

General Terms & Conditions

1. INTERPRETATION

1.1 In these Conditions:

“Buyer” means any company or person who accepts a quotation of the Supplier for the supply of Goods and Services, whose order for Goods and Services is accepted by the Supplier or who otherwise enters into a contract for the supply of Goods and Services with the Supplier;

“Conditions” means the general terms and conditions set out in this document and (unless the context otherwise requires) any additional terms and conditions agreed in writing between the Buyer and the Supplier; “Contract” means any contract for the purchase and sale of Goods and Services between the Buyer and the Supplier, howsoever formed or concluded, whether pursuant to an order of the Buyer or a quotation of the Supplier or otherwise;

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with a Contract;

“Services” means the partial or complete inspection, installation, repair, overhauling, refurbishment and dismantling of four- and two stroke diesel and gas engines and components thereof or related components whether onboard a vessel or at a workshop which the Supplier is to deliver in accordance with a Contract;

“Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce in force as at the date when the Contract is made;

“Supplier” means Twinco Pte Ltd.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended reenacted or extended at the relevant time. And reference to writing or documents includes electrical mail facsimile transmission and any comparable means of communication

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation. The singular includes the plural and vice versa and any gender includes any other gender.

2. BASIS OF THE CONTRACT

2.1 The supply of Goods and Services by the Supplier to the Buyer under any Contract shall be subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by or otherwise referred to by the Buyer or in correspondence or implied by trade custom practice or course of dealing or otherwise.

2.2 If a licence or consent of any third party (including without limitation any governmental or other authority) is required in connection with (a) the Buyer's purchase or use of the Goods and Services or (b) the delivery of Goods and Services at the Buyer's premises, the Buyer shall obtain all such licences and consents at its own expense and produce evidence of such to the Supplier on demand. Failure to obtain any licence or consent does not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Supplier resulting from such failure shall be paid by the Buyer.

2.3 The Supplier's employees or agents are not authorised to make any representations concerning any Goods and Services unless confirmed by the Supplier in writing. Any information made available in connection with any offer for the supply of Goods and Services, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, is not binding unless expressly designated as binding by the Supplier in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim based on any such representations or information not so confirmed by the Supplier in writing.

- 2.4 Any advice or recommendation given by the Supplier or its employees or agents to the Buyer or its employees or agents which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Buyer's own risk and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed by the Supplier in writing.
- 2.5 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Supplier.
- 2.6 Any typographical clerical obvious or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. ORDERS AND SPECIFICATIONS

- 3.1 All quotations of the Supplier are without obligation and may be modified at any time prior to acceptance by the Buyer. No order submitted by the Buyer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorized representative.
- 3.2 The Buyer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable/special specifications) submitted by the Buyer and for giving the Supplier any necessary information relating to the Goods and Services within a sufficient time to enable the Supplier to perform the Contract in accordance with the terms of the order.
- 3.3 The quantity, quality and description of and any specification for the Goods and Services shall be those set out in the Supplier's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Supplier) or as otherwise set out in any contract documentation.
- 3.4 The Supplier reserves the right to make any changes in the specification of the Goods and Services which are required to conform with any applicable statutory or regulatory requirements or which do not materially affect their quality or performance.
- 3.5 The Supplier reserves the right to make excess or short deliveries of up to 10 % due to production reasons without prior notice. The Buyer is obligated to accept and pay for the Goods within these margins in accordance with the confirmed unit price for the quantity actually delivered and may not refuse any such delivery in whole or in part on the basis of these excess or short deliveries. In no event shall the Supplier be liable for any losses caused by such excess or short delivery.
- 3.6 No concluded Contract may be modified or cancelled by the Buyer except with the agreement in writing of the Supplier and on terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Supplier as a result of the modification or cancellation, as the case may be.
- 3.7 Unless agreed in writing by the Supplier all drawings, designs, specifications and particulars submitted by the Supplier are approximate and only for information purposes such that the Buyer cannot rely on the accuracy of the same.

