



VIETNAM - PURCHASE ORDER TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

Approval means any licence, permit, consent, approval, determination, certificate or other requirement of any Authority or under any other Legislative Requirement, which must be obtained or satisfied to:

- (a) carry out the Work; or
- (b) use the completed Work.

Associated Goods means goods, materials, equipment and other items which are required by the Supplier to perform the Services.

Authority means:

- (a) government department;
- (b) local government council;
- (c) government or statutory authority; or
- (d) other body,

which has a right to impose a requirement in respect of the Work or whose consent is required with respect to the Goods or Services.

Background Intellectual Property has the meaning given to it in clause 12.1(b).

Change Order is a Document titled 'Change Order' that is issued by Company to the Supplier from time to time as required that sets out details of a Variation to the Purchase Order.

Claim includes any claim for an increase in the Price, for payment of money (including damages) or for an extension of time:

- (a) under, arising out of, or in any way connected with the Purchase Order, including any direction from the Company Contact;

- (b) arising out of or in any way connected to the Work for any Party's conduct prior to the Purchase Order; or

- (c) otherwise arising under Law.

Company means Interflour Vietnam Limited, Intermalt Vietnam Limited, Interflour Danang Company Limited or CI Trading Limited (as the case may be).

Company Contact means the person nominated by Company, as named in the Purchase Order as the 'Contact Person', whom performs any of the representative's duties, powers or authorities in relation to the Purchase Order.

Company Contractors are consultants, agents and contractors (other than the Supplier) engaged by Company to carry out any work of any nature at or in the vicinity of the Site.

Completion means that stage when:

- (a) delivery of the Goods to the Delivery Point has been achieved (but in respect of the delivered Goods only) by the Due Date;
- (b) the Services have been completed in accordance with the Purchase Order;
- (c) all commissioning and testing pursuant to clause 7.3 or as directed by the Company Contact has been carried out and passed; and
- (d) the Supplier has done everything in which the Purchase Order requires it to do so as a condition precedent to completion, including submission of all required Documents and other Materials to Company and those things described in the relevant Purchase Order.

Confidential Information means the Purchase Order, Documents and any information that concerns the business or finances of Company and is disclosed to or acquired by the Supplier and which:

- (a) is by its nature confidential;
- (b) is designated by Company as confidential; or
- (c) the Supplier knows or ought to know is confidential, but does not include information which:
 - (i) is or becomes public knowledge other than by breach of the Purchase Order;
 - (ii) is in possession of the Supplier without restrictions in relation to disclosure on or before the date on which it is disclosed to or acquired by the Supplier; or
 - (iii) has been independently developed or acquired by the Supplier; and
- (d) where the burden of establishing any of the exceptions referred to in paragraphs (c)(i), (c)(ii) and (c)(iii) will be on the Supplier.

Consultancy Services means the provision of the Supplier's knowledge, skills, experience, deductive and intuitive intellectual capabilities, inventiveness, physical work and other consultancy services identified in the Purchase Order, if any, including the development, Completion and submission of all Documents to Company.

Defect means any designs, materials or workmanship not in accordance with the Purchase Order, any defect in or omissions from the Work or any other aspect of the Work not in accordance with the Purchase Order.

Delivery Point means the location for delivery of the Goods and is specified by Company in the Purchase Order.

Delivery Terms means the conditions for transport, freight charges, time of delivery and all other related delivery conditions specified in the Purchase Order.

Dispute Resolution means the mechanism as set out in clause 15 for resolving any disputes arising during the Term of the Purchase Order.

Documents includes correspondence, notes, memoranda, plans, drawings, as built drawings, designs, calculations, operating manuals, accounts, reports, plans and all other documents of any type, whether in tangible or electronic form.

Due Date means the date of Completion, and is specified in the Purchase Order as 'Due Date'.

Exclusive Stock is any Goods embellished, embroidered, printed, machined, cut-to-size and/or specifically ordered for Company, to mutually agreed volumes.

Force Majeure Event means any occurrence or cause which delays or prevents a Party performing its obligations under the Purchase Order after reasonable care, proper precautions, reasonable foresight has been carried out, and includes but is not limited to:

- (a) acts of God;
- (b) extremes of weather, floods, lightning strikes, earthquakes, landslides or other natural phenomenon;
- (c) wars, hostilities (declared or not declared), civil commotion, unrest or disturbance, civil or military insurrection, riots, revolution, acts of foreign enemies, terrorist acts, blockades and embargoes;
- (d) acts or orders or directives, legislation, regulation, requirements or injunctions of governments, or governmental authorities or any other Authority;
- (e) boycotts, strikes, lockouts, labour stoppages or go slows, labour disturbances or other industrial action but excluding industrial dispute solely by the Supplier's employees, Subcontractors, servants or agents;
- (f) fire, explosion of materials including power, electricity and fuel;
- (g) epidemic or quarantine; or
- (h) accidents to or closing at railroads, harbours, docks, canals, channels or other assistances to or adjuncts of transport, shipping or navigation, compliance with any order or instruction of any local port transportation or other Authority,

which is beyond the reasonable control of the Party affected and which, by the exercise of reasonable diligence, proper precautions and reasonable foresight, the affected Party is unable to reasonably prevent or provide against provided that an inability by a Party to pay any money due under the Purchase order cannot of itself constitute an event of Force Majeure.

