



SINGAPORE (APAC) GENERAL TERMS AND CONDITIONS FOR PURCHASE
(WITH EFFECT FROM 01 OCTOBER 2025)

1. SCOPE OF APPLICATION

- 1.1. These Conditions shall apply to the procurement of all Goods and/or Services by the Customer for all matters that are not specifically set forth in the Purchase Order.
- 1.2. The Purchase Order, these Conditions, and any attachments, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference, including any amendment thereto, shall constitute the Contract.
- 1.3. Any other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, shall be excluded from the Contract, except to the extent that the Customer agrees in writing. Any reference to the Supplier's quotation, bid or proposal shall not imply acceptance of any term, condition or instruction contained therein. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 1.4. In the event and to the extent of any departure, inconsistency or conflict between the Purchase Order and these Conditions, the specific provisions of the Purchase Order shall prevail over these Conditions.

2. BASIS OF CONTRACT

- 2.1. The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier subject to and in accordance with these Conditions.
- 2.2. The Purchase Order shall be accepted or deemed to be accepted by the Supplier, and the Contract shall come into existence, on the earliest of:
 - (a) the Supplier expressly accepting the Purchase Order in writing, by endorsing the Purchase Order or otherwise;
 - (b) any act of the Supplier consistent with fulfilling the Purchase Order; and
 - (c) any other conduct that recognises the existence of a contract with respect to the subject matter of the Purchase Order.
- 2.3. The Purchase Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier in accordance with Clause 2.2.
- 2.4. The Customer shall have the right to cancel the Purchase Order if the Supplier has not accepted the Purchase Order in accordance with Clause 2.2 within fourteen (14) days of receipt of the Purchase Order.

3. SUPPLY OF GOODS

- 3.1. The Supplier shall supply the Goods set forth in the Purchase Order in accordance with the terms of the Contract.
- 3.2. The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any specifications set out in the Contract;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
 - (c) where they are manufactured products, be free from defects in design, materials and workmanship; and

- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.3. The Supplier shall obtain and maintain all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.4. The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing. Any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and shall not be deemed to be acceptance of the Goods by the Customer.
- 3.5. If following such inspection or testing under Clause 3.4, the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings in Clause 3.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall ensure that:
 - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2. The Supplier shall deliver the Goods:
 - (a) on the date(s) specified in the Purchase Order, and time is of the essence with respect to such date(s);
 - (b) at the location specified in the Purchase Order;
 - (c) during normal business hours or as instructed by the Customer; and
 - (d) on a DDP (Incoterms 2020) basis.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the location specified in the Purchase Order. Title and risk in the Goods shall pass to the Customer on completion of delivery of the Goods.
- 4.4. If the Supplier:
 - (a) delivers less than ninety-five percent (95%) of the quantity of Goods ordered, the Customer may reject the Goods; or
 - (b) delivers more than one hundred and five percent (105%) of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.5. The Supplier shall not deliver the Goods by instalments except with the prior written consent of the Customer. Where the Parties agree that the Goods shall be delivered by instalments, the Goods may be invoiced and paid for separately, and references in the Contract to Purchase Order shall be construed as references to instalment. However, in the event that the Supplier fails to deliver any one instalment on time or at all, or there is any defect in an instalment, the Customer shall be entitled to the remedies set out in Clause 6.1.
- 4.6. The Customer shall not be deemed to have accepted any Goods until the Customer has had a reasonable time to inspect the Goods following their delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

5. SUPPLY OF SERVICES

- 5.1. The Supplier shall provide the Services and the Deliverables (if any) in accordance with the terms of the Contract on the date(s) or for the duration specified in the Purchase Order.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that the Customer notifies to the Supplier, and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, the Supplier shall:
- (a) cooperate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services and the Deliverables (if any) will conform with all descriptions, standards and specifications set out in the Contract, and that the Deliverables (if any) shall be fit for any purpose that the Customer expressly or implicitly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licences and consents which may be required for the provision of the Services;
 - (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;
 - (i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
 - (j) hold all Customer Materials in safe custody at the Supplier's own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;
 - (k) take good care of any of the Customer Equipment;

