

## CONDITIONS

### 1. Application

These conditions shall be incorporated into the Order between the Vendor and the Company for the supply of the goods or service specified in the Order (the “Goods” and “Services” respectively) and shall prevail over any inconsistent terms or conditions contained in the Vendor’s acceptance of the Order or elsewhere or implied by trade, custom or course of dealing. These conditions, apart from any written service agreement which may be entered into between the Company and the Vendor, constitute the entire agreement between the Vendor and the Company and shall not be modified or varied in any way except with the prior written approval of the Company. Notwithstanding any action or conduct to the contrary and in the absence of the Company’s prior written approval, the supply of the Goods and Services shall be subject to these conditions.

### 2. Acceptance

The execution and return of the acknowledgment copy of the Order by the Vendor or the shipment of any part of the Goods or the commencement of Services comprising this Order, whichever is earlier, constitutes acceptance by the Vendor of the Order and these conditions.

### 3. Quality, Quantity and Specifications

3.1 The Vendor warrants that the Goods shall be: (a) of the quality, quantity, description and specification as stated in the Order; (b) free from all defects in title, design, workmanship and materials and is satisfactory to the Company; (c) free from all liens and encumbrances and the Vendor shall have good and marketable title to the Goods; (d) of merchantable quality and fit for its intended purpose; (e) delivered in a timely and professional manner and in accordance with this Order; and (f) in compliance with all applicable laws and regulations including, without limitation, those related to health and safety.

3.2 The Vendor warrants and represents that all Services shall be: (a) performed in a timely, professional and workmanlike manner and all reasonable expedition at a rate of progress satisfactory to the Company; (b) delivered in accordance with all specifications, service goals and timetables and instructions issued by the Company; (c) free of defect in title, design, workmanship and materials and is satisfactory to the Company; and (d) in accordance with this Order and all applicable laws and regulations including, without limitation, those related to health and safety.

3.3 The foregoing warranties shall apply to the benefit of the Company and its affiliates and shall not be affected by delivery to, or inspection, acceptance or payment by the Company. The warranty set forth in this Clause does not apply in lieu of, but in addition to, all other warranties, terms, representations or guarantees (whether express or implied), and the remedies set forth in this Clause 3 do not apply in lieu of, but in addition to, all other remedies available at law, in contract, in equity or otherwise.

### 4. Packing

The Goods shall be packaged, marked and delivered at the Vendor’s expense in accordance with the Order. Unless otherwise agreed in writing between the Vendor and the Company, no charge will be made by the Vendor for packing, crating, drayage, demurrage or storage without the Company’s written permission.

### 5. Delivery, Title and Risk

Unless otherwise specified on the reverse side hereof, the Goods shall be delivered duty paid at the Company’s premises (Incoterms 2010) in accordance with the Order or the Company’s instructions. The Goods shall comply in all respects with Clause 3 hereof. The Vendor shall bear the risk of loss of or damage to the Goods until the Goods shall be so delivered. Title to, and risk in, the Goods shall pass to the Company on delivery of the Goods in accordance with the Order and these conditions, without prejudice to any right of rejection which may accrue to the Company under the Order and these conditions or otherwise.

### 6. Rejection

6.1 Delivery of the Goods must be effected within the time stated in the Order unless extended by subsequent written agreement between the Vendor and the Company. In addition to and without prejudice to other legal remedies available to the Company, the Company reserves the right to cancel the Order without liability if any portion thereof is not fulfilled within the time specified in the Order. Time is of the essence in respect of the Order.

6.2 The Goods shall be received by the Company subject to the Company’s inspection and the right of rejection. If the Goods or any part thereof do not comply with the terms of these conditions and/or delivery or shipment of the Goods is not made as specified in the Order or these conditions, the Company may reject the Goods or any part thereof without liability and without prejudice to any other legal remedies available to the Company by giving notice of rejection to the Vendor. The Vendor shall forthwith refund to the Company any payment made by the Company for the Goods rejected without prejudice to any other legal remedy to which the Company may be entitled. If instructions are not received by the Company from the Vendor within fifteen (15) days after notice of rejection, the Goods shall be made available for collection at the Vendor’s expense. Goods returned as defective shall only be replaced with the Company’s written permission.

