

**General Terms and Conditions**  
of  
HOERBIGER KT ASIA SERVICES PTE LTD  
for  
**Products Supplied and Services Performed**

Version valid as of July 10 2024

**1. GENERAL**

These General Terms and Conditions apply to all Products supplied and Services performed by the Contractor. They shall form an integral part of the Agreement and/or Purchase Order. All quotations and order acknowledgements made by the Contractor shall be deemed to incorporate these General Terms and Conditions by reference. All orders shall be deemed to be an offer by the Principal to purchase the Products and/or the Services pursuant to these General Terms and Conditions. Acceptance of the Products delivered and/or Services performed shall be deemed conclusive evidence of the Principal entering into the Agreement and/or Purchase Order with the Contractor and the Principal's acceptance of these General Terms and Conditions.

These General Terms and Conditions, as amended or supplemented from time to time, shall also apply to any product supplied in the frame of the Services and to any subsequent services regardless of any agreement or explicit provision with respect to their applicability to such subsequent services. References by the Principal to terms and conditions of the Principal shall be deemed not made. Such references shall not have any effect on the applicability of these General Terms and Conditions. Diverging provisions shall only be applicable if agreed between the Principal and the Contractor in writing.

**2. DEFINITIONS**

Acceptance Tests	Tests which are carried out in accordance with Clause 5 below, and as defined in the Agreement and/or Purchase Order (where applicable).
Affiliates	Any subsidiary of the Contractor, the Contractor's holding company, and/or any entity in the Hoerbiger Group.
Agreement	The written, oral, and/or partially written and partially oral agreement and/or agreement constituted by conduct between the Contractor and Principal, pursuant to which Products are supplied and/or Services performed. Unless expressly otherwise provided in the Agreement, in the case of any inconsistency between the Agreement and these General Terms and Conditions, the Agreement shall prevail.
Contractor	HOERBIGER KT ASIA SERVICES PTE LTD and/or its Affiliates, as defined in the Agreement and/or Purchase Order.
Corrective Maintenance	Maintenance carried out in accordance with Clause 9.2 below, and as defined in the Agreement and/or Purchase Order (where applicable).
Drawings	The drawings and technical information, whether in written form or otherwise, which show the character and scope of the Product to be supplied and which have been prepared or approved by the Contractor, but shall exclude drawings relating to the manufacture of the Products and/or parts of the Products, unless agreed otherwise in writing between the Principal and Contractor.
Equipment	Such plant, machinery and/or parts of plant or machinery of the Principal, as defined in the Agreement and/or Purchase Order.
Intellectual Property Rights	Any registered and unregistered trademarks, trade names, brand names, logos, trade dress, designs, patents (including, but not limited to, applications for registration of them) and any know how, copyright and database rights wherever subsisting.
Intervention or Required Time	The time needed by the Contractor for the performance of Corrective and/or Preventive Maintenance (including, without limitation, any period of downtime), which time shall be notified in writing by the Principal to the Contractor before any such scheduled Corrective and/or Preventive Maintenance.
Location	Such place where the Equipment is located, as defined in the Agreement and/or Purchase Order.
Place of Manufacture	The place where the final assembly is made before the Product is supplied to the Principal.
Preventive Maintenance	Maintenance carried out in accordance with Clause 9.1 below, and as defined in the Agreement and/or Purchase Order (where applicable).
Principal	The company to whom Products are supplied and/or Services provided, as defined in the Agreement and/or Purchase order.
Product	The products to be supplied by the Contractor to the Principal, as defined in the Agreement, and/or Purchase Order.
Purchase Order	The purchase order pursuant to which Products are supplied and/or Services performed. Unless expressly otherwise provided in the Purchase Order, in the case of any inconsistency between the Purchase Order and these General Terms and Conditions, the Purchase Order shall prevail.
Purchase Price	The price stipulated in the Agreement and/or Purchase Order as payable by the Principal to the Contractor.
Services	The services to be performed by the Contractor, as defined in the Agreement and/or Purchase Order.

**PROVISIONS FOR PRODUCT DELIVERIES**

**3. PRODUCT INFORMATION**

All information and data contained in general Product documentation and price lists, whether in electronic or any other form, are binding only to the extent, that they are by reference expressly included in the Agreement.

**4. DRAWINGS AND DESCRIPTIONS**

- All Drawings submitted by the Contractor to the Principal, prior or subsequent to the formation of the Agreement and/or Purchase Order, shall remain the property of the Contractor. Drawings received by the Principal shall not, without the written consent of the Contractor, be (1) used for any purpose other than that for which they were provided under the Agreement and/or Purchase Order, and/or (2) used or copied, reproduced, transmitted or communicated to a third party.
- To the extent that is necessary for the purposes of the Agreement and/or Purchase Order, at least one (1) copy of

the Drawings shall be provided at no fee by the Contractor to the Principal.

