

**GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY.**

These General Terms and Conditions of Sales and Delivery shall apply to all contracts for the sale of items (the "Products") by **Astaara Technology Pte. Ltd.** ("Seller") to any customer ("Buyer").

These Conditions of Sales and Delivery are in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding upon the parties. All communication, notices, or other documents to be made, given, or approved pursuant to these Conditions of Sales and Delivery shall be made in the English language exclusively.

- 1) **Terms and Conditions of Sale:** Seller's quotation(s) and/or price lists are merely invitations to treat. All purchase orders for Products given to Seller by Buyer shall be deemed to be an offer by Buyer to purchase the Products pursuant to these Conditions of Sale. No contract between Seller and Buyer shall arise unless Seller has accepted in writing the Buyer's purchase order by way of order acknowledgement. All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by these Conditions of Sale. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby excluded. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Unless otherwise stated, Products are offered and sold ex-works Singapore.
  
- 2) **Price and Payment:** The Products shall be sold at the price set out. Payment shall be made by Buyer according to the payment terms indicated of the Products purchased hereunder. Where full payment is not received by the due date, interest shall accrue on the sum outstanding at the rate of 1% per month such interest to be calculated on a daily basis. Time of payment shall be of the essence of the contract between Buyer and Seller and in the event of delay or default in any payment for more than seven (7) days, Seller shall be entitled to suspend deliveries and/or treat the contract between Buyer and Seller as repudiated and/or resell any of the Products in its possession and be indemnified by Buyer for any loss thereby incurred.
  
- 3) **Title and delivery:** Regardless of the method of delivery, delivery and the passing of property in the Products shall be deemed to occur and the risk of loss or damage of any kind in the Products shall pass to Buyer on collection by or on behalf of Buyer or by carrier for dispatch to Buyer (whether or not such carrier be Seller's agent or servant). Time of delivery is not of the essence of the contract between Buyer and Seller. Any delivery dates shown are approximate only and in the event of failure to dispatch, deliver or perform within such times for any cause whether within or outside Seller's reasonable control, the same shall not be a breach or repudiation of the contract between Buyer and Seller and Seller shall not be liable for any loss or damage suffered by Buyer as a result of any

delays in delivery. Seller may deliver the Products by separate instalments. Each instalment shall be deemed to be the subject of a separate contract on these Conditions of Sale and shall be paid for in accordance with these Conditions of Sale. The failure of Buyer to pay for any of the said instalments of the Products shall entitle Seller (at the sole option of Seller) to suspend (without notice) further deliveries of the Products pending payment by Buyer and/or to treat the contract relating to the unpaid instalment between Buyer and Seller as repudiated.

Any default by Seller in relation to any instalment shall not entitle Buyer to treat the contract between Buyer and Seller as terminated. Buyer shall carefully examine the Products on receipt of the same and shall by written notice to be received by Seller within thirty (30) days of receipt of the Products notify Seller of any short delivery, over delivery or any defects reasonably discoverable on careful examination. In the absence of receipt of such notice, Seller shall be discharged from all liability in respect of such defects or short or over delivery.

- 4) **Warranty:** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for the applicable period(s) for a period of thirty-six (36) months from the date of shipment to Buyer. The above warranty shall not apply to any Products which have been subjected to misuse or neglect, damaged by accident or rendered defective by reason of improper use or installation. Moreover, Seller is not liable for normal wear and tear or deterioration.

THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL TERMS, CONDITIONS AND WARRANTIES (EXCEPT FOR THOSE SET OUT IN THESE CONDITIONS OF SALE), INCLUDING BUT NOT LIMITED TO, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, ARE HEREBY EXCLUDED.

For more details, please consult our **WARRANTY TERMS AND CONDITIONS**.

