

Date of release 01 May 2024

## TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS

1.1 In these Terms and Conditions of Purchase:

"**Buyer**" means CDI Energy Products Pte Ltd;

"**Buyer's Group**" means CDI Energy Products Pte Ltd and its affiliates, parent, and subsidiary companies.

"**Conditions**" means these Terms and Conditions of Purchase.

"**Contract**" means any contract for the sale of Goods or Services by Seller to Buyer;

"**Services**" means work and/or services which Seller supplies to Buyer pursuant to a Contract;

"**Goods**" means goods and/or materials which Seller supplies to Buyer pursuant to a Contract;

"**GST**" means goods and services tax under the GST Act;

"**GST Act**" means the Goods and Services Tax Act, Chapter 117A of Singapore, as amended from time to time;

"**Seller**" means a person who is to supply Goods and/or Services to Buyer pursuant to an order from Buyer;

"**SGD**" means Singapore Dollars; and

"**Tax Invoice**" means a tax invoice as defined under the GST Act that enables a recipient of a supply to claim tax credits for the input GST paid in respect of the supply.

### 2. APPLICATION

2.1 These Conditions shall govern the Contract to the exclusion of any terms or conditions endorsed upon, delivered with or contained in Seller's quotation, acknowledgement or acceptance of order or similar document and Seller waives any right which it otherwise might have to rely on such terms or conditions.

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

2.3 The issuance of a purchase order by Buyer and the acceptance of the same by Seller, or the confirmation of Seller's quotation by Buyer, shall constitute unqualified acceptance of these Conditions by Seller.

2.4 No variation to Buyer's order or these Conditions shall be binding on Buyer unless agreed in writing and signed by a duly authorised representative of Buyer.

### 3. ORDERS

3.1 Buyer's order constitutes an offer by Buyer to purchase the Goods and/or the Services in accordance with these Conditions.

3.2 Buyer's order shall be deemed to be accepted on the earlier of Seller issuing a written acceptance of Buyer's order or doing any act consistent with fulfilling Buyer's order, at which point the Contract shall come into existence.

3.3 Buyer's order number and date shall be given by Seller on all delivery advices and notes, invoices, correspondence and packaging relating to Buyer's order. Buyer reserves the right to withhold payment where such information is not given.

### 4. DELIVERY AND SHIPPING

4.1 Goods and/or Services shall be delivered in accordance with and on the date(s) specified in Buyer's order.

4.2 Time for delivery of Goods and/or Services shall be of the essence. If Goods are delivered earlier than specified Buyer shall be under no obligation to accept delivery, but reserves the right to do so. Buyer shall (without prejudice to any other rights of Buyer) be entitled to reject Goods and/or Services that are not delivered on the specified date(s). Unless stipulated by Buyer in Buyer's order, delivery of the Goods shall be accepted by Buyer only during normal business hours.

4.3 Delivery of all Goods and/or Services shall be at the address(es) specified by Buyer. For the delivery of Goods, Seller shall use the carrier designated by Buyer and all shipping documents, including Seller's invoice, must accompany each shipment and be provided to the freight forwarder in a timely manner. Seller shall off-load the Goods as directed by Buyer.

4.4 The date for delivery of the Goods shall be specified in Buyer's order, or if no such date is specified delivery shall take place within twenty-eight (28) days of Buyer's order.

4.5 Notwithstanding clause 3.2, Seller shall ensure that each delivery of the Goods is accompanied by a delivery note which shows, inter alia, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

4.6 If the Goods are not delivered in full and/or performance of the Services is not completed on the due date then, without prejudice to any other rights which it may have, Buyer reserves the right to:

4.6.1 Cancel the Contract in whole or in part;

4.6.2 Refuse to accept any subsequent delivery of the Goods and/or performance of the Services which Seller attempts to make;

4.6.3 Recover from Seller any expenditure reasonably incurred by Buyer in obtaining the Goods or the Services in substitution from another Seller; and

4.6.4 Claim damages for any additional costs, loss or expenses incurred by Buyer which are in any way attributable to Seller's failure to deliver the Goods in full or complete performance of the Services on the due date.

