



SUPPLIER'S AGREEMENT

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THIS AGREEMENT is made on <XXX>,

Between:

(1) **EOG PLATFORM PTE. LTD.**, a company incorporated in the Republic of Singapore and having its registered office at 460, Alexandra Road, #22-06, Singapore(119963) ("**EOG**");

And

(2) <XXX>, a company incorporated in the <XXX> and having its place of business at <XXX> ("**Supplier**");

Whereas:

- (A) EOG is the owner and operator of the EOG Platform (defined below), and wishes to sell Supplier's Products (defined below) to Customers (defined below), upon the terms of this Agreement.
- (B) Supplier wishes to offer Products for sale on the EOG Platform, upon the terms of this Agreement.

The Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"**After Sales Service**" is defined in **Clause 3.8**.

"**Collection & Shipment Terms**" is defined in **Clause 3.5**;

"**Communications**" means any electronic communication transmitted by a Party to the other Party.

"**Customer(s)**" means purchasers or potential purchasers (as the context requires) of the Products from the Supplier through the EOG Platform.

"**Customer Contract**" means a contract for the sale of Products established with Customer in response to a Customer Order.

"**Customer Order**" means an order for Products received from a Customer through the EOG Platform.

"**Customer Terms**" is defined in **Clause 3.2.1**.

"**Effective Date**" means the date of commencement of this Agreement, being 1st February 2015.

"**EOG Data**" is defined in **Clause 3.3.2**.

"**EOG Database**" is defined in **Clause 3.3.1**.

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“**EOG Platform**” means EOG’s online portal and store currently accessible at <http://www.eogplatform.com>.

“**Force Majeure Event**” is defined in **Clause 14.2**.

“**Intellectual Property Rights**” means any copyright, trade mark, design, layout-design, patent right, proprietary information and/or other industrial or intellectual property right whether vested, future or contingent.

“**Parties**” means EOG and the Supplier, and “**Party**” means any one of them.

“**Payment Terms**” is defined in **Clause 3.5**;

“**Products**” means the goods to be offered for sale by the Supplier to Customers at the EOG Platform, as set out in **Appendix A** and such other goods as may be agreed in writing by the Parties from time to time.

“**Product Description**” is defined in **Clause 3.10.1(i)**.

“**Product List**” is defined in **Clause 3.1.1**.

“**Product Warranty**” is defined in **Clause 3.8.1(i)**.

“**Secure Communications**” means any electronic communication transmitted by a Party to the other Party secured through the use of the Security Devices, including where applicable, via the EOG Platform.

“**Security Devices**” means all smartcards, digital certificates, digital signatures, encryption devices, electronic keys, logon identifiers, passwords, personal identification numbers (PINs), and other authentication, encryption, security and access codes and procedures designated by EOG in order to enable Supplier to access and/or use the EOG Platform or transmit Secure Communications.

“**Supplier’s Offer**” is defined in **Clause 3.4.1(i)**.

“**Supply Contract**” is defined in **Clause 3.4.3**.

“**Term**” is defined in **Clause 2.2**.

“**Territory**” means all countries of the world except those countries which EOG may exclude in writing from time to time.

1.2 In this Agreement unless the context otherwise requires:

1.3 A reference to the word “**include**” or “**including**” shall not be construed as having any limiting effect.

1.3.1 The headings are used for convenience only and do not affect the interpretation of this Agreement.

1.3.2 The Appendices to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendices to this Agreement.

1.3.3 Words importing the singular shall also include the plural and vice versa where the content requires.

1.3.4 Except as otherwise set forth in the body of this Agreement or in any Appendices, in the event of a conflict between a provision in the body of this Agreement and the provisions in the Appendices the provisions in the body of this Agreement shall prevail.

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2. Term

2.1 This Agreement shall commence on the Effective Date.

2.2 Subject to any earlier termination pursuant to this Agreement, the initial term of this Agreement shall be two (2) years from the Effective Date, subject to automatic renewal for successive terms of one (1) year each on the same terms, unless either Party gives the other Party notice in writing of non-renewal at least ninety (90) days prior to date on which the current term would otherwise expire. The initial term and any renewal term(s) shall collectively be known as the “**Term**”.

3. Products & Customer Contracts

3.1 Supplier’s Products

3.1.1 The Supplier will ensure that EOG is updated at all times with its latest list of Products setting forth all relevant specifications and descriptions, and the Parties will agree upon the prices at which they will be sold to EOG under this Agreement and set forth such agreed prices in the list (“**Product List**”). All such prices once agreed, will be fixed, will bind the Supplier, and will be used in the pricing of all Supplier’s Offers, unless and until the Parties agree in writing on revised prices. No changes to such prices will bind EOG unless agreed by both Parties in writing and set out in an updated Product List sent to EOG.

3.1.2 The Supplier agrees and confirms that the Products displayed on the EOG Platform will be aggregated with similar products from other suppliers, and that the Supplier will not be identified on the EOG Platform.

3.1.3 Supplier agrees that EOG shall be entitled to fix its own retail prices for the Products on the EOG Platform.

3.1.4 All Customer Contracts shall be contracts between EOG and Customer to be entered into at EOG’s sole discretion. EOG shall not be obliged to accept any order for any Product by a Customer. Supplier shall have no authority to bind EOG to any Customer or any other third party. For the avoidance of doubt, in no event shall Supplier establish any contract for the sale of the Products between EOG and the Customer.