Goods means the goods, materials, equipment, Associated Goods and other items specified in the Purchase Order which the Supplier is required to supply.

HSE means health, safety and environment.

Intellectual Property Rights means all copyright and analogous rights, all rights in relation to Inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields, including:

- (a) all rights in all applications to register those rights; and
- (b) all renewals and extensions of those rights.

Inventions include programs, systems, procedures, processes, formulae and all other inventions or discoveries.

Law means:

- (a) all applicable laws, decrees, decisions, circulars, regulations and other documents having the effect of law issued by an Authority; and
- (b) Authority requirements and consents (including conditions in respect of those consents); and

- (c) guidelines of Authorities with which the Supplier is legally required to comply.

Legislative Requirement means:

- (a) Acts, ordinances, regulations, by laws, orders, awards and proclamations of the jurisdiction where the Work or the particular part thereof is being carried out;
- (b) Approvals (including any condition or requirement under them); and
- (c) Fees and charges payable in connection with the forgoing.

Material means diagrams, graphs, charts, projections, specifications, estimates, records, concepts, Documents, accounts, plans, formulae designs, methods, techniques, processes, software (including source code and object code versions) manuals, supplier lists, price lists, customer lists, market research information, correspondence, letters and papers of every description including all copies of and extracts from the same, equipment, models, goods, information, design concepts, audio, video, printed matter and data stored by any means.

Material Number means the catalogue number, supplied by Company, that uniquely defines each Good or Service.

Notice includes any notice, invoice, Change Order, consent, determination, decision, acknowledgement, notification, rejection, Approval, authorisation or Claim or any other communication made or issued pursuant to a provision of the Purchase Order.

OH&S means occupational health and safety.

Party means a party to the Purchase Order.

Plant and Equipment means any plant, equipment, tools, materials, appliances or any other property and items the Supplier requires in performing the Work.

Price means the amount payable in respect of the Work and is set out in the Purchase Order.

Purchase Order is an agreement between the Parties and consists of these Purchase Order Terms and Conditions and a Document titled 'Purchase Order' and includes all associated Change Orders that are issued by Company to the Supplier that facilitates the supply of the Work and contains the Scope of Work and Specifications in relation to the Work.

Purchase Order Terms and Conditions means this document that sets out the terms and conditions applicable to the Purchase Order.

Relevant Intellectual Property Rights has the meaning given to it in clause 12.1(a).

Scope of Work is the description of the Goods and/ or Services as set out in the Purchase Order or as an attachment, as amended from time to time.

Security Interest means a mortgage, pledge, lien, charge, assignment by way of security, security interest, title retention arrangement, preferential right, trust arrangement or other arrangement having the same or equivalent commercial effect as a grant of security.

Service means the intangible activities of the Work, including any Consultancy Services, which the Supplier is required by the Purchase Order to perform, and intangible activities required as part of the inspection or remedy of defects.

Site means the sites (if any) described in the Purchase Order and any other Company premises specified in the Purchase Order where the Goods are to be delivered and the Services are to be performed.

Specification means in order of priority,

- (a) Company's functional and technical requirements for the Goods and Services as described in the Purchase Order, as amended from time to time; and
- (b) all applicable manufacturers' specifications and applicable standards.

Subcontractor means any person engaged by the Supplier (including consultants and agents) in accordance with clause 6 to perform all or part of the Work on behalf of the Supplier.

Supplier means the Party specified on the Purchase Order responsible for supplying the Work.

Supplier Personnel means any and all personnel engaged by the Supplier, including its directors, officers, employees, agents, consultants, invitees, Subcontractors and any director, officer, employee, agent, consultant or invitee of the Subcontractor, in performing the Supplier's obligations under the Purchase Order.

Taxes means all taxes, fees, levies, duties and charges imposed or assessed in respect of either the Goods or the Services by all local, state or national government authorities including without limitation income tax (including withholding for prescribed payments or group tax), payroll tax and workers' compensation payments and contributions, sales tax, customs duty, excise tax, stamp duty and VAT.

Taxing Authority means any Authority in Vietnam which has the right to assess, levy and collect Taxes.

Term is defined in clause 3.

Variation means any variation of the Purchase Order including any addition to, reduction in, omission from, or change in the character, quality or Price of the Work.

