

**1. Definitions**

- 1.1 In these Conditions the following words have the following meanings:  
 "Client" means as advised by the Purchaser;  
 "Goods" means the goods, materials and/or plant specified in the Order;  
 "Order" means the Order placed by the Purchaser with the Seller for the Goods, which shall incorporate these Conditions of Purchase;  
 "Purchaser" means Altrad (Cape East Pte Ltd/Hertel Singapore Pte Ltd/ Kok Chang Scaffolding Pte Ltd) and/or its affiliates and/or its duly authorised servants and/or agents;  
 "Seller" means the person, company or organisation to whom the Order is addressed.

**2. Applicable Conditions**

- 2.1 The Order contains the entire agreement between the Purchaser and the Seller for the Goods. All other understandings, agreements, warranties, conditions, terms and/or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.  
 2.2 Where the Purchaser is obliged to accept conditions imposed by the Client such conditions will, where applicable, become binding on the Seller who is deemed to have seen such conditions and has agreed to be bound by the same.  
 2.3 If the Order shall contain any special conditions in addition to these Conditions, the former shall prevail over the latter in the case of any ambiguity or discrepancy.  
 2.4 Seller's acceptance of the Order either through acknowledgment of the Order or delivery of Goods shall be deemed to be unqualified acceptance by the Seller of these Conditions, whichever is earlier.  
 2.5 To comply with the following documents annexed in Schedule 1: Altrad Fitness for Work Policy, Altrad Anti-Bribery & Corruption Policy, Altrad Business Integrity & Ethics Code, Altrad Conflict of Interest Policy, Altrad Expectation of our Suppliers, Altrad Gift & Entertainment Policy, Altrad Whistleblowing Policy, Altrad Modern Slavery and Human Trafficking Policy and Altrad Sanctions & Export Controls Policy.

**3. Quality of Goods**

- 3.1 All Goods shall upon delivery be new, of the best quality, materials and workmanship, free from defects, fit for any purpose that may be indicated or reasonably implied, conform fully with the Order and all relevant laws, bylaws, regulations, orders, directions, standards, specifications, codes of practice or requirements of any statutory, public, local or other competent authority applicable and incidental to the Goods, be in accordance with best practice and pass such inspections and tests as may be required by the Purchaser.  
 3.2 The Seller accepts that the Purchaser is relying on the Seller's skill and judgement in relation to the Goods.

**4. Delivery**

- 4.1 Any time or date stated in the Order for delivery of the Goods shall be of the essence. Except as otherwise agreed, Goods shall be delivered as stated in the Order, or if no details are stated in the Order, at such place and time as the Purchaser shall nominate. If the Seller fails to meet any stated or nominated delivery dates, the Purchaser may require the Seller to deliver the Goods as soon as practicable but may in the Purchaser's absolute discretion exercise its rights under Condition 16.  
 4.2 The Seller shall arrange for carriage of Goods to the place of delivery, the carrier being deemed an agent of the Seller. The Seller shall be responsible for the immediate replacement of all Goods lost or damaged in transit.  
 4.3 Delivery of Goods shall only be deemed to occur once the Seller obtains an authorised signature of the Purchaser on a valid delivery note that quotes the Purchaser's Order number and details of the Goods delivered, notwithstanding that any such signature shall not be evidence that the Goods so delivered comply with Condition 3 or are of the correct quantity.  
 4.4 If, for any reason, the Purchaser is unable to take delivery of the Goods on or after any date stated or nominated the Seller shall, at its expense, store or arrange for the storage of the Goods for a reasonable time and shall safeguard the Goods and take all reasonable steps to prevent their deterioration until their delivery is affected.

**5. Packing**

- 5.1 All Goods shall be carefully packed and protected as necessary for transit according to destination and in accordance with any special requirements stated in the Order. All packaging is non-returnable unless agreed otherwise.  
 5.2 The Purchaser may at its sole discretion reject Goods which are not correctly packaged or in respect of which the delivery note does not include the requested information.

**6. Inspection**

- 6.1 The Purchaser shall have the right to inspect Goods at any time and to require such certificates and tests at the Seller's cost as may be reasonably necessary to prove the origins or performance of the Goods, provided always that such inspections, tests and/or approvals shall not relieve the Seller of its obligations under the Order.

**7. Risk in and Title of Goods**

- 7.1 Risk of damage to or loss of Goods shall pass to the Purchaser at the point of delivery as defined in Condition 4.  
 7.2 Unless otherwise agreed and without prejudice to any right of rejection which may accrue to the Purchaser, title to Goods shall pass to the Purchaser on the earlier of payment for or delivery of the Goods. The Seller shall have no right to claim or retake possession of the Goods once title passes to the Purchaser.  
 7.3 The Seller warrants that the title given to the Purchaser for the Goods is free of any charge, encumbrance and/or defect whatsoever.

