

**General Purchasing Terms and Conditions of TÜV Rheinland Singapore
Pte. Ltd. (UEN No. 198904701H) (“TRS”)**

1. General / Scope of Validity

- 1.1 The following terms and conditions apply exclusively to all purchases, products, and/or services – hereafter referred to collectively as “Services” to be provided and/or sold to TRS by the company (the “**Company**”) engaged by TRS to perform the same pursuant hereto.
- 1.2 These General Purchasing Terms and Conditions [together with the individual order(s) from TRS (each an “**Order**”)] as amended, supplemented and/or varied from time to time in accordance herewith (these General Purchasing Terms and Conditions and an Order to be collectively referred to as “**the Agreement**” or “**this Agreement**”) shall embody all the terms and conditions in relation to the Services as agreed upon between TRS and the Company and supersedes and cancels all previous agreements between TRS and the Company in relation to the matters dealt with herein, whether such be written or oral, and represents the entire understanding between TRS and the Company relating to the Services.
- 1.3 In the event of any ambiguity, inconsistency or conflict arising between the Agreement and any terms and conditions separately issued by the Company in relation to the Services, the terms and conditions of the Agreement shall prevail as between TRS and the Company.
- 1.4 In the event of any ambiguity, inconsistency or conflict arising between these General Purchasing Terms and Conditions and an Order, the terms and conditions of an Order shall prevail as between TRS and the Company.

2. Scope of the Services

- 2.1 The scope of the Services shall be determined in accordance with [the Order(s)] i.
- 2.2 Pursuant to the Agreement, TRS engages the Company as its non-exclusive provider of the Services and the Company shall be responsible for the supervision, monitoring and inspection of the performance of services, as well as for organizational integration so as to avoid any interruptions with the operating processes of TRS and/or TRS’ clients (as the case may be).
- 2.3 The Company confirms that it has received all information necessary for it to provide the Services, taking into account the nature and scope of the service to be provided by TRS to the third party engaging TRS as a main contractor [pursuant to the agreement between TRS and such third party (the “**Third Party Agreement**”)]. The Company warrants and undertakes that it shall at all times observe, comply with and procure compliance by its partners, directors, officers, employees, agents and/or subcontractors (as the case may be) with the Third Party Agreement.
- 2.4 The Agreement shall not operate to create any employment, joint venture, partnership or principal and agent relationship between TRS and the Company. For the avoidance of doubt, the Company is acting as an independent contractor hereunder, and shall have absolutely no authority to enter into any contract or engagement on TRS’s behalf, to make any commitment, warranty or representation on TRS’s behalf, to incur any expense or liability on account of TRS and/or to bind TRS in any way.

3. Delivery of goods, packaging and Transportation (where applicable)

- 3.1 The delivery of any goods pursuant to the Services will take place DDP (in accordance with [Incoterms 2000]) to the address stated in TRS's order (the "**Prescribed Address**").
- 3.2 The goods are to be properly packed and identified and must reach the Prescribed Address by the most suitable means of transportation possible in a defect-free state.
- 3.3 Subject to Clause 5.3, the Company will be liable for and bear the entire risk of all loss and damage of all goods until the goods are duly delivered to the Prescribed Address in accordance with Clause 3.1, [and have been duly inspected and accepted in accordance with this Agreement]. For the avoidance of doubt, the Company will be responsible for any delay, loss or damage to any goods from whatever cause, while in transit and/or in storage prior to the acceptance of the goods or (where any defect is subsequently discovered after acceptance) after the discovery of such defects (as the case may be).
- 3.4 TRS will be entitled to reject and return [any defective goods] to the Company.
- 3.5 The returning of the [defective goods] will take place at the sole expense and risk of the Company.

