

**Ashtead Technology (South East Asia) Pte. Ltd. (“The Company”)
Conditions of Hire & Equipment Sales**

Definitions and Interpretation

In these Conditions of Hire & Equipment Sales, the following words and expressions shall have the following meanings:

“Company” means Ashtead Technology (South East Asia) Pte. Ltd., a company registered in Singapore Company registration number, 199308207K, which owns the equipment supplied for hire; and

“Customer” means the legal person or public authority which is hiring or purchasing the equipment pursuant to the Contract.

1. COMMENCEMENT OF HIRE

The hiring of the Equipment shall commence on the day that the Equipment are dispatched by the Company or collected or received by or on behalf of the Customer during business hours (“Commencement Date”).

2. COLLECTION

Collection or receipt of the Equipment by or on behalf of the Customer shall be deemed as between Company and the Customer to be acceptance of the Equipment and conclusive and binding proof that the Property has been examined and found to be complete, and in good order, according to specification and in every way satisfactory to the Customer, for the purpose of this Agreement.

3. DELIVERY

Delivery dates are quoted without commitment thereto, though reasonable endeavours will be made to adhere to them. In no circumstances shall the Company be liable for delay arising from any cause beyond its control or the control of its servants or agents. It is expressly agreed that the Company shall not be under any liability to the Customer for consequential loss arising as a result of late delivery or of the condition of the equipment or otherwise.

4. PAYMENT

The rental of the Equipment for each period of hire is based on the amount set out in the Company’s invoice, which will be issued at the end of each calendar month and/or at the expiration of period of hire. The Customer shall punctually pay the Company the said rental for the Equipment within 30 days of the last day of the period of hire specified in the said invoice.

Notwithstanding the fore mentioned, where the Customer undertakes payment via credit card, invoices for rental and other charges will be issued and charged to the credit card in advance of the rental period.

5. INTEREST ON ARREARS IN PAYMENT AND OTHER SUMS DUE

- (1) The Customer shall be liable to pay the Company interest on all overdue rentals from the date that such rental was due until full payment thereof is made. Such interest is calculated at 3% on a compounded basis per month.
- (2) In the event that the Customer shall become liable to pay to the Company any other moneys under this Agreement, the Customer shall pay interest at the rate set out above on such moneys calculated from the date on which such liability arises until full payment thereof is made.

6. WARRANTIES AS TO THE EQUIPMENT

All conditions, warranties and representations relating to the description, condition of the Equipment, their quality, merchantability or suitability or fitness for the particular or any purpose for which they are or may be required at the date of delivery or any time thereafter whether express or implied and whether arising under this Agreement or under any prior agreement or in oral or written statements made in the course of antecedent negotiations or otherwise, are hereby expressly excluded.