VAT means value added tax imposed under the laws of Vietnam.

Warranty Period is twelve (12) months from the Due Date or Completion of the Work, unless otherwise agreed between the Parties and stated on the Purchase Order.

Work means all the work and items which the Supplier is required by the Purchase Order to perform or provide to comply with all of its obligations, including the design, manufacture, commissioning, testing, certification and delivery of the Goods and the performance of the Services and any additional matters in the Purchase Order.

1.2 Interpretation

In the Purchase Order unless the context otherwise requires:

- (a) the singular will include the plural and vice versa;
- (b) the headings will not affect the interpretation or construction of the Purchase Order;
- (c) the meaning of general words are not limited by specific examples introduced by *such as, for example, including or otherwise*;
- (d) a reference to contract or agreement will mean the Purchase Order;
- (e) reference to any Law will mean that Law as amended, modified or replaced from time to time and includes orders, ordinances, regulations and rules and by-laws made in terms of or pursuant to the relevant Law;
- (f) this Purchase order must not be construed adversely against a Party just because that Party prepared it;
- (g) reference to a Party or Parties includes a reference to its successors and permitted assigns in accordance with the Purchase Order; and
- (h) reference to '\$' or "dollars" or "VND" is a reference to Vietnamese Dong unless otherwise expressly provided

2. PRECEDENCE OF DOCUMENTS & EXECUTION

- 2.1 The Purchase Order is bound by the terms and conditions set out in these Purchase Order Terms and Conditions.
- 2.2 To the extent that the Supplier's terms and conditions are supplied with any quotation to Company or supplied with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 2.3 By supplying the Goods or performing the Services set out in the Purchase Order, the Supplier is deemed to have agreed to be bound by the applicable terms and conditions as prescribed in this clause 2.

3. TERM

The Purchase Order is in force from the date of the Purchase Order until the Due Date, unless terminated sooner under clause 18 ("Term").

4. SUPPLIER STANDARD OF CARE FOR THE GOODS AND/OR SERVICES

The Supplier and Supplier Personnel must:

- (a) supply and deliver the Goods and/or perform the Services to Completion by the Due Date:
 - (i) in a professional, safe and timely manner; and
 - (ii) perform the functions and obligations required to be performed by the Supplier under the Purchase Order;
- (b) not substitute or supply equivalent Goods where the Purchase Order specifies a particular brand or make of a Good, unless otherwise approved by the Company Contact;
- (c) ensure it has the particular skill and experience that would be expected of a professional supplier, service provider or consultant (as applicable) performing work of similar nature as the Work, and has the resources and ability necessary to perform the Work; and
- (d) ensure it is properly licensed, appropriately equipped, organised and financed to perform all its obligations under the Purchase Order.

5. SITE ACCESS AND SAFETY

- 5.1 If the provision of the Work requires the Supplier Personnel to be located on or near any Site or any premise of Company, the Supplier must comply with the obligations set out in this clause 5.

5.2 Compliance to Legislation & Standards & Procedures

The Supplier and Supplier Personnel must comply with:

- (a) any OH&S law or Legislative Requirement applicable to the Purchase Order; and
- (b) any legal request, demand, Notice or order in connection with the Purchase Order from any Authority.

5.3 Safe Work Practices

The Supplier must ensure and acknowledges:

- (a) All Supplier Personnel are required to perform the Work in a safe manner and are of such character as not to prejudice:
 - (i) the safety of people and care of the environment surrounding the Work; and
 - (ii) care of property including Company's, Company Contractors or and any other neighbouring person;
- (b) all Supplier Personnel must comply at all times with any Company alcohol and drug policy and consent to random drug testing at any time when carrying out the Work on Site, or on any premise of Company;
- (c) all Supplier Personnel must comply with any Company personal protective equipment policy when working on the Site; and
- (d) nothing in this clause 5, limits or removes any obligation or duty of the Supplier to ensure and have regard to the health, safety and wellbeing of their Supplier Personnel and any other person connected with the Work.

5.4 Access, Notice, Assessment and Induction Training

The Supplier and its Supplier Personnel:

- (a) must obtain prior approval from Company to access the Site or any premise;
- (b) must observe and comply with working rules and policies applicable within Company, including with respect to normal business hours applicable within Company;
- (c) must ensure subject to clause 5.2 that any of its Supplier Personnel needed to perform the Work at the Site undergo induction training before they are given access to the Site;

- (d) must participate in any safety or Site safety meetings as directed by the Company Contact;
- (e) if directed by the Company Contact participate in a risk assessment specific to the Scope of Work under the Purchase Order;
- (f) report all hazards, incidents, injuries and near misses on and off Site to the Company Contact within twenty four (24) hours of the occurrence; and
- (g) notwithstanding any other clause in the Purchase Order, in the event that the Supplier fails to comply or is in breach of this clause 5, Company may deny access or remove the Supplier, its Supplier Personnel and Plant and Equipment from the Site at the Supplier's cost.

