

GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRODUCTS AND/OR SERVICES

1. SCOPE

- 1.1 This General Terms and Conditions for Purchase of products and/or services ("GTC") governs the terms of purchase of any products, equipment, components, parts and materials ("Products") and work and/or services ("Services") by Hollysys (Asia Pacific) Pte Ltd and its divisions, subsidiaries, and affiliates ("HAP") from a supplier ("Supplier"). HAP and Supplier are referred to individually a "Party" and collectively, the "Parties".
- 1.2 HAP may from time to time place a purchase order or other similar purchase documents ("Order") to Supplier. In consideration of HAP placing an Order, the Supplier expressly and unconditionally agrees to the terms and conditions of this GTC and further agrees that the terms and conditions of this GTC supersedes any other terms or conditions contained in any of the Supplier's sale order, quotation, invoice or any other document of the Supplier ("Supplier's Documents"). For the avoidance of doubt, HAP is deemed to have expressly objected to any conflicting terms and conditions in the Supplier's Documents and/or the Contract (as defined below).
- 1.3 The terms and conditions of this GTC may be amended, varied or modified only with the express agreement in writing executed by the authorized representatives of the Parties. Supplier warrants and represents that it has full power and authority to accept, execute and bind itself to performance hereunder. Each Party warrants and represents that the individual accepting and/or amending this GTC is an officer or a principal of the Party on behalf of whom it signs, or has been granted or delegated all requisite power and authority to bind the Party on behalf of which he accepts and/or executes. For the avoidance of doubt, the authorized representative of HAP shall be the Chief Executive Officer.
- 1.4 This GTC is expressly incorporated into the Contract (as defined below).
- 1.5 HAP reserves its right to update and revise this GTC from time to time. HAP shall publish the updated GTC at its website or will provide Supplier such updated GTC at the soonest possible, if Supplier requests.

2. ORDERS

- 2.1 An Order placed by HAP is valid for five (5) working days from the date of the Order, such date to count as day zero ("Validity Period"). The Supplier may confirm its acceptance of the Order in writing within three (3) working days from the date of its receipt of the Order but always before the end of the Validity Period. A contract between the Parties for the purchase of Products and/or Services is formed upon Supplier's written acceptance in any form i.e. letter, email or by fulfillment of an Order ("Contract"). All Orders will be deemed accepted by Supplier, per HAP's requested delivery date, if Supplier does not provide a written notice of rejection before the end of the Validity Period. Any partial fulfillment of an Order will also be deemed accepted by Supplier.

- 2.2 Where the Supplier's written confirmation or the terms of any Supplier's Documents vary from the terms of the Order, HAP shall only be bound by such terms if HAP agrees to such variation in writing. For the avoidance of doubt, the acceptance of delivery of and payment for Products and/or Services shall not constitute HAP's agreement of any such variation.
- 2.3 HAP may vary or cancel an Order at any time without any liability on HAP's part prior to its receipt of the written acceptance by the Supplier.
- 2.4 HAP may at any time after its receipt of the written acceptance by the Supplier requests the Supplier to vary an Order in writing. The Supplier shall within five (5) days thereof provide to HAP a statement detailing the changes to the time lines, prices and any other information HAP may require arising from such variation. Such variations shall only be implemented upon the Parties' mutual agreement in writing. In the event the Parties are not able to agree to the terms of the variation, HAP may terminate the Contract without any liability on its part.

3. PRICES

- 3.1 The prices for the Products and/or Services are stated in the Order ("Price"). The Price is fixed and shall include, but not limited to all delivery charges, insurance and packing cost and materials. Notwithstanding the foregoing, the Price excludes any sales tax, value added tax, goods, goods and services tax and services tax or other similar taxes ("GST and/or VAT").

