

DATWYLER IT INFRA PTE. LTD.
GENERAL TERMS AND CONDITIONS OF SALE

1 SCOPE

- 1.1 This agreement (the "Agreement") is entered into between Datwyler IT Infra Pte. Ltd. (the "Supplier") and the entity to which this quotation is addressed (the "Customer") and shall commence upon the Customer's acceptance of this quotation or receipt or use of the products and service set out in this quotation (the "Products and Services") or upon payment by the Customer of the charges set out in the invoice to which this quotation relates, whichever is the earlier date (the "Commencement Date") and shall be valid and binding and remain valid and binding unless terminated in accordance with the provisions hereof.
- 1.2 The Customer acknowledges and agrees that the terms and conditions set out herein (the "General Terms") shall form part of the terms and conditions of the Agreement entered into between the Supplier and the Customer in relation to the provision of Products and Services and shall have full legal effect and be binding on the Customer and the Supplier.
- 1.3 The Customer further acknowledges and agrees that unless the Supplier has granted its prior consent in writing, in every event that the Customer accepts the quotation but introduces additional or different terms, this Agreement shall (in the absence of the express rejection of this clause by the Customer) be deemed to be created and the contents of this quotation and the terms of the Customer's acceptance shall be taken as mutually explanatory of one another and shall be read and construed as a whole, provided always that, in the case of any ambiguities, conflict and/or discrepancies between the Supplier's and the Customer's terms, the General Terms shall prevail.
- 1.4 The Customer acknowledges and agrees that the General Terms shall apply to any and all agreements entered into between the Supplier and the Customer and shall represent the complete and exclusive statement of all the terms of their contract respecting and in relation to the provision of Products and Services by the Supplier to the Customer to the exclusion of any other terms and conditions (whether originating from the Customer or not) which the Supplier may have been in receipt of irrespective of the time of such receipt and whether or not the Supplier is made aware of such terms and conditions or not.
- 1.5 Save where otherwise expressly provided under the Agreement, nothing herein shall be construed to impose any obligation on the Supplier to (i) commence, carry out or complete any installation or maintenance services for any Products and Services; and (ii) provide to the Customer any other product, operating equipment or services other than the Products and Services.

2 QUOTATION

- 2.1 Unless expressly stated to the contrary, any written quotation issued by the Supplier shall be valid for a period of thirty (30) days from the date of issue thereof or until revoked by the Supplier in writing (whichever the earlier). For the avoidance of doubt, any acceptance by the Customer of any quotation so revoked or past its validity period as set out above shall be invalid acceptance and shall not create any contractual relations between the Supplier and the Customer.
- 2.2 Notwithstanding the foregoing, the Customer acknowledges and agrees that any order placed by the Customer pursuant to such quotation given shall be subject to the final written acceptance of the Supplier.
- 2.3 The Customer further acknowledges and agrees that the Customer shall pay any such increase in price to the Supplier if, following the date of quotation, at any time prior to delivery, the cost of supplying any Products and Services is increased by the imposition and/or alteration of any tax or levy or any other factor beyond the control of the Supplier and the Customer is notified in writing of the such increase by the Supplier.
- 3.1 Unless otherwise stated in the quotation, the terms of payment for the Products and Services are strictly net and shall be paid on the price basis as stated in the Supplier's quotation (i.e. FOB/CIF etc). The price of the Products and Services shall be as stated in the Supplier's quotation (the "Price").
- 3.2 All payments shall be made by the Customer without any set-off or counterclaim and free and clear of and without any deduction or withholding for or on account of any present or future income or other taxes, levies, duties, charges or withholdings of any nature. The Customer's liability to pay is not and shall not be contingent on the Customer receiving payment from a third party.
- 3.3 Without prejudice to Clause 2.3, the Supplier shall be entitled at any time before the expiry of 7 days prior to the completion, delivery or performance of the Products and Services to vary the Price and include any additional charges payable under any such Agreement to accord with any changes in the Supplier's standard scale of charges and to give written notice of such variation to the Customer. The Price under the Agreement shall be deemed to be varied accordingly by such notice of variation.
- 3.4 If any sum payable under any invoice issued by the Supplier is not paid when due, then (without prejudice to the Supplier's other rights and remedies) the Supplier reserves the right, at its absolute discretion, to cancel or suspend any further delivery(ies) and or performance to the Customer under the same or any other order or agreement between the Parties and/or charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) to be calculated at an annual rate equal to 3% above the published base rate of DBS Singapore prevailing from time to time. Such interest shall be paid on demand by the Supplier.
- 3.5 In addition to/or in the alternative (at the option of the Supplier), the Supplier may enter any of the Customer's premises and recover any equipment, goods and materials the property of the Supplier (including without limitation such Products or part thereof that have not been paid for under any invoice by the Customer) (and so that the Customer hereby irrevocably licenses the Supplier, its employees and agents to enter any such premises for that purpose) at the cost of the Customer.
- 3.6 All charges are quoted and payable from the Customer to the Supplier shall be in Singapore Dollars (\$) and are exclusive of any Government Service Tax which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 4.1 The legal and beneficial ownership of and title in the any Products shall only pass to the Customer on payment in full and in cleared funds of the Price and any other sums which may then be due under this Agreement.
- 4.2 Risk in any Products shall pass to the Customer on delivery of any Products to the Location and accordingly the Customer shall be responsible for insuring the Products against all normal risks with effect from the time risk passes.

