



# GLOBAL TERMS AND CONDITIONS OF SERVICE

These Global Terms and Conditions of Service (the “**Conditions**”) shall automatically apply to all services rendered by KGS Pte Ltd (“**KGS**”) to its clients who agree to purchase KGS’s services (“**Client(s)**”) as stated in the Quotation or Tax Invoice issued by KGS.

By accepting KGS’s Quotation or Tax Invoice, the Client unequivocally and unreservedly agrees to engage KGS’s services subject to the following Conditions:

## 1. FORMATION OF CONTRACT

- 1.1. Any Quotation or Tax Invoice issued by KGS is subject to these Conditions, which, for the avoidance of doubt, is incorporated into the contract between KGS and the Client.
- 1.2. The Client shall communicate its acceptance of KGS’s Quotation or Tax Invoice by signing and stamping the acceptance copy of the Quotation or Tax Invoice with the Client’s company seal and returning the same to KGS. Such communication shall be effective upon KGS’s receipt of the signed and stamped acceptance copy (e.g. by way of e-mailing the scanned copy). Alternatively, the Client may communicate its acceptance of KGS’s Quotation or Tax Invoice in writing to KGS (e.g. via e-mail) and such communication shall be effective upon KGS’s receipt and acknowledgement in writing. Each order which is so accepted by either of these means shall constitute an individual legally binding contract between KGS and the Client and such contract is hereafter referred to in these Conditions as an “**Order**”.
- 1.3. These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Client, and no addition alteration or substitution of these terms will bind KGS or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the KGS’s behalf.

## 2. SCOPE OF SERVICES

- 2.1. Unless specified by the Vendor and agreed to in writing by KGS, all services supplied by KGS shall be in accordance with the activity as stated in the relevant Quotation or Tax Invoice. KGS shall carry out the said services with reasonable care and skill. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.
- 2.2. For the avoidance of doubt, the services supplied by KGS shall be limited to one or more of the following services, as finalised and incorporated into the Order based strictly on the activity stated in the relevant Quotation or Tax Invoice issued by KGS to the Client:

- (a) Disposal

KGS shall provide a one-stop solution for decommissioning of the Client's used IT Assets (e.g. Desktop, Monitor, Laptops, Servers, Network Equipment's, Printers, Circuit Boards and other IT Peripherals). KGS's skilled and experienced team will manage the whole process for you (transportation, data sanitization and value recovery). As KGS values the environment, its workflow is carried out in a sustainable way, minimizing environmental and social impact. KGS provides a buy-back value for items that still possess market value.

KGS also provides contract term disposal for our customers. KGS would do it on a credit term or monthly payment basis with a minimum of one-year contract. KGS will arrange a monthly scheduled collection for the client and will provide them with a Certificate of Disposal and Destruction. A service report will be provided showing the deducted and balanced credit or a receipt for the monthly deduction. There will be a \$100 deposit for each bin if the Clients require a recycling bin to be placed in their premises. The deposit will be returned to the Clients once the credits are exhausted/expired and the Client wishes to terminate the contract. However, the Clients will not receive the deposit if the contract is terminated before the maintenance period or if there is any damage to the bin. Remaining credits will not be refunded back to the Client if it wishes to terminate the contract before the maintenance period. Remaining credits will only be refunded if the Client chooses to extend its contract with a new credit term.

The disposal of the IT equipment shall be done in accordance with ISO standards, as KGS is certified in ISO 9001, ISO14001, ISO45001 and these



ISO standards are applicable to all of KGS's services. Certificate of Disposal will be subjected to an administration fee.

The Client is solely responsible for ensuring that all data has been permanently erased from any devices prior to collection by KGS Pte Ltd.

KGS Pte Ltd shall not be liable for any data loss, breach, or disclosure arising from equipment collected, unless the Client has formally engaged KGS Pte Ltd's Data Destruction Services in writing.

By proceeding with the collection, the Client agrees to these terms.

