

# TLS Offshore Containers

## General Terms & Conditions of Supply (Goods & Services)

Rev. Jan 2016

### 1 - Purpose

These General Conditions of Sales, as well as all subsequent orders (the Order, all together with these General Conditions of Sales, "The Contract") shall govern the Contracts which will be executed between TLS and any of its CLIENT (hereafter "CLIENT")

The Contract exclude all other conditions, including the general conditions of sales of CLIENT.

The Sales Contract or Proforma Invoice to CLIENT is issued by TLS.

The CLIENT or Bidder must acknowledge the receipt, without reserves, of the Contract within 7 (seven) calendar days from the date of its issue. Failing this, TLS will be entitled, and all costs and losses caused during the implementation process shall be beared by the CLIENT.

Once receipt of the Sales Contract or Proforma Invoice, TLS will inform CLIENT of the name, the business address and the contact number of the person handling the contract. CLIENT reserves the right to request the replacement of any such person and will inform TLS within 3 working days .

### 2 - Definition

In these Standard Terms & Conditions:

"Company" or "Client" means the entity named in the Purchase Order, which is procuring the Work;

"Consequential Loss" means (i) consequential or indirect loss under Singapore law; and (ii) loss of production, revenue, use or profit and in each case whether direct or indirect and whether or not foreseeable at the date of the Purchase Order;

"Delivery" means the date that the Goods are delivered or Services completed at the Location and "Delivered" shall have the same meaning accordingly;

"Delivery Date" means the date upon which the Work must be delivered, as stated in the Purchase Order;

"Goods" means the articles, documentation, materials and/or equipment to be provided in accordance with the Purchase Order;

"Location" means the place where the Goods are delivered and/or the Services are completed, as specified in the Purchase Order;

"Price" means the total consideration payable by TLS to "Client" for the provision of the Work, as stated in the Purchase Order.

"Purchase Order" means the order for the provision of the Work, which incorporates these Standard Terms & Conditions;

"Services" means the services to be provided in accordance with the Purchase Order;

"BIDDER" or "Supplier" means the entity named in the Purchase Order to supply the Work, and shall include its successors, assigns, agents and subcontractors;

"Work" means the Goods and/or Services provided by TLS to Company in accordance with the Purchase Order and these Standard Terms & Conditions.

CLIENT and TLS shall collectively be referred to as the "Parties" and individually as a "Party".

### 3 - Entire Agreement

These Company Standard Terms & Conditions shall apply between the Parties and represent the whole agreement between them in respect of the provision of the Work under the Purchase Order and supersede all previous agreements or representations between the Parties relating to the subject matter

### 4 - Rights & Obligations of the Parties

4.1 TLS shall provide the Work to CLIENT as specified in the Purchase Order and subject to the provisions of these Standard Terms & Conditions, including (without limitation) the remainder of this clause 4 and the warranties under clause 5.

4.2 TLS shall ensure that the Goods are properly packed, secured and labelled in accordance with accepted good industry practice and all specifications stated by CLIENT in the Purchase Order.

4.3 To the extent that the Goods contain toxic, corrosive or hazardous materials, then without prejudice to clause 7.1(d), TLS shall ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions. If the Goods are contaminated beyond use at the time of Delivery, TLS shall dispose of the same and provide replacement Goods at its own cost and risk.

4.4 The Parties shall at all times procure and maintain levels of insurance in compliance with relevant legislation and sufficient to cover their respective liabilities under the Purchase Order, including (without limitation) clauses 6 and 7.

### 5 - Ownership & Risk

5.1 Ownership in the Goods shall pass to CLIENT after the payment of the Price or Delivery.

5.2 Unless otherwise set out in the Purchase Order, all intellectual property rights in any designs, drawings and other technical information relating to the Work, including any software provided solely by TLS under the Purchase Order, shall be and remain TLS's property. In such instance, TLS shall give CLIENT a royalty free, irrevocable, non-exclusive, non-transferable, world-wide license to use all such rights.

