

TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS

1.1. In these conditions:

"Buyer" means a person to whom the Seller is to supply Goods pursuant to an order;
"Contract" means any contract for the sale of Goods by the Seller to the Buyer;
"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Seller and the Buyer.
"Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods and/or performance of the Services, incorporating these Conditions.
"Goods" means goods and/or materials which the Seller supplies to the Buyer pursuant to a Contract;
"GST" means goods and services tax under the Goods and Services Tax Act, Chapter 117A of Singapore, as amended from time to time;
"Seller" means CDI Energy Products Pte Ltd. and
"Services" means any services agreed in the Contract to be performed for the Buyer by the Seller (including any part or parts of the Services.

1.2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2. APPLICATION

2.1. These Conditions shall govern the Contract for the supply or sale of the Goods and/or performance of the Services. The parties acknowledge that any documents emanating from the Buyer which contain printed or standard conditions have been and shall be sent by the Buyer and received by the Seller on the understanding that they appear on the Buyer's documents because they are printed thereon but have no legal effect whatever and the Buyer waives any rights which the Buyer otherwise might have to rely on such conditions.

2.2. These Conditions shall cancel and supersede any earlier version or edition of Conditions of Sale of the Seller.

2.3. The occurrence of any of the following shall constitute unqualified acceptance of these conditions by the Buyer:

- 2.3.1. acceptance by the Buyer of a quotation from the Seller;
- 2.3.2. acceptance by the Buyer of delivery of the Goods; or
- 2.3.3. issuance of an order by the Buyer.

2.3.4. A variation or waiver of these conditions is valid only if it is in writing and signed by a director of the Seller and a director (or an authorised representative) of the Buyer.

3. DESCRIPTION, QUOTATIONS AND ACCEPTANCE

3.1. Quotation by the Seller does not constitute an offer and the Seller may withdraw or revise a quotation at any time before acceptance of the Buyer's order.

3.2. The Seller's acceptance of any oral or written order from the Buyer shall be effective only where such acceptance is in writing on the Seller's order acceptance form and signed by an authorised representative of the Seller.

3.3. All Goods are supplied subject to reasonable availability to Seller of suitable materials and components. Seller reserves the right to substitute suitable alternative materials and components where necessary.

3.4. All designs, drawings, descriptive matter, weights, dimensions, specifications and other information contained in or published on the Seller's brochures, catalogues websites and advertising material are approximate and by way of information only, and are intended merely to present a general idea of the goods or services described therein and shall not form part of the Contract, or give rise to any independent or collateral liability of any kind. All prices/discounts specified or listed in or on such media are subject to alteration or withdrawal from time to time without notice.

3.5. The Buyer:

- 3.5.1. acknowledges that selecting goods and/or services requires the Buyer to use its own skill and judgement as to which of the Seller's goods and/or services meets the Buyer's requirement;
- 3.5.2. warrants that it has such skill and judgement and undertakes to exercise it at all times in selecting goods and/or services;
- 3.5.3. agrees it will be responsible for ensuring that goods and/or services selected are fit or suitable for the Buyer's purpose; and
- 3.5.4. agrees that the Seller shall not be responsible for any selection made by the Buyer and will not have any liability to the Buyer for any loss, damages, costs or expenses suffered by the Buyer as a result thereof.

3.6. Samples are sent and inspected solely to enable the Buyer to judge the quality of the bulk and shall not render any sale a sale by sample.

3.7. All samples are to remain the property of the Seller and shall be returned to the Seller on request.

3.8. All designs, drawings, specifications, brochures, catalogues, websites, price lists, advertising material and computer software are the copyright of and shall remain the property of the Seller and must not be copied, reproduced or divulged either directly or indirectly to any other person without Seller's prior written permission.

4. DELIVERY

4.1. Any time or date quoted by the Seller for delivery of Goods or performance of Services is given and intended as an estimate only and subject to availability of stock or availability of labour. The Seller shall not be liable in any circumstances for any loss or damage of any kind caused by a failure to deliver or perform within such time.

4.2. Delivery shall be at the Buyer's expense unless otherwise agreed by the Seller.

4.3. Unless otherwise agreed in writing, the Seller is entitled to make deliveries by instalments or partial deliveries. Each instalment shall be construed as constituting a separate contract to which all the provisions of these Conditions shall (with any necessary alterations) apply.