7. CUSTOMER'S GENERAL OBLIGATIONS

The Customer agrees with the Company **(1)** to obtain delivery of the Equipment at his sole expense and to reimburse the Company for all installation costs, and costs of delivering the Equipment to the Customer; **(2)** to permit the Company, its servants, agents at any time to inspect or test the Equipment and to give them reasonable and proper facilities to enable them to do so; **(3)** not to allow any but skilled and qualified persons to operate or use the Equipment; **(4)** to obtain all necessary licences, certificates, permits, authorisations required for the operation of, or in connection with the Equipment and to maintain the same in full force throughout the hire period; **(5)** not to use the Equipment or permit or suffer the same to be used contrary to any licence, certificate, permits, authorisations or written law and any rules regulations or orders made thereunder or for any unlawful purpose; **(6)** to arrange for appropriate insurance cover for the Equipment during the whole of the period of hire against theft, loss, destruction and damage and such insured sum shall be for the full replacement value of the Equipment; **(7)** the Equipment shall remain the absolute property of the Company and the Customer shall be a mere bailee thereof at all material times, and the Customer shall keep the Equipment separate and distinguishable from any other Equipment of the Customer **(8)** to keep and maintain the Equipment in good and serviceable condition and repair and to replace all missing, unfit or damaged parts thereof by parts of the same make and equal value and to be solely responsible for any loss or destruction of or any damage to the Equipment or any part thereof occasioned in any manner or by whomsoever or by any cause whatsoever; **(9)** to continue to pay rental as specified in this Agreement for any period during which the Equipment are under repair; **(10)** to notify the Company immediately if the Equipment are used by the Customer or any other person in contravention of any statute or regulation for the time being in force or in connection with any offence or breach of a statute or regulation by reason of which the Equipment may become liable to seizure, confiscation, forfeiture, destruction or whereby the Company may become liable to any penalty or loss; **(11)** to keep the Equipment at all times in the possession and control of the Customer and not to remove the same from the place where they shall be housed without the prior consent in writing of the Company, **(12)** to notify the Company in writing of any change of the address or place where the Equipment are housed immediately when such change takes place; **(13)** not to make any alterations, additions or improvements to the Equipment without the prior consent of the Company. All additions, replacements, or attachments made to the Equipment with or without the Company's consent and of whatever kind or nature shall be deemed to henceforth constitute part of the Equipment and be the property of the Company and shall be subject to all the terms and conditions of this Agreement **(14)** not to present the Customer or hold the Customer out as the owner of the Equipment nor to do or suffer any act matter or thing to be done whereby the Customer may be reputed to be the owner of the Equipment and in particular not to sell, assign, sub-let, pledge, mortgage, charge, incumber, or otherwise deal with the Equipment or any interest therein nor create nor allow to be created any lien on the Equipment whether for repairs otherwise and in the event of any breach of this sub-clause by the Customer, the Company shall be entitled (but not bound) to pay to any third party such sum as is necessary to procure the release of the Equipment from any charge, incumbrance, or lien and shall be entitled to recover such sum from the Customer forthwith; **(15)** to keep the Equipment free from distress, execution or other legal processes; **(16)** not to assign any of its rights or interest under this Agreement without the Company's prior written consent. **(17)** the Equipment shall require on site maintenance and repair to the extent of one and a half hours per day and in the event that such maintenance and repair periods are not used in any particular day, such unused maintenance and repair periods shall be accumulated and shall be available to be used by the Company on one or more future occasions without penalty.

(18) The Company's right to possession of the Equipment shall terminate immediately if the terms of this clause apply and:

- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under this Agreement or any other contract between the Company and the Customer, or is unable to pay its debts when due or the Customer ceases to trade; or
- (c) the Customer encumbers or in any way charges or creates a security interest over any of the Equipment.
- (d) The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where the Customer's right to possession has terminated, to recover it.

8. LOSS OR DAMAGE TO THE EQUIPMENT

- (1) The Customer shall bear the entire risk or loss, theft, damage or destruction to the Equipment from any cause whatsoever as from the Commencement Date. No loss, theft, damage or destruction, defect or defects whatsoever of the Equipment shall in any way relieve the Customer from any of its obligations and liabilities under this Agreement.
- (2) The Customer shall give the Company immediate written notice of such loss or damage and in the event of loss, the Customer shall reimburse the Company at the then manufacturer's list price in respect thereof within 14 days of the occurrence. In the event of notification of loss or damage to the Equipment, and whereby the Equipment is no longer in production, and consequently no manufacturer's list price exists, the Customer shall reimburse the Company based on the latest manufacturer's list price or its equivalent.

9. SALE OF EQUIPMENT

General Terms

Each order or acceptance of a quotation for Equipment purchase by the Customer from the Company shall be deemed to be an offer by the Customer to buy Equipment subject to these terms and conditions.

No order placed by the Customer shall be deemed to be accepted by the Customer until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Equipment to the Company.

Description

The quantity and description of the Equipment shall be as set out in the Company's quotation or acknowledgement of order.

All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them and shall not form part of the Contract.

Price

Unless otherwise agreed by the Company in writing, the price for the Equipment shall be the price set out in the Company's quote and order acknowledgement.

