



## GENERAL PURCHASE ORDER TERMS AND CONDITIONS

### 1. SCOPE

- 1.1. These General Purchase Order Terms and Conditions shall apply and be interpreted as an integral part of all purchase orders which Foodpanda (defined as the Foodpanda or Delivery Hero entity specified in the Purchase Order) concludes with the Supplier (defined as the supplier specified in the Purchase Order), henceforth referred to as the **"Agreement"**. Contradictory general business terms of the Supplier or those which deviate from these terms and conditions will not become part of the Agreement, even if they appear in quotations or order confirmations and are not objected to. These General Purchase Order Terms and Conditions shall also apply to all future deliveries.
- 1.2. In the event of a conflict or inconsistency between any purchase order or contract concluded between Foodpanda and the Supplier and these General Purchase Order Terms and Conditions, the former shall prevail.

### 2. OVERVIEW

- 2.1. The Supplier shall perform the services and complete the supply of all goods in accordance with the terms of this Agreement.
- 2.2. The Supplier shall be an independent Supplier and shall not be an agent, partner or employee of Foodpanda. For the avoidance of doubt, the Supplier is not authorised to make or enter into any commitments or agreements for or on behalf of Foodpanda.
- 2.3. The Supplier also confirms that it is acting on its own behalf and not for the benefit of any other person. For the purposes of this clause and this Agreement, a "person" includes an entity, corporation or association, incorporated or unincorporated.
- 2.4. This Agreement:
  - (a) shall come into force and commence on the date the Supplier received the purchase order provided that the goods and services may be required from or on other dates as may otherwise be set out in the requirement specifications or the purchase order; and
  - (b) shall, unless terminated, expire after the complete performance of all services and the complete supply of all goods required.
- 2.5. The Supplier shall do all things which are necessary or reasonably to be inferred from this Agreement even if not expressly provided for.

### 3. DELIVERY AND PERFORMANCE

- 3.1. The Supplier shall provide the goods and services with reasonable care, skill and diligence.
- 3.2. All goods supplied under this Agreement shall be new and unused or made of new and unused materials unless expressly agreed to in writing by Foodpanda.
- 3.3. The Supplier shall, at its own expense, pack, load, and deliver the goods or service deliverables to the delivery address specified in the purchase order (**"Delivery Point"**)

and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions in the purchase order or otherwise provided to the Supplier by Foodpanda in writing. No charges imposed by the Supplier will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable purchase order or otherwise expressly agreed to in writing by Foodpanda.

- 3.4. Time is of the essence for all time, dates and periods specified in this Agreement or substituted for them. The Supplier shall perform the services or supply the goods within any timelines or deadlines set out in this Agreement or as otherwise agreed in writing between the parties.
- 3.5. The Supplier shall, at no extra charge, collaborate and work closely with such other supplier(s) as Foodpanda may appoint in relation to the exhibition, event, activity or project related to this Agreement.
- 3.6. The Supplier shall not deliver any goods or service deliverables without obtaining written acknowledgement of receipt from Foodpanda.
- 3.7. Foodpanda shall have seven (7) days from the date of its written acknowledgment of receipt to inspect the goods or service deliverables. During this period, Foodpanda shall have the right to reject the goods or service deliverables if they are damaged, deficient, defective, inferior to approved samples or otherwise failing to conform to the requirements in this Agreement. Foodpanda is deemed to have accepted the service deliverables and goods that are not rejected.
- 3.8. Where the goods or service deliverables are rejected as being damaged, deficient, defective, inferior to approved samples or otherwise failing to conform to the requirements in this Agreement, the Supplier shall, at its own costs and without prejudice to the timelines or deadlines to be met under this Agreement, remove, repair, replace, re-perform and/or take such corrective action as may be required to enable the goods or service deliverables to conform to the requirements in this Agreement, to Foodpanda's satisfaction.
- 3.9. Where the Agreement is awarded based on a specified brand(s) or model(s) of goods as set out in the purchase order or as provided as samples (during the quotation process or under this Agreement), the specified brand(s) or model(s) of goods must be supplied. No different brand(s) or model(s) of goods shall be accepted unless there is prior written consent from Foodpanda to replace the specified brand(s)/model(s) of goods where:
  - (a) the specified brand(s) or model(s) of goods is discontinued by the manufacturer and written documentation of this is provided to Foodpanda's satisfaction; and
  - (b) the replacement brand(s) or model(s) of goods provide the same or better functionality and performance as the specified brand(s) or model(s) of goods.

#### **4. PAYMENT AND INVOICING**

- 4.1. Payment shall be made within thirty (30) days from the date of receipt of invoice of any goods delivered or services performed unless otherwise agreed in writing.

