### PURCHASE CONTRACT (EQUIPMENT)

**Buyer**： Sinopec Lubricant (Singapore) Pte. Ltd.

Registration Number: 201010257K

Registered Address: 150 Tuas South Avenue 5 Singapore 637363

**Seller**: XX

Registration Number: XX

Registered Address: XX

Tel: XX

This contract (this “**Contract**”) is made on **XXXX** by and between the Seller and the Buyer (each a “**Party**”, collectively the “**Parties**”), whereby Seller agrees to sell and Buyer agrees to buy the undermentioned goods (the “**Goods**”) in accordance with the terms and conditions stipulated hereinafter:-

1. **Description of Goods**
2. The names, types and prices of the Goods are set out in Appendix 1. The Goods shall meet the specifications set out in Appendix 1.
3. The Purchase Order shall become effective once signed by the Parties’ duly authorized representatives. The terms and conditions of this Contract shall apply to the Purchase Order.
4. Unless otherwise stated, the prices set out in Appendix 1 are inclusive of freight but excluding GST. Any adjustments to the prices may only be made in writing with Parties’ mutual consent.
5. **Term**

Unless terminated pursuant to other provisions of this Contract, this Contract shall be effective from the abovementioned date, until the Parties have fulfilled their obligations under this Contract.

1. **Placement of Order**
2. During the term of this Contract, the Buyer has to inform the Seller of the Buyer’s order using a purchase order containing the following information:
3. Contract number;
4. Product name, quantity and specification;
5. Incoterms;
6. Delivery time;
7. Delivery venue; and
8. Date of order.

1. Once the Seller receives the purchase order from the Buyer, the Seller shall acknowledge and inform the Buyer of such receipt by fax or other means.
2. **Delivery**
3. The Seller shall deliver the Goods in accordance with the delivery venue and delivery time specified by the Buyer in the purchase order. It is crucial that the Goods be delivered on time.
4. The Seller shall take all measures to ensure that the Goods arrive in a good condition acceptable to the Buyer.
5. **Acceptance of Goods**
6. The Seller shall carry out quality and quantity checks based on the Buyer’s requirements. The Buyer or the Buyer’s representative shall accept the Goods in accordance with Clause 1. The Buyer has the right to reject the Goods are any part thereof that does not meet the Buyer’s requirements. Upon acceptance by the Buyer or the Buyer’s representative, the Buyer or the Buyer’s representative shall sign the delivery order.
7. If there is any discrepancy in the quantity of the Goods, the Buyer or the Buyer’s representative will record such discrepancy on the delivery order and request the Seller to make up for the shortfall in Goods within five (5) working days.
8. Unless specifically provided for in this Contract, the duties, liabilities and obligations of Seller under this Contract, including those in Clause 12 (Warranties), shall survive and not be limited or waived (whether at law or equity) notwithstanding the Buyer’s acceptance of Goods under this clause. In the event that the Buyer does not agree to receive or retain the Goods or provides a justified revocation of acceptance thereof, the Buyer shall continue to be entitled to specific performance of the supply of the Goods in accordance with this Contract.
9. **Payment Terms**
10. The Seller shall submit an invoice each month for all deliveries made during the month. The Buyer shall verify the invoice(s) and delivery order(s) before the invoice(s) are accepted for payment.
11. The payment terms are as follows:

|  |  |
| --- | --- |
| **Mode of payment** | XX |
| **Payment timeframe** | Payment will be made XX days after acceptance of the invoice |
| **Method of settlement** | Direct payment from Buyer to Seller in XX |
| **Seller’s bank details** | XX |