- (l) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which the Customer relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services;

- (m) comply with any additional obligations as set out in the Contract; and

comply with the EDP Group Supplier Code of Conduct incorporated by reference into the Contract and found at Reference to EDP Group Supplier Code of Conduct: https://www.edp.com/sites/default/files/document/2025-09/EDP_Supplier_Code_of_Conduct_2025_.pdf

6. CUSTOMER REMEDIES

- 6.1. In the event that the Supplier fails to deliver the Goods and/or to perform the Services on the date(s) or within the period specified in the Purchase Order (as the case may be), the Customer shall, without prejudice to any other rights or remedies under the Contract or at law, have one or more of the following rights and remedies:

- (a) Terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) Refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- (c) Recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- (d) Claim damages for any additional costs, loss or expenses incurred by the Customer which are attributable to such failure of the Supplier; and
- (e) Require a refund from the Supplier of sums paid in advance for Goods that the Supplier has not delivered and/or Services that it has not provided (if applicable).

- 6.2. If the Supplier has delivered Goods that do not comply with Clause 3.2, or are otherwise not in conformity with the terms of the Contract, the Customer shall, without prejudice any other rights or remedies under the Contract or at law, have one or more of the following rights and remedies, whether or not the Customer has accepted the Goods:

- (a) Terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) Reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) Require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) Refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) Recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) Claim damages for any additional costs, loss or expenses incurred by the Customer arising from or in relation to the Supplier's delivery of Goods that are not in accordance with the terms of the Contract.

- 6.3. If the Supplier has supplied Services that do not comply with Clause 5.3, the Customer shall, without prejudice to any other rights or remedies under the Contract or at law, have one or more of the following rights and remedies:

- (a) Terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) Return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) Require the Supplier to provide repeat performance of the Services at the Supplier's risk and expense, or to provide a full refund of the price paid for the Services (if paid);
 - (d) Refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (e) Recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
 - (f) Claim damages for any additional costs, loss or expenses incurred by the Customer arising from or in relation to the Supplier's failure to comply with Clause 5.3.
- 6.4. These Conditions shall apply to any repaired or replacement goods and substituted or remedial services supplied by the Supplier.
- 6.5. For the avoidance of doubt, the Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. CONTRACT PRICE AND PAYMENT

- 7.1. In consideration of the supply of the Goods and/or Services, the Customer shall pay the Supplier the Contract Price in accordance with this Clause 7.
- 7.2. The Contract Price shall be fixed and shall not be revised for any reason, including fluctuations of freight costs, labour costs, raw material costs or any other costs. Unless otherwise agreed in writing and signed by the Customer, the charges in respect of the Goods and/or Services shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or Services, and no extra charges shall be effective.
- 7.3. The Contract Price shall include all taxes (except GST), charges, encumbrances, duties, fines, levies, assessments and fees payable under all applicable laws by the Supplier in fulfilling its obligations under the Contract.
- 7.4. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 7.5. Unless otherwise specified in the Purchase Order, the Supplier shall invoice the Customer:
- (a) in respect of the Goods, on or at any time after completion of delivery; and
 - (b) in respect of the Services, on completion of the Services.

Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the Purchase Order number.