3.2 Customer Terms

3.2.1 EOG shall be entitled to publish any notices or disclaimers at the EOG Platform or in connection with the Products in the manner and extent deemed necessary by EOG in its sole discretion including:

- (i) the terms and conditions of the Customer Contract;
- (ii) the terms and conditions governing registration, the access to and/or use of the EOG Platform by the Customer; and

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(iii) any restrictions and/or instructions relating to the Customer Order,

as may be updated by EOG from time to time (collectively "Customer Terms").

3.2.2 Supplier shall not publish or impose on EOG any additional terms or conditions of access or sale other than the Customer Terms, without the prior written consent of EOG.

3.3 EOG Database

3.3.1 Supplier agrees and accepts that:

- (i) all Customers have to register with EOG as EOG Platform users before they may enter into Customer Contracts; and
- (ii) EOG shall be entitled to maintain a central database of all registered users of EOG Platform including Customers of Supplier's Products and customers of other suppliers whose products are displayed on the EOG Platform, and of all transactions conducted via the EOG Platform ("**EOG Database**").

3.3.2 The Parties agree that the EOG Database, and all data and information contained in the EOG Database ("**EOG Data**"), and all Intellectual Property Rights comprised therein shall vest in and belong to EOG.

3.4 Supply Contracts

3.4.1 Where Supplier receives a notice from EOG that a Customer Order for a Product of the Supplier has been received by EOG, Supplier shall respond with a notice to EOG within one (1) working day either:

- (i) to confirm the Supplier's ability to supply the Product to EOG in the quantities and conforming with the specifications, description and other terms set out in the Customer Order, and at the prices set out in the Product List ("**Supplier's Offer**"); or
- (ii) to notify EOG of Supplier's inability to supply the Product to meet the Customer Order.

3.4.2 The Supplier's Offer shall constitute an irrevocable binding offer by the Supplier to supply to EOG, the Products in the relevant Customer Order, upon the prices set out in the Product List, and the Payment Terms and the Collection & Shipment Terms set out in this Agreement, for a period of three (3) working days from the date of EOG's receipt of the Supplier's Offer ("**Offer Period**").

3.4.3 Where EOG accepts the Supplier's Offer within the Offer Period, a binding contract will be formed between the Parties for the supply of the Products by Supplier to EOG, upon the terms set out in the Supplier's Offer, the prices set out in the Product List, and the Payment Terms and the Collection & Shipment Terms set out in this Agreement ("**Supply Contract**"). Any terms set out in the Supplier's Offer or in any other document issued by the Supplier, which are inconsistent with the terms of this Agreement, shall not

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form part of the Supply Contract unless specifically identified and accepted by EOG in writing.

3.4.4 Supplier acknowledges and accepts that where EOG enters into a Customer Contract following receipt of a Supplier's Offer or formation of a Supply Contract, it does so in reliance on the Supplier's Offer and/or the Supply Contract.

3.5 Prices & Payment Terms

3.5.1 All Prices shall be expressed in United States Dollar.

3.5.2 All Supplier's Offers and Supply Contracts shall be based on the payment terms set out in **Appendix B ("Payment Terms")** as may be amended by mutual agreement of the Parties in writing.

3.6 Collection & Shipment Terms

3.6.1 All Supplier's Offers and Supply Contracts shall be based on the collection and/or shipment terms set out in **Appendix C ("Collection & Shipment Terms")**, as may be amended by mutual agreement of the Parties in writing.

3.6.2 Supplier shall at all times ensure that the Products are made available for collection and/or shipped in accordance with the Collection & Shipment Terms and in any event on or before any agreed collection or shipment dates. Time shall be of the essence in relation to the Supplier's obligations this regard.

3.7 Product compliance & standards

3.7.1 Supplier shall ensure that all Products sold:

- (i) are certified and accompanied by a valid Mill Test certificate;
- (ii) are of merchantable and satisfactory quality, fit for the purposes for which they are sold, comply with their descriptions and specifications (including those set out in the Product Lists and Product Descriptions);
- (iii) comply with all applicable product regulations, and have been approved and licensed under any applicable product licensing regulations or requirements in the applicable jurisdictions in the Territory;
- (iv) are genuine products which do not infringe any Intellectual Property Rights; and
- (v) do not contain any hazardous, explosive, flammable, toxic or harmful substances or parts.

3.7.2 In the event that a Product:

- (i) does not comply with **Clause 3.7.1**;
- (ii) fails to function or operate;
- (iii) is damaged; or
- (iv) is not the Product specified in the Order or a Substitute Product,

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(such Product being a “DOA Product”), and such DOA Product is reported by EOG or the Customer within:

- (a) thirty (30) days of collection by or delivery to EOG; or
- (b) twenty-one (21) days of delivery to the Customer,

whichever is later, Supplier shall promptly replace such DOA Product with a compliant Product at Supplier’s costs, or at EOG’s option refund to EOG the price of the Product plus any collection or delivery costs incurred by EOG.

3.7.3 Supplier shall at all times ensure that:

- (i) sufficient stocks of the Products are maintained for EOG’s sale to Customers; and
- (ii) EOG is notified promptly in the event that any Products are amended, updated, replaced or become unavailable for any reason.

3.8 Product Warranties & After Sales Service

3.8.1 Supplier shall at its own costs:

- (i) provide EOG and each applicable Customer for each Product a product warranty against issues, defects and non-compliance with specifications for a period up to Ninety (90) days from the receipt of the Goods by EOG Platform in accordance with the Shipping Term. The terms of the Product Warranty shall be reasonable and consistent with industry standards, be equivalent to or better than the warranty terms given by the manufacturer of the Product and the minimum terms set out in **Appendix D (Product Warranty & After Sales Service Requirements)**;
- (ii) provide and deal with all after-sales services, helpdesk services, repairs, warranty claim services, Product defects and issues, delivery queries, Customer enquiries (not limited to sales enquiries), Product-return and price-refunds, technical support, maintenance services and/or any other obligations or services relating to or in respect of the Products;
- (iii) establish and maintain a helpdesk to handle all Customer queries and disputes relating to the Products, Customer Orders and Customer Contracts;

in accordance with the requirements set out in **Appendix D (Product Warranty & After Sales Service Requirements)**.