**5. ACCEPTANCE TESTS**

- Acceptance tests ("ATs") will be carried out only if expressly agreed in the Agreement and/or Purchase Order.
- Unless otherwise agreed in writing between the Contractor and the Principal, ATs shall be carried out (1) at the Place of Manufacture during normal working hours and/or (2) in accordance with applicable international norms which reflect the recognized international state of the art technology.
- The Contractor shall give seven (7) working days' prior written notice to the Principal before any ATs are carried out. The Contractor shall document the results of all ATs. Such ATs shall take place in the presence of the Principal's representative(s), unless the Principal's representative(s) has/have provided prior written notice that he or she/they is/are unable to attend and consent to the ATs proceeding in his or her/their absence.

4. If the Principal's representative(s) is/are not present at the ATs, the results shall be submitted to the Principal's representative(s) within five (5) working days of completion of the ATs.
  5. If, after the ATs, the Principal's representative(s) is/are of the opinion that the Product complies with the specifications detailed in the Agreement and/or Purchase Order, the Principal shall issue a written notice to the Contractor to that effect.
  6. If, after the ATs, the Principal's representative(s) is/are of the opinion that the Product does not comply with the specifications detailed in the Agreement and/or Purchase Order, the Principal shall issue a written notice to the Contractor of such alleged non-compliance, stating the grounds upon which the opinion is based. The Contractor shall within a timeframe to be agreed with the Principal, remedy any actual deficiencies in order to ensure that the Product complies with the specifications detailed in the Agreement and/or Purchase Order. New ATs shall then be carried out at Principal's request, unless the deficiency is insignificant.
  7. Unless otherwise agreed in the Agreement and/or Purchase Order, the Principal shall bear all costs and expenses incurred for any ATs.
- 6. DELIVERY, PASSING OF RISK**
1. Insofar as is applicable, and subject to Clause 18 below, the INCOTERMS 2020 is incorporated into the Agreement and/or Purchase Order. In all other circumstances, Products supplied and/or Services performed shall be Free Carrier (FCA).
  2. Transport insurance coverage shall only be provided by the Contractor upon written request by the Principal. The costs of all such transport insurance coverage shall be borne solely by the Principal. Notwithstanding the above, the choice of the means and route of transport shall be made by the Contractor at its sole discretion.
  3. Partial shipments shall be permitted unless otherwise agreed in writing between the Contractor and Principal.
- 7. VARIATION**
1. No cancellation, amendment, modification or other variation to the Agreement and/or Purchase Order by the Principal shall be effective without the written consent of the Contractor.
- 8. EXPORT CONTROL**
1. The Products may be subject to export and re-export restrictions under some countries' export control laws orders and regulations ("**Export Control Regulations**").
  2. Prior to any transfer of Products by the Principal to third party(ies), the Principal shall ensure, where applicable, compliance with all Export Control Regulations, and shall obtain and renew any necessary governmental export permits or similar authorisations which may be required. The Principal shall ensure compliance with all Export Control Regulations throughout such transfer.
  3. The Principal shall, upon request by the Contractor, immediately provide the Contractor with all details and/or documents needed to enable authorities or the Contractor to conduct checks on compliance with Export Control Regulations, including, without limitation, details pertaining to the particular third party(ies), destination, and intended use of the Products, and steps taken by the Principal to ensure compliance with Export Control Regulations.
  4. The Principal shall indemnify and hold harmless the Contractor from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with Export Control Regulations by the Principal, and the Principal shall compensate the Contractor for all losses (whether direct or indirect) and expenses resulting as a result of such non-compliance. For the avoidance of doubt, nothing in this Clause 8 shall affect the Principal's obligation to pay the Purchase Price.

