

1. **DEEPBLUE Pte Ltd** whose registered office is at 16 Raffles Quay, #16-02 Hong Leong Building, Singapore 048581, (hereinafter referred to as **the company**) has been instructed by **XXXXXX**, whose registered address is XXXXXXXXXXXXXXXXXXXXXXXXXX, (hereinafter referred to as **the client**) to provide the services indicated in **Annex 1**.
2. The company warrants that all engineering, design and consultancy shall be of the highest international standard and as per the clients written requirements.  
As an engineering and consultancy company, where the company receives information that is confidential to the client, the company will owe the client a duty to preserve the confidentiality of that information. As the company, will owe the same duty to others who are, or have been, clients, by agreeing to instruct the company on these terms, the client accepts that the company's provision of services to the client does not permit the company to disclose to the client, or use for their benefit, any confidential information that the company currently may have, or may obtain, in relation to any other client.
3. Invoices for services rendered will be submitted for payment as agreed in **Annex 2**. In any case all invoices for preparation of any written report shall be paid by the client in full before such report is released.
4. Unless expressly agreed in writing to the contrary, expenses and disbursements (travel, outstation accommodation,) shall be charged separately and in addition to any agreed fees. All air travel and accommodation for Directors (including Associate Directors) and Senior Consultants shall be business class or equivalent.
5. In the event of failure to pay any monies in accordance with Clause 3 hereof, the company will be entitled to interest on any monies owed to it by the client, such interest to be at a rate of 1% above the best lending rate of The Development Bank of Singapore (DBS) from time to time calculated from the date payment is due to the date of actual payment.
6. The company may deduct any monies referred to in Clauses 3, 4, 5, 6, 12, 13, 14 and 15 hereof which are unpaid, from any amounts received by the company on behalf of the client and/or from any amounts paid or to be paid on behalf of the client into the company's client account.
7. The company may deduct any monies for which the client is liable to the company under any other terms of appointment between the company and the client from any amounts received by the company on behalf of the client and/or from any amounts paid or to be paid on behalf of the client into the company client's account.
8.
  - (i) The remuneration payable to the company under the terms of Clauses 3 to 6 shall continue to be payable by the client to the company notwithstanding the termination of this agreement.
  - (ii) The client may not withhold or reduce any sum payable to the company under the appointment by reason of claims or alleged claims against the company.
  - (iii) If any item or any part of an item of any account is disputed or subject to question by the client the payment by the client of the remainder of that account shall not be withheld on those grounds.
9. The company reserves the right to suspend or to withdraw its services in such circumstances as it alone thinks fit. Without prejudice to the generality of the foregoing, such instances will include:-
  - (i) Failure by the client to pay any invoice in full in accordance with these terms of appointment.
  - (ii) Failure by the client to pay any invoice in full in accordance with any other terms of appointment between the company and the client.
  - (iii) Failure by the client, despite requests, to issue adequate instructions or information.

10. All documents, calculations, analysis, drawings issued by the company to the client is deemed fully accepted by the client if no comments are received from the client within 7 days of issue of such documents, drawings, analysis etc. As such they are fully accepted and are the full responsibility of the client. Omissions or mistakes in the document are therefore the full responsibility and liability of the client including any impacts or consequences of such omissions or mistakes on the complete projects, the client and the client subcontractors.
11. Where services are suspended or withdrawn, the company and the client agree that the company may retain all relevant documents including client's documents until payment in full is received for any invoices.
12. The company may, in its discretion, require sums to be paid prior to commencement of work on account of fees likely to be incurred.
13. If at any time prior to completion of its work under this agreement the company is prevented from such completion by any act or default of the client then the company will be entitled to be paid by the client any costs or expenses or losses including loss of profit arising from such act or default in addition to monies referred to in Clauses 3 to 6 hereof. For the avoidance of doubt any act or default as aforesaid would include engaging others to carry out the services (or any part of them) to be carried out by the company.
14. All reports, surveys, opinion and other documents produced or commissioned by the company will be treated by the client as confidential and they shall not be disclosed or passed to any third party by the client without prior consent of the company unless the same shall have already been made public or shall have entered the public domain otherwise than a breach by the client of this clause. The company shall accept no liability of whatever nature for claims from third parties to whom the contents of such reports, surveys etc are made known directly or indirectly by the client, in respect of which claims the client shall fully indemnify the company against any loss, damage, costs or expenses of whatsoever nature suffered by the company.
15. Unless otherwise directed by the client in writing, the company may include references to the services (save for confidential material) provided to the client in the company's promotional material.
16. Any reports, surveys, opinion and documents produced or commissioned by the company and/or its related persons shall belong to the company and are under the company's copyright. The client must obtain written approval before copying or reproduction by any means.
17. For efficiency and to minimise costs the company may communicate with the client predominantly by electronic mail (e-mail). Unless the client instructs the company otherwise in writing, the company will communicate with the client by e-mail as well as via other media, including fax, post and courier.
18. This agreement is governed by the laws of Singapore.
19. Any dispute or difference under this agreement shall be decided by the courts or the Small Claims Tribunal of Singapore as appropriate. Provided that the company may elect to have the dispute or difference referred to and determined by arbitration at Singapore International Arbitration Centre and in accordance with its Domestic Arbitration Rules.

-END-

## **ANNEX 1**

### **Scope of Work:**

.

## ANNEX -2

### Commercial:

1. Lumpsum of XXXX
2. 50% at issuance of the PO
3. 40% at the end of first issue
4. 10% at the final issue
5. Payment terms 14 days from date of issue of Invoice

### Others:

The Client to issue a Purchase Order

### Correspondence address & information:

DEEPBLUE Pte Ltd

Attn: Yves De Leeneer

10 Tuas West Drive, 638404 Singapore

Email : [yves.dl@deepblue.sg](mailto:yves.dl@deepblue.sg)

Mobile : + 65 9615 0549