

## **PURCHASE ORDER GENERAL TERMS AND CONDITIONS for the purchase of products and services by CSSK.**

**PRECEDENCE.** In the event of any inconsistency between the terms of the General Terms and Conditions, the Purchase Order Form (including the Special Terms and Conditions), and any attachments to the Purchase Order, the terms of the Purchase Order Form shall prevail. If the Purchase Order is issued in conjunction with an executed service or supply agreement between CSSK and the Supplier, the terms of such agreement shall prevail over all other terms.

### **1 DEFINITIONS**

- 1.1 In this Purchase Order, the following expressions shall have the meanings assigned to them:
  - 1.1.1 **"Client"** means, where applicable, the client for whom the Materials are to be purchased under this Purchase Order and its legal successors or assignees.
  - 1.1.2 **"CSSK"** means Cummins Sales and Service Korea Co., Ltd. and includes its legal successors or assignees.
  - 1.1.3 **"General Terms and Conditions"** means the terms and conditions hereinafter set out.
  - 1.1.4 **"Jobsite"** means the land and other places upon which the Materials are to be constructed, and such other land or places as may be specified in this Purchase Order as forming part of the Jobsite.
  - 1.1.5 **"Materials"** means (a) any materials, machinery, tools, supplies, equipment, articles, or any other items to be supplied to CSSK by the Supplier under this Purchase Order and (b) any materials, machinery, tools, supplies, equipment, articles or any other items to be supplied to the Supplier by the Sub-Supplier in connection with this Purchase Order.
  - 1.1.6 **"Purchase Order"** means the Purchase Order Form issued to the Supplier, the Special Terms and Conditions, if any, and these General Terms and Conditions together with any specifications, requisitions, drawings, and other related documents that are attached thereto or referred to therein.
  - 1.1.7 **"Purchase Order Form"** means the purchase order form issued by CSSK to the Supplier.
  - 1.1.8 **"Services"** means the inspection, site services, installation of the Materials (if required under the contract) and other services to be performed by the Supplier under the Purchase Order.
  - 1.1.9 **"Special Terms and Conditions"** means the terms and conditions specific to this Purchase Order, details of which are attached to the Purchase Order Form.
  - 1.1.10 **"Sub-Supplier"** means the person, firm or corporation who supplies the Supplier with materials, machinery, tools, equipment, articles, items, or other work or services that are used by the Supplier in connection with this Purchase Order and includes its legal successors or permitted assignees.
  - 1.1.11 **"Supplier"** means the person, firm, or corporation to whom this Purchase Order is issued and includes its legal successors or permitted assignees.

### **2 ACCEPTANCE AND ENTIRETY OF AGREEMENT**

- 2.1 The Purchase Order Form is an offer by CSSK to purchase the Materials and/or Services and the Supplier shall acknowledge receipt of the Purchase Order without delay.
- 2.2 Acceptance of the Purchase Order Form (whether made by written or oral acknowledgment or delivery of the Materials and/or performance of the Services, whether in whole or in part) constitutes acceptance by the Supplier of these General Terms and Conditions.
- 2.3 Upon acceptance of the Purchase Order Form, this Purchase Order shall constitute the entire agreement as executed between CSSK and the Supplier.
- 2.4 Any prior understandings and agreements written or oral, offer by CSSK to the Supplier or quotation from the Supplier which is inconsistent with the terms of the Purchase Order shall either be (a) superseded or (b) expressly made conditional on the Supplier's written acceptance of the terms thereof.
- 2.5 CSSK shall not be bound by any statement, representation, promise, inducement, or understanding of any kind which is not stated in this Purchase Order, whether written or oral, express or implied by common law, statute or custom.
- 2.6 Any change, amendment, modification or qualification of any terms and conditions of this Purchase Order shall be made in writing and executed by the parties.
- 2.7 For the avoidance of doubt, CSSK is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between CSSK and the Supplier.
- 2.8 In the event of a direct purchase wherein the contract amount is equivalent to \$1M SGD or above, a Direct Supply Agreement (DSA) if deemed necessary by Cummins shall be executed. Such DSA shall govern and take precedence over this PO terms and conditions.