5.3 Subject to clause 5.4, risk in the Work shall pass to CLIENT on Delivery.

5.4 Risk shall remain with TLS where the Work does not comply with clause 6.1.

### 6 - Representation, Warranty & Liability

6.1 TLS represents and warrants to CLIENT as follows:

a) The Goods will be free of any and all defects and meet with CLIENT's specifications set out in the Purchase Order, including where stated, requirements as to quantity, quality and fitness for purpose.

b) The Purchase Order does not specify requirements on quality and/or fitness for purpose, the Goods shall adhere to the prevailing industry standard;

c) The Services shall be executed with all due care and skill by suitably qualified, competent and experienced persons;

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d) The Work shall comply at all times and in all respects with applicable laws and regulations which may be in force at the time.

e) This warranty is exclusive and in lieu of all other warranties, whether written, oral, express, implied or statutory (including without limitation any warranty of merchantability and/or fitness for particular purpose).

6.2 TLS's warranty obligation under this clause 5 shall cease twelve (12) months after delivery of the Goods and/or satisfactory completion of the Services.

6.3 Subject to clause 6.4, TLS shall immediately and at its own cost repair, replace or rectify any Work which is provided or carried out in breach of clause 6.1. Where this is not possible, TLS shall immediately reimburse CLIENT the Price of the Work (or relevant part thereof) which has been provided or carried out in breach of the aforesaid warranties. If TLS replaces or repairs any part of the Work, then the provisions of this clause shall apply to the part so replaced or repaired and clause 6.2 shall be extended accordingly.

6.4 For the avoidance of doubt, TLS shall not be liable for any defect, damage or loss of the Work resulting from the failure of CLIENT to use the same in accordance with any specific operating conditions set out in the Purchase Order.

6.5 Notwithstanding any provision to the contrary in the Purchase Order, neither Party shall be liable to the other for any Consequential Loss it has incurred or suffered and each Party shall at all times indemnify, defend and hold harmless the other against its own Consequential Loss, irrespective of the negligence and/or breach of duty (statutory or otherwise) of the Party to be indemnified.

### 7 - Indemnity

7.1 TLS shall at all times be responsible for and shall defend, indemnify and hold CLIENT harmless from and against any and all claims, damage, loss, cost and expense in respect of:

a) Loss of or damage to the property of TLS (whether owned, hired or otherwise provided for the purposes of or in connection with the Work);

b) Death or personal injury and loss or damage to property of a third party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of TLS;

c) Any pollution caused in the course of its performance of Work or otherwise in breach of its obligations under clause 6.1(c);

d) Loss of or damage to the property of CLIENT where such property is in the custody and/or control of TLS, such custody and/or control ceasing on Delivery; and

e) Any alleged or actual infringement of any patent or proprietary or protected right, arising out of or in connection with the performance or non-performance of the Purchase Order.

7.2 CLIENT shall be responsible for and shall defend, indemnify and at all times hold TLS harmless from and against any and all claims, damage, loss, cost and expense in respect of:

a) Death or personal injury to any personnel of CLIENT;

b) Subject to clause 7.1(e), loss of or damage to the property of CLIENT;

c) Death or personal injury and loss or damage to property of a third party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of Company.

7.3 Save in respect of sub-clauses 7.1(c) and 7.2(c), the aforesaid indemnities and exclusions shall apply irrespective of cause, whether in tort, contract or otherwise at law and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party.

### 8 - Termination

8.1 CLIENT may terminate the Purchase Order by writing notice to TLS in the event of:

a) TLS being in material breach of the Purchase Order and/or Standard Terms & Conditions; or

b) TLS entering into liquidation or having a receiver appointed over any of its assets or becoming subject to an administration order or any other insolvency proceedings or, (being an individual or partnership) becoming apparently insolvent, bankrupt or making any agreement with its creditors or ceasing or threatening to cease to carry on business, and CLIENT's liability to TLS in the event of such termination shall be limited to payment for the Work Delivered in accordance with the Purchase Order, up to the date of termination and which is not yet paid for.

8.2 CLIENT may terminate the Purchase Order forthwith in the event that TLS is found to be in breach of clause 14 and Company shall not be liable to the TLS to pay for any Work or otherwise for breach of contract, tort or any other cause of action in the event of such termination.

8.3 All sales are final. No returns, refund or exchanges except for incorrect items sent.

- Buyer is responsible for all shipping charges in charges involved on returning items for item exchange.

- Exchange will not be accepted after 7 days from the date delivery.

- All exchange must ship to assigned return location by client themselves.

- 30% for the total price cancellation fee will be charged per item for order cancellation. (Except shipping and handling fees.)

