

# Terms and Conditions of Sale

## Definition

Where the context permits:

**Contract** means the contract for the sale and purchase of the Goods as provided in clause 3.

**Customer** means the person to whom the Vendor has agreed to sell the Goods pursuant to these Terms and Conditions.

**Goods** means the goods and services agreed to be supplied by the Vendor and purchased by the Customer pursuant to these Terms and Conditions.

**GST** means goods and services tax, value added tax, sales, use, excise or similar tax or duties at the prevailing rate.

**Proprietary Information** means any and all information and intellectual property relating to the Goods or the installation or operation of the Goods including but not limited to patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade secrets, trade marks and copyright in such information and intellectual property.

**Vendor** means Tyco Electronics Singapore Pte. Ltd.

## Quotations and Purchase Orders

- Quotations from the Vendor are valid for a period of thirty (30) days from the date of issue or otherwise specified in the quotation. Prices given in any quotation by the Vendor are applicable to that quotation only and will not apply in any other instances. A quotation from the Vendor is not an offer to sell.
- In order to purchase the Goods, the Customer must place with the Vendor a written purchase order setting out an order number, the Vendor's quotation number (if applicable), full description of the Goods to be purchased, the requested delivery date, delivery point and any other information required by the Vendor. The purchase order may be accepted or rejected by the Vendor.
- A Contract shall be formed by and upon the Vendor accepting in writing a purchase order from the Customer pursuant to clause 2 and each Contract shall be governed by these Terms and Conditions.
- These Terms and Conditions shall take precedence over any other representations, agreements, arrangements or understandings relating to the Goods and any matters in connection therewith.
- No terms and conditions stated in or attached to the Customer's communications to the Vendor, including but not limited to the Customer's purchase order, the terms of which are hereby rejected, are applicable to these Terms and Conditions in any way and are not considered the Customer's exceptions to the provisions of these Terms and Conditions. Trade customs, trade usage and past performances are superseded by these Terms and Conditions and shall not be used to interpret them.
- The Vendor may at its discretion, as a condition of acceptance of a purchase order require the Customer to provide to the Vendor cash deposit, Guarantee, bank guarantee or enter into a credit arrangement on the Vendor's terms prior to delivery of the Goods.

## Payment of purchase price

- Purchase orders are accepted by the Vendor subject to the condition that the Customer agrees to pay the purchase price appearing on the Vendor's price list for those Goods current on the date the purchase order is accepted by the Vendor, or as otherwise quoted by the Vendor in writing.
- Copies of the Vendor's price list current as of the date of acceptance of the purchase order are available on request. All prices are subject to alteration without notice.
- The purchase price, unless otherwise expressly stated, does not include any packaging, freight, assembly costs, installation costs, costs and charges of third party suppliers such as electricians, insurance or any statutory, sales, excise, goods and services, or other taxes, duties or imposts, all of which may be added to the purchase price or otherwise will be paid by the Customer or reimbursed by the Customer to the Vendor, as the Vendor may elect.
- Payment of the purchase price must be made in full within 30 days after the date of the invoice or otherwise in accordance with the Customer's credit arrangement as amended in writing by the Vendor from time to time.
- The Customer must not set off any money owing or alleged to owe by the Vendor against money due by the Customer to the Vendor.
- If the Customer does not pay to the Vendor all money by the due date for payment, without prejudice to any other rights which it may have against the Customer, the Vendor may require the Customer to pay upon demand interest at the Singapore Interbank Offer Rate effective from time to time plus four (4) % per annum calculated from the due date on daily balances of amounts unpaid.
- If GST is payable on a supply pursuant to these Terms and Conditions, the Customer must also pay to the Vendor an additional amount equal to the GST payable. This clause does not apply to the extent that the purchase price is expressly stated to be GST inclusive. The Customer must pay the GST amount at the same time as the Customer must pay the purchase price.

## Cancellation of orders

- Purchase orders may not be altered or cancelled without the written consent of the Vendor. If the Vendor agrees to alter or cancel the purchase order, the Customer will indemnify the Vendor against any loss, damage and expense incurred by the Vendor in relation to the cancellation or alteration of that purchase order including the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in Goods and all labor and engineering costs incurred by the Vendor in the execution or part execution of the Goods and including compensation payable to any supplier of the Vendor and loss of profit.

