

# PAPER CARPENTER PTE LTD

## STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

### 1. INTERPRETATION

In these Conditions:

“**CUSTOMER**” means the person, firm or company placing an Order for Goods or Services with PAPER CARPENTER PTE LTD;

“**Conditions**” means the standard terms and conditions of sale set out in this document and include any special conditions agreed in writing between the CUSTOMER and PAPER CARPENTER PTE LTD;

“**Contract**” means an Order for Goods and/or Services, which, if accepted by PAPER CARPENTER PTE LTD or offered by PAPER CARPENTER PTE LTD and accepted by CUSTOMER will together with these

Conditions, form the contract;

“**Goods**” means the goods, which are the subject of an Order;

“**Group of Companies**” means the group of companies comprising the CUSTOMER or PAPER CARPENTER PTE LTD (as the case may be) and all companies which are from time to time

are their respective subsidiaries, holding company, affiliates, associated companies and/or subsidiaries of such holding company (“subsidiary” and “holding company” shall have the meaning ascribed to them under the Companies Act (Cap 50) of the Republic of Singapore.

“**Order**” means an order placed by the CUSTOMER to PAPER CARPENTER PTE LTD for the supply of Goods or Services (as amended from time to time in or accordance with these Conditions);

“**Price**” means the price quoted by PAPER CARPENTER PTE LTD to the CUSTOMER for the Goods and/or Services (as adjusted from time to time in accordance with these Conditions) or

the price duly agreed between PAPER CARPENTER PTE LTD and the CUSTOMER as evidenced in writing or orally (where it is agreed orally, the same ought to be confirmed in writing by the

party charging the same to the party to be charged);

“**Schedule**” means any delivery schedule issued in relation to the delivery of Goods and/or Services;

“**PAPER CARPENTER PTE LTD**” means the company which has provided a quote and/or upon which an Order is placed;

“**Services**” means the services (if any), which are the subject of an Order;

“**Specification**” means the specification and any additional drawings or information relating to the Goods and/or Services provided to PAPER CARPENTER PTE LTD in writing before or at the

time of PAPER CARPENTER PTE LTD's quotation/s as varied by any concessions agreed by PAPER CARPENTER PTE LTD and the CUSTOMER in writing from time to time;

### 2. FORMATION OF CONTRACT

2.1 All quotations, offers and tenders are made and all Orders and Schedules are accepted by PAPER CARPENTER PTE LTD subject to these Conditions. Except as otherwise provided in these Conditions, all other terms, conditions or warranties are excluded from any contract between PAPER CARPENTER PTE LTD and the CUSTOMER unless expressly accepted in writing by PAPER CARPENTER PTE LTD. For the avoidance of doubt, any conditions of purchase submitted at any time by the CUSTOMER shall not apply to the Contract and any failure by PAPER CARPENTER PTE LTD to challenge any such conditions of purchase shall not imply acceptance by PAPER CARPENTER PTE LTD.

• If there is a conflict between these Conditions and any other terms in any quotation, offer, tender or acknowledgment of Order form, such other terms shall prevail (to the extent that they are in conflict with the any term or terms contained herein only and no further).

2.3 Unless otherwise stated therein, all quotations given by PAPER CARPENTER PTE LTD shall be available for acceptance for a maximum period of 14 days from issue and may be withdrawn by PAPER CARPENTER PTE LTD at any time by written or oral notice prior to such acceptance.

2.4 If any statement or representation has been made to the CUSTOMER by PAPER CARPENTER PTE LTD or its officers, employees or agents upon which the CUSTOMER wishes to rely it shall only be entitled to do so if PAPER CARPENTER PTE LTD confirms in writing to the CUSTOMER that the CUSTOMER is entitled to rely on the statement or representation (any such confirmation to be signed by a director of PAPER CARPENTER PTE LTD or such other person duly authorized by PAPER CARPENTER PTE LTD in writing).

2.5 Prices are quoted by PAPER CARPENTER PTE LTD on the basis of the exclusions and limitations of liability set forth in these Conditions. If the CUSTOMER wishes PAPER CARPENTER PTE LTD to consider

accepting a higher limit of liability, the CUSTOMER shall submit a written request to PAPER CARPENTER PTE LTD and PAPER CARPENTER PTE LTD may then re-quote a revised price taking account of the

increased risks accepted by PAPER CARPENTER PTE LTD and any increased insurance premium to be borne by PAPER CARPENTER PTE LTD. PAPER CARPENTER PTE LTD shall not be under any obligation to agree to any

expanded risks or any higher limitation of liability that may be requested by the CUSTOMER.

