

General Business Terms and Conditions

Oskefer Consulting Private Limited (hereinafter referred to as “Oskefer”)

1. General

- 1.1. Oskefer provides consultancy services (“the Services”) to its Client. The appointment of Oskefer shall be made in writing and take effect from the date on which Oskefer accepts the appointment.
- 1.2. Unless otherwise agreed in writing, Oskefer shall identify the party as the Client from whom the appointment is received.
- 1.3. Oskefer’s General Business Terms and Conditions (“the Terms”) are applicable to all Services provided by Oskefer. The Terms shall not be varied except by written agreement from Oskefer.

2. Duties and Responsibilities

2.1. Client

- 2.1.1 The scope of the Services shall be defined in writing by the Client upon the appointment of Oskefer. Modification or extension of the scope shall be additionally agreed upon in writing and additional charges may apply.
- 2.1.2 The Client shall provide the necessary information and/or documents for the Services including but not limited to any previous test and/or inspection and/or investigation reports, product specifications, catalogues, and instruction manuals, and ensure the provided information and/or documents accurate and correct in all aspects. If certain necessary information or documents cannot be provided, Oskefer’s report may rely on some assumption(s) based on Oskefer’s best knowledge.

2.2. Oskefer

- 2.2.1 Oskefer shall exercise reasonable care and skill in the performance of the Services, but all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 2.2.2 Oskefer shall be entitled to engage sub-contractors for the purpose of delivering the Services. However, Oskefer shall only engage the sub-contractors who are considered to have adequate qualifications and experience.
- 2.2.3 Oskefer shall promptly notify the Client of any conflict of interest which would render it undesirable for Oskefer to continue to work for the Client for the specific appointment.
- 2.2.4 Oskefer’s Duties and Responsibilities to the Client shall be limited solely to the scope of the Services set out by the Client in accordance with clause 2.1.1 and accepted by Oskefer in writing.

3. Liability

- 3.1 Oskefer shall not be liable for any loss, damage, delay, or expense of whatsoever nature, whether direct or indirect and howsoever arising in the course of, or otherwise related to, any work unless the same is proved to have resulted from gross negligence or willful default of Oskefer or any of its directors, employees, or contractors.

- 3.2 Oskefer shall not be liable if its contractual performance is delayed due to any cause beyond its reasonable control. In such event, Oskefer shall have the option at its sole discretion to either (a) extend the period for performance in accordance with the period of delay or (b) terminate the appointment for the Services.
- 3.3 Any person making claims under this contract shall without delay inform Oskefer in writing about any potential damages for which Oskefer could be liable, within twelve (12) months of issuing the final report. Oskefer shall not be liable for any claims made later than twelve (12) months from the issuing of the final report.
- 3.4 If claims for damages against Oskefer are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of Oskefer.
- 3.5 Any report or advice rendered to the Client by Oskefer is intended for the sole use of the Client and no responsibility or liability is accepted to any third parties and no third parties shall be entitled to benefit from or enforce these terms.
- 3.6 Oskefer’s total liability to the Client under or in connection with the appointment for the Services and/or in tort (including gross negligence) in any event (other than death or personal injury resulting from Oskefer’s gross negligence), or series of events, shall not exceed five (5) times of the professional fees paid by the Client to Oskefer in respect of the Services or Singapore Dollars 200,000 whichever is lower.

4. Fees and Payment

- 4.1 Unless specifically agreed by a formal quotation, Oskefer’s fees are based upon time expended and expenses incurred to perform the Services. The Client will be advised of charge rates at the time of the appointment.
- 4.2 All reasonable expenditures incurred by Oskefer to perform the Services will be charged at cost. The invoice(s) should be retained by Oskefer and provided to the Client upon request.
- 4.3 In the event any of the employees, directors, or consultants of Oskefer is requested by the Client or summoned by the court upon application by the Client for his attendance in court as an expert witness on the subject of Services provided, the Client agrees and shall pay Oskefer for such attendance in court based on Oskefer’s prevailing rates for court attendance.
- 4.4 All the quotations or fee estimates provided by Oskefer are net of any taxes, levies, or duties. The Client agrees to indemnify and pay Oskefer for all taxes, levies and duties including, but not limited to withholding tax which Oskefer may be liable to pay as a result of providing the Services to the Client herein.