4. Service period and delay (where applicable)

- 4.1 The Services shall be provided by the Company at the agreed time or within the agreed time frame.
- 4.2 If the Company does not adhere to the deadlines in accordance with the Agreement, the Company shall be liable to pay TRS an amount equivalent to 0.25% of the aggregate value of each Order for each day of the delay. This amount shall be due immediately without any further demand from TRS and without prejudice to any other rights and remedies that TRS may have, including the right to require the performance of the Agreement or compensation from the Company. This amount may be offset against any claims by the Company for compensation from TRS.
- 4.3 As soon as the Company becomes aware that the deadline for the service cannot be met at all or will be delayed or that the Services cannot be performed in accordance with the Agreement or that the Company is otherwise unable to, or the Company may not be able to, perform any of its obligations in accordance with the Agreement, the Company must inform TRS immediately in writing, stating the reasons for this. Without prejudice to any other rights and remedies that TRS may have as a result of this breach of the Agreement, TRS and the Company will mutually agree on whether and how the situation that has occurred can be resolved to the satisfaction of TRS.
- 4.4 As regards any time, date or period fixed, time shall be of the essence. Agreed service times or service periods are binding.
- 4.5 Notwithstanding the above, the Company will inform TRS in writing of the precise actual commencement date (the "**Commencement Date**") of the Services no later than 3 business days before the performance of the Services. The information must include the order number.
- 4.6 TRS will be entitled to postpone the Commencement Date by up to 2 business days from the date TRS receives such notification of the Commencement Date from the Company, provided TRS informs the Company in writing no later than 1 business day from the date TRS receives such notification. For the avoidance of doubt, TRS shall not be liable to pay any additional amounts pursuant to any such delay in the Commencement Date for any reason whatsoever.
- 4.7 If, regardless of the reasons, TRS asks for the time of performance of the service to be postponed, the Company must store the goods or materials to be delivered in properly

packaged condition, and insure them, and identify clearly that they are intended for TRS, at no cost to TRS.

4.8 The name of the relevant contact person at TRS (the “Requester”) and the TRS order number must be stated on a label attached to the exterior of the packaging of any goods delivered by the Company to TRS. In addition the Company shall state the following information (if known) on a label attached to the exterior of the packaging of such goods:

- Brief description of the product
- Number of items per box or package
- Barcode of the number of items per box or package (EAN128)
- Serial number of the product
- Barcode of the serial number (EAN128)
- Weight of the box or package
- Country of origin
- Delivery or production date
- Name and address of the supplier
- All information required under national or international Law

5. Inspection for defects in delivered Goods

5.1 TRS will inspect the goods after delivery for obvious or easily discernible defects.

5.2 If TRS determines that there is a defect, TRS will notify the Company of this within ten (10) business days:

- (a) of delivery, if a defect of this kind is obvious or easily discernible at the time of delivery; or
- (b) immediately after it is discovered, if the error or defect is only discovered later, e.g. when unpacking, when installing, or at the time when the product is used for the first time,
as the case may be.

5.3 If a notification is made about the goods in accordance with clause 5.2(b), the risk for the defective products will be transferred back to the Company when it receives the notification.

5.4 Upon the first request by TRS, the Company shall grant TRS access to the premises where the goods are being produced or stored. The Company shall provide TRS with support as necessary during this inspection and to provide the necessary documentation and information at its own expense.

6. Transfer of ownership

Subject to Clause 5.3, ownership and risk with regard to the delivered goods will be transferred to TRS when the delivery is performed in accordance with clause 3.1 and after the goods have been duly inspected and accepted in accordance with this Agreement.

7. Amendment procedure

7.1 If TRS would like to make an amendment to the Services (each an “**Amendment**”), it must send a written amendment order (“**Amendment Order**”) to the Company. The Company will then submit a calculation of the price deviations caused by the Amendment(s) together with any suggestions for modification of the Amendment Order. TRS may decide at its own discretion whether the suggested Amendment(s) should be

made. The Amendment(s) will be performed only after written notification from TRS to the Company agreeing to the price deviations and any modifications to the Amendment Order proposed by the Company, and the Agreement shall be deemed to have been amended, varied and/or supplemented pursuant thereto. If TRS does not agree to such price deviations and modifications, TRS shall inform the Company of the same and the Company will continue to perform the Services as originally agreed upon such notification by TRS.

