

GENERAL TERMS AND CONDITIONS

1. Interpretation

1.1 In these conditions:

“Conditions” means these terms and conditions for the sale and purchase of Supplies which are incorporated into and form part of the Contract.

“Contract” means the contract between the Seller and the Buyer (subject to the provisions of clause 2) for the purchase and sale of the Supplies comprising:-

(i) the Seller’s quotation or proposal (including documents (if any) incorporated by express reference on the face of the quotation or proposal) and the acceptance thereof by the Buyer; or

(ii) the order and the Seller’s acceptance thereof,

Together with these conditions and any written agreement pursuant to clause 2.2.1

“Deliver”, “Delivered” or “Delivery” means the act of:

(i) Delivering or making available the Supplies Ex Works or unless otherwise agreed in writing between Buyer and Seller; or

(ii) where assembly, installation, erection or commissioning of the supplies at site or otherwise is required, the Seller declaring that the Supplies are ready for acceptance.

“Delivery Date(s)” means the date or dates provided in the Contract on which delivery of the Supplies or instalments of the Supplies are to take place respectively; or the extended date or dates for the same pursuant to the notification issued by the Seller in accordance with Clause 6.11.

“Ex-Works” means that the Supplies are placed at the disposal of the Buyer at the Seller’s premises or another named place, not cleared for export and not loaded on any collecting vehicle.

“Goods” means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these conditions and which may (without limitation) comprise or include Software.

“Order” means the written order placed by the Buyer for the supply of the Goods and/or Services and documents (if any) incorporated by express reference on the face of the Order.

“Party” means the Seller or the Buyer and “Parties” means both of them.

“Buyer” means the person, firm or company who purchases the Goods and/or Services from the Seller.

“Buyer’s Default” means a default of the Buyer in the manner described in clause 6.12.

“Seller” means Hitachi Aqua-Tech Engineering Pte Ltd.

“Services” means the provision of work and/or other services which are the subject of the Contract that may (without limitation) comprise and include Software and which may relate to installation, maintenance and/or commissioning in accordance with these conditions.

“Site” means the address where the Goods are to be installed and operated or where any Services are to be performed.

“Software” means the software and firmware items which are comprised or included in or related to the supplies.

“Supplies” means Goods and/or Services.

1.2 Any reference in these conditions to any provision of a statute and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before on or after the date of the Contract, so far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the contract (so far as liability thereunder may exist or can arise) shall be construed as a reference to the provision or regulation as amended, re-enacted or extended at the relevant time and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.

1.3 The headings in these conditions are for convenience only and shall be ignored in constructing these conditions and shall not affect their interpretation.

1.4 Words (including words defined in the contract) importing the singular also include the plural and vice-versa where the context requires. The words “written” and “in writing” include any means of visible reproduction.

2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Supplies in accordance with the Contract.

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2.2 In the event of any inconsistency between these conditions and other documents forming part of the Contract, the following order of priority shall apply;

2.2.1 Any written agreement between the Parties where the Parties agree that any of the provisions in these conditions should be superseded with an express reference to this clause 2.2;

2.2.2 The Seller's quotation, proposal and/or documents (if any) incorporated by express reference on the face of the quotation and/or proposal.

2.2.3 These conditions;

2.2.4 The Order.

2.3 No variation to these conditions shall be binding unless agreed in writing and signed by the authorised representatives of the Buyer and the Seller. Any varying terms proposed by the Buyer in its Order or any other documents of the Buyer shall not become part of the Contract.

3. Orders, Specification and Cancellations.

3.1 No order shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification.)

3.3 The quantity, quality and description of and any specification for the Supplies shall be those set out in the Order and accepted by the Seller. The Seller reserves the right to make any changes in the specification of the Supplies which are required to conform to any applicable statutory requirements or, where the Supplies are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.

3.4 No order which has been accepted by the Seller may be cancelled, varied or suspended by the Buyer except with the agreement in writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the cancellation, variation or suspension.

3.5 Seller may suspend the Contract in whole or in part by giving notice to the Buyer, if the Buyer fails to make payment to Seller as required under the Contract or fails to perform any other obligation of the Contract and fails to cure such default within (7) days after the Seller has notified the Buyer of such

default. In the event of such suspension, the Buyer shall compensate the Seller for all costs incurred by the Seller due to the suspension.

