



## **AIR LIQUIDE SINGAPORE PRIVATE LIMITED ("ALSg") CONDITIONS OF PURCHASE**

### **1. INCORPORATION OF THESE CONDITIONS**

The following Conditions of Purchase ("Conditions") apply to and are deemed to be incorporated in purchase orders and works service order (collectively known as "Purchase Order") set out overleaf relating to the supply of goods ("Goods") and/or services ("Services") and in purchasing agreements ("Purchasing Agreement"). Purchasing Agreements and Purchase Orders are collectively known as "Purchase Contracts".

### **2. GENERAL**

#### **2.1. PURCHASE ORDERS**

ALSg shall be responsible for payment of Goods or Services only if ordered on an official ALSg Purchase Order form.

#### **2.2. ACCEPTANCE**

The earlier of (i) a written or email acknowledgement of the Purchase Order confirming receipt; or (ii) a failure by Supplier to notify ALSg of Supplier's non-acceptance of the Purchase Order within three (3) days from receipt hereof; or (iii) the furnishing of any of the Goods or Services specified in the Purchase Order, shall constitute acceptance by Supplier of the Purchase Order and all the Conditions set forth herein. Supplier's execution of the Purchase Contract- (a) is Supplier's acknowledgement that additional or different terms appearing in Supplier's acceptance are excluded from the Purchase Contract, and (b) if this Purchase Contract is in response to an offer by Supplier, is Supplier's acknowledgement that additional or different terms appearing in Supplier's offer are excluded from this Purchase Contract, unless Supplier notifies ALSG to the contrary in writing within three (3) days of Supplier's receipt hereof. The terms and conditions contained in the Purchase Contract and these Conditions, together with any specifications, drawings or samples approved by ALSg relating to the Goods constitute the entire agreement between ALSg and Supplier relating to the Goods described on the face hereof, and may hereafter be modified only by writing signed by ALSg and Supplier.

#### **2.3. PRICE**

2.3.1. Prices shall remain firm and fixed and shall not be subject to any increase or escalation whatsoever for the duration of the Purchase

Contract unless  
otherwise agreed.

2.3.2. Unless otherwise stated in the Purchase Contract, the price of Goods shall be inclusive of the cost of carriage and packing, and the price of Goods or Services shall be inclusive of any duties, taxes, royalties, tariffs or other impositions chargeable on the Goods or Services, and of any other sums whatsoever payable to any person in respect of Goods or Services.

2.3.3. Unless otherwise specified, prices in the Purchase Contract are in expressed in the Singapore currency and payment will be made in the Singapore currency.

#### **2.4. PAYMENT**

Subject to ALSG's right to deduct or set-off any losses, damages, costs and expenses resulting from the Supplier's breach of these Conditions and/or the Purchase Contracts and any outstanding amounts owing by the Supplier to ALSG and ALSG's related companies, full payment of the monies shall be made within sixty (60) days of the receipt of the Supplier's invoice and after the Goods or Services have been received or rendered and accepted by ALSG. Should ALSG reject the Goods or Services for good reasons, full payment of the monies shall be made after the defective Goods and/or Services have been rectified to ALSg's satisfaction.

#### **2.5. ASSIGNMENT AND SUB-CONTRACTING**

Purchase Contracts are made with the Supplier on the basis that the Goods will be supplied and/or the Services performed by the Supplier. No assignment shall be made and no sub-contracting shall be allowed without the specific written consent of ALSg.

#### **2.6. MATERIALS PROVIDED BY ALSg**

The Supplier shall be fully responsible for any loss or damage to material, equipment or other property provided by ALSG ("ALSG Equipment") while they are in the Supplier's possession for any purpose connected with the Purchase Contract and shall promptly replace or repair as required by ALSG at the Supplier's own cost, any ALSG Equipment lost or damaged by the Supplier. If Supplier fails to replace or repair as requested within seven (7) days of ALSG's request, ALSG may replace or repair the same and shall set off the costs thereof against any sum due to the Supplier.

### **3. SUPPLY OF GOODS AND SERVICES**

#### **3.1. ACCESS**

ALSG's staff or agents shall be given access at all reasonable times to view the Goods being manufactured by the Supplier or its subcontractors.

#### **3.2. INSPECTION**

If the Purchase Contract states "subject to works inspection", Goods shall be subject to works inspection by ALSG inspectors or agents during manufacture. Tests, if called for are to be conducted in the presence of these inspectors. The Supplier shall advise ALSG at least seven days in advance when the works are ready for inspection. ALSG's inspection shall not relieve the Supplier from its guarantee or its obligation or responsibility to furnish Goods of satisfactory material and workmanship. ALSG shall be entitled to waive the right to inspect at any time, without prejudice to its right to reject unsuitable Goods when they arrive at the destination.