7.2 The Company may not make any amendments to the Services without a prior written approval from TRS.

8. [Retention of title to materials provided by TRS]

8.1 All materials, parts, containers and special packaging provided by TRS will remain the property of TRS. Processing or alteration by the Company will be performed on behalf of TRS. If goods subject to retention of title by TRS are processed with other items not belonging to TRS, TRS will acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the processing.

8.2 If goods subject to retention of title by TRS are indivisibly mixed with other items not belonging to TRS, TRS will acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the mixing. If the mixture takes place in such a manner that the Company's items is to be viewed as the main item, it is agreed that the Company will transfer proportional joint ownership to TRS; the Company will store the sole or joint property on behalf of TRS.

9. Cooperation

9.1 The parties hereto will cooperate in good faith and will inform each other immediately of deviations from the agreed procedure or if there are doubts relating to whether the manner of proceeding is correct.

9.2 If the Company becomes aware that it is unable to comply with any of its obligations hereunder, or that any statement, representation or warranty made by the Company pursuant hereto or in any certificate, statement, document or notice delivered or made pursuant hereto or otherwise furnished to TRS in connection herewith is found to be incorrect in any respect or if repeated at any time with reference to the facts and circumstances subsisting at such time would not be true and accurate in any respect , it must inform TRS of this and the consequences discernible to it immediately.

9.3 The contractual parties hereto will each name a Requester for each other for purposes of correspondence in connection with the performance of the Agreement.

9.4 The parties must inform each other immediately of any change in their respective Requester's name. Until a notification of this kind is received, the Requester named previously and/or the Requester's representative will be entitled to submit and receive declarations within its previous power of representation.

9.5 The parties hereto will agree to hold meetings at regular intervals on the progress and any hindrances in the performance of the Agreement, in order to be able to intervene in directing the performance of the Agreement.

9.6 TRS and the Company agree that the use of brands, company symbols or other symbols relating to the respective other contractual party is not permitted.

10. Payment and invoicing

10.1 The agreed amount of payment can be found in each Order from TRS .

- 10.2 The payment in accordance with clause 10.1 will include all additional costs, expenses and outlay by the Company, unless otherwise agreed to by parties in writing.
- 10.3 If parties have agreed for the reimbursement for travel and additional costs in accordance herewith, reimbursement will only be made provided copies of detailed individual accounts setting out such costs are submitted to TRS together with the relevant invoice issued in accordance herewith.
- 10.4 Invoicing must take place within 90 days upon the due acceptance of the Services in accordance herewith.
- 10.5 The Services performed are to be documented by attaching proof of performance.
- 10.6 Unless otherwise agreed to by the parties, the payment will be made within sixty (60) calendar days of receipt by TRS of the invoice issued in accordance with clause 10.9.
- 10.7 The payment will be made by bank transfer or by other means at the sole discretion of TRS.
- 10.8 The invoice must meet the legal requirements of the consumer tax as well as state the Order number and the Requester at TRS.
- 10.9 TRS will have a right to offset amounts due to the Company for the Services against any monies payable to TRS hereunder.