## PROVISIONS FOR SERVICES

### 9. SCOPE OF MAINTENANCE

1. Preventive Maintenance shall be carried out at the times or with the intervals specified in the Agreement and/or Purchase Order. Unless otherwise stipulated in the Agreement and/or Purchase Order, the preventive maintenance shall include:
  - (a) Checking the condition of the Equipment;
  - (b) Functional check;
  - (c) Adjustments;
  - (d) Provisions and replacement of wear parts; and (e) Cleaning and necessary lubrication.
2. Corrective Maintenance shall be undertaken in order to remedy any functional defects which have arisen in the Equipment. It shall be commenced without undue delay or within the time specified in the Agreement and/or Purchase Order. Unless otherwise stipulated in the Agreement and/or Purchase Order, the corrective maintenance shall include:
  - (a) Fault tracing;
  - (b) Remedying of the defect;
  - (c) Provision and replacement of spare parts; and
  - (d) Functional check.
3. If Corrective Maintenance is carried out shortly before Preventive Maintenance is due, the Contractor may, with the Principal's consent, thereby also carry out the Preventive Maintenance. For such co-ordinated maintenance, the Contractor may not charge the Principal for any costs which are already covered by the agreed fee for Preventive Maintenance. If the times for Preventive Maintenance are specified in the Agreement, they shall not otherwise be changed as a result of this deviation.
4. Unless otherwise agreed, maintenance under this Clause 9 shall be carried out during the Contractor's normal working hours.

### 10. CUSTOMER'S DAILY CARE, LOG

Subject to Clause 15 below, the Principal shall be responsible for the necessary daily care of the Equipment. The Principal shall further keep a log of the operation and care of the Equipment.

### 11. CONTRACTOR'S EXCLUSIVE RIGHT

Subject to Clauses 15 and 20 below, the Principal shall not, without the Contractor's consent, carry out or have others carry out any Preventive Maintenance, Corrective Maintenance, overhaul and/or upgrading to the Equipment which, under the Agreement and/or Purchase Order, shall be carried out by the Contractor.

### 12. ALTERATIONS TO THE EQUIPMENT

1. The Principal is required to immediately notify the Contractor in writing of any changes in the Location of the Equipment, any changes of the Intervention or Required Time to the extent such circumstances are relevant to the performance of the Agreement and/or Purchase Order. The Contractor shall be reimbursed by the Principal for any and all costs and expenses incurred as a result of any such change. For the avoidance of doubt, nothing in this Clause 12 shall affect the Principal's obligation to pay the Purchase Price.
2. The Principal shall, without undue delay, inform the Contractor by notice in writing of any modifications and/or alterations of any kind concerning the Equipment and/or its operation, and/or other measures taken by the Principal which may affect the Contractor's obligations for Corrective and/or Preventive Maintenance of the Equipment under the Agreement and/or Purchase Order. If, in the Contractor's sole opinion, such modifications and/or alterations and/or measures seriously affect the Contractor's obligations for Corrective and/or Preventive Maintenance of the Equipment, and if the parties fail to agree, within a reasonable time, on how to amend the Agreement and/or Purchase Order in respect of such modifications and/or alterations and/or measures, the Contractor may, with immediate effect, and without prejudice to any other rights and/or remedies, including its right to claim damages against the Principal, terminate the Agreement and/or Purchase Order by notice in writing to the Principal.

**13. HEALTH AND SAFETY**

1. The Principal shall ensure that it complies with all relevant environmental, occupational health and safety legislation, and any other appropriate standards, policies, procedures and/or requirements that are relevant to the Services to be performed under the Agreement and/or Purchase Order, and shall take all necessary steps to ensure the safety of the Contractor's personnel during the performance of the Services under the Agreement and/or Purchase Order.
2. The Principal shall provide all applicable hazard information, including, but not limited to, material safety data sheets, and shall inform the Contractor of all regulations and/or guidance, whether statutory or otherwise, which the Principal knows or believes to be relevant to the Services being performed.
3. The Contractor is entitled, but not required to, communicate to the Principal suggestions in respect of the safety and operation of the Equipment, and the Principal shall use its best endeavours to comply, at the Principal's own costs, with such suggestions.
4. Without prejudice to any other rights and/or remedies under the Agreement and/or Purchase Order or otherwise, the Contractor is entitled to interrupt and/or suspend the performance of its obligations under the Agreement and/or Purchase Order, including without limitation, to withdraw the Contractor's personnel from the Location, if, in the sole opinion of the Contractor, the terms of this Clause 13 have not been complied with by the Principal.
5. The Principal shall indemnify and hold harmless the Contractor from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with this Clause 13 by the Principal, and the Principal shall compensate the Contractor for all losses (whether direct or indirect) and expenses resulting as a result of such non-compliance. For the avoidance of doubt, nothing in this Clause 13 shall affect the Principal's obligation to pay the Purchase Price.