#### **3.3. ORIGIN AND TEST CERTIFICATES**

ALSG reserves the right to call for certificates of raw materials and test certificates for Goods. Such certificates must clearly state ALSG's Purchase Order number and the batch number of the raw materials or the serial numbers of the Goods.

#### **3.4. DELIVERY**

3.4.1. The Goods shall be properly packed, secured and delivered by the Supplier at the time and at the place and in the manner specified in the Purchase Order. Supplier acknowledges that ALSG has strict requirements as to the scheduled delivery and/or completion dates for Goods or Services ordered which are essential to the operation of ALSG's business.

3.4.2. The time stipulated for delivery of the Goods or completion of the Services is of the essence and shall not be altered without the express written consent of ALSG. The Supplier shall advise ALSG immediately in writing of the earliest possible date on which delivery or completion can be made if the Supplier cannot meet the delivery or completion time stipulated but ALSG reserves the right to cancel the Purchase Contract if the Goods or Services cannot be or are not delivered or completed within the time stipulated in the Purchase Contract.

3.4.3. If the Supplier should fail to effect delivery or completion of any Goods or Services by the times or dates specified in the Purchase Contracts or fail to supply Goods or Services which conform to the specifications, ALSG shall be entitled to purchase such Goods or Services as remain undelivered or uncompleted from other available alternative sources and the Supplier shall make good to ALSG all losses, damages, costs, charges and expenses which ALSG may sustain or incur by reason of such delay, including any sums which ALSG may be required to pay to these other available alternative sources in excess of the price of the Goods or Services which have been undelivered or uncompleted.

3.4.4. The liquidated damages for late delivery is 0.5% per day up to a maximum of 10% of the contract value for every day that the Goods remain undelivered or the Services remain uncompleted.

#### **3.5. TITLE AND RISK**

3.5.1. Title in the Goods shall pass to ALSG at the time when the Goods are delivered to the destination and only upon acceptance of the Goods by ALSG after the inspection.

3.5.2. The Goods shall remain at the Supplier's risk until acceptance by ALSG.

#### **3.6. WARRANTIES AND REPRESENTATIONS**

Without prejudice to any implied warranty, conditions or other terms, or any duty at common law, the Supplier hereby warrants and represents to ALSG that:-

3.6.1 the Goods or Services to be supplied under this Purchase Contract are merchantable and fit for purpose;

3.6.2 the Goods or Services will correspond with the specifications at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of delivery of the Goods or the date on which the Services are provided. If ALSG gives written notice to the Supplier within the warranty period of any defect in the Goods arising under proper use from faulty design, materials or workmanship, the Supplier shall at its own cost immediately, and without prejudice to any other right of ALSG, replace or repair the defective Goods;

3.6.3 any advice or recommendation given by the Supplier or its agents regarding the transporting, storage, operation or use of the Goods, together with notice of potential hazards and safety precautions to be taken, is true and correct and may be acted upon by ALSG at the Supplier's risk; and

3.6.4 in the performance of this order, the Supplier has complied with or will comply with all applicable domestic, foreign, local laws and ordinances including but not limited to any laws relating to goods and their import or export, labeling packaging consumer protection, safety and the provision of guaranties to governmental authorities and all lawful orders, rules and regulations thereunder.

#### **3.7. INTELLECTUAL PROPERTY**

3.7.1. The Supplier warrants that the Goods or Services to be supplied do not infringe any intellectual property rights including patents, designs (whether registered or not), copyright and trade marks, and undertakes to indemnify ALSG against all royalties or licence fees (to the extent not specifically provided for) and against all damages, losses or costs suffered by ALSG in respect of any breach of this warranty. The Supplier will give ALSG all such support and assistance as ALSG reasonably requires in defending any claim that the Goods or Services infringe an intellectual property right. If it should come to ALSG's knowledge that a claim may arise under this warranty, ALSG reserves the right to determine the Purchase Contract forthwith on written notice and without further liability.

- 3.7.2. All intellectual property rights, including patents, trade marks, designs and copyright, arising out of the production of the Goods or the performance of the Services specifically for ALSg shall belong to ALSg unless specifically agreed otherwise by ALSg in writing, and the Supplier agrees at ALSg's expense to execute all documents and do all such other things as may reasonably be required to assign such rights to ALSg. All copies of any designs and drawings and of any other relevant documentation prepared by the Supplier or any third party on Supplier's behalf for the production of the Goods or the performance of the Services shall be provided to ALSg on request.