### **3 CONFLICTS AND DISCREPANCIES**

- 3.1 The Supplier verifies, endorses and represents that all documents and information that the Supplier has received from CSSK are sufficient and accurate for its performance of the work under this Purchase Order.
- 3.2 If either the Supplier or CSSK shall find any inconsistency, conflict or ambiguity with or between the documents of this Purchase Order, the party shall immediately notify the other party of the same, and the Supplier shall promptly advise CSSK in writing of its proposed amendment(s) to remove or clarify the inconsistency, conflict or ambiguity.
- 3.3 The parties shall first meet to in good faith to mutually discuss any dispute, conflict or clarification arising out of clause 3.2.

### **4 PRICE AND PAYMENT**

- 4.1 Unless otherwise expressly stated in this Purchase Order, all prices specified in this Purchase Order are fixed and are not subject to any adjustments whether due to price escalation or any other reason whatsoever, unless the prior written authorization by CSSK's Purchasing Department has been obtained with respect to such adjustments.

- 4.2 Unless otherwise expressly stated in this Purchase Order, any applicable goods and services, sales, use, or similar taxes levied in the country of manufacture and export and all charges, fees and other expenses (including packaging and delivery charges) are included in the price.
- 4.3 Payment terms are net 60 (sixty) days unless otherwise noted on the face of this Purchase Order. For the avoidance of doubt, payment shall not be deemed to constitute acceptance or any waiver by CSSK of any damaged or defective or non-complying Materials.
- 4.4 CSSK shall have the right to offset from any payment to be made to the Supplier and any monies claim to be due from the Supplier to CSSK, regardless of whether such monies are due under this Purchase Order or not.
- 4.5 CSSK shall have the right to retain and/or withhold from any payment to be made to the Supplier any monies which have not been agreed by the Supplier to be retained or withheld but is reasonably considered by CSSK to be due from the Supplier to CSSK. Such monies may include, where appropriate, any claim that CSSK may have for loss, cost, expense, or damage which CSSK has suffered or incurred, or which CSSK reasonably anticipates that it is likely to suffer or incur, as a result of a breach or non-observance of the terms of this Purchase Order by the Supplier. Upon agreement by the Supplier of the amount due from the Supplier to CSSK, CSSK shall immediately make settlement of the difference between the amount withheld by CSSK and the agreed amount.

### **5 TERMS OF DELIVERY**

- 5.1 The delivery terms of the Materials shall be as stated in this Purchase Order.
- 5.2 The delivery of the Materials shall be completed by the date(s) specified on the Purchase Order Form or as otherwise agreed by CSSK in writing. Time is of the essence in the performance of the Supplier's obligations under this Purchase Order.
- 5.3 Without prejudice to Clause 5.2, the Supplier shall only deliver the Materials after confirmation with CSSK as to the location(s) and time(s) specified on the Purchase Order Form.
- 5.4 Materials delivered in excess of the amount specified in the Purchase Order may be refused and returned to the Supplier at the Supplier's cost and expense. CSSK shall have no obligation to pay for any Materials (including Services) performed in excess of that called for or required by the Purchase Order.
- 5.5 Each package shall be clearly marked with the Supplier's name and CSSK's Purchase Order number and reference (if any), delivery address, the Supplier's address and any other details required by CSSK.
- 5.6 The Supplier shall be responsible for proper packaging, loading and tie-down of the Materials to be delivered to prevent damage during transportation. All charges, costs and expenses relating to packing, crating, loading, or storage are included in the price stated in the Purchase Order.
- 5.7 All Materials shall be suitably packed having regard to the nature of the Materials, to withstand normal freight handling and to withstand extended periods of storage. If the Materials or any parts thereof are damaged due to faulty or inadequate packing, the damaged Materials or parts thereof shall be repaired or replaced at the Supplier's expense whether or not delivery has been accepted. The risk of loss or damage in transit shall always remain with the Supplier.
- 5.8 The Supplier shall, upon CSSK's request, suspend shipment and delivery of Materials until further notification by CSSK to the Supplier.

### **6 TITLE**

- 6.1 Without limiting the rights of CSSK with respect to damaged or defective or non-complying Materials, the legal and beneficial title to the Materials shall pass to CSSK upon delivery and unloading of the Materials in accordance with terms of delivery.
- 6.2 The Supplier warrants that neither the Supplier nor anyone claiming under or through the Supplier shall have or shall claim to have any lien, claims, encumbrance or security interest whatsoever against the Materials.
- 6.3 CSSK shall be entitled, at any time, to require the Supplier to produce written evidence satisfactory to CSSK of the CSSK's title in the Materials and absence of any such liens, claims, encumbrances and security interests, and shall be entitled to withhold payment for such Materials pending receipt of such evidence.

