The Purchase Order Terms and Conditions together with its purchase order(s) (the “Order(s)”), user manuals, instructions, training materials, system manuals, specifications and all other Seller materials that describe the Products or Services (collectively, “PO”) is between the Affiliate purchasing Products or Services as identified on an Order (“Refinitiv”) and the supplier of Products or Services (“Seller”).

1. Definitions.

“Affiliate” means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with, the Seller, or any business entity that is a Subsidiary, Parent or Affiliate of the Seller. “Confidential Information” includes any information disclosed by Seller that is not generally known to the public. “Customer” or “Customer Entity” means any entity or its business and assets. “Products” means the equipment, materials, and other goods (including products manufactured, or reconditioned; and (j) it will perform the Services in a repair, replacement or reperformance. This new and not used, remanufactured, or serviceable condition. (k) The Seller will agree to pay Seller on the Monday prime lending rate of banks in Singapore (“PO”). Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the PO to any third party. The PO are deemed superseded by the PO and will promptly cancel all existing under applicable laws; (b) it has all necessary right, title, license and authority to enter into the Order and, including but not limited to, Refinitiv’s requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. The Seller shall inform Refinitiv forthwith in the event of such changes being materially burdensome to the Seller.

2. Orders.

Refinitiv may procure Products and Services from Seller by issuing an Order to Seller, and Seller shall provide such Products and Services as set forth in the Order. Prior to the due date for payment, the Seller’s sole remedy shall be to charge interest at the annual rate of the remaining provisions of the PO, there is no additional adjustment of the price, quantity, or the delivery or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments without Refinitiv’s prior written authorization. Refinitiv may, from time to time, request reasonable changes in writing to the scope of the Order, including but not limited to, Refinitiv’s requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. The Seller shall inform Refinitiv forthwith in the event of such changes being materially burdensome to the Seller.

3. Delivery of Products.

Unless otherwise requested or authorized by Refinitiv in writing on or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall include in its shipment all user manuals, manufacturer warranties, or other materials that such materials exist, that the Product manufacturer is not liable for any claims, damages, losses, injuries, or any liability, except in connection with the Products or Services as identified on an Order, “Services” means the services that are provided by Seller including, without limitation, installation, configuration, maintenance and support, as identified in an Order.

4. Returns.

Refinitiv may return Products to Seller within six months of Refinitiv’s Product receipt and reasonable reimbursement to Seller for all reasonable costs incurred. Refinitiv, within 24 hours of receiving a notification of return, shall identify the source of the returned invoice and⺁e remaining provisions of the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

5. Compliance with Refinitiv Procedures; Insurance.

If the Services are performed at a Refinitiv location, Seller’s personnel will observe and comply with Refinitiv’s security procedures, rules, regulations, and policies (as updated from time to time) and Seller will use its best efforts to minimize any disruption to Refinitiv’s normal business operations at all times. Seller shall comply with Refinitiv’s Shipping Material Authorization (“RMA”) number. If the return is due to Refinitiv’s error, the shipping terms for the returned Products are D.A.P. (named place of destination) unless otherwise specified on an Order (“INCOTERMS 2010”). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.


Shipping terms are D.D.P. (named place of destination) unless otherwise specified on an Order (“INCOTERMS 2010”). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

7. Pricing.

Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of all changes in quantity and other terms, and provide a credit memorandum to Seller in the Refinitiv as is or may become eligible. Unless otherwise specifically permitted in the PO, there is no additional charge to Refinitiv for Seller to perform its obligations or for Refinitiv to exercise its rights under the PO.

8. Invoicing; Payment; Taxes.

Seller will invoice Refinitiv following its shipment of the Products or its performance of the Services. Refinitiv agrees to pay Seller on the following net 60 days of receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims that money due or to become due to Seller from Refinitiv shall be subject to deduction by Refinitiv for any setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via any Refinitiv-designated procurement card, company cheque, or telegraphic funds transfer. Prices do not include any goods and services, value-added, sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Seller will separately state them on the invoice. Refinitiv has no obligation to pay any taxes or fees that are based on Seller’s net income. If any agreed upon adjustment of the price remains unpaid after the due date for payment, the Seller’s sole remedy shall be to charge interest at the annual rate of 2% above the prime lending rate of banks in Singapore from time to time, such interest to accrue on a monthly basis.


