

GENERAL TERMS & CONDITIONS FOR VENDORS

1. Definitions

- 1.1 Jungheinrich Lift Truck Singapore Pte Ltd is hereinafter referred to as the "Buyer" which expression shall include its successors in title.
- 1.2 The person or entity which accepts the Purchase Order of the Buyer for the Product (as defined in clause 1.4 below) and/or the Service (as defined in clause 1.5 below) is hereinafter referred to as the "Vendor" whether or not expressly referred to in other documents of sales, purchase invoices or delivery notes issued by the Vendor or the Buyer.
- 1.3 "Contract" means the agreement made between the Vendor and the Buyer and referred to in clause 2.1 herein, for the purchase of the Product and/or Service comprising the terms set out in the Buyer's Purchase Order and the Terms and Conditions herein.
- 1.4 "Product" shall include any goods, equipment, machine, or part thereof and any attachments or fittings or replacements or any other things sold under this Contract.
- 1.5 "Service" shall include any repair, refurbish and/or modification sold under this Contract.
- 1.6 "Rules and Regulations" means any written laws, legislation, regulation, by-law, or other similar instrument, including any amendment thereto or re-enactment or replacement thereof.
- 1.7 "Terms and Conditions" means these General Terms & Conditions for Vendors.
- 1.8 "Working days" means Monday to Friday except public holidays.

2. Binding Contract

- 2.1 The signed offer by the Vendor or the acceptance of the Purchase Order via electronic mail, facsimile or any other modes of communication for the sale of the Product/Service shall be construed and deemed as an express acceptance of these Terms and Conditions and together shall be known as the "Contract" and in so far as any provision of the Vendor's documents be inconsistent therewith, these Terms and Conditions shall be deemed to prevail. These Terms and Conditions likewise apply to all future transactions with the Vendor regarding the Product/Service listed in the Buyer's Purchase Order and accepted by the Vendor and shall always prevail over any differing or additional terms and conditions proposed or included by the Vendor and not contained in the Contract including, without limitation, those contained in Vendor's Offer, invoice, or any other documents.
- 2.2 Any variations or purported variations of these Terms and Conditions shall be deemed to be of no effect unless agreed in writing in a supplemental contract and signed by an Authorised Manager or Director of the Buyer. The remaining terms of the Contract, except as specifically amended therein, shall remain in full force and effect.
- 2.3 If any provision of the Contract is or becomes invalid due to governmental law, regulation, order or action, the Vendor and the Buyer shall forthwith try to find a mutually acceptable replacement for the provision thus invalidated. If no mutual agreement can be reached, the Buyer shall have the option to either accept the invalidation thereof and keep the remaining terms of the Contract in force or be entitled to terminate the Contract by written notice to the Vendor.

3. Price

- 3.1 The Buyer shall pay the price for the Product and/or Service as stated in the Purchase Order unless otherwise agreed in writing by the Buyer.
- 3.2 The Purchase Price includes the transportation cost, living expenses and other miscellaneous incurred by the Vendor, its employees, or agents in connection with the delivery and installation of the Product and/or the provision of the Services.

4. Terms of Payment

- 4.1 The Vendor agrees to issue invoice to the Buyer no later than seven (7) Working days after delivery of the Product/Service. The final deadline for the relevant financial year is no later than 2nd working day of the following calendar year. The Buyer will not be obligated to make payment towards any invoices submitted after such period.
- 4.2 Unless otherwise expressly stated on the face of the Purchase Order, the Buyer shall make payment towards the undisputed invoices within sixty (60) days from the date of receiving such invoices.
- 4.3 The Buyer reserves the rights, among other remedies, either to terminate the Contract or to suspend payment in the event that the Product and/or Service supplied is not in accordance with the agreed specification and/or is defective, and/or does not meet the agreed service standards.

5. Set-Off

The Buyer may set off any amount owing at any time from the Vendor to the Buyer or any of its affiliates against any amount payable at any time by the Buyer under these Terms and Conditions.

6. Termination for Cause

- 6.1 The Buyer may terminate the Contract and/or Purchase Order by giving thirty (30) days' written notice to the Vendor if the Vendor breaches any material terms of the Contract.
- 6.2 The Buyer may terminate the Contract and/or Purchase Order immediately without any prior notice (i) upon institution of insolvency, receivership, or bankruptcy proceedings against the Vendor, (ii) upon Vendor making an assignment for the benefit of its creditors, or (iii) upon Vendor's dissolution or cease of business operation.

7. Termination for Convenience

- 7.1 The Buyer may terminate the Contract and/or Purchase Order, or any part thereof, at any time for its own convenience by giving written notice of termination to the Vendor.
- 7.2 Unless specifically stated otherwise in the Purchase Order, there shall be no charges for the termination of Purchase Order in respect of Product and/or Service that has not been delivered to the Buyer.