4.7 Seller shall not deliver the Goods in installments without Buyer's prior written consent. Where Buyer agrees to accept delivery of the Goods by instalments the Contract will be construed as a single contract in respect of each installment. Nevertheless failure by Seller to deliver any one installment shall, to the extent allowed by applicable law, entitle Buyer at its option to treat the whole Contract as repudiated.

4.8 If the Goods delivered or Services performed by Seller are in excess of the quantities ordered, to the extent allowed by applicable law, Buyer shall not be bound to pay for the excess and any excess will be and will remain at Seller's risk and Goods will be returnable at Seller's expense.

4.9 If the Goods delivered or Services performed by Seller are less than the quantities ordered, to the extent allowed by applicable law, Buyer shall have the right, but not the obligation, to either:

4.9.1 Accept the quantity of Goods or Services received from Seller and make payment only for that quantity received. Buyer will have the discretion to cancel any outstanding Goods or Services remaining on the Contract; or

4.9.2 Reject the Goods or Services delivered, with Seller being required to resupply the correct quantity levels. Any Goods or Services rejected will remain at Seller's risk and Goods will be returnable at Seller's expense.

4.10 Buyer shall be entitled to reject any Goods and/or to rectification of any Services which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until Buyer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any defect in the Goods or Services has become apparent.

4.11 Seller shall give Buyer prior written notice of:

4.11.1 any delivery of the Goods or items accompanying the Goods having toxic or other hazards to the safety or health of persons or property and shall provide full details of such hazards and of all precautions which should be taken by Buyer in respect of the delivery, storage, handling, installation and use of the Goods or items and provide Buyer with all information relating to the properties of the Goods or items to enable Buyer to comply with all relevant legislation relating to the Goods or items and/or such hazards; and

4.11.2 any delivery of Goods which are perishable or of limited lifespan and of any circumstances which may adversely affect the lifespan of such Goods.

4.12 If for any reason Buyer is unable to accept delivery of the Goods at the time when they are due for delivery Seller shall, if its storage facilities permit, store the Goods in a secure manner until Buyer is ready to accept delivery and Buyer shall pay Seller's reasonable charges for storage.

4.13 Where Seller performs the Services on Buyer's premises, Seller shall, and shall procure that its personnel comply with Buyer's safety and security regulations and shall not, without the prior written consent of Buyer, use any of Buyer's facilities, tools, apparatus or equipment. Where such consent is given by Buyer, Seller must satisfy itself as to the fitness and suitability of such facilities, tools, apparatus and equipment and shall assume all liability arising out of their use.

4.14 Unless otherwise agreed in writing, the cost of delivery of Goods shall be included in the price.

4.15 The Goods shall be marked in accordance with Buyer's instruction. Goods must be packed by or on behalf of Seller securely so as to be delivered to Buyer in perfect condition under normal conditions of transport and in the event that the Goods are not delivered in perfect condition under normal conditions of transport it shall be deemed that the Goods were not packed in accordance with this provision.

4.16 Packages and packaging material will be supplied free of charge, and will not be returned unless Buyer has so agreed in writing prior to the time of delivery whether or not any Goods are accepted by Buyer.

4.17 Seller shall obtain such export licences as may be required for the supply of Goods to Buyer.

### 5. PRICE

5.1 Unless otherwise specified, the price payable for Goods and/or Services is as listed in Buyer's order, denominated in SGD and shall be inclusive of GST and any other tax or duty payable.

- 5.2. No variation in the price or extra charges will be accepted by Buyer.
- 5.3. Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller.
- 5.4. On all orders subject to settlement discount, the discount period shall be calculated from the date the invoice is received by Buyer.
- 6. GST**
- 6.1. If Seller is a GST-registered entity under the GST Act, Seller shall ensure that any invoice or other request or demand for payment for supplies provided by it to Buyer constitutes a Tax Invoice that will enable Buyer to claim tax credits in respect of supplies to which the invoice relates. No amount will be due and payable by Buyer in respect of a supply under these Conditions unless Buyer has received from Seller an invoice which complies with this clause.
- 6.2. Each party will use its reasonable efforts to do everything required by the relevant GST legislation to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under these Conditions.
- 7. PAYMENT**
- 7.1. Payment for Goods and/or Services shall be made forty-five (45) days after the date of acceptance (in accordance with the terms of these Conditions) of such Goods and/or Services (as applicable), or within such a time as mutually agreed between Buyer and Seller.
- 7.2. If payment is made by Buyer within the time period specified in clause 6.1, Buyer shall be entitled to any applicable discount privileges agreed with Seller.
- 7.3. All Goods and/or Services shall be invoiced on date of dispatch or completion (as the case may be). If delivery of Goods and/or Services is in installments, a separate invoice shall be forwarded in respect of each instalment.

