

## General conditions applicable to purchase orders

In these Conditions:

'**Buyer**' means HARSCO INFRASTRUCTURE SINGAPORE PTE. LTD.

'**These Conditions**' means the standard terms and conditions set out in this document and includes any special conditions agreed in writing between the Buyer and the Supplier.

'**Supplier**' means the person(s) whose quotation is accepted based on these Conditions.

'**Goods**' means the plant, machinery or components detailed in the Order.

'**Order**' means the order placed by the Buyer with the Supplier.

'**Contract**' means the contract for the purchase and sale of goods incorporating these Conditions entered into by the Buyer and the Supplier.

## GENERAL

### 1.0 Conditions applicable

- 1.1 The Conditions shall apply to all contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms and conditions which the Seller may purpose to apply under any sales offer or similar document.
- 1.2 Despatch or delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.
- 1.3 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.

### 2.0 Price and Payment

- 2.1 Unless otherwise stated in writing by the Buyer the price entered in the Buyer's Order ("Purchase Price") shall include the cost of delivery of the goods from the Supplier to the delivery point indicated in the Buyer's Order.
- 2.2 No increase in the Purchase Price however arising and including fluctuations in rates of exchange, increases in costs incurred by Seller in respect of any goods, materials or work, transportation ordered by the Buyer over the Purchase Price applicable at the date of the Order will be recognised or accepted by the Buyer except as to the extent that such as increase has been indicated in the Buyer's Order.
- 2.3 All custom duties and taxes with surcharges and surtaxes, if any, shall be for the account of the Supplier unless otherwise stated in writing by the Buyer.
- 2.4 Payment will be made within 30 days of the receipt of the invoice from the Supplier but subject to delivery of the Goods being affected to the delivery point indicated in the Buyer's Order.

### 3.0 Delivery and Specification

- 3.1 Goods supply to the Buyer shall conform to the specification. If any notified by the Buyer, and shall be fit for its purpose and be of the best merchantable quality of their respective kinds delivered in perfect condition free from any defect in design, workmanship or materials. Where appropriate the Supplier shall provide instruction and maintenance manuals and installation information.
- 3.2 Inspection of Goods supplied to the Buyer under this order by any authorised representative of the Buyer shall not relieve the Supplier of the responsibility for making good defects which may be subsequently revealed.
- 3.3 The Buyer reserves the right to refuse to accept and pay for any Goods or materials or any instalments thereof which are delivered after the date of delivery specified in the Contract with the Supplier thereof and/or which are not in accordance with the specification of the Goods notified by the Buyer to the Seller and/or not fit for the purpose for which they were supplied and/or are not of merchantable quality.
- 3.4 Risk shall only pass to the Buyer upon physical delivery of the Goods as provided herein.

### 4.0 Warranties and Liability

- 4.1 The Supplier warrants that he has the full legal right to sell or otherwise deal with the Goods and shall undertake to pay any and all royalties present and future that may be payable in respect of Goods supplied against the Buyer's Order. The Supplier will indemnify the Buyer against any claim, proceedings etc. arising out of or in connection with any failure to perform the obligations of this clause.
- 4.2 The Buyer reserves the right to set off against monies owed by Seller to Buyer and to deduct monies otherwise due in settlement of this or any other account for any of the following reasons:

Breach of Contract by the Supplier due to any fault, non performance or negligence of the Supplier and breach of Contract that causes the Buyer to be in breach of any contract conditions binding upon the Buyer and any penalty for which the Buyer may become liable as a result of Supplier's fault, non-performance or breach. Knowledge of the contract conditions shall be made available to the Supplier on demand prior to forming the Contract and the Supplier will be deemed to have full knowledge whether or not the Supplier should have taken the opportunity of reviewing them.

The cost of remedial works or consequential damages where it is established that such costs are attributable to any fault, negligence or failure on the part of the Supplier as regard workmanship, quality, reliability or performance of the Goods. All costs arising that are attributable to the failure or negligence on the Supplier's part to conform to Governmental legislation. Statutory requirements or failure to carry insurance cover.

- 4.3 Without prejudice to the rights expressed elsewhere in this document, the Buyer reserves the right to cancel the whole or any part of the Order if the Supplier is in breach of the Contract.
- 4.4 No responsibility is accepted by the Buyer for any Goods delivered by the Supplier unless the relevant Order is signed by an authorised official of the Buyer.
- 4.5 The Buyer shall be at liberty to order any additional quantity of goods in excess of the quantity stated in this Purchase Order at the same price and on the same terms as stated herein and the Supplier shall take all reasonable steps to comply.
- 4.6 The Supplier shall not without the prior written consent of the Buyer assign or sub-contract the whole or any part of its obligations under this Order.

### 5.0 Title and Risk

- 5.1 Title and risk shall pass on delivery of the Goods in accordance with these Conditions.

### 6.0 Dispute resolution and governing law

- 6.1 If any dispute arises out of or in connection with the Contract between the Seller and the Buyer incorporating these Conditions of Sale including any question regarding its existence, validity or termination, the parties agree to endeavour to settle the dispute in accordance with the Rules of Mediation and Conciliation of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated herein by reference.
- 6.2 These Conditions shall be governed by and construed in accordance with the Laws of Singapore and subject to paragraph 7.1 above the parties submit to the exclusive jurisdiction of the Singapore courts.