**8. Price**

- 8.1 The price for the Goods shall be as stated in the Order. The price shall be fixed, not subject to fluctuation and inclusive of all value added and other applicable taxes, packaging, freight and carriage, standing time, off-loading, insurance and any other relevant delivery charges.

**9. Payment**

- 9.1 The Purchaser will pay for the Goods within 90 days (or other such period as may be agreed in writing by the Purchaser) of receipt from the Seller of a valid invoice or after delivery in accordance with Condition 4, whichever occurs later. Invoices must be rendered in duplicate to the Purchaser's office issuing the Order, the top copy of which must be valid for the purpose of applicable goods and services taxes in Singapore. Invoices must state clearly whether they are for full or part order and include full details of the Goods delivered. Reference to the Purchaser's Order number and Seller's delivery note must be shown clearly on all invoices.  
 9.2 Where a retention held by the Client applies to the Goods a like retention shall be deducted from payments to the Seller and held by the Purchaser. Any retention monies so held shall be released at the time and in the manner pursuant to the contract between the Purchaser and the Client.  
 9.3 The Purchaser reserves the right to suspend or withhold payment in the event of non-compliance by the Seller with the Order and may set-off any payment due from the Seller to the Purchaser against any payment due from the Purchaser to the Seller, whether under the Order or otherwise.  
 9.4 In the event of failure by the Purchaser to make payment in accordance with Condition 9.1, the Purchaser shall pay to the Seller simple interest for each day on which any payment is overdue at a rate equivalent to 1% per annum above the prime lending rate of the Hongkong and Shanghai Banking Corporation Ltd (Singapore Branch) applicable at the date that the payment became due. The Seller agrees that this rate of interest shall represent a substantial contractual remedy and that payment of the interest in accordance with this Condition 9.4 is in full and final settlement of all and any such claims, damages and actions that may arise out of this Condition 9.

**10. Variation**

- 10.1 No variation to or amendment of the Order shall be affected by the Seller unless authorised in writing by the Purchaser.

**11. Bonds, Guarantees and Warranties**

- 11.1 If so, required by the Purchaser the Seller shall provide at its own cost an on-demand performance bond from a bank or insurance company in a form and for an amount approved by the Purchaser, by way of guarantee for the proper and due performance of the Order.  
 11.2 If the Seller is a company which is controlled, directed, operated and/or owned by another company which is not a party to the Order (a "Parent Company"), the Seller shall, if the Purchaser so requires, provide the Purchaser with a guarantee from the Parent Company on terms to be agreed between the Purchaser and the Seller.  
 11.3 Insofar as the Seller is responsible for the design of the Goods, the Seller shall, if required to do so by the Client, enter into a deed or deeds of collateral warranty in favour of the Client and any other third party, on terms to be agreed between the Purchaser and the Seller.

**12. Insurance**

- 12.1 The Seller shall maintain insurance to cover its liability hereunder and under common law and statute in respect of injury to or death of any person or the loss of or damage to property with a limit of indemnity of not less than £1,000,000 (one million pound sterling) or its equivalent amount in SGD for any one occurrence or series of occurrences.  
 12.2 The Seller shall have in place product liability and/or professional indemnity insurance in respect of its

potential liabilities to the Purchaser and other parties arising out the Order.

- 12.3 The Seller shall make the policy and premium receipts available for inspection by the Purchaser at any time. Any such insurance policy shall be transferable to the Purchaser so as to allow the Purchaser to take benefit.

**13. Liability and Indemnity**

- 13.1 Without prejudice to the Purchaser's rights under any condition, warranty or other term, whether expressly stated in the Order or implied by statute or common law, the Seller shall be liable to the Purchaser for and shall fully indemnify the Purchaser against all liabilities, claims, actions, demands, expenses, costs (on a full indemnity basis) proceedings, losses (including without limit consequential loss) or damage suffered or incurred by the Purchaser and arising directly or indirectly out of:

13.1.1 any breach of any warranty given by the Seller to the Purchaser in relation to the Goods, including without limitation the warranties in Condition 3;

13.1.2 any act, omission or default of any workman, servant, agent, sub-contractor or assignee of the Seller;

13.1.3 any claim that the use or sale of the Goods infringes the patents, trademarks, design right, registered design, copyright or other intellectual property right of any other person;

13.1.4 the Purchaser's delay in performing or failure to perform its obligations under any other contract as a result of any breach of the Seller's obligations hereunder; and

13.1.5 any other breach by the Seller of the Order.

- 13.2 Any sums expended by the Purchaser so caused or arising shall be reimbursed to the Purchaser by Seller on demand.

