

DURABLA ASIA PTE LTD

General Terms and Conditions of Sale

1. Agreement

- 1.1. Scope: These General Terms and Conditions of Sale (“General Sale Terms”) govern the terms of sale of any Products by Durabla Asia Pte. Ltd. (the “Company”) to a Purchaser named in the Order Acknowledgement (as defined herein) issued by the Company and the expression “Purchaser” shall include a Distributor appointed by the Company for such Products. These General Sale Terms apply to all subsequent transactions made between the Company and the Purchaser even if no further reference is made to them in subsequent transactions.
- 1.2. “Products” shall mean goods supplied and sold by the Company as described in the Schedules attached. Where no such Schedule is attached the Products supplied shall be as described and confirmed in the Order Acknowledgement issued by the Company.
- 1.3. Inconsistency: These General Sale Terms may be used together as an addendum to a sale agreement or a distributorship agreement, if any. In the event of any inconsistency between the sale agreement and the terms herein, or the distributorship agreement and the terms herein, then the terms of the distributorship agreement in the first instance followed by the sale agreement shall prevail.
- 1.4. Exclusion of Conflicting Terms: All Products sold by the Company shall be sold on the terms and conditions herein and the terms of any Purchase Order (as defined herein) which seek to vary or amend or is in conflict with these General Sale Terms are hereby expressly objected to. All Order Acknowledgements issued by the Company incorporate these General Sale Terms and delivery of Products is made by the Company pursuant to these General Sale Terms.
- 1.5. No Exclusivity: The Purchaser does not have any exclusive rights of purchase of the Product from the Company.

2. Purchase Orders and Availability

- 2.1. Purchase Orders: Unless otherwise agreed to by the Company in writing, all orders to purchase (each, a “Purchase Order”) shall be placed by Purchaser, in advance, and placed no less than two (2) days lead time of the requested delivery date as stated in the Purchase Order. All Purchase Orders shall be subject to minimum order sizes as implemented from time to time by the Company. All Purchase Orders shall be made in writing in a form reasonably satisfactory to the Company (which shall be subject to these General Sale Terms), sent by courier, personal delivery, facsimile or electronic mail. Each Purchase Order shall state the quantity and type of the Products to be purchased, delivery date(s) (in accordance with the forecast, if applicable and unless otherwise agreed in writing by the Company), destination, and confirmation of Price (as defined herein). No term or condition contained in any such Purchase Order, purchase acknowledgement, or other instrument shall alter, amend, modify, or supplement the parties' obligations hereunder unless specifically agreed in writing by the Company.
- 2.2. Acceptance: All Purchase Orders received are subject to acceptance in writing by the Company. Each Purchase Order is deemed to be an offer to purchase and, when accepted whether in whole or in part, shall form a contract under these General Sale Terms. All acceptances by the Company of Purchase Orders will be in the form of a written order confirmation (“Order Acknowledgement”) containing the accepted quantities of the Products, Price, delivery charges if any, and the estimated date of delivery (“Target Date”).
- 2.3. Sale of the Products: The Company shall use commercially reasonable efforts to fill any accepted Purchase Orders.