5.5 Other Contractors

The Supplier warrants they will not interfere with Company's activities or the activities of any other person including other Company Contractors, at the Site or any premise of Company.

5.6 Suppliers Plant and Equipment

The Supplier will:

- (a) ensure that all Plant and Equipment brought onto a Site or premise complies with all Legislative Requirements;
- (b) unless the Purchase Order expressly provides otherwise, the Supplier must supply all labour, supervision, materials, safety equipment and all Plant and Equipment, required to perform the Work under the Purchase Order at the Suppliers cost.
- (c) inform itself of all Company standards and procedures relating to the configuration of its Plant and Equipment it brings to Site to perform the Work; and
- (d) ensure all Supplier Personnel pursuant to clause 4(d) are duly skilled and licenced to operate any Plant and Equipment.

5.7 Acceptance of Site Condition

The Supplier shall be deemed to have been satisfied with and accepted the condition of the Site and any relevant premise of Company and therefore the Supplier hereby declares to be able to supply and deliver the Goods and/or perform the Services under such condition in accordance with this Purchase Order.

5.8 Environment

The Supplier shall observe and comply with any environmental Law, Approval and requirements applicable for the supply/delivery of the Goods and/or the performance of the Services, among others, the Supplier shall clean up the Site from any waste produced by it and bring any waste produced by it out of the Site.

6. SUBCONTRACTORS

6.1 The Supplier must not engage any Subcontractor to supply the Goods or provide the Services without the prior written consent of the Company Contact.

6.2 The Supplier must ensure that any Subcontractor it engages in connection with the Purchase Order complies with the Purchase Order Terms and Conditions as if that Subcontractor was the Supplier.

6.3 A Subcontractor arrangement does not relieve the Supplier from any of its obligations and Company shall recognise the Subcontractor as an agent or employee of the Supplier, as such the Subcontractor's performance, acts and omissions is deemed as the performance, act and omission of the Supplier.

7. INSPECTION AND ACCESS TO SUPPLIER'S PREMISES

7.1 Access to Supplier and Subcontractor Premises

The Supplier must provide Company with access to all premises of the Supplier and any Subcontractor, in order to inspect the Goods and the progress of Work necessary to comply with the Purchase Order.

7.2 Inspection

All Goods will be accepted by Company subject to inspection within a reasonable time after delivery (at Company's discretion).

Signed delivery documents will not mean acceptance by Company but only of the number of packages delivered. Any money paid by Company to the Supplier prior to inspection of the Goods will be deemed to have been paid conditional upon, and subject to, the Goods being free of any Defects or damage, following inspection.

7.3 Testing

The Supplier must (if applicable) conduct testing of the Goods or its parts as required by the Purchase Order, to applicable Law or relevant industry standard.

8. COMPLETION AND DELIVERY

8.1 Delivery of Goods

- (a) The Supplier must deliver the Goods to Company's nominated Delivery Point in accordance with the Delivery Terms set out in the Purchase Order, or as otherwise directed by the Company Contact, by the Due Date.
- (b) If Company is to provide transport for the Goods, the Supplier is responsible for the Goods being ready for despatch according to clause 8.3 and 8.4 and for allowing sufficient time for Company to arrange transport.
- (c) If the Supplier is delayed or becomes aware of the likelihood of delay in its delivery of any Goods or Completion of any Services, the Supplier will as soon as possible after becoming aware of those circumstances notify Company in writing and provide full details of the circumstances.
- (d) Company will not accept any damaged or oversupply of Goods and in the event of this occurring the damaged and oversupplied Goods will be returned to the Supplier at the Supplier's cost.
- (e) Any Goods delivered or Services performed that are differing in quality or Price as specified in the Purchase Order will not be accepted by Company without prior written approval.

8.2 Provision of Documents and Product Information

The Supplier must furnish to Company all Documents relating to:

- (a) the Goods, upon delivery of the Goods;
- (b) the Goods, a consignment note, packing slip and all relevant safety information required by Law at the time of delivery;
- (c) the Services, upon Completion of the Services and in any event at least seven (7) days prior to Completion; and
- (d) any other Material on request from the Company Contact.

8.3 Packaging and Marking Instructions

- (a) Adequate and safe packaging of Goods, and associated costs, is the responsibility of the Supplier.
- (b) Goods will be packed in accordance with the requirements (if any) set out in the Purchase Order. Where packaging is not specified in the Purchase Order, the Goods will be packed in a form consistent with good industry practices and all applicable Laws and safety requirements.
- (c) Any Goods contained in packages must be adequately protected from damage which may be caused during the normal course of long distance transport and also to prevent the ingress of dust and moisture.
- (d) Packaging must be suitable to facilitate inspection and repacking of the Goods for on-forwarding and storage.
- (e) Polystyrene bead packing must not be used to package the Goods.
- (f) Failure to comply with this clause 8.3 may result in the Goods being rejected and returned at the Supplier's expense.

