

**PART B**

**THIS SECTION APPLIES TO AND GOVERNS THE PURCHASE OF GOODS AND SERVICES BY THE FOLLOWING COMPANIES, VIZ:**

**ST ENGINEERING URBAN SOLUTIONS LTD. (FORMERLY KNOWN AS: ST ENGINEERING ELECTRONICS LTD.)  
ST ENGINEERING ELECTRONICS LTD - ABU DHABI BRANCH  
ST ENGINEERING ELECTRONICS LTD - DUBAI BRANCH  
ST ENGINEERING ELECTRONICS LTD - AUSTRALIA BRANCH  
ST ENGINEERING SPACETECH PTE. LTD.  
ST ENGINEERING AUTONOMOUS SOLUTIONS PTE. LTD.  
ST ENGINEERING MOBILITY SERVICES PTE. LTD.  
STA INSPECTION PTE. LTD.  
ST ENGINEERING INNOSPARKS PTE. LTD.**

**TO THE EXTENT INDICATED BELOW, THIS SECTION SUPPLEMENTS AND AMENDS PART A OF THE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES, AND FORMS PART OF THESE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES.**

**1 PURCHASE**

THE PURCHASE ORDER WILL LAPSE UNLESS UNCONDITIONALLY ACCEPTED BY THE SELLER IN WRITING WITHIN 14 DAYS FROM THE DATE OF THE ORDER. UPON ACCEPTANCE, THERE SHALL BE A BINDING CONTRACT BETWEEN THE BUYER AND THE SELLER.

**2 REJECTION OF THE GOODS AND SERVICES**

WITHOUT PREJUDICE TO THE OTHER RIGHTS OF THE BUYER FOR BREACH BY THE SELLER WHERE ANY OF THE GOODS SUPPLIED TO THE BUYER ARE NOT IN ACCORDANCE WITH THE CONTRACT THE SELLER SHALL AT THE OPTION OF THE BUYER FORTHWITH UPON NOTICE BEING GIVEN EITHER REPAIR OR REPLACE SUCH GOODS. IF IT IS NECESSARY TO OPEN UP OR DISMANTLE ANY OTHER WORKS OR ASSEMBLIES TO PERMIT SUCH REPAIR OR REPLACEMENT THEN THE SELLER SHALL BEAR THE COST OF SUCH OPENING UP OR DISMANTLING AND OF RE-ASSEMBLY AND MAKING GOOD AFTER REPAIRS, REPLACEMENTS AND TESTING OF SUCH GOODS HAVE BEEN COMPLETED TO THE BUYER'S REASONABLE SATISFACTION.

3 TERMINATION

THE BUYER SHALL BE ENTITLED TO TERMINATE THE CONTRACT IN RESPECT OF ALL OR PART ONLY OF THE GOODS AND/OR THE SERVICES BY GIVING NOTICE TO THE SELLER AT ANY TIME PRIOR TO DELIVERY OR PERFORMANCE, IN WHICH EVENT THE BUYER'S SOLE LIABILITY SHALL BE TO PAY TO THE SELLER THE PRICE FOR GOODS OR SERVICES SUPPLIED TO AND ACCEPTED BY THE BUYER PRIOR TO SUCH TERMINATION.

5 LIQUIDATED DAMAGES

IF THE GOODS ARE NOT DELIVERED OR THE SERVICES NOT PERFORMED ON THE SCHEDULED DATES, THE BUYER SHALL (WITHOUT PREJUDICE TO ANY OTHER REMEDY UNDER THE CONTRACT OR OTHERWISE) HAVE THE RIGHT TO DEDUCT FROM THE PRICE OR (IF THE BUYER HAS PAID THE CONTRACT PRICE) TO CLAIM FROM THE SELLER LIQUIDATED DAMAGES FOR DELAY AT ONE PERCENT OF THE CONTRACT PRICE PER DAY UP TO A MAXIMUM OF TEN PERCENT.