



Silicon Connection Pte Ltd - Terms and Conditions of Sale

(Revision Date: 13 August 2019)

The following terms and conditions ("Sale Terms") shall apply to all transactions ("Transactions") for the sale and services ("Products") by Silicon Connection Pte Ltd ("Seller") to a buyer ("Buyer").

Provided that where the Seller and the Buyer to any Transaction enter into a specific agreement ("Agreement") in respect of the Products to be provided thereunder, these Sale Terms shall, to the extent conflicting with any terms of such Agreement, not apply to such Transaction. Save as herein provided, these Sale Terms shall apply in lieu and to the exclusion of any other terms, conditions, representations and/or warranties, whether express or implied. The employees of Silicon Connection are not authorized to enter into oral collateral agreements or to give verbal guarantees going beyond the contents of the written contract. The Seller hereby objects to any terms and conditions that may be contained in any form issued by the Buyer and hereby expressly rejects them in their entirety. By issuing a purchase order based on the Seller's Quotation, accepting delivery of, using and/or accessing the Products supplied under a Transaction, the Buyer is deemed to have accepted these Sale Terms.

1. QUOTATION AND PRICES

Prices for the Products shall be subject to change by the Seller without notice and orders for future delivery will be billed according to the price in effect at the time of delivery. Unless otherwise stated therein, the Seller's written quotations shall automatically expire after thirty (30) calendar days from the date of issue and shall be subject to termination by notice within that time period.

2. PAYMENT

The Seller shall submit its itemized invoice to the Buyer according to the payment terms specified in the Seller's quotation or otherwise agreed in respect of the Transaction. The Buyer shall pay the amount under each invoice without any counter claims, set offs or deductions, according to the stipulated Payment terms mentioned in the Quotation or from the date of the invoice. The Buyer shall be liable to pay interest on all invoiced sums which remain unpaid after their due date at the rate of 1.5% (or the highest rate permitted under law) for each month (or part thereof) of delay till payment. In addition, Seller reserves the right to require pre-paid payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. The Seller may refuse to sell to any person until overdue accounts are paid in full.

3. TAXES

Unless stated otherwise, Product prices shall be exclusive of all taxes, duties, levies, fees or other charges ("Taxes") imposed by any authority in relation to a Transaction (excepting any taxes on the Seller's gross or deemed income). Where applicable, such Taxes will be added to the invoice as a separate charge to be paid by the Buyer.

4. DELAYS

The Seller shall not be responsible or liable for any delay or failure to deliver which is not attributable to the Seller or within its reasonable control. Further, performance of orders and contracts, and delivery shipment of the Products are subject to and contingent upon delay directly or indirectly caused by, or in any other manner arising from fires, floods, accidents, riots, acts of God, war, government interference, embargoes, priorities, regulations, orders and restrictions, strikes, labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delays, the Seller's production schedules, or any other causes (whether or not similar in nature to any of these herein before specified) beyond the Seller's control ("Force Majeure Event") and the Seller would not be liable for any loss or damage suffered by the Buyer arising therefrom. The Seller would have the right, in the event if the happening of any of the above contingencies, at its option, to cancel the Buyer's order or the Transaction or any part thereof without any resulting liability.

5. CANCELLATION

The Buyer cannot cancel any order or Transaction without the consent of the Seller which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation. The Buyer may request for a change or variation to any Products ordered from the Seller hereunder prior to their delivery date, provided that such change or variation shall become effective and/or binding

only upon written acceptance of the Seller, and on the condition that the Buyer shall fully indemnify the Seller against all costs, loss, damage, claims or actions arising out of such change or variation.

6. DELIVERY AND RISK OF LOSS

All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the Products or any loss suffered by the Buyer, whether or not the Seller has been advised of the possibility of such losses. Should the Seller be prevented from or hindered in the delivery the Products or any part thereof due to a Force Majeure Event, the time of delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased. The Seller shall be entitled to deliver the Products in one or more consignments unless otherwise expressly agreed.

The Seller shall follow pre-approved delivery schedule, or any scheduling arrangement made in advance of at least 2 working days upon stocks availability. It is the responsibility of the Buyer to accept delivery as agreed in advance unless expressly agreed in writing within reasonable time for any deferment or postponement. Risk of loss or damage in the Products shall pass to the Buyer when the Products are dispatched from the Seller's stated point of dispatch. The Seller retains title to all Products until full payment for the Products has been received by the Seller, subject to Clause 9.

7. STORAGE

In case of delay of shipment for reasons attributable to the Buyer, then at the Seller's request, the Buyer shall place the Products in storage and pay all handling, insurance and storage charges. Payment due hereunder shall be made in accordance with the terms hereto, substituting date of storage for date of delivery to common carrier or licensed trucker.