8.4 Marking and Securing

All packages, delivery notes and invoices must be clearly marked with the Purchase Order number, the Material Number (where applicable) and the Delivery Point. All Goods are to be securely strapped where appropriate prior to delivery to nominated carriers.

9. TITLE AND RISK

9.1 Title and Risk

- (a) Pursuant to clause 10(e), title to and property in the Goods immediately passes to Company upon payment of the Price.
- (b) Risk in the Goods remains with the Supplier until delivery of the Goods into the actual care, custody and control of Company after inspection at the Delivery Point.
- (c) Risk reverts to the Supplier immediately upon the Goods coming into the care, custody, or control of the Supplier under clause 11.1(a) (if applicable) until such time as the Goods are returned to the care, custody and control of Company.

10. SUPPLIER SPECIFICATION AND WARRANTIES

The Supplier warrants the Goods and/ or Services:

- (a) are of merchantable quality and new (unless otherwise specified) and that the Goods and/or Services comply with all applicable Laws;
- (b) comply with the Specifications, samples, Scope of Work and details as set out in the Purchase Order;
- (c) are free from defects in materials, workmanship and design;
- (d) are fit for Company purpose or if Company purpose is not known, for the purpose for which the Goods are commonly used for;
- (e) it has the right to sell the Goods to Company under the Purchase Order and, upon payment to the Supplier by Company of the Price (whether in part or in full) Company will have good marketable title to the Goods, free and clear of all liens, encumbrances, reservations of title including Security Interests;
- (f) Company will have full benefit of any manufacturer's warranties that may be applicable to the Goods or any part of the Goods;
- (g) The Supplier acknowledges that Company has entered into the Purchase Order in reliance upon the warranties contained in this clause; and
- (h) This Purchase Order does not exclude or in any way limit other warranties provided in this Purchase Order or by law. All usual and trade warranties shall be obtained for the Goods as well as any warranties which Company may specifically request.

11. DEFECTS AND WARRANTY

11.1 Remedy for Breach of Warranty

Where any warranty provided by the Supplier pursuant to clause 10 is breached or if during the Warranty Period, any of the Goods or Services are found to be Defective, Company may direct the Supplier to:

- (a) in the case of warranties relating to Goods:
 - (i) replace the Goods or supply equivalent Goods;
 - (ii) repair the Goods;
 - (iii) repay to Company any payments received for the Goods in question plus related freight, handling and administration expenses; or
 - (iv) pay to Company the cost of having the Goods repaired by, replaced by or acquired from a third party.
- (b) in the case of warranties relating to Services:
 - (i) supply the Services again; or
 - (ii) pay to Company the cost of having the Services supplied again by a third party,

prior to the expiration of the Warranty Period.

11.2 Debt Due

If:

- (a) a direction is given under clause 11.1; and
- (b) the Supplier fails to comply with the direction (or a part of the direction),

any amount determined by Company as representing the cost to Company of the Supplier's failure to comply with the direction (or the relevant part of the direction) will be a debt due and immediately payable by the Supplier to Company.

11.3 Repair or Replacement

Where the Supplier repairs or replaces any Goods pursuant to clauses 11.1(a)(i) and 11.1(a)(ii), the Supplier shall bear all the cost occasioned thereby, including the removal and transportation costs of the Goods from and return to the Site, and all cost associated with reinstating the Goods.

11.4 Preservation of Rights

Neither Company's rights, nor the Supplier's liabilities, whether under the Purchase Order or otherwise according to Law in respect of Defects, whether before or after the expiration of a Warranty Period, will be affected or limited by:

- (a) the rights conferred upon Company or the Company Contact by clauses 11.1, 11.2 and 11.3 or any other provision of the Purchase Order;
- (b) the failure by Company or the Company Contact to exercise any such rights; or
- (c) any direction of the Company Contact under clause 11.1.

11.5 Survival

Clauses 10 to 11.4 and any warranties contained therein, or provided in accordance with those clauses shall survive any termination, Completion or expiration of the Purchase Order.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Ownership of Rights

- (a) Company will retain sole ownership of all Intellectual Property Rights in all Documents, Materials, drawings and Inventions which are generated, created or acquired (excluding use under licence from a third party) by the Supplier or Supplier Personnel in connection with the performance of the Work under the Purchase Order ("**Relevant Intellectual Property Rights**") for its own use and benefit in any manner it sees fit without any further fee payable to or consent required from the Supplier.
- (b) Each Party will continue to retain sole ownership of all Intellectual Property Rights owned by that Party prior to the date of the Purchase Order, or acquired or developed by that Party independently of the performance of the Purchase Order but used in the performance of the Purchase Order ("**Background Intellectual Property**").
- (c) The Supplier grants Company an irrevocable, perpetual, non-exclusive and royalty-free licence to use its Background Intellectual Property to the extent reasonably necessary to enable Company to exploit the Relevant Intellectual Property Rights.