2.6 Any Order or Schedule given by the CUSTOMER is not binding on PAPER CARPENTER PTE LTD until accepted in writing or until PAPER CARPENTER PTE LTD makes delivery under that Order or Schedule

(whichever occurs first).

2.7 Where an Order comprises Goods, The CUSTOMER may from time to time issue Schedules of its anticipated requirements for Goods over a specified period (“Schedule Period”). In respect of the first 90 days to which each Schedule refers (“Fixed Period”), the CUSTOMER shall provide precise information detailing the type and quantity of, and delivery dates for Goods required by the CUSTOMER during that Fixed Period. The Fixed Period of any Schedule shall constitute a binding Order from the CUSTOMER. For the 90 days immediately following the Fixed Period in any Schedule Period, the CUSTOMER shall provide a forecast of its likely requirements for the Goods forming the subject matter of the Order.

2.8 The CUSTOMER acknowledges and agrees that PAPER CARPENTER PTE LTD may be making up-front investments and commitments in order to satisfy the CUSTOMER's anticipated requirements (including any forecasts given by the CUSTOMER for the Schedule Period pursuant to Condition 2.7 above) for Goods and/or Services. In the event that such investments and commitments are made by PAPER CARPENTER PTE LTD and the CUSTOMER fails to purchase the quantities of Goods and/or Services necessary to enable PAPER CARPENTER PTE LTD to recover those investments and commitments, PAPER CARPENTER PTE LTD shall be entitled to claim an amount equal to the unrecovered

investments and commitments from the CUSTOMER by submission of an invoice for that amount to the CUSTOMER, provided that PAPER CARPENTER PTE LTD shall at the time of making the investment and entering into the commitments, have notified the CUSTOMER in writing of such investments and commitments and the assumptions against which such investment and commitments are made.

### 3. PRICE

3.1 Unless otherwise agreed in writing, all Prices are quoted net ex-works exclusive of Goods & Services Tax and any other taxes, duties or levies payable in respect of the Goods and/or Services. If PAPER CARPENTER PTE LTD agrees to deliver the Goods otherwise than at its premises, the CUSTOMER shall pay all packaging, transportation and insurance costs and other charges incurred by PAPER CARPENTER PTE LTD in making or arranging such delivery.

3.2 Where PAPER CARPENTER PTE LTD delivers or arranges delivery of the Goods, the CUSTOMER shall be liable to PAPER CARPENTER PTE LTD for carriage costs and any demurrage costs incurred by PAPER CARPENTER PTE LTD if vehicles are unduly delayed at the place of delivery.

3.3 Notwithstanding Conditions 2.3 and 3.5, PAPER CARPENTER PTE LTD reserves the right to increase the Price at any time by giving the CUSTOMER 14 days written notice in the event of any increases in the cost of labour, materials, overheads or changes in economic batch quantities affecting the cost of supplying the Goods or performing the Services. If reasonably requested by the CUSTOMER, PAPER CARPENTER PTE LTD will provide the CUSTOMER with reasonable evidence of such increased costs (provided that PAPER CARPENTER PTE LTD shall not be obliged to provide information which would result in it breaching any obligations of confidentiality which it owes to third parties including but not limited to its employees, servants, agents, officers or third party contractors or service providers).

3.4 Notwithstanding Conditions 2.3 and 3.5, PAPER CARPENTER PTE LTD shall be entitled at any time by giving the CUSTOMER 14 days written notice to make reasonable adjustments

to the Price in the event of any alteration in the quantity, quality, design or Specification of the Goods and/or Services requested by the CUSTOMER or any changes in the timescales for delivery of the Goods or performance of the Services requested by the CUSTOMER, or which become necessary as a result of the acts or omissions of the CUSTOMER or its servants or agents.

3.5 Without prejudice to Conditions 3.3 and 3.4, in the event that PAPER CARPENTER PTE LTD has agreed with the CUSTOMER that the Price shall remain fixed for a certain period of time (“Fixed Price Period”), PAPER CARPENTER PTE LTD reserves the right at any time upon expiry of the Fixed Price Period to increase the Price. PAPER CARPENTER PTE LTD shall give to the CUSTOMER

14 days written notice of any such increases in Price.