4. PRICE

- 4.1 The price of the Goods and Services shall be the price stated in the Supplier's offer which has been accepted by the Buyer or the price stated in the Buyer's offer which has been accepted by the Supplier, or where the price has not been explicitly mentioned, the price listed in the Supplier's published price list current at the date of conclusion of the Contract.
- 4.2 The Supplier reserves the right by giving notice to the Buyer at any time before delivery/performance to

increase the price of the Goods and Services in case of:

- 4.2.1 any increase of not less than 10% in the cost to the Supplier (such as without limitation any foreign exchange fluctuation, currency regulation, alteration of taxes or duties, increase in the costs of labour, materials, development and production costs or other costs of manufacture);
 - 4.2.2 any change in delivery/performance dates, quantities or specifications for the Goods and Services which is requested by the Buyer; or
 - 4.2.3 any delay change in circumstances caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions or otherwise by the actions of the Buyer.
- 4.3 Unless otherwise agreed in writing between the Buyer and the Supplier all prices for Goods are given by the Supplier on an ex works basis (Incoterms EXW), excluding packing.
- 4.4 The price is exclusive of any applicable goods and services tax value added tax or similar tax which the Buyer shall be additionally liable to pay to the Supplier.
- 4.5 The Buyer shall meet the cost of any special packaging of the Goods which it may request or which may be necessitated by delivery by any means other than the Supplier's normal means of delivery. The Buyer shall unless otherwise agreed be solely responsible for the disposal of all packaging in accordance with all regulations whether statutory or otherwise relating to protection of the environment.

5. TERMS OF PAYMENT

- 5.1 Unless other specific terms have been agreed in writing between the Buyer and the Supplier, the Supplier shall be entitled to invoice the Buyer at any time after the Supplier has notified the Buyer that the Goods are ready for collection or the Services have been rendered.
- 5.2 The Buyer shall pay the price for the Goods and Services within 30 days of the invoice date unless other specific terms have been agreed in writing between the Buyer and the Supplier. The Buyer shall pay the price without any deduction or set-off and net of all bank charges, taxes and similar costs or expenses. The Supplier shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.
- 5.3 The Supplier is entitled in its absolute discretion from time to time to require full or partial payment of the price of the Goods or Services prior to delivery.
- 5.4 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Supplier the Supplier shall be entitled to:
- 5.4.1 cancel the Contract or suspend any further deliveries of the Goods or suspend further performance of the Services; and/or
 - 5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods or services supplied by the Supplier under any other contract between the Buyer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Buyer); and/or
 - 5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of three per cent (3.0%) per month or part thereof until payment in full is made.

6. DELIVERY/PERFORMANCE

- 6.1 Unless otherwise agreed, delivery of the Goods shall be made ex works (Incoterms EXW). If the parties agree on some other mode of delivery per Incoterms, the Supplier's delivery obligations shall be determined



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according to the applicable Incoterm. Save for obligations according to the applicable Incoterm or obligations expressly undertaken by the Supplier in writing, the Supplier shall have no other obligations, in particular obligations which it might otherwise have according to the provisions of the Sale of Goods Act (Cap. 393).

- 6.2 Where the Goods or Services are to be delivered in instalments each delivery shall constitute a separate contract (to which these Conditions apply) and failure by the Supplier to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.3 The Supplier has the right at any time to sub-contract all or any of its obligations for the sale of the Goods or performance of Services to any other party as it may from time to time decide without giving notice of the same to the Buyer.
- 6.4 Any dates quoted for delivery of the Goods or Services are approximate only. Unless previously agreed by the Supplier in writing, the time for delivery/performance shall not be of the essence, and the Supplier shall not be liable for any delay in delivery or performance howsoever caused.
- 6.5 If the Supplier has failed to deliver the Goods or Services in accordance with the Contract, the Buyer shall be entitled, by serving written notice on the Supplier, to demand performance within a specified time thereafter, failing which, the Buyer shall be entitled to terminate the Contract in respect of the undelivered Goods or Services and claim compensation for actual loss and expenses incurred therefrom, subject always to the limitations set out in Condition 14.
- 6.6 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions by the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Supplier's fault) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:
 - 6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract provided the price has been paid in full or charge the Buyer for any shortfall below the price under the Contract as the case may be; or
 - 6.6.2 terminate the Contract and claim damages.