12.2 No Breach

- (a) The Supplier warrants that the supply of the Goods and performance of the Services, and any use of the Goods and Services by Company or any other person for any purpose, will not infringe any Intellectual Property Rights including any third party.
- (b) The Supplier undertakes at its expense to defend, protect and hold harmless Company and the users of Company products from and against any Claim for infringement of any Intellectual Property Rights (including third party) arising by reason of the supply and/or use of the Goods and/or the performance of the Services.

13. MAINTAIN CONFIDENTIALITY

13.1 Supplier Must Maintain Confidentiality

The Supplier undertakes and agrees:

- (a) to keep in strict confidence all Confidential Information and to not disclose or permit or cause the Confidential Information to be disclosed to any person other than to its Supplier Personnel who require the Confidential Information for the purposes of performing the Supplier's obligations under the Purchase Order;

- (b) to not copy, duplicate, reproduce, disseminate or derive information from the Confidential Information other than for the purposes of performing the Supplier's obligations in the Purchase Order;
- (c) to ensure that the Supplier Personnel undertake and agree to be bound by the obligations set out in this clause;
- (d) that all public announcements and/ or other press releases in relation to the Purchase Order must be in terms agreed by both Parties prior to the release;
- (e) to return or destroy within seven (7) days of a written Notice by the Company Contact all Confidential Information in the Supplier's possession, custody or control; and
- (f) that any breach of the conditions and obligations set out in this clause (b) shall be deemed as a breach of the Purchase Order.

14. VARIATIONS

14.1 Change Notice

- (a) During the Term of the Purchase Order, the Company Contact may, by agreement, issue the Supplier a Change Order directing the Supplier to vary any aspect of the Work or Purchase Order.
- (b) No amendment or Variation of the Purchase Order is valid or binding unless Company issues the Supplier a Change Order in accordance with clause 14.1(a) setting out the amendment or Variation.
- (c) The Supplier agrees that no Variation or subsequent Change Order will invalidate the Purchase Order.

14.2 Omission of Work

If a proposed Variation requires the omission of Work, then:

- (a) where a lump sum (or part of it) applies to that Work there must be a proportionate reduction in the amount payable in respect of that Work;
- (b) Company shall compensate the Supplier for any Goods already prepared and Services already performed but not required, according to calculations based on the Price, or otherwise based on the lowest reasonable cost consistent with sound industry practices; and
- (c) compensation for the omission of Work detailed in clause 14.2(b) shall be the Supplier's sole entitlement in respect of any omission of Work, and the Supplier is not entitled to any payment in respect of loss of profit or overheads for the omitted Work.

14.3 Sole Entitlement

The Supplier's sole entitlement to make a Claim for delay or disruption arising out of or in accordance with a Change Notice will be under clause 17.1.

15. DISPUTE RESOLUTION

15.1 Negotiation

- (a) A Party may, by serving Notice in writing upon the other Party, refer a dispute to the Company Contact and the Supplier for resolution.
- (b) If the Company Contact and the Supplier's representative are unable to resolve a dispute within ten (10) Business Days of its referral to them, either Party may refer the dispute to Company's CEO and the Supplier's CEO (or their respective nominees) for resolution.
- (c) If Company's CEO and the Supplier's CEO are unable to resolve a dispute within ten (10) Business Days of its referral to them, either Party may refer the dispute to arbitration in accordance with clause 19(m).

15.2 Dispute Resolution not to Delay Performance

Notwithstanding the existence of a dispute between the Parties both Parties must proceed without delay and continue to perform their other obligations under the Purchase Order.

16. INSURANCE

16.1 Insurance Policies

Unless otherwise provided in the Purchase Order, the Supplier must at its own expenses procure and maintain throughout the Term and any additional period stated the following policies:

- (a) workers' compensation (including occupational disease where required by Law) and employer's indemnity insurance, of not less than twenty \$20 million, which complies with the relevant Law, covering all Claims and liabilities under any Law (where applicable) for the death of or injury to:
 - (i) any person employed by the Supplier or any of its Subcontractors in connection with the Purchase Order;
 - (ii) any person who is a worker of the Supplier or any of its Subcontractors in connection with the Purchase Order and who may be deemed under statute to be a worker of Company; and
 - (iii) any director of a private company who performs any Work under the Purchase Order.
- (b) public and product liability insurance with a sum insured, respectively, of not less than ten \$10 million, for each occurrence, and in the aggregate in respect of product liability only, for all Claims arising in the same insurance period.
- (c) transit insurance of not less than the replacement value of the Goods plus 10%, covering all normally insurable risks of physical loss or damage to the Goods occurring whilst in transit or in storage (in the course of transit) up to the Delivery Point.
- (d) professional indemnity Insurance of not less than two \$2 million for each occurrence, and in the aggregate for all Claims arising in the same insurance period, covering any professional services provided by the Supplier under the Purchase Order, such policy to continue post the expiration and termination of the Purchase Order for a period of not less than six (6) years.