3.8.2 Supplier shall ensure that:

- (i) the After Sales Services are performed in a professional, timely and workmanlike manner; and
- (ii) the After Sales Services are completed in compliance with **Appendix D**, the specifications/descriptions and time frames set out in the EOG Platform and in accordance with the terms on which the Customer purchases the Products.

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3.8.3 The Supplier undertakes to settle any claims and disputes with any Customer in relation to the Products (including any defect, problem, act or omission relating thereto) speedily and equitably.

3.9 Accreditation schemes

Supplier shall participate in all accreditation schemes designated by EOG from time to time for the EOG Platform, and obtain and maintain throughout the Term, accreditation from the designated accreditation bodies (each an “**Accreditation Body**”) and comply with all standards and rules of the Accreditation Body.

3.10 Product Descriptions & Information

3.10.1 The Supplier is solely responsible for and undertakes to ensure that:

- (i) each Product List is accompanied by a written description, specification, and other information relating to each Product for inclusion in and display on the EOG Platform (“**Product Description**”); and
- (ii) all Product Descriptions shall be accurate, valid and up to date at all times.

3.10.2 EOG may attach banners, java applets, pop-ups, hyperlinks and/or such other materials to the EOG Platform for the purposes of advertising the Products, EOG's and/or any third party's products and/or services, without reference to Supplier or any obligation to account to Supplier for any revenue thereby received.

3.11 Indemnity

Supplier shall fully indemnify EOG against any and all loss, damage, expenses, costs, and/or liabilities, including claims made by any Customer(s) or other third parties against EOG, arising from or in relation to:

- 3.11.1 any breach of this **Clause 3** or **Clause 5**,
- 3.11.2 any non-delivery or delay in delivery of any Product to the extent caused by Supplier; and/or
- 3.11.3 any Product, Customer Order, Customer Contract, Product Warranty or After Sales Service, including any issues, defects, and/or non-compliance with any specifications in relation to any Product, and any Product Warranty claims.

4. Intellectual Property Rights

4.1 Any and all Intellectual Property Rights subsisting in the EOG Platform, EOG Database, and the EOG Data and all materials and works comprised in or relating thereto including:

- 4.1.1 any photographs, graphical elements, wordings, forms, diagrams, text, film footage, computer animation, music, lyrics, sound effects, visual effects and/or other materials including digital equivalents of all the above, produced or procured by EOG,

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whether or not the aforesaid were incorporated into the EOG Platform;

4.1.2 HTML, WML, Java, CGI scripts, javascript and/or all other forms of computer code employed in the design, creation and posting of the EOG Platform on the Internet; and

4.1.3 the graphical user interface relating to the EOG Platform;

(collectively "**EOG Materials**"), shall vest in and be retained by EOG absolutely whether or not any of the above were produced or procured by EOG at the request of the Supplier. The Supplier acknowledges that all Intellectual Property Rights in the EOG Materials are and will remain the sole and exclusive property of EOG.

4.2 The Supplier undertakes not to use, produce, reproduce, publish, modify, alter, distribute, disseminate or commercially exploit the EOG Materials unless specifically permitted in this Agreement or the prior written consent of EOG is obtained.

4.3 The Supplier hereby grants to EOG, or in the case of third party owned materials, hereby warrants that it has procured for EOG, the non-exclusive and royalty-free licence to use any Product Descriptions, artwork, text, graphics, drawings, sound, trademarks, logos and/or other materials, works and intellectual property, which have been provided by the Supplier to EOG for inclusion into the EOG Platform (collectively "**Supplier's Materials**"), for the purposes of EOG's performance of its obligations under this Agreement including:

4.3.1 reproduction of the Supplier's Materials at the EOG Platform;

4.3.2 adaptation, modification and/or conversion (non-digital to digital) of the Supplier's Materials for the purposes of posting on the EOG Platform; and

4.3.3 use of the Supplier's Materials in advertising and publicity materials.

4.4 Supplier shall fully indemnify EOG against any and all loss, damage, expenses, costs, and/or liabilities, including claims made by any Customer(s) or other third parties against EOG, arising from or in relation to a claim by a third party that the Supplier's Materials infringes any Intellectual Property Rights of any third party.

5. **Supplier's Warranties and Obligations**

5.1 The Supplier warrants that it has the full right and/or authority and has obtained all necessary permits, approvals and licences to:

5.1.1 advertise, offer for sale and to sell the Products to EOG; and

5.1.2 provide the Product Warranties and After Sales Services to Customers,

in all jurisdictions in the Territory, and that it has and shall observe and comply with the applicable laws and regulations in

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the Territory including, all applicable licensing, customs and censorship regulations and laws.