- 7.6. The Customer shall pay the invoiced amounts within the period specified in the Purchase Order, or in the absence of such specification, within sixty (60) days of the date of a correctly rendered invoice, to a bank account nominated in writing by the Supplier.
- 7.7. If the Customer disputes any invoice or other statement of monies due, the Customer shall notify the Supplier in writing as soon as reasonably practicable. The Customer's failure to pay the disputed amount(s) shall not be deemed to be a breach of the Contract. The parties shall negotiate in good faith to attempt to

resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within thirty (30) days of the Customer giving notice to the Supplier, the dispute shall be resolved in accordance with Clause 28. Where only part of an invoice is disputed, the Customer shall have the right to withhold payment for the entire invoice until the dispute has been resolved. To the extent that the Supplier is obliged to refund an amount to the Customer following resolution of the dispute, interest shall be added to that amount at the rate of eight percent (8%) per annum from the date of the Customer's notice of the dispute to the date on which the Supplier makes the refund. The Supplier's obligations to supply the Goods and/or Services shall not be affected by any dispute in relation to any invoice.

- 7.8. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of GST. Where any taxable supply for GST purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of GST as are chargeable on the supply of the Goods and/or Services, at the same time as payment is due for the supply of the Goods and/or Services.
- 7.9. No payment by the Customer shall be construed as acknowledgement that the Goods and/or Services supplied by the Supplier comply with the Contract. No payment shall prejudice the Customer's right to reject the Goods and/or Services that do not comply with the Contract, or the Supplier's responsibility to repair or replace rejected Goods and/or provide repeat performance of rejected Services.
- 7.10. The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this Clause shall not prejudice any other rights or remedies available to the Customer under the Contract or otherwise.
- 7.11. The Supplier shall pay any and all amounts owing to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by applicable laws.

8. SECURITY OF PAYMENT (IF APPLICABLE)

- 8.1. In the event that the Building and Construction Industry Security of Payment Act 2004 ("**SOP Act**") applies to the Contract, the provisions of this Clause 8 shall apply in lieu of Clause 7.6.
- 8.2. In respect of the Goods:
 - (a) the invoice submitted under Clause 7.5 shall constitute the payment claim from the Supplier as defined in the SOP Act and shall fully comply with the requirements therein; and
 - (b) within sixty (60) days from the date of receipt of the invoice submitted under Clause 7.5, the Customer shall pay the amount in such invoice. If the Customer pays less than the amount in such invoice or withholds any amount, the Customer shall provide reasons in writing within the aforesaid period.
- 8.3. In respect of the Services, the Supplier shall submit a payment claim (within the meaning of the SOP Act) to the Customer on completion of the Services.
- 8.4. Within twenty-one (21) days after receipt of the payment claim submitted under Clause 8.3, the Customer shall provide a payment response (within the meaning of the SOP Act) to the Supplier stating the amount that the Customer considers the Supplier is entitled to be paid ("**response amount**"), and if the response amount is less than the amount claimed in the payment claim, the reasons for the difference and the reasons for any amount withheld.

- 8.5. The Customer shall make payment of the response amount to the Supplier within thirty-five (35) days after:
- (a) if the Supplier is a taxable person under the GST Act who has submitted a tax invoice to the Customer for the response amount, the date of receipt of the tax invoice; or
 - (b) in any other case, the period within which the payment response is required to be provided under Clause 8.4.

9. AUDIT

- 9.1. The Supplier shall allow the Customer (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the Contract Price and any other sums charged to the Customer under the Contract are accurate.
- 9.2. Subject to the Supplier's confidentiality obligations, the Supplier shall provide the Customer (and its professional advisers) with all reasonable cooperation, access and assistance in relation to each audit.
- 9.3. The Customer shall provide at least five (5) business days' notice of its intention to conduct an audit and any audit shall be conducted during business hours.
- 9.4. The Customer and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies, and the Supplier shall provide the necessary facilities to assist in copying free of charge.

