

## **Purchase Order Terms and Conditions**

### **1. ACCEPTANCE**

The supplier shall be deemed to have agreed to supply and deliver to buyer the goods and/or services hereby ordered upon:

(i) acknowledgement by the supplier (including without limitation acknowledgement in writing or through the buyer's eSupplier portal); or (ii) provision of such goods and/or services by the supplier in whole or in part.

### **2. QUALITY**

The goods/services shall be of good quality and workmanship and be fit for the purpose for which they are required by the buyer. The supplier is deemed to have full knowledge of the requirements of the buyer and of all relevant specifications and standards applicable to the goods/services and shall ensure that the goods/services comply with such specifications and standards in every respect.

### **3. PRICE AND PAYMENT**

The price of the goods/services shall be that stated in the purchase order. The price shall, unless expressly stated otherwise, be deemed to be inclusive of all applicable customs duties, packaging, marking, handling, freight and delivery, insurance, and all other applicable costs and charges. Further, the price of the goods/services shall be fixed and shall not be subject to any increase as a result of any increase in the cost of materials, labour, delivery, currency fluctuations or any other costs which may be incurred by the supplier for the provision of the goods/services.

The supplier shall submit an invoice for payment (indicating the amount of GST payable by the buyer if the supplier is a taxable person under the GST Act) within the time period (indicated in the relevant purchase order issued by the buyer) from the date on which the buyer receives and accepts the delivery and/or supply of the goods/services. Payment of the relevant invoice submitted by the supplier is to be made within the time period (indicated in the relevant purchase order issued by the buyer) after the buyer receives the relevant undisputed original invoice from the supplier.

The interest payable on any unpaid amount that has become due and payable shall be at the rate of 1% per annum. If the buyer is required by any law to make any deduction or withholding from any sum due or to become due to the supplier under or in connection with the purchase order, or in respect of any tax, duty, tariff, fee or charge of whatever nature, the buyer shall be entitled to make such deduction or withholding. Payment of such sum less such deduction or withholding shall discharge liability for the buyer to make payment of such sum (or, if the buyer so requests, the supplier shall forthwith pay to the buyer the amount of any withholding tax paid by the buyer and for which a deduction or withholding should have been made against any payment to the supplier but which was not made). The buyer shall provide documentary evidence for the deduction / withholding to the supplier (if any).

### **4. DELIVERY TERMS**

Delivery terms shall be as specified in the purchase order and in respect of the delivery of goods, shall be in accordance with the International Chamber of Commerce (INCOTERMS 2010) unless otherwise stated. All goods delivered pursuant to the purchase order must be free and clear of all liens and encumbrances whatsoever. For the avoidance of doubt, until the goods are accepted by the buyer or its authorised representatives, they shall remain the property and responsibility of the supplier and be at the supplier's risk. Except where so instructed by the buyer, delivery of the goods to any third party, including a carrier, shall not in itself be deemed to be delivery of the goods to the buyer.

For the avoidance of doubt, the time for delivery of the goods/services under the purchase order as specified by the buyer shall be of the essence. If the supplier fails to deliver the goods/services to the buyer by the specified time, the buyer shall be at liberty to reject the relevant goods/services and seek an alternative supply of the relevant goods/services, and where such alternative supply is sought, the supplier shall be liable for any loss or damage thereby incurred by the buyer, including but not limited to the cost of obtaining such alternative supply.

### **5. NON-COMPLIANCE AND DEFECTS**

Without prejudice to the buyer's other rights, where any of the goods/services supplied are not in accordance with the purchase order: (i) the buyer may instruct the supplier to repair and/or replace the relevant goods/services at no additional cost to the buyer, and the supplier shall comply with any such instruction within the time specified by the buyer; and/or (ii) in respect of the goods, the buyer may reject the relevant goods, in which event the rejected goods shall remain at the sole risk of the supplier. Upon receiving notice of the rejection, the supplier shall remove the rejected goods within such time as may be specified by the buyer, failing which the rejected goods shall be removed and/or disposed of by the buyer and the supplier shall be liable for any loss, expense or damage thereby incurred or suffered by the buyer. Notwithstanding the above, and without prejudice to the buyer's other rights, where any of the goods/services supplied are not in accordance with the purchase order, the buyer shall be at liberty to seek an alternative supply of the relevant goods/services, and where such alternative supply is sought, the supplier shall be liable for any loss or damage thereby incurred by the buyer, including but not limited to the cost of obtaining such alternative supply.

### **6. PACKAGING**

The goods shall be packed and marked in a proper manner and in accordance with any relevant specifications and standards and/or in accordance with any instructions of the buyer.

### **7. COMPLIANCE WITH LAWS**

The supplier shall, at its own cost and expense, comply with and give all notices required by any law, by-law, regulations, codes and standards that may from time to time be applicable to the performance of the purchase order by the supplier, including but not limited to the Casino Control Act (Cap. 33A) ("CCA") and any regulations enacted thereunder (including the Casino Control (Casino Contracts) Regulations 2010). The supplier shall ensure that it and any of its agents, employees, representatives, sub-contractors, sub-vendors and/or servants who enter the casino without paying an entry levy, for the purpose of providing the goods and/or performing the services, shall not take part in any gaming in the casino.

