

CATTEL ENGINEERING (PTE) LTD GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The following terms shall have the meaning set out below:
"CATTEL" means CATTEL ENGINEERING (PTE) LTD
"Conditions" means the General Terms and Conditions of purchase set out in this document
"Contract" means the contract for supply of Goods and/or the performance of Services the subject of this Purchase Order and these Conditions
"Contract Price" means the price as is set out in the PO
"Goods" means the goods and materials, including therefore any documents thereof, to be supplied by Seller as specified in the PO and any part thereof
"Main Contract" means the Contract, if any, entered into between CATTEL and the Owner, Employer or Developer, or authorized representative.
"Owner" or "Employer" means the party with whom CATTEL has entered into a Main Contract and shall include any Consultant engaged by them or their authorized representative(s)
"PO" means CATTEL's Purchase Order
"Seller" means the person or entity with whom CATTEL has entered into Contract the subject matter of this PO
"Services" means the services which the Seller is required to perform under the Contract as described in the PO
"Works" means the Goods and Services to be supplied and/or performed by the Seller as specified in the PO or Contract

2. **ACCEPTANCE:** The Seller, by the acceptance of this PO, agrees to all the terms and conditions hereof. The terms and conditions set forth herein and on the face of the PO to which these terms and conditions are attached constitute the entire agreement of the parties and supersede, and take precedence over any and all previous oral or written representations, agreements, commitments or understandings of any kind. Any deletions, modifications, alterations or additions to these terms and conditions shall be void unless agreed to in writing by the parties.

3. **MAIN CONTRACT:** The Seller, by the acceptance of this PO, shall be deemed to have full knowledge of the Main Contract, if any, and is satisfied with the full extent, character and nature of its obligations under the Contract and its relationship with, and impact on, the Main Contract.

4. **SCOPE OF CONTRACT:** The Seller shall carry out and complete, in strict compliance with the Conditions set out herein and to the complete satisfaction of CATTEL, the supply of all Goods and/or perform the Services as is set out in the PO and any attachments hereto (including any, whether by reference or otherwise, any drawings, descriptions or specifications of the Main Contract and any other documents such as Schedules of Rates, or quotations or acceptances, which shall form part of this Contract. All such documents shall be construed as a whole together with these Conditions, with no special priority other than that accorded by law to any one particular class of document.

5. TRANSACTIONAL PROVISIONS

5.1 DELIVERY (GOODS) & COMPLETION (SERVICES)

- 5.1.1 The Seller shall deliver the Goods (including any installments or part thereof) to the designated Place of Delivery stated in the PO.

- 5.1.2 Time is of the essence in this Contract and all commencement, delivery and/or completion date(s) specified in the PO or Contract shall be strictly adhered to. The Seller shall give CATTEL notice in writing immediately if any delay is foreseen and take all steps necessary at its own costs to expedite delivery or completion, as the case may be, to ensure compliance with the delivery date(s) specified in the PO or PO.

- 5.1.3 The Seller shall deliver such quantity of Goods as stated in the PO or Contract and CATTEL reserves the right to return any excess delivery at the Seller's expense unless prior written consent has been given to the by CATTEL to the Seller.

- 5.2 **PACKING:** The Seller shall ensure that all Goods delivered are properly and adequately packed in accordance with best commercial practices to protect the Goods against damage and corrosion during transportation, handling and storage. CATTEL reserves the right to reject any delivery that is deemed by the CATTEL not to have been packaged adequately.

- 5.3 **TITLE TRANSFER:** Unless otherwise specified in the PO, title to the Goods shall pass to CATTEL upon payment by CATTEL of the relevant undisputed invoices. Title to other work in progress, including installation and construction Services, shall pass to CATTEL as performed. Notwithstanding delivery, all risk of loss, injury or destruction of the Goods shall be the Seller's until title passes to CATTEL.

5.4 CONTRACT PRICE

- 5.4.1 The Contract Price shall be the price set out in the PO. All additions thereto and deductions therefrom as a result of variation orders issued by CATTEL shall be based on unit rates as stated in the PO or Contract, or in the absence of the same, on rates of equivalent Goods or Services in the industry, or in the absence of such rates, on rates to be mutually agreed by the Parties.

