

PURCHASE ORDER – GENERAL TERMS AND CONDITIONS

DEFINITIONS

PURCHASER: The QUBE / BOMC entity named on the Purchase Order.

VENDOR: Person, firm or corporation to which the Purchase Order is issued.

ORDER: Contract/Purchase Order between Purchaser and Vendor properly signed and bearing an order Number; accepted by Purchaser as sole authority for charging Goods to its account; supersedes all previous communications and negotiations.

GOODS: Means the products and/or services specified and quantified under the Order.

ACCEPTANCE OF ORDER:

Upon receipt of Order, Vendor shall check it for discrepancies. Vendor shall acknowledge the Order within three (3) days of receipt. Vendor's acceptance by acknowledgment or performance of the Order shall constitute the entire contract between Vendor and Purchaser and no representative or statements by any employee or agent not expressly stated in the Order shall be binding upon the Purchaser.

The terms set out in the quotes and/or tender submitted by the Vendor will not form any part of this Order except to the extent that such commitments are expressly agreed and in writing.

DELIVERY:

The date for Delivery shall be as specified in the Order.

Vendor shall forthwith give notice to Purchaser of any likely delay in delivery and shall provide Purchaser with prompt and reasonable notice of the re-scheduled delivery date.

Delivery of the Goods shall be carried out by the Vendor to the delivery point specified in the Order. In the case of incorrect Delivery, the Vendor shall bear any extra cost of Delivery to the correct Delivery point specified in the Order.

All Goods are to be delivered to the specified Delivery point as Purchaser shall direct at any one time. The Vendor is entitled to withhold any Delivery of the Goods if Purchaser fails to comply with its payment obligations to the Vendor.

The Time for Delivery, as stated in the Order, shall be an essential and integral part of this obligation and a breach of this provision, including the failure of the Vendor to deliver any Goods ordered by the Time for Delivery (or any revised Time for Delivery) shall allow Purchaser to terminate the Order, and to require the Vendor to forthwith deliver the Goods in question.

The personnel of Purchaser, as Purchaser shall appoint from time to time ("**Authorized Personnel**"), shall be authorized to verify and receive the Goods. The Delivery will not be deemed to have occurred unless and until the Delivery is acknowledged in writing by the Authorized Personnel; the Delivery receipt of which shall promptly be submitted by Purchaser to the Vendor, in writing no later than 1 (one) Business Day. Purchaser shall ensure that such acknowledgment shall not be unreasonably withheld.

ACCEPTANCE/REJECTION:

Purchaser entitled to, within 1 (one) month after receiving the Delivery of the Goods, inspect the Goods delivered by the Vendor, as the case may be, at the Delivery point specified in the Order.

Purchaser shall notify the Vendor, within 5 (five) Business Day after the inspection if the Goods or any parts thereof are rejected or to be returned due to any defects or non-conformity found within the Goods and the Vendor shall respond to Purchaser within 5 (five) Business Days from the date of the notice. Notification of Purchaser's intention to reject or return the Goods shall be deemed to be sufficient if it is made in writing and forwarded to the Vendor by way of e-mail or through the purchasing order system or facsimile transmission.

If the Vendor is agreeable to Purchaser's request to reject or return the Goods, or if there is no response from the Vendor within the stipulated time frame, it shall be deemed that the Vendor is agreeable to Purchaser's request to reject or return the Goods.

Thereafter, the Vendor shall within 7 (seven) Business Days after the lapse of the 5 (five) Business Days' notice period, without any additional cost to Purchaser, replace the rejected or returned Goods with that of new in conformity with the Order in place of the rejected or returned Goods and retrieve the rejected or returned Goods.

If the Vendor fails to retrieve the rejected or returned Goods, Purchaser shall be entitled to return the Goods to the Vendor at the Vendor's costs

If Purchaser is agreeable to the Goods delivered by the Vendor after the inspection, Purchaser shall promptly furnish the Vendor with a Receiving Note no later than 3 (three) Business Day.

OWNERSHIP OF GOODS:

The ownership of the Goods shall pass from the Vendor to Purchaser only upon the actual delivery of the Goods pursuant to the terms herein contained, and unless otherwise rejected by Purchaser as hereinbefore provided, the Goods shall vest in the ownership of Purchaser upon the actual delivery of the Goods by the Vendor.

Risk in the Goods shall remain with Vendor until delivery to Purchaser.

PRICE:

Payment shall be made in the currency and amount expressed in this Order, fixed and firm and not subject to escalation for the duration of the Order.