16.2 Subcontractors

The Supplier must ensure that every Subcontractor engaged by the Supplier complies with this clause 16 as if it were the Supplier.

16.3 Evidence of Currency

The Supplier must, prior to commencing the Work under the Purchase Order and otherwise when requested by Company to do so, promptly satisfy Company that the insurances referred to in clause 16.1 are current and will not be materially changed or cancelled without at least thirty (30) days prior written Notice to Company.

16.4 Survival of Insurance

Clauses 16.1(d) and 16.3 shall survive the termination, Completion or expiration of the Purchase Order.

17. PAYMENT

17.1 Company Payment Obligations

- (a) Company must pay the Supplier the Price (less any amounts that have been disputed by Company) in accordance with the Purchase Order.
- (b) Company is not liable to pay amounts in respect of any Work which Company reasonably determines have not been provided in accordance with the Purchase Order.
- (c) Where an invoice is found to have been incorrectly rendered after payment by Company, the underpayment or overpayment will be recovered by or from the Supplier.
- (d) Where Company, acting reasonably, queries or disputes an amount included in an invoice, Company does not have to pay the relevant portion of the invoice until the query or dispute is resolved.

17.2 Standard Payment Terms

Unless otherwise agreed in writing by the Company Contact, the standard payment terms are thirty (30) days from the date of the valid invoice.

17.3 Electronic Funds Transfer

- (a) Company will make payment to the Supplier by electronic funds transfer into the Supplier's nominated bank account.
- (b) It is the Supplier's responsibility to notify Company of any changes made to the Supplier's bank account details. Any costs incurred as a result of incorrect bank transactions will be passed onto and deducted from any monies owing to the Supplier.

17.4 Company Purchase Orders

The Supplier must:

- (a) not perform any Work until Company has issued to the Supplier a Purchase Order for the Work; and
- (b) any invoices submitted without a valid Purchase Order number quoted will be return unpaid. The Supplier must ensure they comply with clause 17.5(a).

17.5 Format of invoices

- (a) All invoices must be compliant with tax regulations and to the extent not inconsistent with such tax regulations, be in the format approved by Company and as a minimum:
 - (i) be addressed to Company as detailed on the Purchase Order;
 - (ii) set out the amount of the Price and any other amounts that are payable in accordance with the Purchase Order;
 - (iii) detail the applicable VAT component;
 - (iv) describe in detail the part of Work performed during the relevant period for the invoice and;
 - (v) identify the Purchase Order number;
 - (vi) provide an individual invoice reference number; and
 - (vii) include any other information directed by the Company Contact.

17.6 Address for Invoicing

All invoices are to be forwarded to Company by email or post to such email or postal address as may be notified to the Supplier by the Company Contact from time to time.

17.7 Set Off

Company may set off or deduct from any payments due to the Supplier:

- (a) any debt or other monies due from the Supplier to Company whether under the Purchase Order or any other agreement; and
- (b) any money or any claim to money which Company may have against the Supplier, whether for damages (including liquidated damages and Company estimate of its entitlement to damages for breach of contract or Purchase Order) or otherwise.

17.8 Taxes

- (a) The Supplier is and remains liable for payment of any Taxes. If any Tax is imposed, the Supplier must pay the full amount to the relevant Authority and indemnifies Company against any failure to do so. If any exemptions, reductions, allowances, rebates or other privileges in relation to Taxes may be available to the Supplier or Company, the Supplier shall adjust any payments due to reflect any such savings or refunds (including interest awarded) to the maximum allowable extent.
- (b) It is agreed that the Price is based on the Taxes prevailing at the date of the Purchase Order, excluding Taxes imposed on the income of the Supplier. If any rate of Tax is increased or decreased or a new Tax is introduced or an existing Tax is abolished or any change in the interpretation or application of any Tax occurs in the course of performance of the Purchase Order, an adjustment will be made to the Price to reflect any such change regardless of whether this results in the Price increasing or decreasing.

- (c) Company may deduct from the whole or part of payments due to the Supplier any Taxes which Company is required to withhold or deduct by any Taxing Authority.