## Return of Goods and credits

- The Customer is deemed to have accepted the Goods unless it makes a claim in accordance with clause 16.
- The Customer may reject any Goods which are wrongly supplied or oversupplied by notifying the Vendor of the claim and providing full particulars of the claim in writing within five (5) days of receipt of those Goods. The Vendor may dispute any such claim.
- Goods referred to in clause 16 may be returned to the Vendor for credit if all of the following is complied with:
  - The Goods are returned to the Vendor's premises by prior arrangement and with the Vendor's written approval within fourteen (14) days of delivery, at no cost to the Vendor, unless delivered as the result of an administrative error by the Vendor, in which case the Vendor will bear the cost of return;
  - The Goods are accompanied by a dispatch note stating the Vendor's original invoice number and reason for return; and
  - The Goods are returned in an unsoiled, undamaged and resalable condition in their original packing.
- The Customer must not return any Goods to the Vendor unless it has complied with clauses 16 and 17 and has done all things necessary to permit the Vendor to examine the Goods to the Vendor's satisfaction within that period.

## Delivery and storage

- All quoted delivery or consignment dates are estimates only. The Vendor is not obliged to meet such dates and will not be liable to the Customer by reason of delays caused by any reason whatsoever.
- The Vendor is deemed to have delivered the Goods when the Goods are made available to the Customer for physical collection by or on behalf of the Customer at the agreed delivery point or failing agreement, at the Vendor's nominated delivery point (Delivery). Any unloading or loading shall be the Customer's responsibility, unless otherwise agreed in writing by the Vendor.
- The Vendor may deliver the Goods by installments (where in the Vendor's opinion this is reasonable to do so) and issue interim invoices to the Customer.
- Without limiting any other provision in these Terms and Conditions, failure by the Customer to pay any installment, or any other amount when due, will entitle the Vendor to withhold or delay delivery of any remaining Goods ordered.
- If the Customer is unable to collect the Goods at the Customer's nominated delivery point on the delivery day, the Vendor may (at its option and without limiting its other rights and remedies) arrange suitable storage of the Goods, whether at its premises or elsewhere and the Customer must pay or reimburse all costs and expenses of storage, insurance, demurrage, handling and other charges associated with such storage. Notwithstanding the Customer's inability to collect the Goods, Delivery is deemed to have occurred.

## Title and risk

- Title to and the risk in the Goods passes to the Customer at the time of Delivery.

## Termination

- If:
  - a payment is not received by the due date; or
  - the Customer commits any other breach of these Terms and Conditions; or

- the Customer becomes bankrupt or has an administrator, a receiver or a receiver and manager appointed or goes into liquidation, whether voluntarily or otherwise, or is wound up or dissolved or declared insolvent;

then the Vendor may at any time, without notice to the Customer and without prejudice to any other rights which it may have against the Customer, terminate these Terms and Conditions. Such termination will not affect the Customer's obligation to pay for Goods delivered and works in progress.

## Insurance and Indemnity

- The Customer must keep the Goods insured against all risks for Goods of that kind from the time title to and the risk in the Goods passes to the Customer. The Customer agrees to indemnify and hold harmless the Vendor and its agents, employees and officers, related companies and its successors and assigns harmless from all claims, demands, actions, damages and liabilities (including attorney's fees) arising out of or in any way connected with any act or omission of the Customer, its agents, contractors, employees and officers.

## Limitation of liability for Goods

- Except to the maximum extent required by law, the Vendor makes no warranties or representations to the Customer except to the extent set out in these Terms and Conditions.
- The Vendor warrants the Goods to be free from defects in workmanship and materials under normal use and service for a period of one (1) calendar year from the date of shipment ("Warranty Period"). This warranty does not cover costs of recovery of the Goods from the site or damage, fault, failure or malfunction due to external causes including accident, abuse, misuse, mechanical or electrical overload, abrasion, corrosion, incorrect installation by the Customer or a third party, failure to perform required preventative maintenance or normal wear and tear. This warranty shall not be deemed to apply to Goods sold under the Eto Touch mark, which shall instead be subject to the terms and conditions of the warranty accompanying the Eto Touch Goods.
- During the Warranty Period, to the extent permitted by law, the Customer's sole remedy with respect to breach of warranties set out in clause 28 will be repair or replace by the Vendor (as the Vendor may elect) any such defective Goods at the Vendor's expense. The replacement or repaired Goods shall be covered by the unexpired portion of the Warranty Period in respect of the original Goods or for a period of ninety (90) days, whichever is the greater.
- For equipment forming part of the Goods which equipment is not manufactured by the Vendor, then the original manufacturer's warranty will apply. The Vendor's liability for such equipment shall not exceed the liability of the manufacturer.
- The liability of the Vendor under these Terms and Conditions will be reduced by the amount of any contributory loss or damage to the extent caused by the act or omission of the Customer.
- To the maximum extent permitted by law and notwithstanding any provision to the contrary in these Terms and Conditions, the Vendor's total liability under each Contract (whether that liability arises under contract, tort, equity, statute or otherwise) for any loss, damage or expense arising out of or in connection with its performance of the Contract, shall be limited to the purchase price paid by the Customer to the Vendor for Goods covered by that Contract and in no event shall the Vendor be liable for loss (whether direct or indirect) of profits, opportunity, revenue, goodwill, use, production, contracts, business or anticipated savings, corruption or destruction of data or for any special or consequential loss or damage whatsoever.