4. PAYMENT AND TERMS OF PAYMENT

- 4.1. The Supplier shall provide to HAP a detailed invoice stating the reference number of the Order and the description of the Products and/or Services upon complete delivery of the Products and/or Services and due acceptance of delivery by HAP.
- 4.2 Unless otherwise provided for in the Contract, HAP shall make payment for the Products and/or Services within thirty (30) days from the date of its receipt of the Supplier's invoice. Notwithstanding the foregoing, HAP shall have the right to withhold any payment for reasons of deficiency until such time the deficiency is completely rectified. Payments made by HAP pursuant to this Clause 4.2 shall not be construed as an acceptance that the Products and/or Services are delivered in good order in accordance with the terms of the Contract.
- 4.3 In the event that a deduction or withholding is required under any applicable law, HAP shall have the right to withhold and deduct such tax or charge from the Price.
- 4.4 In the event GST and/or VAT becomes payable in accordance with the relevant tax legislation at any place, the Supplier shall issue a valid tax invoice in accordance with the requirements of the relevant tax legislation of that jurisdiction where the supply has taken place. HAP shall pay to the Supplier such amount of GST and/or VAT in addition to the Price, provided that the Supplier provides to HAP all information and documents required to allow HAP to recover the GST and/or VAT (for example, in the form of input tax) as may be permitted by the applicable law. Apart from

GST and/or VAT, HAP shall not be liable for any other taxes, duties, levies, or impost which the Supplier may be liable arising from the supply of Products and/or Services under the Contract.

- 4.5. If HAP disputes all or any portion of an invoice, HAP shall make payment of the undisputed amount in accordance with Clause 4.2 above and shall deliver a written notice to the Supplier stating the disputed amount and the basis for the dispute within thirty (30) days of receiving the Supplier's invoice. Upon resolution of the dispute, where applicable, HAP shall pay the disputed amount or such amount agreed by the Parties to the Supplier.
- 4.6. Notwithstanding anything in this Clause 4, HAP shall have the right to set off any amounts owing by the Supplier to HAP against any amounts due to Supplier from HAP.

5. DELIVERY

- 5.1. The Products and/or Services shall be delivered on the dates ("Delivery Date") and at locations in accordance with the delivery terms specified in the Contract. HAP may request the Supplier to deliver the Products and/or Services directly to HAP's customer in its Order. In addition, HAP may vary the delivery terms by giving the Supplier reasonable notice in writing.
- 5.2. The shipping terms stated in the Contract, if any, shall be construed in accordance with Incoterms 2020, as amended from time to time. All Products will be delivered DDP HAP's destination (Incoterms 2020).
- 5.3. Time is of the essence for the delivery of the Products and/or Services, and the Supplier's failure to deliver in accordance with the delivery terms shall constitute a breach of the Contract. Should HAP purchase complete package from the Supplier, final as build complete documentations shall be delivered to HAP together. The Supplier shall give HAP notice of any prospective failure to deliver the Products and/or Services by the Delivery Date as soon as practicable. If only a portion of the Products or a part of the Services can be delivered on the Delivery Date, the Supplier shall deliver the available Products and/or Services unless otherwise directed by HAP. Partial deliveries shall be deemed late deliveries and be considered completed only when all the Products and/or Services are delivered. Where Products and/or Services involve implementation, installation and/or other commissioning, the Products and/or Services are deemed to be delivered upon successful implementation, installation and/or commissioning and HAP's written acceptance of delivery.
- 5.4. In the event that the Supplier is not able to meet the delivery date in the Contract, the Supplier shall immediately notify HAP in writing and HAP shall have the right to:
 - (a) make such necessary re-arrangements for delivery and agrees to pay premium freight and/or request for partial delivery if possible notwithstanding that such re-arranged or partial delivery is deemed to be a late delivery which shall be completed when all Products and/or Services are delivered;
 - (b) unless otherwise agreed between the parties, HAP impose liquidated damages calculated at [0.1% of the price of the respective Order] for each day of delay starting from the date of

default until the date of actual complete Delivery Date, subject to a cap of 10% of total amount of all Orders. The Supplier agrees that such liquidated damages are reasonable estimates of HAP's losses and damages. HAP may, but shall not be bound to, deduct such liquidated damages, whether in whole or in part, from any moneys due from HAP to the Supplier under any Order; and/or

- (c) cancel or terminate the Contract or any part thereof without any liability and without prejudice to any other right or remedy available to HAP.

- 5.5 The Supplier shall at its own costs and expenses provide to HAP an irrevocable and unconditional performance bond for the due and faithful performance by the Supplier of all its responsibilities and liabilities under the Contract amounting to a maximum of up to 10% of the total amount of all Orders. The Bond shall be in such terms as HAP shall approve and shall be executed by an insurance company or bank approved in writing by HAP, of which such approval shall not be unreasonably withheld, acknowledging that the insurance company or bank is liable to HAP for the aforementioned sum.