### **7 QUALITY OF SUPPLY**

- 7.1 Supplier warrants that (a) all Materials shall meet the requirements of all the specifications, drawings and/or samples furnished in connection with this Purchase Order, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect, and (b) no Materials delivered shall be of a lesser quality or standard than the corresponding samples or previous samples received by CSSK from the Supplier. The Supplier's warranties shall survive CSSK acceptance of, inspection of, and payment for the Supplies. Where the Materials include Services, the Supplier warrants that the Services will be provided in a timely, diligent, efficient and skilful manner.
- 7.2 CSSK, the Client, and their designated representatives shall have the right to directly access Supplier's and any Sub-Supplier's Jobsites to enable CSSK, the Client, and their designated representatives to take necessary actions at such locations for the purpose of and in connection with their verification of the Supplier's and/or the Sub-Supplier's compliance with the quality assurance requirements.
- 7.3 The Supplier shall notify CSSK immediately prior to the acceptance of this Purchase Order if the Supplier is unable to meet any of the requirements the Purchase Order, which shall include the specifications, drawings and/or samples, terms or the delivery schedule of this Purchase Order.
- 7.4 With respect to any Materials which do not meet the requirements of this Purchase Order, CSSK shall have the right, at its sole option, to (a) return such Materials and require Supplier to repair, replace or re-perform such Materials or Services at its own cost and expense immediately after notification and within a period of time specified by CSSK, (b) carry out any necessary rectification works and then charge the Supplier's account for such work or (c) return such Materials to the Supplier and receive a full refund of the price from the Supplier within 30 days of CSSK's notice in writing.
- 7.5 Where the Supplier has the benefit of warranties in relation to components comprised in the Materials, the benefit of such warranties from third parties shall be assignable and hereby assigned to CSSK. CSSK may, where applicable, assign warranties provided by the Supplier to the Clients and the Supplier shall do all things required by CSSK to enable such assignment to be effected.
- 7.6 The representations, undertakings and warranties set out in this Clause 7 shall survive acceptance of the Materials provided hereunder or termination of the Purchase Order and are in addition to any rights of CSSK under any applicable law (including statute) and undertakings of additional scope given to CSSK by the Supplier. No implied representations, undertakings or warranties are excluded.
- 7.7 Supplier acknowledges and undertakes that it shall:
  - (a) be wholly and solely liable for the supervision of the performance of the services; and
  - (b) engage appropriately qualified and experienced personnel to perform such supervision.
- 7.8 Supplier further undertakes to ensure, all equipment used in relation to the Supplies are appropriate, in good working condition and certified in accordance with all applicable industry standards.
- 7.9 Supplier undertakes that it will ensure all appropriate safety measures are in place such as but not limited to the following: a traffic management plan, emergency preparedness plan, hazard and risk assessment, and risk control measures.
- 7.10 If Supplier fails to provide assurance of performance of the above-mentioned undertakings to Cummins' satisfaction, Cummins may terminate this agreement forthwith without incurring any liability.

## 8 AMENDMENT

- 8.1 CSSK may, at any time, following consultation with the Supplier and by giving written or verbal instructions and confirmed in writing to the Supplier, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) specifications, drawings and/or samples; (ii) method of shipment or packing, (iii) date, time and/or place of delivery; and (iv) the quantity of items originally ordered.
- 8.2 The Supplier shall promptly advise CSSK (and no later than fourteen days of notification of such changes) of any reasonable proposed change in price, quality or delivery. Such proposed changes shall be subject to approval by CSSK.

## 9 WARRANTIES AND GUARANTEES

- 9.1 The Supplier hereby warrants and guarantees that all the Materials supplied under this Purchase Order shall conform to all of the requirements of the Purchase Order. It should also conform to requirements of all of the applicable laws, regulations and industry standards, including safety, quality and environment matters.
- 9.2 The Supplier shall provide free repairs to CSSK and, where applicable, the Client where any damage, defect, non-conformity or deficiency of the Materials or any part thereof is discovered for a period of Twelve (12) months after commencement of commercial operation of the Goods that the Materials are ultimately incorporated into or Eighteen (18) months from the date of delivery of the completed Materials whichever expires later, unless otherwise expressly stated in the Purchase Order Form. The Supplier shall further guarantee a further Twelve (12) months period for all remedial works carried out under this warranty.
- 9.3 Where a defect arises within the original warranty period but does not become apparent until that period has expired, the Supplier's liability does not cease because CSSK has not been able to give notice of the defect.
- 9.4 The Supplier shall reimburse CSSK for all costs and expenses incurred by CSSK if the Supplier does not repair and/or replace the Materials as provided herein in a timely manner satisfactory to CSSK and/or for repair and/or replacement work performed by CSSK on behalf of the Supplier.
- 9.5 CSSK's rights under this Clause 9 are, where permitted, in addition to any other right or remedy available under statute or at law including with respect to any claim for damages for any defective, non-complying Materials (including services) which CSSK becomes aware of, notwithstanding the expiration of the warranty period.