Unless otherwise specified, the price for the Goods includes all taxes (including, without limitation, goods and services tax and withholding tax, if any) and other charges such as freight and delivery charges, duties, customs, tariffs, imposts, government-imposed surcharges, packing, testing and documentation costs.

PAYMENT:

Payment shall be made within thirty (30) days from receipt of invoice. Kindly submit all invoices within 7 business days after delivery of goods or completion of services. Each invoice will clearly state description(s) of work done, dates, rates and other relevant information.

Invoices should be addressed to the named entity on the Order, attention to Mr Mort Daly and will not be accepted otherwise.

Please send Statement of Account on first week every month to email

For Qube International PO : finance_sg@qube.com.au

For BOMC Pte Ltd PO : BOMC_Finance@bomc.com.sg

For PT Bintan Marine Offshore Centre PO: PTBOMC_Finance@bomc.com.sg

Failure to issue or submit invoices on a timely basis may result in payments being delayed. In no event shall Purchaser be liable for any fees, costs, expenses or other charges where invoices are not submitted accurately or in a timely manner.

Purchaser reserves the right to reject and not pay any and all invoices that are submitted more than 90 days after delivery of goods or completion of services.

INSURANCE:

Vendor shall, at the Vendor's sole expenses and risks, provide and maintain in force insurance coverage with insurance companies acceptable to Purchaser to cover its liabilities under this PO and at law. Such insurances shall be deemed as primary coverage.

Any additional insurances and the required limits if applicable are to be specified in the Purchase Order if required.

WARRANTY

Vendor warrants that Goods supplied shall be of merchantable quality fit for the purpose intended and free of defects in materials, workmanship and design and that Services supplied are of the quality and standard expected by the Purchaser. If Purchaser supplies manufacturing drawings to Vendor, Vendor warrants that the Goods are manufactured and supplied strictly in accordance with such drawings. Vendor shall (at the option of Purchaser) either re-perform the Services or replace or repair any Goods or parts of Goods supplied by it found to be defective or in any way unsuitable for the purpose intended for a period of twelve (12) months from date of delivery of the Goods. If Vendor repairs or replaces Goods during the warranty period then a new warranty shall apply to those Goods for a period of twelve (12) months from the date such repairs or replacements were completed.

PATENTS:

Vendor warrants that Goods supplied other than Goods supplied in accordance with technical plans or drawings provided to Vendor by Purchaser do not infringe any patent, copyright, design or trademark (whether foreign or domestic) which any person may in any way be entitled to and shall save harmless and indemnify Purchaser from and against all claims and proceedings for or on account of such infringements in respect of Goods supplied by Vendor and from and against all related claims, demands, proceedings, damages, costs charges and expenses.

INSPECTION:

Purchaser may at any time during the course of manufacture or otherwise inspect Goods to be supplied (subject to Purchaser first giving Vendor reasonable notice of such inspection). Inspection by Purchaser shall neither relieve Vendor of its obligations under the Order nor waive Purchaser's rights or remedies herein provided.

PACKING:

Vendor shall be liable for all or any damage, loss or destruction to any Goods or property resulting from improper packaging or handling by Vendor.

ASSIGNMENT:

Vendor shall not assign any of its rights, benefits or obligations under this Order without Purchaser's written consent and any purported assignment without Purchaser's written consent shall be void. Any consent provided for the sub-contracting of part of the Order shall be deemed consent to the named sub-contractor only.

FORCE MAJEURE:

Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, caused by circumstances beyond its reasonable control, including but not limited to, war (whether declared or not), armed conflict, or the serious threat of the same, hostilities, detention, riot, embargo, act of God, fire, flood, storms, earthquakes, typhoons, tidal waves, plagues or other epidemics, changes in government or laws, orders, or regulations or government intervention, provided the delayed party promptly notifies the other party and uses reasonable efforts to correct its failure to perform.

WAIVER & AMENDMENT:

No waiver of any provisions of the Order shall be effective unless such waiver is in writing from Purchaser. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach. No alteration or amendment to any such obligation will be effective or enforceable unless made in writing from Purchaser.

CANCELLATION:

Purchaser may at its option cancel the Order or any part thereof at any time. Purchaser's liability will be to pay for materials manufactured and supplied in accordance with the Order at the date of cancellation and for costs of materials and other items ordered for which Vendor is legally bound to pay. Upon such payment, title to and property in all those materials and other items shall pass to Purchaser.

