

Sales and Delivery Conditions of HARTING Singapore Pte Limited (“Supplier”)

for Business Use

I. General terms and conditions

1. The subsequent sales and delivery conditions shall apply to all agreements concluded between the person to whom an order or confirmation is addressed (“Customer”) and the Supplier and obligations resulting from them. They shall also apply to all future transactions even though they may not have been explicitly agreed again. Any and all terms and conditions of the Customer are herewith explicitly objected to. Differing terms and conditions of the Customer (except additional provisions specifying quantity and shipment instructions) which the Supplier has not explicitly accepted shall not be binding on the Supplier even though they may not have been explicitly objected to. The subsequent sales and delivery conditions shall also apply in cases where the Supplier carries out the order without any reservations but in the knowledge of contrary or differing terms and conditions of the Customer. The parties shall confirm in writing the conclusion of contracts and agreements as well as collateral arrangements which have not been made in writing, especially in such cases where they differ from these sales and delivery conditions.

2. These sales and delivery conditions shall also apply to sales made on the basis of a trade term, in particular the Incoterms. Where deliveries are made on the basis of one of the Incoterms, those Incoterms in force shall apply. In the event of conflict, these sales and delivery conditions or other explicit agreements shall prevail.

3. Where an order has been made by the Customer, such order will be construed to be and the Supplier shall be entitled to accept such offer within a period of two from the original date of the order. No order shall be binding on the Supplier unless expressly accepted and/or agreed to by the Supplier on an individual basis.

II. Extent of Delivery Obligations

1. The Supplier shall retain all rights as to title and copyright in regard to all documents such as calculations, pictures or drawings which have been provided to the Customer in connection with the negotiation or the performance of the contract. This shall also apply to such written documents which are labelled “confidential” or which have confidential content. Offers and relating documentation shall not be made accessible to third parties unless the Supplier has given its prior written consent. Documents, drawings and samples etc. relating to the offer shall be returned to the Supplier upon demand.

2. The Supplier shall be entitled to supply goods and services in parts at all times whenever this is reasonably acceptable to the Customer. Where small amounts are ordered, the Supplier shall have the right to increase the delivery amount to the smallest packaging unit whenever this is reasonably acceptable to the Customer. Additionally, for custom-made deliveries variations of up to 10 % more or less of the amounts ordered are binding on the Customer. Where partial deliveries of certain quantities have been agreed this also applies to the respective partial delivery.

III. Shipping/Packaging

1. Loading and shipping shall be carried out uninsured and at the risk of the Customer (“ex works”). The Supplier shall make best efforts, but without any obligation to do so, to take into consideration the Customer’s wishes and interests with regard to the manner of shipment and the delivery route. Any additional costs arising as a result of that shall be borne by the Customer even if it has been agreed that the Supplier shall bear freight costs. The notice that goods are ready for shipment shall be equivalent to the actual shipping of [Ann: “shall be deemed delivery of the”] goods.

2. Upon the Customer’s request packaging of the goods shall be carried out with greatest care and shipping to the best of the Supplier’s judgment, yet there shall be no corresponding contractual obligations for the Supplier. In this case the Customer shall bear the costs.

3. Where shipping or delivery is delayed due to a fault of, or a reason attributable to, the Customer, the Supplier shall store the goods for the Customer at the Customer’s risk and cost. In this case consideration for the storage shall be at least 1 % of the invoiced amount for each month having commenced or such other amount incurred by the Supplier for storage, whichever is higher, the payment obligations starting with the month which follows the month in which notice is given that the goods are ready for shipment.

4. Upon the Customer’s request and at the Customer’s cost, the Supplier shall insure the delivery against loss, breakage, transport and fire damage. In any event, the Supplier shall be under no obligation to give notice to the Customer under Section 32(3) of the Sale of Goods Act (Cap 393).

5. Packaging material for transport and all other packaging may not be returned to the Supplier unless the Supplier specifically requests from the Customer for the return of any such packaging and such request is made upon, or at any time before, delivery. Where the Supplier has not requested for any packaging to be returned, the Customer shall dispose of the packaging material at its own expense.

IV. Prices

1. Unless otherwise agreed in writing, prices shall only apply to confirmed orders and are ex works and excluding packaging. Prices quoted in Euros, USD or the applicable local currency are not inclusive of any taxes including any value added tax or goods and services tax that may be applicable. All payments by the Customer shall be made in full without deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise) unless the deduction or withholding is required by law, in which event the Customer shall pay to the Supplier such additional amount so that the net amount received by the Supplier will equal the full amount which would have been received by it has no such deduction or withholding been made.

2. In cases where the agreed period for delivery exceeds two months from the time of the conclusion of the contract, the Supplier shall have the right to adjust prices if after the conclusion of the contract costs have increased or decreased, especially as a result of collective bargaining agreements or changes in the price of material.

V. Payment Conditions/Set-offs/Rights of Retention

1. The purchase price shall be due within 10 days from the date of the Supplier sending out the invoice (date of the invoice) to the Customer, unless agreed otherwise. If the Customer does not pay within the said period, it shall be considered to be a default in payment.

2. In the case of default in payment the Supplier shall be entitled to claim default interest at the rate of 8 % per annum on all outstanding amounts. If the Customer does not pay when the purchase price is due but where there is no default, the Supplier shall be entitled to maturity interest, which shall be 2 % per annum.

3. Bills of exchange shall only be accepted if explicitly agreed, subject to them being discountable. All charges relating to the presentation of the bill of exchange shall be paid by the Customer without deduction within 8 days after notification of their amount. Any and all bills of exchange and cheques are only accepted on condition that payment can be obtained from them.