## 10 INDEMNITY AND LIABILITY; INSURANCE

- 10.1 The Supplier shall indemnify, hold harmless and defend CSSK, the Client, and their successors and assignees from and against any and all liabilities, losses, damages, claims, actions, demands, cost and/or expenses whatsoever arising from or in connection with this Purchase Order, unless directly caused by CSSK's intentional or gross negligent act. The Supplier's liability hereunder shall include but not be limited to liability for death of or injury to any person, loss damage to any property and damages or compensation, whether arising from, based upon, or sounding in contract, tort, or otherwise.
- 10.2 The Supplier further agrees to abide by the insurance requirements set out in Annex A below and to procure that its subcontractors shall similarly abide by the same unless expressly waived in writing.

## 11 COMPLIANCE

- 11.1 The Supplier when conducting business with and/or on behalf of CSSK, shall comply with all laws, rules, regulations, orders, licenses, consents, and decrees of any national, municipal, local or other government body, and all other requirements having force of law applicable at any time which affect in any manner this Purchase Order or the Supplier's performance hereunder.
- 11.2 Notwithstanding the generality of the aforementioned, the Supplier expressly agrees to, when conducting business with and/or on behalf of CSSK, (a) comply with the anti-corruption laws of the countries in which it does business, and not make or authorize any direct or indirect gifts, payments or promises of payments to any government officials or employees, in order to obtain or retain any business, or secure any improper advantage (b) conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which it conducts business and (c) comply with all applicable trade control laws as well as all customs, export, re-export and import laws, regulations and requirements.
- 11.3 If the Supplier, when conducting business with and/or on behalf of CSSK, does not comply with any laws, or requirements, then CSSK shall have the right to terminate this Agreement forthwith without incurring any liability and the Supplier shall bear any additional costs resulting from such non-compliance, including the cost of any necessary remedial work, penalties or fines.

## 12 GOVERNING LAW, DISPUTES AND ARBITRATION

- 12.1 Unless otherwise stated in this Purchase Order, the governing law of this Purchase Order shall be the laws of Republic of Korea and the Supplier agrees to submit to the non-exclusive jurisdiction of the Seoul Central District Court.
- 12.2 Any disputes of whatever nature arising in connection with this Purchase Order shall be resolved amicably by mutual agreement by the concerned parties as promptly as possible. Notwithstanding any dispute that may arise between CSSK and the Supplier, the Supplier shall continue its performance as required under this Purchase Order.

## 13 LATE DELIVERY AND LIQUIDATED DAMAGES FOR DELAY

- 13.1 CSSK reserves the right to claim from the Supplier by way of liquidated damages being a sum equivalent to 1.5/1000 of the price for each day of delay up to a maximum of 10% of the price if the Supplier fails to deliver the whole or any part of the materials, drawings and/or shipping documents within the delivery date or dates set forth herein.
- 13.2 CSSK reserves the right to demand that the Supplier accelerate the late delivery (by transporting the delayed Materials by air at the Supplier's sole cost) and to claim for all damages suffered or incurred by CSSK in connection with the late delivery.

## 14 CONTRACT TERMINATION

- 14.1 CSSK reserves the right to terminate, at its sole discretion, the Purchase Order with immediate effect if the Supplier displays a lack of reasonable evidence of commencement of work, or proves unable to perform the work with reasonable promptness and due diligence necessary to ensure timely delivery as specified in this Purchase Order and this continues for more than seven (7) days following CSSK's enquiry on work status.
- 14.2 Either party may terminate, at any time and at its sole discretion, the Purchase Order, in whole or in part, by giving sixty (60) days advance notice in writing to the other party. Any settlement of payment (which shall be the full and final settlement of all claims which the Supplier may have against CSSK as a result of termination) shall be made through mutual negotiation between CSSK and the Supplier, and shall be based on that portion of the work satisfactorily performed up to the date of termination. In no event shall CSSK be required to reimburse the Supplier for indirect, consequential, incidental or special damages, including prospective profit or overheads arising out of or in connection with the termination of the Purchase Order as long as the termination is not due to any intentional or gross negligent act of CSSK.