1. In the event that there is any dispute between the Parties, Buyer has the right to withhold payment in connection with the portion of the invoice in dispute, pending the resolution of the dispute.
2. **Delay in Delivery**
3. The Seller shall deliver the Goods in accordance with the delivery time specified by the Buyer in the purchase order. In the event that there is a delay in delivery due to the Seller’s fault, the Seller shall pay the Buyer liquidated damages at the rate of [0.15%] of the total price of the purchase order per calendar day. In any event, the total amount of the liquidated damages owed under a purchase order shall not exceed five (5) % of the value of the purchase order.
4. In the event that the delivery is delayed by more than thirty (30) days, the Buyer has the right to terminate this Contract, in which case the Seller shall refund to the Buyer all amounts paid by the Buyer in respect of the Goods within fifteen (15) days of the Buyer’s notice of termination, with interest at seven (7) % per year calculated from the time the first payment was made until the date of refund. The Seller shall also bear all of the Buyer’s costs, expenses and damages caused by such delay.
5. All amounts of such liquidated damages for which the Seller may become liable are agreed as a genuine pre-estimate of the losses, which may be sustained by the Buyer in the event that the Seller fails in its respective obligations under this Contract, and not a penalty.
6. **Force Majeure**
7. Neither Party shall be liable to the other Party for any failure to perform its obligations hereunder to the extent that such failure is caused by an event unforeseeable and fully beyond the affected Party’s control, including but not limited to war, terrorism, riots, general strike, break down in telecommunications, governmental resolutions, natural catastrophes or other acts of God (“**Force Majeure Event**”).
8. In the event that there is a Force Majeure Event that prevents the Seller from delivering the Goods in accordance with the terms of this Contract, the Seller shall immediately inform the Buyer of such Force Majeure Event and use its best endeavours to avoid or mitigate the effect of such Force Majeure Event. As soon as reasonably possible after the end of the Force Majeure Event, the Seller shall notify the Buyer that the Force Majeure Event has ended and that the Seller will resume its obligations under this Contract.
9. In the event that the Force Majeure Event lasts for more than thirty (30) calendar days, either Party shall have the right to terminate this Contract, in which case the Seller shall refund to the Buyer all amounts paid by the Buyer within fifteen (15) days of the notice of termination.
10. **Notice**

All notices required or allowed to be given to each Party hereunder shall be in writing and shall be deemed delivered and received at the time of delivery in person, facsimile transmissions (if sent by facsimile transmissions, subject to confirmation of uninterrupted transmission by a transmission report), or verifiable email sending(s). Notices and communications shall be addressed to the Parties at their addresses respectively set forth below. The address of each Party for the purpose of notices or communications under this Agreement may be amended by giving advance notice in writing at any time to the other Party.

Notices to the Buyer shall be sent to:

Attention: XX

Address: 150 Tuas South Ave 5, Singapore 637363

Fax: +65-6499 7049

Tel.: +65-6499 XXXX

Email: XX

Notices to the Seller shall be sent to:

Attention: XX

Address: XX

Fax: XX

Tel.: XX

Email: XX

1. **Risk and ownership**

All risk and ownership of the Goods shall be passed to the Buyer upon delivery and acceptance by the Buyer.

1. **Liability**

The Seller agrees, to the fullest extent permitted by applicable laws, to irrevocably and unconditionally compensate and/or indemnify and hold the Buyer, its officers, employees or agents harmless from and against any and all suits, actions, legal and/or administrative proceedings, claims, demands, damages, losses, liabilities, interest, legal fees, costs and/or expenses of whatsoever kind or nature which the Buyer may be subject to and/or liable for, arising out of and/or in connection with the breach of the Seller’s obligations in this Contract.