## **8. CANCELLATION**

Buyer may cancel any order upon written notice to Seller. In the event of such cancellation, Buyer is responsible to Seller only for the cost of any finished goods or work in progress that corresponds to Buyer's order.

## **9. PROPERTY AND RISK**

Property and risk in Goods supplied shall remain with Seller until they are delivered to and signed for as accepted by Buyer provided that if the Goods are subsequently rejected by Buyer for any reason whatsoever and whether or not Buyer is entitled to do so in accordance with the terms herein property and risk in the Goods shall revert to Seller.

## **10. HANDLING INSTRUCTIONS**

Seller shall supply any information and instructions which may be required to ensure that Goods supplied are handled stored and used correctly and in a manner likely to avoid any danger to the health and/or safety of Buyer's employees or any other persons on Buyer's premises or those of its sub-contractors to whom delivery is made.

## **11. CONFIDENTIALITY AND DESIGN**

11.1. Each party undertakes that it will not during the term of any Contract or at any time thereafter use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information. In the event that a party is required to disclose any Confidential Information of the other party by law or to any legal or regulatory authority, except as otherwise prohibited by law, such party shall provide notice to the other party and provide its reasonable cooperation in any efforts by the owner of such Confidential Information to seek an injunction or other protective relief from the disclosure of such Confidential Information. "Confidential Information" means all information relating to a party's business or financial or other affairs which is not in the public domain including, without limitation, information relating to:

- (a) customer and Seller names and other details of customers and Seller's, sales targets, sales statistics, market share statistics, prices of goods sold and purchased, market research reports and surveys and advertising or other promotional materials;
- (b) future projects, business development or planning, commercial relationships and negotiations; and
- (c) designs, formulae, inventions or improvements relating to products or prospective products designed, manufactured or sold by a party or any other trade secrets or know-how or financial information in relation to the businesses, finances, dealings or affairs of a party.

11.2 The subject matter of a Contract shall be treated as confidential between the parties and shall not be disclosed to any third party without the prior written consent of Buyer.

11.3 Seller shall not use the name or other identity of Buyer for advertising or publicity purposes without Buyer's prior written consent.

11.4 Seller will not copy, publicise or make available to any third party any drawings, design formulae, written instructions, specifications and other technical papers, supplied by Buyer or produced by Seller at the expense of Buyer for the purposes of a Contract, and the same shall remain Buyer's property and must be returned in good condition and repair.

11.5 All patterns, dies, moulds, or any other tooling and any materials supplied by Buyer or produced by Seller at the expense of Buyer for the purposes of a Contract shall remain Buyer's property and must be returned to Buyer on demand at the expense of Seller in good condition and repair together with any other property of Buyer in Seller's possession.

11.6 Seller shall maintain Buyer's property in good condition and repair and shall insure such property against all risks while in Seller's custody and must have, or put in place, systems to ensure that Buyer's property is clearly identifiable and where possible must be physically marked as such.

11.7 The obligations in this clause 11 are subject to any other written agreement(s) entered into by Seller and Buyer regarding confidentiality obligations between Seller and Buyer.