- 5.2** Supplier hereby warrants that it shall use its best endeavours to ensure Customer satisfaction with the Products, Product Warranty services and After Sales Services.
- 5.3** The Supplier hereby undertakes and agrees:
- 5.3.1** not to pledge the credit of EOG in any way; and
- 5.3.2** not to make any representations to Customers or any third party or to make or give any representations, promises, warranties which may require EOG to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customers or any other third party.
- 5.4** Supplier shall have no authority, whether or not through the EOG Platform, to enter into any contracts on behalf of EOG or to bind EOG in any way, including in relation to Customer Contracts, Products or Customers.
- 5.5** Supplier shall provide EOG with such co-operation, information and/or assistance as is required by EOG for the listing and sale of Supplier's Products on the EOG Platform.
- 5.6** Supplier warrants and agrees that it is not allowed to list, advertise, promote or offer for sale, at the EOG Platform any materials, goods or services the offer for sale or sale of which is prohibited by any applicable law, regulation or governmental authority (whether in the Territory or elsewhere).
- 5.7** Without prejudice to the generality of **Clause 6** below, EOG shall be entitled (but not obliged) to remove any listing of Products or other content at the EOG Platform in the event of any non-compliance by the Seller with any provision of this **Clause 5**.

6. EOG Platform

- 6.1** Supplier has read and agrees to be bound by the EOG Platform Website Terms and Conditions accessible at <http://www.eogplatform.com>.
- 6.2** EOG reserves the right, but shall not be obliged, to monitor, screen, censor, or otherwise control any activity, content or material on the EOG Platform.
- 6.3** EOG retains the right, in its absolute discretion, and without stipulating any reason:
- 6.3.1** to stop, suspend, modify, delete or edit the EOG Platform or any part thereof;
- 6.3.2** to remove, block, reject or relocate any material appearing on the EOG Platform or part thereof, and/or
- 6.3.3** to prevent or restrict access of any Customer to the EOG Platform.

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6.4 EOG reserves the right to report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

6.5 EOG may from time to time, but shall not be obliged to, upgrade, modify, alter or perform maintenance on the EOG Platform. EOG shall not be liable for any losses, damages, costs, expenses, or liabilities incurred by Supplier in respect of any loss of access and/or use or interruption in the use of the EOG Platform due to any maintenance.

7. Security

7.1 Supplier shall comply with the security, authentication and authorisation procedures prescribed by EOG for the EOG Platform, including the use of the Security Devices for Secure Communications.

7.2 Supplier undertakes to ensure (and to take all necessary precautions to ensure) that:

7.2.1 it complies with:

- (i) all instructions of EOG relating to the issuance and/or generation of the Security Devices;
- (ii) the procedural and/or operational guidelines relating to any Security Devices;

7.2.2 all Security Devices are kept completely confidential and secure; and

7.2.3 there is no unauthorised use or abuse of the Security Devices.

7.3 Supplier agrees that EOG shall be entitled to deactivate or revoke the use of any one or more Security Devices at any time, without assigning any reason and without prior notice to Supplier.

7.4 Supplier undertakes to notify and/or contact EOG immediately ("**Security Notification**") if Supplier has reason to believe, suspect that or have knowledge that:

7.4.1 the security of any Security Device may have been compromised, or has become known or been revealed to any other person;

7.4.2 there has been unauthorised use of the Security Device; and/or

7.4.3 such Security Device is lost, damaged, defective or stolen, ("**Compromised Device**"). Supplier shall immediately cease to use or process such Compromised Device until further notice from EOG. Any Security Notification given verbally or electronically shall be confirmed in writing by Supplier and actually received by EOG within 24 hours of the verbal notification, failing which EOG shall not be obliged to act upon the Security Notification.

7.5 In the event a Security Notification has been given by Supplier, Supplier understands that it is responsible to ascertain which of its Secure Communications which have not been processed are valid and if Supplier wishes such valid Secure Communications to be carried out, Supplier shall

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re-instruct EOG, by notice in writing faxed to EOG, to carry out those Secure Communications.

7.6 Supplier acknowledges and confirms that it shall be bound by all Secure Communications made which are referable to any Compromised Device until such time as EOG has received the Security Notification from Supplier and has effected cancellation of the Compromised Device.

7.7 Supplier acknowledges that EOG shall be entitled to change the type or version of any Security Device to be used in connection with any or all of the Services at any time, as it, in its sole discretion, deems fit.

8. Modifications to the EOG Platform

8.1 EOG shall be entitled but not obliged, to make changes, enhancements, and/or modifications to the EOG Platform from time to time including the development of new features, designs, user interfaces, functions and capabilities, updates, patches, upgrades and/or the procurement of new releases of any software.

8.2 EOG shall be entitled to specify and update from time to time, the required configuration and specifications for hardware and software or the services of any third party service provider as it deems necessary or appropriate for Supplier's access and connectivity to the EOG Platform, and the Supplier agrees to comply with such initial and updated configurations and specifications at its own costs, failing which Supplier accepts that it may not be able to obtain access and connectivity to the EOG Platform or the use of the EOG Platform.

9. Confidentiality

9.1 No Party hereto ("**Recipient**") shall disclose or release to any third party any:

9.1.1 technical information including information concerning or contained in equipment, modules, components, data, processes, formulae, designs, source codes, object codes, documents, specifications, manuals, inventions, products, or data;

9.1.2 marketing, sales, business, financial, operational, commercial, and human resource information;

9.1.3 contractual arrangements, forecasts, accounting and tax records, strategies, models, product and service information;

9.1.4 customer and client information; and other proprietary information (collectively "**Confidential Information**") of the other Party ("**Owner**") received or obtained in the course or for the purposes of this Agreement or negotiations leading thereto nor use any Confidential Information for any purpose other than the performance of its obligations under this Agreement, without obtaining the prior written consent of the Owner, except for:

(1) information which was at the time of disclosure, or thereafter falls, in the public domain without wilfulness or misconduct of the Recipient;

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- (2) information which, prior to disclosure by the Owner, was already in the Recipient's possession either without limitation on disclosure to others or subsequently becoming free of such limitation;
- (3) information obtained by the Recipient from a third party having an independent right to disclose this information; or
- (4) information which is independently developed by the Recipient.