Without prejudice to the supplier's obligations under this clause, the supplier shall provide such information as may be required and/or notified by the relevant competent authorities. The supplier shall also promptly notify the buyer of any changes in the supplier's company name, registered address, business address and/or any such information as may be required and/or notified by the buyer to the supplier from time to time.

The Supplier shall pay and indemnify the buyer and its directors, officers, employees, affiliates, subsidiaries, agents against any fees, fines, penalties, charges or sanctions of similar nature which may be imposed by any law, by-law, regulations, codes and standards or any competent authorities arising out of or in respect of the supply of goods / services.

**8. INDEMNITY**

The supplier shall indemnify the buyer and its directors, officers, employees, affiliates, subsidiaries, agents against any liability incurred by the buyer to any person, and against all claims, damages, costs and expenses made against or incurred by the buyer and its directors, officers, employees, affiliates, subsidiaries, agents by reason of any negligence, default or breach by the supplier or its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants of the purchase order.

**9. ACCESS**

The supplier shall at all reasonable times permit the buyer and/or its duly authorised representatives and/or agents and/or servants access to all workshops and other places where the goods are manufactured, prepared or stored for the purpose of inspecting the same.

**10. SUB-CONTRACTING/ASSIGNMENT**

The supplier shall not sub-contract the whole or any part of the supply of the goods / services to any other person without the written consent of the buyer. The supplier shall not assign any of its rights, interests or benefits under the purchase order or any part thereof (including the right to receive monies) to any person without the prior written consent of the buyer and any assignment made in contravention of this clause shall not bind the buyer. The buyer shall have the right at any time to assign all or any of its rights or benefits, and/or transfer any or all of its obligations hereunder in whole or in part to any third party upon written notice to the Supplier, but without requiring the prior written consent of the supplier.

**11. VARIATIONS**

The buyer shall be entitled at any time, to issue orders to vary any part of the goods/services to be supplied, including but not limited to the quantity and/or specifications of the goods, or order any change to the goods/services that may be required by the buyer. Where an order for variation is issued by the buyer, the supplier shall advise the buyer on any time and/or cost implications that may result from such order within the time allowed by the buyer. The buyer shall pay the supplier for any such variation, and the amount payable shall be agreed to by the parties, failing which, subject to such adjustment as the buyer may consider reasonable, the applicable unit cost of the goods /services as specified in the purchase order and/or the prevailing industry rates shall apply.

**12. INSURANCE**

The supplier shall, at its own cost and expense, take out and maintain such insurance(s) necessary to cover its liabilities under the purchase order, including public and products liability, for an amount of not less than Singapore dollars one million (SGD1,000,000) in respect of any one occurrence, and shall incorporate provisions on cross liability and waiver of subrogation against the buyer. The terms of any insurance or the amount of any cover shall not relieve the supplier of any of its liabilities under the purchase order.

**13. TERMINATION**

The buyer may at any time and for any reason give the supplier written notice of termination, which shall have the effect of terminating the purchase order immediately. Upon receiving the buyer's written notice of termination, the supplier shall immediately: (i) stop all work under the purchase order; and (ii) notify its sub-vendors, sub-contractors and/or agents in writing to do the same.

Upon termination of the purchase order, the supplier shall be entitled to be reimbursed for the actual costs incurred up to and including the date of termination, which shall be limited to such costs that are properly incurred and consistent with such deliveries that have been ordered by the buyer and in accordance with recognized accounting principles. For the avoidance of doubt, save for the actual costs incurred by the supplier as aforesaid, the supplier shall not be entitled to claim for any other losses, damages costs or expenses, including loss of profit, that may be incurred by the supplier as a result of such termination. If the supplier abandons the purchase order or is in breach of any of the terms set out herein or fails to comply with any notice, instruction or order by the buyer, then the buyer may issue a notice in writing to the supplier specifying the default and requiring the supplier to rectify the default within thirty (30) days of receipt of the said notice. The buyer shall be entitled to give notice in writing to terminate the purchase order immediately in the event the supplier fails to rectify the default within the said thirty (30) days period.

If the supplier commits an act of bankruptcy or becomes bankrupt or insolvent or enters into any agreement of composition or deed of arrangement with its creditors or if being a company, a winding up order is made or if a receiver or manager of the supplier's undertaking is appointed or possession taken or execution levied by creditors or debenture holders or under a floating charge or if a judicial manager is appointed, the buyer shall be entitled to give notice in writing to terminate the purchase order immediately.

The buyer may use any of the goods supplied by the supplier up to the time of termination and shall have a lien over those goods and may sell any of the same and apply the proceeds of sale in or towards the satisfaction of any sums due or becoming due to it from the supplier under the purchase order. The supplier acknowledges and agrees that upon the receipt of a written notice served by any competent authorities requiring the purchase order to be suspended or terminated within the time specified in the notice, the purchase order shall be automatically terminated without prejudice to any rights that the buyer may have against the supplier before the date of such termination.