- 5.1 The Customer shall provide the Supplier in reasonable time before delivery of any Products and/or Services such information as may be reasonably necessary to enable the Supplier to deliver the Products and/or Services to the Customer including the address and details of the location for delivery (the "Location").
- 5.2 The Customer undertakes to provide the Supplier promptly with all information and assistance which the Supplier may reasonably require from time to time to enable the Supplier to proceed with the performance of its obligations herein without undue delay or impediment, including (i) the giving to the authorised personnel of the Supplier during normal working hours, reasonable access to the Location and providing adequate free working space and such other facilities as may be reasonably necessary for the delivery, installation and/or performance of any Products and/or Services; and (ii) making available necessary manpower to assist in the delivery, installation and/or performance of any Products and/or Services as may be requested by the Supplier.
- 6.1 The date for the delivery of the Products and/or Services is as stated in the quotation (the "Delivery Date") and is only an estimated date. The Customer accepts that delays to the delivery of the Products and/or Services may occur due to matters not within the Supplier's absolute control.
- 6.2 On the Delivery Date, the Supplier shall deliver the Products and/or Services to the nearest available off-loading point in the vicinity of the Location. The Customer shall undertake at its own expense the off-loading of the Product(s) (as the case may be) and subsequent physical delivery to the Location unless otherwise agreed in writing by the Supplier.
- 6.3 Delivery shall be deemed to have taken place upon receipt by or delivery to the Customer in accordance with this Clause 6.
- 6.4 The Supplier reserves the right prior to delivery of any Products and/or Services to substitute alternative Products and/or Services for any Products and/or Services agreed to be supplied hereunder provided that such substitution will not materially affect the performance of the Products and/or Services and will not result in any increase in the Price.
- 6.5 In the event the Customer rejects delivery of any Products and/or Services without a valid reason, the Customer shall be liable to pay the Supplier for the cost of storage of the undelivered Products at the rate of S\$1.20 per square feet; and in the case of Services, a reasonable sum for any work (including without limitation preparatory work) carried out by the Supplier prior to and in consequence of such rejection.

7 TIME NOT OF THE ESSENCE

- 7.1 The time of delivery shall not be of the essence under this Agreement, provided always that, the Supplier shall use reasonable endeavours to complete the delivery as soon as the Supplier deems possible.
- 8.1 Save where otherwise provided in this Agreement, the Customer shall not be entitled to cancel any order and/or make a return of Products and/or Services (including any part thereof) on or after the Commencement Date.
- 9.1 If the Supplier is prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Customer (other than a delay under Clause 14) then the Customer shall pay to the Supplier all reasonable costs, charges and losses sustained or incurred by the Supplier as a result (including without limitation any storage personnel and insurance cost), subject to the limits on liability in Clause 15.
- 10.1 The Customer warrants to the Supplier that the Customer has not been induced to enter into this Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in this Agreement and the Customer hereby irrevocably waives any right it may have to claim damages for any misrepresentation contained in this Agreement or for breach of any warranty not contained herein (unless such misrepresentation was made fraudulently and relied upon by the Customer) and or to rescind this Agreement.

