

ELEMENT MATERIALS TECHNOLOGY
PURCHASING TERMS AND CONDITIONS (Singapore)

1 GENERAL

- a. In these Terms and Conditions (“Conditions”) “Buyer means the Element Materials Technology group legal entity purchasing the Goods and/or Services from the Supplier; “Supplier” means the supplier indicated on the Order; “Goods” means the goods or other materials stated on the Order and any necessary ancillary goods or materials; “Services” means the services stated on the Order and any necessary ancillary services; “Company” means the Buyer and any of its subsidiary companies (within the meaning of s.1159 of the UK Companies Act 2006); “Contract” means the contract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services; “Order” means the Buyer’s order for the Goods and/or the Services from the Supplier; “Supplier’s Warranties” means those warranties as set out in clauses 5a, 5b and 5c.
- b. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:
 - i. the Supplier issuing written acceptance of the Order; or
 - ii. any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- c. These Conditions and the Order contain all the provisions which the parties have

- b. In the case of the Services the Supplier warrants to the Buyer that:
- i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction;
 - ii. the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and the Supplier shall hold in safe custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the provision of the Services;
 - iii. it shall 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 this Contract;
 - iv. it shall 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 Buyer, will be free from defects in workmanship, installation and design;
 - v. the Services shall be provided in accordance with all applicable standards, regulations and/or legal requirements, all relevant European and British, Singaporean Standards and best accepted industry practices; and
 - vi.