8. SPECIALIST SERVICES

Where the service comprises installations, implementation, training, program and other specialist services, the Seller will assign personnel with appropriate skills and experience to perform the service. The Buyer will make available appropriate personnel and resources and prompt access to such information and facilities as the Seller may reasonably require carrying out the service. The Seller will be entitled to make reasonable additional charges in the event of any extension of or modification or delay in the provision of any services other than as a result of the default of the Seller. The Seller shall employ reasonable care and skill in the performance of the services and take all reasonable and practical steps to avoid or ameliorate any default on its part in carrying out the same, but it will not be liable for any claim whatever or however arising whether in contract, tort or otherwise for any delay in the services save where such exclusion of liability shall be prohibited by law.

9. INTELLECTUAL PROPERTY RIGHTS

The Seller and its licensor retain all intellectual property rights and copyrights in all products, programs (including customization and modification made by the Seller) and services provided to the Buyer. Subject to the terms and conditions contained herein and any other license terms provided to the Buyer, the Buyer is granted a non-exclusive, nontransferable license in the country of initial installation to use the product, program and services in the form and for the purposes for which they were supplied.

10. CLAIMS

Claims for defective Products, shortages, delays or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by the Buyer unless made in writing within thirty (30) days after the Buyer's receipt of the said Products. No claims will be considered for goods altered, defaced or upon which any additional operation has been performed and no claims will be allowed for labor, rework, transportation or other expense incurred by the Buyer, without prior written approval of the Seller. Buyer is not allowed to return any defective product without prior agreement from the Seller. If the Products failed to meet the written specifications agreed to by the Seller, the Buyer shall not return them but shall notify the Seller within the said thirty (30) days period, stating full particulars in support of his claims, and the Seller's sole liability will be to, at the Seller's option: (a) repair or replace the Products upon return of the defective or unsatisfactory material; or (b) refund the amount paid by the Buyer for the Products in question; or (c) otherwise resolve the matter fairly and promptly. No shipment shall be authorized for Return after sixty (60) days following shipment to the Buyer.

11. LIMITATION OF LIABILITY

Except for death or personal injury caused by the Seller's negligence, the Seller's aggregate liability for any and all claims arising out of or in connection with each Transaction for breach of contract, breach of warranty, breach of statutory duty or negligence (or other tort) is limited to direct damages suffered by the Buyer up to a maximum of the total price paid by the Buyer for the Products in that particular Transaction in respect of which the claim arose. Provided that under no circumstances shall the Seller be liable for loss of production, loss from business interruption, loss of data, loss of profits, loss of anticipated savings, loss of goodwill or any indirect, incidental, special or consequential damages, losses or expense, even if the Seller has been advised of the possibility of such damages. The

Seller does not warrant or guarantee the technical advice given by it in connection with the installation or the use of the Products sold hereunder and no warranty or guarantee as to merchantability or fitness of the Products for any purpose is made unless the same is specifically set forth in writing and signed by the authorized representatives of both parties, but in such case such warranty or guarantee is limited as above provided.

12. WARRANTY

THE WARRANTY AND REMEDIES SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SELLER DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS.

13. COPYRIGHT AND PATENT

If any Product shall be manufactured or sold by the Seller to meet the Buyer's particular specifications or requirements, the Buyer agrees to defend, protect and save harmless the Seller against all suits at law or in equity which may be brought against the Seller, and fully indemnify the Seller against all damages, claims and demands, for actual or alleged infringement of any third party's copyright or Singapore or foreign patent because of the manufacture or sale of the Product covered thereby.

14. REVOCATION OF CREDIT

The Seller reserves the rights at any time to revoke any credit extended to the Buyer because of the Buyer's failure to pay for any Products when due or for any other reason deemed good and sufficient by the Seller and in such event all subsequent shipments shall be paid for on delivery.

15. EXPORT REGULATIONS

Products sold by the Seller may be subject to regulation by the United States, Japan and other national governments. The Seller adheres to a strict policy of compliance with the export laws and regulations of United States, Japan and all other nations concerning the purchase and sale of the Products. If the Buyer sells or transfers title and/or right to use all or part of the Products to a third party or itself exports the Products, the Buyer shall ensure all current export restrictions are observed. The Buyer must neither sell nor transfer the Products to another entity if the Buyer knows or has reason to believe that the Products will be re-exported, sold, transferred or otherwise taken outside Singapore in violation of United States, Japan or local law and regulations.

16. GOVERNING LAW

All Transactions and these Sale Terms shall be governed by and constructed according to the laws of Singapore and the parties submit to the non-exclusive jurisdiction of courts in Singapore. Nothing herein confers or purports to confer on any third party any benefit or any right to enforce any of the Sale Terms pursuant to the Contracts (Rights of Third Parties) Act, Cap. 53B