**JOINT PROVISIONS****14. PAYMENT, DELAY OF PAYMENT**

1. Unless expressly stipulated otherwise in the Agreement and/or Purchase Order, the Purchase Price is expressed in Singapore Dollars (SGD).
2. Payment shall be made within thirty (30) days of the date of the Contractor's invoice. Payment shall not be deemed to have been made until the Contractor's account has been fully and irrevocably credited.
3. In the event of non-payment, incomplete payment or late payment of an invoice, the Contractor shall be entitled to suspend the supply of the Products and/or performance of the Services. Any applicable time periods for the supply of the Products and/or performance of the Services by the Contractor shall be extended by the duration of the suspension, as well as by an appropriate time period for the preparation of the continuation of the supply of Products and/or performance of Services. Notwithstanding Clause 14.6 below, the Contractor shall be reimbursed by the Principal for any and all costs and expenses incurred as a result of any such suspension. For the avoidance of doubt, nothing in this Clause 14.3 shall affect the Principal's obligation to pay the Purchase Price.
4. The Contractor is entitled to interest for default from the due payment date. Unless otherwise agreed, the rate of interest shall be 10 percentage points per annum.
5. If the default is not remedied by the Principal within the period notified by the Contractor, the Contractor shall be entitled to immediately rescind the Agreement and/or Purchase Order. The Principal shall have no claim against the Contractor for compensation for any loss of whatever nature by virtue of the rescission of the Agreement and/or Purchase Order in accordance with this Clause 14.5.
6. The Principal shall be liable for any damages incurred by the Contractor as a result of the breach of its payment obligations under this Clause 14.

**15. WARRANTY**

1. The Contractor warrants that the Products comply with the requirements of the Agreement and/or Purchase Order and that the Services shall be performed by specialised personnel in accordance with the requirements defined in the Agreement and/or Purchase Order.
2. The warranty period for the Products supplied and/or Services performed shall be the period of eighteen (18) months from the date of supply of the Products or completion of the first Service, or twelve (12) months from the date the Product is placed in use by the Principal or the Equipment is run after the Services performed, whichever event shall occur first ("**Warranty Period**").
3. Subject to Clauses 15.4, 15.7, 15.8, 15.10, 15.11, and 15.12 below, the Contractor shall, at the Principal's sole option, and as soon as is practicable, and within a reasonable time, repair, replace and/or otherwise make good any Products supplied and/or Services performed, which are or have become defective during the Warranty Period. For the avoidance of doubt, nothing in this Clause 15 shall make the Contractor liable to the Principal during the Warranty Period:
  - (1) Where the installation, operating and/or maintenance of the Products and/or Equipment has been in accordance with the specifications, the operating manual and any other information, instructions, recommendations or documents provided by the Contractor as well as with the good industry practice;
  - (2) Where the Products have been subjected to wear and tear;
  - (3) For maintenance not subject of the Agreement and/or Purchase Order;
  - (4) For defects and damage attributed to usage in accordance with specifications (e.g. wear parts);
  - (5) For defects arising out of materials provided or a design stipulated or specified by the Principal;
  - (6) Where there has been non-compliance with Clause 10 above;
  - (7) For defects resulting from defective maintenance, deviant operating conditions, faulty installation, incorrect storage, insufficient security, use of inadequate operational materials by the Principal or third parties or other similar circumstances;
  - (8) For defects resulting from unapproved repair, alterations or changes of the Products by the Principal or third parties;
  - (9) Where there has been non-compliance with Clause 11 above; and/or
  - (10) For defects resulting from any other actions of the Principal or third parties.
4. The warranty claim with respect to used Products shall be limited to the repair (improvement) or replacement (exchange) by the Contractor at Contractor's sole discretion. In case of hidden defects or defective Services, the warranty claim shall be limited to claim for repair (improvement) only.
5. The Principal shall only be entitled to a price reduction if an improvement by repair or replacement is not possible or advisable for technical or economical reasons and the Contractor states that he will refrain from carrying out any improvement.
6. Any remedied Product (either by repair or by replacement) which is the subject of a warranty claim is warranted under the same terms and conditions as the originally delivered Product for the remaining of the Warranty Period. For the avoidance of doubt, it is acknowledged that there will be no extension of the Warranty Period.
7. Any defects on Products or Services shall be notified to the Contractor in writing within three (3) days following their discovery, otherwise the warranty claim shall be irrevocably waived. The Contractor is entitled to request to have the Product in question sent to him by the Principal. Non-compliance by the Principal to this demand releases the Contractor from the performance of the warranty.
8. All warranty claims shall be subject to audit and approval of the Contractor. The Contractor shall notify the Principal of