- 4.5 Reasonable advance payments may be requested by Oskefer. Partial invoices covering services already rendered may be issued quarterly if the project continues for more than three (3) months.
- 4.6 For companies who are given credit terms by Oskefer, an invoice will be issued when a project is completed, and the fees shall be remitted to Oskefer within thirty (30) days of issuing the invoice.
- 4.7 Any objections to invoices must be made through email to Oskefer within fourteen (14) days from the issuing of the invoice.
- 4.8 When the Client decides to cancel the appointment for the Services, he may only do so by giving a formal notice through email to Oskefer within three (3) working days after confirmation of the order. The Client will be charged for all Services performed prior to such cancellation.

5. Confidentiality

- 5.1 Oskefer shall have the right to copy and file any written documents submitted which are essential for the performance of the Services.
- 5.2 Oskefer, its directors and employees, and the expert engineers called in by Oskefer shall not, without authorization, disclose or use any confidential information belonging to the Client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to Oskefer prior to such disclosure; or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of Oskefer; or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by Oskefer without reference to the disclosed confidential information.
- 5.3 By engaging Oskefer for the Services, the Client permits Oskefer to use and/or process data, including personal data, for the proper performance of the Services and other permissible purposes. Oskefer shall comply with applicable personal data protection laws.

6. Intellectual Property

- 6.1 Each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the appointment and, except as explicitly set out in writing, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights.
- 6.2 In addition to the information and documents provided by the Client, all intellectual property rights in the report(s) and/or technical document(s) created and issued by Oskefer in connection with the appointment shall belong to the Client. The intellectual property rights of all other materials, including but not limited to information, documents, photographs, videos, etc., independently obtained and/or created by Oskefer, shall belong to Oskefer.
- 6.3 Oskefer shall have the right to use general knowledge acquired in connection with the appointment.
- 6.4 The Client may only make the report(s) issued by Oskefer available, wholly or partially, to third parties, without altering the content, context or original language of the report(s).

7. Retention and Disposal of Samples and Documents

- 7.1 Unless there is a written request made for the return or storage of the sample(s) at the time when they are delivered to Oskefer for the Services, all sample(s) provided to Oskefer will be disposed of after six (6) months from the date of the final report issued to the Client by Oskefer.
- 7.2 Oskefer reserves the right to charge for storage of the sample(s), based upon the size of the sample(s) and the storage duration. Oskefer also reserves the right to charge for all costs of the return and disposal of the samples.
- 7.3 Unless otherwise agreed, Oskefer will keep all the Client's documents digitally for seven (7) years since the issue of the final report after which Oskefer has the authority to destroy them. Oskefer does not keep hardcopy documents as it operates a paperless system.

8. Independent and Neutral Status

- 8.1 Oskefer maintains its independent and neutral status at all times. An instruction from a Client does not prohibit Oskefer from acting for other parties in subsequent separate appointments involving that Client.
- 8.2 Oskefer reserves the right to void any enquiry or appointment, if after an appropriate period as determined by Oskefer, no work has been carried out and no further instruction provided. In such circumstances, Oskefer also reserves the right to work for any other party in relation to the same subject matter as that enquiry or appointment.

9. Indemnity

The Client shall indemnify Oskefer for all loss or damages suffered and cost and expenses incurred by Oskefer and all claims by any third parties as a result of the provision of the Services (including but not limited to the improper use of the reports, supply of inaccurate information and/or documents to Oskefer or any claim by a third party for infringement or intellectual property rights and/or for the discovery of information and/or for delivery of documents or samples) unless the same is caused by the act of Oskefer.

10. Force Majeure

Neither Oskefer nor the Client shall be liable for any loss, damage, delay, or failure in performance arising or resulting from the cause(s) which are beyond the reasonable control of the affected party, such as act of God, war, seizure under legal process, government regulations, malicious attack, etc.

11. Governing Law

- 11.1 The appointment for the Services shall be governed by and construed in accordance with the laws of Singapore.
- 11.2 Oskefer and the Client agree to submit to the non-exclusive jurisdiction of the Singapore Courts.