11. Warranties and additional Remedies

- 11.1 The Company warrants that delivered goods will meet all requirements pursuant to the Agreement, the contractual agreements and specifications, as well as comply with any Third Party Agreement and/or purpose stated by TRS.
- 11.2 This warranty will remain in place for the warranty period of [●] commencing from [the acceptance date as determined in accordance with the Agreement].
- 11.3 The Company warrants that the goods meet all legal requirements and regulations in Singapore (including the Sale of Goods Act (Chapter 393) of Singapore and the Supply of Goods Act (Chapter 394) of Singapore), as well as meet all the safety, quality and environmental requirements that are the standard in the industry at the time the delivery is made. For the avoidance of doubt, the Company shall be solely responsible and liable for all obligations that may be owed by the Company and/or TRS in relation to the goods and/or services under the Sale of Goods Act (Chapter 393) of Singapore, the Supply of Goods Act (Chapter 394) of Singapore and/or any other applicable laws, rules and/or regulations under any relevant jurisdiction pertaining to the sale and/or supply of goods (collectively, the “**Relevant Laws**”), as well as all obligations in relation to any term (express and/or implied) of any sale or supply of goods contract (including any Third Party Agreement) (collectively, the “**Contracts**”) relating to *inter alia*, the title, description, quality (including the state, condition, fitness, appearance, finish, freedom from defects, safety and durability) of the goods and shall repair or replace all goods that are in breach of any such aforesaid terms in accordance with all Relevant Laws, Contracts and/or the Agreement.
- 11.4 The Company warrants that Services will be performed on time, competently and professionally in accordance with the Agreement and will satisfy the strictest standards of the industry in question that are applicable at the time of the Service.
- 11.5 The Company is aware that the timely performance of Services at a high level of quality is of decisive importance to TRS.
- 11.7 The Company warrants that upon request it will support TRS with regard to all of

TRS's requirements in connection with the internal auditing of TRS and in order to adhere to any applicable national or international laws without limitation and at no additional cost to TRS.

11.8 If the Company delivers goods for which replacement parts and/or [consumable items] could be needed, the Company guarantees that it is in a position to supply replacement parts and [consumable items] for the goods for a period of at least 7 years commencing from the acceptance date as determined in accordance with the Agreement.

11.9 The Company hereby represents, warrants and undertakes to TRS, and it is a condition hereunder that:

- (a) the Company has the full legal right and power to enter into the transactions hereunder, to perform fully all the obligations hereunder, and has taken all action necessary to authorise such delivery and the performance of all such obligations;
- (b) the Agreement constitutes legal, valid, and binding obligations of the Company and each is enforceable against the Company in accordance with its terms;
- (c) the delivery and performance of the Agreement by the Company and the consummation of the contemplated transactions pursuant thereto will not require the approval or consent of any governmental or regulatory body or the approval or consent of any other person, or conflict with or result in any breach or violation of any of the terms and conditions of, or constitute a default under, any applicable law, articles, constitution or any contract to which the Company is a party or by or to which the Company is bound or subject;
- (d) the Company (i) is not aware of any petition or other process for the winding up, liquidation or insolvency in any jurisdiction having been presented or threatened against the Company; (ii) is not aware of any circumstances that may give any person the right to apply for the winding up or liquidation of the Company; and (iii) has no intention to apply for any form of winding up or liquidation; and
- (e) no litigation, arbitration, claim, action or other proceeding of or before any court, tribunal or agency which, if adversely determined, could have a material adverse effect on the Company has been commenced or threatened.

11.10 TRS and/or any of its respective directors and/or officers (as the case may be) will be entitled to be indemnified by the Company from and against all losses, liabilities, claims, demands, proceedings, costs, expenses and/or penalties on a full indemnity basis (together with such legal and other professional fees and costs) which may be suffered by TRS and/or any of its directors and/or officers (as the case may be) as a result of or in connection with any breach of the warranties, representations, obligations and/or covenants of the Company pursuant to this Clause 11 and/or incurred by TRS in enforcing its rights in respect of or in connection with any such breach.

12. Intellectual property rights

12.1 All [service results/materials] in connection with the Company's activity pursuant to the Agreement, including any further developments and improvements of the processes and methods developed by TRS will be the exclusive property of [TRS].

12.2 [If service results are capable of being protected, the Company grants TRS a non-exclusive, transferable, free, irrevocable, worldwide right of use with no time limitation.

12.3 Company is not entitled to claim compensation for the right of use. These have already been settled by the payment agreed for the service.]