### 4. PAYMENT

4.1 PAPER CARPENTER PTE LTD shall (subject to Condition 4.6) be entitled to submit its invoice upon delivery of the Goods or performance of the Services or at any time afterwards except that where delivery has been postponed at the request of or by the default of the CUSTOMER, PAPER CARPENTER PTE LTD may submit its invoice at any time after the Goods are ready for delivery or the Services have already been performed or would have been ready in the ordinary course but for the CUSTOMER's request or default.

4.2 Where Goods are delivered by installments or Services are to be performed in installments PAPER CARPENTER PTE LTD may invoice each installment separately and the CUSTOMER shall pay such invoices in accordance with these Conditions.

4.3 Subject to Condition 4.6, all invoices shall be due and payable in full 7 days from the date of any such invoice. The currency of payment shall be that stated in the invoice.

4.4 The CUSTOMER shall not be entitled to make any withholdings or deductions from amounts due to PAPER CARPENTER PTE LTD or exercise any rights of set-off or counter-claim howsoever arising. In the event that the CUSTOMER disputes any amounts due under an invoice, the CUSTOMER shall be entitled to withhold payment of the specific amount in dispute only provided that the CUSTOMER has notified PAPER CARPENTER PTE LTD in writing within 7 days of the date of PAPER CARPENTER PTE LTD's invoice and such

notification sets out in detail the nature of the CUSTOMER's dispute. PAPER CARPENTER PTE LTD will then investigate the dispute and the CUSTOMER and PAPER CARPENTER PTE LTD will work

together to seek to resolve the dispute promptly. In the event that the CUSTOMER seeks to withhold payment of amounts, which are not notified to PAPER CARPENTER PTE LTD in accordance with this Condition, PAPER CARPENTER PTE LTD reserves the right to exercise its rights under Condition 4.5 below.

4.5 If the CUSTOMER fails to make any payments by the due date, PAPER CARPENTER PTE LTD shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:

4.5.1 to suspend any or all further deliveries and suspend any further production or works or the performance of the Services (including suspending any procurement activities related to the Goods or Services) under the Contract and under any other contract or contracts in existence between PAPER CARPENTER PTE LTD and the CUSTOMER without notice;

4.5.2 to charge interest on any amount outstanding at the rate of 3% per month, such interest being charged as a separate, continuing obligation not merging with any judgment together with any recovery of legal costs and disbursements incurred by PAPER CARPENTER PTE LTD. For the avoidance of any doubt, all legal costs shall be on a full indemnity basis.

4.5.3 to serve notice on the CUSTOMER requiring immediate payment for all Goods and Services supplied by PAPER CARPENTER PTE LTD under this and all other contracts with the CUSTOMER whether or not payment is otherwise due;

4.5.4 to institute legal process for the recovery of all outstanding amounts (regardless of whether title in the Goods has passed to the CUSTOMER).

4.5.5 PAPER CARPENTER PTE LTD shall at all times have a general and specific lien over all or any goods, machinery or property provided by CUSTOMER to PAPER CARPENTER PTE LTD until and

unless all or any monies due and owing to PAPER CARPENTER PTE LTD from CUSTOMER are fully settled including all interests and costs (including legal costs)

4.6 For supplies to a CUSTOMER outside of the jurisdiction in which PAPER CARPENTER PTE LTD is incorporated, PAPER CARPENTER PTE LTD shall be entitled to require that CUSTOMER pre-pays before

commencement of the services and/or delivery of the goods and/or require CUSTOMER to provide security for payment of monies due or that may be due to PAPER CARPENTER PTE LTD prior to the date of delivery of Goods or commencement of performance of Services.

## **5. DELIVERY**

5.1 Delivery of the Goods shall be made by release of the Goods to the CUSTOMER or the CUSTOMER's servants or agents at PAPER CARPENTER PTE LTD's premises regardless of whether PAPER CARPENTER PTE LTD has specifically agreed in writing to arrange transport for the Goods.

5.2 PAPER CARPENTER PTE LTD will seek to achieve any agreed times for delivery of Goods and performance of Services but all such delivery and performance times are not guaranteed. The CUSTOMER shall have no right to damages or to cancel the Contract for any failure to meet any delivery or performance time stated nor shall the CUSTOMER be entitled to make, or to purport to make, time for delivery or performance of the essence of the contract.

