

Standard Conditions of Services



These standard conditions of services, the specific terms and conditions stipulated in the Quotation (as defined hereunder), together with any documents referred to in these conditions as well as any other additional documents made by the parties pertaining to these services shall form the agreed terms and conditions between the parties (collectively, referred to as "**this Agreement**").

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 **'Customer'** means the person who engages the Service Provider for provision of the Services;
- 1.2 **'Conditions'** means the standard terms and conditions of services set out herein;
- 1.3 **'Fees'** means the service fees for provision of the Services excluding service tax and all applicable tax (if any), unless specified otherwise;
- 1.4 **'Quotation'** means the quotation and/or concluded offer overleaf provided by the Service Provider to the Customer in relation to the Services;
- 1.5 **'Services'** means the design services, technical assistance, repair and maintenance services to be provided by the Service Provider to the Customer and more particularly described in the Quotation; and
- 1.6 **'Service Provider'** means Doka Formwork Pte Ltd.
- 1.7 **'Term'** means the tenure for provision of Services by the Service Provider to the Customer in accordance to this Agreement.

2 Formation of Contract

- 2.1 Upon acceptance of the Quotation, this Agreement shall be formed and the Service Provider shall perform the Services to the Customer in accordance to these Conditions.
- 2.2 Unless otherwise provided herein, these Conditions shall thereby override and prevail over any inconsistent, contrary, different or additional terms or conditions contained on or referred to in any confirmation of Quotation (whether named as purchase order, works order, letter of intent or letter of award or sub-contract agreement or otherwise) or other documents or correspondence from the Customer.
- 2.3 Any addition, alteration, substitution or variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless expressly agreed to in writing by the Service Provider and the Customer.

3 Fees

- 3.1 In consideration of the Service Provider's agreement to undertake and perform the Services, the Customer hereby agrees to pay the Service Provider the Fee.
- 3.2 The Service Provider reserves the right, by giving written notice to the Customer within a reasonable time before commencement of the Services, to adjust its quoted Fee (by not more than fifteen percent (15%) of the Fees) to reflect any increase in the cost of the Service Provider due to any factor beyond the control of the Service Provider (including any foreign exchange fluctuation, currency regulation, alteration of duties, any increase in the cost of labour, materials, and other costs of Services).
- 3.3 The Service Provider shall issue an invoice to the Customer on a progressive basis or monthly basis. Fees shall be paid in Singapore Dollar or such other currency to which the Service Provider may agree.
- 3.4 Payment of the Fees and such other costs, including without limited to the service tax (if applicable), etc shall be due thirty (30) days following the date of the Service Provider's invoice.
- 3.5 The Customer shall be liable for late payment interest on overdue invoices and such interest shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 1% per month calculated from the date of the invoice until and inclusive of the date of full payment. All costs and expenses incurred by the Service Provider to recover the outstanding sum shall be borne by the Customer.
- 3.6 Notwithstanding anything contrary provided herein, the Service Provider reserves all its right to suspend, withhold and/or discontinue all and any Services to the Customer in the event the Customer fails to pay the Fees and/or any other payment(s) pursuant to this Agreement.

4 The Services

- 4.1 The Service Provider shall provide services to the Customer and the description of the Services shall be as set out in the Quotation or otherwise expressly agreed to in writing.
- 4.2 The Customer may request for modifications of the scope of Services Provided Always That in the event the working staff time spent on such modifications shall be exceeding two (2) working hours, the Customer shall pay to the Service Provider additional fees on attendance basis and to be agreed upon by the Parties. The time spent on the modification of Services shall be determined solely by the Service Provider.
- 4.3 The Service Provider shall as it deems fits furnish necessary technical instructions and information to the Customer in the course of performance the Services.
- 4.4 The Customer shall protect and keep in confidence all the Service Provider's proprietary software, technical know-how, drawings and all other information and/or materials prudently and diligently by using no less than the same degree of care and safeguard as it uses to protect its own proprietary information and in any event no less than a reasonable degree of care.
- 4.5 The Customer shall appoint one single point of contact being the person-in-charge for all relevant matters in relation to the Services and all related works herein. Service Provider's instruction obligations refer only to the said person-in-charge.
- 4.6 Service Provider is not responsible to supervise the Customer's workers and their work and is not obliged to render instructions.
- 4.7 The Customer must provide all conditions necessary for Service Provider to perform its services, including but not solely, tools and equipment safe to use, sufficient workforce, light, and authorizations, if required.

5 Term

- 5.1 This Agreement shall, unless otherwise terminated earlier in accordance to the Conditions herein, be valid and subsisting throughout the Term.

6 Warranties & Undertakings

- 6.1 The Service Provider hereby warrants, represents and undertakes that:
 - 6.1.1 It shall perform the Services in accordance to the descriptions as set forth in the Quotation and instructions given by the Customer
 - 6.1.2 it has the experience and ability to perform the Services in accordance to this Agreement;
 - 6.1.3 it shall use its best endeavour to provide the necessary technical advisory services and operations advice in relation to the Services;
 - 6.1.4 it shall employ sufficient number of competent and qualified personnel to perform and provide the Services in a proper and efficient manner throughout the Term;
 - 6.1.5 it shall provide a timely response to the request, complaint and/or any form of communication from the Customer.