Such Performance Guarantee shall be duly executed and furnished to HAP within thirty (30) days from the date of first Order.

6. INSPECTION AND REJECTION

- 6.1 HAP shall have the right to inspect the Products and/or Services for compliance with the Contract before delivery provided HAP gives written notice of inspection at least five (5) working days before the inspection, such inspection to be carried out during normal working hours at the Supplier's premises. The Supplier shall make available or otherwise grant right of access to its premises as HAP may reasonably require. Where Products and/or Services involve implementation, installation and/or other commissioning, HAP shall have the right to inspect the Products and/or Services after such implementation, installation or commissioning.
- 6.2 HAP may within a reasonable time after an inspection reject the Products and/or Services if the Products and/or Services do not comply with the Contract and the Supplier shall rectify or replace such Products and/or Services at its own cost to HAP's satisfaction.
- 6.3 Any inspection and/or acceptance by HAP of the Products and/or Services shall not be deemed a waiver of the Supplier's warranties herein.
- 6.4 HAP reserves the right to inspect the Products on or after the Delivery Date. HAP, at its sole option, may reject all or any portion of the Products if it determines the Products are defective or nonconforming. If HAP requires replacement of the Products, pursuant to Section 6, Supplier shall promptly replace the nonconforming Products. If Supplier fails to timely deliver replacement Products, HAP may replace them with Products from a third party and charge Supplier the cost thereof and terminate this Order for cause pursuant to Section 9. Any inspection or other action by HAP under this Section shall not affect Supplier's obligations under the Order, and HAP shall have the right to further inspection after Supplier takes remedial action.

7. TITLE AND RISK

- 7.1. The Supplier warrants that it has good title to the Products supplied to HAP, free and clear of any liens and encumbrances. Without prejudice to HAP's right to reject the Products in accordance with the terms herein, title and risk of Products shall pass to HAP in accordance with the delivery terms specified in the Contract. Where Products and/or Services involve implementation, installation and/or other commissioning, title and risk of Products shall pass upon HAP's written acceptance of delivery. The Supplier acknowledges that the Products may be on-sold to an end user by HAP and warrants that HAP will be able to supply the end user with good title.

8. SOFTWARE

- 8.1 If Software is included in the Supplier's Products and/or Services, the Supplier represents and warrants that it has the necessary title or right to such Software. The Supplier acknowledges and expressly agrees that HAP may on-sell such Products and/or Services with the Software to HAP's customers.
- 8.2 The Supplier grants HAP a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable licence: (a) to use the Software; (b) to grant a sub-license to its customers, distributors and other end users of the Products and/or Services to use the Software; (c) to reproduce and distribute copies of the Software in any medium, with or without modifications; and (d) to on-sell or on-supply the Software as part of HAP's Products and/or Services.
- 8.3 The Supplier shall provide HAP, and allow HAP to provide to its customers and other end users of the Products and/or Services, updates of the Software and such other technical advice, assistance, data and information necessary to maintain and use the Software. Insofar as the Software contains an open source software, the Supplier shall further provide the source code of the relevant open source software, a schedule of all open source files used and a copy of the relevant license, and shall ensure that the Supplier's and HAP's Products and/or Services, and any other Products and/or Services derived therefrom may be distributed without contravening the terms of the open source license.
- 8.4 References to "Software" or "software" shall mean the machine readable (object code) version of computer programs ("Software") and shall include all documentation, source code and other data in relation to the Software.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Supplier represents and warrants, at all times until the Products and/or Services are delivered, that:
- (a) it has full legal capacity and authority to enter into the Contract and has all necessary licenses and permits required by law to perform its contractual obligations under the Contract;