10. WARRANTY PERIOD

- 10.1. During the period specified in the Purchase Order, or in the absence of such specification, two (2) years from the date on which the Goods are delivered or the Services are performed ("**Warranty Period**"), if:
- (a) any Goods delivered are found not to comply with Clause 3.2, the Customer shall have one or more of the rights and remedies set out in Clauses 6.2(c), 6.2(e) and 6.2(f); and
 - (b) any Services or Deliverables provided are found not to comply with Clause 5.3, the Customer shall have one or more of the rights and remedies set out in Clauses 6.3(c), 6.3(e) and 6.3(f).
- 10.2. The Warranty Period shall be extended for a period of twelve (12) months from the date of completion of the repair or replacement of the rejected Goods or the substituted or remedial Services.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. In relation to the Customer Materials:
- (a) the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
 - (b) the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.
- 11.2. In relation to the Deliverables:
- (a) the Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;

- (b) the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under the relevant provisions of the Copyright Act 2001 or any similar provisions of law in any jurisdiction; and
 - (c) the Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with Clause 11.2(a).
- 11.3. The Supplier warrants and represents that the receipt, use and onward supply of the Services and the Deliverables (excluding the Customer Materials) by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 11.4. The Supplier acknowledges and agrees that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

12. INSURANCE

- 12.1. During the term of the Contract, the Supplier shall maintain in force with a reputable insurance company(s) such insurance(s) as are necessary to cover the liabilities that may arise under or in connection with the Contract, including public liability insurance, product liability insurance and professional indemnity insurance. The Supplier shall ensure that the Customer's interest is noted on each insurance policy, or that a generic interest clause has been included.
- 12.2. On the Customer's written request, the Supplier shall provide the Customer with copies of the insurance policy certificates giving details of the cover provided and the receipt for the current year's premium in respect of each insurance.
- 12.3. The Supplier shall ensure that any subcontractor(s) also maintains adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 12.4. The Supplier shall:
 - (a) do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and
 - (b) notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 12.5. The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies as required under this Clause 12.
- 12.6. If the Supplier fails or is unable to maintain insurance, or fails to provide evidence that it has paid the current year's premiums, in accordance with this Clause 12, the Customer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses incurred thereby from the Supplier.

13. COMPLIANCE WITH LAWS AND POLICIES

- 13.1. In performing its obligations under the Contract, the Supplier shall comply with:
 - (a) all applicable laws, statutes, regulations and codes from time to time in force; and
 - (b) the Customer's business policies as may be notified to the Supplier in writing from time to time.

14. INDEMNITY

- 14.1. The Supplier shall indemnify and keep indemnified the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- (a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, and/or receipt, use or supply of the Services (excluding the Customer Materials);
 - (b) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, and/or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
 - (c) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods, as delivered, and/or the Deliverables, to the extent that the defects in the Goods and/or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.
- 14.2. If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity ("**Claim**"), the Customer shall:
- (a) as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Customer may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier, but without obtaining the Supplier's consent) if the Customer reasonably believes that failure to settle the Claim would be prejudicial to the Customer in any material respect;
 - (c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
 - (d) subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 14.3. If a payment due from the Supplier under this Clause 14 is subject to tax (whether by way of direct assessment or withholding at its source), the Customer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Customer in respect of the payment is the same as it would have been were the payment not subject to tax.
- 14.4. This Clause 14 shall survive termination or expiry of the Contract.

15. LIMITATION OF LIABILITY

- 15.1. The Customer shall not in any event be liable to the Supplier for any loss of profit (whether actual or anticipated), loss of revenue, loss of use, loss of production, loss of business opportunity, loss of contract, loss of goodwill, economic loss, or any indirect, special, incidental, exemplary, punitive or consequential losses or damages arising out of or in connection with the performance or breach of the Contract.

- 15.2. Nothing in the Contract shall limit any liability which cannot be legally limited, including for death or personal injury caused by negligence, and for fraud or fraudulent misrepresentation.
- 15.3. Nothing in the Contract shall limit any liability under Clause 14.
- 15.4. Subject to Clauses 15.2 and 15.3, the Customer's total liability to the Supplier under the Contract, in tort (including negligence), misrepresentation, restitution or otherwise shall not in any event exceed the purchase total amount specified in the Purchase Order.
- 15.5. This Clause 15 shall survive termination or expiry of the Contract.