- 6.2 The Customer hereby warrants, represents and undertakes that:
 - 6.2.1 it shall provide all necessary assistance and cooperation to the Service Provider to ensure that performance of the Services can be completed timely and efficiently; and
 - 6.2.2 it shall provide all necessary information, data and/or content whatsoever form to the Service Provider to permits the performance of the Services.
- 6.3 The Parties each represents and warrants as follows:
 - 6.3.1 each Party has full power, authority, and right to perform its obligations under this Agreement;
 - 6.3.2 this Agreement shall form a legal, valid, and binding obligation of each Party and shall be enforceable against it in accordance with terms and conditions herein contained; and
 - 6.3.3 entering into this Agreement shall not violate the memorandum and articles of associations of either Party or any material contract to which that Party is a party or any applicable laws, rules, or regulations.

7 Limitation of liability

- 7.1 To the extent permitted by the laws, the Service Provider's liability to the Customer in contract or tort (including negligence or breach of statutory duty) or by way of contribution or indemnity or howsoever otherwise arising, shall be limited to an amount not exceeding five percent (5%) of the Fees of the Services.
- 7.2 Under no circumstances shall the Service Provider be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, for:
 - 7.2.1 any special, indirect or consequential damage of any nature whatsoever;
 - 7.2.2 any increased costs or expenses; or
 - 7.2.3 any loss of profit, business, contracts, revenue or anticipated savings.
- 7.3 Service Provider accepts responsibility for the compliance of its goods and services with the recognized rules of engineering / architecture that are valid at the time at which the service is performed.

8 Delay

- 8.1 The Service Provider shall inform the Customer immediately of any anticipated delay in the delivery schedule and of any remedial actions being taken to ensure completion of the Services.
- 8.2 The Parties agree that in the event any delay is caused by an action or failure of action of the Customer, such delay shall not constitute a breach of the Service Provider and the Service Provider cannot be held in breach of this Agreement. In such case, the Service Provider shall provide the Customer with written notice of the delay until the reason for the delay has been resolved by the Customer and written notice of that resolution has been provided to the Service Provider.

9 Force Majeure

- 9.1 Save for the Customer's obligation of payment hereunder neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ("**Force Majeure Event**"). Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.
- 9.2 If a delay or failure of a Party to perform its obligations is caused or anticipated due to force majeure, the performance of that Party's obligations will be suspended.
- 9.3 If a delay or failure by a Party to perform its obligations due to force majeure exceeds fourteen (14) days, either Party may immediately terminate this Agreement on providing prior written notice to the other Party.

10 Intellectual Property

- 10.1 The Customer, its employees and representatives shall not copy, re-produce, re-package or resell in any manner; or change, alter, obscure, remove, conceal or otherwise interfere with any trade mark or trade name attached to the technical instructions or guides furnished and/or provided by the Service Provider without the prior written consent of the Service Provider.
- 10.2 In the event of non-observance of Clause 10.1 above, the Service Provider reserves all rights to take all relevant legal action against the Customer, its employees, any of its representatives and/or any related parties to claim damages for any potential loss of revenue and loss of its position as market leader, injunctive relief and for a court order to seize, remove, confiscate any such related documents and/or items that may indicate or is linked to the infringement or passing off acts and safeguard the Service Provider's business interest with respect to the Goods and/or any other remedy or relief that may be granted by the Courts.

11 Notices

- 11.1 Any notice under or in connection with this Agreement of sale shall be in writing and shall be served by registered post or by hand on the party or sent by recorded delivery or e-mail at or to the address of the party set out in this Agreement or at or to such other address as may be subsequently notified by one party to the other.
- 11.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:
 - 11.2.1 if delivered personally when left at the address stipulated in this Agreement;
 - 11.2.2 if sent by recorded delivery three (3) days after posting; and
 - 11.2.3 if sent by e-mail, when received.

12 Entirety of agreement

- 12.1 This Agreement constitutes the entire agreement and undertaking between the Service Provider and the Customer with regard to the subject matter of this Agreement, and supersedes all prior discussions, agreements and understandings. The parties further agree that no statements or representations made by either party have been relied upon by the other party in entering into this Agreement.
- 12.2 This Agreement may be amended only by written agreement signed on behalf of the Service Provider and the Customer by a director thereof or by a person who has been given written authority to sign by a director thereof.
- 12.3 The Customer shall not assign, transfer or sub-contract any of its rights or obligations arising under, by reason of, or in connection with this Agreement, without the prior written consent of the Service Provider.

13 General

- 13.1 Failure by the Service Provider to enforce any of these Conditions shall not be construed as a waiver of any rights hereunder.
- 13.2 The legal construction of these Conditions shall not be affected by their headings which are for convenience of use only.

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- 13.3 If at any time any of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other provision of these conditions.
- 13.4 Nothing in these Conditions shall be deemed to constitute a partnership between the Service Provider and the Customer. The Customer also hereby agrees that under no circumstances shall the Service Provider be considered the Customer's sub-contractor or agent.
- 13.5 These Conditions shall be subjected to the Specific Terms and Conditions as set out in Quotation, if any. The provisions of Specific Terms and Conditions shall prevail in the event of inconsistency between its provisions and any other provision of these Conditions and/or any other party of this Agreement.
- 14 Law and Jurisdiction**
- 14.1 This Agreement is subject to the law of Singapore.
- 14.2 The parties agree that any dispute or claim arising out of or in relation to this Agreement, or the breach thereof which is:
- 14.2.1 quantitative in nature shall be submitted to the exclusive jurisdiction of the Singapore Courts; and
- 14.2.2 qualitative in nature shall be submitted to arbitration of which the arbitral award shall be in writing and be final and binding on the parties.
- 15 Severability**
- 15.1 If any provision of this Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision concerned will not be affected.