- 14.3 CSSK reserves the right to terminate, at its sole discretion, the Purchase Order with immediate effect if the Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against the Supplier, if a receiver, administrative receiver, liquidator or similar is appointed or applied for, or if the Supplier makes an assignment for the benefit of its creditors.
- 14.4 The Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.
- 14.5 Termination shall not relieve either party of liability with respect to any prior breach or with respect to rights and obligations based upon any matter which occurred prior to termination.
- 14.6 Notwithstanding the above, CSSK may terminate the Purchase Order without liability or cancellation charges in the event of any causes beyond its control, such as, but not limited to, flood, drought, fire, war, riot, acts of terrorism, acts of God or acts of demands of any governmental authority.

## 15 SUSPENSION

- 15.1 CSSK reserves the right to suspend at any time the execution of all or any portion of the work, by notice in writing to the Supplier. The Supplier shall then immediately discontinue the work from the date of CSSK's notice thereof and up to the extended date specified in such notice.
- 15.2 To the extent permitted by law, CSSK shall not be liable for any costs and damages, loss of foreign exchange or loss of the anticipated profits whatsoever resulting from such suspension as long as it is not due to an intentional or gross negligent act of CSSK.

## 16 RETENTION

CSSK shall reserve the right to withhold the corresponding percentage of the total amount of this Purchase Order as retention for uncompleted work and incomplete certification / identification / documents. The Supplier is to notify CSSK of the fulfillment of the requirements, and CSSK shall release the retention within ninety (90) calendar days or as may be specified in the Purchase Order after CSSK's confirmation of acceptance.

## 17 DESIGN AND INFORMATION

- 17.1 Any specification, drawing or other document supplied by CSSK to the Supplier, or specifically produced by the Supplier for CSSK, in connection with CSSK's Purchase Order, together with the copyright, design rights or any other intellectual property rights in the specification, drawing or other document in which intellectual property rights may subsist, shall be CSSK's exclusive property, and the Supplier shall not disclose to any third party any such specification, drawing, other document or other proprietary information except to the extent that:

- it is or becomes public knowledge through no fault of the Supplier,
- as required by law, provided that the Supplier gives CSSK immediate notice of such legal requirement and cooperate with CSSK's attempts to acquire an injunctive or protective order, or
- for the purpose of fulfilling the Purchase Order provided that the third party is under an obligation of confidentiality no less stringent than stated herein.

- 17.2 Any article made according to a design specified by CSSK (not previously a standard commercial design of the Supplier) shall not be furnished by the Supplier to any other person, firm, or corporation.
- 17.3 The Supplier shall not use any specification, drawing or proprietary information except to the extent that it is required for the purpose of fulfilling CSSK's Purchase Order.
- 17.4 Where CSSK commissions the Supplier to produce a design in accordance with the Purchase Order, the design supplied by the Supplier shall be capable of being implemented to achieve the purpose(s) specified in CSSK's Purchase Order. Copyright, design rights or any other intellectual property rights in the design shall be CSSK's exclusive property.

## 18 INTELLECTUAL PROPERTY

- 18.1 All copyright or other intellectual property rights in the work produced by the Supplier, including inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created shall be assigned to CSSK and the Supplier undertakes to execute all documents and take all steps necessary to secure to CSSK all rights assigned by this clause.
- 18.2 The Supplier warrants that the Supplier's performance under the Purchase Order will not infringe the intellectual property rights of any third party and will not have been previously assigned, licensed or otherwise encumbered.

## 19 CONFIDENTIALITY

If CSSK discloses or grants the Supplier access to any research, development, technical, manufacturing, financial, or other commercial information or "know-how" of a confidential nature, including but not limited to CSSK's products, technology, equipment, manufacturing processes, inventions, patent applications, designs, design applications, computer hardware and software or any other technical or commercial information which is personal to CSSK and is not common knowledge among competitors to whom it may be useful and which may give CSSK an advantage over its existing and prospective competitors, whether reduced to writing or not, the Supplier shall not use or disclose any such information to any other person or company at any time, and shall not use for its own benefit, any such information including drawings or other documentary information of a confidential nature. The Supplier further agrees and undertakes to keep confidential and not to disclose to any other person or company at any time any information in respect of, arising from or in connection with this Purchase Order, unless such disclosure is required by law or made with the prior written authorization of CSSK.

