

# General Terms & Conditions of Sale

## Endress+Hauser (S.E.A.) Pte Ltd

### 1. Basis of contract

- 1.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 1.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 1.3 The Contract constitutes the entire agreement between the parties, and no prior understanding, agreement, terms and conditions, verbal or otherwise, exists between the parties and/or should be implied into the Contract. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in the Contract.
- 1.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Supplier may amend these Conditions at any time at its discretion.
- 1.6 The Supplier may include additional terms and conditions in the Contract which shall apply in addition to these Conditions. Insofar as such additional terms and conditions are inconsistent or conflict with these Conditions, the additional terms and conditions shall be paramount.
- 1.7 Any quotation given by the Supplier shall not constitute an offer. It is only valid for a period of 30 days from the date of issue unless the Supplier agrees in writing to extend that period.
- 1.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified. Special terms may apply in respect of software support services and/or other specific services if agreed between the parties.

## **2. Goods**

- 2.1 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 2.1 shall survive termination of the Contract.
- 2.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

## **3. Delivery of Goods**

- 3.1 The Supplier shall deliver the Goods to the location as set out in the Order Confirmation (Delivery Location) and in accordance with the INCOTERM referred to in the Order Confirmation (in the absence of subsequent written agreement to the contrary) at any time after the Supplier notifies the Customer that the Goods are ready.
- 3.2 Delivery of the Goods is deemed completed once the Goods are made available at the Delivery Location.
- 3.3 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.4 If the Customer does not take possession of the Goods or otherwise remove the Goods from the Delivery Location within Five (5) Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event:
- (a) the Supplier shall be entitled to raise an invoice in respect of the Goods deemed delivered on the Eighth (8<sup>th</sup>) Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and/or
  - (b) the Supplier, may in its sole discretion and without providing formal notice, store the Goods at its premises or at a third party's premises until such time that the Customer removes the Goods and pays the Supplier all costs and expenses (including but not limited to insurances and transportation) relating to or arising out of such storage.

- 3.5 If any Goods are not removed from the Delivery Location or the place of storage as per clause 3.4 above within Twenty Eight (28) Business Days after the Supplier notified the Customer that the Goods were ready, the Supplier may, in its sole discretion and without providing formal notice, resell or otherwise dispose of part or all of the Goods at the risk and expense of the Customer and without prejudice to any and all damages to which the Supplier shall be entitled.
- 3.6 The Supplier may deliver the Goods by instalments. The Supplier will be entitled to invoice the price for each instalment separately. Each instalment shall constitute a separate Contract. No cancellation, delay in delivery or defect of any one Contract relating to an instalment shall entitle the Customer to cancel the Order or any other instalment.
- 3.7 If we are responsible for obtaining licences, particularly but not limited to the export/shipment/import of goods, our deliveries (performance of contract) are subject to the reservation that there are no impediments opposing to such licence due to national or international regulations, particularly export control regulations, embargo or other sanctions. The customer shall provide us with all information and documents required for the export/shipment/import of goods.

#### **4. Quality of Goods**

- 4.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
- (a) conform in all material respects with their description;
  - (b) be free from material defects in design, material and workmanship (the Warranty).
- 4.2 Subject to clause 4.3, if:
- (a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the Warranty and provide all supporting documents in respect of such non-compliance; and
  - (b) the Supplier is given a reasonable opportunity to examine such Goods; and
  - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost for testing and in the reasonable opinion of the Supplier, the Goods do not comply with the Warranty, the Supplier may, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full to the Customer.

- 4.3 The Supplier shall not be liable for the Goods' failure to comply with the Warranty under any of the following circumstances:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 4.2(a);
  - (b) the defect arises because the Customer failed to follow the Supplier's instructions (whether oral or in writing) as to the storage, installation, commissioning, use or maintenance of the Goods, or absent said instructions, good trade practice;
  - (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer and/or its agents;
  - (d) the Customer alters or repairs such Goods without the Supplier's express agreement;
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
  - (f) the Customer has failed to make full payment for the Goods.
- 4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' non-compliance with the Warranty.
- 4.5 The Supplier is not obligated to accept delivery of or work on returned Goods if the decontamination instructions have not been adhered to. Instructions can be found at [www.sg.endress.com](http://www.sg.endress.com).
- 4.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2. The repairing of, changes to, or replacement of all or part of the Goods during the Warranty Period shall in no case cause the Warranty Period to be extended.

