

TERMS AND CONDITION OF PREVENTIVE MAINTENANCE SERVICING CONTRACT

UNIWES ENGINEERING (S) PTE LTD

DEFINITIONS

- **COVERED EQUIPMENT** means the equipment for which services/products are to be provided under this document submission. Covered Equipment are defined by the applicable Service Agreement pages and/or Equipment Lists attached to this document Submission.
- **EQUIPMENT FAILURE** means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.
- **SCHEDULED SERVICE VISITS** include labour required to perform inspections and preventive maintenance on Covered Equipment.
- **SCHEDULED SERVICE MATERIALS** include materials required to perform Scheduled Service Visits on Covered Equipment.
- **REPAIR LABOR** includes labour necessary to restore Covered Equipment to working condition following an Equipment Failure and Excludes total equipment replacement due to obsolescence or unavailability of parts.
- **REPAIR MATERIALS** includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. At UNIWES ENGINEERING(S) PTE LTD (UNIWES) option, Repair Materials may be new, used, or reconditioned. All Repair Materials are covered by the warranty as described below.

MAINTENANCE SERVICE COVERAGE & SCOPE OF WORKS

The scope of works are defined by the applicable pages and/or quotation detailed in the document submission. The Customer should understand all technical specification and design before issuing of Purchase Order to UNIWES. Any variance to scope of supply will be quoted separately. By issuing Purchase Order by Customer to UNIWES (Also refer as UNIWES ENGINEERING (S) PTE LTD), it is automatically understood that customer has agreed to and bind by this terms and condition. This document will prevail any known Terms and Condition by client.

INITIAL EQUIPMENT INSPECTION FOR SERVICING

UNIWES will inspect and advise Customer of the covered equipment under this agreement. if UNIWES finds any Covered Equipment not in working order or in need of repair under servicing contract. With the Customer's approval, UNIWES will perform the work necessary to put the Covered Equipment in proper working condition at separate cost. If the Customer does not want UNIWES to do the work identified by UNIWES, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will then be adjusted.

WARRANTY

UNIWES warrants that its products/services will be provided in a good and workmanlike manner and that, in the absence of any express terms to the contrary, the goods supplied are of satisfactory quality as defined by the Sales of Goods Act (Cap.393) and are fit of the purposes Communicated to UNIWES in writing at the time of making this Agreement.

If UNIWES installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, UNIWES will transfer the benefits of that manufacturer's warranty to Customer.

CUSTOMER OBLIGATIONS AND COMMITMENTS TO UNIWES

1) The Customer warrants that, to the best of Customer's knowledge, that all Covered Equipment is in good working condition and that the Customer has given UNIWES all information of which Customer is aware concerning the condition of the Covered Equipment.

2) The Customer agrees that, during the term of this Agreement, the Customer will:

- Operate the Covered Equipment according to the manufacturer's recommendations;
- Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer;
- Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by UNIWES,
- Including adequate space, electrical power, Security, air conditioning, and humidity control;
- Notify UNIWES immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- Allow UNIWES to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that UNIWES can perform the services required under this Agreement. Any manhour loss due to uninformed changes on schedule or delays will be charged separately. Any rescheduled/cancellation of agreed scheduled maintenance date shall be made 3 working days in advance.
- It is the responsibility of the Customer to provide any and all regulatory and/or proper maintenance services according to the
- Manufacturer's recommendations to sub-components associated to the Covered Equipment, as necessary, for the proper functioning Of Covered Equipment, if such services are not UNIWES's responsibility under this Agreement.
- Any clarifications on scope of supply should be clarify before issuing of Purchase Order.

3) The Customer acknowledges that its failure to meet these obligations will relieve UNIWES of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.

4) The customer acknowledges that all of its staff complies to work business ethic under MOM (Ministry of manpower) and UNIWES Business ethic code under <http://www.uniengr.com.sg/webpages/terms-and-condition.aspx>

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CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to its Equipment. If, in UNIWES's opinion, such changes or alterations substantially affect UNIWES's services or obligations, UNIWES shall have the right to make appropriate changes to the scope and/or to the price of this Agreement or to both with approval from Customer. UNIWES reserves the right to terminate the contract and/or warranty if the need arises, without incurring any penalties, after the changes or when alterations have been made.

ACCESS

The Customer will give UNIWES full access to all equipment that is either Covered Equipment or associated with it when UNIWES requests such access. If access cannot be provided, UNIWES's obligations under this Agreement will be suspended until such access to the equipment is provided. Matters affecting UNIWES's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of UNIWES's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

EXCLUSIONS

UNIWES's services under this Agreement do not include the following unless otherwise stated in quotation:

- 1) Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper;
- 2) Calls resulting from lack of operator-level preventive maintenance/training or site-related problems, or operator error; service calls due to failures resulting from acts of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events abuse or misuse of equipment, or alterations, modifications, repairs to equipment not performed or provided by UNIWES;
- 3) The furnishing of materials and supplies for painting or refinishing equipment;
- 4) Electrical work to the Customer's facility necessary because of equipment;
- 5) Service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;
- 6) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 7) Service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe weather that is beyond what is prevented by UNIWES's normal maintenance;
- 8) Work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by UNIWES;
- 9) Work caused by the negligence of others, including but not limited to equipment operators, Customer's subcontractors and water treatment companies;
- 10) service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond UNIWES's control, and service calls required because UNIWES had previously been denied access to the equipment; and
- 11) Disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by UNIWES as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.
- 12) Disposal of equipment and tools

UNIWES'S EQUIPMENT

UNIWES may provide tools, documentation, panels, or other control equipment in the Customer's building for UNIWES's services. That equipment/information shall remain UNIWES's property. UNIWES retains the right to remove such items at any time during the term, or upon the termination of, this Agreement.