16. TERMINATION

- 16.1. Without prejudice to any other right or remedy under the Contract or at law, the Customer may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier commits a breach of Clauses 13.1, 29 and/or 30; or
- (b) for convenience by giving the Supplier fourteen (14) days' written notice.

- 16.2. If the Supplier commits a breach of any of its obligations under the Contract and:

- (a) the breach is not remediable or not capable of being remedied within a reasonable period; or
- (b) if the breach is remediable, the Supplier fails to remedy the breach within fourteen (14) days after being notified in writing to do so,

the Customer shall have the right, without prejudice to any other rights and remedies under the Contract or at law, to terminate the Contract with immediate effect by giving written notice to the Supplier.

- 16.3. If a party ("**defaulting party**"):

- (a) commits any unlawful, fraudulent or deceptive acts or practices or criminal misconduct in the performance of the Contract;
- (b) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (c) has committed an act of bankruptcy or becomes bankrupt or insolvent, or is unable to pay its debts as they fall due;
- (d) has a receiver or manager, judicial manager or scheme administrator appointed over all or any part of its assets or undertaking, or an application is filed, a notice is given, a resolution is passed or an order is made for its winding up or dissolution without winding up (other than for the purpose of amalgamation or restructuring), or possession is taken or execution is levied by creditors or debenture holders or under a floating charge; or
- (e) makes any compromise or arrangement with its creditors,

then, unless prohibited by written law, the other party shall have the right, without prejudice to any other rights and remedies under the Contract or at law, to terminate the Contract with immediate effect by giving written notice to the defaulting party.

17. CONSEQUENCES OF TERMINATION

- 17.1. Upon termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all of the Customer Materials and the Customer's Equipment (collectively, the "**Outstanding Items**"). If the Supplier fails to do so, the Customer may enter the Supplier's premises and take possession of the Outstanding Items. The Supplier shall be solely responsible for the safekeeping of the Outstanding Items and shall not use them for any purpose not connected with the Contract until they have been delivered or returned.
- 17.2. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at the date of termination or expiry, including the right to claim damages in respect of any antecedent breach of the Contract.
- 17.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 17.4. This Clause 17 shall survive termination or expiry of the Contract.

18. FORCE MAJEURE

- 18.1. "**Force Majeure Event**" means an event that prevents, hinders or delays a party ("**Affected Party**") in or from performing its obligations, wholly or in part, under the Contract and is an exceptional event or circumstance (i) that is not within the reasonable control of the Affected Party; (ii) which, by the exercise of reasonable foresight or due diligence, the Affected Party could not reasonably have been expected to avoid or overcome; and (iii) that is not the result of the fault or negligence of the Affected Party, which causes or results in default or delay of the Affected Party in the performance of its obligations under the Contract; and so long as the foregoing criteria is satisfied, only in the exceptional events or circumstances listed below:

- (a) acts of God, flood, typhoon, drought, earthquake, tsunami or other natural disaster;
- (b) pandemic, epidemic or plague;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, invasion, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition.
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Clause); and
- (i) interruption or failure of utility service.

- 18.2. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days thereof, notify the other party in writing of the Force Majeure Event, the date on

which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under the Contract.

18.3. Subject to Clause 18.2, the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. The corresponding obligations of the other party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

18.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, the other party may terminate the Contract with immediate effect by giving written notice to the Affected Party.

19. CONFIDENTIALITY

19.1. Each party undertakes that it shall not at any time during this agreement and for a period of three (3) years after termination or expiry of the Contract disclose to any person any Confidential Information, except as permitted by Clause 19.2.

19.2. Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Clause 19; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

19.4. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from the Contract.