4.4. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

4.5. The Buyer shall take delivery of the Goods promptly upon the delivery date or dates or at the intervals stated in the Contract or as soon thereafter as the Buyer is notified by the Seller that the Goods are available for delivery. If for any reason the Buyer fails to call off or give delivery instructions, or take delivery of the Goods on the due date, or upon receipt of such notification, or otherwise causes or requests a delay in delivery, then, without prejudice to any other rights of the Seller hereunder, the Seller shall be entitled to store or arrange for the storage of the Goods and if it does so it shall so inform the Buyer in writing;

- 4.5.1. the Buyer shall pay or reimburse the reasonable costs (including insurance) of such storage from the due date, or the date of notification as aforesaid, until delivery to the Buyer; and
- 4.5.2. if 30 days after the day on which the Seller notified the Buyer that the Goods were ready for delivery, the Buyer has not taken delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, charge the Buyer for any shortfall below the quoted or list (as applicable) price of the Goods.

4.6. Notwithstanding any other provision of these conditions, if the Buyer refuses or fails to take delivery of Goods tendered in accordance with the Contract, the Seller may terminate the Contract with immediate effect, may dispose of the Goods as it sees fit and may recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs from the due date of delivery).

4.7. In cases where the Seller carries or procures the carriage of the Goods, the Seller shall not in any event be liable for loss of or damage to the Goods in transit unless the following conditions are complied with:

- 4.7.1. in the case of any loss from a consignment of Goods or of damage to the Goods the Seller must be notified in writing within 3 clear business days of delivery to the Buyer;
- 4.7.2. in the case of non-delivery of the whole consignment of the Goods, the Seller must be notified in writing within 21 clear days after the date of invoice.
- 4.8. Claims for shortage or other quantity errors must be made in writing to the Seller within five (5) days after delivery.
- 4.9. If the Goods are to be exported from Singapore, the Buyer shall obtain at its expense such import licences and other consents relating to the Goods as may be required and, if requested, shall make such licences and consents available to the Seller prior to shipment.

5. PRICE, TENDERS, PACKING AND CARRIAGE

5.1. Subject to this Condition 5, the price of the Goods and/or Services shall be the Seller's quoted price or, where no price has been quoted, the Seller's list price current at the date of acceptance of the order. All prices quoted are valid for the period stated on the quotation or if no period is stated, 30 days or earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.

5.2. The Seller reserves the right by giving notice to the Buyer at anytime before delivery or performance to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, increases in raw materials or labour, foreign exchange fluctuation, currency regulation or alteration of duties), any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give adequate information or instructions.

5.3. Any tender made by the Seller may be withdrawn at any time before acceptance. If not accepted within 60 days from the date of tender, it shall be deemed to have been withdrawn.

5.4. Unless otherwise agreed, packing will be charged for in addition to the price of the Goods and packing cases and materials are not returnable. The Goods will be suitably packed for withstanding the conditions of normal delivery/shipment. Tropical or other special packing will only be supplied on express written request and will be charged for in addition to the price.

5.5. Unless otherwise specified, GST and any other tax or duty payable by the Buyer is not included in the price.

5.6. Unless otherwise agreed all prices for Goods are given on an ex works basis and where the Seller agrees to deliver Goods otherwise than at the Seller's premises:-

- 5.6.1 Goods for home market: carriage charges will be invoiced to Buyer at the Seller's rates prevailing at time of dispatch.
- 5.6.2 Goods for export markets: carriage charges shall be invoiced on the terms specifically stated in the Contract, or otherwise at Seller's rates prevailing at the time of dispatch.

6. PAYMENT

6.1. Payment of invoices shall be made in full before delivery of the Goods unless the Seller, at its sole discretion, has determined a payment term for the delivery of the Goods which the Seller shall notify the Purchaser of in writing. Time shall be of the essence of payment. The Seller may suspend the supply of Goods to the Buyer where any amounts are overdue under any Contract until all such amounts have been paid.

6.2. Where payment is overdue the Seller shall be entitled to charge:-

- 6.2.1. A fee of S\$100 in respect of the Seller's administration costs of dealing with the Buyer's failure to pay in accordance with the Contract; or
- 6.2.2. Interest at the rate of three (3) per cent, per month from the due date for payment until receipt by the Seller of the full amount (including any accrued interest) whether before or after judgment.

6.3. If the Buyer changes the method of payment after an order is confirmed the Seller may, at its discretion, impose a transaction fee on such payment.

6.4. Where payment is due in Singapore dollars payment may in the absolute discretion of the Seller be accepted in a foreign currency, provided that payment is made at the exchange rate applicable at the date of payment and the Buyer pays in addition any charges incurred by the Seller in exchanging the currency into Singapore dollars.

6.5. If in the Seller's opinion, the Buyer's creditworthiness deteriorates before delivery of the Goods, the Seller may require full or partial payment of the price prior to delivery or the provision of security by the Buyer in a form acceptable to the Seller.

6.6. Notwithstanding any contrary act of the Buyer, all payments made by the Buyer to the Seller shall be applied first to Goods which the Buyer has resold and then to Goods which remain in the possession or under the control of the Buyer.