1. **Warranties**
2. The Seller confirms that it has all the rights and licenses required to produce the Goods and assures the Buyer that the Buyer will not incur any losses as a result of any infringement of rights by the Seller.
3. The Seller shall provide the Buyer with all manufacturers' warranties, including but not limited to the warranty that the Goods shall be new, of good quality and free from defects in design, material and workmanship, and/or any right or claim of a third party including those in connection with industrial property rights.
4. Without any limitation to the foregoing, the Seller warrants to the Buyer that:-
5. the Goods, including their packaging, shall conform to specifications in accordance with Clause 1;
6. the Goods shall be fit for the purposes for which such Goods are ordinarily used and for purposes expressly made known to the Seller by the Buyer; and
7. the Seller shall provide operations and maintenance services to the Goods and necessary training support to Buyer’s representatives.
8. The Seller also warrants that the Goods are contained or packaged in a manner adequate to protect the Goods.
9. All warranties shall remain in effect for a period of two (2) years.
10. In the event that, during the warranty period, the Goods purchased under this Contract are found by Buyer to be defective or not conform with the Buyer’s specifications in accordance with Clause 1, upon written notification from the Buyer, the Seller shall, promptly and at its own expense, correct all such defects and non-conformities.
11. In addition to correcting the defective Goods, the warranty shall cover all costs necessary to completely repair the Goods and in particular costs associated with the following:-
12. determination of the costs of breakdowns;
13. labour;
14. spare parts;
15. repair and proper operation testing of the Goods;
16. transportation costs; and
17. disposal of material replaced.
18. If the defects and non-conformities cannot be corrected, the Seller shall, at the choice of the Buyer, either replace the defective Goods at the Seller’s cost or promptly reimburse the Buyer within XX days from the date of Buyer’s request for reimbursement.
19. Upon the expiry of the warranty, the Seller shall provide walk-in repair, and shall only invoice for the spare parts used in such repair.
20. Seller also warrants that the Goods shall be free from defects in title. Such warranty of title shall continue without limitation as to time.
21. **Protection of Intellectual Property**
22. The Buyer owns the intellectual property rights to any and all artwork and designs provided by the Buyer to the Seller. The Seller is not permitted to use or reproduce or allow (for any reason) anyone to use or reproduce such artwork and designs. Otherwise, the Buyer has the right to withhold payment to the Seller and take any necessary legal action to recover any and all damages and/or losses suffered by the Buyer.
23. The Seller shall settle or defend at its sole expense and pay any damages and/or costs awarded in any suits or proceedings brought against the Buyer arising out of and/or in connection with any claims that the use or sale of the Goods furnished under this Contract or part thereof constitutes an infringement of any patent or other intellectual property right.
24. **Quality, Health, Safety and Environment (QHSE)**

Each Party shall ensure that performance of its obligations under this Contract shall meet quality, health, safety and environment standards as required by laws and regulations in Singapore.

1. **Termination**

15.1 This Contract may be terminated as follows:-

15.1.1 by mutual written agreement;

15.1.2 by either Party, if the other Party commits a material breach of its obligations and such other Party does not cure such breach within thirty (30) calendar days after receipt of written notice by the non-breaching Party specifying the breach and asking for remedy;

15.1.3 should either Party be declared insolvent, or be the subject of proceedings for insolvency, liquidation or dissolution, or cease to carry on business or lack ability to pay its debts as they become due, this Contract may be terminated by the other Party; and

15.2 Upon the occurrence of an event described in Clause 15.1.3, this Contract shall terminate immediately upon written notice from the non-defaulting Party.

15.3 Any termination by any Party hereof shall not have any effect on each Party’s rights, liabilities and obligations, to the extent accrued prior to termination.

1. **Sanction and Anti-Corruption Clause**

16.1 None of the Parties, their legal/beneficial owners, their subsidiaries (if any), nor (to the knowledge of the respective Party) any of their respective officers, directors or employees, is the subject or target of any sanctions administered by the United Nations Security Council, the European Union, the Office of Foreign Assets Control of the U.S. Department of the Treasury, Singapore or China (collectively, “Sanctions”), nor are the Parties located, organized or resident in a country or territory that is the subject or target of broad and comprehensive countrywide or territory-wide sanctions administered by the United Nations, European Union, United States, Singapore or China. Either Party shall be entitled to terminate this Contract immediately upon written notice to the other Party if, at any time, the contents of this clause or any part thereof proves to have been or becomes untrue.

16.2 Each Party shall procure its officers, directors, employees, representatives, affiliates, consultants and/or advisors to comply with the applicable anti-corruption laws applicable to the relationship between them.

1. **Dispute Resolution**
2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be settled through friendly negotiation. In case no settlement can be reached within thirty (30) days of such negotiation, the dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the arbitration rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
3. The seat of the arbitration shall be Singapore.
4. The Tribunal shall consist of one (1) arbitrator.
5. The language of the arbitration shall be English.
6. The decision made by the SIAC shall be final and binding upon both parties, and the fees for arbitration shall be borne by the losing party unless otherwise awarded.
7. **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Republic of Singapore.

