

**JOS'S GENERAL TERMS AND CONDITIONS FOR  
THE SALE OF PRODUCTS OR PROVISION OF SERVICES**

**PLEASE READ THESE TERMS CAREFULLY AS THEY MAY HAVE IMPORTANT  
CONSEQUENCES FOR YOU.**

Seller and Buyer (each of them: a "**party**" or collectively: the "**parties**") agree that the terms and conditions set forth herein shall, as of the date of the Acceptance (the "**Effective Date**"), apply to all of Buyer's current and future purchases of Products ("**Products**") from and provision of Services ("**Services**") by Seller.

**1. DEFINITIONS**

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Seller" means JOS (SG) Pte. Ltd or StarHub Ltd, the entity providing Products or performing Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these "Terms and Conditions for the Sale of Products or Services", together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing. The Terms and Conditions shall (as varied by any special conditions set out overleaf or annexed hereto) apply to Seller and Buyer in respect of the provision of Products and Services to be supplied hereunder and shall override any terms or conditions stipulated incorporated or referred to by Buyer unless expressly accepted in writing by Seller.

**2. ACCEPTANCE**

2.1. The prices of the Products purchased from Seller and/or Services provided by Seller shall be set forth in Seller's acceptance of Buyer's purchase order(s) or by any other means that Seller may from time to time utilize. Quotations of prices must be received from Seller in writing in order to be effective.

2.2. Quoted prices do not include GST, sales, use or other taxes or government charges arising out of or related to the manufacture, distribution or sale of the Products or provision of Services. All such taxes or charges, other than taxes on Seller's income, will be paid by Buyer.

2.3. Orders are firm and not subject to cancellation or revision except by written consent of Seller. Buyer is responsible for all reasonable cancellation charges. Prices for the Products or provision of services may be increased on account of new or increased (i) taxes on the manufacture or sale of Products or provision of services or (ii) governmental charges.

**3. PRICE, INVOICE AND PAYMENT**

- 3.1. Except as provided below, all invoices shall be due and payable according to the terms stated on Seller's quotation or invoice (as the case may be). If a Seller quotation or invoice does not provide for payment terms, payment shall be made ultimately within thirty (30) days of the invoice date.
- 3.2. If Buyer fails to pay for any Products or Services on these terms or reasonable grounds for insecurity otherwise arise, Seller shall have the right to revoke any credit Buyer has and/or suspend further shipments of Products or provision of services until receipt of adequate assurance of Buyer's performance in accordance herewith. If Seller ceases to extend credit, payment shall be, at Seller's option, upon cash terms or any type of secured transaction specifically approved in writing by Seller.
- 3.3. All amounts not paid on these terms shall bear interest at the rate of one and a half percent (1.5%) per month, unless this rate exceeds the highest rate permitted by applicable law, in which event the rate shall be at the highest rate permitted by such law. Buyer shall make payment of all amounts on these terms without deduction or setoff for any reason whatsoever and without Seller being compelled to take action to collect such amounts. Buyer shall, upon demand, reimburse Seller for all collection expenses, including but not limited to reasonable legal fees and court costs.
- 3.4. If Buyer fails to pay pursuant to the Contract, Seller shall be entitled to (i) a lien on Products which have been paid by Buyer but not yet delivered; (ii) a right to sell such Products on such terms as Seller sees fit; and (iii) retain from the proceeds of sale sufficient to pay all monies due from Buyer to Seller (including any costs incurred in putting the Products into a saleable state and the expenses of the sale), for the unpaid Purchase Price of any Products sold or delivered to Buyer under the same or any other contract entered into between the Seller and Buyer.

#### **4. DELIVERY**

- 4.1. The requested quantity terms and delivery times for the shipment of Products ("Specific Delivery Terms") hereunder shall be as set forth in the Contract as agreed by Seller. The Seller shall start providing the Services on the date specified and under the provisions specified in the Contract.
- 4.2. The Seller shall take reasonable endeavours to ensure that Service is provided and/or Products are delivered by the dates agreed by the Parties as specified in the Contract or by the completion date as specified in the Contract. The Products may be delivered in one or more installments at different times or dates.
- 4.3. For avoidance of doubt, the Delivery Date or Completion Date and any other date given under or pursuant to the Contract is no more than an estimate, and the Seller's conformity with such date is not, and shall not in any event or circumstance be or become, of the essence of this Contract and the Seller shall not be liable for any damages resulting from its failure to meet the Delivery Date even if the Seller has been advised of the possibility of such damages by the Buyer.
- 4.4. Unless otherwise provided for in the Contract, where the Seller has completed performing the Services or delivered the Products, the Buyer will be deemed to have accepted or approved them within seven (7) days of completion of the performance of the Services or delivery of the Products.