- Contractor's disposition of each warranty claim in writing within a reasonable time period.
9. If the Principal has contested the Contractor any defect and no defect is found for which the Contractor is liable, the Principal has to compensate the Contractor for all costs incurred from processing the objection.
  10. The Principal shall at his own cost arrange for any dismantling and reassembly of Equipment other than the Product, to the extent that this is necessary to remedy the defect.
  11. The Principal shall at his own cost ensure that the services of the Contractor necessary to remedy the defects (improvement) may be performed and that the required Equipment is accessible upon request.
  12. Any additional costs incurred with respect to Products delivered, repaired or replaced in connection with the warranty, including without limitation travel expenses, Principal's costs for installation and removal of the defective Products shall be borne by the Principal.
  13. Property in the defective Products which have been replaced shall be transferred to the Contractor.
  14. Save as is set out in this Clause 15, the Contractor makes no other representation, warranty and/or undertaking (whether implied or otherwise), including without limitation, as to the merchantability, description, quality, fitness for a particular purpose and/or sample, of the Products supplied and/or Services performed, and the Principal shall not have further remedy, warranty claims or any additional rights and any such remedy, rights and claims are expressly excluded, including without limitation damage claims for non-fulfilment or faulty performance by the Contractor.
- 16. DELAYS FOR WHICH THE CONTRACTOR SHALL NOT BE HELD LIABLE**
1. Unless expressly otherwise stipulated in the Agreement and/or Purchase Order, supply dates for the Products and/or dates for the Services to be performed under the Agreement and/or Purchase Order are estimates only.
  2. The Contractor shall not be liable to the Principal for delays, interruptions and/or suspension of its obligations under the Agreement and/or Purchase Order or otherwise partial or total non-fulfilment of the Agreement and/or Purchase Order to the extent such delays, interruptions, suspension, partial or total non-fulfilment is due to reasons which cannot not be exclusively ascribed to the Contractor, including, without limitation:
    - (a) Force majeure (see Clause 21);
    - (b) Actions or omissions of the Principal and/or its personnel.
  3. The Contractor shall, as soon as is practicable, notify the Principal of any circumstances which will lead to a delay, interruption, and/or suspension of its obligations under the Agreement and/or Purchase Order. Where possible, the Contractor shall notify the Principal of the estimated consequences on the time schedule and deadlines.
  4. If the aforementioned delays cannot be exclusively ascribed to the Contractor, the Contractor shall be entitled to an adequate adjustment of the Purchase Price. Any further additional costs and expenses incurred shall be borne by the Principal.
  5. The Contractor shall be entitled to rescind the Agreement and/or Purchase Order if services to be performed or parts to be provided by the Principal, as stipulated in the Agreement and/or Purchase Order, have not been delivered or performed within an adequate remedial period.
  6. In the event that any delays or interruption of the performance of the Agreement and/or Purchase Order for which the Contractor is not liable shall not be remedied within one hundred and twenty (120) days, each of the parties shall be entitled to terminate the Agreement and/or Purchase order, provided that the Principal shall only be entitled to terminate the Agreement and/or Purchase Order if he is not to be held liable for the delay. In such case, the Principal shall be liable for payment of any Products already supplied and/or Services already performed by the Contractor, and all expenses incurred by the Contractor in connection with such Products supplied and/or Services performed, shall be reimbursed to the Contractor by the Principal.
- 7.** The Principal shall have no claim against the Contractor for compensation for any loss of whatever nature by virtue of the termination of the Agreement and/or Purchase Order in accordance with this Clause 16.
- 17. NO SET-OFF**  
The Principal agrees that it is not entitled to set-off of liabilities of the Principal against accounts receivable from the Contractor resulting from the Agreement and/or Purchase Order and/or any other agreements, as well as the withholding of services by the Principal in connection with any counter-claims against the Contractor.
- 18. RETENTION OF TITLE**  
Any Products delivered by the Contractor shall remain the Contractor's property until the Principal has discharged all its obligations under the Agreement and/or Purchase Order, including, without limitation, its obligation to make payment of the Purchase Price.
- 19. INSURANCE**  
The Contractor has entered into a public liability insurance and product liability insurance covering the usual risks and undertakes to maintain this insurance coverage throughout the performance of the Agreement and/or Purchase Order. Unless stipulated otherwise in the Agreement and/or Purchase Order, the Contractor is not obliged to maintain any other insurance coverage in respect of the Products to be supplied and/or Services to be performed.
- 20. LIMITATION OF LIABILITY**  
Notwithstanding Clause 15 above, the following shall apply:
1. The liability of the Contractor shall be limited to the Products supplied and/or Services performed pursuant to the Agreement and/or Purchase Order. Services outside of a particular Agreement and/or Purchase Order provided in connection with the performance of that particular Agreement and/or Purchase Order shall not give rise to any liability on the part of the Contractor under that particular Agreement and/or Purchase Order.
  2. The Contractor shall not be liable for defects of the Equipment, which (1) were not notified to the Contractor within a reasonable time upon receipt of the Equipment, and (2) arose or showed effects only in connection with the provision of Services or use of the Products supplied by the Contractor.
  3. The Contractor shall not be liable for parts or services provided by the Principal or any third party. The Contractor shall not be required to examine such parts or services.
  4. The Contractor shall not be liable for the acts or omissions of the personnel provided by the Principal, notwithstanding the use of the Principal's personnel together with the Contractor's personnel.
  5. In the event of non-compliance with Clause 11 above, the Principal shall have no claim against the Contractor for any Corrective and/or Preventive Maintenance, whether conducted prior to, and/or to be scheduled after, the maintenance, overhaul or upgrading referred to in Clause 11.
  6. Any claim by the Principal shall be limited to direct damages. The amount of claim for damages shall be capped at the Purchase Price (including in the case where multiple damage events occur as a result of a single cause). In no event shall the Contractor be liable for any indirect, special, incidental, and/or consequential damages or losses arising out of or in connection with any failure to perform obligations under the Agreement and/or Purchase Order or for any negligent or tortious act. For the purposes of these General Terms and Conditions, "indirect, special, incidental and/or consequential damages or losses" includes, without limitation, the exclusion of liability for lost profit or revenue, financial loss, production stop, restriction of the use of the Equipment or parts of the Equipment or other installations of the Principal, costs of eventual