**14. Force Majeure**

- 14.1 Neither party shall be liable to the other for any failure to fulfil its obligations under the Order if such failure occurs as a result of any cause beyond its control, including, but not limited to; acts of God, governmental intervention or restriction, import or export regulations, war, riots, strikes or trade disputes, power failures, inadequate performance of or failure of or incorrect processing by computer systems, fire, or flood.

**15. Assignment**

- 15.1 The Seller takes full responsibility for the performance of the Order and shall not be entitled to assign or sub-contract any of its rights or obligations under the Order without the prior written consent of the Purchaser.  
 15.2 The Purchaser may assign, licence or sub-contract all or any part of its rights or obligations under the Order without the Seller's consent.

**16. Remedies**

- 16.1 Without prejudice to any other right to remedy which the Purchaser may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Order the Purchaser shall be entitled (whether or not the Goods have been delivered and/or accepted by the Purchaser) at its sole discretion to:

16.1.1 rescind the Order;

16.1.2 reject the Goods whether in whole or in part and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

16.1.3 at the Purchaser's sole discretion and at the Seller's expense, either allow the Seller the opportunity to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure the terms of the Order are fulfilled;

16.1.4 refuse to accept any further deliveries of the Goods, without any liability to the Seller;

16.1.5 carry out at the Seller's expense any work necessary to make the Goods comply with the Order; and

16.1.6 claim such losses (including consequential loss), costs, damages, charges and expenses as incurred by the Purchaser as a result of the Seller's breaches of the Order.

**17. Cancellation**

- 17.1 The Purchaser shall have the right to cancel the whole or any part of the Order by giving notice to the Seller at any time prior to delivery. In the event of such cancellation the Purchaser's liability shall be limited to the reasonable open market value of the Goods, or valued at rates or prices contained in the Order (if any), and the Purchaser shall not be liable to pay the Seller any other costs, expenses or damages of whatsoever nature due to or resulting from the cancellation of the Order.

**18. Termination**

- 18.1 Without prejudice to any of its other rights the Purchaser may immediately terminate the Order in whole or in part by issuing to the Seller a written notice of termination if any of the following circumstances occurs or is likely to occur:

18.1.1 the contract between the Purchaser and the Client is terminated;  
 18.1.2 the Purchaser wishes to terminate the Order for its convenience;  
 18.1.3 the Seller is in breach of its obligations under the Order and has not remedied such breach within 10 days or other specified period of receiving written notice from the Purchaser; or  
 18.1.4 the Seller becomes insolvent or bankrupt, becomes subject to an administration order, enters into liquidation, has a winding up order made against it, passes a resolution for voluntary winding up without a declaration of solvency, suffers distress or execution of other legal process to be levied or enforced or sued upon or against any part of its property, assets or revenue or ceases or threatens to cease to carry on business.

- 18.2 On termination:  
 18.2.1 under 18.1.1 above the Seller shall be paid such sum properly due under the Order, provided that such sum is included in any sum paid to the Purchaser by the Client in respect of the termination;  
 18.2.2 under 18.1.2 above the Seller shall be paid such reasonable and justifiable costs arising out of the termination as agreed between the Seller and Purchaser, which in no event is to include loss of anticipated profit or consequential loss;  
 18.2.3 under 18.1.3 and 18.1.4 above the Seller shall be responsible for any and all costs and damages incurred by the purchaser who shall be entitled to retain any monies due to the Seller under the Order or any other order or contract with the Seller towards payment of such costs and damages incurred.

**19. Third Parties**

- 19.1 Unless otherwise expressly provided in the Order, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not apply and the parties do not intend to confer and nothing shall be construed as conferring upon a third party, a benefit or right to enforce any term of the Order.

**20. Law and Arbitration**

- 20.1 The Order shall be governed by and construed in accordance with the laws of Singapore without regard to its conflict of law principles.
- 20.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Order shall be governed by and construed in accordance with the laws of Singapore without regard to its conflict of law principles.

- 20.3 The Tribunal shall consist of 1 arbitrator and the language of the arbitration shall be the English language.

**21. Severance**

- 21.1 If any provision of the Order is held by a court of law to be invalid or otherwise unenforceable, then such provision (a) shall not be invalidate or render unenforceable such provisions in any other jurisdiction; and (b) shall be severable and shall, to the extent necessary to prevent such invalidity or unenforceability, be deemed to be amended or omitted from the Order and the remaining provisions shall continue to have full force and effect.

**22. Waiver**

- 22.1 The failure to exercise or any delay in exercising by the Purchaser a right or remedy provided by the Order or by law does not constitute a waiver of the right or remedy or a waiver of any other right or remedy.