6.7. The Seller has a general lien on all property of the Buyer in the Seller's possession (although the Buyer may have paid for it in full) in satisfaction of any amount owed by the Buyer to the Seller under any contract. The Seller may do anything necessary to put such property into a saleable condition, sell it on such terms it may think fit and retain from the proceeds of sale an amount equal to the amount owed by the Buyer to the Seller under any Contract and the costs or expenses incurred by the Seller in putting the property into a saleable condition and selling it.

6.8. The Buyer shall not in any circumstances or for any reason whatsoever be entitled to make any deduction or withhold any sum from the price by way of set-off or counterclaim.

7. LIEN

7.1. In addition to any lien to which the Seller may otherwise be entitled, in the event of the Buyer's insolvency or failure to pay the price or any sum due under the Contract or any other contract with the Seller (including any contract treated as a separate contract by virtue of Condition 7.2 hereof) the Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession for any sums due and unpaid under the Contract or under any contract between the Seller and the Buyer, and for the reasonable costs of storing, handling and insuring the goods during the exercise of such lien, which costs shall accrue from day to day.

7.2. The Seller may at any time give notice requiring that all sums due and payable to the Seller on any account whatsoever be paid not later than seven days from the date of the notice. Notice given by the Seller in accordance with this Condition 15 shall be in writing specifying the amount due and the date for payment and shall be sent to the registered or principal office of the Buyer. If all sums due are not paid by the said date the Seller shall be entitled to sell the goods or any part of them to meet all sums owing to the Seller and all expenses on the sale.

8. PROPERTY AND RISK

8.1. Risk in the Goods passes from the Seller to the Buyer in accordance with the delivery terms agreed between the Seller and the Buyer prior to shipment of the Goods.

8.2. Any property of the Buyer in the Seller's possession or under its control and all property supplied to the Seller by or on behalf of the Buyer is held at the Buyer's risk.

8.3. Goods for home market: in cases where the Seller carries or arranges the carriage of the Goods, risk passes upon delivery by the carrier to or to the order of the Buyer. In all other cases risk passes on collection from the Seller's premises.

8.4. Goods for export markets: risk passes in accordance with the Incoterm that the Seller and the Buyer have agreed shall apply to the Contract. In all other cases risk passes on collection from the Seller's premises.