- 9.2** Confidential Information may be disclosed by the Recipient if such disclosure is mandated by law, order of court, or the rules or regulations of any relevant regulatory or governing body with jurisdiction over the Recipient, provided that the Recipient shall give the Owner reasonable prior written notice of such impending disclosure, and shall only disclose such Confidential Information to such extent only as is necessary for such compliance, and subject in each case to the Recipient using its best endeavours to ensure that the recipient of Confidential Information keeps such information confidential and does not use it except for purposes for which the disclosure is mandated.
- 9.3** The Recipient shall ensure that it shall only disclose Confidential Information of the Owner to such of its employees, agents and subcontractors who are directly involved in performing obligations under this Agreement on a strict "need to know" basis, and that Recipient shall bind such employees, agents and subcontractors to observe, and the Recipient shall be liable for any failure by any of them to observe, the foregoing obligations of confidentiality.
- 9.4** Supplier acknowledges that Confidential Information of EOG shall include all EOG Data, and all information and specifications relating to the EOG Platform, including the terms of this Agreement.
- 9.5** The obligations in this **Clause 9** shall survive the expiry or termination of this Agreement.

10. No Warranties

- 10.1** EOG's sole obligation and the Supplier's sole and exclusive remedy in the event of interruption to the EOG Platform or loss of use and/or access to the EOG Platform shall be to use its best endeavours to restore the EOG Platform as soon as reasonably possible.
- 10.2** Without prejudice to any other provision of this Agreement, EOG does not warrant that the EOG Platform:
- 10.2.1** will be provided uninterrupted or free from errors or that any identified defect will be corrected; or
 - 10.2.2** are free from any virus or other malicious, intrusive, destructive or corrupting code, programme or macro; or
 - 10.2.3** will provide any function not expressly stated herein or agreed between the Parties.
- 10.3** Except as provided in this **Clause 10**, EOG makes no express or implied warranty with respect to the EOG Platform, including any warranties of

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merchantability, satisfactory quality, fitness for a particular purpose, or compliance with description. Supplier further acknowledges and agrees that EOG has no control or management of, and shall not be responsible or liable for, acts or omissions of Customers and other suppliers.

- 10.4** For the avoidance of doubt, in no event shall EOG be liable to the Supplier, any Customer, or any other third party for consequential, exemplary, indirect, incidental or special damages, including but not limited to any lost profits, savings or revenues arising out of or in connection with this Agreement or its use or access, whether under tort, contract or other theories of recovery.

11. Liability & Limitations

- 11.1** Neither Party nor any of its employees, officers, directors or subcontractors shall be liable for damages in an amount to exceed in the aggregate for all claims and causes of action under and in connection with this Agreement the sum equivalent to Singapore Dollars Ten Thousand SGD10,000.00.
- 11.2** Neither Party, nor their respective affiliates, employees, officers, directors or subcontractors shall be liable for special, indirect, incidental, consequential (including lost profit and loss of goodwill, opportunity costs, loss of business, damage to reputation), exemplary or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), under this Agreement, or any Party's obligations hereunder.
- 11.3** The provisions of **Clauses 11.1 and 11.2** shall not apply to:
- 11.3.1** any express obligation of a Party to make payment of an agreed sum due under this Agreement, or to make any agreed reimbursement of expenses to the other Party;
 - 11.3.2** any liability of a Party arising from a breach of the confidentiality provisions or an infringement of the other Party's IPR;
 - 11.3.3** any breach of this Agreement arising from fraud or gross negligence on the part of a Party;
 - 11.3.4** any liability of a Party under an indemnity obligation; or
 - 11.3.5** any liability of a Party for death or personal injury arising from such Party's negligence.
- 11.4** Notwithstanding any other provision of this Agreement, neither EOG, nor its affiliates, employees, officers, directors or subcontractors shall be liable for any direct or indirect loss, damage, expense, costs or liability arising from or in connection with any:
- 11.4.1** acts or omissions of Customers, including any failures or breaches by Customers in relation to Customer Contracts;
 - 11.4.2** loss or corruption of data;
 - 11.4.3** error, interruption or stoppage to any Supplier's access to and/or use of the EOG Platform;
 - 11.4.4** telecommunication problems, power supply problems, Internet or network related problems, problems with the computer systems and information systems of EOG or its third party vendors or

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- service providers, or any remedial or preventive measure which may be taken in the event of any such occurrence;
- 11.4.5** viruses, Trojan horses, malware, spyware, or other harmful codes introduced by Supplier or any third party, or any security intrusion or security breach by Supplier or any third party; or
- 11.4.6** delay or non-transmission (whether receipt or despatch) of any Customer Order, Customer Contract, Communications or any other information or data due to the technical failure of the EOG Platform and related information systems, or any information system beyond the control of EOG, provided that the same was not caused by the fraudulent or dishonest act of EOG or its employees and EOG acted in good faith and with reasonable diligence.
- 11.5** No Party shall be liable for any failure, breach or delay in the performance of any obligation under this Agreement which is caused by any:
- 11.5.1** act or omission of the other Party;
- 11.5.2** act or omission of a third party which is not its employee, agent or subcontractor;
- 11.5.3** Force Majeure Event; or
- 11.5.4** problems with the computer systems and information systems of the other Party or any third party.
- 11.6** Supplier undertakes to EOG that it shall maintain updated backups of all data to which control or possession may be given to EOG. EOG shall not be liable to Supplier for any loss, damage or corruption of data, howsoever caused.
- 12. Termination**
- 12.1** This Agreement may be terminated :
- 12.1.1** by a Party if the other Party commits any material breach of any term of this Agreement:
- (i) forthwith on giving notice in writing to the other Party where the breach is not capable of being remedied; or
- (ii) in the case of a breach capable of being remedied, forthwith on giving notice to the other Party after such other Party shall have failed, within fourteen (14) days after the receipt of a request in writing so to do, to remedy such breach; or
- 12.1.2** by a Party forthwith on giving notice in writing to the other if the other Party shall have a receiver and/or manager appointed over it or any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to a judicial management order or shall enter into any composition or arrangement with its creditors or shall cease or threaten to cease to carry on business; or

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12.1.3 by a Party forthwith on giving notice in writing to the other if the other Party has distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from last date of such levy.