- 4.2. The invoice shall be sent electronically by stating the purchase order and cost center numbers and by attaching a copy of the delivery note or service completion form acknowledged by Foodpanda to the email address stated in the PO.
- 4.3. Payments made to the Supplier shall not:
- (a) be considered evidence of the quality of any goods or services (including service deliverables) to which such payments relate; and
  - (b) prejudice any of Foodpanda's other rights under this Agreement to reject goods or services (including service deliverables) and the corresponding rights to obtain replacement of goods or re-performance of the services (including service deliverables) either by the Supplier or otherwise.
- 4.4. Without prejudice to Foodpanda's other rights under this Agreement, where the Supplier owes Foodpanda any payment or debt under this Agreement, Foodpanda shall have the right to:
- (a) deduct the amount of payment or debt owed by the Supplier to Foodpanda from any monies payable by Foodpanda to the Supplier under this Agreement; or
  - (b) withhold any monies payable by Foodpanda to the Supplier under this Agreement until the payment or debt owed by the Supplier is satisfied.
- 4.5. Foodpanda shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Agreement.
- 4.6. Unless otherwise agreed to in writing by Foodpanda, payment shall be made by electronic bank transfer. The Supplier shall provide Foodpanda with all bank account information reasonably required by Foodpanda to make such payment. The Supplier shall have no recourse against Foodpanda in respect of any delay in payment attributable to the Supplier's refusal or delay in the provision of its bank account information to Foodpanda. Each Party shall bear their own bank charges.

## **5. RIGHTS OF THIRD PARTIES**

- 5.1. Any person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act, (Cap. 53B) of Singapore, to enforce any of its terms. A person who is not a party to this Agreement has no right under any rights of third parties legislation to enforce any term of this Agreement.

## **6. CANCELLATION**

- 6.1. Foodpanda shall have the right to cancel individual or outstanding partial deliveries without any obligations whatsoever if the Supplier breaches an essential provision of the Agreement, including but not limited to any changes in quality, the presence of defects or late deliveries.
- 6.2. In the event of a cancellation, the Supplier will be liable for all disadvantages (including any loss and damage) suffered by Foodpanda arising from the cancellation including consequential damages. Without limitation, Foodpanda shall be entitled to a subsequent procurement at the costs of the Supplier without having to obtain offers from other suppliers.

- 6.3. Should a contract that was concluded between the Foodpanda and its customer, as a basis for this Agreement, be dissolved, Foodpanda is also entitled to cancel the delivery or the outstanding partial deliveries.

## **7. TAXES, FEES AND DUTIES**

- 7.1. Unless otherwise stated in a purchase order, all prices or other payments stated in the purchase order are exclusive of any taxes. Supplier shall separately itemise all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Foodpanda will pay all applicable taxes to the Supplier when the applicable invoice is due. The Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws.
- 7.2. The Supplier shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Supplier or its employees. If Foodpanda receives a request from the tax authorities to pay on behalf of the Supplier and/or the Supplier's employees, or to withhold payments from the Supplier in order that Foodpanda may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Supplier authorises Foodpanda to comply with the terms of the said request.
- 7.3. If the Supplier is a taxable person under the Goods and Services Tax Act (Cap. 117A) of Singapore, Foodpanda shall pay to the Supplier the Singapore Goods and Services Tax chargeable on the supply of goods and services to Foodpanda.
- 7.4. The Supplier shall submit a copy of its Goods and Services Tax registration certificate if requested by Foodpanda.

## **8. SUB-CONTRACTING AND ASSIGNING**

- 8.1. The Supplier shall not sub-contract or assign the whole or any part of this Agreement without the written consent of Foodpanda. The Supplier shall be fully responsible for all acts or omissions of any sub-suppliers or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Supplier.
- 8.2. Foodpanda may assign or novate this Agreement or any part thereof to its affiliated companies or any third party. The Supplier hereby gives its consent to any future assignment, novation or transfer of this Agreement initiated by Foodpanda.