3. Transport and Delivery

- 3.1. Trade Terms: Reference to trade terms such as EXW (denoting Ex-Works), FCA (denoting Free Carrier), CIF (denoting Cost, Insurance and Freight), and other trade terms as well as the obligations of parties to a transaction not specified herein shall be interpreted in accordance with Incoterms 2020 issued by the International Chamber of Commerce.
- 3.2. Delivery: Unless otherwise expressly agreed to by the Company in writing, all Products will be delivered Ex-Works, and delivery shall be constituted by a notice (“Delivery Notice”) issued by the Company to the Purchaser informing the Purchaser that the Products are ready and available for shipment or transportation at the specified premises.
- 3.3. If the Purchaser fails to accept the Products or fails to take delivery of the Products within seven (7) days of the date of the Delivery Notice, Purchaser will be liable for storage charges at a rate as may from time to time be charged by the Company. The Company may also arrange for storage with third parties and the Purchaser will be liable for storage charges charged by the third party.
- 3.3. Transport: At the request of a Purchaser, the Company may in its sole discretion agree to make transport and insurance arrangements and the cost shall be borne by the Purchaser and if requested earlier by the Company, shall be paid in advance; otherwise, the cost of such transport and insurance arrangements shall be paid by the Purchaser at the time of payment of the Purchase Price of the Products. Unless otherwise agreed in writing, the Company reserves the right to select the route and mode of transportation and the Company shall not be bound to select any route whether the same be regarded as cheapest or quickest of all given possibilities.
- 3.4. Delivery Date: The Company will make all reasonable efforts to conform to delivery by the Target Date as specified in the Order Confirmation. If no Target Date is specified in the Order Acknowledgement, then the Products shall be delivered by such date as may be notified subsequently by the Company. In no event will the Company be responsible for any delays resulting from events of Force Majeure, more particularly described in Section 8.11.
- 3.5. Late Delivery: Should a delivery time be exceeded due to fault on the part of the Company and other than due to the events more particularly described in Section 8.11, then the Purchaser may cancel the relevant portion of the Purchase Order, provided however that the Purchaser and the Company shall have agreed to a reasonable extension of the period to effect delivery and the Company remains unable to fulfill the delivery by the expiry of the extended period. To invoke such cancellation, Purchaser must give the Company ten (10) days prior written notice thereof, provided the Company or its supplier has not substantially manufactured or shipped such goods in the interim.
- 3.4. Where the Purchaser is unable or unwilling to accept delivery, or where the Purchaser has failed to make any advance payments or provide a letter of credit required in respect of Products ordered, the Company shall be entitled to, at the discretion of the Company terminate the sale

of the Products to the Purchaser, seek an alternative purchaser for the Products, and recover from the Purchaser any costs, including storage and transport, as well as any loss resulting from the sale.

4. Inspection of Products

- 4.1. Inspection: The Purchaser shall be allowed a period of three (3) business days ("Inspection Period") from the date of delivery to notify the Company in writing of any damage or defects to the Products which are discernable by a visual inspection of the Products. Where a notice is issued by the Purchaser and the Company agrees with the assessment made in such notice the Company shall, in its discretion, replace the defective Product or refund or credit the Price pursuant to this Section 4.1, provided that this Section 4.1 shall not apply to any defect in the Products which has been subjected to misuse, mishandling, storage in a manner inconsistent with Product labeling, neglect, modification, or unusual physical or chemical stress after delivery.
- 4.2. In the event no notice is issued by the Purchaser within the Inspection Period, the Products shall be deemed to be in all respects in accordance herewith save for any latent defects.
- 4.2. Latent Defect: The Company shall compensate the Purchaser for the value, as provided in Section 6.3, of defective Products, in the Purchaser's possession, including returns from customers only in respect of latent defects which is hereby agreed as defects which are due to the manufacturing process which are a breach of the warranty as provided in Section 6.1 and which defect must not be discernable at the time of delivery to the Purchaser. This duty to compensate shall not apply to Products which have been damaged after delivery due to improper storage conditions.

5. Price, Payment Terms, Credit Terms, Risk, and Property in Products

- 5.1. Prices: The Company shall sell the Products to the Purchaser at the Prices set forth against the Product at the quotations given by the Company as to prices. Save where the Company has expressly agreed to a fixed term of supply, Prices are variable and may be varied at any time by the Company.
- 5.2. If there is a delay in completion of shipment of this order due to any change requested by the Purchaser or as a result of any delay on Purchaser's part in furnishing information required for completion of the order, the price agreed upon at the time of the acknowledgement of the order is subject to change.
- 5.3. Applicability: Such variation described in 5.1 above will also however apply to Purchase Orders which have been confirmed provided that in the event of a price increase, the Purchaser shall be entitled to cancel within five (5) business days of notification of increase any acknowledged Purchase Orders which are so affected by the price increase.
- 5.4. Packaging: The Prices include the Company's standard packaging existing as of the date of shipment.
- 5.5. Risk of Loss: Risk in the Products shall pass upon delivery.
- 5.6. Payment Terms: The Purchaser shall pay the Company the full Price of each Purchase Order net of any withholding and other taxes. Unless otherwise agreed to by the Company in writing at the time of acceptance of the Purchase Order, all payments for the Products purchased by the Purchaser shall be paid for by electronic payment transfer in advance of final release of the Products.