## **12. QUALITY AND DEFECTS, INSPECTION AND TESTING**

12.1 The Goods shall:

- 12.1.1 be of satisfactory quality and be free from defects in design, material and workmanship and remain so for the longer of: (i) 12 months from the date of dispatch of the Goods (or the goods into which those Goods have been incorporated by Buyer) to Buyer's customer; or (ii) the period for which Seller typically warrants such goods shall be of satisfactory quality and be free from defects in design, material and workmanship;
- 12.1.2 be capable of any standard of performance specified in Buyer's order;
- 12.1.3 conform with any sample, patterns, descriptions, quantity or specification supplied or agreed to by Buyer; and
- 12.1.4 comply with all statutory requirements and regulations relating to the manufacture, labeling, packaging, storage, handling and delivery of the Goods;

12.2 The Services shall conform in all respects with Buyer's order and any specification supplied or agreed to by Buyer and will comply with all statutory requirements and regulations relating to the performance of the Services.

12.3 Buyer's rights under these Conditions are in addition to statutory conditions or terms implied in favour of Buyer.

12.4 Seller shall maintain and implement quality, specification control, testing and inspection procedures to enable Seller to consistently comply with its obligations under the Contract and, at the request of Buyer, will supply Buyer with full details of such procedures and Seller's test results and inspection reports.

12.5 Seller shall ensure that, at all times, it has and maintains all the licenses, authorisations, consents or permits that it needs to carry out its obligations under the Contract.

12.6 Before delivering the Goods, Seller shall carefully inspect and test the Goods for compliance with specifications and shall, at the request of Buyer, provide a copy of the results of such tests and inspections certified by Seller to be a true copy.

12.7 Buyer shall be entitled to inspect and test the Goods during manufacture, processing or storage. If this right is exercised, Seller shall provide or shall procure the provision of all such facilities as may reasonably be required for such inspections and tests. If Buyer is of the opinion that the Goods do not conform or are unlikely to conform with Buyer's order or to any specification supplied or agreed to by Buyer or that the procedures are insufficient or inappropriate to ensure consistent conformity with the Contract, Buyer shall inform Seller and Seller shall immediately take such action as is necessary to ensure such conformity. Notwithstanding any such inspection or testing, Seller shall remain fully responsible for the Goods and procedures and any such inspection or testing shall not diminish or otherwise affect Seller's obligations under the Contract.

12.8 If any of the Goods or Services fail to comply with the provisions set out in this clause 12 Buyer shall be entitled to avail itself of any one or more of the remedies listed in clause 20.

12.9 In addition to the remedies available to Buyer, Seller is liable to pay for all associated costs incurred by Buyer due to the supply of non-compliant Goods or Services. These associated costs are calculated based on:

- 12.9.1 a fixed administrative charge of SGD\$150 (excluding GST) to cover all handling data entry and reporting activities resulting from the supply of non-compliant Goods or Services;
- 12.9.2 any additional costs incurred by Buyer in managing the non-compliant Goods or Services, including but not limited to, all reworks, investigations and other consequential costs.

Buyer reserves the right to alter the fixed administration charge at any time without notice to Seller.

### 13. BUYER'S PROPERTY

13.1 Materials, equipment, tools, dies, moulds and copyright, design rights and all other intellectual property rights in drawings, specifications and data supplied by Buyer to Seller shall be used by Seller only for the manufacture of the Goods for supply to Buyer or the performance of the Services for Buyer. Such items shall remain the exclusive property of Buyer but shall be held by Seller in safe custody at its own risk and maintained and kept in good condition by Seller until returned to Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such items be used otherwise than as authorised by Buyer in writing.

13.2 Any copyrights, design rights or other intellectual property rights created by Seller in performing Buyer's order shall belong to Buyer absolutely and shall be used for the purpose only of performing Buyer's order and no other purpose without the prior written consent of Buyer. At Buyer's request and expense Seller shall sign such documents as Buyer may require to perfect Buyer's title to such intellectual property rights.

13.3 Seller must have, or put in place systems to ensure that Buyer's property is clearly identifiable and where possible must be physically marked as such.

### 14. WARRANTIES

14.1 Seller warrants to Buyer that the Goods:

- 14.1.1 comply in every respect with the specifications provided by Buyer pursuant to a Contract;
- 14.1.2 are fit for the purposes (whether express or implied) for which they are required by Buyer;
- 14.1.3 shall be of merchantable quality, have been made manufactured or produced out of industry standard materials and by the best workmanship and are free from all defects in design, materials and workmanship;
- 14.1.4 are equal in all material respects to any samples, patterns, drawings or specifications provided by either party;
- 14.1.5 comply with any statute, statutory order, directive or regulation or relevant Singapore or international standard applicable to the Goods in force at the time of delivery; and
- 14.1.6 shall be properly packed and secured in such a manner as to reach its destination in good order and condition.