## **5. Title and risk**

- 5.1 Unless otherwise agreed in writing, risk in the Goods shall pass from the Supplier to the Customer when the Supplier notifies the Customer that the Goods are ready for dispatch irrespective of any duties which the Supplier may have undertaken with regard to packing, delivery, erection, installation or assembly.
- 5.2 The Supplier retains title to the Goods until receipt of full payment (in cleared funds) for the Goods and all other sums which are or which become due to the Supplier from the Customer on any account whatsoever.
- 5.3 Until title to the Goods has passed to the Customer:

- (a) the Customer shall hold the Goods as agent of and bailee for the Supplier;
  - (b) the Customer shall store the Goods (at no cost to the Supplier) separately from all other goods held by the Customer or any third party so that they remain readily identifiable as the Supplier's property;
  - (c) without prejudice to clause 5.3(b) above, the Customer may, with prior written consent from the Supplier, incorporate the Goods into other products, in which case, the property in those other products shall, upon such incorporation, ipso facto be transferred to the Supplier, and the Customer as bailee of them for the Supplier will store the same for the Supplier without charge to the Supplier in such manner that they are clearly identified as the property of the Supplier;
  - (d) the Customer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (e) the Customer shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf and on terms acceptable to the Supplier from the date of delivery.
- 5.4 The Customer may resell the products in the ordinary course of its business before title has passed to it, provided that the Customer will be permitted to make sales solely on the following conditions:
- (a) any sale will be effected at full market value;
  - (b) any sale will be a sale of the Customer's property on the Customer's own behalf and the Customer will deal as principal when making such a sale; and
  - (c) the Customer will include a retention of title clause in the form of this clause 5 (except clause 5.1) in its contract with its purchaser; and
  - (d) until full payment for the Goods is received by the Supplier in accordance with clause 5.2, the Customer has the fiduciary duty to the Supplier to account to the Supplier for the proceeds of the sale, but may retain therefrom any excess of such proceeds over the total amount outstanding to the Supplier under the Contract and any other contract between the parties hereto.
- 5.5 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 11.4(b) to clause 11.4(d), the Customer shall notify the Supplier immediately, and then, without limiting any other rights or remedies the Supplier may have:
- (a) the Customer's right to dispose of Goods or use them ceases immediately; and
  - (b) the Supplier may at any time:

- (i) require the Customer to deliver up all Goods and other products in which the Goods have been incorporated in its possession; and
- (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods and/or said products are stored in order to recover them

## **6. Supply of Services**

- 6.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 6.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

## **7. Customer's obligations**

- 7.1 The Customer shall:
  - (a) ensure that the terms of the Order and (if submitted by the Customer or its agent) the Goods Specification are complete and accurate;
  - (b) co-operate with the Supplier in all matters relating to the Services;
  - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
  - (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - (e) prepare the Customer's premises for the supply of the Services;
  - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(g) keep and maintain (at no cost to the Supplier) all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **8. Charges and payment**

8.1 The price for Goods shall be the price set out in the Order Confirmation. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods.

8.2 As regards Services:

(a) the charges for Services shall be based on the time and materials used as agreed between the Customer and Supplier prior to any Services being provided, and shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Order Confirmation;

(b) unless otherwise agreed in writing, Services shall be rendered during the normal working hours on a Business Day between 09:00 hour and 17:00 hour;

(c) if the number of agreed hours is exceeded, the Supplier shall be entitled to charge overtime rates on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2(b) as follows:

(i) an additional 50% on the standard daily fee rate for work carried out on a Business Day between 17:01 hour and 22:00 hour;



- (ii) an additional 50% on the standard daily fee rate for work carried out on a Saturday between 09:00 hour and 17:00 hour;
- (iii) an additional 100% on the standard daily fee rate for work carried out outside the exceeded hours referred to above (i) and (ii), on a Sunday, and on a Public Holiday.

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.3 The Supplier reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 8 weeks written notice to the Customer; and
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
  - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

8.4 In respect of Goods and/or Services, the Supplier shall invoice the Customer on or at any time after completion of delivery or the Services.

8.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) within the agreed payment term from the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and



(c) time for payment shall be of the essence of the Contract.

8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of Goods and Services Tax (GST) chargeable from time to time. Where any taxable supply for GST purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid GST invoice from the Supplier, pay to the Supplier such additional amounts in respect of GST as are chargeable on the supply of the Goods or Services at the same time as payment is due for the supply of the Goods or Services.

8.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per annum above the lending rate of DBS Bank Limited in Singapore from time to time, and the Customer accepts this rate as a genuine pre-estimate of the damages suffered by reason of such non-payment. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set-off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **9. Intellectual Property Rights**

9.1 All Intellectual Property Rights in or arising out of or in connection with the Contract and/or the Services shall be owned by the Supplier.

