

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions ("Purchase Terms") shall apply to all orders ("Orders") for the procurement of any products (including software) or services ("Products") by Fujitsu Asia Pte Ltd or any of its affiliates ("Purchaser") from any third party vendor ("Seller"). Provided that where the Purchaser and the Seller have entered into a specific agreement ("Agreement") in respect of any Order, these Purchase Terms shall, to the extent conflicting with any terms of such Agreement, not apply to that Order.

1. ACCEPTANCE

Each Order for Products shall be accepted or rejected by the Seller in writing by way of fax, letter or electronic mail within seven (7) calendar days of receipt of the Order, failing which the Order (including the Purchase Terms) shall be deemed accepted by the Seller. The Seller's acceptance shall state the Order number, delivery date and purchase price of the Products, as shown on the Order.

2. REVISION OF ORDER

The Purchaser reserves the right at any time to make changes in drawings and specifications (including functional specifications and quality requirements) as to any Products covered under any Order. Such Order shall be deemed to be revised accordingly.

3. PAYMENT

The Purchaser shall be entitled to pay the price of the Products less any set-offs or reductions on account of (1) claims arising and (2) amounts and payments payable by the Seller, and (3) costs associated with payment of the price (including taxes), under the contract formed by the Seller's acceptance of an Order or any other agreement or arrangement between the parties hereto, or the Seller and any affiliate of the Purchaser.

4. INVOICE

Following delivery and/or performance of the Products, the Seller shall submit itemised invoices in respect thereof which shall become due for payment, ninety (90) calendar days after the date of delivery or performance of such Products or the date of receipt of such invoices, whichever is the later.

5. WARRANTY

The Seller warrants that the Products shall (1) conform as to quantity, quality, description and specifications with the particulars stated in the relevant Order; (2) be of good quality materials and workmanship; (3) be free from defects in material, workmanship and design; and (4) be fit for the purposes indicated in the Order. There shall not be variance in the quantity, quality, description and specifications of the Products unless authorized by the Purchaser in writing. For the avoidance of doubt, the Products shall be delivered to the Purchaser free of all liens, encumbrances and charges.

6. DEFECTIVE PRODUCTS

If any of the Products delivered under any Order are found at any time to be defective or otherwise not in conformity with all applicable specifications and particulars as to quantity, quality, description and other particulars specified in that Order in any respect, the Purchaser shall have the right to return such Products at the Seller's cost (and the Products will be deemed not to have been delivered), in addition to any other rights or remedies which the Purchaser may have including rights to damages for delay in delivery, damages and consequential damages incident to non-compliance with these Purchase Terms, rights to replacement Products, rights to cancel the relevant Order and require refunds of all sums paid in relation to such Order. Without limitation of the Purchaser's rights, the Purchaser reserves the right to return excess shipments of Products at the Seller's expenses. Payment for Products shall not be deemed to be acceptance thereof, and any inspection or failure to inspect the Products by the Purchaser will not affect its rights in this Clause.

7. DELIVERY AND TAXES

The Seller will deliver all shipments of Products to the destination specified in the Order (the "Place") in the manner indicated by the Purchaser, on the stipulated delivery date during the Purchaser's usual business hours and, as applicable, shall arrange cargo insurance for the replacement value of the Products. The time for delivery of Products by the Seller shall be of the essence. The Seller shall pay all export charges, duties fees, levies, tariffs and similar charges assessed in relation to the Products which will be excluded from the price thereof, and which will not otherwise be chargeable to the Purchaser except to the extent that applicable law expressly prohibits the Seller from bearing such charges.

8. PACKING

All Products shipped to the Purchaser from abroad shall be securely packed for shipment to the Place as light as possible and in the smallest cubical bulk consistent with safe carriage by ocean vessel, railroad or aircraft (as the case may be) and insurance requirements and shall comply with any other directions with respect to the packing and shipment of Products issued from time to time by the Purchaser. All packaging and boxing costs shall be borne by the Seller.

