8 The obligations stated above represent PAPER CARPENTER'S quality commitments. Any terms which may otherwise be implied by any statute in Singapore or the common law as to description, quality or fitness for purpose of the Goods or Services are hereby excluded to the fullest extent permitted by law.
- 10.9 PAPER CARPENTER does not exclude liability arising under any legislation in force in respect of the Sale of Goods & provision of services insofar as they relate to any liability for death or personal injury caused by its gross negligence or for fraudulent misrepresentation.
- 10.10 Notwithstanding any other provision of these Conditions but without prejudice to Condition 10.9, PAPER CARPENTER shall not have any liability whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise for any:
- 10.10.1 loss of profit;
- 10.10.2 loss of anticipated savings;
- 10.10.3 loss of business;
- 10.10.4 loss or damage to goodwill;
- 10.10.5 increased production costs;
- 10.10.6 any costs or work related to the removal of defective Goods or Services and the installation of repaired or replacement Goods or performance of replacement Services;
- 10.10.7 any indirect, special or consequential losses or damages.

10.10.8 where the goods delivered to CUSTOMER by PAPER CARPENTER are subsequently exported out of Singapore

- 10.11 Without prejudice to Conditions 10.9 and 10.10, PAPER CARPENTER's maximum total liability to the CUSTOMER, whether in respect of one claim or a series of related claims and whether arising in contract, tort (including but not limited to negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the Price paid for the Goods or Services (as the case may be) giving rise to the claim. Notwithstanding the foregoing, PAPER CARPENTER's total aggregate liability to the CUSTOMER in any 12 month period for all Contracts entered into between the CUSTOMER and the PAPER CARPENTER shall not exceed the lower of (i) an amount equal to 5% of the Price paid for all Goods and Services supplied to the CUSTOMER by PAPER CARPENTER in that 12 month period; or (ii) Singapore Dollars Thirty Thousand (S\$30,000) or the equivalent thereof in any applicable foreign currency.

11. TERMINATION

- 11.1 PAPER CARPENTER shall (without prejudice to any rights or remedies available to PAPER CARPENTER) be entitled to terminate a Contract without liability if:
- 11.1.1 if the CUSTOMER or any member of the CUSTOMER's Group of Companies becomes bankrupt or shall be deemed to be unable to pay under the provisions of any law applicable at the place of incorporation of the CUSTOMER where the CUSTOMER is a limited liability corporation and for all other BUYERS the deeming provisions shall be the applicable laws of Singapore or shall enter into an arrangement with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration, judicial administration or liquidation of the CUSTOMER or any member of the CUSTOMER's Group of Companies (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of the CUSTOMER's assets or undertaking or the assets or undertaking of any member of the CUSTOMER's Group of Companies, or if anything analogous to the foregoing occurs under the laws of any jurisdiction or if PAPER CARPENTER reasonably anticipates that any of the foregoing events are likely to occur;
- 11.1.2 if the CUSTOMER commits or allows to be committed any breach of the Contract.
- In the event of termination (howsoever arising) all amounts owing to PAPER CARPENTER shall become immediately due and payable including, for the avoidance of doubt, the Price for all Goods and Services supplied and all unrecovered investments and commitments notified to the CUSTOMER pursuant to Condition 2.8 hereof.

12. EXCUSABLE DELAYS

PAPER CARPENTER shall be under no liability for any failure to perform any of its obligations under the Contract if the failure is caused by the occurrence of any events outside of its reasonable control including, but not limited to, any act of God, acts of terrorism, governmental restriction, condition or control or by reason of any act or omission of PAPER CARPENTER's suppliers and sub-contractors or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery and without prejudice to the generality of the foregoing where the continued retention by ARRAY of the number of its foreign workforce is curtailed or completely halted by the competent labour authority in Singapore.