- (b) where Products are supplied, (i) the Products conform with the specifications contained in the Contract; (ii) the Products are new and do not contain any used or reconditioned parts or materials unless otherwise specified or approved by HAP; (iii) the Products are of satisfactory quality, merchantable and fit for any intended use expressly or impliedly made known to the Supplier and free from all defects in material and workmanship; (iv) are free and clear of any liens and encumbrances; and (v) the design, construction and quality of the Products shall comply in all respects with all requirements of any statutory regulation, order, contract or any other instrument having the force of law, which may be in operation at the time when the Products are supplied; and
 - (c) where services are supplied, the services conform with the specifications contained in the Contract and are executed in a proper and skillful manner by properly qualified and experienced personnel and conform to generally accepted industry standards.
- 9.2 The Supplier further warrants all Products and/or Services against defects with the greater of the following:- (i) the manufacturer's standard warranty, (ii) the warranty that is publicly posted on manufacturer's website, (iii) the warranty that is required by local law, or (iv) 24 months from the date of HAP's acceptance of the Products and/or Services. HAP is authorized to pass this warranty through to its customers and to end users. The warranty period as set forth in this Section 9 shall begin to run with respect to HAP's customers and any end user upon delivery of the Product to HAP. Any Product to be returned under the terms of the warranty may be shipped to Supplier either from HAP or directly from HAP's customers or end users.
- 9.3 This Clause 9 shall apply to any replacement, repaired, substituted or remedial Products and/or Services provided by the Supplier.
- 9.4 The Supplier shall comply with all relevant statutes, rules and regulations and bye-laws affecting its obligations and the performance of the Contract.
- 9.5 Any breach of any of the representations and warranties above, shall entitle HAP to terminate the Contract without prejudice to HAP's other rights under the Contract or in law. The Supplier shall fully indemnify and hold HAP harmless on demand from and against any loss, costs, expense or damage which HAP may suffer or incur as a result of any breach of any of the above representations and warranties made by the Supplier.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Supplier represents and warrants that the Products, Services and/or Software do not violate or infringe any Intellectual Property Rights of any third party.
- 10.2 The Supplier shall fully indemnify HAP, and its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, but not limited to legal fees and cost) in respect of any alleged or actual infringement by any of the Supplier's Products and/or Services of any Intellectual Property Rights.

- 10.3 All Intellectual Property Rights arising from all drawings, specifications, plans or other information provided by HAP to the Supplier shall remain with HAP absolutely. All Intellectual Property Rights arising from modification and customization of any of the Supplier's Products and/or Services made by the Supplier on HAP's behalf or by HAP itself shall vest in HAP absolutely.
- 10.4 Any reference to "Intellectual Property Rights" in this GTC shall mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, confidential information, trade or business names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licences of or in respect of such rights.

11. INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

- 11.1. If any action, claim, proceeding or suit is brought against HAP for the infringement of any Intellectual Property Rights by the use or resale of the Supplier's Products and/or Services, the Supplier shall at its own cost and expense defend or settle all such action, claim, proceeding or suit brought or threatened to be brought against HAP. HAP endeavours to provide the Supplier all reasonable assistance, written notice of the all such action, claim, proceeding or suit and the authority, information, and assistance needed to defend all such action, claim, proceeding or suit.
- 11.2 Notwithstanding Clause 11.1, if any of the Supplier's Products, Services and/or Software is held to have infringed or alleged to be infringing any Intellectual Property Rights, the Supplier shall at its own cost and expense procure the right for HAP and/or its customers and end-users to continue using or receiving the infringing Products, Services and/or Software. If the Supplier is unable to do so, the Supplier shall at its own cost and expense to:
- (a) replace or modify the infringing Products, Services and/or Software such that the said Products, Services and/or Software becomes non-infringing; or
 - (b) remove the infringing Products, Services and/or Software and refund the purchase in respect of the infringing Products, Services and/or Software.

12. INDEMNITY

- 12.1. The Supplier shall indemnify HAP and its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, but not limited to legal fees and cost:
- (a) as a result of the Supplier's breach or failure to perform its obligations under the Contract or non-compliance with requirements hereunder or applicable laws, regulations, directives, or ordinances;

- (b) as a result of the negligence, act, default or omission of the Supplier, or its employees, subcontractors or agents in connection with the provision of the Products and/or Services; or
- (c) resulting from death, injury, loss or damage to persons or property caused or contributed by the negligence, act, default or omission of the Supplier, or its employees, subcontractors or agents.