- 5.4.2 The Contract Price shall be a complete remuneration to Seller for the performance of all of the Seller's obligations under the Contract, including any tax, duties or other fees that may be payable, whether imposed in Singapore or elsewhere. Where any part of the Contract Price is expressly stated in the PO or Contract to be on a cost-reimbursable basis, the Seller shall give CATTEL access at all reasonable times to and the right to reproduce the Seller's records so as to allow CATTEL to audit and verify the costs constituting that part of the Contract Price. Such right of CATTEL shall subsist, and the Seller shall preserve its records for this purpose, for twenty-four (24) months after termination of the Contract, whether by completion or earlier termination of the employment of the Seller as may be permitted under these Conditions.

5.5 PAYMENT TERMS

- 5.5.1 Unless stated otherwise in the PO or the Main Contract, but subject always to clause 5.5.5 below, CATTEL shall pay 90%, or such other percentage as may be prescribed by the Main Contract, of all undisputed invoices of the Seller submitted in accordance with the Conditions stated in 5.5.2, within 30 days from the date of receipt of undisputed invoice by CATTEL. The sum equivalent to 10% of the undisputed invoice shall be held as Retention Monies until the certification of the satisfactory completion of the Seller's obligations, the expiry of Seller's Warranties obligations under clause 6, Maintenance or Defects Liability obligations under clause 5.10, or the issuance of a Maintenance Certificate for the Works by the Architect under the Main Contract, whichever is later.

- 5.5.2 All Seller's invoices shall set out full particulars of the item(s) invoiced and any other particulars as may be reasonably required by CATTEL, fully evidenced by all relevant supporting documents.

- 5.5.3 If CATTEL disputes any invoice or any part thereof it shall notify the Seller in writing and return the invoice within 21 days of its receipt of the same. The Seller shall thereafter prepare an amended invoice in respect of the undisputed items, which CATTEL shall then pay in accordance with clause 5.5.1 above.

- 5.5.4 CATTEL shall be entitled to withhold payment in respect of all disputed invoices and/or items until settlement of the dispute in accordance with these Conditions. In addition CATTEL shall be entitled to withhold from any payment due to Seller such amounts as it may reasonably deem necessary to answer any claim, liability, loss, or any reimbursement for cost or expense incurred whatsoever that CATTEL has or may have against the Seller for or in respect of this Contract or any other contract which the Seller has entered or may hereafter enter into with CATTEL. Such withholding or deduction under this clause 5 shall not constitute a breach of Contract by CATTEL.

- 5.5.5 Where the Works herein form part of the scope of works under a Main Contract, the Seller will be paid within fourteen (14) days after payment of CATTEL by the Owner following certification by the Architect of the amounts paid to CATTEL and accordingly due to the Seller in accordance with the relevant provisions of the Main Contract.

5.6 VARIATIONS

- 5.6.1 CATTEL may order any variation of the Works at any time. In the event that such variation has a cost and/or time impact on the Works, the parties shall mutually agree on an equitable adjustment to the Contract price and/or delivery/completion times.

5.7 TAX

- 5.7.1 Except where the relevant laws prescribe that CATTEL is to bear such payments without reimbursement from the Seller, the Seller shall be responsible for all taxes or other charges imposed by law on the sale or import of Products or the performance of Services under this Contract, including but not limited to, those imposed by all governmental authorities, foreign taxes, duties, assessments or charges, if any, and hold the CATTEL harmless from all such taxes and/or charges. If the Seller makes payments for any such taxes and/or charges on CATTEL's behalf, CATTEL shall reimburse the Seller for any payment of such taxes and/or charges. Such reimbursements shall be due after thirty (30) days from the date of submission of relevant receipts of payment by the Seller to CATTEL. Any taxes and/or charges imposed shall not be considered as part of the Contract Price.

- 5.7.2 The Seller shall be responsible for obtaining all the necessary licenses, permits and authorizations required by any governmental agency for the purchase, import or export of the Products or provision of the Services and all fees and charges involved.

5.8 FORCE MAJEURE

- 5.8.1 The term 'Force Majeure' shall mean any circumstance which is unforeseeable, sudden, insurmountable and outside the control of the Parties and not caused by the action, omission or negligence of the Party or its subcontractors claiming suspension, which, without limiting the foregoing, may include acts of God, embargoes, epidemic, flood, explosion, fire, lightning, earthquake, storms of unusual severity, war (whether declared or not), revolution, riot or other civil disturbance, military action, insurrection, terrorist or anti-Government acts, strike (except the strike of the Seller's Personnel or the personnel of Seller's subcontractors), acts or omissions of Government bodies, Court order, but shall exclude lack of finances or increased costs of raw materials or labour.