6.3 The Company may refuse delivery of any Goods delivered in excess of the amount specified in the Order and if it refuses such delivery, the Vendor shall collect the excess at its own expenses within three (3) days failing which the Company shall at its own discretion either destroy the excess Goods or store the excess Goods at the Vendor’s costs.

6.4 Services will only be deemed delivered and accepted upon issuance of the Company’s written confirmation.

### 7. Price

7.1 The price specified in the Order constitutes the maximum amount payable by the Company which shall be the Vendor’s full compensation. The Company shall not be invoiced at any price higher than that shown on the Order without written agreement of the Company. In the event that subsequent to the acceptance of the Order and before shipment thereof, the price of any goods or services of a kind or character substantially the same as the Goods or Services or any part thereof is reduced for any reason whatsoever, any such reduced price shall supersede and may be deemed to have been substituted for the price of the Goods or Services or the relevant part thereof before the addition of other charges pursuant to Clause 4, if any.

7.2 The Company shall pay for the Goods against delivery of the Goods in accordance with Clause 5 hereof but subject to any credit terms that may be agreed upon between the parties. Neither payment for the Goods nor delivery of the Goods by the Vendor shall constitute acceptance of the Goods by the Company.

7.3 Payment of all taxes, levies or fees arising as a result of the delivery of the Goods or the performance of the Services by the Vendor shall be the Vendor’s responsibility.

### 8. Singapore Withholding Tax on Services Rendered by Foreign Party

8.1 In the event that the Services rendered by a foreign Vendor is subject to Singapore withholding taxes, the Company will withhold from the fees due to the foreign Vendor the relevant amount of withholding tax payable to the Singapore tax authority and will act as the Vendor’s agent to pay such amounts.

8.2 Where a lower withholding tax rate applies under a tax treaty, the foreign Vendor will endeavor to obtain a Tax Residency certificate from its home tax authority to be provided to the Company in order for the Company to withhold tax at the lower rate.

8.3 The Company will send to the foreign Vendor a receipt as confirmation of payment of the withholding tax.

### 9. Singapore Goods and Services Tax

The Vendor shall provide a Goods and Services Tax (“GST”) invoice (or equivalent documentation which complies with GST law) of which the Company shall be liable for the GST in addition to the price specified in the Order, where applicable. Where the costs incurred by the Vendor in relation to this Order are to be reimbursed by the Company, the amount to be reimbursed shall be the actual cost of purchase incurred by the Vendor (the amount before GST on the relevant purchase), plus the GST amount chargeable on the reimbursement.

### 10. Vendor’s Indemnity

The Vendor will indemnify and hold harmless the Company, its officers, agents, employees and subcontractors from claims, liabilities, losses, damages and expenses suffered or incurred by the Company, its officers, agents, employees or subcontractors including but not limited to legal fees, arising from or caused by any act or omission of the Vendor, or its officers, agents, employees or subcontractors: (a) through injury to any of the Company’s and/or the Vendor’s officers, agents, employees or subcontractors or to the Company’s or its officers, agents, employees or subcontractors’ property; or (b) by reason of any actual or alleged trademark, copyright or patent infringement; or (c) by reason of the Vendor’s failure to deliver the Goods or Services in accordance with the Company’s instructions; or (d) otherwise occurring as a result of any breach by the Vendor of the Order and/or these conditions.

Neither party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other (or its affiliates) in connection with the performance of this Order, including without limitation, business interruptions, loss of profits, loss of revenue, loss of use of assets and loss of contracts.

### 11. Termination

11.1 Either party may cancel an Order immediately by notice in writing to the other party if:

- the other party commits a breach of this Order and fails to remedy the breach within fourteen (14) days after being required, in writing, to do so or repeatedly breaches its obligations under this Order or commits a breach which is incapable of being remedied;
- the other party becomes bankrupt or insolvent, or if its business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act or otherwise, or undergoes any proceeding analogous to the foregoing;
- the Company is prohibited or restricted by law such that the Company is unable to or cannot be reasonably expected to continue to discharge its obligations herein; or (d) a Force Majeure Event which lasts for more than ninety (90) days.

