

GENERAL CONDITIONS OF PURCHASE

1. Conclusion of Contract

1.1 Orders, agreements and contractual changes shall only be binding if made or confirmed by the Purchaser in writing. All written correspondence shall be addressed to the Purchaser's purchasing department which places the purchase order ("Purchase Order"). Each such Purchase Order shall be deemed to incorporate these General Conditions of Purchase ("Conditions") and these Conditions shall have the same force and effect as if expressly set in the body of the Purchase Order. A Purchase Order may be modified or cancelled by the Purchaser at any time prior to its receipt of the written acceptance by the Seller. When accepted by the Seller, a Purchase Order supersedes all prior agreements, purchase orders, quotations, proposals and other communications covered by the Purchase Order. The Seller shall be deemed to have accepted a Purchase Order, including these Conditions, and forms a binding contract ("Contract") by doing any of the following: (i) commencing any work under the Purchase Order; (ii) accepting the Purchase Order in writing; or (iii) any other conduct that recognizes the existence of a Contract with respect to the subject matter of the Purchase Order. Any agreement reached with any other department of the Purchaser intended to vary agreed terms and conditions of the Contract, must first be confirmed by the purchasing department which is actually placing the order in writing and expressly stated in and/or attached to the Purchase Order. The Purchase Order and these General Conditions, and any attachments thereto, shall be considered the complete agreement between the Purchaser and Seller with respect to the subject matter hereof.

1.2 The Seller's terms and conditions of sale shall not apply unless expressly accepted by the Purchaser in writing. The Seller shall be deemed to have accepted these Conditions if it complies with an order. These Conditions shall apply to any Contract to the exclusion of any other terms and conditions on which any quotation has been given to Purchaser. No local, general, or trade custom or previous course of dealing or performance will alter or vary these General Conditions.

1.3 No variation to the Contract or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Purchaser and the Seller.

1.4 The Seller shall treat the Contract as confidential. The Seller shall only inform third parties that it supplies the Purchaser with the latter's written permission.

2. Prices

2.1 Agreed prices shall remain fixed and are to be understood as inclusive of delivery to the Purchaser's place of use, packaging, freight, packing, shipping, carriage, insurance and delivery and any sales, use, excise, value-added, business, and other taxes, duties, imports or levies. Agreed prices shall remain fixed notwithstanding any variation in the Seller's costs (including the cost of raw materials) howsoever occasioned whether as a result of circumstances beyond the Seller's control or otherwise.

2.2 The Purchaser reserves the right to accept delivery of a greater or lesser quantity of goods and shall be not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries of goods.

3. Trade Terms

3.1 INCOTERMS 2020 shall apply to the interpretation of terms used in the Contract.

3.2 The quantity, quality and description of the goods shall, subject as provided in these Conditions, be as specified by the Purchaser to the Seller or agreed in writing by the Purchaser.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the goods.

3.4 The Seller shall not unreasonably refuse any request by the Purchaser to inspect and test the goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Purchaser with all facilities reasonably required for inspection and testing.

4. Certificates of Origin, Export Restrictions

4.1 The Seller shall promptly make available any certificates of origin requested by the Purchaser with all the necessary details filled in and properly signed.

4.2 The Seller shall inform the Purchaser if the goods to be delivered are partly or wholly subject to export restrictions under Singapore or other (e.g. US American) foreign trade law and the Seller shall indemnify the Purchaser against any and all consequences of its failure to do so.

5. Delivery Dates

5.1 All goods shall be delivered by the Seller at the agreed delivery dates at the Purchaser's place of use. If the Seller is unable to deliver the goods within the specified time then provided that the Seller shall have given the Purchaser written notice not less than 14 days before an agreed delivery date of its inability to deliver the goods on such date, the Purchaser may, at its absolute discretion, grant to the Seller an extension of time within which to deliver such goods. Any extension of time granted by Purchaser shall not prejudice any of the Purchaser's rights and remedies.

5.2 The time of delivery of the goods is of the essence of the Contract. The Seller hereby recognises and acknowledges that any delay in delivery may lead, inter alia, to the Purchaser being exposed to liability to its customers.