14.2 Seller warrants that all Services will be provided with competence and due care and in accordance with Buyer's instructions and will comply in every respect with all specifications provided by Buyer.

14.3 The warranties under this section will be effective for the maximum period permitted by applicable law where the Goods are used or the Services are delivered.

### 15. REMEDIES FOR BREACH OF WARRANTY

15.1 Seller undertakes at its own expense without prejudice to any other rights of Buyer to render to Buyer all such service or assistance (including without limitation the repair of the Goods or the supply of substitute(s) for the Goods which substitute(s) shall in all respects be in accordance with the warranties set out in clause 14 as Buyer may reasonably require in enforcing the warranties set out in clause 14.

15.2 Buyer and Seller agree that the warranties in clause 14 are conditions of the Contract the breach of which shall give Buyer the right to reject the Goods or Services or any part thereof and treat the Contract as repudiated and Seller shall without prejudice to the other rights of Buyer reimburse Buyer all costs and expenses of returning the rejected Goods or carrying out remedial work required as a result of non-conforming Services.

15.3 Seller shall return to Buyer any amounts paid to Seller for rejected or non-conforming Goods that have been returned to Seller but not replaced.

### 16. INDEMNITY

16.1 Seller shall keep Buyer indemnified against all direct, indirect and consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Buyer as a result of or in connection with:

- 16.1.1. Seller's breach of any of the warranties or conditions in respect of the Goods or Services, whether express or implied, by statute or otherwise;
- 16.1.2. defective Goods or Services including without limitation, defective workmanship, quality or materials;
- 16.1.3. any infringement or alleged infringement of any intellectual property rights caused by the possession, use, manufacture or supply of the Goods or possession or use of the work the product of the Services;
- 16.1.4. any claim made against Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or the performance of the Services; and
- 16.1.5. any negligent acts and/or omissions of Seller's employees, agents, sub-contractors or representatives (save to the extent that such loss, damage, costs claims or expenses arise from negligent acts and/or omissions of Buyer's employees, agents, sub-contractors and representatives).

16.2. Seller undertakes to insure itself against any and all liability under any Contract with a reputable insurance company and Buyer has the right to demand proof in writing that this insurance requirement has been complied with. All monies received by Seller pursuant to insurance held under this clause are to be held in trust for Buyer.

### 17. BUYER'S RIGHTS OF SET-OFF

Buyer reserves the right to set off against any payment due by Buyer to Seller any sums that Seller owes to Buyer or to any other company in Buyer's Group and, where there is any amount due from any other company in Buyer's Group to Seller, Buyer shall on behalf of Seller be entitled to give to such other company a good receipt for any sum which such other company may pay to Buyer in settlement of any sum due from Seller to Buyer.

### 18. FORCE MAJEURE

Buyer reserves the right to defer the date of delivery of the Goods or performance of the Services or payment or to cancel the Contract or reduce the volume of the Goods or the extent of the Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Buyer including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

### 19. TERMINATION

19.1 Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving Seller written notice whereupon all work on the Contract shall be discontinued and Buyer shall pay to Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any other loss.

19.2 On or at any time after the occurrence of any of the events listed in clause 19.3, Buyer shall have the right at any time by giving written notice to Seller to terminate the Contract.

19.3 The events are:

- 19.3.1 Seller commits a breach of any of the terms or conditions of the Contract;
- 19.3.2 any distress, execution or other process is levied upon any of the assets of Seller;
- 19.3.3 Seller has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of Seller or notice of intention to appoint an administrator is given by any party, or a resolution is passed or a petition presented for the winding up of Seller or for the granting of an administration order in respect of Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of Seller or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to Seller or Buyer apprehends that any of the foregoing is about to occur in relation to Seller;
- 19.3.4 Seller ceases or threatens to cease to carry on its business; or
- 19.3.5 the financial position of Seller deteriorates to such an extent that in the opinion of Buyer the capability of Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

19.4 Termination of the Contract for any reason shall be without prejudice to rights of Buyer accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

19.5 Upon termination Buyer shall be under no further obligation to receive delivery of or pay for Goods and/or Services (as applicable).