8.5. Notwithstanding delivery and passing of risk, the Goods remain the property of the Seller until the Buyer pays to

- the Seller the agreed price for the Goods (together with any accrued interest) and no other sums whatever shall be due from the Buyer to the Seller.
- 8.6. Until property in the Goods passes to the Buyer the Buyer shall hold the Goods on a fiduciary basis and shall:
- 8.6.1. not part with possession of the Goods;
- 8.6.2. take proper care of the Goods and take all reasonable steps to prevent damage to or deterioration of them;
- 8.6.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 8.6.4. maintain the Goods in satisfactory condition insured for their full price against all risks and hold the proceeds of insurance on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
- 8.6.5. keep the Goods free from any charge, lien or other encumbrance and store the Goods separately to other goods of the Buyer or any third party in a way that they remain readily identifiable as the Seller's property;
- 8.6.6. notify the Seller immediately upon the happening of any of the events set out in Condition 18.2; and
- 8.6.7. give the Seller such information relating to the Goods as the Seller may from time to time require.
- 8.7. Notwithstanding Condition 8.6, the Buyer may use the Goods in its production processes or resell the Goods before ownership has passed to the Buyer. Any sale of the Goods by the Buyer shall be solely on the condition that such sale shall be on the Buyer's own behalf in the ordinary course of Buyer's business at full value and the Buyer shall deal as principal when making such sale. In such circumstances, title
- 8.8. The Seller reserves the right to repossess and resell any of the Goods to which it has retained title. The Buyer's right to possess the Goods shall terminate and all sums shall become due and payable immediately and the Buyer agrees that the Seller shall have the right to rescind or terminate the Contract and/or to suspend any further deliveries or performance under the Contract if:-
- 8.8.1. the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or anything analogous under the law of any jurisdiction occurs in relation to the Buyer or the Seller apprehends that any of the foregoing is about to occur in relation to the Buyer; or
- 8.8.2. the Buyer encumbers or in any way charges any of the Goods or suffers or allows any execution to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts or the Buyer ceases to trade.
- 8.9. The Buyer grants an irrevocable right and licence to the Seller to enter the Buyer's premises during normal business hours in order to inspect or repossess Goods to which it has retained title and the termination for any reason of a Contract shall not affect the continuance in force of this right and licence.
- 8.10. The Seller shall be entitled to recover the price (plus GST) in the event of nonpayment by the Buyer notwithstanding that property in any of the Goods has not passed from the Seller. The Seller may, by notice to the Buyer at any time after delivery, pass property in the Goods to the Buyer with effect from the date of the notice.
- 8.11. Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 8.12. On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Condition 8 shall remain in effect.
- 8.13. The Buyer shall pay to Seller on demand on a full indemnity basis all costs and expenses (including legal expenses) incurred by the Seller in recovering the Goods pursuant to Condition 8.6.
- 9. INFRINGEMENT OF THIRD PARTY RIGHTS**
- 9.1. When Goods and/or Services are supplied or performed to the Buyer's specification or design, the Buyer shall indemnify the Seller fully in respect of loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim made or proceedings brought against the Seller by any party claiming infringement of patent rights, copyright, design right, trade mark or other industrial or intellectual property rights which results from the Seller's use of the Buyer's specification or design.
- 9.2. If at any time it is alleged or, in the Seller's reasonable opinion, likely to be alleged that the Goods infringe the rights of any third party, the Seller may at its option and at its own expense:
- 9.2.1. modify or replace the Goods in such a way which does not detract from their overall performance so as to avoid the infringement; or
- 9.2.2. procure for the Buyer the right to continue to use the Goods; or
- 9.2.3. repurchase the Goods at the price paid by the Buyer less depreciation.
- 9.3. The Buyer shall notify the Seller immediately of any actual or threatened claim or action alleging infringement of the rights of any third party. The Seller shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all reasonable assistance as the Seller may request. The cost of such proceedings shall be borne by the Buyer.
- 9.4. The Buyer warrants that any design or specification furnished or given to the Seller shall not be such as will cause the Seller to infringe any patent copyright design right, trade mark or other industrial or intellectual property right in the execution of the Buyer's order.
- 9.5. The Buyer warrants that any design or specification furnished or given to the Seller shall be complete in every respect (including without limitation all necessary technical information) sufficient to enable the Seller to manufacture the Goods and/or perform Services to comply with all applicable performance, durability, health, safety, conformity and labelling requirements whether of the Buyer or Buyer's customer or howsoever arising at law and the Buyer shall indemnify the Seller fully in respect of loss, damages, costs and expenses incurred by the Seller which results from any incompleteness in the Buyer's specification or design.
- 9.6. Any and all intellectual property that the Seller creates in designing and/or manufacturing Goods and/or Services in accordance with any specifications or instructions of the Buyer shall remain the property of the Seller.
- 10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**
- 10.1. Each party undertakes that it will not during the term of any Contract or at any time thereafter use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information. "Confidential Information" means all information relating to a party's business or financial or other affairs which is not in the public domain including, without limitation, information relating to:
- 10.1.1. customer and supplier names and other details of customers and suppliers, sales targets, sales statistics, market share statistics, prices of goods sold and purchased, market research reports and surveys and advertising or other promotional materials;
- 10.1.2. future projects, business development or planning, commercial relationships and negotiations; and