1. **Quality Assurance**
2. Quality Control. The Seller will adopt adequate procedures to ensure proper quality assurance and will, if requested, submit to the Buyer for review its quality control procedures and detailed quality control plan for Goods, including a detailed procedure defining the quality control and inspection regime (including identification of hold points and performance tests) to be used by the Seller to verify that the design and manufacture of the Goods is strictly in accordance with the requirements of this Contract. Any approval of or failure to approve such plan by the Buyer will not relieve the Seller of any of its obligations or liabilities under this Contract. The Seller will at all times during the performance of this Contract implement its quality control procedures and exercise full and adequate quality control, which includes the inspection and testing of the Goods during manufacture in accordance with the quality control plan.
3. Quality Assurance Management System. The Seller will operate a documented quality assurance management system that will at minimum contain the following requirements:-
4. a statistical process control system in which key process activities and measurements to be used are agreed upon with the Buyer or the Buyer’s nominated representatives and results of such system are reported to the Buyer or the Buyer’s nominated representative on a quarterly basis;
5. a member of the Seller’s senior management will have overall responsibility for the quality function;
6. there are clear procedures that provide for all aspects of quality management within the Seller’s organisation and responsibilities are delegated to all personnel who are in control of the functions that affect quality;
7. incidents of failure and quality defects are analysed and the results are fed back into the system;
8. quality assurance procedures are reinforced by, and cross referenced with, adequate engineering procedures;
9. the quality system is reviewed at regular intervals;
10. targets are set for performance in all manufacturing processes and services offered; and
11. a sampling plan for the Goods to be delivered to the Buyer is agreed upon with the Buyer and results of such sampling shall be made available to the Buyer upon the Buyer’s request.
12. Interim Action Plans. If a quality assurance management system is not presently in place, the Seller must produce a strategy and action plan as soon as possible, including quarterly progress reports for the implementation of the above quality assurance requirements. Until this implementation, the Seller will at least operate a quality assurance system specifically related to scope of this Contract.
13. **Miscellaneous**
14. Parties agree that a copy of the signed original of this Contract transmitted by facsimile or email shall be binding on the Parties and have the same force and effect as the signed original.
15. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. All Appendixes annexed to the Contract shall be an integral part of the Contract.
17. Confidentiality. Both Parties agree that based upon the principle of honesty and good-faith, neither Party will disclose, use or allow a third party to use the commercial secrets obtained in the process of execution and performance of this Contract. Otherwise, the violating Party shall indemnify the other Party for all the losses resulting therefrom.
18. Entire Agreement. This Contract contains the whole agreement between the Parties relating to the subject matter of this Contract and supersedes all previous agreements, contracts, letters of intent, memorandum of understanding etc. between the Parties relating to the subject matter.
19. Severability. The invalidity of any provision of this Contract shall not affect the validity of any other provision of this Contract.
20. Amendment. This Contract may only be amended or modified by the Parties in writing by mutual consent.
21. No Waiver. The failure of any one of the Parties to exercise, or the delay in the exercise of, the rights, powers or privileges under this Contract or other related agreements shall not be construed as a waiver of such rights, powers or privileges unless there is an express written waiver of such rights, powers and privileges. Any individual or partial exercise of such rights, powers or privileges shall not hamper the future exercise thereof.
22. No Assignment. No assignment, cession or transfer of any right or obligation arising under this Contract shall be made or revealed by either party to a third party without the previous consent of the other party.
23. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore to enforce any term of this Contract.

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| **For and on behalf of the Buyer**  Sinopec Lubricant (Singapore) Pte. Ltd. Name:  Title:  Signature and Company Stamp: | **For and on behalf of the Seller**  XX  Name:  Title:  Signature and Company Stamp |

**Appendix 1**

[INSERT]

廉洁从业责任书

Agreement on Business Ethics and Principles

甲方：中国石化润滑油(新加坡)有限责任公司

Party A: Sinopec Lubricant (Singapore) Pte. Ltd.

乙方：

Party B:

为规范甲乙双方的商业行为，维护公平竞争，经双方协商，签订本责任书。

For the purpose of regulating business activities and maintaining the fair competition, after kind negotiation, Party A and Party B herein agree to sign this Agreement on Business Ethics and Principles as follows:

第一条 任何一方应严格遵守双方注册地或主要住所地所在国有关反对商业贿赂和廉洁从业的各项法律规定，严格履行双方签订的合同或协议，恪守商业道德和正当竞争的市场行为准则，共同营造公平公正的商业交易环境。

Article 1. Either party shall strictly comply with relevant laws and regulations of anti-commercial bribery and business of ethics and principles of both parties’register locations or their main domiciles of their own country. Party A and Party B shall strictly execute any contracts or agreements signed by and between them, adhere to commercial morality and code of market conduct, to jointly build a fair and impartial business environment.