13. FREE ISSUE MATERIALS AND TOOLING

- 13.1 PAPER CARPENTER does not accept responsibility for the safe-keeping and condition of the CUSTOMER's samples, drawings, tools and the like whilst they are in PAPER CARPENTER's possession (or in the possession of PAPER CARPENTER's sub contractors) whatever the circumstances may be in which they are lost, broken or damaged and the CUSTOMER should make its own arrangements to insure these items.
- 13.2 Where materials or tooling are supplied by the CUSTOMER to PAPER CARPENTER, such materials and tooling shall remain at the risk of the CUSTOMER at all times and PAPER CARPENTER shall not be liable for the loss of, or damage to, any material during fabrication by PAPER CARPENTER or any materials or tooling whilst being used by PAPER CARPENTER or whilst stored on the premises of PAPER CARPENTER or whilst in transit to or from the BUYERS premises by PAPER CARPENTER. For the purposes of this Condition "PAPER CARPENTER" includes any sub-contractor engaged by PAPER CARPENTER.
- 13.3 Where materials or tooling are supplied by, or on behalf of, the CUSTOMER to PAPER CARPENTER, all such materials and tooling supplied will be of satisfactory quality and all tooling that is or will be supplied by the CUSTOMER shall be in a good state of repair and good working order so as to enable Goods to be fabricated, serviced and/or repaired/overhauled and/or manufactured by PAPER CARPENTER and/or Services to be performed by PAPER CARPENTER in accordance with the Specification. The CUSTOMER shall indemnify PAPER CARPENTER and keep PAPER CARPENTER fully and effectively indemnified in respect of all losses, damages, injuries, claims, liabilities, costs and expenses arising directly or indirectly from any breach of this Condition 13.3.
- 13.4 An allowance for material lost as process or surplus scrap is (where applicable) included in the Price and no such losses shall be the subject of any claim by the CUSTOMER.

14. ATTENDANCE ON SITE

- 14.1 The CUSTOMER shall only be entitled to attend PAPER CARPENTER's premises if the CUSTOMER gives to PAPER CARPENTER reasonable notice and all information reasonably requested by PAPER CARPENTER regarding the purpose of the CUSTOMER's attendance and PAPER CARPENTER gives its prior written consent to such attendance on its site. The CUSTOMER shall comply with all site rules and regulations and health and safety policies and procedures applicable to such premises whilst attending such premises. The CUSTOMER shall indemnify PAPER CARPENTER and keep PAPER CARPENTER fully and effectively indemnified in respect of all claims made or proceedings taken against PAPER CARPENTER (and all associated costs and expenses incurred by PAPER CARPENTER) by any person, firm or company, including employees of PAPER CARPENTER, or of the CUSTOMER or of any contractor of the CUSTOMER (or their personal representatives), whether in respect of death, personal injury or damage to property arising directly or indirectly from the attendance at such premises.
- 14.2 Any information disclosed by PAPER CARPENTER to the CUSTOMER during any such site visits shall be subject to the confidentiality obligations set out at Condition 15.4.

15. GENERAL

- 15.1 The CUSTOMER shall not be entitled to assign the benefit or burden of any Contract without the prior written consent of PAPER CARPENTER.
- 15.2 If any provision of these Conditions shall be held invalid or unenforceable in whole or in part, the unaffected provisions however shall remain in full force and effect.
- 15.3 No waiver of or delay or failure by PAPER CARPENTER to exercise any rights or remedies shall prejudice any future or further exercise thereof.
- 15.4 The CUSTOMER shall keep as confidential all information disclosed to it by or on behalf of PAPER CARPENTER, which could reasonably be considered as confidential. This shall include, but not be limited to, all information disclosed by PAPER CARPENTER, which relates to manufacturing processes and know-how, sourcing information (both materials and suppliers of services) and all information relating to PAPER CARPENTER's business, which is not in the public domain. The CUSTOMER shall not use any information so provided other than to enable it to perform its obligations under the Contract. All such information (and all copies thereof) shall be immediately returned to PAPER CARPENTER upon termination of the Contract.
- 15.5 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Third Party Rights) Act of Singapore to enforce any Contract.
- 15.6 All notices to be served by the CUSTOMER on the PAPER CARPENTER shall only be valid if addressed to the Managing Director of PAPER CARPENTER.
- 15.7 The CUSTOMER shall not be entitled to hold itself as an agent or representative of PAPER CARPENTER nor shall the CUSTOMER be entitled, in any way, to bind PAPER CARPENTER without the prior written consent of PAPER CARPENTER (any such consent to be signed by a director of PAPER CARPENTER).
- All Contracts shall be governed by the laws of the Republic of Singapore and the Courts of the Republic of Singapore shall have exclusive jurisdiction to deal with any disputes between the CUSTOMER and PAPER CARPENTER. Notwithstanding the generality of the foregoing PAPER CARPENTER shall nevertheless be at liberty to commence proceedings against the CUSTOMER or the property of the CUSTOMER anywhere in the world where such property is situated or where the CUSTOMER is incorporated or carries on business.