- 10.1.3. designs, formulae, inventions or improvements relating to products or prospective products designed, manufactured or sold by a party or any other trade secrets or know-how or financial information in relation to the businesses, finances, dealings or affairs of a party.
- 10.2. The subject matter of a Contract shall be treated as confidential between the parties and shall not be disclosed to any third party without the prior written consent of the Seller.
- 10.3. Where the Seller designs the Goods pursuant to a commission from the Buyer, then any copyright, design right or other intellectual property in them shall vest in the Seller and the Buyer agrees that it shall do any acts and execute any documentation required by the Seller to secure vesting of such rights in the Seller.
- 10.4. All tools, patterns and other equipment used in the manufacture of the Goods or the performance of any of the Seller's services shall remain the property of the Seller unless otherwise expressly agreed in writing. The Buyer shall not permit any third party to use such equipment nor disclose to any third party any technical, dimensional or design details, or any other information in respect of such equipment at any time.
- 10.5. The Buyer shall not use the Seller's name, logo or other intellectual property rights in advertising or publicity without the Seller's prior written consent.
- 10.6. The obligations in this Condition 10 are subject to any other written agreement(s) entered into by the Seller and the Buyer regarding confidentiality obligations between the Seller and the Buyer.
- 11. EXTENT AND LIMITS OF LIABILITY**
- 11.1. Unless otherwise agreed in writing by the Seller and subject to the provisions of this Condition 11, Seller guarantees all Goods of its manufacture against any defect which can be proved to the Seller's satisfaction to have been caused by faulty materials or workmanship and which appears within 12 months from the date of despatch.
- 11.2. Should such defect appear within such period, the Seller's liability will be limited solely to repairing, or at its option, replacing the defective Goods or part free of charge provided that the Seller shall not be liable for such defect in any circumstances if:-
- 11.2.1. the Goods have been subjected to unsuitable storage, treatment or handling prior to use or to abnormal use, or to use under abnormal conditions or beyond their capacity as rated and recommended by the Seller; or
- 11.2.2. the defect has been caused or contributed to by exposure to direct weather conditions (whether before or after installation), or by operation in abnormal atmospheric conditions, or by reason of faulty installation, servicing or repair of the Goods by any person other than a duly authorised representative of the Seller;
- 11.2.3. the defect is directly or indirectly attributable to any designs, specifications or instructions provided by the Buyer to the Seller; or
- 11.2.4. the Buyer fails as soon as possible after the assumed defect has become apparent to notify that defect to the Seller in writing quoting the serial number if any and the date of purchase.
- 11.3. The Seller's aforesaid guarantee shall be subject to the following further provisos, namely:
- 11.3.1. where the design of goods of the type in question has been altered since the Goods were despatched, the Seller may at its option supply goods of the new design;
- 11.3.2. any repair or examination of defective Goods or parts shall be carried out at the Seller's premises and the Buyer shall at its own expense and risk adequately pack the Goods and return them to the Seller;
- 11.3.3. the decision of the Seller is final as to whether or not a defect is due to faulty workmanship or material;
- 11.3.4. if in the opinion of the Seller the Goods are satisfactory in operation or, if defective, then defective only as a result of circumstances for which the Seller is not liable hereunder, or as a result of fair wear and tear, the Buyer shall if required by the Seller pay a reasonable charge for the examination of the Goods by the Seller and any cost of returning the Goods to the Buyer. In such case, the Seller will submit to the Buyer a quotation for repair of the Goods before effecting any repair;
- 11.3.5. the Seller shall not in any case be liable under this Condition 11 or at all in respect of any Goods not of the Seller's manufacture although the Seller will do all that is reasonable at the Buyer's expense to secure for the Buyer the benefit of rights equivalent to rights which the Seller may have against the supplier of such Goods; and
- 11.3.6. Seller shall not be liable for any costs of stripping or reassembling any equipment into which any of the Seller's goods may be fitted.
- 11.4. Unless otherwise agreed in writing by the Seller, the Seller guarantees all Services performed by the Seller against defects in workmanship for a period of 3 months from completion of the Services. Should such defect appear within such period, the Seller's liability will be limited solely to re-performing the Services free of charge or refunding the price where it has been paid provided that the Seller shall not be liable for such defect in any circumstances if the Buyer fails as soon as possible after the assumed defect has become apparent to notify that defect to the Seller in writing. The decision of the Seller is final as to whether or not a defect is due to faulty workmanship or material
- 11.5. The following provisions govern the Seller's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 11.5.1. any breach of its contractual obligations under any Contract; and
- 11.5.2. use made or resale by the Buyer of any of the Goods, or of any product incorporating the Goods; and
- 11.5.3. any representation, statement or tortious act or omission including negligence arising under or in connection with any Contract,
- save that any exclusions or limitations shall not apply in the case of fraud or fraudulent concealment.
- BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 11.6 AND 11.7**
- 11.6. The Seller shall not be liable to the Buyer for:
- 11.6.1. Economic loss, loss of profits, loss of operations, loss of data, loss of contracts, loss of market shares, loss of goodwill; loss of business opportunity or production downtime;
- 11.6.2. increased costs or expenses;
- 11.6.3. any type of special, indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused);
- (including such loss or damage suffered by the Buyer as a result of any action brought by a third party) which arise out of or in connection with the Contract even if such loss was reasonably foreseeable or the Seller had been advised of the possibility of the Buyer incurring it.
- 11.7. Unless stated otherwise, the Seller's aggregate liability in contract, tort, breach of statutory duty or otherwise, including any liability for negligence, howsoever caused arising out of or in connection with any Contract shall be limited to the value of the Contract and the Buyer's remedies shall be limited to the return of non-confirming