- Exchange is only allowed for goods valued the same amount or more.

### 9 - Price & Payment

9.1 Unless stated otherwise, the Price is exclusive of VAT but includes all other taxes, duties and charges as applicable.

9.2 CLIENT shall pay the undisputed part of TLS's invoice within thirty (30) days of receipt thereof, the receipt not being earlier than Delivery.

9.3 On settlement of any disputed invoice (or part(s) thereof), TLS shall submit an invoice for the part of the Price due and CLIENT shall pay the same in accordance with clause 9.2.

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9.4 Late payment(s) of correctly prepared and supported invoices shall be subject to interest at the rate of two percent (2%) per annum above the Bank 'Base Rate' accruing pro-rata on a daily basis, running from the due date for payment under clause 9.2 until payment is received.

### 10 - Variations

The CLIENT may at any time, upon written notice to TLS, make change(s) to the Purchase Order. In the event the Parties anticipate that such change(s) will directly affect the Price of the Work (whether by way of increase or decrease) and/or the timing of performance of the Work (whether by way of shortening or extending), the Parties shall meet and discuss in good faith an equitable and proportionate adjustment to Price and/or Delivery.

### 11 - Customs & duties

10.1 Buyer is responsible for contacting shipping agency proactively to collect your shipment upon receipt of notification from shipping agency/ customs for undelivered shipment/ delivery being retained.

10.2 We are not responsible for any applicable customs charges, import taxes/tariffs, customs seizures/confiscations, local sales taxes and other customs charges incurred for goods being retained at Customs.

10.3 Buyers are responsible for all customs charges, import taxes/tariffs, customs seizures/confiscations

10.4 One Way Free Use containers are delivered under temporary importation.

### 12 - Inspection

TLS shall at all times upon reasonable prior notice allow CLIENT to inspect and/or test the Goods (or any part thereof) during preparation and/or manufacture at TLS's premises. Such inspection by CLIENT shall not in any way relieve (whether in whole or in part) TLS of any of its obligations, representations and/or warranties under the Standard Terms & Conditions and/or the Purchase Order.

### 13 - Disputes, Arbitration & Governing Law

13.1 If a dispute arises out of or in connection with the Purchase Order, the Parties shall try to settle the dispute amicably. If no settlement has been reached (whether or not a meeting has taken place) within thirty (30) days of written notification that a dispute exists, then either Party shall be entitled to commence arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules which are deemed by reference to be incorporated in these Company Standard Terms & Conditions

13.2 The Purchase Order shall be governed by and construed in accordance with Singapore law.

### 14 - Warranty

TLS Offshore Containers International shall warrant all material / workmanship for a period of twelve (12) months from the date of shipping

### 15 - Force Majeure

15.1 Neither party shall be liable to the other for delay in performance of any of its obligation under this Contract if such delay is a direct result of any event that is unforeseeable nor the occurrence and consequences of which cannot be prevented or avoided, such as earthquake, typhoon, flood, fire and other natural disasters, war, insurrection and similar military actions, civil unrest and strikes, slowdowns, COVID-19 and other labor actions (an "Event of Force Majeure"), provided the following conditions are met:

15.2 The party relying on an Event of Force Majeure to excuse timely performance of its obligations under this Contract shall use its best efforts to perform its obligations under this Contract and to reduce the losses to the other party arising from the Event of Force Majeure; and The party shall immediately inform the other party and shall provide written information on the Event of Force Majeure as is reasonable under the circumstances.

### 16 - General provisions

16.1 TLS shall not assign or sub-contract any of its obligations under the Purchase Order (or any part(s) thereof) at any time to a third party without CLIENT's prior written consent.

16.2 The Parties shall keep the Purchase Order and any information, which either Party learns about the other, in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party.

16.3 A person who is not a party to the Purchase Order shall not have any rights under any statute, rules or regulations or otherwise, to enforce any of its terms.

16.4 Failure to exercise, or any delay in exercising, any right or remedy provided for hereunder or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

16.5 Any notice required to be given hereunder shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier to the relevant Party's address as noted in the Purchase Order.

16.6 In the event of any conflict or inconsistency between the Purchase Order and these Company Standard Terms & Conditions, the Purchase Order shall at all times prevail, except for clauses 6 & 7.