Effective 30 August 2017

Agreement Documents: Unless this Purchase Order ("PO") is issued under a written procurement agreement between the buyer company issuing this PO ("Buyer") and Supplier, this PO and any attachments are the sole and exclusive agreement of Buyer and Supplier for the products and services in this PO ("Products"). If this PO is issued under a written procurement agreement, the provisions of that agreement will control. Supplier's acknowledgement of the PO or its commencement of performance shall constitute to acceptance of all of the terms and conditions hereof. No other document, including Supplier's proposal, quotation, or acknowledgement form, will be part of this agreement, unless Buyer has specifically referenced the document in this PO. Supplier's general terms and conditions will not be applicable even if they are part of such document or reference is made to them in such document. Upon Buyer's request, Supplier will invoice Buyer electronically.

Price; Taxes: The prices stated in the PO shall apply throughout the performance of this contract. If a price is not stated in this PO or a procurement agreement, the price will be Supplier's lowest prevailing market price. Unless otherwise stated in this PO, Supplier is responsible for and will pay all sales, use, and similar taxes.

Payment Terms; Terms of payment are 60 days after receipt of Supplier's valid invoice or after receipt of the Products, whichever is later. Buyer shall have no obligation to pay any invoice issued more than 90 days after delivery of all of the Products stated in the PO.

Acceptance/Rejection of Products: Payment will not be deemed acceptance of Products and such Products will be subject to inspection and rejection. Buyer may reject Products that do not comply with Buyer's acceptance criteria or applicable specifications or instructions. Acceptance of any part of the PO shall not bind Buyer to accept future shipments of non-conforming Products, nor deprive it of the right to return non-conforming Products. At Buyer's option, it may cancel the PO for rejected Products, obtain a refund, or require Supplier to repair or replace such Products or re-perform such services without charge and in a timely manner. Supplier shall be liable for all costs incurred by Buyer to return rejected Products.

Delivery: Time is of the essence with respect to Supplier's delivery of Products. If Supplier fails to deliver on time, Buyer may cancel the PO and purchase replacements elsewhere and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

Packages; Shipping: Supplier will comply with the packaging, labeling and export requirements of Buyer. Buyer will comply with the transportation routing guidelines in this PO and shall not use premium transportation unless specifically authorized by Buyer. If not otherwise specified, all Products shall be shipped to Buyer DDP (Incoterms 2000). For products that will be imported into any other country, Supplier will comply with all import laws and administrative requirements, including the payment of all associated duties, taxes and fees.

Termination: This PO may be terminated by Buyer at any time with or without cause. If Buyer terminates without cause, Buyer will pay Supplier for Supplier's actual and reasonable expenses for work that has been satisfactorily completed as of the date of termination, but in no event will such payment exceed the agreed upon prices.

Warranties: Supplier represents and warrants that: (i) all services furnished by Supplier will be performed in a diligent, efficient and skillful manner and at the highest levels of performance of Supplier's industry; (ii) the Products will conform to the warranties, specifications and requirements in this PO and will be fit for their intended use; (iii) the Products will be new, of good quality, and free from defects in design, material and workmanship for the longer of the time period specified in this PO and Supplier's standard warranty term (if neither specifies, then for one year); (iv) the Products are safe for use consistent with and will comply with the warranties, specifications and requirements of this PO; (v) all Products and deliverables provided by Supplier and their use by Buyer do not and will not give rise to any infringement or misappropriation of any privacy, publicity, patent, copyright, trade secret, trademark, or other intellectual property right of any third party; (vi) it will comply with applicable laws and regulations in supplying the Products, including without limitation all import, export, anti-corruption (including the U.S. Foreign Corrupt Practices Act), environmental and data privacy laws and regulations; and (vii) any Product or data sent to Buyer shall (a) contain no hidden files; (b) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (c) contain no key, node lock, time-out, scrambling device, or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data (d) not contain harmful code. All warranties shall run to Buyer, its customers and the users of the Products.