7. RISK AND PROPERTY IN THE GOODS

- 7.1 Unless the Buyer and the Supplier have agreed on some other mode of delivery as per Incoterms, the risk of damage to or loss of the Goods shall pass to the Buyer at the time when the Supplier notifies the Buyer that the Goods are available for collection.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until the Supplier has received payment in full of the price of the Goods and all other goods agreed to be sold by the Supplier to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Supplier's property but shall be entitled to resell or use the Goods in the ordinary course of its business and shall account to the Supplier for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds

and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured. If the Buyer has not received the proceeds of any such sale it will if called upon to do so by the Supplier assign to the Supplier within seven (7) days all rights against the person or persons by whom the proceeds are owed.

- 7.4 The Buyer agrees with the Supplier that the Buyer shall immediately notify the Supplier of any matter from time to time affecting the Supplier's title to the Goods and the Buyer shall provide the Supplier with any information relating to the Goods as the Supplier may require from time to time.
- 7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Supplier shall be entitled at any time to require the Buyer to deliver up the Goods to the Supplier and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier but if the Buyer does so all moneys owing by the Buyer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 7.7 The Buyer hereby irrevocably appoints the Supplier and its servants as its duly authorised agent for the purpose of entering upon any premises where the Goods are stored for the purpose of examination and/or recovery of the same at any time without notice.
- 7.8 Where the Goods have been incorporated by the Buyer into any product or article in such a way that the substance and identity of the Goods have been irrevocably altered or destroyed, then property in such new product(s) or article(s) shall immediately upon its or their creation vest wholly in the Seller, and the provisions of the preceding sub-conditions shall apply mutatis mutandis to such products or articles as if they were Goods remaining as the property of the Seller; provided that this sub-condition shall not apply if the Seller has received payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due. The provisions of the preceding sub-conditions shall also apply mutatis mutandis to Goods which have been incorporated by the Buyer into any product or article in such a way that the substance and identity of the Goods have not been irrevocably altered or destroyed.
- 7.9 If the provisions in this Condition 7 are not effective according to the law of the country in which the Goods are located, the legal concept closest in nature to retention of title and this Condition 7 in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this Condition, and the Buyer shall take all steps necessary to give effect to the same.
- 7.10 The Buyer shall indemnify the Supplier against all loss damages costs charges and expenses including legal fees incurred by the Supplier in connection with the assertion and enforcement of the Supplier's rights under this condition.

8. WARRANTIES AND REMEDIES

- 8.1 Subject as expressly provided in these Conditions all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.
- 8.2 Subject to this Condition 8, the Supplier warrants that the Goods or Services will correspond with their specification at the time of delivery, and agrees to remedy any non-conformity therein for a period of 12 months commencing from the date on which the Goods or Services are delivered / deemed to be delivered or for a period of 6 months commencing from the date on which the Goods are installed, whichever period ends earlier ("Warranty Period"). Where the Buyer is dealing as a consumer (within the meaning of the Unfair Contract Terms Act (Cap. 396), the Supplier further gives to the Buyer such implied warranties as cannot be excluded by law.