- 5.8.2 Either party shall be excused from performance of its obligations under this Contract when and to the extent that performance is delayed or prevented by an event of Force Majeure provided that the party so wishing to invoke this clause 5.9.2 shall promptly notify the other in writing of the cause upon which it relies, including reasonably full particulars in respect thereof.

- 5.8.3 In the event delivery of the Goods or performance of the Services, in the reasonable opinion of either party, could be delayed beyond the delivery, commencement or completion date for a period in excess of 7 days, then either party shall so notify the other in writing and CATTEL shall either (a) cancel the PO or (b) authorize Seller to complete the Order with such adjustments as are agreed upon in writing by both parties. Upon cancellation of the PO pursuant to 5.9.3, the Seller shall only be entitled to payment for all Goods delivered and accepted or Services satisfactorily completed up to the effective date of termination.

5.9 COMPLETION AND DELAY

- 5.9.1 The Seller will carry out the Works with diligence and due expedition at all times, and will commence and complete the same or deliver all Goods by the date(s) specified in the PO, or such other date(s) as may be agreed to by CATTEL.

- 5.9.2 In the event that the delivery of the Goods and/or the completion of the Services is delayed beyond the dates specified in the PO, CATTEL shall be entitled to deduct from any sums due or payable to the Seller Liquidated Damages calculated at the rate of S\$2,000 per calendar day of delay or any rate for Liquidated Damages specified in the Main Contract for which CATTEL may be liable in respect of delay thereon as a result of the Seller's delay, whichever is greater.

- 5.9.3 Without prejudice to, and in addition to the liquidated damages referred to in 5.9.2, CATTEL may set-off against any monies due to the Seller under this Contract, such loss or damage suffered or incurred by him as a result of the failure of the Seller to carry out the Works with diligence or due expedition or to complete the Works by the date or dates specified in the PO.

5.10 MAINTENANCE UPON COMPLETION

- 5.10.1 The Maintenance Period for the Works shall (a) in respect of Goods, be for 24 months from delivery or 12 months from delivery, whichever is earlier; (b) in respect of Services, be for 12 months from the date of satisfactory completion of the Services; or (c) commence on and continue for the duration of the Maintenance Period as is set out in the Main Contract, whichever of (a), (b) or (c) is later.

- 5.10.2 During the Maintenance Period, CATTEL may at any time give directions or instructions to the Seller to make good any defects, omissions or other faults which may be or become apparent in the Works. If the cause of the same is due or found to be due to any breach by the Seller of any of his obligations expressed or implied under this Contract, then he shall

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be responsible for making good the same or making arrangements therefore at his own expense on the direction of CATTEL. If the said defects have occurred despite compliance with this Contract in all respects by the Seller, he shall be entitled to payment at a reasonable price basis for compliance with any instruction of CATTEL to make good the same. The Seller's obligations to make good any defects, omissions or other faults in the Works shall be in addition to any other obligations it may have, including warranty obligations, in this Contract.

5.10.3 When all defects notified by CATTEL to the Seller have been made good by the Seller in compliance with CATTEL's directions or instructions, CATTEL shall issue a certificate to that effect (here referred to as a "Sub-Contract Maintenance Certificate") provided that notwithstanding anything under this clause, CATTEL shall not be obliged to issue the Sub-Contract Maintenance Certificate before the issue of the Maintenance Certificate by the Architect under the Main Contract but shall do so as soon as practicable after the issue of the said Maintenance Certificate by the Architect. The Sub-Contract Maintenance Certificate shall finally discharge the Seller from any further physical attendance upon the Works for the purpose of making good defects, but shall not prejudice any other rights of CATTEL in regard to defective work, or any breaches of the Contract whether previously or subsequently discovered.

6. WARRANTIES, INDEMNITIES & LIABILITIES

6.1 INSPECTION AND WARRANTIES

6.1.1 CATTEL may, at any time during this Contract, inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the Contractor with all assistance and facilities reasonably required for such inspection and testing.