18. TERMINATION

- (a) If a Party defaults or breaches any of its obligations under the Purchase Order ("**Defaulting Party**") and following Notice from the other Party ("**Non-Defaulting Party**") fails to rectify the default or breach (or, if it is not capable of remedy, paid adequate compensation instead) within seven (7) days after receiving that Notice then the Non-Defaulting Party may, at its option and without prejudice to any of its other rights immediately terminate all or part of the Purchase Order. Where the Non-Defaulting Party is Company, Company may pursuant to clause 5.4(g) remove the Supplier and Supplier Personnel from Site.
- (b) In the event of termination of the Purchase Order, Company must purchase from the Supplier any Exclusive Stock either in store, in transit or currently in production, as per mutually agreed volumes ordered by Company.

19. GENERAL PROVISIONS

- (a) The Purchase Order can only be amended, or its provisions, or a power or right of a Party may only be waived in writing by Notice by the Parties.
- (b) The non-exercise of, or a delay in exercising, any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right by a Party.
- (c) Either Party may issue a Notice to the other Party in writing by post or courier to the respective Parties registered address.
- (d) This Purchase Order comprises the whole agreement between the Parties and supersedes all prior agreements, undertakings, communications, negotiations or representations (if any) between the Parties in respect of the Work under the Purchase Order. No waiver of or Variation to the Purchase Order will be binding on the Parties unless a Change Order is issued to the Supplier in accordance to clause 14.1(b).
- (e) The relationship between Company and the Supplier is a relationship of principal and independent contractor and nothing will be construed so as to create a relationship of employment, agency or partnership between Company and the Supplier or Supplier Personnel.
- (f) The Supplier does not have any authority to contract with third parties on behalf of Company or to do otherwise bind Company without Company's written consent.
- (g) The Supplier (and Supplier Personnel) warrants that as at the date of the Purchase Order it has not entered into any agreement or arrangement that would interfere or conflict with the performance of the Work or the Supplier's ability to meet its obligations as set out in the Purchase Order.
- (h) The Supplier (and Supplier Personnel) warrants that it does not have any conflict of interest preventing them from properly and confidentially performing the Work in accordance with the Purchase Order. Should a conflict of interest or a potential conflict of interest exist or arise, the Supplier must immediately inform the Company Contact.
- (i) The Parties acknowledge that in the event of an occurrence of a Force Majeure Event Company will be entitled to terminate or cancel the Purchase Order, in whole or in part during the period of the occurrence of the Force Majeure Event.
- (j) Any provision of the Purchase Order which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of the Purchase Order nor does it affect the validity or enforceability of that provision in any other jurisdiction.
- (k) Pursuant to 19(j) Parties must negotiate in good faith to replace the invalid provision by a provision which is in accordance with the applicable Law and which must be as

close as possible to the Parties' original intent and appropriate amendments (if any) will be made to the Purchase Order.

- (l) This Purchase Order shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam.
- (m) Any dispute, controversy or claim arising out of or in connection with this Purchase Order, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore 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 to this clause. The tribunal shall consist of three (3) arbitrators, one (1) each to be appointed by each of the parties, and one (1) to be appointed by the two (2) arbitrators appointed by the parties. The decision of the tribunal shall be final and binding and either party may seek to enforce it through any court of competent jurisdiction. The language of the arbitration shall be English.
- (n) This Purchase Order is made in two (2) languages, namely the Vietnamese language and the English language. In case of any discrepancy in interpretation or understanding upon the content of this Purchase Order between the Vietnamese-language text and the English-language text, the English language text shall prevail.

20. ANTI CORRUPTION UNDERTAKINGS

- (a) The Supplier agrees and undertakes that in connection with this Purchase Order and the transactions contemplated by this Purchase Order, it shall comply with all applicable Laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption and anti-money laundering of the Socialist Republic of Vietnam, the United States of America and any country in which the Goods or Services are delivered or performed.
- (b) As a matter of corporate policy, Company expressly prohibits payment of bribes and also payment of any so-called "facilitation" or "grease" payments in connection with Company's business operations by any contractor or agent engaged to provide goods or services to Company. The Supplier agrees, undertakes and confirms that it, and each of its affiliates, and its Subcontractors, and its and their respective owners, directors, officers, employees, agents and representatives, has not made, offered, promised to make or authorized the making of, and shall not make, offer, or promise to make, or authorize the making of, any payment or other transfer of anything of value, including without limitation the provision of any funds, services, gifts or entertainment, directly or indirectly to
 - (viii) any government official;
 - (ix) any director, officer or employee of Company;
 - (x) any political party, official of a political party, or candidate for public office;
 - (xi) any agent or intermediary for payment to any of the foregoing; or
 - (xii) any other person,

for the purpose of obtaining or influencing the award of the Purchase Order or for any improper advantage or improper purpose in connection with the performance of the Purchase Order and the transactions contemplated hereunder or in connection with any other business transactions involving Company.