3.6 Seller may terminate the Contract in whole or in part by giving notice to the Buyer upon the occurrence of any one or more events of default sated below :

a. failure by the Buyer to make payment to Seller as required under the Contract or to perform any other obligations of the Contract and such failure has not been cured within (3) days after the Seller has notified the Buyer to remedy such failure;

b. insolvency, bankruptcy, liquidation or dissolution of the Buyer;

c. one or more Force Majeure Events have occurred, and have continued for (60) days or more in aggregate; or

d. the Contract is suspended for 90 days or more in aggregate and such suspension is not due to the default of the Seller.

4. Price, Taxes and Permits

4.1 The price of the Supplies shall be the price stated in the Order as accepted by the Seller. Unless there is any variation as referred to in Clause 4.2, all prices are valid for the period stated in the quotation or proposal (and if no period is stated, for up to 30 days only for the date of issuance), after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The quoted prices are based upon the scope of the Supplies referred to in the Seller's written quotation and/or proposal. In the event of any variation in, inter alia, the scope of supplies ordered including delivery dates from that of the Seller's offer, the Seller reserves the right to vary the prices quoted.

4.3 Except as otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an Ex Works basis, and where the Seller agrees to deliver the Supplies otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 For the provision of the Services at the Site, the price shall exclude any incidental costs incurred by the Seller for the purposes and in the course of providing the Services i.e. travel costs, costs for transporting tools and equipment etc.

4.5 Buyer shall be solely responsible for payment of all taxes levied, imposed, assessed or collected, at

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any time against the Goods in relation to the purchase of the Goods

4.6 Buyer shall secure and keep in effect all governmental permits and licenses required in connection with the performance of the Purchase Order.

5. Terms of payment

5.1 After the acceptance of the Order, the Seller reserves the right to suspend performance or withhold delivery under an Order if the Seller in its reasonable opinion determines that the Buyer's credit worthiness is unsatisfactory or that the Buyer will not be able to pay the amounts due and payable under the Contract or if the Buyer fails to make payment of any amount due and payable ("Suspension"). The Seller shall by written notice to the Buyer inform the Buyer of such suspension.

5.2 The Buyer shall pay the price of the Supplies in accordance with the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 suspend any further deliveries and/or Services to the Buyer and terminate the same pursuant to clause 10 (without being liable to the Buyer for any losses);

5.3.2 at its sole discretion, apply any monies received from the Buyer in relation to the Contract or any other contract or agreements between the Seller and the Buyer, including but not limited to the deposits or security payments, towards the payment of the relevant invoice; and

5.3.3 charge the Buyer interest at the rate of 1% per month on the amount unpaid from the due date until payment in full is made.

5.4 The Buyer is not entitled to withhold from, set off against or otherwise reduce any payments due to the Seller unless agreed in writing by the Seller.

6. Delivery, Installation

6.1 Unless otherwise agreed in writing, delivery shall be Ex Works, Singapore (Incoterms 2020).

6.2 Partial delivery/performance of the Supplies ordered is permissible. Where the Supplies are to be delivered/performed in instalments, each delivery/ performance shall constitute a separate contract and failure by the Seller to delivery/perform any one or more of the instalments in accordance

with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.3 Where in relation to the delivery/provision of Supplies, Services need to be performed by the Seller at a Site, the Buyer shall at its own costs and expense, take all necessary measures, to prepare the Site and ensure that the Site is suitable and ready for the commencement of the Services. The Buyer shall ensure that the access roads to the Site are clear, the Seller's personnel are able to commence the Services immediately upon their arrival at the Site and further ensure that the Services proceed in an uninterrupted manner. The Buyer is responsible for all things related to the Site and shall supply the Seller with such labour, information, facilities, equipment and any other materials and tools which the Seller requires for the delivery/provision of the Supplies, information relating to the Site and all auxiliary services required by the Seller which are relevant for the purposes of the delivery/provision of the Supplies. Without limiting the foregoing, the Buyer shall provide at its own expense in a timely manner the following:

6.3.1 unrestricted access to the Site, including but not limited to entry permits and security passes;

6.3.2 such assistance as may be required by the Seller in relation to obtaining import, export and customs clearance for personal belongings, equipment and tools of the seller, and its subcontractors where required for the Services to be performed at the Site;

6.3.3 assistance to the Seller and its subcontractor's personnel for the obtaining of visas, work and residential permits to the extent required for the carrying out of the Services at the Site as well as with regard to any other required permits;

6.3.4 repatriation of the Seller's and its subcontractor's personnel in case of emergencies including but not limited to war, civil war, civil disturbance and epidemics;