8.2.1 The Supplier's above warranty concerning the Goods or Services is given subject to the following conditions:

- (a) No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear and tear of the Goods supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Supplier.
- (b) Any description given of the Goods or Services is given by way of identification only and the use of such description shall not constitute a sale by description.
- (c) Notwithstanding that a sample of the Goods has been exhibited to and inspected by the Buyer, it is hereby declared that such sample was not so exhibited and inspected as to constitute a sale by sample under the Contract.
- (d) The Supplier binds itself only to deliver Goods or Services in accordance with the general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of the Supplier's opinion in that behalf. The Supplier does not give any warranty as to the quality, state, condition or fitness of the Goods.
- (e) The Supplier shall be under no liability for the following measures and actions taken by the Buyer or third parties and the consequences thereof: improper remedy of defects, alteration of the Goods or Services without the prior agreement of the Supplier.
- (f) The Supplier is not liable for any loss damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Supplier's prior written approval and the Buyer shall indemnify the Supplier against each loss damage liability costs charges and expenses arising out of such claims.
- (g) The Supplier shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods and/or Services has not been paid in cleared funds by the due date for payment.
- (h) The Supplier shall be under no liability whatsoever in respect of any defect in the Goods arising after the expiry of the Warranty Period.
- (i) The Supplier shall not be liable for any deficiencies in any information, instructions or materials made available by the Buyer to the Supplier for the development and/or manufacturing of the Goods.

8.2.2 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification shall be notified to the Supplier within 14 days from the date of delivery or deemed delivery of the Goods or (where the defect or failure was not apparent on reasonable inspection) within 14 days after discovery of the defect or failure. The Supplier shall be given written notification immediately, specifying the reservations or the defect. However, in no event shall the Buyer be entitled to reject the Goods or Services on the basis of any defect or failure, except where the failure is such that the Goods delivered are of a fundamentally different nature than those which the Supplier had contracted to deliver.

8.2.3 If the Buyer does not give due notification to the Supplier in accordance with Condition 8.2.2, the Supplier shall have no liability for any defect or failure or for any consequences resulting therefrom. Where any valid claim in respect of any of the Goods or Services which is based on any defect in the quality or condition of the Goods or Services or their failure to meet a specification is notified to the Supplier in accordance with Condition 8.2.2, the non-conforming Goods (or part thereof) will be repaired or replaced free of charge as originally ordered. Where the Goods have not been so repaired

or replaced within a reasonable time, despite a written warning from the Buyer, the Buyer shall be entitled to a reduction of the price in proportion to the reduced value of the Goods, provided that under no circumstance shall such reduction exceed 20 % of the price of the affected Goods. In lieu of repair or replacement, the Supplier may, at its sole discretion, grant such a reduction to the Buyer. Upon a repair, replacement or price reduction being made as aforesaid, the Buyer shall have no further claim against the Supplier.

8.2.4 When the Supplier has provided replacement Goods or given the Buyer a refund, the non-conforming Goods or parts thereof shall become the Supplier's property.

9. FORCE MAJEURE

9.1 The Supplier shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Supplier's reasonable control:

9.1.1 Act of God, explosion, flood, tempest, fire or accident;

9.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.1.3 acts. Restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.1.4 import or export regulations or embargoes;

9.1.5 interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);

9.1.6 interruption of production or operation, difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.1.7 power failure or breakdown in machinery.

9.2 Upon the happening of any one of the events set out in Condition 9.1 the Supplier may at its option:-

9.2.1 fully or partially suspend delivery/performance while such event or circumstances continue;

9.2.2 terminate any Contract so affected with immediate effect by written notice to the Buyer and the Supplier shall not be liable for any loss or damage suffered by the Buyer as a result thereof.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights and without prejudice to the generality of the foregoing including copyrights, design rights, patents, trademarks and know-how whether registered or not in any drawing, designs, specifications, samples, tools and in the Goods or Services remain the absolute property of the Supplier.

10.2 Notwithstanding that a supply or service is based on the Buyer's specification or the Buyer contributes to it in any other manner, the rights of use shall be attributed fully and exclusively to the Supplier.