11.2 The Company may cancel an Order, with or without cause, on 30 days written notice to the Vendor.

11.3 Without prejudice to any other rights or remedies available to the Company, the Company is entitled to deduct and withhold from payment to the Vendor any payments due prior to termination or expiration of this Order in respect of Services which are not provided in a timely or satisfactory manner.

### 12. Force Majeure

Where a party is unable, wholly or in part, to carry out any obligations under this Order by reason of a force majeure event and gives the other party immediate notice of the force majeure event and uses all reasonable efforts to remove the force majeure event as quickly as possible, then the obligation will be suspended so far as it is affected by the force majeure event during its continuance.

### 13. Insurance

The Vendor shall maintain adequate insurance against public and property damage and such employee’s liability and compensation insurance as will protect the Company against the claims, liabilities, losses, etc., mentioned in the provisions of Clause 10 (a), (b), (c) and (d) above and against any claims under any relevant legislation in respect of employee’s compensation or health and safety at work.

### 14. Conduct of; Representations and Warranties by the Vendor

The Vendor shall not, and shall not use any third party to:

- do business with the Company if any employee of the Company owns a Substantial Interest in the Vendor’s organisation and is in a position to affect the decision to engage or terminate the Vendor or the terms of this Order between the Company and the Vendor; (“Substantial Interest” means an economic interest, personal or family (including family members not more remote than a first cousin and including immediate family of an employee’s spouse or defacto spouse), that might influence or reasonably be thought to influence judgement or action but does not include the holding of less than one percent of the estimated value of the outstanding equity securities of a publicly held company)
- give bribes, kickbacks, secret commissions or other unlawful or improper methods of remuneration to any person;
- purchase, sell or otherwise trade in securities of Philip Morris International, Inc. (the US listed parent of the Company) while in possession of material non-public information and shall not provide material non-public information, directly or indirectly, to anyone; or
- engage in the unauthorised duplication of any software owned by or licensed to Company or its affiliates.

### 15. Personal Data

The Vendor warrants that it has the authority to provide the personal data to the Company in connection with the performance of its obligations under this Order and that the personal data provided to the Company has been processed in accordance with applicable law including (without limitation) the Personal Data Protection Act.

### 16. Child Labor/Forced Labor

16.1 The Vendor shall not employ any person who is younger than the age of 18 or the applicable minimum employment age or mandatory schooling age, whichever is higher.

16.2 Without prejudice to Clause 20.1, the Vendor represents and warrants that a permitted employee under the age of 18 shall not be engaged in work that, by its nature or the circumstances in which it is carried out, is likely to harm the health or safety of this employee. In addition, the Vendor represents and warrants that the weekly and daily working schedules of permitted employees under the age of 18 shall comply with all applicable laws and regulations.

16.3 The Vendor shall not employ persons under conditions that the work or service is exacted from them under the menace of any penalty and for which the persons have not offered themselves voluntarily.

16.4 The Company, its employees and agents have the right, upon reasonable advance notice, and at the Company’s expense, to audit the Vendor’s books and premises with regards to the Vendor’s performance of obligations under Clauses 20.1, 20.2 and 20.3 above.

### 17. Sanctions and Other Relevant Laws

The Vendor represents that neither it, nor any of its affiliates (nor any director, officer or to its knowledge, employee of it or any of its affiliates) nor any of its agents, is a person, or is owned or controlled by a person that is (i) the subject of any Sanctions; (ii) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities or (iii) employs, uses, procures or subcontracts any workers or labour originating from or attributable to North Korea.

Sanctions means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Departments of State or Commerce or any other US government authority, the United Nations Security Council, the European Union, Switzerland or other such Sanctions authority in a jurisdiction of relevance to this Agreement.

### 18. Report

The Vendor must permit the auditors of the Company (internal and external) at any reasonable time and whether during or for a period of up to 5 years after the completion of this Order, to inspect all or any of the books of account and other records of the Vendor which relate to this Order.