### 20. REMEDIES

20.1. Without prejudice to any other right or remedy which Buyer may have, if any Goods are not supplied or Services are not performed in accordance with, or Seller fails to comply with, any of the terms of the Contract, Buyer shall be entitled, to the extent allowed by applicable law, to any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by Buyer:

- 20.1.1. to rescind Buyer's order;
- 20.1.2. to reject the Goods (in whole or in part) and return them to Seller at the risk and cost of Seller on the basis that a full refund for the Goods so returned shall be paid immediately by Seller;
- 20.1.3. to reject the Services (in whole or in part) on the basis that a full refund for the Services so rejected shall be paid immediately by Seller;
- 20.1.4. at Buyer's option to allow Seller the opportunity at Seller's expense either to remedy any defect in the Goods or the Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 20.1.5. to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to Seller;
- 20.1.6. to carry out at Seller's expense any work necessary to make the Goods or Services comply with the Contract; and
- 20.1.7. to claim such damages as may have been sustained in consequence of Seller's breaches of the Contract.

## 21. GUARANTEE/WARRANTY CLAIM

21.1 Without prejudice to any other right of Buyer, where under the terms of any warranty or guarantee given by Buyer on the resale of the Goods or on the sale of any goods in which the Goods are included, Buyer is responsible for or has agreed to the repair or replacement of the Goods, Seller shall, if requested by Buyer, repair or replace the Goods (as directed by Seller) and reimburse or pay to Buyer all transport and labour costs incurred by Buyer in satisfying the claim under the warranty or guarantee given by Buyer.

21.2 In addition to the costs outlined in clause 21.1, Seller is liable to pay to Buyer a fixed administrative charge of SGD\$150 (excluding GST) for each warranty claim to cover all handling, data entry and reporting activities arising from such claim. Buyer reserves the right to alter the fixed administration charge at any time without notice to Supplier.

## 22. ASSIGNMENT

Seller may not assign or transfer, or purport to assign or transfer, any of its rights or obligations under a Contract without Buyer's prior written consent. Buyer may assign the Contract or any part of it to any person, firm or company.

## 23. INVALIDITY

If any part of these conditions is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- 23.1. the validity, legality and enforceability under the law of that jurisdiction of any other part of these conditions; and
  - 23.2. the validity, legality and enforceability under the law of any other jurisdiction of that or any other part of these conditions;
- shall not be affected or impaired in any way thereby.

## 24. NO PARTNERSHIP

Nothing in these conditions and no action taken by the parties pursuant to these conditions shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the parties.

## 25. GOVERNING LAW AND JURISDICTION CLAUSE

25.1 These conditions and any Contract made under them (and any dispute, controversy, proceeding or claim arising out of or in any way relating to these conditions or any Contract made under them) shall be governed by and construed in accordance with Singapore law.

25.2 Trade and shipping terms shall have the meaning assigned to them by Incoterms 2020 or any subsequent amendments thereof prevailing at the time of any Contract, unless otherwise specifically provided for in such Contract.

25.3 The parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Singapore.

## 26. EXCLUSION OF THIRD PARTY RIGHTS

A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any of these terms and conditions.

## 27. SALE OF GOODS (UNITED NATIONS CONVENTION) ACT, CHAPTER 283A OF SINGAPORE

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these conditions.

## 28. ANTI-CORRUPTION

28.1. In performing its obligations under the Contract, Seller shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

28.2. Seller shall:

- 28.2.1. comply with all laws relating to anti-bribery and anti-corruption (including the Prevention of Corruption Act (Cap. 241 of Singapore)) and all policies of Buyer relating thereto notified to Seller from time to time and shall not contravene any such law or policy;
- 28.2.2. have and enforce as appropriate its own policies and procedures to ensure compliance with clause 28.2.1;
- 28.2.3. promptly notify Buyer if any request or demand for financial or other advantage of any kind is received by Seller in connection with the performance of a Contract or if any foreign public official is appointed as an officer or employer of or acquires an interest in Seller; and
- 28.2.4. ensure that any person performing any aspect of a Contract complies with this clause 28.