19.5. This Clause 19 shall survive termination or expiry of the Contract.

20. DATA PROTECTION

20.1. The personal data shared between the parties in connection with the Contract will be processed by each of them, as independent data controllers, in compliance with the applicable data protection regulations, for the purpose of its correct management and administration. To the extent that the Supplier provides any personal data to the Customer, the Supplier hereby confirms to the Customer that (i) it has the relevant consent of the data subjects for the processing of their personal data by the Customer as anticipated by the Contract; or (ii) such processing of personal data by the Customer is otherwise carried out on legitimate bases or exemptions from consent under the applicable data protection legislation and that such bases or exemptions have been ascertained by the Supplier. The data subjects have the rights set forth in the applicable data protection regulations. For additional information the data subjects may consult the Privacy Notice of the Customer at the following link: <https://www.edpr.com/apac/en/privacy-notice>.

20.2. In case it is necessary for the Supplier to process the personal data under the responsibility of the Customer in order to provide the services and the execution of the works, the Supplier agrees to process such personal data acting as data processor complying with all the obligations imposed on such data processor in the applicable data protection regulations.

21. ASSIGNMENT AND SUBCONTRACTING

- 21.1. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 21.2. The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the Customer gives prior written notice of such dealing to the Supplier.
- 21.3. The Supplier shall not subcontract the supply of the Goods and/or Services wholly or in part without the prior written consent of the Customer. The Supplier shall ensure that all of its suppliers and subcontractors of any tier providing the Goods and/or Services under the Contract comply with these Conditions.
- 21.4. Any consent given by the Customer under Clause 21.3 shall not relieve the Supplier from any of its obligations and liabilities under the Contract, and the Supplier shall be responsible for the acts and omissions of its subcontractor(s) as if they were its own.

22. VARIATION

- 22.1. Save as expressly set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. WAIVER

- 23.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 23.2. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. SEVERANCE

- 24.1. If any provision of the Contract or part thereof is or becomes invalid, illegal or unenforceable, that provision of part thereof shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

25. NO PARTNERSHIP OR AGENCY

- 25.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. ENTIRE AGREEMENT

- 26.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

27. THIRD PARTY RIGHTS

- 27.1. Any person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 2001 or otherwise to enforce any term of the Contract.

- 27.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

28. GOVERNING LAW AND JURISDICTION

- 28.1. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Singapore.
- 28.2. Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 28.3. This Clause 28 shall survive the termination or expiry of the Contract.

29. COMPLIANCE

- 29.1. The Customer performs its activity under high ethical standards of business integrity, consciousness and social responsibility, as well as with a strict respect and compliance of the corresponding legislation, and with no tolerance, for EDPR Group companies, collaborators or partners, of any behaviour that could question these principles of market positioning.
- 29.2. The Supplier declares that:
- (a) it knows and respects the commitments adopted by the EDPR Group about ethics, integrity, compliance and fight against corruption, as described in its reference documents, available at <https://www.edpr.com/en/edpr/our-company/ethics>, and complies with national and international legislation in force applicable to the Contract;
 - (b) there is no conflict of interest related to the purpose of the Contract.
- 29.3. The Supplier will immediately inform EDPR Group:
- (a) if, during the process of drafting of or executing the Contract, it has knowledge of any situation that could create a conflict of interest that might have an impact on the parties, the purpose of the Contract, or the related activity; or
 - (b) of any infringement or any circumstance that could potentially involve a serious breach of national or international legislation applicable to the Contract, as well as any other national or international legislation related to corruption or bribery.
- 29.4. During the execution of the Contract, the Supplier undertakes to actively cooperate with the Customer and allow the Customer to fulfil its own legal obligations arising under its duty of vigilance. With this purpose, the Supplier will implement, if not existing, a model of compliance with the appropriate controls in terms of integrity and prevention of corruption, and ensure to prevent actions as to promote and/or accept, directly or indirectly, undue advantages from third parties, nor to request, promote or accept, for its own benefit or to other people's benefit, undue advantages with the scope of obtaining a favourable result, establishing procedures and implementing the appropriate and necessary measures.
- 29.5. The Customer may require the Supplier to prove its compliance with the requirements set out in this Clause 29 at any time, requesting information or auditing the Supplier, directly or through a third party, at any time and at its own expense, provided that it gives prior notice of the audit to the Supplier. In the event of an audit, the Supplier undertakes to grant the Customer's employees, agents and representatives access to its premises and to provide all information and/or documents that the Customer may request for the successful completion of the audit.
- 29.6. Any breach of the provisions of this Clause 29 by the Supplier, as well as the commission of any infringement of commitments adopted by EDPR Group on ethics, integrity, compliance and fight against