Any amounts owed to the Company in connection with the Product, including without limitation, any costs the Company incurs on Purchaser's behalf for shipping, freight, insurance, and duties and all other amounts due to the Company shall be paid in full by the Purchaser in the same manner as the Price. The Company shall be entitled to charge a late payment interest of 10% above the base lending rate as quoted by OCBC Bank.

- 5.7. Credit Terms: The Company may, in its absolute discretion, impose credit terms on the Purchaser. Such credit terms may, at the Company's discretion be determined in consultation with third party insurance or credit rating agencies. Credit terms imposed may be in respect of the amount of credit, the terms of payment or a combination of both. If credit terms are imposed on the Purchaser, the Company shall notify the customer of the credit terms granted. The Company may, in its absolute discretion from time to time and at any time modify or vary the credit terms granted to the Purchaser. Any modification or variation of credit terms shall be notified to the customer in writing.

The Purchaser shall be solely responsible for maintaining the credit terms imposed by the Company. The Company reserves the right to withhold or refuse delivery (or collection) of Products purchased by the Purchaser if at the time of delivery or collection the Purchaser's credit terms are exceeded or otherwise breached. The Purchaser shall not be entitled to make any claim whatsoever against the Company for non-delivery or non-performance of contract.

Notwithstanding the provisions of this clause 5.7., nothing herein shall constitute or be deemed to constitute a money-lending relationship between the Company and the Purchaser.

- 5.8. Passing of Property: Notwithstanding the passing of risk, property and title in the Products will pass only upon receipt of full payment of the Price by the Company.

6. Warranty and Disclaimer

- 6.1. Warranty: The Company warrants that the Product delivered to the Purchaser hereunder (i) shall be consistent with the description and specifications for such of the Products that the Company may supply to the Purchaser from time to time, as in effect at the time of shipment, and (ii) shall be of satisfactory quality for the Products' stated shelf life (where applicable to the Product).
- 6.2. Limitation of Warranties: The foregoing warranty in Section 6.1 is in lieu of all other warranties or obligations, express or implied and the Company hereby disclaims all implied warranties including without limitation the warranties of merchantability and fitness for a particular purpose and non-infringement of any intellectual property rights of any third party.
- 6.3. Remedies and Limitation. Subject to written notice being given within the Inspection Period as stipulated in Section 4.1, the Company shall replace or, at the Company's option, refund the Price or credit (against the Price of future purchases of the Products) the Price of any of the

Products that does not comply with the Warranty set forth in Section 6.1. At the Company's request and expense, Purchaser shall return any Product to be replaced or for which the Price is to be refunded or credited. The Company's obligation to replace any of the Products which may be defective or refund or credit the Price pursuant to this Section 6.3 shall not apply to any of the Products that have been subjected to misuse, mishandling, storage in a manner inconsistent with the Product's labeling, neglect, modification, or unusual physical or chemical stress after delivery.

- 6.4. **Limitation of Remedies and Liability.** The Purchaser's sole and exclusive remedy for any defective Products including any claim by third parties made against the Purchaser shall be a refund or a credit or a replacement as provided in Section 6.3. In no event shall the Company be liable for the cost of any substitute goods or for any loss of profits or for any other special or consequential, direct or indirect, damages, howsoever caused, even if the Company has been advised as to the possibility of such damages. To the full extent permitted by law, the Purchaser waives, for itself and for any of its own customers or end users of the Products, all rights and remedies against the Company, whether in contract or in tort or otherwise, not provided for in these General Terms and Conditions of Sale.