11 PRODUCT WARRANTY

- 11.1 The Supplier warrants that the Products will be free from material defects at the time of delivery and for a period of one year thereafter ("Warranty Period").
- 11.2 No claim under the warranty may be made against the Supplier unless notice of the defect is given to the Company in writing within thirty (30) days of its discovery by the Customer and are returned (if practicable) within seven (7) days of such notice given to the Supplier to the Supplier's warehouse at the cost of the Customer provided always that in all circumstances, the Customer shall not be entitled to make any claim under this warranty unless it does so within ninety (90) days of the date of delivery of the defective Products.
- 11.3 In the event that defects shall appear in any part of any Products supplied by the Supplier but not manufactured by the Supplier, the Customer shall, in addition to the warranty under this Clause 11 be entitled to receive from the Supplier such benefit as received by the Supplier (to the extent that they are transferrable) under any agreement between the Supplier and the manufacturer or supplier of that part of the Products in question, provided always that, this proviso shall not apply in respect of any part of the Products concerning which it has not been practicable for the Supplier to procure that its manufacturer shall be under the same liability to the Supplier as vis-à-vis the Supplier and the Customer.
- 11.4 The entire liability of the Supplier under this warranty shall be limited to the price of that part of the Products found to be defective and the Supplier shall have no other liability or obligations under the said warranty that as expressly stated. The foregoing states the entire liability of the Supplier, whether in contract or tort, for defects in the Products notified to it other than liability assumed under 15.
- 11.5 The said warranty is contingent upon the proper use of the Products by the Customer and does not cover any part of the Products which has been modified without the Supplier's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Nor will such warranty apply if repair or parts replacement is required as a result of causes other than ordinary use including without limitation accident, hazard, misuse or failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions.
- 11.6 The Supplier does not give any warranty that the Products is fit for any particular purpose unless that purpose is specifically advised in writing to the Customer and the Supplier confirms in writing that the Equipment can fulfil that particular purpose.
- 11.7 The express terms stated herein shall apply to all Agreements entered into by the Supplier with the Customer and are in lieu of all warranties, conditions, terms,

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undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

- 11.8 The Customer acknowledges and agrees that the Supplier shall not be liable to the Customer (or those claiming through the Customer) for any direct or indirect loss, damage, expense of any kind or nature howsoever caused (including any indirect, incidental, special or consequential damages) by the provision and/or use of any Products and/or Services supplied by the Supplier to the Customer, including any loss of profits, loss of contracts, business interruptions or otherwise (whether these are direct or indirect losses) and whether arising from negligence, breach of contract or otherwise.

12 IMPROVEMENTS

- 12.1 The Supplier reserves the right to alter or modify the design, construction and composition of any Products and/or Services if processes improve or more sophisticated materials become available and all orders will be executed in accordance with current models. The Supplier further reserves the right to employ (if necessary in the opinion of the Supplier), alternative materials or methods of manufacture and or performance at higher charges.

13 TERMINATION

- 13.1 Notwithstanding any other provision herein, the Supplier shall be entitled to treat the Agreement as repudiated:

- (a) if the Customer fails to pay the Price or any sum due under this Agreement for more than seven (7) days after such sum is due and payable; or
- (b) if the Customer shall have wrongfully failed to take delivery of any Products and/or Services;
- (c) if the Customer shall have a receiver or receiver and manager appointed over its assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Customer shall become subject to an application to wind up or to appoint a judicial manager or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

- 13.2 Any termination under Clauses 13.1(c) shall entitle the Supplier to a lien on all Products of the Customer in its possession (whether or not such goods have been paid for wholly) in satisfaction of the whole or part of (as the case may be) the unpaid price of any Products sold and/or delivered to the Customer under this Agreement or any other agreement.

- 13.3 In the event of the Customer defaulting or committing any breach of its obligations herein, the Supplier shall forthwith be entitled to (in addition to any other rights of the Supplier herein this Agreement) suspend further performance of any and all of the Supplier's obligations for such time not exceeding six (6) months per breach or default of the Customer which the Supplier may in its absolute discretion deem fit; or in the alternative, to treat the Agreement as wrongfully repudiated and forthwith terminate the Agreement.

- 13.4 Any termination of such Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14 FORCE MAJEURE

- 14.1 No Party shall be regarded as being in default of these Terms nor be liable to the any other Party in connection with any delay or failure on the part of that Party to perform any of its obligations hereunder where such performance of its obligations or attempts to cure any breach is delayed, hindered or prevented by reason or result of an act of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemic, epidemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone or other telecommunication service or any other cause beyond the reasonable control of that Party.

- 14.2 If the delay caused by the force majeure event lasts for more than three (3) month, either Party may elect to terminate this Agreement forthwith on giving notice in writing to the other Party in which event neither Party shall be liable to the other by reason of such termination.

15 LIMITS OF LIABILITY

- 15.1 Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law, the entire financial liability of the Supplier to the Customer in respect of any (i) breach of this Agreement; (ii) the provision of Products and/or Services or such other products or services and use thereof of the same or any part by the Customer; and (iii) any representation, statement or tortious act or omission arising under or in connection with this Agreement, shall not exceed the Price.

- 15.2 The Customer shall indemnify the Supplier and in addition hold the Supplier harmless against any and all losses, liabilities, damages and expenses (including legal fees) resulting from the (a) operation, use, condition, liens against, or return of the Products and/or Services and (b) any breach by the Customer of any of its obligations hereunder.