5.3 The date for delivery of Goods and performance of Services shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the CUSTOMER and in the event of the CUSTOMER delaying in providing any such information, instructions and approvals, the time for delivery shall be extended accordingly.

5.4 PAPER CARPENTER PTE LTD may deliver Goods and perform Services in installments in which case each installment (or each delivery under a Schedule) shall be treated as a separate Contract governed by these Conditions. No delay in the delivery of any installment of Goods (or any delivery under a Schedule) or any defect therein nor any delay in performance of Services shall entitle the CUSTOMER to terminate the remaining parts of the Contract/s.

5.5 PAPER CARPENTER PTE LTD will endeavor to comply with any reasonable requests by the CUSTOMER for postponement of delivery of the Goods or performance of the Services but shall be under no obligation to do so. Where delivery of Goods or performance of Services is postponed, otherwise than due to default by PAPER CARPENTER PTE LTD, then without prejudice to all other rights and remedies available to PAPER CARPENTER PTE LTD, the CUSTOMER shall pay all costs and expenses incurred by PAPER CARPENTER PTE LTD as a result of any such delays.

5.6 PAPER CARPENTER PTE LTD shall not be obliged to give notice to the CUSTOMER to enable the CUSTOMER to insure the Goods during transit. Release of the Goods at PAPER CARPENTER PTE LTD's

premises shall constitute delivery to the CUSTOMER and PAPER CARPENTER PTE LTD shall not be required to make any contract with the carrier on behalf of the CUSTOMER. PAPER CARPENTER PTE LTD shall not be responsible for any loss or damage to the Goods in the course of transit.

5.7 PAPER CARPENTER PTE LTD shall not be liable for any non-delivery of Goods or shortages in deliveries of Goods (howsoever caused) unless written notice is given by the CUSTOMER to PAPER CARPENTER PTE LTD and, where applicable, the carrier within 7 days of the date when the Goods would, in the ordinary course of events, have been received.

5.8 Any liability of PAPER CARPENTER PTE LTD for any shortages in delivery or any non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing

a credit note in respect of the non-delivered Goods or the shortfall in the delivery of the Goods.

5.9 The CUSTOMER shall be responsible for obtaining all export and import licenses (including payment of any duties) for the Goods and shall be responsible for any delays due to such licenses not being available when required.

## **6 RISKS AND TITLE**

6.1 Risk shall pass to the CUSTOMER (so that the CUSTOMER is responsible for all loss, damage or deterioration of the Goods) at the time when the Goods are released at the premises of PAPER CARPENTER PTE LTD or would have been, had the CUSTOMER (or its carrier) collected the Goods on the date when PAPER CARPENTER PTE LTD has notified

CUSTOMER to collect the goods.

6.2 Title to the Goods shall only pass to the CUSTOMER if the CUSTOMER has paid to PAPER CARPENTER PTE LTD all sums (including any default interest and storage or legal costs) due from it to PAPER CARPENTER PTE LTD (a) under all Contracts between PAPER CARPENTER PTE LTD and the CUSTOMER (including any sums due under contracts made after the Contract)

whether or not the same are immediately payable and (b) under all contracts between the PAPER CARPENTER PTE LTD and any company within the same Group of Companies as the CUSTOMER.

6.3 PAPER CARPENTER PTE LTD may recover Goods in respect of which title has not passed to the CUSTOMER at any time and the CUSTOMER irrevocably licenses PAPER CARPENTER PTE LTD, its officers,

employees and agents to enter upon any premises of the CUSTOMER, with or without vehicles, for the purpose either of satisfying itself that Condition 6.4 below is being complied with by the CUSTOMER or of recovering any Goods in respect of which title has not passed to the CUSTOMER.

6.4 Until title to the Goods has passed to the CUSTOMER under these Conditions, the CUSTOMER shall possess the Goods as fiduciary agent and bailee of PAPER CARPENTER PTE LTD. The CUSTOMER shall store the Goods separately from other Goods and shall ensure that they are clearly identifiable as belonging to PAPER CARPENTER PTE LTD. Nothing

in this Condition 6 shall be construed as preventing the CUSTOMER from dealing with the Goods in the ordinary course of its business.