#### **5. TITLE AND RISK**

- 5.1. Seller shall retain title in all Products until receipt of all amounts payable to Seller for the Products and/or Services. All Risks in the Products shall pass to Buyer upon delivery.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Except as otherwise expressly provided in the Contract, Seller's trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights owned by or which vests in Seller in any manner ("Seller Intellectual Property") shall remain the ownership or property of Seller and nothing in the Contract shall confer or be deemed to confer on the Buyer any rights or licences in such intellectual property whether belonging to Seller or to any third party.
- 6.2. Without prejudice to Clause 6.1, the Buyer is not entitled to use any trademarks or service marks (whether registered or not) of Seller in any document or other medium, without the prior written consent of Seller.
- 6.3. All title to, and intellectual property rights in, all documents, drawings, information, materials and/or software supplied by Seller to the Buyer (including all copies and portions thereof, and all improvements, enhancements, modifications, and derivative works thereof) in connection with the Contract shall remain the absolute property of Seller. The aforesaid shall not be copied, disclosed, or used (except for the purpose for which they were supplied) without the prior written consent of Seller. No licence or other right is granted except as expressly set out in the Contract.

## **7. WARRANTIES**

- 7.1. All products are sold only with the warranties provided by the manufacturer of products, if any. Seller makes no other warranty with respect to the Products and disclaims any and all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
- 7.2. The Buyer acknowledges that it is solely responsible for the determination of its requirements and that the Seller shall not be responsible for the failure of deliverables and/or related services to meet the Buyer's network, design, business, or other requirements.

## **8. FORCE MAJEURE**

- 8.1. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **9. TERMINATION**

- 9.1. Except as otherwise provided under the Contract, Seller may terminate the Contract or any of the Services thereunder without further liability by giving the Buyer not less than one (1) month's prior written notice.
- 9.2. Without prejudice to any other right or remedy to which either the Seller or the Buyer might be entitled, either of those parties may in the events specified in clause 9.3 terminate the Contract

at any time by notice in writing to the other party or party ('the Other Party'), such notice to take effect as specified in the notice.

9.3. The events specified in clause 9.2 occur when:

9.3.1. the Other Party is in substantial breach of the Contract and, in the case of a breach capable of remedy within 30 days, the breach is not remedied within 30 days of the Other Party receiving notice specifying the breach and requiring it to be remedied; or

9.3.2. the Other Party becomes insolvent, or an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or an administrator or administrative receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or the Other Party makes any composition with its creditors, or the Other Party takes or suffers any similar or analogous action in consequence of debt.

9.4. Without any liability to buyer and without prejudice to any other right or remedy to which the Seller maybe entitled to, the Seller is entitled by notice to terminate the Contract or cease the provision of services if payment due from the Buyer to the Seller remains unpaid by the due date.

9.5. If notice of termination is given by the Seller to the Buyer pursuant to clauses 9.2 or 9.4, the Seller may, in addition to terminating the Contract: a) retain monies paid by the Buyer to the Seller pursuant to the Contract; b) charge a reasonable sum for work already performed in respect of the Contract and be compensated for costs sustained for the terminated portion of the works including any reasonable costs incurred in settlement with Vendors; c) retake possession of all property of the Seller which is in the possession of the Buyer (if any); d) be regarded discharged from any further obligations to the Buyer under the Contract; and e) pursue any additional or alternative remedies provided by law.

## **10. INDEMNITY AND LIABILITY**

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO SELLER FOR SERVICES PERFORMED HEREUNDER for the last twelve (12) months (or part thereof) applicable to the Services.

10.3. This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or Services at the price charged.

## **11. CONFIDENTIALITY**

- 11.1. 'Confidential Information' means any and all information that is confidential in nature and identified as such that is disclosed, furnished or communicated (if in writing, machine readable form, text, drawings, photographs, graphics, designs, plans or any other form whatsoever) by or on behalf of the disclosing Party to the receiving Party through the receiving Party's directors, officers, employees, representatives, or agents in connection with this Agreement. Provided that Confidential Information shall not include any information that (a) is or becomes publicly available without breach of this Agreement; (b) was previously in the possession of the receiving Party and which was not acquired from the disclosing Party as evidenced by written records; (c) a Party hereto lawfully receives without any obligation of confidentiality from a third party; or (d) is independently developed by the receiving Party.
- 11.2. Each Party agrees to keep confidential any Confidential Information supplied or discussed with it by the other Party or whenever obtained under or in connection with the Contract and shall not use or disclose such information or any part of it to any person without the prior written consent of the other Party.
- 11.3. Without prejudice to the generality of the foregoing, each Party shall ensure that all data and information generated or obtained in pursuance of the Contract will not be used for any purpose other than fulfillment of its obligations hereunder. Each Party agrees to keep all such data and information separate from and not combine it with the Party's own data and information except for a purpose connected with this Contract if the activity concerned cannot be undertaken without combination.
- 11.4. In the event disclosure of Confidential Information is required by law or regulations or by a court of competent jurisdiction or by any governmental or regulatory authority or the rules of any applicable stock exchange or pursuant to any litigation, the Party requiring to disclose any Confidential Information will, prior to any disclosure, consult with the other Party and allow the other Party an opportunity to intervene insofar as is reasonably practicable or, where possible, obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed.
- 11.5. The obligations of the Parties contained in this Clause shall continue in force notwithstanding the expiry or termination of the Contract for a period of three (3) years after such expiry or termination.