Intellectual property: Supplier grants Buyer all rights and licenses necessary for Buyer (including Buyer's

PO Terms v.6

parent, subsidiaries, and other related legal entities), to use, transfer, pass-through, and sell the Products and to exercise the rights granted under this PO. In addition, Buyer will be the exclusive owner of all deliverables created by Supplier in connection with or during the performance of services provided pursuant to a PO, any works based on or derived from such deliverables ("Derivatives"), and any ideas, concepts, inventions or techniques that Supplier may conceive or first reduce to practice in connection with developing the Deliverables ("Deliverable Concepts") (the deliverables, Derivatives, and Deliverable Concepts are collectively referred to as, "Buyer Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). All copyrightable Buyer Materials shall be prepared by Supplier as a "work made for hire" for Buyer, and Buyer shall be considered the author of the Buyer Materials for purposes of copyright. To the extent that the Buyer does not acquire ownership of such copyrights as a work made for hire, and with respect to all other rights, Supplier hereby assigns and agrees to assign upon creation to Buyer all right, title and interest in and to the Buyer Materials and all Intellectual Property Rights therein. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit moral," may be inalienable, Supplier agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to Buyer and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the Buyer Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At Buyer's request, Supplier will obtain the execution of any instrument, including from any employee or contractor, that may be appropriate to assign these rights under this paragraph to Buyer or perfect these rights in Buyer's name. Supplier agrees that any copyrightable material prepared for Buyer shall carry on the face thereof in legible form a copyright notice identifying Buyer and the year of publication.

Notification of debarment/suspension: By acceptance of this PO either in writing or by performance, Supplier certifies that as of the date of award of this PO neither Supplier, nor any of Supplier's employees or principals performing any services in connection with the PO, is debarred, suspended, or proposed for debarment by the U. S. Food and Drug Administration ("FDA") or any agency of the U.S. Federal Government or any foreign and applicable equivalent of the FDA ("Applicable Governmental Authority"). Further, Supplier shall provide immediate written notice to Buyer in the event that during the performance of this PO Supplier or any of Supplier's employees or principals is debarred, suspended, or proposed for debarment, or is subject to investigation which could lead to debarment, by the FDA or an Applicable Governmental Authority.

Audit (if applicable): If Supplier is providing clinical services (e.g. drug storage, shipment, destruction) in connection with a clinical study or trial (a "Clinical Trial"), Supplier agrees that Buyer and the sponsor of the Clinical Trial shall have the right, with reasonable notice, to audit Supplier including, but not limited to, examining (and make copies of, as applicable) relevant information, materials, data, records, files, facilities and equipment related to the Products. In addition, Supplier shall promptly notify Buyer in the event Supplier is audited by any regulatory or governmental agency in connection with the Products or the Clinical Trial and shall provide Buyer with copies of all correspondence with such agency. Supplier agrees to promptly take any reasonable steps that are requested by Buyer or a Sponsor as a result of an audit and to cure any deficiencies in the Products revealed by such audit.

Anti-Corruption: Supplier represents that none of its employees, agents, officers or other members of its management are officials, officers, agents, representatives of any government or political party or international organization where they may be in positions of official government authority able to use that position to improperly help Buyer or its clients obtain or maintain business or obtain a business advantage. Supplier agrees that it shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to the compensation Supplier derives from this PO (hereinafter collectively referred to as a "Payment"), to government or political party officials, officials of international organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively referred to as "Officials") where such Payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act. In addition regardless of legality, Supplier shall make no Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this PO or any other aspect of Buyer's or its client's business. Supplier shall report any violation of this paragraph promptly to Buyer and agrees to respond to any Buyer inquiries about any potential violations and make appropriate records available to Buyer or its clients upon request. At any time upon the request of Buyer, Supplier agrees to certify in writing its ongoing compliance with the obligations contained in this paragraph. Supplier shall comply with the PAREXEL Anti-Bribery Guidelines set forth at <http://www.parexel.com/parexel-international-corporation-anti-bribery-guidelines> at all times during the term of this Agreement.

Effective 30 August 2017

Data Protection: Supplier will comply with all applicable national and international laws, regulations and guidelines relating to protection of the personal information, including, to the extent applicable, the European Commission Directive 95/46 (the "Directive") as it relates to the protection of the personal information of European Union subjects. In the event that Supplier its agents, subcontractors or employees are permitted access to personal data held by Buyer for any reason or are supplied with or otherwise provided personal data by for any purpose, Supplier, its agents, subcontractors or employees shall: (i) use and/or hold such personal data only for the purposes and in the manner directed by Buyer and shall not otherwise disclose, modify, amend or alter the contents of such personal data unless specifically authorized in writing by Buyer and shall take all such steps as may be necessary to safeguard such personal data from loss or disclosure; (ii) comply in all respects with the Directive, if applicable, as well as local applicable law and shall not do or permit anything to be done which might jeopardize or contravene the terms of the other party's notification under the Directive or local applicable law; (iii) notify Buyer immediately if Supplier becomes aware of any violation of this section, (iv) immediately cease to use and return to Buyer or at Buyer's option, destroy any personal data of Buyer, and (v) indemnify Buyer against all liability, damages, costs, claims and expense which it may incur by reason of any default under this clause or any breach of the Directive (if applicable) or local applicable law caused, directly or indirectly, by Supplier, its employees, agents or subcontractors. In the event Supplier discloses any personal data to Buyer hereunder, Supplier hereby represents and warrants that it has the right to disclose such data to Buyer and Buyer shall have the right to use such data in connection with its use of the Products as reasonably required.