replacements or other substitutions, costs of energy supply etc.

**21. FORCE MAJEURE**

1. Neither party shall be liable for, nor be deemed to be in default, on account of any delay in the completion or performance of any act under the Agreement and/or Purchase Order due to circumstances which could not have been contemplated by the parties, and which are beyond the party's reasonable control and not due to any default or negligence of a party. The same applies to unforeseeable events which impede or excessively hampers the fulfilment of the obligations under the Agreement and/or Purchase Order, which value for force majeure and for which the Party is not to be held liable. Such circumstances are especially, without limitation, interruption of operations, strike, official order, war, military mobilization, requisition, riots and insurrection, the cessation of import or export possibilities especially embargo, natural disaster, fire, restrictions in the use of power as well as defects or delays in deliveries or work by sub-contractors caused by any such circumstances referred to in this Section (collectively referred to as "Force Majeure"), provided that the party claiming under this Clause 21.1 shall notify the other party with all possible speed specifying the cause and probable duration of the delay and/or non-performance and shall minimize the effects of such delay and/or non-performance. For the avoidance of doubt, this shall include a right by the Contractor to suspend any supply of Products or performance of Services without penalty or liability by reason of Force Majeure.
2. If the performance by either party of any of its obligations under the Agreement and/or Purchase Order is prevented and/or delayed by Force Majeure:
  - (1) For a consecutive period of more than seven (7) days, the parties shall enter into *bona fide* discussions with a view to alleviating its effect, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.
  - (2) For a period of more than one hundred and twenty (120) days (not necessarily consecutive), then either party shall have the right to, at its sole discretion, immediately terminate the Agreement and/or Purchase Order upon written notice to the other party.
3. A circumstance referred to in this Clause 21, occurring after the formation of the Agreement and/or Purchase Order, shall give a right to suspension only if this effect on the performance of the Agreement and/or Purchase Order could not be foreseen at the time of conclusion of the Agreement and/or Purchase Order.
4. In the event of termination of the Agreement and/or Purchase Order pursuant to Clause 21.2(2) above, the Principal shall be liable for payment of any Products already supplied and/or Services already performed by the Contractor, and all expenses incurred by the Contractor in connection with such Products supplied and/or Services performed, shall be reimbursed to the Contractor by the Principal.
5. The Principal shall have no claim against the Contractor for compensation for any loss of whatever nature by virtue of the termination of the Agreement and/or Purchase Order in accordance with this Clause 21.

**22. INTELLECTUAL PROPERTY RIGHTS**

1. The Contractor warrants that the Services provided and deliveries made by the Contractor do not interfere with the Intellectual Property Rights of third parties.
2. In the event of any claims by a third party against the Principal as a result of a breach of Clause 22.1, the Contractor shall defend such claims at his own costs provided the Principal immediately informs the Contractor of such claims and provided further that the Principal provides the Contractor with the required powers of

attorney and certificates authorizing the Contractor to defend such claims on behalf of the Principal.