## **9. TERMINATION**

- 9.1. Foodpanda shall be entitled to rescind and immediately terminate this Agreement or cancel any part of the goods or services ordered by issuing written notice to the Supplier in the following circumstances:
- (a) if any declaration or submission made by the Supplier regarding the goods or services (including service deliverables) offered is discovered to be false;
  - (b) if the Supplier commits any breach of the warranties, terms and conditions in these terms and conditions or default in its performance of this Agreement;
  - (c) any mortgagee, chargee or encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the Supplier;

- (d) the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration;
  - (e) an order of court is made to wind up the Supplier or to place it under judicial management or a resolution is passed by the members of the Supplier for its winding up or liquidation;
  - (f) any distress or execution is levied or enforced in relation to any of the assets of the Supplier; or
  - (g) the Supplier ceases to carry on business or becomes insolvent.
- 9.2. Without prejudice to Foodpanda's right to terminate under Clause 9.1(b), if the Supplier commits any breach of the warranties, terms and conditions in these terms and conditions or default in its performance of this Agreement, Foodpanda may in its absolute discretion issue a written notice of breach or default to the Supplier informing the Supplier of its breach or default. The Supplier shall, within seven (7) days of the date of the notice of breach or default, remedy the breach or default to Foodpanda's satisfaction or otherwise propose a solution that is accepted by Foodpanda in writing.
- 9.3. Where Foodpanda elects to issue a written notice under Clause 9.2 and the Supplier fails to remedy the breach or default to Foodpanda's satisfaction or otherwise propose an acceptable solution, the Supplier shall be taken to have repudiated the Agreement and Foodpanda shall have the right to immediately terminate the Agreement or cancel any part of the goods or services by way of a written notice of termination or cancellation as the case may be.
- 9.4. Foodpanda shall be entitled to terminate this Agreement in respect of all or part of the goods or services by providing reasonable sum for and accepted delivery of all finished goods manufactured by the Supplier and any services (including service deliverables) rendered up to the date of termination. For avoidance of doubt, Foodpanda may terminate the purchase order without cause at any time and without being subject to any liability for any damages.
- 9.5. For avoidance of doubt, the termination or cancellation of this Agreement shall take effect from the date of the written notice issued and Foodpanda shall not be liable to the Supplier for any damages or compensation.
- 9.6. In the event of termination under this Agreement for any reason:
- (a) the Supplier shall cease work forthwith or as soon as practicable and without undue delay, take such steps that are necessary to bring an end to the services which are terminated and to reduce expenditures to a minimum. Foodpanda shall not be obliged to make any payment in respect of or incidental to work which the Supplier has not yet proceeded with at the date of termination;
  - (b) the Supplier shall refund to Foodpanda on a pro-rata basis, all payments made in advance or previously paid to the Supplier under this Agreement for the periods for which the relevant services have not yet been carried out under this Agreement provided always that such refunds as aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Foodpanda as a result of the termination of this purchase order due to the Supplier's breach; and

- (c) Foodpanda shall have the right to purchase from other sources any part of the goods which is defective at the time of termination or similar goods if it remains undelivered at the time of termination and similar services which have not been performed, and in the event of termination of this Agreement for cause by Foodpanda, any increased costs shall be deducted from any moneys due or to become due to the Supplier or shall be recoverable as damages.

9.7. Clauses 13, 14, 18 and 23 shall survive the expiration or termination of this Agreement.

## 10. FORCE MAJEURE

10.1. “**Force Majeure Event**” means any circumstance not within a party’s reasonable control including, without limitation:

- (a) acts of God, fire, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic, whether it has been declared by the World Health Organisation;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing a nation-wide quarantine, an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) interruption or failure of utility service; or
- (i) any other similar events beyond the parties’ reasonable control which affects the general public.

10.2. If a party is directly prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations, provided it has complied with Clause 10.4 and the failure or delay could not have been prevented by reasonable precautions. The time for performance of such obligations shall be extended accordingly.

10.3. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

10.4. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - (b) use all reasonable endeavours to perform its obligations under this Agreement or to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 10.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, either party may terminate this agreement by giving seven (7) days' written notice to the other party without being liable therefore in damages or compensation.

## **11. VARIATION OF AGREEMENT**

- 11.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Supplier and the authorised signatory of Foodpanda.

## **12. GOVERNMENT REGULATIONS**

- 12.1. The Supplier shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever to enable the Supplier to fulfil all its obligations under this Agreement.
- 12.2. The Supplier shall ensure that it adheres to all government regulations throughout the duration of this Agreement.

## **13. INDEMNIFICATION**

- 13.1. The Supplier agrees to indemnify and keep indemnified Foodpanda, its subsidiaries and affiliates and each of their employees, directors, officers and representatives from and against all claims, cost, damages, debt, expense, liability, loss, suit, action, demand, cause of action, proceeding or judgment of any kind which are made or brought against or suffered or incurred by Foodpanda and arise directly and/or indirectly out of or in connection with any act or omission or otherwise in the performance of this Agreement by the Supplier.
- 13.2. In the event of Foodpanda (including its subsidiaries and affiliates and each of their employees, directors, officers and representatives) being held liable for damages arising out of any claim by any agent, workman or employee employed the Supplier or any sub-suppliers engaged by the Supplier for the performance of this Agreement, the Supplier shall indemnify Foodpanda against such claim and any related costs, charges and expenses incurred by Foodpanda, provided that the same is not caused by the gross negligence or wilful default of Foodpanda, its employees or agents.