### 19. Data Protection

*Vendor as Data Processor of Company Personal Data*

19.1 This clause 19.1 applies to all the Vendor’s Processing of Company Personal Data, save where the Vendor Processes the Company Personal Data as a Data Controller in accordance with clause 19.3.

- The Company appoints the Vendor as its Data Processor of the Company Personal Data.
- The Vendor shall Process the Company Personal Data only:
  - on behalf of the Company (and not for itself);
  - for the purpose of providing the Services;
  - so far as necessary to provide the Services; and
  - in accordance with the Company’s reasonable instructions from time to time.
- Should the Vendor appoint any subcontractors as further Data Processors on behalf of the Vendor, the Vendor shall engage them on terms that provide equivalent protections to those set out in this clause 19.

#### Data Transfers

- The Vendor may not Process, nor permit any subcontractor to Process, the Company Personal Data outside the Company’s jurisdiction.
- Where the Company permits any Processing outside the Company’s jurisdiction on the basis of Model Clauses, the Vendor shall enter into (and shall procure that any of the Vendor’s subcontractors (including the Vendor’s Affiliates as appropriate) who is to be a Data Processor under such transfer enters into) such Model Clauses as the Company shall reasonably specify with any combination of the Company and its Affiliates that the Company may specify.
- The Vendor shall not perform any further transfers of the Company Personal Data outside the Company’s jurisdiction beyond the transfer permitted in accordance with paragraphs (d) and (e) without complying with the requirements of those paragraphs again in respect of such further transfers, and so on.
- The Vendor shall keep a list of the details of all transfers of the Company Personal Data and shall allow the Company to review the list upon request.

*Vendor as either Data Processor or (to the extent permitted in clause 19.3) Data Controller of the Company Personal Data*

19.2 This clause 19.2 applies both to the Vendor’s Processing the Company Personal Data as a Data Processor, and (to the extent permitted in clause 19.3) to its Processing the Company Personal Data as a Data Controller.

- The Vendor shall comply with applicable data protection law in Processing the Company Personal Data.
- Each party shall reasonably cooperate with, and assist, the other in respect of any:
  - threat to, or compromise of, the confidentiality, integrity or availability of the Company Personal Data; and
  - Communications, requests (e.g. subject access requests, or requests to correct or delete), objections or any other communications received from Data Subjects, regulatory authorities or any other person concerning the Company Personal Data.
- The Vendor shall:
  - notify the Company:
    - within 24 hours if it becomes aware of an event identified in paragraph (b)(i); and
    - within one working day if it receives any communication of the type set out in paragraph (b)(ii); and

- (ii) not respond directly to any communication of the type set out in paragraph (b)(ii) without the Company’s permission.
- (d) The Vendor shall implement and maintain appropriate (bearing in mind the nature of the data and of the Processing and the harm that may result from unauthorized Processing, the state of technology and its related cost) technical and organizational measures (including those referred to in clause 20.7) to keep the Company Data secure and to protect it from unauthorized use or access, accidental loss, damage, destruction, theft or disclosure.
- (e) The Vendor shall disclose Company Personal Data only:
  - (i) to its employees and permitted subcontractors; and
  - (ii) to the extent necessary to Process as permitted in this Clause 19.
- (f) The Vendor shall ensure that all its personnel (i.e. employee, director, agent, contractor etc.) who have access to Company Personal Data:
  - (i) have undergone training in the law and practice of data protection; and
  - (ii) are bound by contractual obligations that provide equivalent protections in relation to Company Personal Data to those set out in this clause 19.

*Vendor as Data Controller of certain Company Personal Data*

19.3 The Vendor may Process on its own behalf (as a Data Controller) Company Personal Data that comprises contact details of personnel of the Company or of its Affiliates only to the extent that the Vendor needs to Process such data for the purpose of: (a) exercising its legal rights; or (b) managing its commercial relationship with the Company and its Affiliates, provided this shall not include marketing to individual employees of the Company or its Affiliates, or of a supplier to any of them.