- 5) **Compatibility with other equipment:** Buyer is solely liable for the compatibility of the Product with other equipment Buyer may use together with the Product. Buyer's responsibility includes, but is not limited to, assessing and investigating whether the Product is fit for the purpose for which the Buyer intends to use the Product, how the Product will work together with other equipment, the consequences if the Product does not function satisfactorily, and whether the Product can be used for the application intended by the Buyer without causing loss to himself or a third party, or damage to property that belongs to the Buyer or a third party.
- 6) **Limitation of Remedy:** SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE PRODUCTS SOLD OR THESE CONDITIONS OF SALE SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THESE CONDITIONS OF SALE OR PRODUCTS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING

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WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY. All descriptions, drawings, illustrations, particulars of weights and measures rating standard statements or details or specifications or other descriptive matter, whether or not contained in the contract between Buyer and Seller, are approximate only. The Products will be in accordance with Seller's specifications at the time of manufacture and any earlier specifications, drawings, descriptions, illustrations, particulars as to weights and measures rating standard statements or details shall not form part of the description of the parts or services supplied or to be supplied so that Seller shall not be under any liability in respect thereof.

7) **Changes, Reschedules and Cancellations:** Buyer may request to modify the designs or specifications for the Products sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order. However, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to these Conditions of Sale. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such prices, terms and conditions as Seller may determine.

8) **Intellectual Property Rights:** Without prejudice to anything in these Conditions of Sale, all intellectual property rights subsisting in or relating to any calculations, data, specifications, designs, drawings, papers, documents, procedures, techniques, tests, parts, equipment and any other material and information (in this clause, the "Materials") whatsoever given to Buyer by Seller in connection with the supply of the Products by Seller to Buyer are vested in Seller. Buyer will not whether by itself, its officers, servants, agents or any of them or otherwise howsoever use, copy or reproduce the Materials in whole or in part nor will it disclose or permit to be disclosed any trade secrets or other confidential information relating to the Materials, technology, business affairs or finances of Seller or any associated company or organisation of Seller or relating to Seller's agents, distributors, licensees or other customers or in respect of any of their dealings or transactions in whole or in part to any third party. Further Seller shall be entitled to the ownership of all intellectual property rights subsisting in or relating to the Materials conceived, originated, developed or produced by Seller for Buyer.

Buyer shall not seek to apply or apply to register in its own name any of Seller's intellectual property rights and in particular those subsisting in or relating to the Products or the Materials or a part thereof nor shall it represent in any way that it has any right or title to the ownership or any such intellectual property rights nor shall it do any act or thing which might by contrary to the interest or rights of Seller and in particular challenge the ownership or validity of such rights. Buyer at its own expense shall do all such acts and things and shall sign and execute all such deeds and documents as Seller in its sole discretion may require in connection with any steps or proceedings taken by Seller to restrain the infringement of its intellectual property rights. Buyer shall not alter or remove any trade mark of Seller which has been applied to the Products or the Materials nor apply any other trade mark to the Products or the Materials nor make any alteration to their packaging and get up. The provisions of this Clause 8 shall survive the expiry of termination of any contract for whatever reason.

9) **Taxes:** Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational, Products and services tax or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the Products sold hereunder. If any

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such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the Products sold. Unless otherwise provided in this Clause 9, Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the Products are held to be taxable. For sales in Singapore, Buyer agrees to pay the Goods and Service Tax (GST) at the prevailing rate upon receipt of the Seller's invoice unless the Products are exported and proof of export is provided to Seller.

- 10) **Force Majeure:** Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "events of Force Majeure"). Events of Force Majeure shall include without limitation, cyberattack, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.
- 11) **Termination:** If Buyer shall make default in or commit a breach of the contract between the Buyer and Seller or any of its obligations to Seller or if any distress or execution shall be levied upon Buyer's property or assets, or if the Buyer shall go into bankruptcy or dissolution or liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or enters into any arrangement with its creditors or if a receiver or judicial manager is appointed over any part of the assets or undertaking of Buyer or is unable to pay its debts as they fall due, Seller shall have the right forthwith to terminate the contract between Buyer and Seller and upon written notice of such termination being given to Buyer the contract shall be deemed to have been terminated and Seller shall be entitled to recover from Buyer all losses thereby arising.
- 12) **Severance.** If any of these conditions or any part thereof is rendered void, illegal or unenforceable by any legislation or law to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further.
- 13) **Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the Products sold, and there are no oral or other representations or agreements which pertain thereto. These Conditions of Sale and any contract entered pursuant to such Conditions of Sale between the Buyer and Seller shall be governed in all respects by the law of Singapore and Buyer shall submit to the non-exclusive jurisdiction of the Singapore Courts. The Seller is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its General Terms and Conditions of Sales and Delivery.

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