INDEMNITY

UNIWES and the Customer agree that, UNIWES shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of UNIWES. UNIWES and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. The obligations of UNIWES and of the Customer under this paragraph are further subject to paragraphs below.

LIMITATION OF LIABILITY

1) If this Agreement covers fire safety or security equipment, the Customer understands that UNIWES is not an insurer regarding those services. UNIWES shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.

2) UNIWES shall not be liable for (i) special, indirect, incidental, punitive, exemplary, unintentional or consequential damages arising out of or in connection with this agreement or the products or services; or (ii) any damages arising out of or in connection with: (a) products or services not being available for use, including any costs of obtaining substitute products or services; (b) loss of, corruption of, or loss of use of any products, hardware, software or data; (c) loss of revenue, profit/potential profit, or business opportunity; (d) business interruption or downtime; or (e) inability to achieve a particular result. To the extent permitted by applicable law, the total liability of UNIWES arising out of, or in connection with this agreement or the products or services, shall not exceed the amount of the fees paid by customer for the servicing contract or LIMITED TO SINGAPORE DOLLAR 10,000 (SGD).

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3) Neither UNIWES nor the Customer will be responsible to the other for any special, indirect, or consequential damages. Neither party will be held responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to acts of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, Quarantine Order as well as travel restrictions or travel warnings due to any such events, abuse or misuse of equipment, or alterations, modifications and repairs to equipment not performed or provided by UNIWES.

ASBESTOS AND HAZARDOUS MATERIALS

UNIWES's work and services under this Agreement exclude anything connected or associated with asbestos or hazardous materials/Chemical. UNIWES shall not be required to perform any identification, abatement, clean up, control, or removal of asbestos or hazardous materials/Chemical/Sludge unless specified. The Customer represents that, to the best of the Customer's knowledge, there is no asbestos or hazardous material in the Customer's building that will in any way affect UNIWES's work. Should UNIWES become aware of or suspect the presence of asbestos or hazardous materials, UNIWES shall have the right to stop work in the affected area immediately and notify the Customer. The Customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Customer agrees to assume responsibility for any claims arising out of or relating to the presence of asbestos or hazardous materials in the Customer's building.

UNIWES EMPLOYEES

The Customer acknowledges that UNIWES's employees are a valuable asset to UNIWES. Either Party shall not during the Term of any existing Servicing Agreement/Purchase Order and for a period of 18 months after the expiration or termination of this Agreement (whichever is applicable), solicit, entice away or attempt to entice away any employee or consultant of the other party who has been directly/indirectly involved in the provision or receiving of the Services. The customer warrants that its personnel do not represent themselves as being, or allow another person to be under the misapprehension that any of them are, an employee, partner or agent of the Principal.

ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

RENEWAL PRICE ADJUSTMENT

UNIWES will provide Customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

RESOLUTION OF DISPUTES

If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.

MISCELLANEOUS PROVISIONS

- 1) Any notice that is required to be given under this Agreement must be in writing and sent to the party at the address noted on the first page of this Agreement.
- 2) This Agreement cannot be transferred or assigned by either party without the prior written consent of the other party.
- 3) This Agreement is the entire Agreement between UNIWES and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between UNIWES and the Customer.
- 4) Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.
- 5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect. Should any changes to relevant regulations, laws, or codes substantially affect UNIWES's services or obligations, the Customer agrees to negotiate with UNIWES for appropriate changes to the scope or price of this Agreement or both.
- 6) When executed by the parties and approved by our authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in customer's purchase order, or otherwise), shall be binding upon us unless expressly agreed to in writing by our authorized representative.

STRUCTURE

For the avoidance of doubt, the following documents shall constitute a Supply Contract between the parties:-

- (a) this Standard T&C;
- (b) the Quotation; and
- (c) the Purchase Order.

In the event of any inconsistency or conflict between or amongst the three documents, the documents shall prevail in the following order (the document with the most prevailing qualities over the others listed first):-

- (i) the Quotation;
- (ii) this Standard T&C;
- (iii) the Purchase Order.

However no term and condition in any Customers' documents including, but not limited to the Purchase Order, that differ from

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and add to the Quotation and this Standard T&C shall be applicable, unless accepted through a written consent by the UNIWES.

Oral quotations are for guidance only and are not binding upon UNIWES.

TERMINATION

Either party may terminate this Agreement provided, however that written notice of such termination is received by the non-terminating party at least (30) days prior to the termination date. Neither party shall be liable to the other party for any reason because of such termination. The customer will not be refunded for any downpayment. Any cost related and/or resulting to the cancellation or termination of the purchase order will be payable by customer to UNIWES.

PAYMENT AND INVOICING.

Payment is due at the time the order is placed. If Customer is approved for credit, payment shall be due to given terms from the date of invoice ("Invoice Date"). Payment shall be in the currency listed on the UNIWES invoice. All sums not paid when due shall accrue interest daily at a monthly rate of the lesser of 1.5% or the highest rate permissible by law. If there are multiple units in an order, each unit will be invoiced when shipped.

The pricing and/or technical specification of equipment/servicing render to customer is considered as confidential to UNIWES. The customer warranty that a policy is in place to protect sensitive information and its representative/itself will not be disclosed these sensitive information to irrelevant personnel (operators/technician) , including written/ verbal and/or electronically without written permission from UNIWES. The customer may disclose the confidential information to only officers/ employee who have specific needs to have access to the confidential information for the expressed purpose and who are bound by express confidentiality obligations.

PROPRIETARY RIGHTS

UNIWES reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by UNIWES under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in such intellectual property.