

## GENERAL TERMS AND CONDITIONS

### 1 General Scope

- 1.1 These General Terms and Conditions of Sale ("**General Sale Terms**") govern the terms of sale of any products by Teltec Pte Ltd (UEN: 200502495R) ("**Company**") to a purchaser named in the Order Confirmation ("**Purchaser**").
- 1.2 All purchase orders ("**Purchase Orders**") accepted by the Company are subject to and in accordance with these General Sale Terms. The Company will recognise contrary terms and conditions of sale of the Purchaser or those which differ from the General Sale Terms. The General Sale Terms also apply where the Company completes the delivery to the Purchaser without reservation in the knowledge of contrary terms and conditions of sale of the Purchaser or of those which differ from the Company's.
- 1.3 No term or condition ("**Purchase Terms**") in any such Purchase Order, purchase acknowledgement, or other instrument shall alter, amend, modify, or supplement the parties' obligations hereunder unless specifically agreed in writing by the Company that the Purchase Terms supersede the General Sale Terms. For this purpose, any provision in the Purchase Terms which purport to supersede other sale terms (including the General Sale Terms) shall not constitute the Company's specific agreement in writing that the supersede the General Sale Terms.

### 2 Offer and Offer Documentation

- 2.1 Unless otherwise agreed to by the Company in writing, all Purchase Orders shall be placed by the Purchaser, in advance, and placed no less than [14] days lead time ahead of the requested delivery date as stated in the Purchase Order.
- 2.2 All Purchase Orders received are subject to acceptance in writing by the Company. Each Purchase Order is deemed an offer to purchase and when accepted whether in whole or in part shall form a contract under these General Sale Terms. All acceptances by the Company of Purchase Orders will be in the form of a written order confirmation ("**Order Confirmation**") containing the accepted quantities of the products ("**Products**"), purchase price ("**Price**") and the estimated date of delivery.
- 2.3 The Company retains the ownership in any images, drawings, calculations and other documents. This also applies to those written documents that are designated as being "confidential". The Purchaser must obtain the Company's express written consent before forwarding these to third parties.
- 2.4 The Company shall use commercially reasonable efforts to fulfil any accepted Purchase Orders.

### 3 Prices and Payment Conditions

- 3.1 All amounts payable under these General Sale Terms shall be paid in United States Dollars (USD) unless otherwise agreed in writing.
- 3.2 Unless it emerges otherwise from the Order Confirmation, the Prices are valid Ex Works (Incoterms 2010) including packaging, Goods and Services Tax ("**GST**") and other duties and taxes are not included in the Prices, it is stated separately in the invoice at the statutory amount applicable on the date of invoicing.
- 3.3 Discounts require a special written agreement.
- 3.4 Unless it emerges otherwise from the Order Confirmation the Price shall be due for payment net (without deduction) within 30 days from the invoice date, with the exception of services which are due for payment immediately from the invoice date.

### 4 Delivery Times

- 4.1 The start of the delivery time stated by the Company is conditional upon all technical issues being clarified.
- 4.2 The Company's compliance with its delivery obligation is conditional upon the proper and timely fulfilment of the Purchaser's obligation.
- 4.3 If the Purchaser is in default of acceptance and/or culpably breaches other obligations to cooperate, the Company shall be entitled to demand compensation for the damage incurred by the Company to this extent, including any additional expenditure made.
- 4.4 If the pre-conditions under Condition 4.3 are present then the risk of accidental destruction or accidental deterioration of the item purchased passes to the Purchaser at the point in time where the latter is in default of acceptance or default of the debtor.
- 4.5 Should a delivery time be exceeded due to fault on the part of the Company, and other than due to the events more particularly described in Condition 9, then the Purchaser may cancel the relevant Purchase Order, provided however that the Purchaser and the Company shall have agreed to a reasonable extension of the period to effect delivery and the Company remains unable to fulfil the delivery by the expiry of the extended period. Once the order has been placed and Order Confirmation communicated to Purchaser, order cancellation fees apply equate to charges that may include, but are not limited to, 100% of dedicated raw materials, work-in-process, and applied labour costs. Additionally, any Non-Recurring Costs will be applied. All Purchase Orders are non-refundable and non-cancellable for reasons not specified in this contract or if unless otherwise agreed in writing between Company and Purchaser.
- 4.6 Any other rights available to both parties under the general contract law and relevant statutes of Singapore remain.

## **5 Transfer of Risk, Packaging Costs**

- 5.1 Unless it emerges otherwise from the order confirmation then delivery is agreed Ex Works (Incoterms, 2010).
- 5.2 Packaging will not be taken back.
- 5.3 Where the Purchaser wishes for the Company to take out transportation insurance on the delivery; the Purchaser will be responsible for the costs that are incurred in this.

## **6 Inspection and Liability for Defects**

- 6.1 The Purchaser must inspect the Products as soon as is reasonably practicable after delivery. The Company shall not be liable for any defect in the Products unless written notice is given to the Company within two [2] days of delivery.
- 6.2 Where there is a defect in any item purchased, the Purchaser is entitled, and the Company's sole obligation shall be to, at the Company's sole discretion, either (a) rectify the defect by repairing the same, (b) replace the item or (c) refund the price paid for, and in exchange for the return of, that item.
- 6.3 Save in the case for fraud or gross negligence, the Company shall be liable only for:
- (a) damages from injury to life, body or health,
  - (b) damages resulting from a breach of a material contractual obligation (obligation whose fulfilment would allow the proper performance of the contract in the first place or on which the Purchaser could regularly rely); In this case, however, the Company's liability is limited to the replacement of the foreseeable, typically occurring damage.
- 6.4 Liability is excluded unless otherwise stipulated above.
- 6.5 No claim may be brought by the Purchaser against the Company more than 12 months for a claim in relation defects and 3 months for a claim in relation parts and work, calculated in each case from the date of the transfer of risk.