## 20 SUB-CONTRACTING

CSSK's Purchase Order is placed subject to the work being carried out by the Supplier and no assignment, sub-contracting or transfer to any Sub-Supplier is permissible without specific prior arrangement with CSSK in writing which may be subject to any conditions CSSK deems necessary. No assignment or subcontract (even with CSSK's consent) shall relieve the Supplier of any obligations under the Purchase Order. The Supplier shall not assert any assignment, transfer or subcontract without such written consent from CSSK.

## 21 WAIVER, SEVERABILITY AND OTHER

- 21.1 No waiver or forbearance by CSSK of any of its rights under the Purchase Order or any provision(s) of these terms and conditions shall preclude CSSK from enforcing any of its legal rights whatsoever. The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity.
- 21.2 If anything in these terms or conditions or Purchase Order is unenforceable, illegal or void, then it is severed and the rest of the terms and conditions or Purchase Order remains in force.
- 21.3 No rule of construction shall apply to the disadvantage of any party on the basis that the terms and conditions or Purchase Order was drafted by that party.

Cummins Sales and Service Korea Co., Ltd.  
228-1 Seonggeo-gil Seonggeo-eup, Seobuk-gu,  
Cheonan-si, Chungcheongnam-do,  
(Zip) 31044, South Korea  
Phone +82 41 620 9201  
Fax +82 41 621 9121

21.4 Any notice required to be made hereunder to CSSK shall be made to 228-1, Seonggeo-gil Seonggeo-eup, Seokbuk-gu, Cheonan-si, Chungcheongnam-do unless a different address is specified on the Purchase Order Form. Any such notice to the Supplier shall be to the address as shown on the Purchase Order Form.

## **22 ADVERTISING OR USE OF NAME "CUMMINS"**

Supplier shall not use or permit the use of the word "Cummins" or "CSSK" or any similar word or any trademark of Cummins in description of or in the marketing of products produced by Supplier, or in any manner advertise or publish the fact that Supplier has contracted to furnish Supplies pursuant to this Purchase Order or any Purchase Order with CSSK.

## **23 CUMMINS POLICIES**

23.1 The Supplier agrees to comply with the following policies, which are incorporated by reference:

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- (i) Cummins Supplier Code of Conduct;
  - (ii) Cummins Corporate Environmental Policy and Environmental Standards;
  - (iii) Cummins Supplier Handbook;
  - (iv) Cummins Green Supply Chain Principles;
  - (iv) Restriction of Prohibited Materials.

23.2 The above policies can be found at <https://supplier.cummins.com>.

23.3 The Supplier agrees to comply with Cummins' Supplier Code of Conduct as notified to the Supplier on or prior to the date of acceptance of these Supplier Terms and Conditions. Cummins may vary the Supplier Code of Conduct from time to time with the variation becoming effective as soon as Cummins provides the Supplier with notice of the variation ("Variation Date"). Any variation to these Supplier Code of Conduct will only apply to, and in respect of, any PO provided after the Variation Date and the parties acknowledge that nothing in this agreement requires the Supplier to accept any further PO after the Variation Date. Subject to this clause, the Supplier undertakes to sign and return to CSSK a copy of the Supplier Code of Conduct response form which requires the Supplier to comply with the applicable laws and Cummins' Supplier Code of Conduct.

23.4 If requested on reasonable grounds by CSSK, Supplier agrees to give CSSK or its authorized representative access to all pertinent documents, a complete supply chain map (to include but not limited to a bill of material for all Products, a list of the names and addresses of Supplier's tier 1 and sub-tier suppliers (collectively "Sub-tier Suppliers"), and what bill of material inputs/components/raw materials the Sub-tier Suppliers' supply), data and other information relating to the Supplies, and to view any facility or process relating to the Supplies to the extent permitted by the applicable laws.

## **24 SURVIVAL**

All provisions of these terms and conditions and the Purchase Order setting out representations, warranties, indemnification obligations, confidentiality, non-solicitation and non-competition obligations by either party, all obligations which occurred prior to termination of the Purchase Order and the general provisions herein shall survive the termination, cancellation and expiration of the Purchase Order.