## **12. PERSONAL DATA PROTECTION**

- 12.1. For the purposes of the Contract, "Personal Data" means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access.
- 12.2. The Buyer may from time to time disclose Personal Data of certain individuals to Seller for the purposes of enabling Seller to provide Services to the Buyer or otherwise to perform its contractual obligations set out herein ("Permitted Purposes"). The Buyer agrees and undertakes to Seller that all necessary consents from the relevant individuals to whom the aforesaid Personal Data relates either have been obtained, or at the time of disclosure will have been obtained, for the disclosure of their personal data to Seller, for Seller's collection, use and/or disclosure for Permitted Purposes and that such consents have not been withdrawn.
- 12.3. The Buyer agrees and undertakes, and shall procure that its employees, representatives, agents and subcontractors agree and undertake to Seller that they will, in respect of any Personal Data collected, used or disclosed under or pursuant to the Contract act in accordance with Seller's requirements; operate at all times within the requirements of all relevant data protection laws and any requirements set out in any advisory or other guidelines issued from time to time by any relevant regulatory or governmental authority or body ("relevant data

protection laws"); and not act in a way which would cause Seller to be in breach of its obligations under the relevant data protection laws.

### **13. SEVERABILITY**

13.1. The invalidity or unenforceability of any provision of this Terms and Conditions shall not affect the validity or enforceability of another provision of this Terms and Conditions, which shall remain in full force and effect. Furthermore, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall continue in effect.

### **14. ASSIGNMENT**

14.1. Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract.

14.2. The Seller shall be entitled, at any time with written notice, to transfer, assign, sub-contract, novate all or any of its rights and/or obligations under this Contract to StarHub Ltd and at the request of the Seller, the Buyer shall execute all deeds and other documents required to effect any such transfer, assignment, sub-contract or novation.

### **15. AMENDMENTS**

15.1. No provision of the Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by Buyer and Seller.

### **16. NOTICES**

16.1. Any notice, demand, request ("Notice") required to be served by one Party upon the other Party under the PO must be in writing and in the English language. The Notice shall be sufficiently served if forwarded to the other Party by hand delivery, pre-paid post, registered post to its address set out in the purchase order, or to its last known place of business.

16.2. Any Notice so given shall be deemed received:

16.2.1. in the case of hand delivery, on the day of delivery and upon written acknowledgement of receipt; and

16.2.2. in the case of pre-paid post, registered post or courier, within three (3) days for local mail or ten (10) days for overseas mail, of such mailing or dispatch. In proving such receipt, it shall be sufficient to show that the envelope containing the Notice was duly addressed, stamped and posted/delivered. For avoidance of doubt, the timing for notification shall be deemed to commence only from the successful receipt of hand delivery, pre-paid post, registered mail, electronic mail or courier, whichever is applicable. Notices sent via Electronic Email alone shall not be sufficient.

### **17. RELATIONSHIP OF PARTIES**

17.1. The Parties acknowledge that nothing in the Contract constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between Seller and Buyer.

### **18. MISCELLANEOUS**

18.1. **End-of-Life.** In the event that a manufacturer declares the end of life for a product and/or terminates support of a product, Seller reserves the rights to remove the said product and/or support from an order, and adjust the order price accordingly.

18.2. **Replacement Hardware.** In the course of providing Services, Seller may use parts or products that are new, refurbished, re-conditioned, re-manufactured and functionally equivalent. Seller will retain the replaced hardware that is exchanged during the provision of Services as its property. Title to the installed replacement hardware provided by Seller shall pass to Buyer upon installation.

18.3. **Loaner Equipment.** At times (and subject to availability), Seller may loan equipment to Buyer for use during the repair of Buyer's equipment. Buyer shall be responsible for the proper use and deployment of Loaner Equipment at all times. Buyer shall be responsible to return the Loaner Equipment to Seller within a reasonable amount of time. For the avoidance of doubt, the Loaner Equipment shall be provided as-is and title to the Loaner Equipment shall reside in Buyer at all times. Buyer shall be responsible for the full cost or repair of any Loaner Equipment that is damaged or lost, from the time Buyer assumes custody until it is returned to Seller.

## 19. NO THIRD-PARTY RIGHTS

19.1. A person who is not a party to the Contract shall have no right to enforce or rely on any provision of the Contract pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B).

## 20. GOVERNING LAW AND JURISDICTION

20.1. The provisions of the Contract and these Terms and Conditions shall be subject to, governed by and interpreted in accordance with Singapore laws. The Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.