## **7. CANCELLATION**

7.1 PAPER CARPENTER PTE LTD shall not be obliged to accept any cancellation of Orders by the CUSTOMER. If PAPER CARPENTER PTE LTD exercises its discretion to accept any such cancellation, it will only

do so on the condition that all costs and expenses incurred by PAPER CARPENTER PTE LTD up to the time of cancellation and all loss of profits and other loss or damage suffered by PAPER CARPENTER PTE LTD by reason of such cancellation will be paid immediately by the CUSTOMER to PAPER CARPENTER PTE LTD.

7.2 Goods returned to PAPER CARPENTER PTE LTD without PAPER CARPENTER PTE LTD's prior written consent will not be accepted for credit and/or set off or towards diminution of any sums due and

owing from the CUSTOMER to PAPER CARPENTER PTE LTD.

## **8. VARIATIONS**

8.1 No variations to the Goods or Services required by the CUSTOMER shall be binding on PAPER CARPENTER PTE LTD unless agreed by PAPER CARPENTER PTE LTD and the CUSTOMER in writing, including,

as part of such agreement, any change to the Price arising in consequence of the variation to the Goods or Services. If PAPER CARPENTER PTE LTD and the CUSTOMER are unable to agree the consequential change in the Price, the Price shall be varied by reference to the extra costs incurred by PAPER CARPENTER PTE LTD in making the variation plus an appropriate profit margin.

8.2 If PAPER CARPENTER PTE LTD agrees to any such variation, any dates quoted for delivery of Goods or performance of the Services shall be extended accordingly.

8.3 PAPER CARPENTER PTE LTD reserves the right to deliver under or over the quantity of Goods ordered by up to 5% and the CUSTOMER shall pay for the quantity actually delivered.

## 9. SPECIFICATIONS, INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

9.1 The CUSTOMER shall be solely responsible for ensuring that the Specification and all drawings, information, advice and recommendations given to PAPER CARPENTER PTE LTD, either directly or indirectly by the CUSTOMER, are accurate, correct and suitable for the Goods or Services (as the case may be). Examination or consideration by PAPER CARPENTER PTE LTD of the Specification and any such drawings, information, advice or recommendations shall not limit the CUSTOMER's responsibility.

9.2 The Specification and all intellectual property rights therein shall vest in the providing party. For the avoidance of doubt, all know-how and intellectual property in the manufacturing processes, the sourcing of any materials or services including where such materials and/or manufacturing process, modifications to customers machinery or goods or fabrications of component parts contained therein or services are sourced for, supplied shall belong to PAPER CARPENTER PTE LTD and shall remain PAPER CARPENTER PTE LTD's sole and exclusive property.

9.3 Any illustrations, performance details, examples of installations and methods of assembly and all other data (including data in machine readable format) provided by PAPER CARPENTER PTE LTD is provided for general guidance only. No such information or data shall form part of the Contract and PAPER CARPENTER PTE LTD shall have no liability

whatsoever for any such information and data provided to the CUSTOMER.

9.4 All drawings, documents, confidential records, computer software and other information supplied by or on behalf of PAPER CARPENTER PTE LTD are supplied on the express understanding that all intellectual property rights (including, but not limited to, copyright) is reserved to PAPER CARPENTER PTE LTD (or the third party) and that the CUSTOMER shall not, without the prior written consent of PAPER CARPENTER PTE LTD, use, disclose, give away, loan or sell any drawings, documents, records, software or other information or extracts from them or copies of them or use them in any way except in connection with the Goods in respect of which they are issued. All such drawings, documents, confidential records, computer software and other information (and all copies of the same) shall be immediately returned to PAPER CARPENTER PTE LTD upon termination of the Contract.

9.5 If any allegation is made against PAPER CARPENTER PTE LTD to the effect that the supply of the Goods or the performance of any Services or any drawings, designs or Specifications

supplied by the CUSTOMER infringes the intellectual property rights of any third party or PAPER CARPENTER PTE LTD has reason to believe that any such allegation is likely to be made, the CUSTOMER shall indemnify PAPER CARPENTER PTE LTD and keep PAPER CARPENTER PTE LTD fully and effectively indemnified from and against all claims, liabilities, damages, losses, costs

and expenses suffered or incurred by PAPER CARPENTER PTE LTD as a result of any such claim or allegation or as a condition precedent for PAPER CARPENTER PTE LTD continuing to perform its obligations to the CUSTOMER.