Indemnification: Supplier agrees to defend, hold harmless, and indemnify Buyer from any claim, demand, loss, expense, including without limitation reasonable attorney's fees and document production costs, damage, or liability whatsoever, even in advance of judgment, that arises from (i) any claim that a Product or deliverable infringes any intellectual property right of any third party, (ii) the failure of Supplier to comply with its warranties and obligations under this PO, (iii) the negligence or willful misconduct of Supplier, (iv) any defect in any Product of Supplier, and/or (v) any violation of applicable law, rule or regulation by Supplier. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under this PO; (ii) modify the Product so it is non-infringing and in compliance with this PO; (iii) replace the Product with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing Product and refund any amount paid. Buyer may return non-conforming Products to Supplier at Supplier's expense.

Limitation of Liability: To the maximum extent permitted by applicable law in no event will Buyer be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

Insurance: Unless expressly waived in the PO, Supplier shall maintain the following the following insurance coverages as applicable: (i) Workers Compensation or Employer Liability as required by law, (ii) Comprehensive General Liability in the amount of \$1 million or greater (or equivalent in local currency), and (iii) if the Supplier is providing professional or clinical services, \$1 million of Professional Liability (or equivalent in local currency). Supplier shall furnish Buyer will certificates of insurance upon request.

Assignment: Supplier will not assign its rights nor subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.

Exchange of information: All exchanges of information between the parties pursuant to this PO will be considered non confidential, unless the parties have entered into a separate written confidentiality agreement, provided that, notwithstanding the lack of a written confidentiality agreement, all information provided to Supplier by Buyer in connection with a Clinical Trial shall be treated as confidential by Supplier and shall not be disclosed to any third party without Buyer's prior written consent. For any Personal Data relating to Supplier's employees or other legal entities that Supplier provides to Buyer, Supplier will obtain the informed agreement of such employees and other legal entities to release the information to Buyer and to allow Buyer to use, disclose, and transmit such information in connection with this PO.

Applicable laws: This PO is governed by the laws of the country where the Buyer is located, except: (i) in Australia, this PO will be governed by the laws of the State or Territory in which the transaction occurs; (ii) in the United Kingdom, this PO will be governed by the laws of England; (iii) in the countries of the European Union (excluding the United Kingdom), Ukraine, Belarus, Russia, and Norway, this PO will be governed by the laws of Germany; (iv) in South America, this PO will be governed by the laws of Argentina, and (v) in the United States (including if any part of the transaction occurs within the United States), and the People's Republic of China, the laws of the Commonwealth of Massachusetts applicable to contracts executed in and performed entirely within that State govern this PO.

Supplier also agrees to conduct the business contemplated herein in a manner which is in compliance with all applicable laws, regulations and ordinances relating to employee/work force rights and treatment.

PO Terms v.6

Effective 30 August 2017

Dispute Resolution: All disputes arising out of or in connection with this PO or the subject matter hereof will be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") before a single arbitrator knowledgeable in the subject matter of the dispute and appointed in accordance with the Rules. The arbitration shall be held in the city of the Buyer issuing the PO and all proceedings shall be in English. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party. The arbitrator shall have no authority to award any punitive damages or other damages excluded by this PO.

Equal Opportunity Employer: Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

General: Any reproduction of this PO by reliable means will be considered an original of this PO. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If any term or provision of this PO is declared invalid, illegal or unenforceable, the invalidity, illegality or unenforceability thereof will not affect the remaining terms or provisions of the PO.

Supplier shall ensure that the provision of Products (services and/or goods) is performed in a manner that gives regard to the protection of the natural environment. Supplier agrees to comply with any and all applicable environmental laws, regulations and ordinances, applicable to the provision of Products (services and/or goods), and will comply with all applicable environmentally-related legislation, codes and practices.

Buyer promotes the use of small, disadvantaged and minority owned businesses whenever possible. As such, Supplier agrees to use and support the use of, small, disadvantaged and minority owned businesses in Supplier's provision of Products in the United States, to the extent feasible.