- Goods and repayment of the price or the repair and/or replacement of non-conforming Goods.
- 11.8. Any act or omission on the part of the Seller or its employees, agents or subcontractors falling within Condition 11.5 shall, for the purpose of this condition, be known as an "Event of Default". If a number of Events of Default give rise substantially to the same loss they shall be regarded as giving rise to only one claim. The Buyer shall give the Seller not less than thirty (30) days in which to remedy any Event of Default, such period commencing on the day the Seller receives notice in writing from the Buyer of such Event of Default.
- 11.9. The Seller's liability to the Buyer for death or injury resulting from its negligence shall not be limited.
- 11.10. The Seller shall have no liability to the Buyer in respect of any Event of Default unless the Buyer serves notice in writing of the same upon the Seller within thirty (30) days of the date it became aware of the circumstances giving rise to the Event of Default or the date it ought reasonably to have become so aware. The Buyer agrees that any action brought against the Seller for an Event of Default or any other matter arising out of or in relation to any Contract must be commenced within one (1) year from the date of delivery of the Goods.
- 11.11. The Buyer acknowledges and agrees that (i) it has selected and ordered Goods based on its own skill and judgement, (ii) it is responsible for ensuring that the Goods selected are fit for the Buyer's purpose, and (iii) the Goods fitness for purpose shall not be a criteria for determining the quality of the Goods for the purposes of Section 14 of the Sale of Goods Act, Chapter 393. The Seller warrants only that the Goods have been produced in accordance with the Seller's standard practices with regard to materials and workmanship and no samples or prior description of Goods shall constitute a warranty. The Buyer shall not return any Goods to the Seller without the prior written consent of the Seller. The warranty set out in this Condition 11.11 is the only warranty given by the Seller in respect of the Goods and all other warranties, conditions and other terms relating to the Goods of whatever nature are excluded to the fullest extent permitted by law.
- 11.12. The Seller shall not be liable for breach of the warranty in Condition 11.11 above if:
- 11.12.1. the Buyer uses the Goods after notifying the Seller of their non-compliance;
- 11.12.2. such non-compliance is the result of any failure by the Buyer to follow the Seller's instructions as to handling and/or storage; or
- 11.12.3. the Buyer alters or repairs the Goods without the Seller's written consent.
- 11.13. The Seller is not liable for any loss, damage or liability of any kind suffered by The Buyer if the Buyer's specification or choice of materials for the Goods is not suitable for the Buyer's intended use of the Goods.
- 11.14. If the Buyer modifies the Goods or incorporates the Goods into another product or component part, the Seller shall have no liability to the Buyer or to any third party with respect to the Goods and the Buyer agrees to hold harmless and indemnify the Seller from any and all claims, liabilities, losses, costs and expenses (including reasonable legal fees) arising from such modification or incorporation.
- 11.15. The Seller is not liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out on the Goods without the Seller's prior written approval. The Buyer shall indemnify the Seller against each loss, liability and cost arising out of such claims.
- 12. SPECIFICATIONS**
- 12.1. All drawings, designs, specifications and information submitted by the Seller shall be treated as confidential and shall not be disclosed to any third party without the Seller's written consent or used by the Buyer other than for purposes authorised by the Seller.
- 12.2. The Seller accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Seller. The Buyer shall indemnify the Seller against each loss, liability and cost which the Seller incurs arising from them.
- 13. MATERIALS PROVIDED BY THE BUYER**
- 13.1. The Buyer's material and parts shall be delivered to the Seller's works free of all charge to the Seller. All materials removed as part of the Seller's processes or as a consequence of performing the Services become the property of the Seller and are allowed for in the Seller's estimate or quotation.
- 13.2. The Seller shall not be liable for the value of any materials or finished parts sent for fitting or other purposes, or for any loss or damage whatsoever and however caused, or resulting from the negligent performance or non-performance of the machining, cutting, fitting or other works specified in the Contract.
- 13.3. The Buyer's materials or parts sent for fitting shall be suitable in every way for the machining, cutting or fitting specified in the Contract and the Seller is to have no obligation to check such suitability. The Buyer will pay the Seller for work done and for consequential damage to machines and tools of Seller arising directly or indirectly from any unsuitability of the Buyer's materials or parts as aforesaid.
- 13.4. The Seller shall not be liable for any Goods which are found to be defective as a result of materials, inserts, or parts provided by the Buyer and the Buyer shall be required to purchase any Goods into which the Seller incorporates any Buyer provided materials, inserts or parts at the then applicable price for such Goods.
- 14. BUYER'S ASSISTANCE**
- 14.1. Where the Services are to be performed on the Buyer's premises, the Buyer agrees to provide the Seller on a timely basis with such access, machine downtime, utilities and equipment as the Seller shall reasonably require in order to perform the Services in accordance with the Contract.
- 14.2. If the Buyer shall fail to perform its obligations in Condition 14.1 or shall fail to perform them in a timely manner the Buyer acknowledges and agrees that the Seller shall be entitled to delay performance of the Services until such time as the Buyer has complied in all respects with its obligations in Condition 14.1 and to increase the price for the Services to reflect any increased costs to the Seller caused by the Buyer's failure to perform or late performance.
- 15. LICENCES AND CONSENTS**