7. Trademark and Patent Protection

- 7.1. **General:** Purchaser acknowledges the validity of and the Company's ownership of all patents, trademarks and other rights to the Products and the packaging and documentation related to the Products except in the case of non-standard packaging, the ownership of which shall be agreed by the parties separately. The Purchaser acknowledges that all trademarks used by the Company in connection with the Products and any foreign language translations thereof ("Company Trademarks") are the sole property of the Company or are used with permission from the trademark owner.
- 7.2. **Use of Trademark:** At the Company's request, the Purchaser shall use Company Trademarks on packaging for Products ordered from the Company. The Purchaser shall not use Company Trademarks other than as expressly permitted by the Company in writing.
- 7.3. **No Technology Transfer.** Except as provided in Section 7.2, neither party shall acquire any right, title, or interest in any trademark, trade name, logo, patent, technology, domain names, or know-how of the other party by reason of these General Sale Terms. Each party shall be responsible for registering, as necessary, its own trademarks, trade names, and logos and for obtaining patent or other protection for its own technology; provided that Purchaser shall provide the Company with such assistance as the Company shall reasonably request, including the execution and delivery of documents, to protect or preserve any Company Trademarks or other intellectual property rights of the Company.
- 7.4. **Infringement:** To the best of the Company's knowledge the Company has not, in the use of any trademarks or names in the marketing and selling of the Products infringed upon any intellectual property rights of any third party. The sale of the Products bearing the Company Trademarks shall not however be construed as a warranty of non-infringement by the Company.
- 7.5. The Purchaser shall immediately give the Company written notice of any infringement of the Company Trademarks, the Company's patents, or trade secrets that the Purchaser becomes aware of and, at the Company's request and expense, cooperate with the Company to protect the Company Trademarks, the Company's patents, and trade secrets against such infringement.

8. General Provisions

- 8.1. **Non-assignment:** The Purchaser may not assign, transfer, or sell its rights hereunder, or delegate its duties hereunder, to any person including any Associates (as defined below) of the Purchaser, without the prior written consent of the Company, which may be granted or withheld in sole discretion of the Company. A transfer of a controlling interest in the Purchaser shall constitute an assignment. Any purported assignment without the Company's consent shall be void and shall constitute a material breach of these General Sale Terms.
- 8.2. **Entire Agreement; Modification:** These General Sale Terms and, if applicable, the Purchase and Distribution Agreement and the Distributorship Terms, contain the entire and final agreement between the parties. No modification of any of its provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.
- 8.3. **Waiver:** A waiver of any obligation the Purchaser has under these General Sale Terms shall be effective only if in writing signed by the Company. Any waiver shall not affect the Company's right to require strict compliance with these General Sale Terms in the future.
- 8.4. **Indemnification:** The Purchaser shall defend, indemnify and hold harmless the Company, its affiliates and each of their respective shareholders, officers, directors, agents, and employees from any claims, demands, loss, damage, liability, or expense, including attorney fees and costs (however incurred, including at trial, on appeal, and on any petition for review), arising out of the acts or omissions of Purchaser or its affiliates, agents, sub-distributors or employees or agents or any breach by the Purchaser of any provisions or representations contained herein.
- 8.5. **Notices:** Every notice by one party to the other party shall be in writing and shall be delivered to the addresses set out herein or such other addresses as may be subsequently notified in writing by the other party. Any notice shall be delivered by mail, postage prepaid return receipt requested, post office certified mail, or by courier service. The date of delivery shall be the date on which such notice is actually received by the party to which it was addressed; provided that in case a party fails to notify the change of address or refuses to accept the delivery or is unable to accept the delivery for other causes, any such notice shall be deemed to have been received by the party to which it was addressed on the next date when the mail or courier delivery was deposited.
- 8.6. **Governing Law:** These General Sale Terms shall be governed by the laws of Singapore.
- 8.7. **Currency.** All amounts payable under these General Sale Terms shall be paid in United States Dollars unless otherwise agreed in writing.
- 8.8. **No Agency:** The Purchaser is an independent business and has no power, right, or authority to bind the Company or to assume or to create any obligation or responsibility, express or implied, on behalf of the Company. The Purchaser shall not take any action that could lead a third party to believe it has such authority. Nothing stated in these General Sale Terms shall be construed as creating relationships of partners, employer and employee, franchiser and franchisee, or principal and agent between the parties.
- 8.9. **Arbitration:** In the event of any dispute arising out of or relating to these General Sale Terms, the parties shall use their best efforts to resolve it amicably by negotiation. Any dispute, which cannot be so resolved, shall be submitted to arbitration and the arbitration proceeding shall be conducted in accordance with the rules of Singapore International Arbitration Centre. The arbitrators shall have the power to rule on their own jurisdiction and on the validity of these General Sale Terms to arbitrate, and their award shall be final and binding, and shall be enforceable in any court of competent jurisdiction. The arbitration proceedings shall be conducted in Singapore.

