

**NEUTRADC SINGAPORE PTE. LTD.
GENERAL PROCUREMENT AGREEMENT (FOR SUPPLIERS)**

The terms herein are only applicable for our Suppliers and shall be read as one and complete binding instrument together with any Purchase Order or Quotation Form duly executed by the Supplier and NeutraDC, and any other addenda, schedules, riders or exhibits attached thereto.

1 DEFINITIONS

For the purpose of this General Procurement Agreement, the following terms shall mean:

Agreement	has the meaning specified in Clause 2.2.
Confidential Information	shall mean any and all information provided by either party hereunder for the permitted purpose including, but not limited to, any prices, drawings, plans, specifications, blueprints, samples, formulas, processes, data, instructions, software, and equipment designs or any other information furnished or made available to the Supplier by or for NeutraDC for, or in connection with, the performance of the Agreement, including information in written, oral, visual, digital or any mediums or derivatives thereof.
Deliver, Delivered or Delivery	means the act of (i) delivering or making available the Goods and/or Services at NeutraDC's premises or another named place otherwise agreed in writing between the Parties; or (ii) where assembly, installation, erection or commissioning of the Goods and/or Services is required, NeutraDC declaring that the Goods and/or Services are ready for acceptance.
Delivery Date(s)	means the date(s) provided in the Agreement, on which Delivery or instalments of the Goods and/or Services are to take place respectively; or the extended date(s) for the same pursuant to the notification issued by NeutraDC in accordance with Clause 5.3.
Goods	means the goods, deliverables, materials, supplies, articles, hardware, equipment and/or structures (including any part of them or any instalment of them) in accordance with the Agreement.
Intellectual Property	means the software, copyright, patents, trade mark, applications for the grant of any trademarks, trade names (being the name under which NeutraDC offers the Services, designs, whether registered or otherwise), all internet domain names in connection with the Services, goodwill and know-how, technical information, experience, trade secrets, other information devised, developed or acquired by NeutraDC and applied in the provision of the Services, or any other intellectual property in whatsoever form.
NeutraDC	means NeutraDC Singapore Pte. Ltd., (Company Registration No. 202348163G), a company incorporated in Singapore and having its registered office at 1 HarbourFront Avenue, #03-12/13, Keppel Bay Tower, Singapore 098632.
Parties	means the Supplier and NeutraDC collectively.
Party	means either the Supplier or NeutraDC.
Purchase Order or PO	means the purchase order issued by NeutraDC.
Quotation	means the quotation provided by the Supplier for the supply of the Goods and/or Services and documents (if any) incorporated by express reference on the face of the Quotation.
Services	means the provision of work and/or other services which are the subject of the Agreement.



Site	means the address for delivery where the Goods are to be installed and operated, or where any Services are to be performed, in accordance with the Agreement.
Supplier	means the party supplying Goods and/or Services to NeutraDC under the Agreement, including the successor(s) or representative(s) of such party.
Suspension	has the meaning specified in Clause 4.3.
Warranty Period	has the meaning specified in Clause 6.1.

2 BASIS OF THE PROCUREMENT

- 2.1 The Supplier shall sell and NeutraDC shall purchase the Goods and/or Services in accordance with this Agreement.
- 2.2 Agreement means the binding terms comprising:
- 2.2.1 any written agreement between the Parties where the Parties expressly agree that any of the provisions in this Agreement should be superseded with an express reference to this Clause 2.2;
 - 2.2.2 the Purchase Order;
 - 2.2.3 Clause 1 to Clause 14 of this Agreement; and
 - 2.2.4 the Quotation.
- Any inconsistencies or conflicts between the documents mentioned above shall be resolved by the above order of precedence.
- 2.3 This General Procurement Agreement sets forth the complete and final agreement between NeutraDC and the Supplier in respect of the subject matter hereof. Subject to Clause 2.2, no variation to this General Procurement Agreement shall be binding unless agreed in writing and signed by authorised representatives of the Supplier and NeutraDC.
- 2.4 NeutraDC shall instruct the Supplier in writing for the Services by way of an electronic Purchase Order based on the Supplier's Quotation or proposal for Services. The terms of this General Procurement Agreement shall apply to all Purchase Orders issued by NeutraDC and shall supersede any terms and conditions indicated in the Supplier's Quotation or proposal for Services.
- 2.5 For the avoidance of doubt, the Purchase Order shall be read together with and form an integral part of this General Procurement Agreement, and its content shall be binding on the Parties.