6.3.5 the equipment and materials as may be required by the Seller which are necessary for the assembly, commissioning and the performance of the Services, such as scaffolds, lifting equipment and other devices as well as fuels and lubricants;

6.3.6 make available any information required by Seller concerning the location of concealed electric power, gas and water lines or of similar installation as well as the necessary structural data;

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6.3.7 all and adequate utilities including but not limited to energy, water, telecommunications services, heating and lighting;

6.3.8 suitable dry and lockable rooms of sufficient size adjacent to the Site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working rooms for the Seller's and its subcontractors' personnel, including sanitary facilities as are appropriate and adequate in the specific circumstances;

6.3.9 all reasonable measures to protect the property of the Seller, its subcontractor and their personnel at the Site;

6.3.10 protective clothing and protective devices needed due to Site conditions;

6.3.11 documentation of existing systems (e.g. service manuals, operator guides), building descriptions and floor plans, programming devices, measurement, test resources and tools.

6.4 Where the Buyer does not either provide or fulfil the above required obligations in clause 6.3 to the satisfaction of the Seller, the Seller shall be entitled to (a) an extension of time to complete its obligations if the Buyer's breach prevents the Seller from carrying out its obligations in accordance with the agreed schedule, and claim all costs and expenses incurred by the Seller; (b) terminate the Contract if the Contract cannot be completed as a result, and claim all costs and expenses incurred by the Seller; or (c) carry out all necessary work and claim all costs and expenses incurred by the Seller from the Buyer, provided the Buyer had been informed of the non-compliance and had failed to remedy such breach (if it can be rectified) within the rectification period set out in such notice of non-compliance. The Buyer shall not move any Goods, Seller's and its subcontractors' equipment or tools thereof from the Site without the prior consent in writing of the Seller.

6.5 Subject to the Buyer granting the Seller such reasonable access to the Site and the Site conditions being suitable for the performance of the Services in accordance with Clause 6.3, the Seller shall commence work at the Site on the scheduled date and/or deliver the Supplies on the Scheduled date.

6.6 Where Supplies are supplied to the Buyer and no assembly, installation, erection and commissioning is required:

6.6.1 The Buyer is obliged to inspect the Supplies upon delivery and shall notify the Seller within seven (7) days of receipt of the Supplies if there are

any defects. Such notification of any defects shall be accompanied with relevant supporting evidence.

6.6.2 If the Buyer fails to notify the Seller of the defects within seven (7) days of the receipt of the Supplies, it will be deemed to have accepted such Supplies.

6.7 Where installation, erection or commissioning is required:

6.7.1 The Buyer shall accept the Supplies within fourteen (14) days from the date of supplied / installation / commissioning.

6.7.2 The Buyer will be deemed to have accepted the Supplies if (a) the Supplies are put to use by the Buyer for purposes other than for testing; (b) it fails to respond to the Seller's declaration for acceptance; or (c) it fails to accept the Supplies within the fourteen (14) days period without providing any written reasons or specific details of such non-acceptance.

6.8 The Buyer shall not be entitled to withhold acceptance for (a) defects which do not materially affect the usage of the Supplies; (b) minor deviations deficiencies which do not materially affect the functioning of the Supplies; (c) defective installation or erection not carried out by the Seller; or (d) reasons which are not within the reasonable control of the Seller.

6.9 Any costs and expenses related to the inspection and/or acceptance of the Supplies shall be borne by the Buyer.

6.10 If the Seller fails to Deliver the Supplies by the Delivery Date (and in the case where Delivery is via instalment, by the last Delivery Date), and such failure is due to the sole fault of the Seller, the Seller is liable to pay the Buyer liquidated damages 0.1% of the portion of the price (excluding any charge for transport, packaging or insurance) corresponding to that part of the Supplies which because of the delay could not be put to intended use for each consecutive seven-day period (inclusive of the seventh day) of delay, up to a maximum aggregate of 5% of such price. Such payment of liquidated damages shall be the Buyer's sole and exclusive remedy for Seller's delay and shall be in lieu of any other rights the Buyer may have against the Seller under the law.

6.11 The Delivery Date(s) may be extended, at the Seller's discretion and by written notification to the Buyer, by such further periods as may reasonably reflect any delay which will or may be or has been caused by any of the following events;

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6.11.1 Force Majeure, as provided in Clause 14;

6.11.2 Any variation of the Contract pursuant to Clauses 2.3 or 3.4;

6.11.3 Any suspension of the Contract pursuant to Clauses 3.5, 5.1 and 10;

6.11.4 Any breach of Contract by the Buyer;

6.11.5 If the Supplies are not Delivered due to or in relation to the event described in clause 6.13; or

6.11.6 Any other circumstances where the Seller is entitled under law to have an extension of time.

6.12 The Seller shall not be liable for any delays due to an act or omission of the Buyer (including but not limited to any failure of the Buyer to comply with any of its obligations under the Contract ("Buyer's Default")).

6.13 If the Buyer fails to give the Seller adequate Delivery instructions at the time stated for the Delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may;

6.13.1 store the Supplies until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage;

6.13.2 sell the Supplies at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the Contract price.

6.14 The Seller will give a credit note only for any Supplies or any part thereof that has been wrongly delivered. In case of oversupply, the Buyer may choose to purchase the extra Goods based on the same price for similar Goods purchased under the Order, or may reject the extra Goods, in which case the Seller shall arrange and pay for the extra Goods to be returned to it or sold to a third party.

6.15 Charges for all handling and transport as determined by the Seller are to be paid by the Buyer except where such Supplies have been wrongly delivered or over supplied or where such charges have been incurred as a result of the Seller's performance of obligations during the warranty period under clause 8.

7. Title and Risk

7.1 Unless otherwise agreed in writing between the Parties, risk of damage to or loss of the Goods shall pass to the Buyer as soon as the Goods have been Delivered.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Supplies shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods sold.

7.3 Until such time as title in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party (whose cooperation the Buyer hereby undertakes to procure) where the Goods are stored and repossess the Goods. Until such time as in accordance with this provision, the Goods shall not be pledged or given as security or resold by the Buyer and the Buyer undertakes to store the Goods in its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Seller's Goods.

7.4 The Buyer shall reimburse the Seller for any expenses and cost to the Seller recovering any Goods arising from any non-compliance by the Buyer with the terms of clause 7.3.

8. Warranties

8.1 The Seller warrants that it will perform the Services where required with reasonable care and skill and that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of successful commissioning test by end user or a period of fifteen (15) months from the date of Delivery of the Supplies shipment, whichever comes earlier. ("Warranty Period")

8.2 If the Goods are repaired or replaced during the Warranty Period, the period of warranty shall be extended for a period of six (6) months after the end of the Warranty Period ("Extended Warranty Period").

8.3 The Seller shall be under no liability under clause 8.1 and 8.2 whatsoever;-

8.3.1 In respect of any defect in the Supplies arising from any drawing, design or specification supplied by the Buyer;

8.3.2 In respect of any defect arising from fair wear and tear, wilful damage or negligence by the Buyer, failure to follow the Seller's instructions (whether oral or in writing) in relation to the use or storage of the Goods, misuse or alteration or repair of the

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Goods without the Seller's approval or improper or inadequate maintenance by the Buyer;

8.3.3 In respect of minor deviations from the drawings, design or specifications supplied by the Seller, insignificant deviations from the agreed quality or minor impairment of usability which do not materially affect the commercial use of the Goods;

8.3.4 If the Goods have been used in a manner or under a circumstance or for a purpose not reasonably within the contemplation of the Seller or disclosed to the Seller prior to making the Contract;

8.3.5 If the total price for the Supplies has not been paid by the due date for payment;

8.3.6 for any delay in the delivery or installation of the Supplies, if such delay arises or results from variation of the Contract pursuant to clause 2.3;

8.3.7 if the Buyer permits persons other than the authorised representative of the Seller to effect any replacement of parts, maintenance adjustments or repairs to the Supplies;

8.3.8 Where the Supplies are Software, for non-reproducible software errors.

8.4 Save for the warranties specified in clause 8.1, all other warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Seller specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

8.5 During the Warranty Period and Extended Warranty Period (as the case may be), any claim by the Buyer which is based on any defect in the quality or condition of the Supplies or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days after discovery of the alleged defect or failure, failing which the Seller shall not be liable under the warranty provided in Clause 8.1 herein.

8.6 Where any valid claim in respect of any of the Supplies which is based on any defect in the quality or condition of the Supplies or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller's sole liability shall be to re-perform the Services or repair or replace the Goods (or the part in question) free of charge at the Seller's sole discretion, or refund to the Buyer the price of the defective Supplies (or a proportionate part of the price).

8.7 The benefit of this Warranty shall apply only to the Buyer.

8.8 Clause 8 sets out the Buyer's sole and exclusive remedy for all warranty claims during the Warranty Period and Extended Warranty Period.

9. Intellectual Property Rights.

9.1 If any claim, demand, action or proceeding is brought against the Buyer for alleged infringement of any registered design or trade mark or trade name or copyright or letters patent (the specifications of which are published prior to the date of the Order) , and provided that (a) the Buyer gives the Seller immediate notice in writing of any such claim, demand, action or proceeding(b) permits the Seller to answer the claim and to conduct all negotiations in respect of such claim and to defend the action or proceeding, (c) the Buyer gives the Seller (at the Seller's cost and expense) all information, assistance and authority required for those purposes and (d) does not by an act (including any admission or acknowledgment) or omission prejudice the conduct of such defence, then;

9.1.1 The Seller will at its own election either effect any settlement or compromise which it deems reasonable or at its own costs and expense defend any such action or proceeding and if the Supplies or any part thereof is in such action or proceeding held to constitute infringement and is the subject of an injunction restraining its use or any order providing for its delivery up or destruction, the Seller shall at its own election and costs and expense either;

(i) procure the Buyer the right to retain and continue to use the Supplies or part thereof; or

(ii) modify the Supplies or any thereof so that it becomes non-infringing; or

(iii) replace the Supplies or any part thereof with one that is non-infringing.

9.2 The Seller's obligations specified in clause 9.1 are subject to the following:

9.2.1 Any infringement or allegation thereof which is due to the Seller having followed a design or instruction furnished by the Buyer or based upon the use of the Supplies in a manner or for a purpose not reasonably within the contemplation of the Seller or disclosed to the Seller prior to making the Contract or in combination with other goods or devices or services not made or supplied by the Seller; or

9.2.2 The Buyer entering into compromise or settlement in respect of such action or proceeding without the Seller's prior consent in writing; or

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9.2.3 Modification of the Supplies by the Buyer or a third party without the Seller's prior written consent.

9.3 The Seller's obligations specified in clause 9.1 shall expire two (2) years from the date of delivery of the Order.

9.4 Save as provided in Clause 9, the Seller shall not be liable for any damage or losses incurred by the Buyer arising from the use or non-use of any infringing Supplies or any part thereof.

9.5 If the Supplies are to be manufactured or any process is to be applied to the Supplies by the Seller in accordance with a specification submitted by the Buyer, the Buyer warrants that any design or instructions furnished or given by it shall not be such as will cause the Seller to infringe any third party's intellectual property rights and shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with the breach of such warranty.

9.6 The intellectual property rights owned by the Seller in respect of the Supplies shall remain the absolute property of the Seller and such designs and drawings, equipment or any part thereof shall not be reproduced or disclosed or allowed to be reproduced or disclosed by the Buyer to any third party without the Seller's prior consent in writing.

10. Termination and/or Suspension of Supplies

10.1 In the event that:

10.1.1 the Buyer is in breach of the Contract; or

10.1.2 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or have an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or

10.1.3 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Buyer; or

10.1.4 the Buyer ceases or threatens to cease, to carry on business; or

10.1.5 there is a change in control of the Buyer which in the reasonable opinion of the Seller

adversely affects the position, rights or interests of the Buyer. (For the purpose of this sub-clause, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares, or otherwise howsoever); or

10.1.6 In the reasonable opinion of the Seller, there occurs a material change in the financial position of the Buyer which is likely to affect the Buyer's ability to perform its obligations under the Contract; or

10.1.7 The Seller has reasonable grounds to believe that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly;

the Seller shall be entitled to, by issuance of a written notification (i) terminate the Contract forthwith on the occurrence of each of the event in Clause 10.1.1 (if the breach cannot be rectified), 10.1.2, 10.1.3, 10.1.4, or 10.1.5 or suspend any further deliveries, production or commissioning works or the Services under the Contract without any liability to the Buyer on the occurrence of each of the events in Clause 10.1.1 (if the breach can be rectified), 10.1.6 and 10.1.7, and upon the issuance of the Seller's written notification of such termination or suspension (ii) if the Supplies have been delivered or completed but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (iii) the Seller shall be entitled to retain any security given or monies paid by the Buyer and apply the said security or monies against the amount due and owing to the Seller, assessed losses and damages, if any suffered by the Seller, or if there is no security or monies paid by the Buyer, to recover the same otherwise.

10.2 Upon the issuance by the Seller of a written notification giving notice of the suspension of any further deliveries, production or commission works or the Services under the Contract pursuant to clause 10.1, the Buyer shall:

10.2.1 if the suspension is due to or arises from a breach by the Buyer of the Contract under Clause 10.1.1, remedy such breach within fourteen (14) days of the written notification of suspension, failing which the Seller shall be entitled to terminate the Contract forthwith by issuance of a written notice to the Buyer; or

10.2.2 if the suspension is due to or arises from a material change in the Buyer's financial position in accordance with clause 10.1.6, provide the Seller with a bank guarantee or such other security ("Security") to the Seller's reasonable satisfaction

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within thirty (30) days of the written notification of suspension, failing which the Seller shall be entitled to terminate the Contract forthwith by issuance of a written notice to the Buyer; or

10.2.3 if the suspension is due to or arises from a clause 10.1.7 event, provide the Seller with proof to address the Seller's concerns within thirty (3) days of the written notification of suspension, failing which the Seller shall be entitled to continue the suspension or to terminate the Contract forthwith by issuance of written notice to the Buyer.

In the event the Contract is terminated pursuant to Clause 10.2.1 to 10.2.3, the Seller shall, in addition to and without prejudice to the remedies in Clause 10.1, be entitled to recover all losses and damages from the Buyer.

10.3 The losses and damages in Clause 10.1 (iii) and 10.2 shall include but are not limited to all costs, expenses and liabilities reasonably incurred by the Seller in respect of Goods that are partially completed or Services not fully performed as well as any costs, expenses and liabilities in expectation of the completion of the Supplies. Termination of the Contract by the Seller shall not discharge the Buyer from any existing obligation accrued due on or prior to the date of termination.

10.4 The rights and remedies granted to the Seller pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

11. Export Controls

11.1 The fulfilment of the Contract on the Seller's part is conditional upon the following :

(i) all necessary export licenses, permits, licenses and other permissions being obtained by the Buyer from the relevant authorities for the delivery and intended use of the Supplies;

(ii) If the Seller is required to have any permit or license from any governmental or other regulatory authority, such permit or license being granted to the Seller in time; and

(iii) such performance is not be prevented by impediments on the grounds of national and international legal requirements, including but not limited to export control regulations, customs requirements, embargoes or other sanctions.

11.2 The Buyer shall comply with all relevant statutes, rules and regulations and bye-laws affecting its obligations and the performance of the Contract (including any laws and regulations

concerning the export, re-export or import of Goods, technology or technical data and Services) and shall obtain at its own costs and expenses all necessary permits and licences. The Seller may suspend performance if the Buyer is in violation of applicable laws or regulations.

Goods labelled with "AL not equal to N" are subject to European or German export authorisation when exported out of the European Union. Goods labelled with "ECCN not equal to N" are subjected to the United States of America's re-exporting authorisation. Even without a label, or with label "AL:N" or "ECCN:N", authorisation may be required due to the final end-use and destination for which the Goods are to be used.

11.3 If the Buyer intends to transfer Supplies, including information relating to such Supplies (e.g. hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision and including all kinds of technical support information) delivered by the Seller to a third party, the Buyer shall comply with all applicable national and international re-export control regulations.

11.4 Prior to any transfer of the Supplies provided by the Seller to a third party, the Buyer shall in particular check and guarantee by appropriate measures that:

- (i) There will be no infringement of any embargo;
- (ii) Such Supplies will not be used in connection with armaments, nuclear technology or weapons;
- (iii) The third party is not subject to any sanctions.

11.5 If required to enable authorities or the Seller to conduct export control checks, the Buyer, upon request by the Seller, shall promptly provide the Seller with all information requested, including but not limited to, the details of the end customer, the destination, the intended use of the Supplies provided by the Seller, as well as information relating to the applicable export control restrictions.

11.6 The Buyer shall indemnify and hold harmless the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export regulations by the Buyer. This obligation shall survive the termination or expiry of this Contract.

12. Software

12.1 Where applicable, the Seller grants to the Buyer a non-exclusive, non-transferable licence to use the Software delivered with the Supplies for the

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purposes stated in the manual of the Supplies during the validity of the licence subject to the provisions of this clause 12.

12.2 The Buyer acknowledges that the Software contains valuable confidential and proprietary information and trade secrets of the Seller or its licensors, and undertakes that it (including its agents, employees and/or servants) shall not, without the Seller's prior consent in writing, disclose the details of the Software to third parties.

12.3 All rights, title and interest in the Software, including revisions and updated versions, shall remain the property of the Seller or its licensors. All rights to the software not expressly granted in the Contract shall remain reserved.

12.4 In the event the Software contains open-source software, the use of such software shall be governed by the applicable open-source software licence terms, except that the disclaimer of warranties and limitation of liability set forth in this Contract shall apply.

12.5 The Buyer is not allowed to make any back-up copies of the Software without the Seller's prior consent in writing.

12.6 The use of the Software on hardware other than the agreed equipment requires the Seller's consent in writing.

12.7 Unless otherwise agreed, the Software shall be provided in machine readable form (object code) only.

12.8 The Seller may terminate the Buyer licence upon notice of breach of these licence terms. The Buyer must destroy all copies of the Software immediately upon notice of termination. The Buyer will not disassemble or otherwise modify the Software without express agreement in writing from the Seller.

13. Limitation of Liability

13.1 Notwithstanding anything to the contrary in the Contract and except to the extent required by law, in no event shall (a) the Seller, its officers or employees be liable for lost profits, any form of indirect or consequential damages, howsoever arising; and (b) the maximum aggregate liability of the Seller for damages hereunder exceed: ;

(i) (in the case of Supplies where the Contract price is calculated on an annual basis) 10% of the Contract price of the Supplies for the preceding 12 calendar months (calculated from the date of the breach);

(ii) (in all other instances) 10% of the Contract price of the Supplies affected by the breach.

13.2 This clause shall survive the termination or expiry of the Contract.

14. Force Majeure

14.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligation in relation to the Supplies, if the delay or failure was due to an Event of Force Majeure. For the purposes of this clause, an "Event of Force Majeure" shall mean any unforeseen event beyond the reasonable control of the Seller such as, but not limited to any act of God, act of government or any authorities, non-issuance of licences, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events.

If any delay in performing, or any failure to perform the Contract by the Seller is caused by its subcontractor due to an Event of Force Majeure, the Seller shall incur no liability for such delay or failure to perform.

14.2 Where there is a delay or non-performance due an Event of Force Majeure, the Seller is entitled to an extension of the Delivery Date(s) as provided in Clause 6.11.

14.3 Without prejudice to the other provisions of this Contract, where the Event of Force Majeure continues for more than six (6) months in the aggregate, the Seller shall have the right to terminate the Contract. In such a situation, the Seller shall be reimbursed for Supplies already performed/delivered, cost of materials or goods reasonably ordered, any other expenditure reasonably incurred in the expectation of completing the Supplies as well as the reasonable cost for removal of the Seller's equipment and demobilization of personnel.

15. Applicable Law and Dispute Resolution

15.1 Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Center ("SIAC")

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in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of arbitration shall be Singapore and the language of the arbitration shall be English..

15.2 If, in any legal proceeding, it is determined that any provision of this Contract is unenforceable under applicable law, the unenforceable provision shall automatically be amended to conform to that which is enforceable under applicable law. In any event, the validity or enforceability of any provision shall not affect any other provision of this Contract, and the Contract shall be construed and enforced as if such provision had not been included.

15.3 This Contract is governed by the laws of Singapore. Notwithstanding anything to the contrary, the Parties expressly agree the following shall not apply in any respect to the Contract or any of the obligations of the Parties: the United Nations Convention on Contracts for the International Sale of Goods (“CISG”), and the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by the 1980 Vienna Protocol (also known as the “Vienna Convention”).

15.4 This clause shall survive the termination or expiry of the Contract.

16. Anti-Corruption Compliance

16.1 Buyer warrants that, in connection with the execution of this Contract, Buyer shall comply with Applicable Anti-corruption laws as defined below. Buyer represents and warrants that it has not corruptly made, offered, paid, promised or authorized, and will not corruptly make, offer, pay, promise or authorize, the payment or gift of money or anything of value directly or indirectly to any person, including any Public Official, as defined below, for the purpose of : (1) influencing any act or decision of the person or Public Official in his or her official capacity; (2) inducing the person or Public Official to do an act in violation of a lawful duty; or (3) inducing the person or Public Official to influence the act or decision of a government or government instrumentality, in order to assist Buyer or Seller in obtaining or retaining business or securing any improper advantage, including any license, permit, government authorization or any decision related to Seller or this Contract.

16.2 Disclosure Controls and Procedures. Buyer agrees and undertakes that in connection with this Contract and in connection with any other business transactions involving Seller and Buyer and the jurisdiction in which the Supplies are supplied, Buyer has applied, and will apply, effective disclosure controls and procedures.

16.3 Continuing Effect and Survival of Representation, Warranties and Covenants. All of the foregoing representations, warranties and covenants shall be continuing in effect and shall survive for a period of five (5) years after completion, expiration, or termination of the Contract. Buyer shall be obliged to immediately inform Seller if any of the foregoing representations and warranties ceases to be accurate, in whole or in part.

16.4 Right of Termination Due to Evidence of Violations.

In the event Seller has any reasonable basis to believe Buyer may not be in compliance in any material way with the undertakings and/or requirements set forth in this Clause 16, Seller shall advise Buyer in writing of its belief and Buyer shall fully cooperate with any and all inquiries undertaken by or on behalf of the Seller. Without prejudice to any other rights the Seller may have hereunder, under the Contract or at law (including, as applicable, the right of damages for breach of contract), Seller shall have the right to terminate this Contract with immediate effect if any of the foregoing agreements, representations, warranties, covenants, undertakings, or requirements set forth in this Clause 16 have not been complied with or fulfilled by Buyer.

16.5 Indemnity for Violation or Breach.

Buyer agrees to be responsible for and assume all liability for and hereby agrees to release, protect, defend, indemnify and hold harmless Seller from and against any loss, cost, claim, liability, suit, judgment, award or damage (including reasonable attorney's fees) of whatever nature resulting from any violation or breach by Buyer of Applicable Anti-Corruption Laws, or any of the representations, warranties or other obligations contained in this Clause 16. This obligation shall survive the termination or expiry of the Contract.

16.6 Defined Terms

“Applicable Anti-corruption Laws” shall mean:

(1) Japan Unfair Competition Prevention Law (“UCPL”); (2) the U.S. Foreign

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Corrupt Practices Act ("FCPA"); (3) the U.K. Bribery Act 2010; (4) any other applicable legislation implementing either the United Nations Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; (5) anti-corruption laws of any applicable territory; and (6) all applicable laws dealing with bribery, extortion and kickbacks.

"Public Official" shall mean: (1) any official, officer, employee or representative of (a) any federal, state, provincial, territory, county or municipal government or any department or agency thereof, (b) any public international organization or any department or agency thereof, or (c) any company or other entity owned or controlled by any government; (2) any political party or party official; and (3) any candidate for political office.

17. General.

17.1 The Buyer shall not assign any of its rights or obligations under the Contract without the prior written consent of the Seller, such consent to be signed by its authorised representatives. Any attempted delegation or assignment shall be void. The Seller may attach conditions to the giving of its consent.

17.2 The Seller may assign any of its rights (including receivables) under the Contract without the prior written consent of the Buyer.

17.3 The Seller may sub-contract the performance of the Contract or any part of the Contract without obtaining the prior consent of the Buyer.

17.4 Any shipment terms quoted in relation to the delivery of the Supplies shall be in accordance to Incoterms 2010 or its latest version as from time to time modified supplemented or revised.

17.5 The Buyer shall comply with all relevant statutes, rules and regulations and bye-laws affecting its obligations and the performance of the Contract and shall obtain at its own costs and expenses all necessary permits and licences and shall furnish to the Seller, upon request, information or documentation of the Buyer's compliance, as well as to any other information or documentation required to enable the Seller to comply with any laws, rules, regulations and requirements applicable to its performance of the Contract.

17.6 Any notice required to be given by either party under the Contract shall be in writing and signed by the authorised representatives of the Party and

addressed to the other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice. Notices may be delivered by hand, or by prepaid registered post or by facsimile or by electronic transmission and shall be deemed to have been served:

(i) if by hand, at time of delivery;

(ii) if by prepaid registered post, 3 working days after posting;

(iii) if by facsimile, on the date printed on the facsimile transmission report produced by the sender's machine; or

(iv) if by electronic transmission, when the sender receives an automated message confirming delivery.

17.7 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. If the Seller delays, targets or choose not to enforce its rights under the Contract, it shall not affect its right to do so at a later date.

17.8 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part such provision shall be construed, amended or if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability and the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected but shall remain in full force and effect.

17.9 No terms shall survive the expiry or termination of the Contract unless expressly provided.

17.10 The Contract forms the entire agreement between the Parties and may not be changed unless agreed in writing by properly authorised representatives of both Parties. The Contract shall supersede any other express or implied, oral terms, arrangements, customs or practices.

17.11 A person who is not a party to this Contract shall no right under the Contracts (Rights of Third Parties) Act (Cap. 53) to enforce any of its terms.