

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("**Conditions**") as listed below govern the sale of Goods and/or Services by Ellipsiz DSS Pte. Ltd. (Registration No: 199608234G) (the "**Seller**") and shall not be altered (or deemed to be altered) by any other terms and conditions appearing on the Buyer's purchase order or elsewhere, and shall apply to all quotations made and orders accepted by the Seller unless expressly agreed in writing by the Seller.

DEFINITIONS:

- a) "**Buyer**" means the person, company or other entity who purchases the Goods and/or Services from the Seller.
- b) "**Goods**" means any products including hardware, consumables and standard licensed Software sold by the Seller to the Buyer under these Conditions pursuant to the Purchase Order.
- c) "**Services**" means any standard support service to support the Goods, Software updates and maintenance, or training.
- d) "**Software**" means one or more computer programs and related documentation.
- e) "**Principals**" means key suppliers of the Seller where the Seller has been appointed as their authorised distributors of their products, or other third parties whereby the Seller obtained its supplies of goods for sale.
- f) "**Purchase Order**" means the Buyer's purchase order, order form or equivalent document of placement for Goods and/or Services issued by the Buyer.
- g) "**Seller**" means Ellipsiz DSS Pte. Ltd.

1. Formation of contract

- 1.1. Any Purchase Order issued to the Seller by the Buyer shall be accepted entirely at the sole and absolute discretion of the Seller, and, if so accepted, will only be accepted upon these Conditions.
- 1.2. Each Purchase Order which is so accepted shall constitute legally binding contract between the Seller and the Buyer upon which these Conditions shall apply.
- 1.3. These Conditions shall override any contrary terms or additional terms or conditions (if any) contained in or referred to in an order form or other documents or correspondence from the Buyer including the Purchase Order, and no addition alteration or substitution of these Conditions shall bind the Seller unless they are expressly accepted in writing by an authorised person to sign on the Seller's behalf.
- 1.4. The Seller may at any time assign or transfer any of its rights or obligations under these Conditions to any party upon notice to the Buyer.
- 1.5. The Buyer shall not be allowed to cancel or terminate any Purchase Order, request for suspension of manufacture or deferment of delivery except with the Seller's prior written consent. The Seller may (but not obliged to) consent to such cancellation, termination or suspension upon terms that will adequately compensate the Seller for all costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit. Cancellation charges shall be computed on the basis of the Seller's full costs, plus 100% of all engineering work, all work-in-process, all raw materials, all supplies, and/or commitments made by the Seller in connection with the Purchase Order.
- 1.6. Acceptance of the Purchase Order shall not constitute the Seller's acceptance of the Buyer's terms and conditions of purchase set out therein. Failure of the Seller to object to the terms and conditions in the Purchase Order shall not constitute the Seller's acceptance of the same. Any documents issued and presented to the Seller for signature are signed without prejudice to these Conditions. In the event that any of the terms and conditions set out in the Purchase Order (or such other documents or forms of the Buyer) is inconsistent or in conflict with any of these Conditions, these Conditions shall prevail to the extent of such inconsistency or conflict.

2. Specification of Goods

- 2.1. All Goods supplied by the Seller shall be in accordance with:
 - (i) the current edition of the relevant product description leaflet or equivalent as published by the Seller or its Principals as of the date of the Purchase Order (copies of which, if any, are available from the Seller upon the Buyer's request); and
 - (ii) additional specifications or descriptions (if any) expressly set out in the quotation of the Seller. Unless otherwise stated in the Seller's quotation, no other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Seller's quotation.
- 2.2. Goods obtained by the Seller from third-party sources for sale to the Buyer pursuant to any Purchase Order are returnable only if such Goods fail to meet the industry standard specifications for similar or like items.
- 2.3. Goods assembled by the Seller pursuant to the Buyer's specifications or instructions are returnable only if such Goods fail to meet the specifications and instructions as set out in the Seller's quotation.
- 2.4. The Buyer shall give notice in writing to the Seller of any defective or non-conforming Goods setting out the details within 15 days of receipt of the Goods failing which the Buyer's rights to such remedy is expressly waived. If notice is given within the period stipulated herein, then upon written approval by the Seller for return, such defective or non-conforming Goods may be returned by the Buyer at the cost of the Buyer.

