



## GENERAL TERMS AND CONDITIONS OF PURCHASE WEVO OPERATIONS APAC PTE. LTD.

### I. INTERPRETATION

#### 1. Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in Singapore.

**Business Hours:** the period from 9.00 am to 6.00 pm on any Business Day.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause XVII.4.

**Contract:** the contract between WEVO and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

**WEVO or Customer:** WEVO Operation APAC Pte. Ltd. (registered in Singapore with UEN 202218997G).

**Customer Materials:** has the meaning set out in clause VIII.

**Delivery Date:** the date specified in the Order, or, if none is specified, within thirty (30) days of the date of the Order.

**Delivery Location:** the address for delivery of Goods as set out in the Order.

**Goods:** the goods (or any part of them) set out in the Order.

**Intellectual Property Rights:** means all patents, design rights (whether registered or unregistered), trademarks, service marks, utility marks, domain names, trade and business names, copyrights, inventions, trade secrets, know-how and database rights which may subsist anywhere in the world.

**Mandatory Policies:** WEVO's business policies and codes of conduct, as amended by notification to the Supplier from time to time.

**Order:** WEVO's order for the Goods, as set out in WEVO's purchase order form or in WEVO's written acceptance of the Supplier's quotation, as the case may be.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed by WEVO and the Supplier.

**Supplier:** the person or firm from whom WEVO purchases the Goods.

2. **Interpretation:** (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). (b) A reference to a party includes its [personal representatives,] successors and permitted assigns. (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision. (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms. (e) A reference to writing or written excludes fax and email.

### II. BASIS OF CONTRACT

- These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- The Order constitutes an offer by WEVO to purchase the Goods in accordance with these Conditions.
- The Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing a written acceptance of the Order; and (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

### III. THE GOODS

- The Supplier represents and warrants that the Goods shall: (a) correspond with their description and any applicable Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act (Cap.393)) and fit for any purpose held out by the Supplier or made known to the Supplier by WEVO expressly or by implication, and in this respect WEVO relies on the Supplier's skill and judgement; (c) where they are manufactured products, be free from

defects in design, material and workmanship and remain so for twelve (12) months after delivery; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and (e) be created as original works that do not infringe any patent, trademark, copyright, publicity, privacy, trade secret, contract, or other Intellectual Property Right or other right of any third party. (f) have a minimum shelf-life of six (6) months from the Delivery Date or upon arrival at the Delivery Location, whichever is later.

- The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- WEVO may inspect and test the Goods within fourteen (14) days after receipt of the Goods. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- If following such inspection or testing WEVO considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause III.1, WEVO will give notice of rejection to the Supplier: (a) in the case of a defect or non-compliance that is apparent on normal visual inspection, within five (5) Business Days following inspection; and (b) in the case of a latent defect or non-compliance, within a reasonable time of the latent defect or non-compliance having become apparent.
- Upon receipt of the notice of rejection from WEVO, the Supplier shall immediately take such remedial action as requested by WEVO in accordance with clause V.1 as is necessary to ensure compliance.
- WEVO may conduct further inspections and tests after the Supplier has carried out its remedial actions.

### IV. DELIVERY

- The Supplier shall ensure that: (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any), batch number/information, certificate of analysis, date of production, shelf-life information and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) WEVO will not be obliged to return the packaging material to the Supplier unless otherwise agreed by the parties. In such case, any packaging material will be returned to the Supplier at the cost of the Supplier.
- The Supplier shall deliver the Goods: (a) Delivered Duty Paid (DDP) of INCOTERMS 2020 shall apply, unless otherwise agreed in writing; (b) on the Delivery Date; (c) at the Delivery Location; and (d) during WEVO's normal business hours, or as instructed by WEVO.
- Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- If the Supplier: (a) delivers less than 85% of the quantity of Goods ordered, WEVO may reject the Goods or demand expedited delivery of the outstanding quantity at the cost of the Supplier; or (b) delivers more than 105% of the quantity of Goods ordered, WEVO may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and WEVO accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- The Supplier shall not deliver the Goods in instalments without WEVO's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle WEVO to the remedies set out in clause V.



#### V. CUSTOMER REMEDIES

1. If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause III.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, WEVO may exercise any one or more of the following rights and remedies: (a) to terminate the Contract; (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods; (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (e) to recover from the Supplier any costs incurred by WEVO in obtaining substitute goods from a third party; and (f) to claim damages for any other costs, loss or expenses incurred by WEVO which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
2. If the Goods are not delivered on the Delivery Date WEVO may, at its option, claim or deduct by way of liquidated damages 5% of the price of the Goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by WEVO, up to a maximum of 20% of the total price of the Goods.
3. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
4. WEVO's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

#### VI. TITLE AND RISK

Title and risk in the Goods shall pass to WEVO on completion of delivery.