6.1.2 Upon delivery, CATTEL shall as soon as practicable inspect the Goods. The initial inspection and any inspection thereafter by CATTEL is a conditional acceptance and is without prejudice to CATTEL's right to return Goods to the Seller for breach of warranty and/or defects, latent or otherwise, that becomes or is apparent during installation and/or any subsequent tests. Any articles or materials not accepted by CATTEL will be returned to the Seller at the Seller's expense for credit at full price.

6.1.3 If as a result of inspection or testing CATTEL is not satisfied that the Goods will comply or comply in all respects with the PO, and CATTEL so informs the Seller within ten (10) days of such inspection or testing, the Seller will replace any defective goods immediately and/or shall take such steps as are necessary to ensure compliance.

6.1.4 In the absence of express provision to the contrary the Seller will so execute, complete and maintain the Works in conformance with the PO, and/or the Specifications and other Documents in the Main Contract and will do all things necessary to ensure that no breach shall occur in any of CATTEL's obligations to the Owner under the Main Contract arising out of the Works, and so that there shall be no inability on the part of CATTEL to give notice or otherwise protect his financial position under the Main Contract in regard to the Works or any instructions or direction of the Architect relating thereto of which the Seller is made aware.

6.1.5 The Seller warrants that any Goods supplied by the Seller under this Contract shall conform to the specifications, drawings, samples or other descriptions in the PO and/or furnished by CATTEL (including such specifications that may be referred to in the Main Contract), and that the Goods are new, free from any defects in material and workmanship, of merchantable quality and fit for their intended purpose for a period of twenty-four (24) months from the date of delivery or twelve (12) months from the date of first use, or for such other period as may be specified in the Main Contract, whichever is later (**the Goods Warranty Period**).

6.1.6 The duration of the warranties set forth in Clause 6.1.5 with respect to the Goods, and any associated services, which are repaired, replaced, modified or otherwise altered, shall extend for a period of 12 months from the date of completion of such repair, replacement, modification or alteration.

6.1.7 The Seller warrants to CATTEL that any Services performed by the Seller under this Contract will be performed by appropriately qualified and trained personnel, with due care and diligence and in accordance with the highest industry standards and in due compliance at all times with all applicable laws.

6.1.8 If any Service performed is found within twelve (12) months from the date of completion and acceptance of Services by CATTEL to be deficient (**the Services Warranty Period**), the Seller shall, within seven days of written notification by CATTEL, re-perform the same and/or rectify all defects, at Seller's expense. The Services Warranty Period for the re-performed Service shall be extended by a period equivalent to the period commencing from the date of notification by CATTEL of the defective Service to the date of completion, and acceptance by CATTEL, of the re-performed Service.

6.1.9 In the event the Seller fails to repair, replace, modify or alter any defective Goods or re-perform any defective Services in a timely manner, CATTEL reserves the right to either perform the rectification works itself, or through a third party, at the Seller's costs, or to terminate this Sub-Contract for Seller's default.

6.1.10 In so far as and to the extent that there has been reliance by CATTEL upon the skill and judgment of the Seller in regard to the design or suitability of a part or parts of the Works or Goods or materials or Services in this Contract, the Seller undertakes that such part or parts of all the Works shall be fit for the purpose for which they are known to be required.

6.1.11 Nothing herein shall prejudice or limit CATTEL's rights to claim for all loss and damage under this Contract or at law.

6.2 INDEMNITIES AND LIABILITIES

6.2.1 Without prejudice to Clause 6.5.3 of these Conditions, the Seller will indemnify and hold harmless CATTEL against any liability incurred by CATTEL to any person, whether the Owner under any Main Contract or third parties, and against all claims, damages, costs and expense made against or incurred by CATTEL, by reason of any negligence, default or breach by the Seller of this Contract.

6.2.2 The Seller shall be liable for and shall defend, indemnify, release and hold CATTEL harmless from and against all costs, damages, losses, fines, penalties, expenses (including court costs and reasonable attorney's fees) and liabilities (including any Environmental Liabilities) arising out of claims, demands, or causes of action brought by any person or entity for bodily injury to or death of, any person, including any employee of the Seller or its,

subcontractors, servants or agents, subsidiary, or affiliate (the "Seller Group"), or for damage to or loss of any property (real or personal) owned or leased by CATTEL, any third party and/or the Seller, which injury, death, damage, liability, claim, demand or loss arises out of or is incidental to the performance of this Contract, except to the extent that such injury, death, damage or loss arises directly from the negligence or willful misconduct of CATTEL.