corruption, will be treated as a breach of contract, justifying the termination of the Contract by the Customer on the terms and conditions set out in the Contract.

30. **SANCTIONS**

30.1. For the purposes of this Clause 30:

- (a) **“Sanctioned Person”** means any natural or legal person who appears on one or more Sanctions Lists; and
- (b) **“Sanctions Lists”** mean each or any of the below lists:
 - (i) list of any restrictive economic, financial or business measure, as well as any trades and arms embargoes enacted by the European Union in accordance with Chapter 2 of Title V of the Treaty on European Union and Article 215 of the Treaty on the Functioning of the European Union, as available on the official website of the European Union at <https://www.sanctionsmap.eu/#/main>. This includes any amendment and supplement thereof that may exist on this or any official website;
 - (ii) list of any restrictive economic, financial or business measure, as well as any trades and arms embargoes issued by the United Nations Security Council in accordance with Article 41 of the Charter of the United Nations, available on the official website of the United Nations at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This includes any amendment and supplement thereof that may exist on this or any official website;
 - (iii) list of any restrictive economic, financial or business measure, as well as any trades and arms embargoes issued by the competent corporations/official institutions or the programs which administer, enact, implement and/or enforce sanctions in the United States – including the Office of Foreign Assets Control, a part of the US Department of the Treasury, as well as all sanctions available, among others, on the Treasury’s official website at <https://ofac.treasury.gov/sanctions-programs-and-country-information>. This includes any amendment and supplement thereof that may exist on this or any official website; and
 - (iv) list of any economic, financial and trade restrictive measures and arms embargoes issued by the government of the United Kingdom (including but not limited to those as made available on the official UK website <https://www.gov.uk/government/publications/the-uk-sanctions-list>, as amended and supplemented from time to time or on any successor page.

30.2. With regard to the performance of the Contract, the Supplier represents and warrants to the Customer that:

- (a) neither the Supplier nor any of its employees, officers, directors, agents, partners, suppliers, co-contractors, subcontractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated) is a Sanctioned Person;
- (b) the Supplier will not enter a business relationship with a Sanctioned Person nor shall it make funds available to or for the benefit of – whether directly or indirectly – a Sanctioned Person. Additionally, the Supplier must include in each contract established with third parties the obligations set out in this Clause;
- (c) the Supplier will immediately inform the Customer in the event of any suspected or known inclusion in Sanctions Lists of itself or its employees, officers, directors, agents, partners, suppliers, co-contractors, subcontractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf

(howsoever designated), as soon as it is aware or should have been reasonably aware of such suspected inclusion; and

- (d) in the event that the Supplier discovers that any of its personnel or that of any subcontractor is a Sanctioned Person, in addition to the obligation to immediately notify the Customer thereof, it shall take steps to terminate the contract with such respective person or entity. If the Supplier has not replaced such a Sanctioned Person within five (5) business days (unless a longer period was agreed by the Customer), the Customer shall be entitled to terminate the Contract.

30.3. In the event the Customer receives evidence of the inclusion of the Supplier or its employees, officers, directors, agents, partners, suppliers, co-contractors, sub-contractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated) on any of the Sanctions Lists, the Customer will have the right to immediately terminate the Contract automatically upon sending a notice to that effect (notwithstanding any provisions of the Contract, the notice served by e-mail shall also be deemed to have been served in a valid way). The Customer shall not be held liable directly or indirectly to the Supplier as a result of such termination.