#### **4. ALSG'S TERMS AND CONDITIONS OF WORK AND SAFETY CODE OF PRACTICE FOR CONTRACTORS**

- 4.1 The Supplier must at all times abide by ALSg's terms and conditions of work as provided in the Purchase Contract and the Safety Code of Practice for Contractors (the "Code"). The Supplier shall make good to and indemnify ALSg against any losses, damages, costs or expenses incurred or sustained by ALSg by reason of the Supplier's breach of the terms and conditions of work and the Code. The Supplier is referred to as the "Contractor" in the Code.
- 4.2 The Supplier shall ensure that its workers and sub-contractors shall comply fully with ALSg's Life Savings Rules (LSR) and shall adhere to PPE requirements (including wearing Nomex working uniform, gloves, goggles, helmet, safety shoes) and such other requirements communicated by ALSg from time to time) at all times when carrying out work within ALSg's premises or under its instructions.

#### **5. OTHER PROVISIONS**

##### **5.1. CONFIDENTIALITY**

All plans, drawings, specifications, patterns or other technical information, artwork or origination provided by ALSg relating to the Goods or Services and all information provided by ALSg to the Supplier relating to the Purchase Contract ("Confidential Material") shall be returned to ALSg in good condition upon completion of the Purchase Contract. No such Confidential Material shall be shown nor its contents disclosed to any other person nor shall it be copied or used for any purpose other than for the purpose of the Purchase Contract. The provisions of this Clause shall not apply to information already known to the Supplier through sources owing no obligation of confidentiality to ALSg or which becomes public knowledge otherwise than through the default of the Supplier.

##### **5.2 DATA PROTECTION**

5.2.1 Where Supplier in the performance of the Purchase Contract collects and processes Personal Data (as defined by Personal Data

Protection Act, 2012) of ALSg's employees, contractors or business partners, then Supplier agrees and warrants that Supplier shall:

- (a) comply with all applicable provisions of Personal Data Protection Act, 2012 and all subsidiary legislation related thereto (collectively "Data Protection Laws") as applicable.
- (b) process and use Personal Data only in so far necessary and only use it for the purposes for which ALSg disclosed the Personal Data, in accordance with the instructions of ALSg or as is necessary for ALSg to fulfill its obligations under the Data Protection Laws.
- (c) keep the Personal Data confidential and limit its disclosure to its employees on a need to know basis and only for the purposes of processing for which such Personal Data was disclosed by ALSg. To the extent Supplier allows sub-contractor/s to process the Personal Data, Supplier shall ensure that it binds such sub-contractor/s to obligations which provide a similar level of protection as this Clause 5.2.1.
- (d) take appropriate technical, physical and organizational security measures to protect the Personal Data against loss, destruction, alteration, unauthorized or unlawful access and/or processing and promptly inform ALSg of any actual or suspected security incident involving the Personal Data
- (e) where the Personal Data is to be transferred to another country, not to do so without having obtained consent of the individual whose Personal Data is to be transferred to another country.
- (f) upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data.

5.2.2 In the event that Supplier will be or may be disclosing to ALSg any Personal Data in pursuance of the Purchase Contract including the Personal Data of third parties or that of Supplier's employees, agents or contractors, Supplier represents, undertakes and warrants that:

- (a) Supplier has the valid authority of such individuals whose Personal Data Customer discloses to ALSg and that Supplier, prior to disclosing such Personal Data to ALSg, has obtained consent from the individuals whose Personal Data are being disclosed, to:
  - (i) permit Supplier to disclose the Personal Data to ALSg for purposes of carrying out the Supplier's or ALSg's obligations under the Purchase Contract;

(ii) permit ALSg to collect, use, disclose and/or process the Personal Data for purposes of carrying out the Supplier's obligations under the Purchase Contract in accordance with ALSg's Personal Data Protection Policy listed on its website [www.sg.airliquide.com](http://www.sg.airliquide.com)

(b) any Personal Data that Supplier discloses to ALSg are accurate and to give ALSG notice in writing as soon as practicable should it be aware that any such Personal Data has been updated and/or changed after such disclosure;

- 5.2.3. Supplier accepts and confirms that it is solely liable for any of Supplier's breaches, howsoever caused, under Clause 5.2.1 and 5.2.2 and undertakes to indemnify and hold harmless ALSg, their employees, contractors or business partners from any damages, costs, claims and liabilities including legal costs which may be suffered or incurred by ALSg in respect of any event by reason of any breach by Supplier of any provisions in this Clause.