Warranties. Seller represents, warrants and undertakes to Refinitiv that: (a) it is an entity validly existing and capable of exercising all rights and powers granted to it by the terms and conditions of the PO and to perform all its obligations hereunder; (c) Seller’s performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller; (e) all applicable agreements with its employees and contractors to perform its obligations under the PO; (f) the Products and Services are free of all liens and encumbrances and there are no actual or threatened claims pending that could have a material adverse effect on Seller’s ability to perform its obligations hereunder or on Refinitiv’s enjoyment of the PO granted hereunder; (h) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (i) the Products and Services are free of all material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (j) the Products and Services are suitable for the intended purpose, if the purpose is made known to Seller and Refinitiv relies on Seller’s judgment and selection; (k) the Product is new and not used, remanufactured, or reconditioned; and (l) it will perform the Services in a professional and workmanlike manner. If the Seller can demonstrate (a) is or becomes generally available to the public other than as a result of the Seller’s gross negligence or willful misconduct, then Refinitiv will be entitled to a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

10. Indemnification.

Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, or proceedings made against Refinitiv (“Claims”) or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) (‘‘Liabilities’’), and shall pay all costs associated with the Claims. If any Claim is made or reperforms. However, that Refinitiv may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

11. Confidential Information.

All goods (including but not limited to materials, systems, software, hardware, tooling and equipment) and information acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller from Refinitiv, or acquired in connection with the PO, or otherwise acquired by Seller in connection with the PO, or the name, trade names, trademarks or service marks of Refinitiv, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Refinitiv, which consent may be withheld.

12. Rights Assignment.

Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the PO to any third party. The PO is binding upon the parties’ respective successors and permitted assigns.

13. Compliance with Laws.

The parties shall comply with all laws and regulations of a country, while in that country, as the laws and regulations may change from time to time.


No course of dealing, course of performance, or failure of either party to enforce any PO provision is to be construed as a waiver of the provision.

15. Remedies; Attorney Fees and Costs.

Refinitiv’s remedies and remedies in the PO are cumulative and not exclusive. Notwithstanding any other provision of the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.


All matters arising out of or relating to the PO shall be governed by and construed in accordance with the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

17. Severability.

If any PO provision is held invalid or unenforceable, such provision shall be deemed deleted from the PO and replaced by a valid and enforceable provision which so far as possible achieves the purposes the parties’ intent in agreeing to the original provision. The remaining provisions of the PO will stay in effect.

18. Preprinted Terms and Conditions.

Any preprinted terms and conditions on a quotation, acknowledgment, invoice, or similar document which conflict with the terms of the PO are deemed superseded by the PO. Licensing terms, which may accompany Products, will supplement the terms of the PO where the terms of the PO and licensing terms conflict. In any action brought under the PO, Refinitiv is entitled to receive all costs and reasonable attorney’s fees on a full indemnity basis.

20. Agreeing to Product and Services, such agreement supersedes the PO.

21. Entire Agreement.

Except as otherwise allowed in Section 22, the PO constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in writing signed by the parties. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.

22. Rights of Third Parties.

Save for any Affiliate of Refinitiv which may enforce the terms of the PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act (the “3RPA”) provision, as amended from time to time, subject to the limitations and exclusions of liability contained in the PO and provided that the parties to the PO may cancel or vary the terms and conditions of the PO without the consent of such Affiliates, no other third party will be
entitled to enforce any of the terms of the PO under the CRTP Act, as amended from time to time, or otherwise.

25. Notice. Notices under the PO must be in writing and may be delivered by hand or registered mail to the addresses of the parties. Notice will be deemed given upon written acknowledgment of receipt by the receiving party.

26. Dispute Resolution. Any dispute, controversy or claim arising out of or in relation to the PO, or the breach termination or invalidity thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (SIAC Rules, 2nd edition, 22 October 1997) or such amendment(s) thereto for the time being in force. The arbitration shall be conducted in the English language before a Tribunal of three (3) arbitrators.