**23. CONFIDENTIAL INFORMATION**

1. Confidential information provided by the Contractor and the Principal to each other shall be clearly labelled, stamped, provided with a sign or otherwise evidenced in writing as confidential.
2. In addition to the provisions of Clause 23.1., the Contractor and the Principal agree to treat all information received directly or indirectly from the other party as confidential (collectively referred to as "Confidential Information") and to only use such Confidential Information in connection with the performance of the Agreement and/or Purchase Order. The parties agree not to disclose or provide access to such Confidential Information to third parties in any form. For the purposes of these General Terms and Conditions, third parties shall be deemed to include any person or entity other than corporate affiliates of the Principal or Contractor.
3. Confidential Information pursuant to Clause 23.2 shall include in particular:
  - (a) know-how and results of internal processes, organisations etc. of the Principal or Contractor achieved or used in connection with the performance of the Agreement and/or Purchase Order;
  - (b) description of the performance of the Agreement and/or Purchase Order;
  - (c) timetables, goals and ideas for the performance of the Agreement and/or Purchase Order; and
  - (d) any other not publicly available information which is obtained by either party on the other party in connection with the performance of the Agreement and/or Purchase Order.
4. The provisions regarding the Confidential Information shall apply to all personnel of the parties regardless of the type and legal form of employment or cooperation. The parties agree to ensure that these persons shall be subject to appropriate confidentiality provisions.
5. The confidentiality provisions shall not apply to the extent that it can be proven that the relevant information is publicly known or has become publicly known without the fault of the party subject to the confidentiality provisions, has been or will be legally obtained from a third party, is already known and available to the receiving party at the time the information is provided.

**24. COMPLIANCE**

1. The Principal warrants that it will comply with all applicable laws, regulations and other legal requirements regarding the export, import, sale, distribution, marketing and service of the Products and/or Services, including without limitation with the anticorruption laws and anti-bribery laws of any country having jurisdiction over the Principal or the transaction involving the Products or the Services.
2. The Principal shall not, whether passively or actively, directly or indirectly commit an act which in particular could lead to sanctions for corruption, undue advantage, fraud, infringement of competitions law or insolvency. In case of infringement, the Contractor shall have the right to immediately terminate the Agreement and/or Purchase Order as well as all other agreements, orders or otherwise business relationship with the Principal and to require compensation for the damages suffered; right to other remedy is not waived.

**25. WRITTEN FORM**

Contractual communications, in particular regarding the performance of contractual services and/or notification of defects, damage claims, and notifications in accordance with contractual or legal requirements shall be made in writing.

**26. ASSIGNMENT**

1. The Principal's rights and obligations under the Agreement and/or Purchase Order may not be assigned in whole or in part without the prior written approval of the Contractor (acting in its sole discretion) and any such approval shall