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

- 28.3.1. comply with all anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including the Prevention Of Human Trafficking Act 2014 (No. 45 of 2014)) and all policies of Buyer relating thereto notified to Seller from time to time and shall not contravene any such law or policy;
- 28.3.2. have and enforce as appropriate its own policies and procedures to ensure compliance with Clause 28.3.1; and
- 28.3.3. require that each of its subcontractors and Seller shall comply with the Anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including the Prevention Of Human Trafficking Act 2014 (No. 45 of 2014)).

## 29. EXPORT CONTROLS

### 29.1 CDI Group Positions

Seller acknowledges that CDI has defined Group Positions, which consist of list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transit across these countries) which as of the date of the Agreement comprises Cuba, Iran, North Korea, Syria. These Group Positions, which may contain more restrictive provisions than the Trade Restrictions as defined below, are based on commercial considerations and other compliance concerns, including but not limited to: money laundering and corruption concerns and concerns related to the financing of terrorism. These Group Positions apply to the Products sold as spare parts or incorporated in a higher-level assembly (such as fitted unit, a ground vehicle, a plane, etc...). Seller shall respect such Positions. CDI reserves the right to regularly change such list of countries during the term of this Agreement. Seller shall only be required to comply with such change only where and to the extent such change has been notified in writing to Seller.

### 29.2 Trade Restrictions

- (a) Seller shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Goods and Services, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.
- (b) Seller shall not cause CDI to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Seller will not supply, sell, transfer, export, re-transfer, re-export, or otherwise make Supply of any Good to CDI in any manner to circumvent, evade or avoid any applicable Trade Restrictions.
- (c) Seller shall only supply, sell, transfer, export, re-transfer, re-export, otherwise make available Goods as permitted by applicable law and shall not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available, either directly or indirectly, any Goods in connection with Seller's performance hereunder:
- (i). To any individual, entity or body resident, located, registered, incorporated, domiciled or head-quartered in any jurisdiction targeted by applicable Trade Restrictions;

- (ii). To any "Restricted Person": Restricted Person shall mean any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions and
  - (iii). For any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions,
  - (d) Where CDI has reasonable cause to suspect that any Goods may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by applicable Trade Restrictions, or to a Restricted Person in connection hereunder, or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, CDI reserves the right to:
    - (i). Immediately suspend its performance under the Agreement;
    - (ii). Request further information or documentary evidence from the Seller, including but not limited to:
      - (1) Any licences, authorisations, permits, or approvals obtained by the Seller with respect to the supply, sale, transfer or export of the Goods;
      - (2) Any shipping or commercial documentation, including: invoices; or, bills of lading,