12A. LIMITATION OF LIABILITY

HAP WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING OUT OF OR RELATED TO THE ORDERS OR ANY TERMINATION, REJECTION, OR REVOCATION OF ACCEPTANCE OF THE ORDERS, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO THE REPUTATION OF SUPPLIER, OR LOSS OF CUSTOMERS, EVEN IF HAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HAP'S LIABILITY EXCEED THE PRICE SET FORTH IN THE ORDER.

13. FORCE MAJEURE

- 13.1. A Party is not liable for any failure to perform, or delay in performing ,its obligations (other than an obligation to pay money when due) under this GTC or the Contract due to causes beyond its reasonable control (regardless of whether the cause was foreseeable), including but not limited to, acts of nature, explosion, flood, tempest, operational disruptions, fire, accident, war, delay of carriers, cyber-attacks, terrorist attacks, man-made or natural disasters, epidemic medical crises, shortages of materials or goods, criminal acts, delays in delivery or transportation, labour disturbance or inability to obtain labour, materials or goods through regular sources, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or inaction of government, strikes, lock-outs or other industrial actions or trade disputes (each a "Force Majeure Event").
- 13.2. A Party seeking relief under this Clause 13 shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and shall use reasonable endeavors to resume full performance of its obligations under the Contract.
- 13.3. Should the Parties be prevented from fulfilling their respective contractual obligations by a Force Majeure Event lasting for a period of more than one (1) month, either Party may, with written notice to the other Party, terminate the Contract and no Party shall have any claim against the other in respect of such force majeure.

14. EXPORT/IMPORT

- 14.1 The Supplier represents and warrants that its provision of Products and/or Services complies with all applicable export control and other trade regulations and legislations, including but not limited to those in the United States of America, the European Union, and/or other any relevant jurisdiction. If the Supplier contravenes this Clause 14.1, HAP may terminate, cancel, or otherwise be excused from performing any obligations its obligations in the Contract. The Supplier shall indemnify HAP and its representatives against any damages, costs, losses, and/or liabilities arising out of the Supplier's non-compliance with this Clause 14.1.
- 14.2 If the Supplier's Products and/or Services require any approvals, license or permit from any governmental or other regulatory authority, the Contract shall be deemed conditional upon such approvals, license or permit being obtained. Unless otherwise legislated by any applicable law, the Supplier shall obtain all necessary approvals, license or permit required for the provision of the Products and/or Services, including transfer, export, re-export or import the goods and related technology where applicable. If such approvals, license or permit cannot be obtained, the Contract shall be void and HAP shall be excused from performing its obligations in the Contract.
- 14.3 If applicable, Supplier shall advise HAP in writing as early as possible, but not later than two weeks prior to the delivery date, of any information and data required by HAP to comply with all Foreign Trade Regulations for the Products and/or Services applicable in the countries of export and import as well as re-export in case of resale. If requested, Supplier shall provide HAP for each Product and/or Service:
- a) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and
 - b) all applicable export list numbers; and
 - c) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
 - d) the country of origin (non-preferential origin); and
 - e) upon request of HAP: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers),

("Export Control and Foreign Trade Data")

In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations, Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than two weeks prior to the Delivery Date. Supplier shall be liable for any expenses and/or damage incurred by HAP due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

15. TERMINATION AND/OR SUSPENSION OF SUPPLIES

- 15.1. In the event that:

- (a) the Supplier is in breach of the Contract; or
- (b) the Supplier makes any voluntary arrangement with its creditors 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 has an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or
- (c) an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Supplier; or
- (d) the Supplier ceases or threatens to cease to carry on business; or
- (e) there is a change in control of the Supplier which in the reasonable opinion of HAP adversely affects the position, rights or interests of HAP (for the purpose of this sub-Clause, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares, or otherwise howsoever); or
- (f) in the reasonable opinion of HAP, there occurs a material change in the financial position of the Supplier which is likely to affect the Supplier's ability to perform its obligations under the Contract; or
- (g) HAP reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly,

HAP shall be entitled to, by written notice to the Supplier terminate the Contract forthwith on the occurrence of each of the events in Clauses 15.1(b), 15.1(c), 15.1(d) or 15.1(e), or suspend any further deliveries or commissioning works under the Contract without any liability to HAP on the occurrence of each of the events in Clauses 15.1(a), 15.1(f) and 15.1(g).