## Proprietary Information

- The Customer acknowledges that all Proprietary Information and all right title and interest therein are the sole property of or licensed by the Vendor and the Customer shall gain no rights, title or interest in the Proprietary Information whatsoever. The Customer specifically acknowledges the Vendor's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon whether developed, supplied, installed or paid for by or on behalf of the Customer or any buyer of the Customer or otherwise.
- The Customer must not and must not permit any person reasonably within the Customer's control to:
  - modify any of the Goods;
  - copy, clone, and reverse engineer any hardware Goods;
  - copy, decompile, disassemble or reverse engineer any software Goods; and
  - copy, modify or decompile any documents accompanying the Goodswithout the Vendor's prior written consent and in the event the Customer breaches its obligations under this clause, the Vendor may immediately terminate these Terms and Conditions and the Customer shall indemnify and hold harmless the Vendor against any and all losses or damages related to such breach of these Terms and Conditions.

## Re-export

- Unless otherwise agreed, the Goods supplied are intended for use only in Singapore. If re-exported by the Customer it is the Customer's responsibility to ensure that the Goods and the use to which they are put comply with the laws of that country. The Customer will comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations and unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to these Terms and Conditions (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This clause will survive the termination or expiration of these Terms and Conditions. For deliveries outside of Singapore, it is the Customer's responsibility to ensure that the Goods and the use to which they are put comply with the laws of that country.
- The Customer acknowledges that the Goods purchased by the Customer may not be sold, leased or otherwise transferred to or utilized by, an end-user engaged in activities related to weapons of mass destruction including but not limited to activities related to design, development, production or use of nuclear materials, nuclear facilities or nuclear weapons, missiles or support of missiles projects or chemical or biological weapons. Customer will comply with any applicable export and other foreign trade controls restricting the sale, re-export and/or transfer of Goods or technical information to certain countries or parties.

## Compliance with law

- In advertising, marketing, promoting, sales and installation of the Goods and in carrying on the Customer's business, each of the Customer, its owners, officers, directors, employees or agents (collectively and individually in this clause "Customer") must comply with its, his or her obligations under the law including without limitation, the Customer must not:
  - make any untrue or misleading statement relating to the Vendor, its goods and services including the Goods, its business or its practices;
  - pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose, and in the event the Customer breaches its, obligations under this clause, the Vendor may immediately terminate this Agreement and the Customer shall indemnify and hold harmless the Vendor against any and all claims, losses, damages, penalties or fines related to such breach of these Terms and Conditions.

## Miscellaneous

- The fact that the Vendor fails to do, or delays in doing, something it is entitled to do under these Terms and Conditions, does not amount to a waiver of its right to do it. Any waiver must be agreed in writing by the Vendor.
- If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions of Sale, but the rest of these Terms and Conditions are not affected.
- The Vendor shall not be liable for any failure to fulfill or any delay in fulfilling any obligation arising from these Terms and Conditions if the failure or delay has been caused directly or indirectly by any act of God, war or other civil commotion, terrorism, strikes, lockouts, stoppages and restraints of labor, breakdown of machinery, inability to obtain raw materials or fuel, fire or explosion, any government action, pandemic or any other cause beyond the reasonable control of the Vendor and not a consequence of the Vendor's negligence.
- Any notice to be given to a party under these Terms and Conditions must be in writing and must be sent by post to the address of that party shown in the quotation, purchase order or order acknowledgment. Notice is deemed to have been given at the time it would have been received in the normal course of post.
- These Terms and Conditions are governed by and must be interpreted in accordance with the laws of Singapore. The Customer unconditionally submits to the non-exclusive jurisdiction of the courts of Singapore. These Terms and Conditions are not governed by the United Nations Convention on documents for the International Sale of Goods.
- If these Terms and Conditions is translated into another language and there is any diversion between this English version and the translated version, then this English version text shall prevail.
- Where there is more than one Customer then the liability of each shall be joint and several.
- The rights and remedies provided in these Terms and Conditions will not affect any other rights or remedies available to the Vendor.
- These Terms and Conditions cannot be assigned by the Customer without the prior written consent of the Vendor.