(b) Data / Equipment Destruction

KGS provides destruction services for both on-site and off-site and a certificate of destruction will be given upon completion. The Destruction methods are: (1) Degaussing, (2) Data Secure Erasure and (3) Physical Destruction (i.e. via crushing ).

(c) Secure Paper Shredding

KGS provides off-site shredding service. As KGS is ISO compliant (ISO 45001:2018, ISO 14001:2015 and ISO9001: 2015), it will help Clients to meet its audit requirements. A certificate of destruction will be issued after the destruction process is completed.

KGS will collect the paper from the Client's premises and bring it back to KGS's warehouse. The items will be weighed first before it is sent for shredding. Documents will be shredded according to Din 66399 P-3 standards unless specified otherwise (Din 66399 P-5). An invoice will only be issued after we weighed the documents. A certificate of destruction will be issued to the Client after destruction is completed. The overall weight of the document will be indicated in the certificate. The shredded paper will then be sent to a recycling facility.

KGS also provides contract term disposal for its Clients. KGS will do it on a credit term or monthly payment basis with a minimum of one-year contract. KGS will arrange a monthly scheduled collection for the Client and will provide them with a Certificate of Disposal and Destruction. A service report will be provided showing the deducted and balanced credit or a receipt for the monthly deduction. There will be a \$100 deposit for each bin if Clients require a recycling bin to be placed in their premises. The deposit will be returned to the Clients once the credits are exhausted/expired and the Client wishes to terminate the contract. However, the Clients will not receive the

deposit if the contract is terminated before the maintenance period or if there is any damage to the bin. Remaining credits will not be refunded back to the Client if it wishes to terminate the contract before the maintenance period. Remaining credits will only be refunded if the Client chooses to extend its contract with a new credit term.

(d) Paper Disposal

For documents that do not contain any confidential information, KGS will collect the documents from the Client's site. The documents will be weighed in KGS's warehouse. An invoice will only be issued after KGS has weighed the documents. The papers will then be sent for recycling purposes. A Certificate of Disposal will only be issued if the Client requests for it. Certificate of Disposal will be subjected to an administration fee.

2.3. The service(s) that is/are incorporated into the Order shall be:

- (a) undertaken by KGS in compliance with the Personal Data Protection Act 2012 (as amended and in force from time to time); and
- (b) performed on a date that is to be mutually agreed between the parties in writing.

### 3. PRICE & PAYMENT TERMS

3.1. The price of the service(s) shall be KGS's quoted price which shall be binding on the Client, provided that the Client shall accept KGS's quotation within 30 calendar days. The Client shall pay Goods and Services Tax ("**GST**") at the prevailing rate, on the price of the service(s). KGS may by giving notice to the Client at any time up to 21 calendar days before delivery of the service(s), increase the price of the service(s) to reflect any increase in the cost to KGS which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of KGS (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other costs). Any additional costs to KGS caused by defects in the Purchaser's specification shall be chargeable in addition to the quoted price.

3.2. Unless otherwise agreed to by KGS's authorised representative in writing, the payment

terms shall be Net 14, i.e. payment in full within 14 calendar days of the invoice date. If payment is not received by the due date, KGS reserves the right to charge

interest at the rate of 5.33% per annum.

- 3.3. If KGS agrees to cancel or suspend any Order or part thereof, without prejudice to any other rights that KGS may have, the Client shall reimburse KGS for any costs and expenses incurred by KGS as a result of such cancellation or suspension.
- 3.4. For the avoidance of doubt, reference to “calendar days” in these Conditions shall include weekends and public holidays, regardless of any firm closures.

#### 4. ACCEPTANCE

- 4.1. The Client shall be deemed to have accepted all services (as specified in the Order) rendered by KGS upon the expiry of 14 calendar days after the performance by KGS of the services as notified by KGS.