TERMS AND CONDITIONS OF SALE

- 2.5. The Buyer shall give notice in writing to the Seller of any non-conformity regarding the type of items shipped or the quantity shipped within 24 hours after receipt of Goods failing which the Buyer shall be deemed to have accepted the Goods and accordingly, the Buyer shall pay the Seller for such Goods received in accordance the agreed price as stipulated in the Seller's invoice.
- 2.6. If replacement of the returned Goods are approved by the Seller in writing, the Buyer shall return the Goods to the Seller within 15 days of the Seller's written approval for return failing which such written approval of the Seller shall be deemed withdrawn by the Seller.
- 2.7. In any event, the Seller will not accept returned Goods without the Buyer's written statement, fully describing the alleged defect or non-conformity. If the Seller determines that the Goods are defective or non-conforming following the receipt of the written statement of the Buyer under this Condition 2.7, then at the Seller's option, the Seller may credit the Buyer for the cost or reduced cost thereof, return the Goods to the supplier for rework or replace the Goods. If the defective or non-conforming Goods are not as a result of the fault of the Seller, the Buyer shall be liable for the cost of rework or replacement and all associated costs therewith including but not limited to transportation and inspection fees of the Goods.
- 2.8. The Buyer acknowledges and agrees that no return Goods pursuant to these Conditions shall be accepted by the Seller without the express prior written authorisation by the Seller.

3. Acceptance of Goods

- 3.1. The Buyer shall be deemed to have accepted all the Goods upon delivery by the Seller to the address specified in the Purchase Order.
- 3.2. For Goods with installation included in the purchase price, acceptance occurs when the Goods passes the Seller's or the Principal's installation and test procedures. If the Buyer schedules or delays installation of the Goods by the Seller or the Principals for more than thirty (30) days after delivery date, acceptance of the Goods shall occur on the thirtieth (30th) day after delivery date.

4. Delivery and risk

- 4.1. Unless otherwise stated in the Seller's quotation, the selling price of the Goods and/or Services include delivery to the address specified in the Purchase Order, provided that the Seller shall be entitled to make an additional charge to cover any increase in transport costs occurring before the date of delivery.
- 4.2. Any time or date for delivery given in writing by the Seller to the Buyer is based on an estimation.
- 4.3. Risk in the Goods shall pass to the Buyer immediately upon delivery or upon collection or receipt of the Goods by the forwarder or transportation company appointed by the Buyer.
- 4.4. The Seller may, in its sole and absolute discretion, make drop shipments of the Goods to the Buyer's customers at the written request of the Buyer. The Buyer shall reimburse the Seller for all shipping charges and other expenses in connection therewith.
- 4.5. The Buyer shall, at its own expense, maintain the Goods and insure such Goods for the benefit of the Seller against theft, fire, water and any other risks of damage or loss to the Goods at the point of delivery of the Goods to the Buyer and until the title in the Goods has passed to the Buyer in accordance with Condition 5.4.

5. Title and payment

- 5.1. The Seller shall transfer the title in the Goods as it may have to the Buyer pursuant to Condition 5.4.
- 5.2. Payment terms are stated in the Seller's quotation or acknowledgement documentation, and are subject to change at the sole and absolute discretion of the Seller if the Buyer's financial condition or payment record warrants such change.
- 5.3. If the Buyer's outstanding balance with the Seller has reached or exceeded the credit limit granted by the Seller (if any), the Seller shall not be obligated to ship any Goods or deliver any Services until the Buyer pays any outstanding balance due to the Seller.
- 5.4. Title in the Goods shall not pass to the Buyer until the Buyer has fully paid the purchase price of the Goods to the Seller. Notwithstanding anything to the contrary, the Seller shall be entitled to sue for the purchase price once the payment for such Goods has become due and payable.
- 5.5. All late payment after due date shall be subject to additional interest charges or compensation to be determined by the Seller.

6. Storage

- 6.1. If the Seller is unable, through circumstances beyond its control (including without limitation lack of shipping instructions from the Buyer), to deliver the Goods within 14 days after notification to the Buyer that the Goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Buyer, whereupon delivery shall be deemed to have taken place, all risks in the Goods shall pass to the Buyer, and delivery to the Buyer of the relevant warehouse receipt shall be deemed to be delivery of the Goods for the purposes of Condition 4. All charges incurred by the Seller for storage and/or insurance shall be paid by the Buyer to the Seller within 30 days of submission of an invoice.

TERMS AND CONDITIONS OF SALE

7. Force majeure

- 7.1. The Seller shall not be under any liability for any failure to perform any of its obligations under the Purchase Order due to occurrence of any event of Force Majeure. Following notification by the Seller to the Buyer of any such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations. In the event the performance by the Seller of any of its obligations is rendered impossible by any event of Force Majeure for an uninterrupted period of 30 days, the Buyer agrees that the Seller shall be relieved from the performance of all of its obligations.
- 7.2. For the purposes of this Condition 7, "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, outbreak of diseases, rebellion, riot, sabotage, or official strike or similar official labour dispute, demands by any governmental authority, restraining orders of any judge or court, failures of suppliers or subcontractors, material shortages or events or circumstances outside the reasonable control of the party affected thereby.