第二条 甲方应禁止本公司员工、代理人利用职务之便，向乙方及其相关单位和人员索要或接受折扣费、中介费、佣金、礼金、有价证券、支付凭证、贵重物品等任何好处；不得参加乙方及其相关单位安排的可能影响公平交易的宴请及健身、娱乐等活动；不得向乙方及其相关单位和人员提出超出工作范围之外的，可能影响公平交易的事项或要求。乙方发现甲方及其员工、代理人有违反本责任书规定的，应当予以拒绝，并及时向甲方监察部门通报。

Article 2. Party A shall prohibit any of its employees and agencies from taking advantages of their positions to request or accept discount fees, agency fees, commissions, gift-money, marketable securities, disbursement voucher, costly presents or any other valuable goods and services from Party B or any other relevant companies and personnel; and shall prohibit them from attending any banquets, gymnastic activities, entertainment or any other activities arranged by Party B or relevant companies which may affect the fair execution of business between Party A and Party B. Party A shall not make any requirements or demands on Party B or any other relevant companies or personnel that are beyond the working scope and may affect the fair execution of business between both parties. If Party A, its personnel and agencies are found to break rules of this Agreement, Party B shall reject those requirements or demands and report timely to Party A’s inspection and supervision department.

第三条 乙方应禁止本公司员工、代理人及其相关单位和人员，给予或允诺、暗示给予甲方员工、代理以折扣费、中介费、佣金、礼金、有价证券、支付凭证、贵重物品等任何好处；不得安排有可能影响公平交易的宴请、健身、娱乐等活动；不得为甲方员工、代理及其特定关系人提出的超出工作范围之外的，可能影响公平交易的任何事项提供便利。

甲方发现乙方及其相关单位和人员有违反本责任书规定的，有权选择索赔或在本公司、本公司控股企业及其关联企业内给予通报、限制或禁止与其交易的处理。

Article 3. Party B shall take all necessary measures to prevent its employees, agencies, relevant companies and personnel from offering, promising, or implying presenting discount fees, agency fees, commissions, gift-money, marketable securities, disbursement voucher, costly presents or any other valuable goods and services to Party A’s employees and agencies; and shall not arrange any banquets, gymnastic activities, entertainment or any other activities which may influence the fair and impartial execution of business between Party A and Party B; and shall not offer any improper convenience which is beyond the working scope and may affect the fair execution of business between both parties to Party A’s employees, agencies and special related person.

If Party B, or its relevant companies and personnel are found to violate the rules of this Agreement, Party A will be entitled to request the compensation, or to give notification among Party A, its holding companies and relevant enterprises, and to restrict or prohibit Party B to do business with Party A.

第四条 本责任书经双方签署后生效。甲乙双方签订交易合同的，本责任书作为交易合同附件，与交易合同具有同等法律效力；未签订交易合同的，本责任书独立有效。

Article 4. This agreement will come into effect as soon as it is signed by Party A and Party B. If contracts are signed by both parties, this agreement shall be deemed as the appendix of the contracts and have the same legal effect as that of the contracts; if no contracts have been signed by and between both parties, this Agreement shall be valid independently.

第五条 甲乙双方及其人员在商业活动完成后，发生或发现违反本责任书规定的行为，按本责任书规定处理。

Article 5. Party A, Party B and their personnel should conform to this Agreement strictly, and should be governed by this Agreement after the business activities are fulfilled.

第六条 本责任书以中文和英文书就，中文内容与英文内容之间的任何不一致，以英文/中文内容为准。

Article 6. This agreement has been made out in both

Chinese and English versions. In case of any divergence of interpretation, the English/Chinese version shall prevail.

第七条本责任书一式两份，甲乙双方各执一份，具有同等法律效力。

Article 7. This Agreement is made in two copies, one copy to be held by each party, and each copy is legally of equal effect.

甲方单位：中国石化润滑油(新加坡)有限责任公司

Party A: Sinopec Lubricant (Singapore) Pte. Ltd.

姓名/Name:

职称/Designation:

电话/Telephone Number:

日期/Date:

签名和公章/Signature and company stamp:

乙方单位：

Party B:

姓名/Name:

职称/Designation:

电话/Telephone Number:

日期/Date:

签名和公章/Signature and company stamp: