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GENERAL TERMS AND CONDITIONS OF PURCHASE

The purchase of Products by the Buyer (as defined under clause 1.3 below) is subject to these Conditions, which shall apply regardless of any other and/or additional terms or conditions that any Supplier of Products may seek to impose on the sale of the Products in any quotations, purchase order confirmation, document, or other communication from the Supplier. By agreeing to supply, sell and/or by delivery of the Products, the Supplier is deemed to have accepted these Conditions. These Conditions may only be waived or modified in a written agreement expressly referencing and varying these Conditions and which is signed by an authorized representative of the Buyer and sealed with the Buyer's company seal. The Buyer's acknowledgement of any quotation or failure to object to conflicting or additional terms and conditions preprinted in any quotation shall not be deemed as an acceptance of any such other and/or additional terms and conditions that the Supplier may seek to impose. Without prejudice to the foregoing, should the other and/or additional terms and conditions that the Supplier may seek to impose be deemed to also apply in law, then in the event of any conflict and/or inconsistency between the Supplier's terms and conditions and these Conditions, these Conditions shall prevail.

1. DEFINITION

In these terms and conditions unless the context otherwise requires, the following words shall have the following meanings:-

- 1.1 'Agreement' means either the contract agreement signed by both the Supplier and the Buyer, or the acceptance by the Supplier of the purchase order submitted by the Buyer, whether that acceptance is communicated in electronic format or otherwise, for the purchase by the Buyer of Products, together with these Conditions.
- 1.2 'Business Day' means a day other than a Saturday, Sunday or a public holiday in the relevant Buyer's place of business.
- 1.3 'Buyer' means any of the following companies, insofar as applicable, purchasing the Products:
 - 1.3.1 Quiksol International HK PTE Limited;
 - 1.3.2 苏州酷科电子有限公司;
 - 1.3.3 Quiksol Int'l Components Pte Ltd;
 - 1.3.4 Quiksol International Korea Co., Ltd;
 - 1.3.5 Quiksol Americas LLC;
 - 1.3.6 Quiksol B.V.;

Quiksol Int'l Components Pte Ltd

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- 1.3.7 Quiksol Malaysia Sdn. Bhd.; and
- 1.3.8 Quiksol Japan Co., Ltd.

(Collectively, the “**Quiksol Group**”)

- 1.4 ‘Bribery Laws’ means the Prevention of Corruption Act 1960 and all other applicable Singapore legislation, statutory instruments, and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.
- 1.5 ‘Conditions’ means the Buyer’s terms and conditions of purchase set out herein.
- 1.6 ‘Confidential Information’ means any commercial, financial, or technical information, information relating to the Products, plans, know-how or trade secrets which is confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Agreement.
- 1.7 ‘Force Majeure’ means an event or sequence of events beyond a party’s reasonable control after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements preventing or delaying it from performing its obligations under the Agreement including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest or interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Agreement, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier’s or its suppliers workforce.
- 1.8 ‘Location’ means the address(es) for delivery of the Products as set out in the Order.
- 1.9 ‘Order’ means an order for the Products placed by the Buyer in the purchase order submitted by the Buyer to the Supplier.
- 1.10 ‘Price’ means the agreed price stated in the Agreement for the sale of Products, including adjustments (if any) in accordance with the Agreement.
- 1.11 ‘Products’ means the products, goods, articles, commodities or the like that the Seller has agreed to supply to the Buyer under the Agreement.
- 1.12 ‘Services’ means the services set out in the Order and to be supplied by the Supplier to the Buyer.



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1.13 'Specification' means the description or specification of the Products set out or referred to in the Order.

1.14 'Supplier' means the entity and/or party to who sells or supplies the Products and/or who has submitted a Vendor Creation Form and/or who has accepted the purchase order from the Buyer.

2. INTERPRETATION OF THE AGREEMENT AND CONDITIONS

In these Conditions, unless the context requires otherwise:

2.1 Any clause, schedule or other headings in the Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

2.2 Where there is a conflict between the Agreement or these Conditions, the Agreement shall prevail;

2.3 References in the Agreement and these Conditions to the singular number shall include references to the plural number and vice versa; references to natural persons shall include bodies corporate; and the use of any gender shall include all genders.

2.4 General words in the Agreement and these Conditions shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2.5 The *contra proferentum* rule of the construction of contracts shall not apply to the Agreement and these Conditions.

3. APPLICATION OF THESE CONDITIONS

3.1 These Conditions are incorporated into and form part of the Agreement between the Supplier and the Buyer as if the same were set forth therein. They supersede any previously issued terms and conditions of purchase or supply.

3.2 No variation of these Conditions or to an Order or to the Agreement, shall be binding unless expressly referenced and agreed in writing and signed by a duly authorised signatory on behalf of the Buyer and sealed with the Seller's company seal. For the avoidance of doubt, no terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase conditions, orders, confirmation of order, specifications or other documents shall form part of the Agreement except in accordance with this Clause 3.2.

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3.3 Each Order by the Buyer to the Supplier shall be an offer to purchase Products subject to these Conditions.

4. ORDER

4.1 An Order may be withdrawn or amended by the Buyer at any time before acceptance by the Supplier. An Order shall lapse unless accepted by the Supplier before the expiry of three (3) Business Days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify the Buyer promptly.

4.2 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Buyer reasonably considers is consistent with acceptance of the Order.

5. PRICE

5.1 The price for the Products and/or Services shall be as set out in the Order.

5.2 No increase in the Price may be made after the Order is placed and accepted by the Supplier.

6. PAYMENT

6.1 The Supplier shall invoice the Buyer for:

6.1.1 the Products, at the later of the completion of delivery of the Products or the Buyer's acceptance of the Products; and

6.1.2 the Services, at the later of the completion of the performance of the Services or the Buyer's acceptance of the Services.

6.2 Subject to Clause 6.1, the Buyer shall pay each validly submitted invoice of the Supplier within the period stipulated in the invoice.

7. CANCELLATION

7.1 The Buyer shall have the right to cancel the Order for the Products or for any part thereof:

7.1.1 the Products which have not been delivered to the Buyer; and

7.1.2 in the case of Services, which have not yet been performed by the Supplier.

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8. DELIVERY AND PERFORMANCE

- 8.1 Delivery of the Products and/or Services shall take place at the agreed date and time and/or according to the agreed timescales / schedules mentioned in the Order.
- 8.2 The Products shall be delivered by the Supplier to the Location on the date(s) specified in the Order or as per written instructions by the Buyer. The Products shall be deemed delivered by the Supplier only on arrival of the Products at the Location.
- 8.3 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order or as per written instructions by the Buyer. The Services shall be deemed performed by the Supplier only on completion of the performance of the Services at the Location.
- 8.4 The Products and/or Services shall not be delivered by or performed in instalments unless otherwise requested and/or agreed in writing by the Buyer.
- 8.5 In cases of failure of:
- 8.5.1 delivery of Products, all premium freights and other related costs (including any additional costs and expenses incurred by the Buyer to procure the Products from another supplier and/or any loss claimed by the Buyer's customers and/or loss of profits) shall be borne by the Supplier; and
 - 8.5.2 performance of Services, all urgent performance and other related costs shall be borne by the Supplier.
- 8.6 Each delivery or performance of the Products and/or Services shall be accompanied by a delivery note stating:
- 8.6.1 the reference number of the Order;
 - 8.6.2 the relevant Buyer and Supplier details;
 - 8.6.3 if Products, product numbers and type and quantity of Products in the consignment;
 - 8.6.4 if Services, the category, type and quantity of Services performed;
 - 8.6.5 any special instructions, handling and other requests; and
 - 8.6.6 whether any packaging material is to be returned, in which case the Buyer shall, after the Products are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 8.7 Time of delivery and/or performance is of the essence. If the Supplier fails to deliver any of the Products or perform the Services by the date specified in

the Order, the Buyer shall (without prejudice to its other rights and remedies) be entitled at the Buyer's sole discretion:

- 8.7.1 to terminate the Agreement in whole or in part;
- 8.7.2 in the case of Products, to purchase the same or similar Products from a supplier other than the Supplier;
- 8.7.3 in the case of Services, to engage the same or similar Services from a supplier other than the Supplier;
- 8.7.4 to recover from the Supplier all costs and losses resulting to the Buyer, including the additional costs and expenses incurred by the Buyer to acquire those Products and/or Services from another supplier and/or any loss claimed by the Buyer's customers and/or any loss of profit; and
- 8.7.5 all or any of the foregoing.

8.8 The Supplier shall ensure the Products supplied and/or Services performed shall be of constant quality and fully compliant with all specifications communicated by Purchase / Quality Assurance Department.

8.9 The Products shall be supplied in packaging as agreed or as requested by the Buyer. In the event that there is no express agreement or request from the Buyer, the packaging of the Products should at least meet the industry standards of packaging. The packaging shall be such as to withstand normal transport/handling/storage conditions. Any damage/rejection resulting from failure to adhere to this requirement will be borne by the Supplier.

8.10 The Buyer reserves the right to reject the items/products due to faulty packaging.

9. ACCEPTANCE, REJECTION AND INSPECTION

9.1 The Buyer shall not have accepted, or be deemed to have accepted, the Products or Services performed until the Acceptance Conditions are fulfilled.

9.2 The Acceptance Conditions are that:

- 9.2.1 for Products, the Products have been delivered, with advance notice to the Buyer, to or at the Location;
- 9.2.2 for Services, the Services have been performed at the Location; and
- 9.2.3 the Buyer has notified the Supplier in writing that the Products and/or Services have been delivered or performed (as the case may be) in full compliance with the terms and conditions of the Agreement.

9.3 The Buyer shall be entitled to reject any Products which are not in full compliance with the terms and conditions and/or quality standards as stated

in the Agreement. Any acceptance of defective, late or incomplete Products or any payment made in respect thereof, shall not constitute a waiver of any of the Buyer's rights and remedies, including its right to reject the Products. If the Products are rejected due to the volume of the Products exceeding the tolerances (if any) specified in the Order, at the Buyer's option, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.

- 9.4 Any rejected Products may be returned to the Supplier by the Buyer at the Supplier's cost and risk. The Supplier shall indemnify the Buyer for any loss suffered when these Products are in transit for return.
- 9.5 The Supplier shall pay to the Buyer a reasonable charge for storing and returning any of the Products over-delivered or rejected.
- 9.6 The Buyer may inspect and test the Products during performance or during manufacture or processing prior to dispatch, and the Supplier shall provide the Buyer with all facilities reasonably required for the same.
- 9.7 The Buyer reserves the right to reject any Products due to faulty packaging, packaging that was not as agreed or as requested by the Buyer.
- 9.8 Any inspection or testing of the Products shall not be deemed to be acceptance of the Products or a waiver of any of the Buyer's rights and remedies, including its right to reject the Products.
- 9.9 At the Buyer's option, the Supplier shall replace any rejected Products at the Supplier's own expense within a maximum of fifteen (15) calendar days from the date of notice of the rejection by the Buyer.
- 9.10 In the case of any associated charges for rejections of Products payable by the Buyer to its customers and/or any other entity, the same shall also be borne by the Supplier.
- 9.11 The rights of the Buyer in this clause 9 are without prejudice to the Buyer's rights under clause 11.

10. TITLE AND RISK

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- 10.1 Risk in the Products shall pass to the Buyer on delivery and when the Buyer has accepted the Products as conforming in every respect with the Agreement.
- 10.2 Title to the Products shall pass to the Buyer on the sooner of:
- 10.2.1 payment by the Buyer for the Products; or
 - 10.2.2 delivery of the Products to the Buyer.
- 10.3 The passing of title shall not prejudice any other of the Buyer's rights and remedies, including its right to reject the Products.
- 10.4 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Products title to which have vested in the Buyer or any specifications or materials of the Products, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 10.5 The Supplier warrants and represents that it:
- 10.5.1 has at the time of the Agreement full, clear and unencumbered title to the Products, and the full, clear and unencumbered right to sell and deliver them to the Buyer; and
 - 10.5.2 shall hold such title and right to enable it to ensure that the Buyer shall acquire a valid, unqualified title to the Products and shall enjoy quiet possession of them.

11. WARRANTY

- 11.1 The Supplier warrants and represents that, for a period of minimum twelve (12) months or such longer period as may otherwise be agreed in the Agreement from delivery (the "**Warranty Period**"), the Products and/or Services shall:
- 11.1.1 conform in all respects to any sample, their description and to the Specification;
 - 11.1.2 be free from defects in design, material and workmanship;
 - 11.1.3 comply with all applicable laws, standards and best industry practice;
 - 11.1.4 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 11.1.5 be fit for purpose and any purpose held out by the Supplier and set out in the Order and as otherwise required to meet the Buyer's needs; and

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- 11.1.6 any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 11.2 The Supplier agrees that the approval by the Buyer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause.
- 11.3 The Supplier warrants that it understands the Buyer's business and needs.
- 11.4 The Buyer may reject any Products that do not comply with clause 11.1 and the Supplier shall, at the Buyer's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Products provided that the Buyer serves a written notice on the Supplier within the Warranty Period that some or all of the Products do not comply with clause 11.1.
- 11.5 The provisions of these Conditions shall apply to any Products and Services that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Products and Services.
- 11.6 The Buyer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the sections 13-15 of the Sale of Goods Act 1979.
- 11.7 The Buyer shall be entitled to exercise its rights under this clause regardless of whether the Products have been accepted under the Acceptance Conditions and notwithstanding that the Products were not rejected following their initial inspection under clause 9.3.

12. INDEMNITY AND INSURANCE

- 12.1 The Supplier shall indemnify, and keep indemnified, the Buyer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Buyer as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Agreement.
- 12.2 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in Singapore insuring the Products and any of the Buyer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Buyer, and insuring against all other risks that a prudent supplier would consider reasonable.

12.3 On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to the Buyer the benefit of such insurance.

13. LIMITATION OF LIABILITY

13.1 The extent of the parties' liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

13.2 Subject to clauses 13.4 and 13.5, the Buyer's total liability shall not exceed the Price.

13.3 Subject to clauses 13.4 and 13.5, the Buyer shall not be liable for loss of profit and/or consequential, indirect and/or special losses.

13.4 The limitations of liability set out in clauses 13.2 and 13.3 shall not apply in respect of any indemnities given by either party under the Agreement.

13.5 In case of any damage or injuries to any third party as a result of defects in the Supplier's Products and/or Services, the Supplier shall hold the Buyer harmless and fully indemnified.

13.6 Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of the following:

13.6.1 Death or personal injury caused by negligence;

13.6.2 fraud or fraudulent misrepresentation; and/or

13.6.3 any other losses which cannot be excluded or limited by any applicable law.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

14.1 The Supplier shall keep confidential all Confidential Information of the Buyer and of any affiliate of the Buyer and shall only use the same as required to perform the Agreement. The provisions of this clause shall not apply to:

14.1.1 any information which was in the public domain at the date of the Agreement;

14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Agreement or any related agreement;

- 14.1.3 any information which is independently developed by the Supplier without using information supplied by the Buyer or by any affiliate of the Buyer; or
- 14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement.

14.2 The Supplier shall not make any public announcement or disclose any information regarding the Agreement, except to the extent required by law or regulatory authority.

15. FORCE MAJEURE

15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- 15.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 15.1.2 uses best endeavours to minimise the effects of that event.

15.2 If, due to Force Majeure, a party:

- 15.2.1 is or shall be unable to perform a material obligation; or
- 15.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding fourteen (14) days;

the other party may terminate the Agreement on immediate notice.

16. TERMINATION

16.1 The Buyer may terminate the Agreement or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:

- 16.1.1 the Supplier commits a material breach of the Agreement, and such breach is not remediable;
- 16.1.2 the Supplier commits a material breach of the Agreement which is not remedied within fourteen (14) days of the earlier of receipt of written notice of such breach and/or knowledge of such breach;
- 16.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Agreement or receive any benefit to which it is entitled.
- 16.1.4 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- 16.1.5 is unable to pay its debts either within the meaning of the Insolvency, Restructuring and Dissolution Act 2018 or if the Buyer reasonably believes that to be the case;
- 16.1.6 becomes the subject of a company voluntary arrangement under the Insolvency, Restructuring and Dissolution Act 2018;
- 16.1.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 16.1.8 has a resolution passed for its winding up;
- 16.1.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 16.1.10 has a freezing order made against it;
- 16.1.11 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items; and/or
- 16.1.12 is subject to any events or circumstances analogous to those in clauses 16.1.1 to 16.1.12 in any jurisdiction.

16.2 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Buyer to terminate the Agreement under this clause, it shall immediately notify the Buyer in writing.

16.3 Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of the Buyer at any time up to the date of termination.

17. NOTICES

17.1 Any notice given by a party under these Conditions shall:

- 17.1.1 be in writing and in English;
- 17.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by way of email); and
- 17.1.3 be sent to the relevant party at the address and/or set out under this Agreement.

17.2 Notices may be given, and are deemed received:

- 17.2.1 by hand: on receipt of a signature at the time of delivery;
- 17.2.2 by Singapore post: at 9.00 am on the third (3rd) Business Day after posting;
- 17.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
- 17.2.4 by email: on receipt of an email delivery confirmation confirming that the email has been delivered.

17.3 Any change to the contact details of a party as set out in this Agreement shall be notified to the other party in accordance with clause 17.1.

17.4 This clause does not apply to notices given in legal proceedings or arbitration.

18. CUMULATIVE REMEDIES

The rights and remedies provided in the Agreement for the Buyer only are cumulative and not exclusive of any rights and remedies provided by law.

19. TIME

Unless stated otherwise, time is of the essence for any date or period specified in the Agreement in relation to the Supplier's obligations only.

20. FURTHER ASSURANCE

The Supplier shall at the request of the Buyer, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Agreement.

21. ENTIRE AGREEMENT

21.1 The parties agree that this Agreement and any documents entered into pursuant to it, including these Conditions which are incorporated into the Agreement, constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

21.2 Nothing in these Conditions purports to limit or exclude any liability for fraud.

22. VARIATION

No variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and these Conditions and is duly signed or executed by, or on behalf of, the Buyer.

23. ASSIGNMENT

23.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without the Buyer's prior written consent.

23.2 Notwithstanding clause 23.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Agreement through any affiliate provided that it gives the Buyer prior written notice of such subcontracting or assignment including the identity of the relevant affiliate. The Supplier acknowledges and agrees that any act or omission of its affiliate in relation to the Supplier's rights or obligations under the Agreement shall be deemed to be an act or omission of both the Supplier itself and the affiliate.

24. SET OFF

24.1 The Buyer shall be entitled to set-off under the Agreement any liability which it has or any sums which it owes to the Supplier under the Agreement.

24.2 The Supplier shall pay all sums that it owes to the Buyer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25. NO PARTNERSHIP OR AGENCY

The parties are independent entities and are not partners, principal and agent or employer and employee and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26. EQUITABLE RELIEF

The Supplier recognises that any breach or threatened breach of the Agreement may cause the Buyer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Buyer, the Supplier acknowledges and agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27. SEVERANCE

If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the

parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28. WAIVER

28.1 No failure, delay or omission by the Buyer in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2 No single or partial exercise of any right, power or remedy provided by law or under the Agreement by the Buyer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Buyer.

29. COMPLIANCE WITH LAW

The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Agreement.

30. CONFLICTS

In the event of any conflict between the terms contained in the Agreement and schedules, appendices or annexes to the Agreement and/or any other agreements or contracts entered into by parties, the terms of the Agreement shall prevail.

31. COSTS AND EXPENSES

The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

32. THIRD PARTY RIGHTS

32.1 Except as expressly provided for in this clause 32, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the provisions of the Agreement.

32.2 Any affiliate of the Buyer shall be entitled under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the provisions of the Agreement. The consent of any such affiliate is not required in order to rescind or vary the Contract or any provision of it.

33. ANTI-BRIBERY

33.1 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use reasonable endeavours to ensure that:

- 33.1.1 all of that party's personnel;
- 33.1.2 all others associated with that party; and
- 33.1.3 all of that party's subcontractors;

involved in performing the Agreement so comply.

33.2 Neither party shall make or receive any gratification bribe (as defined in the Prevention of Corruption Act) or other improper payment or allow any such payment to be made or received on its behalf, either in Singapore or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

33.3 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause.

34. ANTI-SLAVERY

34.1 The Supplier undertakes, warrants and represents that:

34.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Prevention of Human Trafficking Act 2014 ("**PHTA Offence**"); or
- (b) been notified that it is subject to an investigation relating to an alleged PHTA Offence or prosecution under the Prevention of Human Trafficking Act 2014; or
- (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged PHTA Offence or prosecution under the Prevention of Human Trafficking Act 2014;

34.1.2 it shall comply with the Prevention of Human Trafficking Act 2014 and the Modern Slavery Policy;

34.1.3 it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under clause 34.1. Such notice is to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

35. GOVERNING LAW AND JURISDICTION

35.1 These Conditions and the Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore.

35.2 The parties agree that they will attempt in good faith to full resolve any dispute, controversy or, claim or difference arising out of or relating to or having any connection with these Conditions and the Seller's agreement to these Conditions or the breach, termination or validity thereof, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it ("**Dispute**") through private negotiations within thirty (30) days (the "**Negotiation Period**"). Any settlement reached in the course of the negotiations shall be made in writing by way of a settlement agreement fully executed and signed between parties within the Negotiation Period.

35.3 The Dispute shall be finally settled by arbitration in accordance with the Arbitration Rules (the "**Rules**") of the Singapore International Arbitration Centre (the "**SIAC**") then in effect and being in force which rules are deemed to be incorporated by reference into this clause then in effect, except as modified herein.

35.4 The seat of the arbitration shall be Singapore.

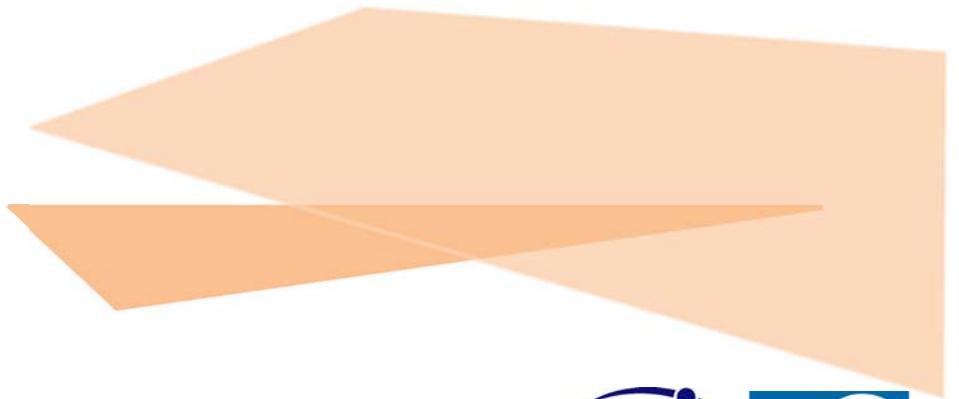
35.5 The arbitration shall be held, and the award shall be rendered, in the English language.

35.6 There shall be one arbitrator nominated by the President of the Court of the SIAC. The decision of the arbitration shall be final, binding and incontestable and judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The parties hereby consent and submit to the personal and subject matter jurisdiction of the relevant courts for purposes of such entry of judgment upon the award and waive notice and service of process as otherwise required by the laws applicable to such courts.



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35.7 Notwithstanding the foregoing, the parties agree that the Buyer shall have the exclusive right in its sole discretion to elect to abridge the Negotiation Period and/or elect for any Dispute (i) to be referred to and finally resolved by arbitration as set out in the foregoing paragraphs; or (ii) to be determined by the courts of the Republic of Singapore, in which event the parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.



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