8. Delivery Periods / Delivery Dates

- 8.1 The Vendor shall notify the Buyer in writing within two (2) Working days of receipt of the Buyer's Purchase Order if the Vendor is unable to comply with the Purchase Order. In the absence of such written notice, it automatically constitutes an acceptance of the Purchase Order.
- 8.2 The Vendor shall deliver the Product and/or Service in accordance with the schedule of the Purchase Order and any failure to deliver the Product and/or Service on the due date of delivery shall constitute a material breach of the Contract.
- 8.3 The Buyer is entitled to reject and return any non-conforming shipments to the Vendor at the Vendor's own risk and expense.
- 8.4 The Vendor shall promptly notify the Buyer if the Vendor is unable to deliver the Product and/or Service on the due date of delivery and shall state the reason thereof. The Buyer may in its sole discretion accept reschedule of delivery in whole or in part with any additional cost incurred to be borne by the Vendor.
- 8.5 The Vendor shall bear the risk of damage, loss and destruction of the Product in transit.

9. Inspection

- 9.1 All Products and/or Services delivered to the Buyer are subject to the Buyer's inspection, testing, approval, and acceptance at Buyer's premises notwithstanding any inspection or testing at Vendor's premises or any prior payment for such Product and/or Service.
- 9.2 If the Product fails to conform to the specifications or has any defects, the Buyer is entitled to either accept repair of the Product within seven (7) days from the date of notice to the Vendor or to reject and return the Product at the Vendor's own expense and cost. If the Service fails to conform to the specifications, the Buyer is entitled to request rectification or re-performance of the Service to the satisfaction of the Buyer. If the issues remain unresolved after such rectification or re-performance, the Buyer reserves the right to request a full refund in relation to the non-conforming Service.

10. Warranty

- 10.1 The Vendor makes the following warranties in respect of the Product supplied and such warranties shall survive any delivery, inspection, acceptance, payment, and resale of the Product:-
- (a) the Product will not infringe any party's intellectual property rights;
 - (b) the Vendor has the necessary right, title, and interest to provide the Product to the Buyer, and the Product will be free from liens and encumbrances;
 - (c) the Product is new (unless specifically stated otherwise in the Purchase Order), and of the grade and quality specified;
 - (d) the Product is free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by the Vendor and to any other agreed specifications;
 - (e) the Product shall conform to the manufacturing quality provisions set forth in the Purchase Order; and
 - (f) the Product shall meet the performance standards provided in the Purchase Order.
- 10.2 If the Vendor breaches any of the warranties, or the Product is otherwise defective or non-conforming, the Vendor shall, at the option of the Buyer, to promptly repair, replace, or refund the amount paid for such Product.
- 10.3 The Vendor shall bear the cost of shipping and shall bear the risk of loss of all defective or non-conforming Product while in transit.
- 10.4 The Vendor warrants that the Service will be performed in a professional and workmanlike manner and in accordance with the agreed specifications. If the Service does not meet these standards, the Vendor shall, at the Buyer's option, either re-perform the Service or correct the non-conformance at no additional cost to the Buyer.

11. Property of Document

Any specifications, drawings, schematics, technical information, data, tools, test equipment, and other materials furnished or paid for by the Buyer shall: (i) be kept confidential; (ii) remain or become the Buyer's property; (iii) be used by the Vendor exclusively for the Buyer's orders; (iv) be clearly marked as the Buyer's property and segregated when not in use; (v) be kept in good working condition at the Vendor's expense; and (vi) be shipped to the Buyer promptly on demand.

12. Intellectual Property Indemnifications

- 12.1 The Vendor shall indemnify and hold the Buyer and its customers harmless from any costs, expenses (including attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, or other intellectual property right arising out of the use or sale of the Product by the Buyer or the Buyer's customers, irrespective of whether the Buyer furnishes any specifications to the Vendor. The Buyer shall notify the Vendor of such claim or demand and shall permit the Vendor to participate in the defence or settlement thereof.
- 12.2 If an injunctive relief is obtained as a result of any claim or action, the Vendor agrees at its own expense and at the option of the Buyer to either: (i) procure for the Buyer and the Buyer's customers the right to continue to use the Product; (ii) replace them with non-infringing items; (iii) modify them so they become non-infringing; or (iv) refund to the Buyer the amount paid for the Product

which has been returned to the Vendor or destroyed. Regardless of which of the foregoing remedies is effected, the Vendor shall pay to the Buyer rework expenses and incremental costs incurred by the Buyer to procure alternative products required to fill the orders placed by the Buyer and accepted by the Vendor as of the effective date of the injunction.