12.2 Without prejudice to any other provision for termination in this Agreement, EOG shall have the right to terminate this Agreement forthwith, by notice in writing to the Supplier if the Supplier engages in fraud or other illegal or unethical activities, or in any activities which EOG, in its reasonable judgment, believes could adversely affect the reputation of EOG or the EOG Platform.

12.3 A Party's right to terminate this Agreement shall be in addition to any other rights or remedies that it may have at law or in equity as a result of the Party's breach of this Agreement.

12.4 The right of termination under this Agreement is without prejudice to any other claims and remedies available.

13. Consequences of Termination

Upon the termination of this Agreement for any reason:

13.1.1 All outstanding Charges whether or not invoiced by EOG shall become immediately payable by the Supplier;

13.1.2 The Supplier shall have no claim against EOG for compensation for loss of profits, loss of goodwill or any similar loss;

13.1.3 EOG shall be entitled to immediately remove Supplier's Product listings from the EOG Platform as well as to stop receiving any and all Customer Orders for Supplier's Products; and

13.1.4 EOG shall be entitled at its option by written notice to Supplier:

(i) to continue with any pending and uncompleted Supply Contracts, in which event the Parties shall continue the performance of those Supply Contracts in accordance with the applicable provisions of this Agreement, in which event such provisions shall survive for such purpose; and/or

(ii) to terminate any pending and uncompleted Supply Contracts.

14. Force Majeure

14.1 No Party shall be liable for any failure to perform his obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates.

14.2 For purposes of this Agreement, a "Force Majeure Event" is an event which is a circumstance or event beyond the reasonable control of a Party which results in the Party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include:

14.2.1 strikes, lock-outs or other industrial action or labour disputes;

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- 14.2.2 riots, hostilities, rebellion, revolution, civil disturbances, civil commotion, invasion, outbreak of war, threat of or preparation for war, acts of terrorism or criminal activity;
- 14.2.3 external telecommunications failures or outages;
- 14.2.4 fire, explosion, storm, earthquake, flood, subsidence or other natural physical disaster or other catastrophes;
- 14.2.5 epidemic, quarantine restrictions, outbreak of disease or any travel restrictions or bans (including bans on non-essential travel) issued by the World Health Organisation or any governmental authority;
- 14.2.6 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- 14.2.7 any governmental acts or regulations, including export or import bans, or political interference with the normal operations of any Party.

- 14.3 The Party prevented or delayed in the performance of its obligations under this Agreement by a Force Majeure Event, shall give written notice thereof to the other Party specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue.
- 14.4 If the Force Majeure Event shall continue for a period exceeding three (3) months from the date of the notice of such Force Majeure Event under **Clause 14.3** above, either Party may at any time thereafter upon giving notice to the other Party terminate this Agreement.
- 14.5 A Party shall for the duration of the Force Majeure Event be relieved of any obligation under this Agreement as is affected by the Force Majeure Event except that other obligations under this Agreement which are not affected by the Force Majeure Event shall continue to be performed.

15. Notices

- 15.1 Any notices, demands or other communications may be delivered by hand, by registered mail, by facsimile or email to the addresses and numbers specified as follows:

EOG:

Address : 460 Alexandra Road, PSA Building
#22-06, Singapore (119963)

Fax : +65 6267 8710

Email : vincentng@eogplatform.com

Attn : Vincent Ng

<XXX>:

Address : <XXX>

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Fax : <XXX>
Email : <XXX>
Attn : <XXX>

15.2 Notice will be deemed given:

- 15.2.1 in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee agent or representative of the receiving Party;
- 15.2.2 in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission; and
- 15.2.3 in the case of email on the date and time of transmission directed to the email address notified by the recipient, unless the sender receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the recipient's mailbox or the mail server operated by the recipient or the recipient's service provider.

16. General

16.1 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors.

16.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior undertakings, agreements, representations and warranties.

16.3 Non-partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor otherwise entitle the Supplier to have authority to bind EOG for any purpose.

16.4 Variation

No variation or amendment of this Agreement shall bind either Party unless made in writing in the English language and signed by both Parties.

16.5 Severability

If any provision of this Agreement is agreed by the Parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

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16.6 Waiver

A failure by a Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. No waiver shall be effective unless made in writing by the Party granting such waiver.

16.7 Evidence

The Parties agree that as between themselves, EOG's records and any records of the communications, operations or transactions made or effected through the EOG Platform, whether stored in electronic or printed form, shall be binding and conclusive on the Parties for all purposes whatsoever and shall be conclusive evidence of any transaction between Supplier and EOG, and between Supplier and the Customers. The Parties agree that all such records are admissible in evidence and that they shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any rights (if any) to so object.

16.8 Rights of Third Parties

A person or entity who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of this Agreement.