11. INSOLVENCY OF BUYER

11.1 This condition applies if:

11.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation

(otherwise than for the purposes of amalgamation or reconstruction); or

11.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or

11.1.3 the Buyer ceases or threatens to cease to carry on business; or

11.1.4 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this condition applies then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further delivery/performance under the Contract without any liability to the Buyer and if Goods have been delivered and/or Services performed but not paid for the price for such and undelivered Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. NOTICES

12.1 Any notice required or permitted to be given by either party to the other party under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13. CONFIDENTIAL INFORMATION

13.1 Each of the parties hereto undertakes to the other to keep confidential, and to procure that its employees, agents and subcontractors keeps confidential, all information (written or oral) (and without prejudice to include all promotional items and samples and such like unless agreed otherwise) concerning the business and affairs of the other party that it shall have obtained as a result of the discussions and events leading up to or the entering into of the Contract or which it may have learned during the term/performance of the Contract. In particular, the Buyer shall keep confidential all information in relation to any drawings, designs, specifications, samples, tools and similar items and shall not release such information to any third party without the prior written consent of the Supplier.

13.2 The obligations contained in this Condition shall survive the termination of the Contract.

14. LIABILITY

14.1 The Supplier shall accept liability to the Buyer for death or injury resulting from its own or that of its employees' gross negligence. Save as aforesaid or as otherwise provided for in these Conditions, the Supplier's liability under or in connection with the Contract shall be subject to the limitations set out in this Condition 14.

14.2 The Supplier shall be under no liability whatsoever where this arises from a reason beyond its reasonable control as provided in Condition 9 or from an act or omission of the Buyer.

14.3 In no event shall the Supplier be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Supplier had been advised of the possibility of the Buyer incurring the same.

14.4 Where time of performance has been agreed by the Supplier to be of the essence of the Contract, and the Supplier fails to comply with its obligations in due time, so that the Buyer becomes entitled to

compensation in accordance with Condition 6.4, the Supplier's liability shall be limited to an amount of 0.1 % for each full week of delay, in total to a maximum cumulative amount of 5 %, of the value of the delayed Goods.

- 14.5 If the Buyer becomes entitled to compensation arising out of the Supplier's non delivery of Goods or Services as specified in Condition 6.5, the Supplier's liability shall be limited in total to a maximum cumulative amount of 100 % of the value of the undelivered Goods.
- 14.6 The remedies set out in Condition 8 are the Buyer's sole and exclusive remedies for non-conformity of or defects in the Goods and the Supplier's liability for the same shall be limited in the manner specified in Condition 8.
- 14.7 Without prejudice to the limits of liability applicable under this Condition 14 or elsewhere in these Conditions, the Supplier's maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the Contract, shall not exceed 100 % of the total Contract price.
- 14.8 If a number of events give rise substantially to the same loss they shall be regarded as giving rise to only one claim under these Conditions.
- 14.9 Subject to Condition 8.2.2 no action or claim shall be brought by the Supplier later than 12 months after the date it became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event, no later than 12 months after the end of the Warranty Period.

15. TERMINATION

- 15.1 On or at any time after the occurrence of any of the events in Condition 15.2 the Supplier may stop any Goods in transit or ongoing Services, suspend further deliveries or repair works to the Buyer, exercise its rights under these Conditions and the Contract and/or terminate the Contract with the Buyer with immediate effect by written notice to the Buyer.
- 15.2 The events are:-
- 15.2.1 the Buyer being in breach of an obligation under the Contract;
 - 15.2.2 the Buyer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Buyer's winding up or dissolution;
 - 15.2.3 the making of an administration order in relation to the Buyer or the appointment of a receiver over or an encumbrancer taking possession of or selling any of the Buyer's assets;
- 15.4. the Buyer making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

16. GENERAL

- 16.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 16.2 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in



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whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

16.4 No person who is not a party to this Contract (including any employee officer agent representative or sub-contractor of either party) shall have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any terms of this Contract.

16.5 The Contract shall be governed by the laws of Singapore and the Buyer agrees to submit to the non-exclusive jurisdiction of the Courts in Singapore.

16.6 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Contract for the sale of Goods.