

TEMASEK

Purchase Order Terms and Conditions

1. Definitions

“Temasek” means Temasek Capital Management Pte. Ltd. and includes its affiliates, subsidiaries, and authorised representatives.

“Supplier” means the individual or entity providing goods and/or services under this Purchase Order.

“Goods” and “Services” mean the items, works, or deliverables specified in the Purchase Order.

“Agreement” means the Purchase Order together with these Terms and Conditions.

“Purchase Order” (“PO”) means the written document issued by Temasek specifying the goods/services to be supplied.

2. Order and Acceptance

a. These Terms apply exclusively to all POs issued by Temasek and supersede any Supplier terms or quotations unless otherwise agreed in writing.

b. Commencement of work, delivery, or acknowledgement of the PO constitutes Supplier’s acceptance of these Terms.

c. Any conflicting or additional terms proposed by the Supplier shall be of no effect unless expressly accepted by Temasek in writing.

3. Price and Payment

a. Prices are firm and inclusive of all costs (including delivery, freight, packaging, insurance, and duties) unless otherwise stated in the PO.

b. All prices, unless stated otherwise in writing, shall be exclusive of Goods and Services Tax (GST) / Value Added Tax (VAT). GST or VAT, if applicable, shall be shown separately on the invoice. Withholding Taxes (WHT) may be applicable to payments made to a nonresident individual or company which are deemed sourced in Singapore.

c. Payment shall be made within 30 days from receipt of a valid tax invoice and satisfactory delivery/performance.

d. Temasek may set off any amount payable to the Supplier against any liability of the Supplier to Temasek.

4. Delivery and Performance

a. Supplier shall deliver the Goods and/or complete the Services by the date(s) stated in the PO.

b. Time is of the essence. If delivery or performance is delayed, Temasek reserves the right to cancel all or part of the PO without liability.

c. Goods shall be properly packed and marked for safe transport and handling.

d. Title to Goods passes to Temasek upon delivery; risk passes only upon written acceptance.

e. Temasek may reject any Goods or Services not in accordance with the PO or specifications and require repair, replacement, or refund at the Supplier’s cost.

5. Warranties

The Supplier warrants that:

- Goods are new, free from defects, of merchantable quality, and fit for purpose.
- Services are performed diligently and in accordance with professional standards.
- Goods and Services comply with all applicable laws and regulations.
- The Supplier has full title to the Goods and the right to sell them.

6. Compliance and Conduct

The Supplier shall comply with all applicable laws and regulations, all relevant workplace health, safety, and environmental regulations and Temasek’s Supplier Code of Conduct (as may be updated from time to time).

7. Insurance

The Supplier shall maintain adequate and valid insurance coverage (including public liability and product liability insurance) to cover all liabilities arising from the supply of Goods or performance of Services. Evidence of such insurance shall be provided upon request.

8. Confidentiality

All information obtained in the course of fulfilling the PO shall be kept strictly confidential and used solely for the purpose of performance. Supplier shall not make any public statement or disclosure about its relationship with Temasek without written consent.

9. Intellectual Property

- a. All intellectual property rights ("IP") in materials created or developed under the PO shall vest in Temasek upon creation.
- b. Supplier grants Temasek a perpetual, worldwide, royalty-free licence to use any pre-existing IP necessary for Temasek's enjoyment of the Goods or Services.
- c. Supplier warrants that its performance does not infringe any third-party IP rights and shall indemnify Temasek against all losses arising from such infringement.

10. Data Protection

Supplier shall handle all personal data in compliance with the Personal Data Protection Act 2012 and Temasek's data protection policies, and shall immediately notify Temasek of any data breach.

11. Indemnity

Supplier shall indemnify and hold harmless Temasek, its affiliates, and employees from any loss, claim, damage, or liability arising from:

- breach of contract or warranty;

- negligence or misconduct by Supplier or its personnel;
- infringement of intellectual property; or
- injury, property damage, or regulatory breach related to the Goods or Services.

12. Termination

- a. Temasek may terminate the PO, in whole or in part, with written notice if:
 - Supplier breaches any term and fails to remedy within 10 days;
 - Supplier becomes insolvent or ceases business; or
 - Performance is delayed beyond a reasonable period.
- b. Temasek may terminate for convenience with notice, paying only for conforming Goods or Services delivered to date.
- c. Upon termination, all confidential information and Temasek property shall be returned promptly.

13. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control (e.g., natural disasters, war, strikes), provided that prompt notice is given. Temasek may cancel the PO if such delay continues for more than 30 days.

14. Assignment and Subcontracting

Supplier shall not assign or subcontract any part of its obligations without Temasek's prior written consent. Supplier remains fully responsible for the acts and omissions of any approved subcontractors.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties submit to the exclusive jurisdiction of the Singapore courts.

16. Miscellaneous

- a. Any waiver or failure to enforce any right shall not constitute a continuing waiver.

- b. If any provision is found invalid, the remaining terms remain enforceable.
- c. No partnership or agency is created by this Agreement.
- d. The UN Convention on Contracts for the International Sale of Goods does not apply.