3 SPECIFICATIONS OF GOODS AND/OR SERVICES AND CANCELLATIONS

- 3.1 The Supplier shall be responsible for ensuring the accuracy of the terms of any Quotation, including any applicable specifications therein.
- 3.2 The quantity, quality, description and any specifications for the Goods and/or Services shall be those set out in the Purchase Order and in the Quotation duly signed by NeutraDC.
- 3.3 No Purchase Order may be cancelled, varied or suspended by the Supplier except with the written agreement of NeutraDC and on the condition that the Supplier shall indemnify NeutraDC in full against



all loss (including loss of profit), costs, damages, charges and expenses incurred by NeutraDC as a result of the cancellation, variation or suspension.

4 PRICE AND TERMS OF PAYMENT

- 4.1 All amounts stated in the Purchase Order shall be the full and final amount and is inclusive of any incidental costs incurred by the Supplier for the purposes and in the course of providing the Goods and/or Services, including but not limited to travel costs, installation costs, and costs for transporting tools and equipment. NeutraDC shall only be liable to pay the amount stated in the Purchase Order and the applicable taxes, including goods and services tax (or any other imposition of a like nature by whatever name called, at the prevailing rate) thereof.
- 4.2 NeutraDC shall pay each invoice within sixty (60) days of receipt of invoice, to a bank account nominated in writing by the Supplier.
- 4.3 Payments by NeutraDC shall not be deemed evidence of acceptance by NeutraDC of the Goods and/or Services. After acceptance of the Purchase Order, NeutraDC reserves the right to suspend or withhold payment if NeutraDC, in its reasonable opinion, determines that the Goods and/or Services provided by the Supplier are not in accordance with the specifications in the Agreement or any applicable laws ("**Suspension**"). NeutraDC shall by written notice to the Supplier inform the Supplier of such Suspension. NeutraDC will only pay the amounts (without interest and cost to NeutraDC) under Suspension to the Supplier when the cause of the withholding has been eliminated.

5 DELIVERY AND INSTALLATION

- 5.1 Partial Delivery/performance of the Goods and/or Services is not permissible, unless agreed to in writing by NeutraDC. Where the Goods/Services are to be delivered/performed in instalments, failure by the Supplier to deliver/perform any one or more of the instalments in accordance with the Agreement shall entitle NeutraDC to treat the Agreement as a whole as repudiated.
- 5.2 Where in relation to the performance of Services, NeutraDC shall take reasonable measures to ensure that the Site is suitable for commencement of the Services; except as subjected to the foregoing, the Supplier shall commence the Services on the scheduled Delivery Date.
- 5.3 **Time is of the essence.** The Delivery Date(s) shall not be extended unless in accordance with the Agreement or otherwise by written agreement of NeutraDC.

6 WARRANTIES

- 6.1 The Supplier warrants that it will perform the Services in accordance with the Agreement with reasonable skill and care and in accordance with good industry practices, and by qualified, careful and efficient workers. All Goods will be new unless otherwise specified in the Agreement. All Goods and/or Services shall conform to all applicable laws, rules and regulations, and shall correspond with their specifications in the Agreement at the time of delivery and be fit for the purposes of the Agreement, and unless otherwise specified in the Agreement, will be free from defects in material and workmanship under normal use for a period of twelve (12) months from the Delivery Date ("**Warranty Period**").
- 6.2 Subject to Clause 6.1, if the Goods/Services are repaired/replaced by the Supplier during the Warranty Period, the period of warranty for repair and replacements shall end at least six (6) months after the end of the initial Warranty Period.
- 6.3 Where any valid claim in respect of any of the Goods and/or Services based on any defect in the quality or condition is notified to the Supplier in accordance with the Agreement, the Supplier's liability includes



but is not limited to repairing or replacing the Goods and/or Services (or the part in question) free of charge or refunding to NeutraDC the price of the defective Goods and/or Services.

7 TITLE AND RISK

- 7.1 Title to the Goods provided under the Agreement shall pass from the Supplier to NeutraDC upon full payment. The risk of loss or damage to the Goods shall pass from the Supplier to NeutraDC upon NeutraDC's acknowledgement of receipt of the Goods.
- 7.2 Notwithstanding Clause 7.1, the risk of loss or damage to the Goods shall be borne by the Supplier from the time the Goods are redelivered by NeutraDC to the Supplier for the purpose of modification, replacement, repair or rectification until the Goods are so delivered back to NeutraDC after the Goods have been modified, replaced or rectified.
- 7.3 Title to equipment and all other property at any time furnished by NeutraDC to the Supplier for the performance of the Agreement shall at all times remain with NeutraDC.
- 7.4 Risk of loss or damage to the equipment and all other property at any time furnished by NeutraDC to the Supplier shall vest in the Supplier from the moment the Supplier takes delivery of the equipment or such other property until such time as the equipment or such other property is delivered to NeutraDC.