## 10 QUALITY AND LIABILITY

10.1 PAPER CARPENTER PTE LTD warrants that where it has provided a warranty for goods supplied or for services rendered, that for the duration of any such warranty given ("Warranty Period"), the Goods will:

10.1.1 be free from defects as a result of faulty workmanship;

10.1.2 comply, in all material respects, with the Specification where practical.

10.2 PAPER CARPENTER PTE LTD warrants that the Services will:

10.2.1 be performed with reasonable skill and care;

10.2.2 be performed in all material respects in accordance with the Specification.

10.3 PAPER CARPENTER PTE LTD shall not be liable for a breach of the warranties in Conditions 10.1 and 10.2 unless:

10.3.1 the CUSTOMER gives written notice of the defect in the Goods or failure in the Services to PAPER CARPENTER PTE LTD (and in the case of Goods, if the defect is as a result of damage in transit, to the carrier), within 3 days of:

- the date of delivery of the Goods or performance of the Services (where the defect would be apparent to the CUSTOMER upon a reasonable inspection); or
- the date when the CUSTOMER knew or ought reasonably to have known of the defect in the Goods or failure in the Services (where the defect or failure would not be apparent to the CUSTOMER upon a reasonable inspection); and

• PAPER CARPENTER PTE LTD is given a reasonable opportunity after receiving the notice to examine such Goods or Services and the CUSTOMER (if asked to do so by PAPER CARPENTER PTE LTD)

returns such Goods to PAPER CARPENTER PTE LTD for the examination to take place.

10.3.1 PAPER CARPENTER PTE LTD shall subject to the other terms and conditions contained herein as they relate to any warranty entertain any claim whatsoever in respect of any such warranty (express or implied) later than 6 months from the date of delivery of the goods or completion of the services.

10.4 PAPER CARPENTER PTE LTD shall not be liable for a breach of the warranty in Condition 10.1 if:

10.4.1 the defect in Goods or failure in Services arises because the CUSTOMER failed to follow PAPER CARPENTER PTE LTD's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or Services or (if there are none) good trade practice; or

10.4.2 the CUSTOMER alters or repairs such Goods or Services without the prior written consent of PAPER CARPENTER PTE LTD; or

10.4.3 the defect in the Goods or the failure in the Services arises from any design defect in any drawing, design, materials or Specification or any defects in material supplied or approved by the CUSTOMER or the defect in the Goods or the failure in the Services arises from any incompatibility of the Specification with the manufacturing processes or materials used by PAPER CARPENTER PTE LTD.

10.5 If the CUSTOMER makes a valid claim against the PAPER CARPENTER PTE LTD based on a defect in the quality of the Goods or failure in the Services, the PAPER CARPENTER PTE LTD shall, at its option,

repair or replace such Goods (or the defective part) or, in the case of Services, make good the Services or refund the Price of the Goods or Services in question.

10.6 If PAPER CARPENTER PTE LTD complies with Condition 10.5 it shall have no further liability for a breach of the warranty in Conditions 10.1 and 10.2 in respect of the quality of the

Goods or Services.

10.7 Any Goods replaced will belong to PAPER CARPENTER PTE LTD and any repaired or replacement Goods will be warranted on these Conditions for the unexpired portion of the Warranty Period.

10.8 The obligations stated above represent PAPER CARPENTER PTE LTD's quality commitments. Any terms which may otherwise be implied by any statute in Singapore or the common

law as to description, quality or fitness for purpose of the Goods or Services are hereby excluded to the fullest extent permitted by law.

10.9 PAPER CARPENTER PTE LTD does not exclude liability arising under any legislation in force in respect of the Sale of Goods & provision of services insofar as they relate to any liability

for death or personal injury caused by its gross negligence or for fraudulent misrepresentation.

10.10 Notwithstanding any other provision of these Conditions but without prejudice to Condition 10.9, PAPER CARPENTER PTE LTD shall not have any liability whatsoever, whether arising

in contract, tort (including negligence), breach of statutory duty or otherwise for any;

10.10.1 loss of profit;

10.10.2 loss of anticipated savings;

10.10.3 loss of business;

10.10.4 loss or damage to goodwill;

10.10.5 increased production costs;

10.10.6 any costs or work related to the removal of defective Goods or Services and the installation of repaired or replacement Goods or performance of

replacement Services;

10.10.7 any indirect, special or consequential losses or damages.