## **25 REMEDIES**

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or in equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach, or of such provision on the future occasion.

## **26 MISCELLANEOUS**

26.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this Purchase Order when performance is prevented by events including, but not limited to, flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During the Supplier's inability to supply the Materials, Cummins may, its option, procure such Supplies from other suppliers but will revert to the Purchase Order once the element of Force Majeure has been overcome.

26.2 If requested by Cummins, the Supplier agrees to give Cummins or its authorized representatives access to all pertinent documents, data and other information relating to the Materials, and to view any facility or process relating to the Materials.

26.3 Notice. Any notice required to be made hereunder to Cummins shall be made to: CSSK, 228-1 Seonggeo-gil Seonggeo-eup, Seobuk-gu, Cheonan-si, Chungcheongnam-do, 31044, South Korea unless a different address is specified on the face of the Purchase Order. Any such notice to the Supplier shall be to the address shown on the face of the Purchase Order.

26.4 The Supplier agrees to comply with the Korea Corporate Accounting Standards, and if requested to by Cummins, the Supplier will comply with and assist Cummins as reasonably necessary in its compliance with the relevant laws and regulations.

Cummins Sales and Service Korea Co., Ltd.  
228-1 Seonggeo-gil Seonggeo-eup, Seobuk-gu,  
Cheonan-si, Chungcheongnam-do,  
(Zip) 31044, South Korea  
Phone +82 41 620 9201  
Fax +82 41 621 9121

Company Registration Number : 134811-0027955

Tax Registration Number : 124-81-47182

Throughout the term of this Agreement, Supplier shall maintain or cause to be maintained, the following insurance policies, each in a form acceptable to Cummins acting reasonably:

[Types and level of insurance coverage is dependent on the nature of the "Services"]

(a) Public Liability – covering bodily injury and property damage with a minimum \$1,000,000 combined single limit. Supplier agrees to add Cummins as additional insured and Supplier's insurance shall be endorsed as primary coverage.

(b) Motor Vehicle Liability – limits no less than amounts required by statute and covering both bodily injury and third-party property damage. Supplier agrees to add Cummins as additional insured and Supplier's insurance shall be endorsed as primary coverage.

(c) Worker's Compensation - Minimum applicable Statutory Worker's/Workmen's Compensation Coverage for the State in which contract or work is delivered and/or the employee's normal State of employment.

[select applicable options and delete the others]

Option D. (d): If Services involve accounting, legal, medical or other professional services, the following provision must be included:

Professional Indemnity– Minimum \$1,000,000 per occurrence.

Option D. (e): If Services involve providing components and/or parts that will be incorporated into any Cummins product, the following provision must be included:

Product Liability – Minimum \$5,000,000 Single Limit. Cummins must be added as additional insured and contractor's insurance to be endorsed as primary coverage.

Option D. (f): If Services involve transporting or storing Cummins assets, the following must be included:

Cargo/Warehouseman's Legal Liability – Minimum \$1,000,000 Single Limit.

Option D. (g): If Services involve performing construction related activities on Cummins' premises, the following provision must be included:

Works Liability in the amount of at least \$1,000,000 single limit with the interest of Cummins being.

Option D. (h): If Services involve construction services or performing hazardous or environmentally related activities, such as (but not limited to) waste disposal and environmental clean-up upon Cummins property, the following provision must be included:

Environmental Impairment Liability – Minimum \$5,000,000 Single Limit Cummins must be added as additional and Supplier's insurance to be endorsed as primary coverage. If this coverage is issued on a "claims made" basis, the policy's retroactive date must precede the inception of work for Cummins and must be kept in place for a minimum of 3 years after the work is complete.

A-1 Umbrella/Excess –Supplier shall maintain a minimum \$1,000,000 Single Limit Umbrella/Excess Insurance Policy in addition to primary coverage requirements.

A-2 Supplier agrees to provide Cummins at least thirty (30) days' notice of cancellation of, or any material changes in, the above listed coverages.

A-3 The Supplier must provide certificates of currency of insurance to Cummins confirming the above listed minimum insurance requirements prior to contract inception, work commencement, and/or entry upon Cummins' premises and otherwise on request by Cummins from time to time

A-4 Supplier will require its insurers to provide a waiver of subrogation in favor of Cummins and its affiliated companies and their employees, officers and directors. Waiver of subrogation shall not apply to loss caused by the gross negligence or willful misconduct of Cummins.