15.2 Upon the issuance by HAP of a written notification giving notice of the suspension of any further deliveries, production or commissioning works under the Contract pursuant to Clause 15.1, the Supplier shall:

- (a) if the suspension is due to or arises from a breach by the Supplier of the Contract under Clause 15.1(a), remedy such breach within fourteen (14) days of the written notification of suspension, failing which HAP shall be entitled to terminate the Contract forthwith by issuance of a written notice to the Supplier;
- (b) if the suspension is due to or arises from a material change in the Supplier's financial position in accordance with Clause 15.1(f), provide HAP with a performance bond or such other security ("Security") to HAP's reasonable satisfaction within thirty (30) days of the written notification of suspension, failing which HAP shall be entitled to continue the

suspension until HAP is provided with such Security or to terminate the Contract forthwith by issuance of a written notice to the Customer; or

- (c) if the suspension is due to or arises from a Clause 15.1(g) event, provide HAP with proof to HAP's reasonable satisfaction, within thirty (30) days of the written notice of suspension, that the relevant event, the occurrence of which HAP reasonably apprehends, is not occurring and will not occur, failing which HAP shall be entitled to continue the suspension until HAP is provided with such proof or to terminate the Contract forthwith by issuance of a written notice to the Customer.

In the event the Contract is terminated pursuant to this Clause 15.2, HAP shall, in addition and without prejudice to the remedies in Clause 17.1, be entitled to recover all losses and damages from the Customer.

- 15.3 Termination of the Contract by HAP shall not discharge the Customer from any existing obligation accrued due on or prior to the date of termination. The rights and remedies granted to HAP pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.
- 15.4 The Parties agree to waive any provision which require a court order for the termination of the agreement under this GTC.

16. GENERAL

- 16.1 The Contract shall be governed, construed, and enforced in accordance with the laws of Singapore without reference to the conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.
- 16.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("Rules") for the time being in force, which Rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC and mutually agreed upon by the parties. The language of arbitration shall be English. The arbitral award is final and binding. Supplier may not hinder enforcement of the arbitral award filed by HAP for whatsoever reasons.
- 16.3 The prevailing party in any legal proceedings brought by or against the other party to enforce any provision or term of the Contract shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party. A person who is not a party to this GTC and the Contract shall have no rights under this GTC or the Contract under the Contracts (Rights of Third Parties) Act (Chapter 53B) or under any other similar applicable law, statute or regulation.

- 16.4 The Supplier shall not assign any rights, duties or obligations under the Contract without HAP's prior written consent. HAP's affiliates may perform HAP's obligations under the Contract. This GTC and the Contract is binding on successors and assigns.
- 16.5 The unenforceability or invalidity of any of the terms or conditions of this GTC shall not affect the enforceability or validity of the remaining terms or conditions.
- 16.6 The Parties shall observe and comply with all applicable laws, rules and regulations applicable to the performance of their respective obligations under the Contract including, but not limited to, anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act) and regulations in respect of import or export of Products and/or Services.
- 16.7 To the extent that electronic signatures are available, the Parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.
- 16.8 HAP and the Supplier are independent contractors and agree that this GTC and the Contract do not establish a joint venture, agency relationship, or partnership.
- 16.9 Either Party's failure to object to any document, communication, or act of the other Party shall not be deemed a waiver of any of the terms and conditions of this GTC or the Contract.
- 16.10 HAP and the Supplier shall maintain in confidence and safeguard all Confidential Information. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure, or any information, by its nature that should be deemed confidential and does not include information that is in the public domain. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other under the Contract. A Party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of his Intellectual Property Rights.
- 16.11 It shall be the duty of the Supplier /Vendor to comply with the Workplace Safety and Health Act (Chapter 354A of Singapore), the Work Injury Compensation Act (Chapter 354 of Singapore), other subsidiary legislation under the Workplace Safety and Health Act and the Work Injury Compensation Act and all other applicable laws and regulations at all times when carrying out any works.
- 16.12 HAP may translate the Contract into any language for ease of comprehension but, in the event of any conflict or inconsistency between the Contract and the translated version, the English version shall prevail.
- 16.13 The Clauses titled "Indemnity", "Delivery", "Title and Risk" and "Export / Import", and any provisions on confidentiality shall survive the termination, expiration or cancellation of the Contract.