9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

## **10. Limitation of liability**

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability (if any) for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by its employees, agents or subcontractors;

- (c) breach of the terms arising under the Sales of Goods Act (Chapter 393) in Singapore;
- (d) defective products under the Consumer Protection (Fair Trading) Act (Chapter 52A) in Singapore.

10.2 Subject to clause 10.1:

- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), under a breach of statutory duty, or otherwise, for any loss of profits or revenue, loss of business, loss of goodwill, loss of reputation, loss of opportunity, loss of use, loss of anticipated savings or loss of margin or any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses relating to or arising under or in connection with the Contract ; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer for the Goods and/or Services from which the claim arises.
- (c) to the full extent permitted by applicable law, the remedies herein provided, for the time specified, are exclusive. The sole and exclusive remedy for breach of warranty hereunder shall be limited to repair, correction, replacement or refund of purchase price under Clause 4 Quality of Goods. In no event, regardless of the form of the claim or cause of action whether based in contract, infringement, negligence (other than for death or personal injury resulting from Supplier's negligence), strict liability, other tort, restitution, breach of statutory duty or by way of indemnity or otherwise, shall Supplier's aggregate liability to the Customer exceed the purchase price of the specific Goods manufactures or Services provided by Supplier giving rise to the claim or cause of action.

10.3 This clause 10 shall survive termination of the Contract.

## 11. Termination

- 11.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 3 months' written notice.
- 11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of its obligations under the Contract or these Conditions, and (where such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so.

- 11.3 Without limiting its other rights or remedies, the Customer may terminate the Contract on 30 days' notice by giving such notice in writing to the Supplier, if the Supplier commits a material breach of its obligations under the Contract or these Conditions, and (where such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so.
- 11.4 Without limiting its other rights or remedies, the Supplier may, at its discretion; terminate the Contract; suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this Contract on the due date for payment.
  - (b) the Customer 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), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.5 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose. other than in accordance with the Supplier's written instructions or authorisation;

- (c) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and

## **12. Force Majeure Event**

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **13. Compliance with law**

- 13.1 The Customer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the European Union, the United States and the jurisdictions in which the Supplier and Customer are established or from which Goods and/or Services may be supplied, and the requirements of any licenses, authorisations, general licences or licence exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology.
- 13.2 In no event shall the Customer use, transfer, release, export or re-export any such hardware, software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licences, authorisations or licence exceptions relating thereto.
- 13.3 The Customer agrees furthermore that it shall not engage in any activity that would expose the Supplier or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier.

13.4 The Customer agrees to comply with all appropriate legal, ethical and compliance requirements.

## 14. General

### 14.1 Assignment and other dealings

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

### 14.2 Notices

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, in English and signed by or on behalf of the sending party.
- (b) A notice must be given by one of the methods set out as follows:
  - (i) By hand addressed to the recipient party at its registered office (if it is a company) or its principal place of business (in any other case);
  - (ii) By trackable post addressed to the recipient party at its registered office (if it is a company) or its principal place of business (in any other case);
  - (iii) By email to the recipient party email address registered under the company domain.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 14.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

### 14.4 Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

### 14.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any

partnership or joint venture between any of the parties. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

14.6 Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.7 Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data intermediary, as defined in the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore.

14.8 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 the Supplier.

14.9 Governing law

Any dispute or claim arising out of or in connection with the Contract or these Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore.

14.10 Jurisdiction

Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with the Contract or these Conditions or their subject matter or formation (including non-contractual disputes or claims).

## 15. Interpretation

In these Conditions, the following definitions apply:

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

15.2 Commencement Date: has the meaning set out in clause 1.2.

15.3 Conditions: these terms and conditions as amended from time to time in accordance with clause 1.5.

15.4 Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

15.5 Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

- 15.6 Deliverables: the deliverables set out in the Order.
- 15.7 Delivery Location: has the meaning set out in clause 3.1.
- 15.8 Force Majeure Event: has the meaning given to it in clause 12.
- 15.9 Goods: the goods (or any part of them) set out in the Order.
- 15.10 Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.
- 15.11 Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 15.12 Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.
- 15.13 Order Confirmation: the Supplier's order confirmation issued to the Customer.
- 15.14 Pre-existing Materials: all Intellectual Property Rights, Documents, information and materials owned or provided by the Supplier relating to the Goods and/or Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.
- 15.15 Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.
- 15.16 Service Specification: the description or specification for the Services provided by the Supplier to the Customer.
- 15.17 Supplier: Endress+Hauser (S.E.A.) Pte Ltd
- 15.18 Supplier Materials: has the meaning set out in clause 7.1(g).

(General Terms & Conditions of Sale - 1st October 2016 Version)