17. Governing Law & Arbitration

17.1 This Agreement shall be governed by, and construed in accordance with, Singapore law.

17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination, shall be referred to and finally resolved by arbitration in Singapore at the Singapore International Arbitration Centre ("**SIAC**") or at such other venue in Singapore as the Parties may agree in writing in accordance with the SIAC Rules. A tribunal shall consist of a single arbitrator to be appointed by the chairman of the SIAC. The decision of the tribunal shall be final and binding on both Parties. The language of the arbitration shall be English. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

17.3 The provisions of **Clause 17.1** above shall not prevent or delay any Party from applying for any injunctive or equitable relief and the Parties hereby submit to the non-exclusive jurisdiction of the Singapore courts for this purpose.

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In witness whereof the Parties have set their hands on the date set out above:

EOG

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SIGNED BY)
)
for and on behalf of)
EOG PLATFORM PTE. LTD.)
)
in the presence of:)

Supplier

SIGNED BY)
)
for and on behalf of)
<XXX>)
)
in the presence of:)



Appendix A Products

The Products shall include the following products, as may be further specified, replaced or amended in the Product Lists:

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Attached Material List.



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Appendix B Payment Terms

1. Amount of Payment

- 1.1 Supplier shall submit to EOG Platform invoice(s) in accordance with the fulfilment of the delivery and terms on the Purchase Order.

2. Currency of Payment

- 2.1 All Invoices shall be expressed in United States Dollar.
2.2 All Payments will be made in United States Dollar.

3. Submission of Invoice

- 3.1 The Supplier shall submit an invoice for payment only when all provisions in the Purchase Order have been complied with and a "Release Note for Shipment" as described in INSPECTION, where applicable, has been issued by EOG Platform or Customer.
- 3.2 Each invoice shall refer to one (1) Purchase Order only and clearly stating purchase order number, invoice number, detail of items delivered, item's unit price, invoice total value and other reference given by EOG Platform.
- 3.3 Each invoice must be supported by shipping document(s), mill test certificate(s) and other necessary supporting documents.

4. Time of Payment

- 4.1 EOG Platform shall pay such invoice within sixty (60) days of receipt. Payment by bank transfer shall be deemed made on the date of transfer from EOG Platform's bank.

5. Dispute of Invoice

- 5.1 If EOG Platform disputes all or part of an invoice, the invoice shall be returned to Supplier specifying in writing the reasons for its rejection. Supplier may then (i) resubmit the invoice, corrected to the satisfaction of EOG Platform or (ii) submit a new invoice covering the non-disputed part of the original invoice. The invoice for the disputed part may be resubmitted after settlement of the dispute.

6. Non Waiver

- 6.1 Neither the presentation nor payment of an individual invoice shall constitute a settlement of dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the Parties under this Agreement and/or purchase order.

7. Set-Off

- 7.1 If at any time during the duration of this Agreement and/or any purchase order, EOG Platform provides any materials, equipment or services of any



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nature, which form part of the obligation of the Supplier under this Agreement and/or purchase order, then EOG Platform shall be entitled to recover from Supplier by way of set-off in the manner described in this clause.

- 7.2** EOG Platform shall be entitled to exercise the right of set-off against any amount due to the Supplier under this Agreement and/or any purchase order any sum which regard as being owed by the Supplier to EOG Platform. Such amount shall be sufficient to indemnify EOG Platform completely against any LIENS against the Supplier.



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Appendix C

Collection & Shipment Terms

1. Goods Conformity

- 1.1 The goods shall conform strictly to the provisions of the Agreement and/or purchase order.

2. Delivery Performance

- 2.1 The time stipulated for delivery of the Goods or any separable portion(s) thereof shall be of the essence.
- 2.2 Supplier shall be solely responsible for all shortages, except only those occurring beyond the agreed shipping term. In all cases Supplier shall provide reasonable assistance to Buyer to assist in tracing lost or delayed shipments.
- 2.3 Supplier will properly mark and segregate the Goods. Each loose item will be marked or tagged with purchase order number and item number. Supplier will affect any special marking specified in the Purchase Order.

3. Liquidated Damages for Late Delivery

- 3.1 Without relieving Supplier of its obligations and/or liabilities hereunder, Supplier shall immediately report to EOG Platform any actual or foreseeable delay in delivery and its cause. Supplier shall take all reasonable action to eliminate the cause(s) of delay.
- 3.2 In case of late delivery of the Goods or any part thereof after the agreed contractual delivery time, the Supplier shall pay one percent (1%) of the value of the portion of Goods which is late per day of delay, up to a maximum aggregate of ten percent (10%) of the total purchase order value. The provisions provided for in this clause supports, supplements and does not prejudice any other rights and remedies that EOG Platform has under or inferred from this Agreement and/or purchase order and the same shall not prejudice EOG Platform's right of termination hereto.

4. Shipping Term

- 4.1 Supplier shall commit and comply to Shipping Term stated on EOG Platform's purchase order.
- 4.2 Shipping Term shall be based upon the following delivery terms in accordance with ICC Incoterms® 2010 or latest revision:-
- 4.2.1 FCA (Supplier's premise)
 - 4.2.2 CIF (nearest International Port at country of destination)
 - 4.2.3 DAP (Nominated locations at place of destination)
- 4.3 The Supplier shall be responsible for the provision of on/off-loading of materials specified.

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5. Shipping Documents

- 5.1 Supplier shall provide to EOG Platform with Shipping Invoice and Packing List within the period and in the form specified by EOG Platform.
- 5.2 Shipping Invoice & Packing List must be on Supplier's letterhead, signed in ink and stamped with Supplier's company seal.
- 5.3 Shipping Invoice must contain but not limited to the following information:
- Must be in English
 - Consignee Name & Address
 - Country of origin
 - Delivery term
 - Port of Loading
 - Port of Destination
 - Agreement / Purchase Order No.
 - Item no., description, quantity, unit price, & total price

6. Packing Standard

- 6.1 Packing should adhere to the following procedures.