8 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 8.1 All legal and beneficial rights in NeutraDC's Intellectual Property and Confidential Information which NeutraDC provides to the Supplier (if any) will remain at all times the property and rights of NeutraDC. The Supplier shall not, without the express written consent of NeutraDC, in any manner make known or communicate any Confidential Information or any information concerning the Goods/Services to any third party except as otherwise provided in the Agreement. The Supplier shall not employ any such Confidential Information for its own use or for any third party other than as agreed under the Agreement.
- 8.2 The Supplier shall not refer to NeutraDC or the subject matter of this Agreement directly or indirectly in its advertising or promotional materials without the prior express written consent of NeutraDC on each occasion.
- 8.3 NeutraDC grants the Supplier a non-exclusive, non-transferable license to use such Intellectual Property (if any) for the sole purpose of the performance of the Agreement. The Supplier shall not reproduce, modify, adapt, translate, reverse engineer or disassemble any part of the Intellectual Property.
- 8.4 The Supplier warrants that the Goods/Services furnished hereunder, and the intended use thereof, do not infringe, misappropriate or otherwise violate any patent, copyright, trademark or other intellectual property rights of others. In the event that any suit or proceeding alleging any such violation is brought or threatened against NeutraDC or any of its agents or employees, the Supplier agrees that it will, upon notification of the commencement or threat of any such suit or proceeding, promptly assume the defence thereof, and fully pay and indemnify NeutraDC all costs in connection with such actual or threatened suit or proceeding, including any legal costs.

9 INDEMNITY

- 9.1 Without prejudice to NeutraDC's other rights and remedies under the Agreement or at law, the Supplier shall indemnify and hold harmless NeutraDC from and against all liabilities, claims, damages, losses, judgments (including but not limited to legal costs on a full indemnity basis), costs and expenses of any nature whatsoever or causes of action arising out of or in connection with the Agreement suffered or may be suffered by NeutraDC arising out of or in connection with the negligence or default or breach



of any of the provisions of the Agreement for bodily injury (including death) or damage to tangible property caused by the negligence or willful misconduct of the Supplier, its employees, agents, contractors or invitees. This Clause 9 shall survive termination of the Agreement.

10 INSURANCE

- 10.1 The Supplier shall, at its own expense, maintain and cause the Supplier's subcontractors, if any, to maintain during the term of the Agreement:
- (a) a comprehensive public liability insurance policy with a reputable insurance company against claims for personal injury, death or property damage or loss arising out of or in connection with the Supplier's operations for the purposes of this Agreement for a sum of not less than S\$3 million (or such other amount as may be specified by NeutraDC from time to time) in respect of any one (1) occurrence without limit on the number of claims; and
 - (b) adequate all risks insurance policy with a reputable insurance company on all equipment and property belonging to the Supplier in NeutraDC's premises against loss or damage by fire, flood water damage or discharge from the sprinkler system, and shall cause NeutraDC to be named as joint insured. Such insurance policy shall contain a provision for waiver of subrogation against NeutraDC and its affiliates and the usual cross-liability clause. Where applicable, the Supplier shall bear the full cost of all deductibles payable for any insurance claim under the insurance policies.
- 10.2 On the date of the Agreement and every anniversary thereof, the Supplier shall provide NeutraDC with copies of the insurance certificates confirming the insurance policies maintained by the Supplier pursuant to the Agreement.
- 10.3 This Clause 10 shall survive termination of the Agreement.

11 TERMINATION AND SUSPENSION

- 11.1 In the event that:
- 11.1.1 the Supplier makes any arrangement with its creditors; becomes bankrupt; goes into liquidation (otherwise than for the purposes of amalgamation or restructuring); have an order made or resolution passed for such winding-up or shall otherwise become insolvent; make such proposal, assignment or arrangement for the benefit of its creditors; have a receiver or manager appointed over its affairs; have an application made to court for the appointment of a judicial manager; or be placed under a judicial management order;
 - 11.1.2 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Supplier;
 - 11.1.3 the Supplier ceases, or threatens to cease, to carry on business; or
 - 11.1.4 there is a change in control of the Supplier ("**control**" being the ability to direct the affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever) which in the reasonable opinion of NeutraDC adversely affects the position, rights or interests of NeutraDC,

NeutraDC shall be entitled to, by issuance of a written notice, terminate the Agreement forthwith, or suspend the performance of its obligations under the Agreement.