6.2.3 The Seller will indemnify the Contractor against any liability of CATTEL to indemnify the Owner under any provisions of the Main Contract in so far as that liability may arise out of or in the course of or by reason of the carrying out of this Contract and is not due to any negligence or willful act or omission or breach of this Contract by CATTEL, his servants or agents or any other Sub-Contractors (other than Seller) employed by CATTEL and their servants or agents.

6.2.4 The indemnities given under these clauses shall not be defeated or reduced by reason of any failure on the part of CATTEL to supervise or control the work or temporary works or working methods of the Seller in any case where it is not his express contractual obligation to do so under the terms of this Contract.

6.2.5 In no event whatsoever, whether as a result of breach of contract, indemnity, tort (including negligence), strict liability or otherwise at law, shall CATTEL be liable to Seller for loss or profit or revenues, loss of anticipated earnings, loss of use or loss of contract or for any special, consequential, incidental, indirect or exemplary damages of any kind whatsoever.

6.3 TERMINATION

6.3.1 CATTEL may, without prejudice to any other rights or remedies including his right to treat this Contract as repudiated by the Seller under general law, terminate this Contract or reject all or any part of the undelivered Goods if:

- (a) the Seller fails to deliver the Goods, or any part thereof, or complete the Services in accordance with the delivery and/or completion dates set out in the PO, or
- (b) in the reasonable opinion of CATTEL the Works cannot be delivered or completed in compliance with the delivery or completion dates set out in the PO, or
- (c) if the Contractor is in breach of any of the Conditions of the Contract

by giving the Seller written notice of termination. If Seller fails to rectify the defect or deficiency to the satisfaction of CATTEL within 7 days (or such extensions as CATTEL may otherwise specify) of the date of such written notice the Contract shall automatically terminate.

6.3.2 Upon a termination under 6.3.1 CATTEL shall be entitled to damages on the same basis as if the Seller had wrongfully repudiated this Contract, and CATTEL shall be liable to pay the Seller only for his satisfactorily completed work, the value of the same being calculated on the basis of the Contract Prices or the value to CATTEL of the work as carried out whichever shall be less. Further, in the event of such termination, CATTEL shall have the right to perform the Works or the relevant part(s) thereof themselves or engage third parties to perform the same at Seller's cost. The Seller shall in such event pay CATTEL for all costs in excess of the Seller's Contract price for the relevant Works. CATTEL shall be entitled to deduct these costs from any monies that may be payable to the Seller as set out herein or if there be no such monies due, or if there is a shortfall, then such costs shall be a debt immediately due and payable by Seller to CATTEL without demand.

6.3.3 Notwithstanding 6.3.1, should the Seller commit an act of bankruptcy or become bankrupt or insolvent or enter into any agreement of composition or deed of arrangement with his creditors, or if, being a company, a winding up order is made, or if a receiver or manager of the Seller's undertaking is appointed or possession taken or execution levied by creditors or debenture holders or under a floating charge or if a judicial manager is appointed, the Contract shall be automatically terminated with the same consequences as under clause 6.3.2 hereof.

6.3.4 Should the employment of CATTEL under the Main Contract or the Main Contract itself be terminated for any reason whatsoever, CATTEL shall be entitled forthwith to determine this Contract. Unless the termination of the Main Contract was caused or contributed to by any default or breach of contract by the Seller (in which event the Seller shall be liable to the Contractor on the same basis as in clause 6.3.2 hereof) the Seller shall in that event be entitled to payment for any work satisfactorily completed or materials delivered and accepted by CATTEL on a reasonable price basis.

6.4 INTELLECTUAL PROPERTY (IP)

6.4.1 The Seller warrants that the Goods or Services supplied under this PO will not infringe any patents or other proprietary right of another person and Seller shall indemnify and save CATTEL (and Owner) harmless from any expense (including any legal and court fees), loss, cost, damage or liability which may be incurred on account of any such infringement. In the event the Goods or Services, or any component or parts thereof, infringes any patent or other proprietary right of another person, Seller shall, at its sole cost, risk and expense, take all steps and make such modifications as may be necessary to make the services, or any component thereof, non-infringing but still capable of meeting the specifications of the PO. The warranties and remedies given hereunder shall survive termination of this Contract.