12.4 The Company warrants that all goods that it delivers are its own original

developments or have been legally acquired and that its services do not breach any industrial property rights, any intellectual property rights whatsoever or any other third party rights.

12.5 The Company will indemnify and hold TRS harmless on a full indemnity basis against all losses, liabilities, claims, demands, proceedings, costs, expenses and/or penalties (together with such legal and other professional fees and costs) which may be suffered by TRS as a result of or in connection with any breach of intellectual property rights, including trademark, patent, and copyrights, and will also compensate TRS for any damages that it incurs in the form of damages or expenses (e.g. the costs of legal proceedings).

12.6 If a claim is made in accordance with clause 12.5 or TRS is justified in assuming that a claim may be made in the future, the Company must ensure at its own expense either that TRS obtains the rights to continue to use and exploit the Services performed or (subject to TRS' prior approval in writing) replace or modify the Services in such a way that there is no longer a breach in place.

13. Performance of Services

13.1 For Services performed by the Company on site on TRS's premises or (virtually) from another location via the TRS IT network for TRS or its customers, the following additional terms and conditions will apply:

13.2 During the performance of the Services, the employees, contractors, or advisors ("Staff") of the Company must meet the requirements of TRS, and if there are no requirements of this kind in place, must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance of the Services, TRS will have the right to require the removal of such Staff in its sole discretion. Consequently, the Company will be obliged to ensure that replacement Staff sufficiently qualified for the performance of the Services are found immediately.

13.3 The Company must provide all materials and equipment at the Company's sole cost, including tools, as are required for performance of the Agreement.

13.4 TRS will be entitled to perform an inspection of the materials and equipment used by the Company for the performance of the Agreement and to determine the identity of all Staff employed and/or otherwise engaged by the Company in the fulfillment of the Agreement. The Company warrants that all Staff are in a position to identify themselves at any time with identification papers.

13.5 If, when inspecting the materials and equipment used by the Company for the performance of the Agreement, TRS justifiably rejects these either in part or in full in its sole discretion, the Company will be obliged to replace the rejected materials and equipment immediately at the Company's sole cost.

13.6 If Services are performed on TRS's premises or on the premises of TRS's customers, the Company must familiarize itself in advance with the situation on site where Services are to be performed if this may have an influence on the performance of the Services. The Company will be responsible for any costs that are incurred in relation to the performance of the Services save as otherwise agreed to in advance by TRS in writing.

13.7 TRS will be entitled to equip the Staff of the Company with the necessary identification required for access for the time it will spend on TRS's premises or its customer's premises in accordance with the relevant internal regulations that are applicable from time to time.

- 13.8 The Company must ensure that its presence and the presence of its Staff on TRS's premises or TRS's customer's premises do not interrupt the working processes of TRS and/or of any third parties.
- 13.9 The Company and its Staff must familiarize themselves with the content of the relevant regulations and policies applicable from time to time in relation to *inter alia*, TRS's premises or those of TRS's customer.
This will also include among other things the regulations and policies on IT security, general conduct, general safety, health, and the environment. The Company shall ensure that its Staff adhere to the regulations and policies listed under clause 13.9.
- 13.10 The Company shall ensure that the Staff of the Company and of subcontractors working on behalf of the Company (with the approval of TRS) sign individual adherence declarations if so requested by TRS.
- 13.11 The Company will be solely responsible for the compensation of its Staff, as well as for the payment of taxes, social security or Central Provident Fund contributions and VAT connected with the employment to the responsible authorities. The Company will indemnify TRS at all times on a full indemnity basis with regard to receivables of this kind on the part of third parties as a result of unpaid or insufficient payment of wages, taxes, or other contributions by the Company.
- 13.12 The Company will ensure that its Staff have valid work and residence permits, as well as all other necessary permits or licenses when they are working on the premises of TRS or its customers. The Company will indemnify TRS and/or any of its directors and/or officers (as the case may be) from and against all losses, liabilities, claims, demands, proceedings, costs, expenses and/or penalties on a full indemnity basis (together with such legal and other professional fees and costs) which may be suffered by TRS and/or any of its directors and/or officers (as the case may be) as a result of or in connection with any breach of the Company's obligations pursuant to this Clause 13.