- Where an export or import licence, a foreign exchange control or similar authorisation is required for performance of the Contract, the Buyer shall act with due diligence to obtain it in good time. The Seller shall not be under any obligation to commence work under the Contract until the Buyer has obtained all necessary licences and authorisations. If the Seller in its sole discretion commences work before the Buyer has obtained all necessary licences and authorisations and the Buyer fails to obtain such licences and/or authorisations in good time, failure to obtain any licence or consent does not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be paid by the Buyer.
- 16. SET OFF**
- The Seller shall be entitled to apply any sum due from the Seller to the Buyer in settlement of any sum due from the Buyer to any other company in the Seller's Group and, where there is any amount due from any other company in the Seller's Group to the Buyer, the Seller shall on behalf of the Buyer be entitled to give to such other company a good receipt for any sum which such other company may pay to the Seller in settlement of any sum due from the Buyer to the Seller.
- 17. FORCE MAJEURE**
- 17.1. If the Seller is prevented, hindered or delayed from or in supplying the Goods in accordance with these conditions by a Force Majeure Event the Seller may, at its option:
- 17.1.1. suspend deliveries while the Force Majeure Event continues;
- 17.1.2. apportion available stocks between its customers as it decides; or
- 17.1.3. terminate any contract so affected with immediate effect by written notice to the Buyer, and the Seller shall not be liable for any loss or damage suffered by the Buyer as a result.
- 17.2. In this Condition 17 "Force Majeure Event" means an event or circumstance beyond the reasonable control of the Seller including, without limitation, acts of God, acts of governments, acts of terrorism, hostilities between nations, war, strikes, boycotts, lockouts, other industrial or labour disputes relating to the Seller's workforce, infectious diseases epidemics as well as travel restrictions due to such events.
- 18. TERMINATION**
- 18.1. Without prejudice to the provisions of Condition 8.8, on or at any time after the occurrence of any of the events set out in Condition 8.8 or listed in Condition 18.2, the Seller may stop any Goods in transit, suspend further deliveries to the Buyer and/or terminate any Contract with the Buyer with immediate effect by written notice to the Buyer. Termination of the Contract shall be without prejudice to any of the Seller's other rights including, without limitation, to recover payment due in respect of delivered Goods or Services performed and all expenses properly incurred by Seller in performing the Contract and/or to cancel further deliveries and/or suspend further performance.
- 18.2. The events are:
- 18.2.1. the Buyer being in breach of an obligation under a Contract;
- 18.2.2. if resolution is passed or an originating summons is presented against the Buyer for liquidation, winding-up, dissolution or for the appointment of a judicial manager (including an interim judicial manager), or a liquidator, receiver, trustee, judicial manager or similar official (including the appointment of such an official in an interim or provisional capacity) is appointed or if execution or any form of action is levied or taken against any of the Buyer's assets;
- 18.2.3. the Buyer being unable to pay its debts within the meaning of section 254(2) of the Companies Act, Chapter 50 of Singapore;
- 18.2.4. the Buyer has stopped or threatened to stop paying its debts as they fall due;
- 18.2.5. the Buyer making an arrangement or composition with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or
- 18.2.6. where there is any change or threatened change of circumstances which would materially and adversely affect the business or financial condition of the Buyer or its ability to perform its obligations under a Contract.
- 18.3. Upon termination, any indebtedness of the Buyer to the Seller becomes immediately due and payable and the Seller shall be under no further obligation to supply Goods to the Buyer.
- 18.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 19. ASSIGNMENT**
- The Buyer may not assign or transfer, or purport to assign or transfer, any of its rights or obligations under a Contract without the Seller's prior written consent. The Seller may assign the Contract or any part of it to any person, firm or company.
- 20. INVALIDITY**
- If any part of these conditions is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
- 20.1 the validity, legality and enforceability under the law of that jurisdiction of any other part of these conditions; and
- 20.2 the validity, legality and enforceability under the law of any other jurisdiction of that or any other part of these conditions;
- shall not be affected or impaired in any way thereby.
- 21. NO PARTNERSHIP**
- Nothing in these conditions and no action taken by the parties pursuant to these conditions shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the parties.
- 22. GOVERNING LAW AND JURISDICTION CLAUSE**
- 22.1. These conditions and any Contract made under them (and any dispute, controversy, proceeding or claim arising out of or in any way relating to these conditions or any Contract made under them) shall be governed by and construed in accordance with Singapore law.
- 22.2. Trade and shipping terms shall have the meaning assigned to them by Incoterms® 2010 or any subsequent amendments thereof prevailing at the time of any Contract, unless otherwise specifically provided for in such Contract.
- 22.3. The parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Singapore.
- 23. EXCLUSION OF THIRD PARTY RIGHTS**
- A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any of these terms and conditions.
- 24. SALE OF GOODS (UNITED NATIONS CONVENTION) ACT, CHAPTER 283a OF SINGAPORE**
- The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these conditions.
- 25. ANTI-CORRUPTION**
- 25.1. In performing its obligations under the Contract, the Seller shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 25.2. The Seller shall:
- 25.2.1. comply with all laws relating to anti-bribery and anti-corruption (including the Prevention of Corruption Act (Cap. 241 of Singapore)) and all policies of the Buyer relating thereto notified to the Seller from time to time and shall not contravene any such law or policy;
- 25.2.2. have and enforce as appropriate its own policies and procedures to ensure compliance with Condition 25.2.1;
- 25.2.3. promptly notify the Buyer if any request or demand for financial or other advantage of any kind is received by the Seller in connection with the performance of a Contract or if any foreign public official is appointed as an officer or employer of or acquires an interest in the Seller; and