The price for the Equipment shall be exclusive of any goods and services tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Equipment.

All sale prices are quoted in Singapore Dollars, unless otherwise expressly stated in writing.

Retention of Title

The Equipment is at the risk of the Customer from the time of delivery.

The terms of this clause apply until the whole sale price of Equipment has been paid to the Company. Ownership and title to the Equipment shall remain with the Company and shall not pass to the Customer until the whole sale price has been paid to the Company notwithstanding delivery of the Equipment to the Customer or to any independent carrier or any other third party.

Until Ownership of the Equipment has passed to the Customer in accordance with the provisions set out above, the Customer shall:

- (a) store the Equipment (at no cost to the Company) separately from all other goods of the Customer or any other third party in such a way that they remain readily identifiable as the Owner's/Company's property;
- (b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- (c) maintain the Equipment in satisfactory condition and keep it insured on the Owner's/Company's behalf for its full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

On termination of this Agreement, howsoever caused, the Company's rights contained in this clause shall remain in effect.

10. NON-LIABILITY FOR CLAIMS

Notwithstanding any other term herein, the Company shall not in any way be liable either in contract, tort or otherwise for loss, injury or damage sustained by the Customer or any other person by reason of any defect in the Equipment where such defect be latent or apparent on examination at the time of the delivery of the Equipment by the Company to the Customer, and the Company shall not be liable to indemnify the Customer in respect of any claim made against the Customer by a third party for any such loss or damage. The Customer shall be solely responsible for and hold the Company and its servants and agents fully indemnified from and against all claims made or actions brought against the Company in respect of any liability, claim, loss (including loss of business or other consequential loss), damage or injury to persons or property occurring in connection with any Equipment or as a result of the use thereof other than due to the default or negligence on the part of the Company. The Company will not be liable for any losses whatsoever which may arise out of or in connection with the failure of the Equipment for whatever reason other than due to the default or negligence on the part of the Company.

11. INSURANCE

The Customer hereby irrevocably and unconditionally authorizes the Company to receive all monies (including any refund of insurance premium on cancellation or variation of the insurance policy but excepting any "no claim" or similar rebate) payable under any insurance policies taken up by the Customer on the Equipment and the Customer hereby appoints the Company or its attorney to recover and/or compromise in the respective names of the Company and the Customer any claim thereunder for loss or damage to the Equipment and to give effectual releases and receipts for the same. For the avoidance of doubt the Customer hereby undertakes to execute such other documents, do all other acts and things to give effect to the fore mentioned provisions.

12. REPUDIATION BY THE CUSTOMER AND AUTOMATIC TERMINATION

- (1) If the Customer **(a)** defaults in punctually paying any of the rental payable hereunder; **(b)** fails to observe and perform any of the terms of this Agreement; **(c)** ceases to carry on business or abandons the Equipment; **(d)** gives a dishonoured cheque/s towards payment of the rental; **(e)** has a bankruptcy petition presented against him or a bankruptcy order made against him, or if the Customer being a Company, has a petition or resolution for winding up presented or threatened against it; or **(f)** has any execution or application under the Distress Act (Cap. 84) levied or threatened against any of the Customer's property; then and in any such event, the Company shall be entitled to terminate the hiring hereunder with immediate effect by written notice and to retake possession of the Equipment and all registration books of certificate, policies and certificates of insurance, licences and other documents (if any) relating to the Equipment.
- (2) For the purpose of re-taking or recovery of possession of the Equipment in the above clause, the Company, its servants, or agents shall be entitled to enter upon the premises or place occupied by or in the possession of the Customer in which the Equipment may be found at the time of taking possession.
- (3) If the Company retakes possession of the Equipment pursuant to the above, the Customer is liable to pay the Company as liquidated damages, a sum equal to the amount that would have been due to the Company if the period of hire had run its full term.