14. Storage and return of Documentation

- 14.1 The Company will be obliged to store all business and operational documentation with which it is provided pursuant hereto properly and in particular to ensure that such documentation cannot be viewed by third parties. Throughout the term of the contractual relationship, the documentation (including all originals, copies, reproductions and summaries) made available must be returned to TRS upon request.
- 14.2 The Company shall not (and shall ensure that each Staff shall not) at any time, either during the continuance of or after the termination of the Agreement make and/or copy any such business and operational documentation in any retrievable form nor use any such information for any reason whatsoever save as for the purposes of this Agreement.

15. Acceptance of Services

- 15.1 Depending on the type of Services to be performed, TRS will decide in its sole discretion, whether the Services performed by the Company are in accordance with the Agreement.
- 15.2 TRS must inspect the goods delivered by the Company with the assistance of the Company (performance of tests and demonstrations, etc.)
- 15.3 The fulfillment of the service features must be decided in accordance with determined acceptance criteria (acceptance test).
- 15.4 A signed record is to be created upon acceptance, which will confirm the compliance of the agreed Services. A list of the defects determined during the inspection will be

attached. Any defects that remain after acceptance will be corrected under the guarantee in accordance with a schedule to be drawn up together by both parties.

15.5 TRS will accept the Services under only after the transfer and/or a successful acceptance test. Any acceptance before the final correction of defects will be at the sole discretion of TRS in case of defects that are not insignificant.

15.6 If the Company does not manage to provide proof of the agreed service features by the final deadline or within any grace period allowed by TRS in its sole discretion, TRS may terminate this Agreement in accordance with Clause 20.2.

15.7 Where there is fraud by the Company or the Company's agent or of any person through whom he claims or his agent, or a right of action is concealed by the fraud of any such person as aforesaid, claims may be made within a period of 6 years from the time TRS discovers the fraud or could with reasonable diligence have discovered it.

16. Subcontractors

The awarding of subcontracts to third parties (subcontractors) by the Company is not permitted unless expressly agreed otherwise by TRS.

17. Liability

17.1 The Company will be liable in accordance with all applicable legal regulations concerned.

17.2 The Company shall indemnify TRS and/or any of its respective directors and/or officers (as the case may be) from and against all losses, liabilities, claims, demands, proceedings, costs, expenses and/or penalties on a full indemnity basis (together with such legal and other professional fees and costs) which may be suffered by TRS and/or any of its directors and/or officers (as the case may be) as a result of or in connection with any breach of any of the obligations and/or covenants of the Company under this Agreement (including pursuant to this Clause 17), and/or incurred by TRS in enforcing its rights in respect of or in connection with any such breach.

17.3 The Company must insure itself appropriately against the liability mentioned in this clause and is obliged to allow TRS to view the insurance policy where so requested by TRS. Claims to compensation for damages by TRS are not limited to the sum insured in each case.

18. Confidentiality

18.1 "Confidential information" includes these General Purchasing Terms and Conditions, any Order, any Third Party Agreement, any information concerning TRS, any information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TRS to the Company in relation to this Agreement which under the circumstances surrounding disclosure, ought to be treated as confidential. This also includes copies of this information in paper and/or electronic form.

18.2 All confidential information that is disclosed or otherwise made available in accordance with this Agreement by TRS to the Company:

- a) May only be used by the Company for the fulfillment of its contractual obligations to TRS, unless otherwise agreed to in writing by TRS,
- b) May not be disclosed, distributed, published or passed on to third parties in any other way by the Company,
- c) Must be treated in a confidential manner by the Company, in the same way that the

Company also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.