6.1.1 Pipe

- Pipe to be packed in sea-worthy wooden crates / boxes / skids. Crates, boxes and skids shall have adequate strength to withstand mechanical handling.
- Pipe end shall be protected with plastic cap or steel bevel protector.
- Carbon Steel pipes and Stainless Steel / Alloy pipes shall be packed separately to avoid contamination.

6.1.2 Fitting

- Fittings shall be packed in dust-free and sea-worthy wooden boxes / crates. Boxes / crates shall have adequate strength to withstand mechanical handling.
- Fittings smaller than 2" or equivalent to 2" should be packed in carton boxes, placed in closed wooden boxes.
- In case of wooden pallet, skid and skid pallet packing are used, bevel ends of fittings should be covered by plastic cap protector.
- Fittings bigger than 2" or smaller than 14" should be packed in wooden case or crate.
- Fittings bigger than 14" should be packed on wooden skid, pallet or skid pallet.
- Loosed items shall be packed firmly but not wedge to reduce volume.

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- Carbon Steel fittings and Stainless Steel / Alloy fittings shall be packed separately to avoid contamination.

6.1.3 Flange

- Flanges to be packed in dust-free and sea-worthy wooden boxes / crates. Boxes / crates shall have adequate strength to withstand mechanical handling.
- Weight will be evenly distributed with lighter items on top.
- Flange faces and weld ends should be protected with sheets of bubble plastic to avoid contact and damage.
- Orifices and opening such as inlet/outlet flanges shall be plugged or capped.
- Crates will be strapped with a minimum of three steel bands secured under tension with crimped steel fasteners.
- Carbon Steel flanges and Stainless Steel / Alloy flanges shall be packed separately to avoid contamination.

6.2 All wooden packaging must be treated and marked in accordance to the International Standards for Phytosanitary Measures (ISPM) No. 15 or its latest edition.

7. Inspection

7.1 Supplier shall be responsible for the inspection testing and quality of the Goods including those of the Subcontractor, Subseller and Manufacturer.

7.2 Supplier shall ensure that EOG Platform or its representative has the opportunity to inspect the Goods at any time, either at Supplier's, Subseller's or Manufacturer's premise or wherever else the Goods may be at that time. There shall not be any charge on EOG Platform for such inspection.

7.3 Inspection shall include witnessing and checking of production, inspection and testing.

7.4 Neither any inspection as provided herein nor failure of EOG Platform or its representative to carry out such inspection shall relieve the Supplier of any of its obligations, responsibilities and liability under this Agreement and/or purchase order.

7.5 Release Note for shipment, wherever applicable, will be required prior to shipment. Where such requirement is stipulated, Supplier shall not dispatch the Goods until Release Note has been received from EOG Platform.

7.6 EOG Platform reserve the right to return Goods without Release Note to Supplier should the Goods be dispatched prior to receipt of the Release Note.

7.7 Irrespective of whether the Goods are returned to the Supplier's worksite or not, payment will be deferred until EOG Platform releases the Goods for its intended use. Such release will be subject to the satisfactory fulfilment of EOG Platform's requirements.

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7.8 Supplier shall give EOG Platform at least two (2) days' notice prior to the commencement of the manufacture of the Goods.

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Appendix D

Product Warranty & After Sales Service Requirements

1. General

- 1.1 Supplier guarantees that all Goods supplied under the terms of this Agreement and/or any purchase order are fit for their intended purpose, of good quality and workmanship, meet accepted and specified safety standards.
- 1.2 All Goods supplied shall be new.
- 1.3 Supplier grants to EOG Platform the benefits of all guarantees or warranties that are given to Supplier by its Subseller, Manufacturer, Agents or Representatives for Goods supplied under this Agreement and/or any purchase order.

2. Guarantee Period

- 2.1 The guarantee provided under this clause shall apply to Goods up to Ninety (90) days from the receipt of the Goods by EOG Platform in accordance with the Shipping Term.

3. Defect Notification

- 3.1 EOG Platform shall notify Supplier as soon as possible of any defects that have appeared in the Goods and shall give the Supplier the opportunity of inspecting and/or remedying the defects in so far as it is reasonable and practical to do so.
- 3.2 Supplier shall at its own expense, upon being notified by EOG Platform that Goods are defective or do not meet specifications:
 - collect the Goods from EOG Platform depot or any other designated collection area and deliver replacement Goods to the same point; and
 - rectify the performance of the Agreement and/or purchase order, if any.

4. Consequences of Non-compliance

- 4.1 Any costs incurred by EOG Platform as a consequence of Supplier's non-compliance with this Agreement and/or any purchase order shall be at the Supplier's account. These shall include:-
 - the cost of detection of the defect, removal, transportation, repair, replacement, reinstallation, inspection, re-testing of the Goods in question; and
 - cost of EOG Platform own personnel together with the proven cost of delay to work of other contractors caused.

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5. EOG Platform's Right to Repair or Rectify

5.1 Subject to EOG Platform having given prior notice to Supplier, repairs or rectification may be carried out or replacements may be made by EOG Platform at Supplier's account in the event that:

- it would be unreasonable or impractical to give Supplier an opportunity of inspection and/or remedying defects; or
- there is a threat of further damage or loss, including those as a consequence of delay in installation work or operations.

5.2 Any repairs or replacements carried out as described above shall be deemed to be effected and made by Supplier, and the guarantee concerned shall remain in effect provided that the same does not result in any detriment to the Goods.