### 5.3 **DEFAULTS - BANKRUPTCY – CANCELLATION**

ALSg may cancel the Purchase Contract in whole or in part without liability to Supplier by written notice: (a) if the Supplier becomes insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any foreign or domestic bankruptcy laws is filed against the Supplier, or if there are any proceedings commenced against Supplier whether in Singapore or overseas; or (c) if Supplier defaults in performance or shall so fail to make progress in the work as to endanger performance and Supplier does not remedy such default within ten (10) days after written notice by ALSg. After receipt of notice of any such cancellation, the Supplier shall automatically transfer to ALSg the title of any Goods that have already been delivered. If there should be Services that are not completed and a third party is engaged to complete the Services, the Supplier shall be liable for any additional cost that is above the agreed contract price.

### 5.4 **CODE OF CONDUCT**

ALSg is an affiliate of the Air Liquide Group. Supplier has read and understood Air Liquide Group's Guidelines for Code of Conduct (as attached as Appendix 1 to these Conditions) and acknowledges that it shall comply with the principles contained therein. To the extent reasonably practicable and necessary, Supplier shall render such co-operation as ALSg requests from it to help ensure that Supplier is not in breach of Air Liquide Group's Guidelines for Code of Conduct, including, as applicable, facilitating an audit conducted by an independent auditor appointed by ALSg for the purposes of ensuring compliance with Air Liquide's Group's Guidelines for Code of Conduct (it being understood that such audit will be limited in scope to the specific issue at hand and shall be conducted in a manner so as not to interfere with the business of the supplier). ALSg has the right to terminate any Purchase Contract should ALSg determine that there has been corruption on the part of the Supplier.

### 5.5 **FORCE MAJEURE**

Notwithstanding any other provision of the Purchase Contract, neither party shall be liable to the other party or be deemed to be in breach of the Purchase Contract by reason of any delay in performing, or any failure to perform, any obligations under the Purchase Contract, to the extent that the delay or failure was due to any cause beyond the party's reasonable control and not as a result of that party's negligence or lack of due diligence.

### 5.6 **PUBLICITY**

The Supplier shall make no reference to ALSg in any publicity release, advertising promotion or any other announcements without ALSg's agreement in writing.

### 5.7 **INDEMNITY & INSURANCE**

- 5.7.1 The Supplier shall indemnify ALSG against any liability, loss, cost, expense, damage or injury in consequence of a defect in design (other than a design made furnished or specified by ALSG), materials or workmanship or any breach by the Supplier of a Purchase Contract except to the extent that such liability, loss, cost, expense damage or injury is due to the negligence of ALSG.

- 5.7.2 Unless otherwise stated in the Purchase Contract, the Supplier shall be deemed to have arranged for and the Supplier's price shall be deemed to include the cost of all necessary insurances. In particular, insurance must be effected for:

- (a) full public and in the case of supply of Goods, product liability insurance for not less than Singapore Dollars one million (S\$1,000,000) for any one incident;
- (b) and Workmen Compensation Insurance

In both cases the policies shall have ALSg as joint-insured with a "Cross-Liability" clause included and Supplier shall provide evidence of these insurances upon ALSg's request.

### 5.8 **WAIVER**

No waiver of any rights under this Purchase Contract shall be deemed to be made by ALSG unless the same is in writing and signed by ALSg or its duly authorized representatives.

No waiver by ALSg of any breach of the provisions of this Purchase Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 5.9 **GOVERNING LAW AND LEGAL CONSTRUCTION**

- 5.9.1 These Conditions and the Purchase Contract shall be governed by and construed in accordance with the Laws of Singapore.

- 5.9.2 The headings herein are for guidance only and do not form part of these Conditions.

- 5.9.3 A person who or which is not a party to the Purchase Contract shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of the Purchase Contract.
- 5.10 **DISPUTE RESOLUTION**  
Any dispute arising out of the Purchase Contract or its performance, which cannot be settled amicably by the parties shall be finally settled under the Rules of Arbitration of the Singapore International Arbitration Centre by three arbitrators appointed in accordance with the said Rules. The arbitration award shall be final and binding. The place of arbitration shall be Singapore and the language of arbitration shall be English.
- 5.11 **ENTIRE AGREEMENT**  
These Conditions and the Purchase Contract contains the entire agreement between the parties hereto and supersedes all previous writings, understandings and parts of letters of intent or agreements with reference to the subject matter hereof only.
- 5.12 **VALIDITY**  
Should any provision of these Conditions or the Purchase Contract become invalid or unenforceable, it shall be considered severed and shall not affect the validity of the remainder of these Conditions and the Purchase Contract.
- 5.13 **CONFLICT**  
Should there be any conflict between these Conditions and a Purchase Order or a Purchasing Agreement, the Purchase Order or the Purchasing Agreement shall prevail.
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**We have read and understood the above ALSg General Conditions Of Purchase and confirm full acceptance and compliance.**

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Company stamp :** \_\_\_\_\_

**PLEASE COMPLETE AND RETURN TO PURCHASING MANAGER**