19.4 “Company Data” means data that either:  
(a) the Company, or a person acting on its behalf, provides to the Vendor, or permits the Vendor to access, in connection with this agreement; or (b) the Vendor creates in providing the Services.

19.5 “Data Controller” means a person who, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.  
19.6 “Data Processor” means a person who Processes Personal Data on behalf of a Data Controller.  
19.7 “Data Subject” means an identified or identifiable individual or legal entity. An “identifiable” individual or legal entity is one who can be identified, directly or indirectly, including by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.  
19.8 “Model Clauses” means model contractual clauses recognized by competent legislative authorities (including bodies exercising the authority to promulgate delegated legislation) for the purpose of permitting a transfer of Personal Data beyond the borders of the relevant country (for example, where the Data Controller is located within the EU Equivalent Protection Area, applicable data protection law may permit the Company to permit the transfer on the basis of the standard contractual clauses for transfers to Data Processors approved by the European Commission pursuant to Article 26(4) of Directive 95/46/EC (the current version of which is that set out in the European Commission’s Decision 2010/87/EU of 5 February 2010)).  
19.9 “Personal Data” means any data that relates to a Data Subject. to “Process” (and variants of it, such as “Processing”) means to perform any operation or set of operations upon data, whether or not by automatic means, such as collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination or otherwise making available), aligning or combining, blocking, erasing or destroying.

**20. General**

20.1 All drawings, plates, cylinders, electrotypes, models, samples, designs, technical information and data or other proprietary information written, oral or otherwise furnished to the Vendor and all rights therein are the property of the Company, and will be delivered to the Company upon demand.

20.2 The obligations of the Vendor under the Order and these conditions shall survive acceptance of the Goods or Services and payment therefor by the Company.

20.3 The Vendor shall have no rights or interests in any of the trademarks, trade names, insignia and designs owned by the Company and/or any of its affiliates which are used on or in connection with the Goods or Services and shall promptly notify the Company of any infringement of such trademarks, trade names, insignia and designs.

20.4 The Vendor shall at all times keep strictly confidential all information of a confidential nature relating to the Goods or Services, the Company and/or any of its affiliate which the Vendor may receive from the Company or any of its affiliates.

20.5 No materials bearing any trademark owned by the Company (including its subsidiaries and affiliates) and no materials designed to the Company’s specifications may be supplied by the Vendor to any third party without prior written approval of the Company.

20.6 The Order and these conditions shall be governed by and construed in accordance with the laws of Singapore save that the shipping terms used herein shall have the meanings ascribed to them in the Incoterms 2010. The Parties to this Order hereby irrevocably submit for all purposes of or in connection with this Order to the non-exclusive jurisdiction of the courts of Singapore.

20.7 Information Security

In applicable cases, the Vendor shall implement the technical and organizational measures which are set out in the Information Security Schedule available at <https://www.pmi.com/legal/legaldocuments>. (as varied or replaced from time to time).

20.8 Responsible Sourcing Principles

The Vendor shall procure and ensure that its directors, officers, employees, agents, consultants, Subcontractors, Vendor’s Personnel or other authorized representatives (“Representatives”) comply with the practices, principles and standards outlined in the Responsible Sourcing Principles at <https://www.pmi.com/resources/docs/default-source/pmi-sustainability/responsible-sourcing-principles.pdf> and the corresponding Implementation Guidance (IG) at [https://www.pmi.com/resources/docs/default-source/pmi-sustainability/rsp-implementation-guidance-en.pdf?sfvrsn=c72890b5\\_2](https://www.pmi.com/resources/docs/default-source/pmi-sustainability/rsp-implementation-guidance-en.pdf?sfvrsn=c72890b5_2) in the areas of human rights, environmental responsibility and business integrity. The Vendor shall commit to adhering to and continuously improving the expectation outlined therein. Upon the request from PM SG, the Vendor shall authorize PM SG or any organization acting on behalf of PMI to conduct assessments at Vendor’s premises to verify compliance with the Responsible Sourcing Principles.

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