in order to verify compliance with this provision.
  - (e) Seller certifies that, as of the date hereof, neither Seller, nor any of the Seller's Group Companies, nor any of their respective directors or officers is a Restricted Person. Seller shall immediately notify CDI if Seller, or any of the Seller's Group Companies, or any of their respective directors or officers becomes a Restricted Person. Furthermore, Seller shall immediately inform CDI if Seller is or becomes aware or has reasonable cause to suspect that either the Seller, or any of the Seller's Group Companies, or any of their respective directors or officers may become a Restricted Person.
  - (f) In the event that any Goods supplied to CDI have been re-sold, re-transferred, re-exported, re-distributed or otherwise made available from any third party, Seller shall take all actions reasonably necessary to ensure that such third parties: (i) comply with any applicable Trade Restrictions and CDI Positions; and, (ii) do not cause CDI to directly or indirectly violate any applicable Trade Restrictions or CDI Group Positions.
  - (g) Seller shall indemnify and hold harmless CDI from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Trade Restrictions or CDI Group Positions by Seller. Seller shall be responsible for any act or omission of Seller, its officers, employees, affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.
- 29.3 Sanctions & Export Control regarding Russia, Belarus, and Sanctioned Regions of Ukraine (Crimea region and the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia or any other regions of Ukraine which may become sanctioned in the future)
- (a) Seller shall not sell, export or re-export, transit, directly or indirectly, to, within or through, or for use in Russia or Belarus or Sanctioned Regions of Ukraine, any goods or technologies supplied under or in connection with this Agreement that fall within the scope of applicable sanctions regimes imposed by relevant jurisdictions (notably United States of America, European Union, Canada, United Kingdom) applicable to the above listed territories. Seller shall not take any action that may expose CDI entities or employees to potential liability under the same sanctions measures. For the avoidance of any doubt, Seller receiving U.S.-sourced/U.S. jurisdiction products is prohibited from directly and indirectly exporting them to, reexporting them to, transferring them within or through, or for use in the above listed countries and territories.
  - (b) Seller shall undertake its best efforts to ensure that the purpose of paragraph C.1) is complied with by any third parties further down the commercial chain, including by possible resellers.
  - (c) Seller shall set up and maintain an adequate monitoring mechanism to detect any conduct by any third parties further down the commercial chain, including by possible resellers, that would contravene the objective of paragraph C.1). Seller is also aware of the potential punitive legal risks related to circumventing the sanctions imposed against these countries or regions by using third countries which do not impose sanctions against these countries or regions. In consequence, Seller shall undertake to carry out appropriate due diligence, including detection of red flags, on the use of or trade of any CDI products or services, to avoid involving any products, services, companies or employees of CDI in a transaction or activity which may expose them to potential liability under applicable sanctions regimes.
  - (d) Any violation of paragraphs C.1), C.2) or C.3) shall constitute a material breach of an essential element of the Agreement, and CDI shall be entitled to seek appropriate remedies, and take appropriate actions, including, but not limited to:
    - i. immediate suspension of the Agreement; and/or
    - ii. immediate termination of this Agreement; and
    - iii. a penalty of up to 100% of (i) the total value of the Agreement or (ii) the price of the goods and services sold or exported, whichever is higher.
  - (e) Seller shall immediately inform CDI of any information or knowledge that indicates non-compliance with paragraphs C.1), C.2) or C.3), including notably any relevant activities by third parties that may contravene the purpose of paragraph C.1). Seller shall make available to CDI any information concerning compliance with the obligations under paragraph (C.1), C.2) and C.3) as soon as reasonably practicable of the written request of such information.

### 30. ETHICS AND COMPLIANCE

Seller agrees that (a) in its business dealings with CDI, it will adhere to the highest standards of ethical conduct, such as set forth in the Michelin Code of Ethics, available at <http://ethique.michelin.com/en/>; and (b) be aware of and comply with the laws and regulations that apply to Seller and/or to all or part of the Products. In the event of inconsistency between any applicable law or regulation and any provision of these Terms and Conditions, the more stringent requirement shall take precedence.

Seller shall apply a "zero tolerance" policy with regard to corruption and influence peddling. In particular, Seller agrees that it will not (1) offer, promise or give, or (2) attempt or conspire to offer, promise or give, any unfair advantage, whether monetary or of any other nature, directly or indirectly through an intermediary, to a public official or to any professional relation, for that official or professional relation or for a third party, such that the official, professional relation or third party acts or refrains from acting in the performance of their duties, with a view to obtaining or retaining an activity or other advantage improperly.

With respect to gifts and invitations, Seller agrees to refrain from any practice aimed at (1) directly or indirectly improperly influencing the judgment of any of CDI's personnel or (2) obtaining any undue advantage.

In the event that CDI reasonably believes that Seller has violated this clause, CDI reserves the right to (a) immediately suspend its performance under the Agreement; (b) request further information or documentary evidence from Seller that in CDI's good faith judgment is related to the suspected violation; and (c) take any other appropriate and proportionate measure regarding its commercial relationship with the Seller.

An Ethics Line is available that can be used by anyone to report any potential breach of any applicable laws and regulations and/or Michelin's Code of Ethics and Anti-Corruption Code of Conduct. An alert can be submitted through the following link: <http://michelingroup.ethicspoint.com/>.

### 31. ELECTRONIC SIGNATURES

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

### 32. GENERAL

32.1 Seller shall not use the Contract or the name of Buyer in any advertising or promotion without Buyer's prior written consent.

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

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

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

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