- 11.2 In the event that the Supplier is in breach of the Agreement other than due to circumstances described in Clause 11 of this General Procurement Agreement, it shall constitute sufficient cause for NeutraDC, at its option to (i) terminate this Agreement either in whole or in part; or (ii) by issuance of a written notice, suspend the performance of its obligations under the Agreement, upon which the Supplier shall remedy the breach(es) within fourteen (14) days of the notice, failing which shall result in the termination of the Agreement forthwith by a written notice to the Supplier.
- 11.3 In the event that the Agreement is terminated pursuant to Clauses 11.1 or 11.2 of this General Procurement Agreement, NeutraDC shall, in addition and without prejudice to its rights and remedies in Clauses 11.1 and 11.2, be entitled to recover from the Supplier all losses and damages, which shall include but are not limited to all costs, expenses and liabilities reasonably incurred by NeutraDC as well as any costs, expenses and liabilities in expectation of the completion of the procurement of the Goods and/or Services. Termination of the Agreement by NeutraDC shall not discharge the Supplier from any existing obligations accrued due on or prior to the date of termination.
- 11.4 The rights and remedies granted to NeutraDC are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

12 FORCE MAJEURE

- 12.1 Neither Party shall be liable to the other Party in breach of the Agreement if such breach was due to Force Majeure. "**Force Majeure**" means any unforeseen event beyond the reasonable control of the Parties including, but not limited to: fire, explosion, flood, act of God, terrorism, war, riot, labour dispute, strike, pandemic, act of government or any authorities, earthquake, hurricane or other exceptional weather conditions or natural disasters. The Party claiming Force Majeure shall promptly and without delay inform the other Party in writing, furnish sufficient proof of the occurrence and duration of such Force Majeure, and also use all reasonable endeavors to remedy and mitigate the impact of the Force Majeure. Without prejudice to other provisions of the Agreement, where the Force Majeure continues for more than thirty (30) days, either Party shall have the right to terminate the Agreement.

13 MISCELLANEOUS PROVISIONS

- 13.1 NeutraDC shall be entitled to transfer (by way of novation or assignment) all its rights and interests under the Agreement.
- 13.2 The Agreement may not be assigned by the Supplier in whole or in part without the prior written consent of NeutraDC.
- 13.3 The Parties shall comply with all relevant laws, rules and regulations and by-laws affecting their obligations and the performance of the Agreement. The Supplier shall furnish to NeutraDC, upon request, all information and documentation required to enable NeutraDC to comply with all laws, rules, regulations and requirements under the Agreement.
- 13.4 Unless otherwise agreed in writing, all notices and communications to a Party hereunder shall be in writing and personally delivered to such Party's address designated in the Purchase Order or sent via e-mail to the e-mail designated for such Party in the Purchase Order.
- 13.5 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.



- 13.6 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, such provision shall be construed limited or severed to the extent necessary to eliminate such invalidity or unenforceability, and the validity of the rest of the Agreement and the remainder of the provision in question shall not be affected and shall remain in full force and effect.
- 13.7 The Agreement is the entire agreement between the Parties and may not be changed unless agreed in writing by properly authorised representatives of both Parties. The Agreement shall supersede any other express or implied, written or oral terms, arrangements, customs or practices.
- 13.8 The Parties do not intend that any term of the Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore or otherwise, by any person who is not a party to the Agreement.
- 13.9 The Supplier shall not and shall ensure that its employees, agents and contractors shall not offer, give, or agree to give to any person any gift or consideration of any kind to NeutraDC, its employees, agents and contractors as an inducement or reward for doing to, forbearing to do, having done, or forborne to do any action in relation to the Agreement, including any act which may constitute an offence under Chapter 9 of the Penal Code 1871 of Singapore or Prevention of Corruption Act 1960 of Singapore or the abetment of or attempt to commit such offence.

14 APPLICABLE LAWS AND DISPUTE RESOLUTION

- 14.1 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 14.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Agreement. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of the Parties, the dispute shall be referred to the management of each Party who will meet in good faith in order to resolve the dispute.
- 14.3 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