## **14. CONFIDENTIALITY**

- 14.1. Except with the written consent of Foodpanda or where such information is publicly available, the Supplier shall not disclose this Agreement or any of its provisions, or any purchases made under this Agreement or any information issued or furnished by or on behalf of Foodpanda in connection with this Agreement to any person.

- 14.2. In addition, the Supplier shall not make use of any information obtained directly or indirectly from Foodpanda or compiled or generated by the Supplier in the course of this Agreement which pertains to or is derived from such information, other than use for the purposes of this Agreement, without the prior written consent of Foodpanda.
- 14.3. The Supplier shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Agreement in any media without the prior written consent of Foodpanda. For the avoidance of doubt, this restriction includes any citation that Foodpanda is or was a customer of the Supplier.
- 14.4. Where the Supplier has access to or receives Personal Data (as defined at Clause 14.6) from Foodpanda:
- (a) The Supplier represents and warrants to Foodpanda that it shall at all times comply with the requirements of the Personal Data Protection Act of Singapore 2012 (“**PDPA**”) in respect of the Supplier’s collection (if applicable), use, processing, disclosure (if applicable), protection, retention and other handling of such Personal Data, and the Supplier undertakes to continue to comply with the aforesaid requirements of the PDPA in respect of such Personal Data; and
  - (b) The Supplier shall not transfer any such Personal Data outside Singapore without express written consent from Foodpanda.
- 14.5. To the extent that the Supplier discloses Personal Data to Foodpanda, the Supplier undertakes to Foodpanda that, by the time of such disclosure:
- (a) the Supplier will have obtained all the necessary consents from the relevant individuals to whom the Personal Data relates, for the disclosure of their Personal Data to for Foodpanda’s collection, use and/or disclosure for the purposes of this Agreement; and
  - (b) such consents have not been withdrawn.
- 14.6. “Personal Data” means data, whether true or not, about an individual which can be identified: (a) from that data or a combination of different data; and (b) from that data and other information to which the Supplier has or is likely to have access.

## **15. FOODPANDA’S REPRESENTATIVE**

- 15.1. Foodpanda shall appoint one or more persons to supervise and liaise with the Supplier for the purposes of this Agreement. The Representative(s) shall be as named in the Requirement Specifications, purchase order or otherwise through written notifications.
- 15.2. All instructions, directions, notices, consents, approvals or waivers that may be given at Foodpanda’s discretion under this Agreement shall not be binding on Foodpanda unless given in writing or under the hand of the Representative(s).
- 15.3. For the avoidance of doubt, the Representative(s) cannot vary this Agreement, waive any provision of this Agreement or consent to any departure unless the Representative(s) concerned are also authorized signatories as required under Clauses 11 and 17.

## **16. CUMULATIVE REMEDIES**



- 16.1. The provisions of this Agreement and each of the rights and remedies of Foodpanda under this Agreement are cumulative and are without prejudice to one another and are in addition to any rights or remedies Foodpanda may have in law or in equity. No exercise by Foodpanda of any one right or remedy shall operate to hinder or prevent the exercise by it of any other right or remedy.

## **17. WAIVER**

- 17.1. No waiver of any provision of this Agreement nor consent to any departure by the Supplier therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the authorised signatory of Foodpanda, and then such waiver or departure shall be effective only to the extent for which it may be made or given. No failure or delay by Foodpanda to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **18. WARRANTY**

### **18.1. Product Warranties.**

The Supplier warrants to Foodpanda that all goods supplied are: (a) of merchantable quality; (b) fit for the purposes intended; (c) unless otherwise agreed to by Foodpanda, new and unused or made of new and unused materials; (d) free from defects in design, material and workmanship; (e) in strict compliance with the specifications; (f) free from any liens or encumbrances on title whatsoever; (g) in conformance with any samples provided to Foodpanda; and (h) compliant with all applicable international, federal, state and local laws, rules, regulations, standards, and codes including but not limited to those pertaining to safety, health and environmental requirements.