13. TERMINATION BY CUSTOMER

The Customer may terminate this Agreement by giving written notice to the Company and delivering up the Equipment to the Company at the expiry of such notice, in good order, repair and condition and with all additions, alterations and improvements as shall have been made thereto, at the Customer's own risk and expense, at the Company's premises as set out above, or at such other address as the Company may specify, together with all registration books or certificates, policies, and certificates of insurance, licences and other documents (if any) relating to the Equipment, and in the event of such termination, the Customer shall be liable to pay the Company as liquidated damages a sum equivalent to the amount that would have been due to the Company if the period of hire had run its full term. In the event of the loss of the equipment while on hire to the Customer the hire period will terminate on receipt by the Company of the replacement value of the lost items.

14. COMPANY SUPPLIED OPERATORS

The Company agrees that it will supply offshore technicians who will be employees of the Company supplied under the terms of the Contract to operate the Equipment on behalf of the Customer ("**Operators**") to go offshore with its more complex Equipment and operate it on behalf of the Customer, when the situation requires so. The terms and conditions applicable to the supply of Operators shall be agreed in accordance with the terms of this agreement as between the Company and the Customer.

Where the Company supplies an Operator, the Customer:

- (1) shall provide at its own cost all necessary power sources and other support equipment necessary to enable the Equipment to be operated in a safe and satisfactory manner;
- (2) acknowledges that the work intended to be carried out by the Customer shall remain the sole responsibility of the Hirer /Customer;
- (3) shall provide at its own cost reasonable sleeping and living accommodation and food for the Operator;
- (4) shall provide at its own cost
 - (i) an appropriate operating environment for the Equipment in accordance with the manufacturers recommendations and any applicable laws or regulations and any governmental approvals and authorizations required; and

- (ii) a safe operating environment to allow the Operator to provide the services in accordance with any applicable laws or regulations and governmental approvals and authorisations.
- (5) The Company shall have the right at its sole discretion from time to time to substitute both the Equipment and/or the Operator upon giving reasonable notice to the Customer and the Customer shall co-operate with and assist the Company in effecting such substitutions.
- (6) The Customer shall ensure that the Operator will remain at the worksite for a period of time not longer than is considered to be appropriate in terms of best industry practice, applicable health and safety legislation and any applicable limits set by the Operator of the worksite. The Customer shall pay for the cost of replacing the Operator in accordance with these standards together with an administration charge of 15% of the costs of doing the same (“the Substitution Costs”). The Substitution Costs shall without limitation include airfares and other travel costs to and from the Company’s offices together with subsistence and all other reasonable expenses. The Company will use reasonable endeavours to ensure that the Operator (and any substitute Operator(s)) is available to be replaced (or substituted) in line with the Customer’s normal working patterns and personnel rotations.
- (7) The Company shall be responsible for the payment of the salaries, pension fund contributions and other statutory payments and taxes payable in Singapore, in respect of the Operator whilst engaged in work under the Contract.
- (8) In so far as practicable the Operator will use reasonable endeavours to service and repair the Equipment at the worksite. However, both parties acknowledge that due to the complex technical nature of the Equipment and the fact that the Service Personnel may not have the competency to carry out repairs to the Equipment, it may not be practicable to repair the Equipment at the worksite. Any servicing or repair of the Equipment requiring return of any vessel to port or return of any Equipment to the Customer’s premises or the Company’s premises will be made known as soon as is reasonably practicable to the Customer’s designated representative. The costs of returning the Equipment will be borne by the Customer who shall reimburse the Company on a full indemnity basis.
- (9) Where it is agreed between the parties that an engineer designated by the Company should visit the Customer’s site to attempt to repair the Equipment, the Customer shall be responsible for, and as such shall reimburse the Company on a full indemnity basis for, payment of the engineer’s charges together with all travel costs, subsistence and related expenses.
- (10) Transit time including without limitation any delays to and from port or to and from the Company’s premises after discovery of a malfunction will be classed as Consequential Loss and not constitute cause for reduction in payments to the Company.
- (11) All work undertaken by the Operator shall be under the direction of the Customer but the actual operation of the Equipment and the manner of performance of work in connection therewith shall be under the direction and control of the Company. The Company is an independent contractor and is not for the purposes of the Contract acting as an agent of the Customer. The Operator will co-operate with the Customer’s personnel with a view to operating the Equipment in accordance with their reasonable requirements. Employees of the Company shall not be under the direction and control of the Customer or its Operators (nevertheless, the Operator will co-operate with the Customer personnel with a view to operating the equipment in accordance with their reasonable requirements and employees of the Customer shall not be under the direction and control of the Company or the said Operator or Operators;
- (12) The Company and its Operators involved in the operation of a vessel or equipment other than the Equipment. Where this is the case, Service Personnel (herein defined as employees of the Company and/or employees of the Company subcontractors supplied by the Company under the Contract to perform the services) will be under the supervision of the Customer and the Customer shall, subject to clause 17, be responsible for and shall indemnify the Company Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of (i) personal injury including death or disease of any member of the Customer Group and/or any third party or (ii) loss of or damage to the property of the Customer Group and/or any third party (whether owned, hired, leased or otherwise) which arises from,