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25.2.4.ensure that any person performing any aspect of a Contract complies with this Condition 25.

25.3. In performing its obligations under the Contract, the Seller shall :

25.3.1.comply with all anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including the Prevention Of Human Trafficking Act 2014 (No. 45 of 2014)) and all policies of the Buyer relating thereto notified to the Seller from time to time and shall not contravene any such law or policy;

25.3.2.have and enforce as appropriate its own policies and procedures to ensure compliance with Condition 25.3.1; and

25.3.3.require that each of its subcontractors and the Sellers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including the Prevention Of Human Trafficking Act 2014 (No. 45 of 2014)).

26. GENERAL

26.1. Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

26.2. Any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

26.3. Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

26.4. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

26.5. These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.

26.6. All notices, demands or other communications required or permitted to be made hereunder shall be made in writing and delivered personally or sent by prepaid registered post, facsimile or electronic mail addressed to the intended recipient thereof at its address, facsimile number and/or electronic mail address. Any notice, demand or communication delivered shall be deemed to have been served:

26.6.1. in the case of delivery by hand, when delivered

26.6.2. in the case of facsimile, immediately upon receipt by the sender of a confirmation note or any similar transmission report indicating that the notice or communication has been sent in full to the recipient's facsimile machine;

26.6.3. in the case of electronic mail, only when actually received in readable form, within 4 hours of sending, provided that the sender does not receive a transmission failure report and any electronic communication which becomes effective, in accordance with the foregoing, after 5pm in the place of receipt shall be deemed only to become effective on the following day; or

26.6.4. in the case of registered post (if despatched to an address within the country of the sender) 5 days or (if despatched by registered air-letter to an address outside the country of the sender) 10 days after posting, and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

26.7. Purchaser shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Products, including: economic sanctions; export controls; and, trade embargoes ("Sanctions"). For the avoidance of doubt, all applicable laws and regulations shall include at least those originating out of or related to United Nation's resolutions, or trade or economic sanctions, laws or regulations of the European Union, of the OSCE, or of the United States of America, including extra territorial sanctions.

Purchaser shall not cause CDI to, either directly or indirectly, risk any potential violation of any applicable Sanctions. Furthermore, Purchaser will not supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use any Product supplied by CDI in order to circumvent, evade or avoid any applicable Sanctions.

Where CDI has reasonable cause to suspect that any Product may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction subject to Sanctions, or to a Restricted Person, or for any use, purpose or activity which is prohibited or otherwise restricted under Sanctions, CDI reserves the right to:

a. Immediately suspend its performance under the Agreement;

b. Request further information or documentary evidence from the Purchaser, including but not limited to:

i. Any licences, authorisations, permits, or approvals obtained by the Purchaser with respect to the supply, sale, transfer or export of the Products;

ii. Any End User Certificates or Undertakings supplied to the Purchaser;

iii. Any shipping or commercial documentation, including: invoices; or, bills of lading, in order to verify the end user(s) or end user(s) of the Products.

c. Take any appropriate measure regarding the continuance of its commercial relationship with the Purchaser

In addition, Purchaser shall also respect the CDI Positions, which may go beyond Sanctions as defined above. As of signature date of the Agreement, the list of countries to which CDI refuses any direct or indirect sales (including transit across these countries) is as follows: Iran, North Korea and Syria. This list is subject to evolutions during the term of the agreement and CDI reserve the right to regularly notify such changes to the Purchaser.

Purchaser shall indemnify and hold harmless CDI from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Sanctions by Purchaser, and Purchaser shall compensate CDI for any losses and expenses resulting thereof. Purchaser shall be responsible for any act or omission of Purchaser, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

26.8. Both parties agree that this particular contract may be conducted by electronic means and executed by an electronic signature, and such electronic signature will appear on the agreement just as a handwritten signature would for the purpose of establishing the validity, enforceability and admissibility of the contract.