### **18.2. Service Warranties.**

The Supplier shall perform all services: (a) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the services under this Agreement; (b) in accordance with all specifications and all Foodpanda policies, guidelines, by-laws and codes of conduct applicable to the Supplier; and (c) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the services. Foodpanda may object to any of the Supplier's personnel engaged in the performance of services who, in the reasonable opinion of Foodpanda, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any services upon receipt of such notice, and shall not re-employ the removed person in connection with the services without the prior written consent of Foodpanda. Supplier shall ensure that any replacement personnel have appropriate skills and experience to complete those services.

### **18.3. Intellectual Property Warranty.**

The Supplier warrants to Foodpanda that all goods and/or services (including service deliverables) supplied do not violate or infringe any intellectual property rights of any person.

### **18.4. Manufacturer's Warranties.**

Supplier shall assign to Foodpanda all manufacturer's warranties for goods not manufactured by or for Supplier and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to Foodpanda.

18.5. Right to inspect and test.

Foodpanda shall have the right to inspect and test all goods and/or services supplied at a time, place and manner as Foodpanda deems fit, but shall not be obliged to do so.

**19. TITLE AND RISK**

19.1. The title and risk of loss or damage to the goods shall remain with the Supplier until the goods are delivered to the Delivery Point and received by Foodpanda with written acknowledgment of receipt.

19.2. Where any goods are received by the Supplier for the purpose of modification, replacement, repair or rectification, the Supplier share bear the risk of loss or damage of these goods from the time the goods are received by the Supplier and until the goods are delivered and received by Foodpanda with written acknowledgement of receipt.

**20. SEVERABILITY**

20.1. Any provision of this Agreement that is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting the validity, legality or enforceability of any other provision of this Agreement.

**21. NOTICES**

21.1. All notices or other communications required or permitted to be given or made in connection with this Agreement shall be in writing in English and delivered electronically, personally or sent by registered post or courier to each party at the address set out in this Agreement or such other address as a party may substitute from time to time by giving notice to the other party in writing.

**22. COMPLIANCE**

22.1. The Supplier shall not offer, promise or provide to any employee of Foodpanda with any of the following: cash, commissions, kickbacks, favours, gratuities, entertainment or anything of value. The Supplier understands and acknowledges that Foodpanda's employees are similarly prohibited from soliciting or receiving any payments or favours from the Supplier.

22.2. This restriction extends to any business associates or family members of the Supplier's and Foodpanda's employees, or with any other persons with whom the Supplier has or Foodpanda's employees have significant business or personal relationships in exchange for obtaining or retaining Foodpanda's business.

22.3. The Supplier shall commit to the Supplier's Code of Conduct as well as Anti-corruption and Anti-bribery policy accessible at <https://www.deliveryhero.com/supplier-code-of-conduct/> and the Supplier shall act in accordance with it.

**23. INTELLECTUAL PROPERTY**

23.1. Where applicable, all intellectual property rights in any materials or documents created or commissioned by the Supplier for Foodpanda pursuant to and/or for the purpose of

delivering the goods and/or performing the services under this Agreement (“**Materials**”) shall belong to Foodpanda.

23.2. The Supplier shall do all things necessary to carry out the necessary transfer, assignment or other assurance for the intellectual property rights in all the Materials to vest in Foodpanda when requested by Foodpanda to do so. The Supplier further warrants that it shall have the authority to carry out the necessary transfer, assignment or other assurance as aforesaid.

23.3. Unless otherwise agreed in writing between the parties:

(a) where the production of any of the Materials includes any pre-existing intellectual property rights owned by the Supplier, the Supplier hereby grants to Foodpanda a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and license to use the Supplier’s intellectual property for Foodpanda’s own purposes and/or in connection with Foodpanda’s business; and

(b) where third party content comprising pre-existing intellectual property rights is included in the production of any of the Materials, the Supplier shall negotiate a grant of the required usage rights at either no additional charge or pre-agreed cost to Foodpanda.

## **24. ENTIRE AGREEMENT**

24.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **25. APPLICABLE LAW**

25.1. This Agreement and all matters arising from or in connection with it, shall be governed by and construed in accordance with, the laws of Singapore under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the Parties hereby submit to the exclusive jurisdiction of the Singapore courts.

25.2. Any dispute arising out of or in connection with this Agreement must first be submitted for mediation at the Singapore Mediation Centre (“**SMC**”) in accordance with SMC’s Mediation Procedure in force for the time being. Either Party may submit a request to mediate to SMC upon which the other Party will be bound to participate in the mediation within thirty (30) days thereof. Every Party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

## **26. PREVAILING LANGUAGE**

26.1. In the event of a dispute as to the terms of this Agreement, the English version shall prevail. The English language version of these terms shall control in all respects and shall prevail in case of any inconsistencies with translated versions.