- 18.3 The Company will only make the confidential information disclosed to it by TRS accessible to the employees who require it for the performance of services as part of the agreed performance of services for TRS. The Company will ensure that these employees enter into an agreement to maintain confidentiality to the same extent as that determined herein.
- 18.4 The obligation listed in clause 18.2 will not apply to any confidential information if the Company is able to prove that:
- a) The information was already generally known at the time of publication or became known to the general public without any breach of this Agreement, or
 - b) The Company received the information from a third party, who was entitled to pass on the information to the Company, or
 - c) the information was already in the possession of the Company before it was disclosed by TRS, or
 - d) The Company developed the information independently irrespective of disclosure by TRS.
- 18.5 All confidential information of TRS remains the property of TRS.
- 18.6 The Company hereby agrees that it will, at any time upon request by TRS after the end of this Agreement immediately (i) return all confidential information, including all copies to TRS or (ii) at TRS's request, destroy the confidential information, including all copies of it, and confirm this destruction to TRS in writing.
- 18.7 This confidentiality obligation will continue to apply after the expiry or termination of this Agreement for whatever reason.
- 18.8 The Company will (and will ensure that each of its Staff will) keep strictly secret the confidential information, will not make the confidential information available, disclose and/or reveal any confidential information to any third party, will not use and/or exploit the confidential information nor attempt any of the foregoing for the Company's (and/or any of the Staff's) own benefit and/or for the benefit of any other person, firm, corporation, partnership or business or in any manner which may injure or cause loss either directly or indirectly to TRS or which may be likely to do so save as otherwise provided herein.
- 18.9 This Agreement will not result in any express or implied assignment or granting of authorizations or rights to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks or their utilization by TRS to the Company.
- 18.10 The Company acknowledges that monetary damages would not be a sufficient remedy for such a breach or circumvention and that without prejudice to any rights and remedies TRS may have, TRS shall be entitled to injunctive or equitable relief for any actual or threatened breach or circumvention of this Clause 18.

19. Data protection

The Company must adhere to all relevant data protection laws and regulations valid at the time of delivery including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore, irrespective of the area that the delivery is made from and to.

20. Right to termination

- 20.1 TRS will have the right to terminate the Agreement by giving at least [●] days' prior notice in writing.

20.2 TRS may terminate the Agreement with immediate effect if:

- (a) the Company fails to observe or perform any of its obligations in relation to the Agreement or under any undertaking or arrangement entered into in connection hereunder;
- (b) any representation, warranty or statement which is made (or acknowledged to have been made) by the Company hereunder or which is contained in any certificate, statement, or notice provided under or in connection with the Agreement proves to be incorrect in any material respect, or if repeated at any time with reference to the facts and circumstances subsisting at such time would not be true and accurate in all material respects;
- (c) the Company becomes insolvent or is unable to pay its debts;
- (d) the Company goes into liquidation;
- (e) the Company enters into any composition or arrangement with its creditors;
- (f) the Company shall have a receiver appointed over the whole or any material part of its assets or cease or threaten to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation;
- (g) the Company transfers or disposes of the whole or substantially the whole of its assets or undertaking (other than in the course of a reconstruction or amalgamation with the consent of TRS); or
- (h) the Company has dissolution or winding-up proceedings commenced against it, unless such petition or proceedings are stayed or discharged within sixty (60) days or disputed in good faith and by appropriate proceedings.

20.3 Termination must take place in writing in order to be effective.

21. Environment

21.1 The Company must meet in full the environmental regulations in accordance with European law and all other applicable laws in all relevant jurisdictions, including, but not limited to EU Directive 2002/95/EC "Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment ("RoHS Directive") and/ or "The marking for presence of the specific chemical substances for electronic equipment".

21.2 The Company will fully support TRS in the environmental management inspections that it performs on a regular basis or in other environmental purchasing standards of which it will be periodically informed by TRS. In particular, the Company will provide TRS with certain environmentally relevant information on the products purchased from it upon request on a quarterly basis required by TRS as part of ISO certifications.