31. DEFINITIONS AND INTERPRETATION

31.1. In this Contract, unless otherwise defined, the following definitions shall apply:

- (a) **"Conditions"** means the general terms and conditions set out herein (as amended, varied, modified and/or supplemented by the applicable Country Amendment, if any), as may be amended from time to time.
- (b) **"Confidential Information"** means any information of a confidential nature concerning the business, assets, affairs, customers, clients or suppliers of a party or of any member of its group, including information relating to the party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.
- (c) **"Contract"** means the contract between the Customer and the Supplier for the supply of Goods and/or Services.
- (d) **"Contract Price"** means:
 - (i) in respect of the Goods, the price set out in the Purchase Order which shall be inclusive of the costs of packaging, insurance and carriage of the Goods; and
 - (ii) in respect of the Services, the charges set out in the Purchase Order which shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services.
- (e) **"Country Amendment"** means the prevailing jurisdiction-specific terms and conditions which amend, vary, modify and/or supplement the Conditions.
- (f) **"Customer"** means the company stated in the Purchase Order who agrees to purchase the Goods and/or Services from the Supplier.
- (g) **"Customer Equipment"** means any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.
- (h) **"Customer Materials"** means all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services.

- (i) **"Deliverables"** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (j) **"EDPR Group"** means the EDP Renováveis, S.A. group of companies, of which the Customer is a member.
- (k) **"Goods"** means the equipment, machinery, tools, apparatus, appliances, products, materials, supplies, goods or things of every kind as set out in the Purchase Order.
- (l) **"GST"** means the Goods and Services Tax charged on the supply of goods and services and on the importation of goods under the GST Act.
- (m) **"GST Act"** means the Goods and Services Tax Act 1993.
- (n) **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (o) **"Purchase Order"** means the Customer's purchase order form which sets out its order for the purchase of Goods and/or Services.
- (p) **"Services"** means the works and services, including any Deliverables, to be provided by the Supplier under the Contract, including works in connection with the Goods (including designing, installation, testing and/or commissioning).
- (q) **"Supplier"** means the party whose details are stated in the Purchase Order and who agrees to supply the Goods and/or Services to the Customer.

31.2. Unless the context requires otherwise, the following rules shall govern the interpretation of this Contract:

- (a) a reference to this Contract or to any other deed, agreement, document or instrument includes respectively this Contract or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to this Contract includes all schedules, attachments and appendices to this Contract;
- (c) a reference to "Schedule", "Appendix" or "Annex" shall be a reference to the corresponding schedule, appendix or annex to this Contract respectively;
- (d) a reference to "Clause" shall be a reference to a clause of this Contract;
- (e) a reference to an entity or a person means an individual, a firm, a partnership, a joint venture, a body corporate, an unincorporated body or association, a trust, or a governmental or regulatory authority;
- (f) a reference to a statute, legislation, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (g) the use of the terms "herein" and "hereof" means in this Contract, including any schedules, appendices or annexes;
- (h) the singular includes the plural and the masculine includes the feminine and neuter, and vice versa;
- (i) a reference to any thing is a reference to the whole or any part of it;
- (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (k) headings are for reference only and do not affect the interpretation of this Contract;
- (l) references to the word "include", "includes" or "including" means "including but not limited to" or "including without limitation"; and
- (m) provisions including the word "agree", "agreed", "consent", "approval" or "notice" require the agreement, consent, approval or notice to be in writing.

32. COMMUNICATIONS

Unless otherwise indicated by the Customer, all communications under the Contract shall be made in writing and sent by registered mail with acknowledgment of receipt, or by any other means accepted by the Parties, to the addresses indicated in the Purchase Order.

33. GENERAL PROVISIONS

The invalidity of any provision of the Contract shall not affect the validity of the remaining provisions. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employment relationship between the Parties. Neither Party shall have the authority to bind, act on behalf of, or represent the other in any capacity without prior written consent.