relates to or is in connection with the operation of any such vessel or equipment irrespective of cause, other than due to the default, negligence or breach of duty (whether statutory or otherwise) of the Company Group or any other entity or party.

- (13) Periods during which the Equipment is being repaired or maintained will not constitute cause for reduction in payments to the Company.
- (14) The Company undertakes to make available to the Customer sufficient Service Personnel to ensure performance and completion of the Services in accordance with the provisions of the Contract.
- (15) All Service Personnel shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice.
- (16) The Customer shall obtain and pay for all and any permits, licences and other consents and permissions required to enable the Equipment and the Service Personnel (herein defined as employees of the Company and/or employees of the Company subcontractors supplied by the Company under the Contract to perform the services), to perform the work required by the Customer and shall indemnify the Company Group and the Service Personnel from and against any claims, losses or damages (including, without limitation, all mobilisation and other Company costs) suffered by them arising from a failure to obtain the same.
- (17) Mobilisation and demobilisation expenses including Service Personnel air fares and other travel costs, subsistence and hotel charges, freight charges and all other reasonable expenses associated with the mobilisation and demobilisation of the Service Personnel and Equipment will be recharged to the Customer at cost plus an administration charge of 15 per cent.
- (18) Where the Company supplies Service Personnel, the Customer:
 - (i) shall provide at its own cost all necessary power sources and other support equipment necessary to enable the Equipment to be operated in a safe and satisfactory manner;
 - (ii) acknowledges that the work intended to be carried out by the Customer shall remain the sole responsibility of the Customer;
 - (iii) shall provide at its own cost reasonable sleeping and living accommodation and food for the Service Personnel;
 - (iv) shall provide at its own cost:
 - (a) an appropriate operating environment for the Equipment in accordance with the manufacturers recommendations and any applicable laws or regulations; and
 - (b) a safe operating environment to allow the Service Personnel to provide the services in accordance with any applicable laws or regulations.
- (19) The Company shall have the right at its sole discretion from time to time to substitute the Service Personnel upon giving reasonable notice to the Customer and the Hirer/ Customer shall co-operate with and assist the Company in effecting such substitutions.
- (20) The Customer shall ensure that the service personnel remain at the worksite for a period of time not longer than is considered to be appropriate in terms of best industry practice, applicable health and safety legislation and any applicable limits set by the Operator of the worksite. The Owner/Customer shall pay for the cost of replacing the Service Personnel in accordance with these standards together with an administration charge of 15% of the costs of doing the same ("the Substitution Costs"). The Substitution Costs shall without limitation include airfares and other travel costs to and from the Owner's/Company's offices together with subsistence and all other reasonable expenses. The Company will use reasonable endeavours to ensure that the

Service Personnel (and any substitute Service Personnel) are available to be replaced (or substituted) in line with the Hirer's/Customer's normal working patterns and personnel rotations.