8. Warranty

- 8.1. In respect of all Goods manufactured and/or supplied to the Seller by its Principals and/or other third parties for the purpose of the Purchase Order, the Seller will pass on to the Buyer (in so far as possible) the benefit of any product warranty given to the Seller by such third parties and will (on reasonable request) supply to the Buyer the relevant details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Buyer shall be solely responsible, to the entire exclusion of the Seller, for complying with all of the terms and conditions of warranty.
- 8.2. To the furthest extent permitted by law, the Seller's liability under these Conditions shall be to the exclusion of any and all liabilities to the Buyer whether contractual, tortious or otherwise for defects in the Goods or for any loss or damage to or caused by the Goods, and all other conditions, warranties, stipulations or other statements whatsoever concerning the Goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.
- 8.3. Except as provided in writing to the Buyer, the Seller specifically and expressly disclaims all warranties (whether expressed or implied) including warranties in respect of merchantability and fitness for its intended purpose for the Goods supplied that are assembled, modified, tailored or customised pursuant to the Buyer's specifications or instructions.
- 8.4. Except as authorised by the Seller or its Principal in writing, the Buyer shall not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.
- 8.5. The Buyer acknowledges that all Goods sold are subject to the license terms of the Seller or its Principal's or third party (as the case may be).
- 8.6. Except as otherwise provided in these Conditions, the Seller shall have no liability to the Buyer in the event that the Goods to be supplied or supplied under the Purchase Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods); the Seller gives no warranty that the Goods to be supplied or supplied under the Purchase Order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any), whether express or implied, by statute, at common law or otherwise howsoever, are hereby expressly excluded.

9. Indemnification

- 9.1. The Buyer shall indemnify, defend and hold the Seller and/or its Principal harmless against any and all losses, damages, claims, demands, actions, costs (including legal or attorneys fees on a full indemnity basis), charges, expenses and liabilities of whatsoever nature incurred by the Seller and/or its principal arising directly or indirectly out of or in connection with:
- (i) compliance by the Seller with any of the Buyer's specifications or instructions in respect of the Goods if so accepted by the Seller under the Purchase Order;
 - (ii) any use of the Goods in a manner or for a purpose which have been specifically and expressly prohibited in writing by the Seller or its Principals; and/or
 - (iii) any infringement which is due to the use of such Goods in association or combination with any other products of the Buyer.

TERMS AND CONDITIONS OF SALE

10. Modification

- 10.1. No waiver, alteration or modification of any of provision contained herein shall be valid unless made in writing and signed by an authorised person of the Seller.

11. Confidentiality

- 11.1. Both the Seller and Buyer shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the Goods, the Services and/or the Purchase Order.
- 11.2. The confidentiality obligation under this Condition 11 shall not apply in the case where: (i) disclosure is required pursuant to any requirement of laws, regulations or rules (including the requirement of the relevant stock exchange); (ii) disclosure is required for the purpose of performing the party's obligations contemplated under the Purchase Order; and (iii) such information has become public information through no default of that party.

12. Economic loss

- 12.1. Notwithstanding anything contained in these Conditions and to the furthest extent permitted by law, in no circumstances shall the Seller, its subcontractors or its Principals be liable to the Buyer, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatsoever the cause thereof:
- (i) for any loss of profit, business, contracts, revenues, or anticipated savings, injury to reputation, loss of customers or any other matters; or
 - (ii) for any special indirect or consequential damages of any nature whatsoever.

13. Limitation of liability

- 13.1. Notwithstanding anything contained in these Conditions, the Seller's liability to the Buyer in respect of the Purchase Order, in contract, warranty, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the Goods specified in the Purchase Order or the invoice of the Seller, whichever the lower.

14. Applicable law

- 14.1. These Conditions shall be governed by the laws of Singapore and all parties agree to submit to the exclusive jurisdiction of the Singapore courts in respect of any dispute arising.

15. Severability

- 15.1. The invalidity or unenforceability of any particular provision, or parts of any provision, of these Conditions shall not affect the other provision or parts hereof, and these Conditions shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

16. Entire agreement

- 16.1. These Conditions set out the entire agreement between the Seller and the Buyer in relation to the Goods and/or Services covered, hereby supersede any prior agreements or understandings between the parties, whether oral or in writing.

17. Non-Assignment

- 17.1. The Buyer may not assign its rights of receiving goods from the Seller without the prior written consent of the Seller. Such consents, if given, shall not relieve the Buyer of its primary obligation of payment.

18. Notice

- 18.1. Notice shall be deemed effective when received or refused if sent to the other party at the address provided on the accompanying quotation by pre-paid, certified mail, return receipt or verification of delivery requested.