**14. CONFIDENTIALITY**

The supplier undertakes and shall ensure its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants undertake to treat as confidential, all information which comes into its or their possession pursuant to or as a result of or in the performance of the purchase order. Without the prior written approval of the buyer, the supplier will not discuss the purchase order or its relationship to the buyer with any branch of the media (including, without limitation, the posting of any information thereof on the internet) or with any third party nor will they furnish any information (including without limitation written materials, photographs, audio tapes or discs, video tapes or discs, computer programs or data, CD-ROMs, drawings or sketches) relating to the buyer to any media entity (including, without limitation, the posting of any

information thereof on the internet) or third party. The supplier will not use the buyer's name or its association with the buyer in any form or advertising or promotions (including, without limitation, the posting of any information thereof on the internet) without the prior written consent of the buyer. The supplier shall not and shall ensure that its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants do not without the written permission of the buyer, disclose any such confidential information mentioned in the clause herein to any third party. The operation of this clause herein shall survive the termination of the purchase order without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the supplier.

**15. INTELLECTUAL PROPERTY**

Any and all patents, designs, design rights, trademarks, trade names, copyrights and all other intellectual property rights (whether registered or not) (the "Intellectual Property") in all drawings, designs, plans, specifications or other documents (the "Buyer's Materials") given by the buyer to the supplier to enable the supplier to fulfill its obligations under the purchase order shall be used exclusively by the supplier for the purchase order. For the avoidance of doubt, the Buyer's Materials shall be deemed confidential. Insofar as any of the goods/services are manufactured/provided using the Buyer's Materials, the supplier shall not be permitted to disclose or provide any information on these goods/services to third parties without the prior written consent of the buyer. The supplier hereby warrants that it is the sole and unencumbered owner of the Intellectual Property in the drawings, designs, plans, reports, specifications, samples, prototypes or other documents related to the goods/services that it makes available for the purpose of performing its obligations under the purchase order (the "Supplier's Materials"), and that none of the same or the use thereof as contemplated under the purchase order infringes the Intellectual Property of any third party. The supplier shall be deemed to have given to the buyer a perpetual, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Supplier's Materials. The supplier undertakes to indemnify and keep the buyer and its employees, affiliates and agents harmless from and against any liabilities, damages, losses, costs, expenses, proceedings, suits or other consequences arising from any allegation or claim that a third party's Intellectual Property or other right has been infringed by the Supplier's Materials and/or any part or use thereof pursuant to the purchase order. The buyer shall own the Intellectual Property in all drawings, designs, plans, specifications or other documents created by the supplier, its partners, directors, agents, employees, representatives, sub-contractors, sub-vendors and/or servants of the supplier pursuant to the purchase order (the "New Intellectual Property"). The supplier shall, and shall procure that its sub-vendor or agent execute all formal documents necessary or desirable in order to assign to the buyer all New Intellectual Property at no cost to the buyer.

**16. PERSONAL DATA PROTECTION**

In furtherance of its performance of its obligations under the purchase order, the supplier may disclose information that constitutes personal data as defined by the Personal Data Protection Act ("PDPA") to the buyer. The supplier undertakes and warrants that it will obtain all necessary consents for the buyer to collect, use and disclose such personal data for the purposes contemplated in the purchase order. When dealing with personal data received from the buyer, the supplier shall only use and/or disclose personal data (i) in accordance with the purposes for which the buyer disclosed the personal data; (ii) in accordance with the instructions of the buyer; and (iii) in such manner that ensures the buyer's compliance with the PDPA. The supplier shall also comply with the PDPA, its regulations and guidelines and any reasonable request of the buyer with respect to the protection of personal data received from the buyer. In the event of any known unauthorized, unlawful, and/or unintended use, access, disclosure, alteration, loss, or destruction of personal data received from the buyer, the supplier shall immediately notify the buyer and cooperate with the buyer's requests to investigate and remediate such incidents and provide appropriate response and redress.

**17. LAW AND DISPUTE RESOLUTION**

The law governing the purchase order shall be the law of Singapore, without regard to principles of conflicts of laws. The Parties agree to submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters arising out of the purchase order.

**18. SEVERABILITY**

If any provision of the purchase order is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions of the purchase order shall continue in full force and effect.

**19. WAIVER**

The buyer's restraint or failure to enforce, at any time any of the provisions of the purchase order or any of its rights shall not waive any such right or provision or in any way affect the validity of the purchase order. The exercise by the buyer of any of its rights under the terms of the purchase order shall not preclude or prejudice the buyer from thereafter exercising the same or any other right it may have under the purchase order irrespective of any previous action taken by the buyer. Specifically, the buyer's acceptance of late deliveries shall not constitute a waiver of its right under clause 4 under the purchase order.

**20. AMENDMENT TO AGREEMENT**

Parties may at any time and for any reason mutually agree to amend, modify or vary any of the terms and conditions in the purchase order in writing.

**21. RIGHTS OF THIRD PARTIES**

Save as expressly provided otherwise, any person or party who is or which is not a party to the purchase order shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) (the 'Act') or any subsequent amendment thereto, to enforce any of the terms and conditions herein. For the avoidance of doubt, nothing herein shall affect any right or remedy of a third party which exists or is available apart from the Act.