10.10.8 where the goods delivered to CUSTOMER by PAPER CARPENTER PTE LTD are subsequently exported out of Singapore

10.11 Without prejudice to Conditions 10.9 and 10.10, PAPER CARPENTER PTE LTD's maximum total liability to the CUSTOMER, whether in respect of one claim or a series of related claims

and whether arising in contract, tort (including but not limited to negligence), breach of statutory duty or otherwise, shall not exceed an amount equal

to the Price paid for the Goods or Services (as the case may be) giving rise to the claim. Notwithstanding the foregoing, PAPER CARPENTER PTE LTD's total aggregate liability to the CUSTOMER in any 12 month period for all Contracts entered into between the CUSTOMER and the PAPER CARPENTER PTE LTD shall not exceed the lower of (i) an amount

equal to 5% of the Price paid for all Goods and Services supplied to the CUSTOMER by PAPER CARPENTER PTE LTD in that 12 month period; or (ii) Singapore Dollars Thirty

Thousand (S\$30,000) or the equivalent thereof in any applicable foreign currency.

## 11. TERMINATION

11.1 PAPER CARPENTER PTE LTD shall (without prejudice to any rights or remedies available to PAPER CARPENTER PTE LTD) be entitled to terminate a Contract without liability if:

11.1.1 if the CUSTOMER or any member of the CUSTOMER's Group of Companies becomes bankrupt or shall be deemed to be unable to pay under the

provisions of any law applicable at the place of incorporation of the CUSTOMER where the CUSTOMER is a limited liability corporation and for all other BUYERS the deeming provisions shall be the applicable laws of Singapore or shall enter into an arrangement with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration, judicial administration or liquidation of the CUSTOMER or any member of the CUSTOMER's Group of Companies (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of the CUSTOMER's assets or undertaking or the assets or undertaking of any member of the CUSTOMER's Group of Companies, or if anything analogous to the foregoing occurs under the laws of any jurisdiction or if PAPER CARPENTER PTE LTD reasonably anticipates that any of the foregoing events are likely to occur;

11.1.2 if the CUSTOMER commits or allows to be committed any breach of the Contract.

• In the event of termination (howsoever arising) all amounts owing to PAPER CARPENTER PTE LTD shall become immediately due and payable including, for the avoidance of doubt, the Price for all Goods and Services supplied and all unrecovered investments and commitments notified to the CUSTOMER pursuant to Condition 2.8 hereof.

## **12. EXCUSABLE DELAYS**

PAPER CARPENTER PTE LTD shall be under no liability for any failure to perform any of its obligations under the Contract if the failure is caused by the occurrence of any events outside of its

reasonable control including, but not limited to, any act of God, acts of terrorism, governmental restriction, condition or control or by reason of any act or omission of PAPER CARPENTER PTE LTD's suppliers and sub-contractors or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery

and without prejudice to the generality of the foregoing where the continued retention by PAPER CARPENTER PTE LTD of the number of its foreign workforce is curtailed or completely halted by

the competent labour authority in Singapore.

## **13. FREE ISSUE MATERIALS AND TOOLING**

13.1 PAPER CARPENTER PTE LTD does not accept responsibility for the safe-keeping and condition of the CUSTOMER's samples, drawings, tools and the like whilst they are in PAPER CARPENTER PTE LTD's

possession (or in the possession of PAPER CARPENTER PTE LTD's sub contractors) whatever the circumstances may be in which they are lost, broken or damaged and the CUSTOMER should make its own arrangements to insure these items.

13.2 Where materials or tooling are supplied by the CUSTOMER to PAPER CARPENTER PTE LTD, such materials and tooling shall remain at the risk of the CUSTOMER at all times and PAPER CARPENTER PTE LTD shall not be liable for the loss of, or damage to, any material during fabrication by PAPER CARPENTER PTE LTD or any materials or tooling whilst being used by

PAPER CARPENTER PTE LTD or whilst stored on the premises of PAPER CARPENTER PTE LTD or whilst in transit to or from the BUYERS premises by PAPER CARPENTER PTE LTD.

For the purposes of this Condition "PAPER CARPENTER PTE LTD"

includes any sub-contractor engaged by PAPER CARPENTER PTE LTD.