#### VII. PRICE AND PAYMENT

1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.
2. The price of the Goods: (a) excludes amounts in respect of goods and services tax ("GST"), which WEVO shall additionally be responsible to pay to the Supplier at the prevailing rate, subject to the receipt of a valid GST invoice; and (b) includes the costs of packaging, insurance and carriage of the Goods and all relevant costs as allocated to the Supplier under the applicable INCOTERMS.
3. No extra charges shall be effective unless agreed in writing with WEVO.
4. The Supplier may invoice WEVO for price of the Goods plus GST at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, WEVO's order number, the Supplier's GST/VAT registration number and any supporting documents that WEVO may reasonably require.
5. Unless otherwise agreed in writing, WEVO shall pay correctly rendered invoices within ninety (90) days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
6. WEVO may at any time, without notice to the Supplier, set off any liability of the Supplier to WEVO against any liability of WEVO to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, WEVO may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by WEVO of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

#### VIII. CUSTOMER MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by WEVO to the Supplier ("Customer Materials") and all rights in Customer Materials are and shall remain the exclusive property of WEVO. The Supplier shall keep WEVO Materials in safe custody at its own risk, maintain them in good condition until returned to WEVO and not dispose or use the same other than in accordance with WEVO's written instructions or authorisation.

#### IX. INDEMNITY

1. The Supplier shall indemnify WEVO against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by WEVO as a result of or in connection with: (a) any claim made against WEVO for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against WEVO by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against WEVO by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
2. This clause IX shall survive termination of the Contract.

#### X. INSURANCE

During the term of the Contract and for a period of five (5) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance in the amount of USD \$10 million in the aggregate per year in respect of each insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on WEVO's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### XI. CONFIDENTIALITY

1. Each party undertakes that it shall not at any time during the Contract and for a period of five (5) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause XI.2.
2. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause XI; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

#### XII. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

1. In performing its obligations under the Contract, the Supplier shall: (a) comply with all applicable laws, statutes, regulations and codes of conduct from time to time in force; and (b) comply with the Mandatory Policies.
2. WEVO may immediately terminate the Contract for any breach of clause XII.

#### XIII. TERMINATION

1. WEVO may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. WEVO shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

2. Without limiting its other rights or remedies, WEVO may terminate the Contract with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) days of the Supplier being notified in writing to do so; (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business; (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
3. On termination or expiry of the Contract, the Supplier shall immediately return all Customer Materials. If the Supplier fails to do so, then WEVO may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
4. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

#### XIV. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for twenty-one (21) days, WEVO may terminate the Contract by giving seven (7) days' written notice to the Supplier.

#### XV. RELATIONSHIP OF THE PARTIES

The relationship of the parties established by this Contract and all Orders is that of independent contractors and nothing contained herein will be construed to (a) give either party any right or authority to create or assume any obligation of any kind on behalf of the other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. This Contract constitutes a contract for the supply of Goods and not a contract of employment of Supplier or any Supplier personnel.

#### XVI. NO EXCLUSIVITY

Nothing under or by way of this Contract shall confer, give or grant or be deemed to confer, give or grant any sole and/or exclusive status by WEVO to the Supplier. Notwithstanding anything stated to the contrary, WEVO shall have the right to freely and without any restriction purchase any goods from any third party which are similar or the same as the Goods supplied by the Supplier to WEVO under this Contract.

#### XVII. GENERAL

1. **Assignment and other dealings.** (a) WEVO may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of WEVO.
2. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of WEVO. If WEVO consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
3. **Entire agreement.** (a) The Contract constitutes the entire agreement between the parties. (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
4. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by WEVO.
5. **Waiver.** (a) Except as set out in clause II.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause XVII.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
7. **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce any term of the Contract.
8. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Singapore, excluding any conflicts of law provisions. Both parties will comply with all relevant laws including, but not limited to, the Prevention of Corruption Act (Cap. 241) of Singapore.
9. **Arbitration.** Any dispute shall be 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 arbitration shall be conducted in the English language in Singapore, by three arbitrators, one named by each party and the third appointed by the Chairman of SIAC in accordance with the SIAC Rules.