- 8.10. Force Majeure: Neither party shall be liable for any delay or default in performing its obligations (other than payment obligations and the Purchaser's obligations to obtain regulatory approval for import and sale of the Products) if such default or delay is caused by any event beyond the reasonable control of such party, including, but not limited to, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, labour disturbances or strikes, epidemic, materials shortages, equipment malfunction or other similar event. The party suffering such cause shall immediately notify the other party of the cause and the expected duration of such cause. If either party's performance is delayed by more than sixty (60) days pursuant to this Section 8.11., the other party may immediately terminate these General Sale Terms by written notice given before the affected party resumes performance.
- 8.11. Associates: Any breach or violation of any term of these General Sale Terms by any Associates of the Purchaser or of any sub-distributor or agent authorized in accordance with these General Sale Terms shall be deemed to be a breach or a violation by the Purchaser. An "Associate" is (i) a director or officer of the Purchaser; or (ii) a person or entity controlling, controlled by, or under common control with the Purchaser and their directors and officers; or (iii) a person or entity related to or in which the directors and officers referred to in (i) or (ii) have substantial interest.
- 8.12. Contract Party Rights: A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Party) Act 2002 to enforce any term and condition in this agreement.
- 8.13. Restriction in Sale: The Purchaser undertakes that the Purchaser will not onward sell the Products to any party whom the Purchaser knows or reasonably ought to have known intend to resell the Products outside of the country where the Purchaser is registered and to where the Products are agreed to be delivered. The Purchaser agrees that this undertaking is given for the benefit of all related companies of the Company.
- 8.14. Representations Regarding Foreign Laws. The Purchaser (if a company operating in a jurisdiction outside Singapore) recognizes that the Company is not fully familiar with the laws, rules, regulations and policies of each jurisdiction outside Singapore and that the Company has entered into these General Sale Terms with the Purchaser (and will perform these General Sale Terms) in reliance upon the following representations and warranties made by the Purchaser on the date hereof and on each date that Product is shipped or sold that: (i) none of these General Sale Terms, the relationship created hereby or the performance hereof is contrary to the laws, rules, regulations or policies of any government, commission, agency or instrumentality having jurisdiction within which the Purchaser is operating ; and (ii) the Purchaser has not refunded and will not refund, either directly or indirectly, any funds to any director, officer, employee or other representative of the Company.
- 8.15. Company's Remedies: The Company's exercise of any of its rights and remedies under these General Sale Terms or at law following the Purchaser's breach shall not be the exclusive rights or remedies of the Company and shall in no way limit the Company's additional rights or remedies available to it under these General Sale Terms or law. Without limiting the foregoing, in the event of a breach by the Purchaser of any of its obligations under these General Sale Terms, the Company may, upon notice to Purchaser and as determined in the Company's sole discretion, terminate these General Sale Terms in its entirety or in part or suspend the Company's performance under these General Sale Terms.
- 8.16. Official Language: The official language of these General Sale Terms is English.