- (21) The Customer agrees to pay all costs, taxes, levies, or duties assessed by any foreign government in respect of the salary and other payments made by the Company to its own employees and the Company shall indemnify the Company from and against any such costs, taxes, levies, or duties.
- (22) The Company will provide the Equipment in good working order and a reasonably competent Operator for the Equipment but shall not be responsible for the quality of any information output generated from the Equipment ("Data"). Additionally, the Company shall not be held responsible for the manner in which the Data is to be used by the Customer;

15. COSTS

The Customer shall at all times indemnify and keep indemnified the Company in full against all costs charges expenses and liabilities paid or incurred by the Company for or arising out of or in connection with the Equipment or enforcement of this Agreement, including all expenses incurred by the Company in ascertaining the whereabouts of taking possession of, preserving, insuring and storing the Equipment and of any demand and/or legal proceedings taken by or on behalf of the Company to enforce the provisions of this Agreement.

16. NOTICES

Unless otherwise stated in this Agreement, all notices required to be by one party to the other under this Agreement shall be given or made at the respective addresses of the parties as set forth above unless notification of change of address is given in writing. Where notices are required to be given in writing, such notices shall be by registered mail or equivalent mail service, and the date of mailing shall be deemed the date the notice is given. Notice in writing may also be given by facsimile transmission, provided that a confirmation copy is mailed by registered mail or equivalent mail service and the date of sending the facsimile transmission shall be deemed the date the notice is given.

17. ANTI-BRIBERY AND CORRUPTION COMPLIANCE

- (1) In relation to the Contract, the Customer irrevocably and unconditionally warrants and represents:
 - (a) that it will comply with all applicable laws, statutes, regulations and codes relating to bribery, corruption, anti-trust, money laundering, trade sanctions and financial sanctions and criminal matters including but not limited to, the Bribery Act 2010 and all such legislation as the same may be modified, supplemented or replaced, and will not cause the Company to be subject to punitive measures under any laws;
 - (b) that the Customer has, and shall maintain in place throughout the duration of the Contract, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to prevent contravention of the laws and referred to in clause 17(1)(a) and to ensure compliance with local law and will enforce them where appropriate.
- (2) The Customer shall procure that any persons associated with the Customer: (i) will not do, or omit to do, any act that will cause or lead the Company to breach the laws and regulations referred to in clause 17(1) and (ii) will not cause the Company to be subject to punitive measures under any laws.
- (3) The Company may, at its sole discretion withhold any payments which are payable to the Customer in terms of the Contract and the Company may also, at its sole discretion, suspend the Contract at any time and without liability if it believes in good faith that the Customer has breached any of the obligations it has undertaken pursuant to this clause 17.

- (4) The Company may terminate the Contract immediately on notice to the Customer if it believes in good faith and on reasonable grounds that the Customer has breached any of the obligations it has undertaken pursuant to this clause 17. If the Company terminates the Contract for a suspected breach of this clause 17, the Customer shall not be entitled to claim compensation or any further remuneration regardless of any activities or agreements with additional third parties, entered into before such termination of the Contract.
- (5) For the purposes of this clause, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively as may be modified, supplemented or replaced.
- (6) The Customer shall indemnify the Company from and against any losses, liabilities, penalties, damages, costs, taxes, levies, duties, claims, expenses (including but not limited to legal fees and investigation expenses) and any associated fines and penalties incurred by, or awarded against, the Company as a result of any breach of the obligations set in this clause 17 by the Customer or persons associated with the Customer, any person working for the Customer or any third party retained by the Customer.