5.3 If the goods or any part thereof are not delivered at the agreed delivery dates, or, if applicable, within any extension of time granted by the Purchaser in accordance with the preceding sub-clause, the Purchaser shall be entitled to terminate the Contract in respect of the goods remaining undelivered and of any other goods already delivered under the Contract which cannot be effectively and commercially used by reason of the non-delivery of the aforesaid undelivered goods. On such determination the Purchaser shall without prejudice to any other right or remedy available to the Company, be entitled to exercise any one or more of the following remedies:

(a) to return to the Seller at the Seller's risk and expense any goods already delivered but which cannot be effectively and commercially used as aforesaid and to recover from the Seller any monies paid by the Purchaser in respect of such goods;

(b) to recover from the Seller any additional expenditure incurred by the Purchaser in obtaining other goods in replacement of those in respect of which the Contract has been terminated and claim any other damages incurred thereby and the Seller shall indemnify the Purchaser in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser (including any liability incurred by the Purchaser to any of its customers) as a result of or in connection with:

- (i) breach of any warranty given by the Seller in relation to the goods;
- (ii) any failure by the Seller to deliver the goods by the respective delivery due dates.

5.4 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.

5.5 The Purchaser shall be entitled to reject any goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any goods until the Purchaser has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent. All rejected goods shall be returned to the Seller at its own risk and expense. The Purchaser's payment of any invoice shall not be deemed to be acceptance of the goods delivered, and its acceptance of the goods shall not be construed as evidence that the goods do conform in all respects with the requirements set forth in the Contract, or as a waiver of Seller's warranty obligations.

5.6 The Seller is responsible for properly and carefully packing and shipping the goods, at its expense unless otherwise specified, and shall comply with any documentary requirements or instructions of the Purchaser in the shipment process. The Purchaser shall be entitled but not obliged to return any packaging materials to the Seller.

6. Title and Risk

6.1 Title in the goods shall pass to the Purchaser upon delivery, unless payment for the goods is made prior to delivery, in which case it shall pass to the Purchaser once payment has been made and the goods have been appropriated to the Contract.

6.2 The Seller warrants:

- (a) free and clear title to the goods, free and clear from any and all liens, restrictions, reservations, security interests and encumbrances.
- (b) the goods will (i) be of satisfactory quality, conform to the best industry standards and the technical and quality standard, description and specifications notified to the Seller and all representations, descriptions, advertisements, brochures, drawings, with any relevant specification or sample made or given by Seller; (ii) be safe, durable, of good quality and fit for the purposes for which goods of that kind are commonly supplied; (iii) free from any defects in manufacturing, material or otherwise; and
- (c) all materials used by Seller in the goods (including their manufacture) will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

6.3 The Seller represents and warrants, that it has all necessary permits, licenses and approvals required to fulfil its obligations under the Contract and will perform its obligations in compliance with industry best practices, international business standards, and all existing and relevant laws, ordinances, codes and regulations which may be applicable to the Seller and all laws and regulations of Singapore and any other applicable laws of any jurisdiction).

6.4 Irrespective of vesting of title and any other provision herein to the contrary, the Seller shall bear the risk of loss and damage, and shall insure or self-insure for the benefit of the Seller and the Purchaser the goods in its care, custody and control, including free issue material supplied to the Seller for incorporation into, or work in conjunction with, the goods, or manufacturing aids which are or become the property of the Purchaser until the same are delivered to Purchaser in accordance with the provisions of the Contract.

7. Manufacturing Aids

All manufacturing aids including designs, drawings, models, samples, tools, measuring and testing equipment, delivery and testing instructions, lent by the Purchaser to the Seller for the execution of the Contract, shall remain the property of the Purchaser. The manufacturing aids made by the Seller for the execution of the Contract at the Purchaser's expense shall become the property of the Purchaser from the time of manufacture. They shall be kept for the Purchaser by the Seller until delivery. The above-mentioned manufacturing aids and the objects manufactured therewith shall not be used for other purposes, duplicated or passed on to third parties. They shall be secured against unauthorized inspection and use. They shall be returned to the Purchaser by the Seller without demand when they are no longer required.

8. Non-waiver

No failure or delay by the Purchaser in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

9. Warranty

9.1 Without prejudice to any conditions or warranties as to the goods supplied which may be implied by law or by custom or usage, which implied conditions or warranties will at all times remain applicable in full force and effect, the goods supplied shall comply with all laws, regulations and rules of any relevant public and/or government authorities and trading associations relating to technical safety, health and safety at work and environmental protection.