13. Insurance

13.1 Unless specifically stated otherwise in the Purchase Order, the Vendor shall obtain, and thereafter maintain at all times, the following insurance coverage:-

- (a) Worker's compensation insurance as required under the local applicable laws;
- (b) Product and Public Liability insurance with a minimum insured amount of \$1,000,000 for bodily injury, death and damage to property.

13.2 The Vendor shall deliver the insurance certificates to the Buyer prior to the commencement of the Contract.

13.3 The Vendor shall notify the Buyer for termination of, or material change to, the insurance policies.

14. Indemnifications

The Vendor shall fully defend, indemnify, hold harmless and reimburse the Buyer, its employees, agents, customers from all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from:

- (a) any breach of any representation, warranty, certification, covenant or agreement made by the Vendor in these Terms and Conditions;
- (b) any omission, negligence or wilful misconduct of the Vendor or its agents or subcontractors in connection with its performance under these Terms and Conditions;
- (c) any litigation, proceeding or claim by any third party relating to the obligations of the Vendor under these Terms & Conditions; and
- (d) any personal injury (including death) or any damage to or loss or destruction of property attributable to the breach of any terms by the Vendor under these Terms and Conditions, except to the extent of such damages are caused by the negligence of the Buyer.

15. Limitation of Liability

In no event shall the Buyer be liable in contract, tort (including negligence and strict liability) or otherwise for any special, indirect, incidental, or consequential (including loss of profit or revenue) damages whatsoever arising under this Contract. The Buyer's entire liability in respect of the purchase of Product and/or Service employed under the Contract shall in any case be limited to the total value of the Contract in respect of which damages are claimed.

16. Force Majeure

The Buyer shall not be liable to the Vendor in respect of its failure to carry out any of its obligations under these Terms and Conditions if the Buyer is prevented from or delayed in the carrying on of its business due to circumstances beyond the Buyer's reasonable control or by events of force majeure. Events of such force majeure shall include but not limited to acts of God, war, riot, fire, explosion, accident, flood sabotage, pandemic, lockdowns as ordered by authorities or government, inability to obtain fuel, power, raw material, labour, containers or transportation facilities, breakage or failure of machinery or apparatus, governmental law, regulation, order or action, national defence requirements or any other event beyond the reasonable control of the Buyer or in the event of labour disputes, strike, lockouts and injunction. The Buyer shall promptly notify the Vendor in writing for the occurrence of the event of force majeure.

17. Access and Audit

The Vendor shall permit the Buyer access to (i) all locations where work is performed in connection with the Product and/or Service supplied and (ii) the Vendor's books and records relating to the Product and/or Service provided pursuant to these Terms and Conditions.

18. Assignment

The Vendor shall not assign or subcontract its obligations under this Contract and Purchase Order or any portion thereof (by operation of law or otherwise) without the prior written consent of the Buyer, and if the Vendor does so, the assignment and/or subcontract shall be null and void. Notwithstanding any such assignment and/or subcontract, the Vendor shall remain jointly and severally liable for any breach of these Terms & Conditions by any such assignee and/or subcontractor.

19. Entire Agreement

19.1 The entire agreement between the parties with respect to the sale of the Product and its delivery and/or the provision of Services is contained in this Contract. All previous understandings, agreements, representations or warranties, whether expressed or implied, that are not expressly contained in the Contract are superseded.

19.2 Any purported terms and conditions made referenced to or incorporated or alluded to within any documents issued by the Vendor relating to this Contract or the Product/Service shall have no effect and shall not bind the Buyer.

20. Governing Laws

The Contract shall be governed by and construed in accordance with the laws of Republic of Singapore, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

21. Arbitration

Any dispute arising out of or in connection with the Contract or these Terms & Conditions or any matters described hereunder, including any question regarding its existence, validity, interpretation or termination, whether or not during the term of this Contract or thereafter and whether before or after any termination of the Contract, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be in English.

22. Code of Conduct

The Vendor shall at all times comply with the Supplier Code of Conduct of Jungheinrich Group, which is available in <https://fclid.ly/ss5nI5h>.

23. Confidentiality

23.1 The Vendor agrees to maintain the confidentiality of all information, data, and documents related to the Buyer, the Contract, its contents, and objectives, whether or not marked as confidential, including business and trade secrets, using at least the same level of care as it uses for its own confidential information. The Vendor shall not disclose, record, or exploit such confidential information except as necessary to fulfill the purpose of the contract. This obligation extends to the information regarding the Buyer's affiliates and their cooperation partners. This confidentiality obligation shall continue for a period of 5 years after the expiration or termination of the Contract.

23.2 The Vendor must impose this confidentiality obligation on its employees and third parties, even after employment ends, and restrict access to a "need to know" basis. In the event of a breach, the Vendor shall fully indemnify the Buyer for any resulting losses, damages, or expenses (including attorneys' fees), and the Buyer may seek injunctive relief or other remedies in addition to any legal remedies available.