TERMINATION FOR DEFAULT

If Vendor fails to make delivery; fails to perform within the time specified on the Order; delivers non-conforming Goods; fails to make progress so as to endanger performance of the Order; then in any case Purchaser may cancel the Order or part thereof and Vendor shall be liable for all costs incurred by Purchaser in purchasing similar Goods elsewhere.

TERMINATION WITHOUT CAUSE

Purchaser may terminate this Order at any time without cause with 30 days' prior notice to the Vendor in writing.

In the event of termination of this Order for any cause, the Vendor will continue to be paid up to the effective date of termination for any fees or expenses due for services delivered up to that date.

LIABILITY AND INDEMNITY:

Vendor shall indemnify Purchaser at all times from and against any and all liabilities, demands, claims, reasonable costs, losses, damages, recoveries, settlements and expenses (including reasonable professional fees) (collectively referred to as "**Liabilities**") that Purchaser may suffer or incur (other than as a result of any acts or omissions of Purchaser or any party other than Vendor acting on its behalf, arising from or related to):

- i. any third party product liability claims (including for the avoidance of doubt, any class action claims) for Defects in Goods;
- ii. any claims related to manpower/labor expense of the Vendor; or
- iii. Any third party claims related to the intellectual property aspects of the Goods.

CONSEQUENTIAL LOSS:

Neither Purchaser nor Vendor shall be liable to the other for any consequential loss or loss of anticipated profits sustained by the other party.

CONFIDENTIALITY:

Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, customers or services that could be considered to be "confidential information". "Confidential information" is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature and that is furnished or disclosed to the other party. Confidential information will remain the property of the disclosing party and the receiving party will not acquire any rights to that confidential information.

INTELLECTUAL PROPERTY:

Unless agreed otherwise in writing, all information, designs, specifications, drawings, documents, techniques, inventions or processes developed as a course of the Order remain the intellectual property of the Purchaser.

In the event that Vendor enters into the Order with pre-existing intellectual property, Vendor shall claim this right before entering into the Order. In this case the Vendor will retain the right to pre-existing intellectual property, and the Vendor shall assign to the Purchaser an irrevocable royalty free non exclusive and non transferable license to use all intellectual property rights, including all information, designs, specifications, drawings, documents, techniques, inventions or processes developed or acquired in the course of the Order, for the purposes of any modification, addition or replacement of the Goods or for any other purpose relating to the execution of the Purchasers contract with the end client.

ETHICAL CONDUCT STANDARDS:

Purchaser is managed and operated by Qube and ensure strict adherence to Qube Holdings Corporate Governance policies.

The Vendor acknowledges that Qube Holdings Limited has issued a Statement of Values setting out how Qube is expected to act in accordance with its values and principles. As part of this commitment, Qube has developed a range of policies (**Conduct Requirements**) that set out guidelines on how Qube and its business partners (including the Vendor) should behave in doing business. The Vendor acknowledges and agrees that:

- (a) it has or will obtain a copy of the Conduct Requirements as may be amended from time to time and available from Qube's website at <https://qube.com.au/about/corporate-governance/>;

- (b) it will conduct its business in a proper manner, in full compliance with accepted business practices, applicable codes of conduct and generally accepted business ethics (including the Conduct Requirements); and
- (c) the values, principles and behaviours outlined in the Conduct Requirements do not replace or change any of the Vendor's obligations under the Contract.

Vendor undertake to ensure that all persons representing, associated with or otherwise performing services for, or on behalf of the Vendor, shall comply with the Service Provider's Anti-Bribery and Anti-Corruption policy

(please refer to doc. Qube-Holdings-Limited-Supplier-Code-of-Conduct-2021, copy available upon request).

Purchaser shall be entitled, without any liability to terminate, the Order, with immediate effect, in the event it concludes, in its absolute discretion, that the other party or any of its representatives has committed a breach of the aforementioned.

COMPLIANCE WITH LAW:

Vendor shall comply with and observe all the rules, regulations and laws, all statutory and regulatory authorities relevant to carrying out the works.

Vendor shall be responsible for and bear any cost or consequence arising from the offences committed by its employees in contravention of the aforesaid and shall indemnify Purchaser for the same.

APPLICABLE LAW:

The Order and the rights and obligations of the parties hereto governed, construed and interpreted and given effect in accordance with the laws of Singapore.

Any dispute arising out of or in connection with this Order, 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 Tribunal shall consist of a single arbitrator to be agreed by the Parties and failing such agreement appointed by the Chairman, SIAC. The language of the arbitration shall be English.

Any person, firm, corporation or organisation who is not a party to this Order shall have no rights whatsoever under this Order to enforce any of its terms.