## **7 Security of Retention of Title**

- 7.1 The Company shall retain the title in the item purchased until all payments from the supply contract have been received. The Company shall be entitled to take the item purchased back in the event of conduct on the part of the Purchaser which is in breach of contract, in particular default of payment. Where goods are taken back by the Company this shall constitute a withdrawal from the contract by us. Once the Company has taken the goods back the Company shall be entitled to utilise them: proceeds from the utilisation minus reasonable costs of utilisation shall be offset against the Purchaser's liabilities.
- 7.2 Purchasers are obliged to handle the item purchased with care, in particular they are obliged at their own costs to insure these items adequately against fire and water damage and against theft to the amount of their replacement value. Where maintenance and inspection work is required, the Purchaser must execute this at their own costs and in good time.
- 7.3 The Purchaser must inform the Company immediately in writing in the event of seizure or other third party interventions. Where the third party is not in a position to reimburse the Company for any costs associated with such seizure or third party intervention, the Purchaser shall be liable for the loss incurred by us.
- 7.4 Purchasers shall be entitled to resell the item purchased in the normal course of business; they assign to the Company now, however, all claims to the amount of the final invoice amount (including GST) of the Company's claim which accrue to them from the resale against Purchasers or third parties, irrespective of whether the item purchased has been resold without or following conversion. The Purchaser shall remain authorised to collect this claim following this assignment. The Company's authority to collect the claim ourselves shall remain unaffected by this. The Company undertakes not to collect the claim, however, for as long as the Purchaser complies with their payment obligations from the proceeds collected, is not in default of payment and in particular as long as no application is made for the opening of settlement or insolvency proceedings or payments are suspended. If this is the case, however, then the Company may require the Purchaser to inform it of the debts assigned and of the debtor, to provide all information required for collection, to hand over the associated documentation and to communicate the assignment to the debtors (third parties). Any conversions or alterations to the item purchased by the Purchaser will be carried out for the Company in each case. If the item purchased is converted with other items which do not belong to us, then the Company shall acquire co-ownership in the new item in relation to the value of the item purchased (final invoice amount including GST) proportional to the other converted items at the time of the conversion. For the item that emerges through the conversion the same shall also apply as for the item purchased which is supplied with the title retained. If the item purchased is inseparably amalgamated with other items which do not belong to us, then the Company shall acquire co-ownership in the new item in relation to the value of the item purchased (final invoice amount including GST) proportional to the other amalgamated items at the time of the amalgamation. If the amalgamation occurs in such a way that the Purchaser's item can be seen as the main item, then it is agreed that the Purchaser transfers proportional co-ownership to us. The Purchaser shall hold the sole or co-ownership that has thus arisen in custody for us.
- 7.5 In order to secure the Company's claims against the Purchaser the latter shall also assign to the Company the claims that arise against third parties through combining the item purchased with property.
- 7.6 At the Purchaser's request the Company undertake to release the securities to which the Company is entitled to the extent that the realisable value of the Company's securities exceeds the claims to be secured by more than 10%; selection of the securities to be released shall be at the Company's discretion.

7.7 Irrespective of whether title to the Products remains vested in the Company, risk in the Produces shall pass to the Purchase upon delivery.

## **8 Warranties**

8.1 The Company warrants that the Product delivered to the Purchaser hereunder shall be consistent with the specifications for such of the Products that the Company may supply to the Purchaser from time to time, as in effect at the time of delivery.

8.2 If any Product fails to conform to the specifications, the Company's sole liability shall be that set out in Condition 6.2.

8.3 However, this obligation shall not apply if:

- (a) the defect arises because the Purchaser has altered or repaired such Products without the written consent of the Company; or
- (b) because the Purchaser did not follow the Company's instructions for storage, usage, installation, use or maintenance of the Products; or
- (c) if the Purchaser has failed to notify the Company of any defect in accordance with Condition 6.1 where the defect should have been reasonably apparent on reasonable inspection; or
- (d) if the Purchaser fails to notify the Company of the defect within [12] months (or such other period as the Company shall specify at the time of acceptance of the order for the Products) of the date of despatch of the Products.

## **9 Force Majeure**

9.1 Neither party shall be liable for any delay or default in performing its obligations (other than payment obligations if the delay or failure was due to any cause beyond the party's reasonable control (which shall include, but not be limited to , acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, labour disturbances or strikes, epidemic, materials shortages, equipment malfunction or other similar event). government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or Labour).

9.2 The party suffering such cause shall immediately notify the other party of the cause and the expected duration of such cause. If either party's performance is delayed by more than [60] days pursuant to this Condition 9, the other party may immediately terminate these General Sale Terms by written notice given before the affected party resumes performance.

## **10 Governing Law, Jurisdiction and Place of Fulfilment**

10.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. The parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.

10.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

10.3 Unless it emerges otherwise from the order confirmation then the Company's place of business is the place of fulfilment.