13.3 Where materials or tooling are supplied by, or on behalf of, the CUSTOMER to PAPER CARPENTER PTE LTD, all such materials and tooling supplied will be of satisfactory quality and

all tooling that is or will be supplied by the CUSTOMER shall be in a good state of repair and good working order so as to enable Goods to be fabricated, serviced and/or repaired/overhauled and/or manufactured by PAPER CARPENTER PTE LTD and/or Services to be performed by PAPER CARPENTER PTE LTD in accordance with the Specification.

The CUSTOMER shall indemnify PAPER CARPENTER PTE LTD and keep PAPER CARPENTER PTE LTD fully and effectively indemnified in respect of all losses, damages, injuries, claims, liabilities, costs and

expenses arising directly or indirectly from any breach of this Condition 13.3.

13.4 An allowance for material lost as process or surplus scrap is (where applicable) included in the Price and no such losses shall be the subject of any claim by the CUSTOMER.

## **14. ATTENDANCE ON SITE**

14.1 The CUSTOMER shall only be entitled to attend PAPER CARPENTER PTE LTD's premises if the CUSTOMER gives to PAPER CARPENTER PTE LTD reasonable notice and all information reasonably

requested by PAPER CARPENTER PTE LTD regarding the purpose of the CUSTOMER's attendance and PAPER CARPENTER PTE LTD gives its prior written consent to such attendance on its site. The

CUSTOMER shall comply with all site rules and regulations and health and safety policies and procedures applicable to such premises whilst attending such premises. The CUSTOMER shall indemnify PAPER CARPENTER PTE LTD and keep PAPER CARPENTER PTE LTD fully and effectively indemnified in respect of all claims made or proceedings taken

against PAPER CARPENTER PTE LTD (and all associated costs and expenses incurred by PAPER CARPENTER PTE LTD) by any person, firm or company, including employees of PAPER CARPENTER PTE LTD, or of the

CUSTOMER or of any contractor of the CUSTOMER (or their personal representatives), whether in respect of death, personal injury or damage to property arising directly or indirectly from the attendance at such premises.

14.2 Any information disclosed by PAPER CARPENTER PTE LTD to the CUSTOMER during any such site visits shall be subject to the confidentiality obligations set out at Condition 15.4.

## **15. GENERAL**

15.1 The CUSTOMER shall not be entitled to assign the benefit or burden of any Contract without the prior written consent of PAPER CARPENTER PTE LTD.

15.2 If any provision of these Conditions shall be held invalid or unenforceable in whole or in part, the unaffected provisions however shall remain in full force and effect.

15.3 No waiver of or delay or failure by PAPER CARPENTER PTE LTD to exercise any rights or remedies shall prejudice any future or further exercise thereof.

15.4 The CUSTOMER shall keep as confidential all information disclosed to it by or on behalf of PAPER CARPENTER PTE LTD, which could reasonably be considered as confidential. This

shall include, but not be limited to, all information disclosed by PAPER CARPENTER PTE LTD, which relates to manufacturing processes and know-how, sourcing information (both materials and suppliers of services) and all information relating to PAPER CARPENTER PTE LTD's business, which is not in the public domain. The CUSTOMER shall not use any information so provided other than to enable it to perform its obligations under the Contract. All such information (and all copies thereof) shall be immediately returned to PAPER CARPENTER PTE LTD upon termination of the Contract.

15.5 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Third Party Rights) Act of Singapore to enforce any Contract.

15.6 All notices to be served by the CUSTOMER on the PAPER CARPENTER PTE LTD shall only be valid if addressed to the Managing Director of PAPER CARPENTER PTE LTD.

15.7 The CUSTOMER shall not be entitled to hold itself as an agent or representative of PAPER CARPENTER PTE LTD nor shall the CUSTOMER be entitled, in any way, to bind PAPER CARPENTER PTE LTD

without the prior written consent of PAPER CARPENTER PTE LTD (any such consent to be signed by a director of PAPER CARPENTER PTE LTD).

• All Contracts shall be governed by the laws of the Republic of Singapore and the Courts of the Republic of Singapore shall have exclusive jurisdiction to deal with any disputes between the CUSTOMER and PAPER CARPENTER PTE LTD. Notwithstanding the generality of the foregoing PAPER CARPENTER PTE LTD shall nevertheless be at liberty to commence

proceedings against the CUSTOMER or the property of the CUSTOMER anywhere in the world where such property is situated or where the CUSTOMER is incorporated or carries on business.