21.3 Upon request by TRS, the Company will send information relating to packaging data, disposal of old equipment and RoHS will be sent to TRS in a timely manner in accordance with the legal stipulations.

21.4 The Company must compensate TRS for all damages and expenses (including costs for legal proceedings) losses, liabilities, claims, demands, proceedings, costs, expenses and/or penalties on a full indemnity basis (together with such legal and other professional fees and costs) which may be suffered by TRS (including claims by third parties) relating to a breach of the RoHS Directive and/or other applicable environmental regulations by the Company.

21.5 In case of environmental accidents or environmental pollution caused directly or indirectly by the Company, the Company must immediately inform TRS of this and take appropriate measures for dealing with an accident of this kind or pollution of this kind,

and will also do its best to prevent another similar accident or similar pollution as well as compensate TRS in accordance with Clause 21.4.

22. Compliance

22.1 TÜV Rheinland AG is a member of UN Global Compact and will adhere to the principles laid down in this. TRS expects without limitations from the Company that it will also comply with and adhere to these principles of the UN Global Compact (for further information, see www.unglobalcompact.org).

22.2 [The Company will adhere to all valid laws and regulations in Singapore and all other applicable jurisdictions].

22.3 In doing so, the Company will adhere to the highest known standards, including the applicable specifications for manufacture, pricing, sale, and distribution.

22.4 The Company will adhere to all applicable environmental laws, regulations, and guidelines. Where possible, environmentally friendly products or fair trade products will be offered and treated as equal to products with conventional pricing.

22.5 The Company will refrain from:

- (a) Offering or granting money, gifts, trips, or other benefits to employees, brokers, representatives and contractors of TRS or third parties who have a business relationship with TRS,
- (b) Participating in actions of any kind, which results in the expending of Company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;
- (c) Offering TRS employees or their families monetary or other benefits,
- (d) Transferring or using monies from illegal and immoral business transactions or in order to conceal their original source (money laundering) or using money whose origin it is not able to document or whose sources are in doubt.

22.6 Making false, misleading or manipulative statements in connection with tendering and contract award procedures, as well as in the performance of services, is a criminal offence that TRS will be entitled to report immediately to the authorities.

22.7 [The Company herewith declares and guarantees TRS, that its representatives, directors or the factual managers as well as the Company itself are not (by definition of "crime group members and related groups" as in the "Act on Prevention of Unjust Acts by Organized Crime Group Members") associated to any organized crime groups and have not been in the past either. They do not utilize organized crime groups and do not defame or tarnish TRS or impede TRS's business or make undue claims and neither are its main sponsors or its managers organized crime group members].

23. Force majeure

If the operations of TRS and/ or that of TRS' client who is a party to a Third Party Agreement are affected as a result of any strike, lockout, short time work, system failures, or other cases of force majeure beyond any party's reasonable control, TRS may (a) fully or partially suspend delivery and/or performance of the services hereunder without incurring additional costs for TRS; or (b) terminate the Agreement so affected with immediate effect by written notice to the Company without being liable for any loss or damage suffered by the Company as a result thereof.

24. Applicable law, arbitration and place of performance

24. The Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the parties submit to the [non-exclusive jurisdiction of the Courts of Singapore].

24.2 UN Convention on Contracts for the International Sale of Goods will not apply.

25. Miscellaneous

25.1 Additions and alterations to the Agreement including this stipulation must be made in written form in order to be effective.

25.2 If at any time any one or more of the provisions hereof is determined to be or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction to which this Agreement is subject, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction, shall in any way be affected or impaired thereby. Each party hereto shall, in any such event, execute such additional documents as the other party may reasonably request in order to give valid, legal and enforceable effect to any provision which is determined to be invalid, illegal or unenforceable.

25.3 No failure on the part of TRS to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedies.

25.4 Save as otherwise provided for herein, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

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