6.4.2 Unless expressly authorized by CATTEL, the Seller shall not be entitled to use any Intellectual Property (IP) owned or used by CATTEL or any related company. For the avoidance of doubt, any IP in any results, report, data or information generated or produced by CATTEL or any other person on behalf of CATTEL as a result of or for purposes of this Contract shall be owned by CATTEL.

6.5 CONFIDENTIALITY

6.5.1 All information concerning or arising out of the Contract provided by CATTEL to the Seller shall, subject to the following, be treated by the Seller and any person employed or retained by it as strictly confidential. The Seller shall take all steps necessary to protect the confidentiality of CATTEL's information.

6.5.2 The Seller shall be entitled to use and disclose such confidential information to third parties where it is necessary, in the reasonable opinion of the Seller, in relation to the procurement or fabrication of the Goods, operation or maintenance of the Goods, the provision of the Services or to comply with its obligations under this Contract Seller or in relation to any statutory or other legal requirement, provided that such third party is bound by confidentiality obligations equivalent to those of the Sub-Contractor under this Contract.

6.5.3 Designs, drawings, data, blueprints or other information furnished to the Seller by CATTEL shall remain the property of CATTEL and Seller shall be responsible for all loss or damage

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thereto. Upon completion, cancellation or termination of this order, all such materials shall be held free of charge by Seller pending instructions by CATTEL for the return, retention or destruction of such materials. CATTEL accepts no obligation of confidence to Seller with respect to any ideas, data or information divulged by Seller, or equipment, operations or designs witnessed by CATTEL at Seller's plants.

6.5.4 In the event of a breach by Seller of any of the confidentiality obligations in this clause 6.3, this PO, at the option of CATTEL, may be subject to immediate cancellation. Such cancellation shall not constitute CATTEL's exclusive remedy, but shall be in addition to any rights or remedies hereunder and under any applicable law including the right to injunctive relief from the courts.

6.5.5 The confidentiality obligations set out in this clause 6.5 shall survive termination of the Contract but shall not apply to any information which:

- (a) at the date of this Contract is in the public domain or subsequently comes into the public domain through no fault of the recipient and not in breach of this agreement;
- (b) was already known to the recipient on the date of disclosure, provided that such prior knowledge can be substantiated and proved by documentation;
- (c) properly and lawfully becomes available to the recipient from sources independent of the supplying Party

7. CONTRACT ADMIN

7.1 HEALTH, SAFETY & REGULATIONS

7.1.1 The Seller shall perform all Services, and supply all Goods hereunder diligently and carefully in a good workmanlike manner and shall furnish all skills, labour, supervision, equipment (including all necessary Personal Protection Equipment (PPE)), materials and supplies required therefore unless otherwise expressly stated.

7.1.2 The Seller shall perform the Works in strict compliance with CATTEL's approved work safety procedures. The Seller shall ensure that the performance of its obligations hereunder shall not interfere, or interfere minimally with prior notice to CATTEL, with the worksite operations of CATTEL or other Sellers or subcontractors. On satisfactory completion, and acceptance by CATTEL, of its obligations under this PO, Seller shall leave the worksite clear of all tools, equipment, rubbish and debris.

7.1.3 The Seller shall in the performance of its obligations under the Contract comply with all applicable laws or regulations and the directions of CATTEL and/or CATTEL's authorized representatives.

7.1.4 The Seller shall ensure it, and its employees, subcontractors and agents are thoroughly familiar with, and shall at all times comply with, CATTEL's prevailing health, safety and environmental rules and regulations.

7.1.5 CATTEL reserves the right to require the removal of any of the Seller's employees from the worksite upon written request (without need for a reason to be ascribed thereto) and the Seller shall, at Seller's cost, forthwith remove and provide an acceptable and suitable replacement therefore.

7.1.6 The Seller shall ensure that neither it, nor any of its employees, servants or agents shall take any action that may subject CATTEL to liability or penalty under the Contract, the Main Contract or any law and shall indemnify and hold harmless CATTEL against any such liability or penalty.