#### 5. FORCE MAJEURE

- 5.1. KGS shall not be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by KGS to the Client of such cause, KGS shall be allowed a reasonable extension of time for the performance of its obligations.
- 5.2. For the purposes of this Condition, "**Force Majeure**" shall mean national emergencies, war, embargoes, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities, earthquakes, fire, lightning, flood or any other catastrophic event in Singapore caused by the forces of nature, or events or circumstances outside the reasonable control of KGS thereby.

#### 6. CONFIDENTIALITY

- 6.1. Both KGS and the Client shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.



## 7. LIMITATION OF LIABILITY

- 7.1. Notwithstanding anything contained in these Conditions or the Order or otherwise, in no circumstances shall KGS be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof: (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.
- 7.2. Notwithstanding anything contained in these Conditions (except for Condition 7.1 above) or the Order or otherwise, KGS's liability to its Client in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to 10% of the price of the services as stated in the Quotation or Tax Invoice.

## 8. CLIENT'S NON-PAYMENT AND INSOLVENCY

- 8.1. In the event of:
  - 8.1.1. the Client making any voluntary arrangement with its creditors or becoming subject to an administration order or going into liquidation;
  - 8.1.2. an encumbrancer taking possession or a receiver being appointed, of any of the Client's property or assets;
  - 8.1.3. the Client ceasing or threatening to cease to carry on business; or
  - 8.1.4. KGS reasonably apprehending that any of the above events is about to occur in relation to the Client;

then KGS shall, without prejudice to any other right or remedy available to it, be entitled to cancel any Order or suspend any further performance of any services pursuant to any Order without liability to the Client and the price of any services performed by KGS pursuant to any Order shall become immediately due and payable.



## 9. APPLICABLE LAW AND DISPUTE RESOLUTION

- 9.1. The Order shall be considered a contract made in Singapore and shall be governed in all respects by the laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the Singapore courts.
- 9.2. KGS and the Client agree that any dispute or difference arising under, out of or in connection with the Order shall first be referred and discussed between management within 14 calendar days from a written request by either party. If such dispute or difference remains unresolved after this 14-day period, or such extension as the parties may agree, either party may commence legal action against the other, subject to this Conditions.

## 10. ENTIRE AGREEMENT

- 10.1. The Order (read in conjunction with these Conditions) constitutes the entire agreement between the parties hereto and wholly cancels, terminates and supersedes all previous negotiations, agreements and commitments, whether formal or informal, oral or written, with respect to the subject matter hereof.

## 11. AMENDMENTS

- 11.1. KGS reserves the right to amend these Conditions from time to time and shall take reasonable efforts to inform its Clients of the same. It is the obligation of the Clients to be kept updated of these Conditions, which can be found at [www.kgs.com.sg](http://www.kgs.com.sg). KGS shall make available the updated Conditions to its Clients at the latter's request.
- 11.2. The Order shall not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorised representative of the party against whom enforcement is sought.

## 12. ASSIGNMENT

- 12.1. The Order is personal in its nature and the Client shall not assign, transfer, delegate or otherwise dispose of any of its rights or obligations hereunder, in whole or in part, without the prior written consent of KGS thereof.



### 13. NO WAIVER

- 13.1. No failure to exercise or delay in exercising any right or remedy under these Conditions or the Order by KGS shall operate as a waiver thereof or of any other right or remedy which KGS may have hereunder, nor shall any single or partial exercise of such right or remedy preclude any further exercise thereof or of any other right or remedy which KGS may have hereunder.
- 13.2. KGS's rights and remedies provided herein are cumulative and not exclusive of any rights and remedies provided by law, in equity or otherwise.

### 14. NOTICES

- 14.1. All notices, requests or other communications required or permitted to be given hereunder shall be in writing in the English language and shall be sent by certified or registered airmail letter, postage prepaid, or facsimile to KGS at its address set forth below or to such other address as may from time to time be notified by KGS:

8 Tuas South Lane, #01-71, Singapore 637302, 69507630, [ask@kgs.com.sg](mailto:ask@kgs.com.sg)