9.2 The warranty period shall be one year following delivery. The warranty period for spare parts and goods for resale especially designated as such in the Contract shall be one year following their commissioning or delivery to the third party customer and shall come to an end at the latest upon the expiry of eighteen months following delivery to the Purchaser.

9.3 The Seller shall repair defects in the delivered goods which have been notified by the Purchaser during the warranty period (including the failure of the goods to comply to warranted properties) promptly upon request and at the Seller's own cost, including additional expenses. In the event of such repair being impossible or of it being unreasonable to expect the Purchaser to accept required components, the Seller shall at its own cost replace the defective components by components which are free from any

defect.

9.4 The Seller warrants, represents and covenants that the manufacture, sale distribution and use of the goods do not infringe directly or indirectly any valid patent, copyright, trade secret, trademark, trade name, or other intellectual property right, and the Seller agrees to release, defend, protect, indemnify and hold the Purchaser harmless from and against any and all costs (including attorney fees and court costs), expenses, fines, penalties, losses, damages, and liabilities arising out of any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the manufacture, sale, distribution or use of the goods.

9.5 In urgent cases or in the event of the Seller being in default of its obligations of repairing defects, the Purchaser shall be entitled to take the necessary steps itself, but at the Seller's cost and without prejudice to the Seller's warranty obligations. In the event of such remedy not being possible or being unreasonable, the Purchaser's right to cancel the Contract or to require a reduction in the purchase price shall remain unaffected.

10. Drawings and other Documents, Tools

10.1 All information and/or material provided by the Purchaser to the Seller in connection with or arising out of the Contract shall be treated as confidential and shall not be divulged to any other party without the prior written consent of the Purchaser. Any explanatory documents, devices, tools, models etc, which have been made available to the Seller shall remain the property of the Purchaser and shall for the duration of the Contract be securely stored by the Seller on behalf of the Purchaser. Such materials may only be used and made available to third parties as agreed in the Contract.

10.2 Tools and other manufacturing equipment paid for by the Purchaser shall not be scrapped nor be made available to third parties (in particular for production purposes) by the Seller without the written consent of the Purchaser.

10.3 The Purchaser reserves and retains all its intellectual property rights in the drawings and in goods produced according to its instructions as well as in any processes developed by it.

11. Delivery and Shipping Instructions

The stipulated delivery and shipping instructions must be observed.

12. Payment

12.1 The Purchaser shall render payment either within 14 days following delivery and receipt of invoice in which case the Purchaser shall be allowed a cash discount of 3%, or by the end of the month following the month of delivery and receipt of invoice (whichever is the later).

12.2 If the Purchaser renders payment by means of bills of exchange it shall pay an appropriate discount rate.

12.3 The Purchaser shall not be deemed to have accepted the invoices presented to it merely by virtue of its rendering payment.

12.4 The Seller shall be entitled to assign its rights arising out of the Contract to third parties with the written consent of the Purchaser.

12.5 The Purchaser shall be entitled to set off against the price any sums owed to the Purchaser by the Seller.

12.6 The Purchaser may withhold from payments to be made to the Seller amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.

13. Governing Law

The Contract and all questions concerning its construction, performance, validity and interpretation shall be governed by the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

14. Place of Performance, Partial Invalidity, Place of Jurisdiction

14.1 Unless specified in the Purchase Order, the place of performance for payment shall be the place where the Purchaser's registered office is situated.

14.2 Each of the provisions of the Contract is severable and distinct from the others so that if any provisions of the Contract are held to be invalid, void, illegal or unenforceable under any applicable law or by any order of any court of competent jurisdiction, the remaining provisions shall not be impaired or affected by such illegality or invalidity or unenforceability and shall continue to bind Purchaser and Seller.

14.3 The place of jurisdiction shall be Singapore. The Purchaser may, however at the Purchaser's option also sue the Seller in the Seller's own jurisdiction.

15. General Conditions

15.1 No person who is not a party to the Contract (including any employee officer agent representative or sub-contractor of either party) shall have any right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any terms of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.

15.2 All rights and remedies granted to the Company pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity. The provisions of the Contract that by their nature should survive any termination of the Contract.

15.3 No waiver by the Purchaser of any breach of any provision of these Conditions by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.4 If any provision herein is held by any competent authority to be invalid or unenforceable in whole or in part the validity of other provisions and the remainder of the provision in question shall not be affected thereby.