18. EXPORT COMPLIANCE AND COMPLIANCE WITH TRADE LAWS

Except where otherwise provided for in this Agreement:

- (a) The Customer agrees to pay all costs (including export and import costs), taxes (including withholding tax), levies, and duties assessed by any foreign government or body against the Equipment and associated apparatus in connection with importation and/or exportation of the same and the Customer shall indemnify the Company from and against any such costs, taxes, levies and duties;
- (b) The Company shall be responsible for obtaining any export permit and/or licences required for the use of the Equipment and the Customer may use the Equipment only in the jurisdiction(s) where required permits / licenses are valid. In the event that the Equipment is used by the Customer in a jurisdiction not specified in this Agreement, the Customer shall indemnify the Company from and against any costs, taxes, levies, duties, and any associated fines and penalties arising from the export of the Equipment.
 - 1) The Customer acknowledges that the Company and Equipment is subject to UK/EU, US and Singapore Trade Laws and the Customer warrants that it shall comply in all respect with UK/EU, US, Singapore and any other applicable trade laws. The Company shall be under no obligation to supply any Equipment or Services to the Customer under the Contract if the Company determines, at its sole discretion, that to do so would breach UK/EU, US, Singapore Trade Laws or any other applicable trade laws.
 - 2) The Customer warrants that it shall comply in all respects with the export and re-export requirements and restrictions set forth in any export licence(s)/permit(s) acquired by the Company and that it shall comply with any end-user undertaking(s) given by the Customer in relation to any such export licence(s)/permit(s). The Customer acknowledges that the Company does not guarantee that any Equipment can be exported or imported from or into any particular country or that proper licences/permits to export or import Equipment can be obtained by the Company. The Company shall not be liable for delays or failure to deliver the Equipment or services resulting from the Customer's failure to obtain the necessary licence(s)/permit(s).
 - 3) In the event that the Customer intends to export any Equipment from the destination jurisdiction to which that Equipment was delivered by the Company pursuant to the Contract to any other jurisdiction, the Customer shall be responsible for obtaining any necessary export licence(s)/permit(s) from the relevant authorities, and the Customer specifically agrees to determine if a Singapore, EU, UK or US export licence is required and to obtain any required licence(s)/permit(s) prior to exporting. The Customer shall not

export any such Equipment if doing so would result in the breach of UK/EU, US and Singapore Trade Laws either by the Customer or by the Company.

- 4) The Customer shall allow the Company's authorised representative at any reasonable time to have access to the Customer's premises (or to arrange for the Company's authorised representatives to have access to other relevant premises) for the purpose of:
(i) verifying compliance with the requirements of any export licence/permit obtained by the Company pursuant to Clause 18(b)(2) and 18(b)(3) and any end user undertaking given by the Customer in respect of such licence/permit (including verification of the ultimate destination and use of the Equipment); and (ii) validating compliance with UK/EU, US and Singapore Trade Laws and any other applicable trade laws.
- 5) The Customer shall indemnify the Company from and against any costs, taxes, levies, duties, and associated fines and penalties arising from the breach of any of the Customer's obligations.
- 6) The Customer hereby agrees and undertakes not to use the Equipment for the benefit of, in connection with, or in association with any entity, party or person who may be related to or connected or associated with any of the countries as stated in the Regulation of Imports and Exports Act (Chapter 272A), the Regulation of Imports and Exports Regulations, the Strategic Goods (Control) Act (Chapter 300), or such other laws or regulations which may be in force from time to time, and any other countries with whom there is a trade embargo in place from time to time.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Company and the Customer and supersedes all other agreements, purchase orders, acknowledgement or other documents issued by the Customer, statements, prior correspondence, representations or warranties made by or between the parties or either of them concerning the same.

20. APPLICABLE LAW

The interpretation construction effect and enforceability of this Agreement shall be governed by Singapore Law and the parties hereby submit to the exclusive jurisdiction of the Singapore Courts.

21. WAIVERS

No failure, delay, forbearance or other indulgence by the Company to exercise any power right or remedy available shall be deemed to be or operate as a waiver thereof

SCHEDULE 1

LIST OF EMBARGOED COUNTRIES (as defined by the following Countries and Organisations below, but which may be subject to change from time to time)

- United States,
- European Union nations,
- United Nation countries, and
- Singapore.