- not be deemed to relieve the Principal from its obligations and/or liabilities under the Agreement and/or Purchase Order.
2. The Contractor shall be entitled, at any time by notice in writing to the Principal, to assign the whole or any part of its rights and obligations under the Agreement and/or Purchase Order to any Affiliate or successor in title (whether to the whole or to that part of the Contractor's business which relates to the Products supplied and/or Services performed under the Agreement and/or Purchase Order).
- 27. THIRD PARTY RIGHTS**
1. No person who is not a party to the Agreement and/or Purchase Order, other than an assignee of any right or obligation pursuant to Clause 26 above, shall have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term or condition of the Agreement.
2. For the avoidance of doubt, nothing in this Clause 27 shall limit the enforcement by the Contractor's Affiliates of any terms granted to such Affiliates under the Agreement and/or Purchase Order.
- 28. WAIVER**
1. No waiver or forbearance by the Contractor in enforcing any of its rights under the Agreement and/or Purchase Order shall prejudice or affect the ability of the Contractor to enforce any of its other rights. The rights and remedies provided in the Agreement and/or Purchase Order that the Contractor may have in the event of breach or non-compliance of any provision of this Agreement and/or Purchase Order by the Principal are cumulative and not exclusive of any other rights or remedies the Contractor may have (whether provided by law or otherwise) in the event of such breach or non-compliance.
2. No waiver shall be effective unless in writing and signed by the Contractor's authorized representative. For the avoidance of doubt, any such waiver may be given subject to any conditions thought fit by the Contractor and shall be effective only in the instance and for the purpose for which it is given.
- 29. SEVERABILITY**
- In case any provision in the Agreement and/or Purchase Order shall be, or at any time shall become invalid, the illegality, invalidity or enforceability of any provision of the Agreement and/or Purchase Order under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision.
- 30. AMENDMENT**
- Any provision of the Agreement and/or Purchase Order may be amended only if the parties unanimously so agree in writing by their authorized representative(s).
- 31. APPLICABLE LAW**
- Except to the extent otherwise agreed in the Agreement and/or Purchase Order, the construction, validity and performance of the Agreement and/or Purchase Order shall be governed and construed in accordance with Singapore law.
- 32. ARBITRAL JURISDICTION**
1. All difference, dispute, claim, question, conflict, controversy or disagreement arising out of or in connection with the Agreement and/or Purchase Order or its performance, including, but not limited to, any question regarding its existence, validity, termination of rights, or obligations of any party or for any wrongful or unlawful act arising in connection with the Agreement and/or Purchase Order, including the construction, validity and performance of the Agreement and/or Purchase Order, shall be referred by either party for final resolution by arbitration to the Singapore International Arbitration Centre ("SIAC").
2. The arbitration must be conducted in accordance with the rules of the Singapore International Arbitration Centre ("SIAC") which are operating at the time the Dispute is referred to the SIAC. The terms of the SIAC are incorporated into the terms of the Agreement and/or Purchase Order.
3. The seat of the arbitration shall be Singapore, and language of the arbitration shall be English.
- 33. COURT OF JURISDICTION**
- If the Agreement and/or Purchase Order excludes the application of arbitration, or for whatever reason, Clause 32 cannot be applied, then both parties agree to submit to the exclusive jurisdiction of the Singapore Courts in the event of any difference, dispute, claim, question, conflict, controversy or disagreement arising out of or in connection with the Agreement and/or Purchase Order or its performance, including, but not limited to, any question regarding its existence, validity, termination of rights, or obligations of any party or for any wrongful or unlawful act arising in connection with the Agreement and/or Purchase Order, including the construction, validity and performance of the Agreement and/or Purchase Order.
- 34. SANCTIONS CLAUSE**
1. Buyer hereby acknowledges that the supply of Goods and provision of Services may be subject to sanctions (meaning any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licenses, orders or requirements including, without limitation those of the UN, UK, U.S. and the EU, hereinafter "Sanctions").
2. Buyer is solely responsible for complying with and shall not do anything which would cause Supplier to be in breach of, Sanctions. In particular Buyer warrants and represents that it: (i) is not, and is not owned or controlled by a sanctioned party (any party or parties listed on any list of designated or other restricted parties maintained under Sanctions, including but not limited to the, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union, the Consolidated List of Financial Sanctions Targets in the UK maintained by HM Treasury and the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control, hereinafter "Sanctioned Party"); (ii) will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods, Services, any technology and/or intellectual property directly or indirectly, to: (a) any territory to which the supply of the Goods, Services, technology and/or intellectual property of any kind (e.g. also mere knowledge) would be restricted or prohibited under Sanctions (subject to the Customer obtaining any and all licenses and/or approvals required); including - but not limited to - under the scope of Art 12g of the EU Council Regulation 833/2014, as amended, as regards the re-export of prohibited goods and technology to Russia and Belarus or for use in Russia and Belarus; (b) any country, territory, or destination with which Supplier, as a matter of policy, does not conduct business (including but without limitation to Iran, Syria, Sudan, Cuba, Belarus, Russia, Crimea & Sevastopol, the republics of Donetsk and Luhansk, the territories of Kherson and Zaporizhzhia and North Korea, and any other territory subject to comprehensive Sanctions from time to time); (c) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party); (iii) will obtain and maintain any required export license or other governmental approval and complete such formalities as may be required in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services; (iv) will not put the Goods and/or Services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the EU, UK, US, OSCE and/or UN). In addition, Buyer shall not sell, resell, supply, export, re-export, transfer, divert, distribute, or dispose of the Goods, Services, technology and/or intellectual property of any kind (e.g. also mere knowledge) to any third party where Buyer

knows or has grounds for suspecting that the Goods, Services, technology and/or intellectual property of any kind (e.g. also mere knowledge) are or may be intended for one of the uses specified in this Clause 34.

3. Buyer shall set up and maintain an adequate monitoring mechanism to detect possible violations of the Sanctions by any third parties, including by possible resellers.
4. Any violation of sub-clauses 1, 2 or 3 shall constitute a material breach of the agreement between the parties and shall entitle Supplier (i) to terminate any of the pending or future orders / Contracts with the Buyer and (ii) to apply any agreed and/or available remedies.
5. Buyer shall immediately notify Supplier in case of any problems in applying the sub-clauses 1, 2 or 3.
6. Supplier reserves the right to carry out screening and background checks on the Buyer and to request information concerning compliance with the obligations, prior to the supply of the Goods and/or Services and at any time during the performance of the respective order / Contract. Buyer shall promptly provide (i) all requested information and (ii) all assistance that Supplier reasonably requires in relation to such screening and checks.

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