- 15.3 Save for the Supplier's liability for the Price, the Supplier shall not be liable to the Customer (or those claiming through the Customer) for any loss, damage, expense of any kind or nature howsoever caused (including any indirect, incidental, special or consequential damages) by the provision of the Products and/or Services or any other products and services by the Supplier to the Customer. The Supplier shall also not be liable to the Customer for any loss of profits, loss of contracts, loss of the Customer's data or system information, business interruptions or otherwise, whether arising from negligence, breach of contract or otherwise and whether or not such losses are direct losses.

- 15.4 The Customer acknowledges and agrees that (i) the Supplier shall not be liable or responsible for the use or maintenance of any Products and/or Services or for any loss of and or damage to the Products and/or Services arising from the use of the Products and/or Services, and (ii) the remedies available to the Customer herein provided for under this Agreement are the Customer's sole and exclusive remedies.

16 REMEDIES AND WAIVERS

- 16.1 No remedy conferred by any provision under this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more such remedies by any of the Parties hereto shall not constitute a waiver by such Party of the right to pursue any other available remedies.
- 16.2 No failure or delay by any Party in exercising any right, power or discretion hereunder shall impair such right, power or discretion or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or discretion preclude any further exercise thereof of the exercise of any such right, power or discretion or the exercise of any other right power or discretion. The rights, powers and remedies provided herein are cumulative and do not exclude any other rights, powers or remedies provided by law.

17 ENTIRE AGREEMENT AND AMENDMENTS

- 17.1 This Agreement embodies all the terms and conditions agreed upon amongst the Parties as to the subject matter of this Agreement and superseded and cancels in all respects all previous agreements and undertakings, representations, warranties, assurances and arrangements of any nature, if any, amongst the Parties with respect to the subject matter hereof, whether such be written or oral. None of the provisions herein may be varied or amended except by the written agreement of the Parties signed by or on behalf of each of the Parties.

18 ASSIGNMENT

- 18.1 The Customer shall not assign, delegate, sub-contract, mortgage, charge or otherwise deal with or transfer any or all of its rights and obligations under these Terms in any way without the consent and approval of the Supplier
- 18.2 The Customer hereby acknowledges and consents that the Supplier may, at any time or from time to time, assign, charge, transfer or otherwise deal in any or all of its rights and obligations under these Terms.

19 NOTICES

- 19.1 Any notices or other information required or authorised by this Agreement to be given by either Party to the other may be given by hand or sent (by pre-paid post, facsimile transmission or comparable means of communication) to the other Party to the address stated in the Supplier's quotation or to the last known address of such Party as may be notified by the Party concerned in writing from time to time.

20 GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 20.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English

21 SEVERABILITY

- 21.1 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question (if any) shall not be affected.

STATEMENT TO USERS

The products with which this notice is concerned are Electric Cables. As far as the Supplier is aware, the correct use of such cables do not give rise to any risk to health. The Supplier does, however, maintain a continuing watch on world developments in the field of cables to ensure that so far as is necessary practicable, the Supplier's products are so designed and constructed as to be safe and without risk to health when poorly used.

It is important that the type of cable specified when ordering is suitable for the intended usage. The Supplier will be pleased to advise on the most suitable design and protection for the intended operating and environmental conditions.

The Cables produced by the Supplier should be installed by, or under the supervision of, competent personnel in accordance with good engineering practice, established codes of practice, statutory requirements and the I.E.E. Wiring Regulations as applicable, and where appropriate in accordance with any instructions specifically advised by the Supplier.

DISPOSAL OF CABLE SCRAPS BY BURNING

The melting, heating, burning or welding of cables can give rise to certain health and safety risks. During cable jointing and terminating or in the disposal of cable scraps all reasonable care should be taken to avoid undue concentration of corrosive and/or toxic fumes arising from the heating of plastic and elastomeric insulating and sheathing compounds, from lead sheaths as well as fluxes, solders and plumbing metals used in jointing operations.

PACKAGING AND HANDLING

It will be obvious that in certain circumstances, the packaging of cables e.g. large heavy drums, sharp edges of metal components of cables could constitute a safety hazard and individuals should therefore take due care for their own safety when handling these items. The springing of the steel binding straps or the dangers arising from projecting nails used to retain battens around the drums or containers are particular examples to which the Supplier would draw the Customer's attention.

The Customer is requested to take such steps as are necessary to ensure that the appropriate information on the proper use and handling of our cables is made available by you to all those concerned. Similarly, this information must be available to anyone who may purchase or otherwise acquire from you such products for use in his own workplace.

If exceptionally, any specific hazard is associated with a particular cable, advice on the necessary precautions will and should be provided.