9. DOCUMENTATION

The Order number shall be stencilled or otherwise clearly marked on outside wrapping or casing of all shipments and shall be noted on all invoices and Bills of Lading. The Seller shall provide the Purchaser with appropriately completed clean Bills of Lading and other documentation requested by the Purchaser to enable it to claim the Products from the carrier at the destination designated by the Purchaser.

10. RISK

Risk of loss, damage to or deterioration of the Products shall pass to the Purchaser upon execution of a written acknowledgement of receipt of the Products by the Purchaser or another person or entity designated by the Purchaser. If the Products are subject to any acceptance criteria agreed between the parties, the Purchaser shall not be obliged to issue such written acknowledgement any time prior to the successful completion of the criteria.

11. CONFIDENTIALITY

The Seller shall at any times retain the specifications, drawings, designs, descriptions, operational and testing information, all other technical information and data, and all other information of a confidential nature furnished by the Purchaser in connection with the Products (collectively, "confidential information"), strictly confidential (whether marked as such or not) and shall not disclose any part thereof to any person. The Seller undertakes to return, destroy or cease to use, as directed by the Purchaser, immediately upon request by the Purchaser, any and all confidential information. The Seller agrees that all confidential information together with patents, copyright, design rights (registered or unregistered) and any other intellectual property rights in any such confidential information is and shall remain the exclusive property of the Purchaser and/or its affiliates.

12. COMPLIANCE WITH LAWS

The Seller warrants that it will comply with all applicable laws and regulations concerning the Products subject to the Order, including their manufacture, transport, sale and export.

13. INTELLECTUAL PROPERTY RIGHT INDEMNITY

The Seller warrants that the Products shipped to the Purchaser shall not infringe any patent, trademark, registered design, copyright or any other intellectual property rights of any person and agrees to defend any suit that may arise in respect thereto and to indemnify and hold the Purchaser harmless from any damage, loss or any expense (including without limitation all legal fees, costs and expenses of the Purchaser on a full indemnity basis) which may be incurred by the assertion of any rights by any persons in relation to such patent, trademark, registered design, copyright or other intellectual property rights.

14. FORCE MAJEURE

If a party ("Affected Party") is unable to perform its obligations because of any event outside its reasonable control, including but not limited to strikes by employees of a third party, fires, wars, acts of God, governmental controls ("Force Majeure Event"), then it shall promptly notify the other party of its inability to perform and the nature and extent of the circumstances that amounts to a Force Majeure Event. Subject to compliance with the aforesaid, the Affected Party's obligation to perform those obligations affected by the Force Majeure Event will be suspended for the duration of the delay arising directly out of the Force Majeure Event but the Affected Party shall otherwise comply in full with all its obligations under the Order and these Purchase Terms. If a delay arising directly out of a Force Majeure Event continues for more than ten (10) days, the Purchaser may at its election, by notice to the Seller modify or cancel the Order without being liable to the Seller in damages or otherwise.

15. INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Seller or should the Seller take advantage of any insolvency law or proceedings under any insolvency law are threatened against the Seller, then in any of those events, the Purchaser shall have the option to cancel all Orders or terminate the contracts formed by the Seller's acceptance of the Orders.

16. ASSIGNMENT

The Seller shall not assign or transfer any of its rights or obligations, or sub-contract any if its obligations under any Order or any contract formed by the Seller's acceptance of any Order without first obtaining the prior written approval of the Purchaser.

17. NOTICES

Any communications in connection with this purchase may be made by fax, letter, or electronic mail. Faxed communications will be deemed to have been received by a Party upon transmission to a fax number notified in advance of transmission by that party with the receipt of the appropriate transmission contact report. Communications by letter will be deemed to have received by a party with seven (7) days of posting (by air mail) or upon delivery (if delivered personally) to the address notified in advance of posting or delivery by that party. Electronic mail communications will be deemed to have been received by a Party upon transmission to an electronic mail address notified in advance of transmission by that Party with the receipt of the appropriate delivery report.

18. GOVERNING LAW

The Order and these Purchase Terms shall be governed by and construed according to the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the courts in Singapore. Nothing herein confers or purports to confer on any third party any benefit or any right to enforce any of the Purchase Terms pursuant to the Contracts (Rights of Third Parties) Act, Cap. 53B.