7.2 INSURANCE

7.2.1 The Seller shall, without limiting any of its obligations or liabilities under these Conditions, obtain and carry at all times for the duration of this Contract all insurances necessary to cover all its obligations under this Contract including but not limited to insurance coverage for all Goods in transit and work in progress. All deductibles under any of Seller's abovementioned policies shall be for the account of Seller solely.

7.2.2 The Seller's indemnity obligations and liabilities under these Conditions shall not be limited in amount or scope to any insurance coverage.

7.2.3 The Seller shall obtain from its insurers a waiver of rights of subrogation against CATTEL and, with the exception of Workmen Compensation/Employer's Liability, obtain an endorsement of its policies naming CATTEL as an additional insured thereunder to the extent of Seller's obligations and liabilities contained in these Conditions, to the extent permitted under applicable law.

7.2.4 The Seller shall within 7 days from the date of this Contract furnish certificates of insurance to CATTEL evidencing the currency of the insurance and that such insurance shall not be cancelled without 30 days prior written notice to CATTEL.

7.3 INDEPENDENT CONTRACTOR & SELLER'S PERSONNEL

7.3.1 In performing the Works and all obligations under the Contract, the Seller shall be an independent contractor and not the agent or employee of CATTEL. The relationship of employer and employee shall not exist between CATTEL and Seller or any of Seller's employees.

7.3.2 The Seller acknowledges and agrees that it shall be solely responsible for payment of its employees' salaries and any other payments as may be required by law, including but not limited to Income Tax, Central Provident Fund contributions or Foreign Workers' Levy. The Seller agrees to indemnify and hold CATTEL harmless from any liability to any relevant authority resulting from Seller's or its employee's or its subcontractor's failure to make timely payment of, or timely filings with respect to, any obligations to make such payments.

7.3.3 The Seller warrants it shall not employ and/or deploy any person or foreign workers for purposes of the Contract in contravention of any applicable laws and regulations including but not limited to the Employment of Foreign Workers Act and/or the Immigration Act. The Seller agrees to indemnify and hold harmless CATTEL and any of its officers, employees, agents or servants against any liability, loss, penalties, damage or costs arising from any such infringement or breach of laws or regulations by the Seller.

7.4 GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore.

7.5 DISPUTE RESOLUTION

7.5.1 In the event of any dispute, controversies or differences arising out or in connection with this Contract, the parties agree to submit the matter to the Singapore Mediation Centre (SMC) for resolution by mediation in accordance with the SMC Mediation Procedure for the

time being in force. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

7.5.2 If the dispute has not been settled pursuant to mediation under clause 7.2.1 within 45 days following the filing of the Request for Mediation or within such other period as the parties may agree in writing, such dispute shall be, at CATTEL's option either be referred to (i) the courts of Singapore, (ii) arbitration in Singapore in accordance with the Rules of Arbitration of the Singapore International Arbitration Center (SIAC) for the time being in force which Rules are deemed incorporated by reference to this clause or (iii) arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Institute of Architects for the time being in force which Rules are deemed incorporated by reference to this clause.

7.6 ASSIGNMENT & SUBCONTRACTING: The Seller shall not novate, assign or subcontract the whole or any part of this Contract or any payment due or to be due to it hereunder, without the prior written consent of CATTEL (such consent, if given, shall not relieve Seller from responsibility for its obligations under this Contract notwithstanding the novation, assignment or subcontracting).

7.7 GENERAL CLAUSES

7.7.1 The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract.

7.7.2 The right of CATTEL to require strict performance of any of the terms and conditions herein shall not be affected by any prior waiver or course of dealing.

7.7.3 This Contract does not create or purport to create any right under the Contracts (Rights of Third Parties) Act or any subsequent amendment thereto, which is enforceable by any person or party who or which is not a party to this Contract. Any person or party who or which is not a party to this Contract shall have no right under the Act or subsequent amendment thereto, to enforce any of the terms and conditions therein.

7.7.4 No failure on the part of CATTEL at any time to enforce or require the strict adherence and performance of any of the terms and conditions of the Contract, shall constitute a waiver of such terms and conditions or affect or impair the effect of such terms and conditions or prejudice the rights or remedies of CATTEL at any time to avail itself or such rights or remedies as it may have for any breach of such terms or conditions.

7.7.5 The rights and remedies of CATTEL set forth in these Conditions are not exclusive and are in addition to all other rights and remedies of CATTEL at law.