4. The Customer shall only have rights of set-off and retention where its counterclaims have been finally decided upon in the Customer’s favour by an arbitration award or court decision, as the case may be, to which no appeal lies or where its counterclaims are either not disputed or have been acknowledged by the Supplier. Moreover, the right of retention may only be asserted where the counterclaim is based on the same contractual relationship.

VI. Passing of Risk

1. The risk of accidental damage to or loss of the contract item shall pass to the Customer upon handing over of the ready-to-ship delivery in an orderly manner to the Customer, its agent or any person who the Customer uses to perform its obligations. This shall also apply in cases where free shipment has been agreed.

2. In cases of delays in shipping or receipt of the delivery by the Customer which are due to the fault of, or attributable to, the Customer, the risk of accidental damage or loss shall pass to the Customer on the day of the order being ready for shipment and shall remain with the Customer for the duration of the delay. The Supplier shall, however, be obliged to procure adequate insurance upon demand and at the cost of the Customer.

3. Apart from that the risk of accidental loss or damage shall pass to the Customer upon default in payment or default in acceptance.

4. Where Software within the meaning of Clause XII of these sales and delivery conditions has been passed on by means of electronic communication (for example via the internet) risk shall pass upon the Software leaving the Supplier’s sphere of control (i.e. once the Customer clicks the download icon).

VII. Retention of Title

1. Title to the goods shall remain with the Supplier (Retention Of Title Goods) until all the Supplier’s claims out of the business relationship with the Customer have been fully settled, including payment of all amounts due and owing.

2. Until such time as the title in the Retention of Title Goods passes to the Customer, the Customer shall hold the Retention of Title Goods as the Supplier’s fiduciary agent, and shall keep the Retention of Title Goods separate from those of the Customer and third parties and properly stored, protected and insured (in an amount which is not less than the price payable to the Supplier therefor) and identified as the Supplier’s property. Until that time, and subject to Clause VII Sub-Clause 3 below, the Customer shall be entitled to resell or use the Retention of Title Goods in the ordinary course of business as long as the Customer fulfills its obligations out of the contractual relationship with the Supplier and is in particular not in default in payment. The Customer shall account to the Supplier for the proceeds of sale or otherwise thereof, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds stored, protected and insured as aforesaid.

3. The Customer agrees to assign herewith to the Supplier the sales proceeds arising from the sale of Retention Title Goods (“Assigned Receivables”). In the event the Customer defaults in providing an account of the proceeds of sale of the Retention of Title Goods or upon the occurrence of any of the events referred to in Clause XIII, then the Supplier may demand that the Customer provides all information relating to the Assigned Receivables (including without limitation information relating to the debtors) to enable to Supplier to collect the Assigned Receivables or enforce the assignment and if required by the Supplier, to serve notice on such debtors to notify them of the aforesaid assignment.

4. Until such time as the title in the Retention of Title Goods passes to the Customer (and provided the Retention of Title Goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the Retention of Title Goods to the Supplier and, if the Customer fails to do so

forthwith, to enter upon any premises of the Customer or any third party where the Retention of Title Goods are stored and repossess the same.

5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Retention of Title Goods which remain the property of the Supplier but, if the Customer does so, all moneys owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

6. Any processing or transformation of the Retention Of Title Goods shall in each case be carried out for the Supplier. In cases where the Retention Of Title Goods are processed or combined with other items not owned by the Supplier, the Supplier shall become the co-owner of the new item in a proportion which corresponds with the value of the respective Retention Of Title Good (final amount of the invoice, including applicable value added tax or goods and services tax, if any) as compared to the value of the other processed or combined item at the time of the processing or combining. To the new item arising out of the processing or the combination the same shall apply as to the Retention Of Title Good.

7. In the case of any Retention Of Title Goods being intermixed with other items not owned by the Supplier in such a way that they cannot be separated the Supplier shall become the co-owner of the new item in a proportion which corresponds with the value of the respective Retention Of Title Good (final amount of the invoice, including applicable value added tax or goods and services tax, if any) as compared to the value of the other intermixed items at the time of the mixing. Where in the event of intermixing or combining the Customer’s item shall be considered the principal item, the Customer and the Supplier agree that the Customer shall transfer co-ownership of it proportionately. The Supplier hereby accepts this transfer. The Supplier’s sole or co-ownership arising from this shall be kept in safe custody by the Customer for the Supplier free of charge. For the purpose of security the Customer shall also assign such receivables that arise against a third party from the combination of the contract item with real property.

8. The Customer shall handle the Retention Of Title Goods with care, keep them away from other goods and insure them sufficiently against loss, in particular loss as a result of fire, water or theft.

9. The Customer shall promptly inform the Supplier of all enforcement steps by third parties in the Retention Of Title Goods, any assigned receivables and any other security, and shall submit all documentation necessary for an intervention. This shall also apply to any other interference. The costs for out of court actions to achieve the release and repatriation shall be borne by the Customer. This shall also apply to the costs for a justified court intervention where such costs cannot be recovered from third parties.

VIII. Delivery Periods, Default in Delivery, Force Majeure, Default in Acceptance

1. Delivery dates or periods that have not been explicitly agreed as binding shall not be binding on the Supplier. Delivery periods given by the Supplier shall only commence once technical questions have been solved and there is written agreement regarding the details of the order. The Customer shall fulfill its obligations in an orderly and timely fashion, in particular supply necessary documentation and provisions in time, grant clearance and other consents and fulfill agreed payment plans and the Supplier shall not be required to make arrangements for delivery unless and until the Customer has fulfilled all such obligations.

2. In case of force majeure such as but not limited to fire, war and strike and of all other unforeseeable and unavoidable harmful events which are not the responsibility of the Supplier, the delivery period shall be extended accordingly. This shall also apply in the event of late deliveries of essential raw and production materials and that of other components unless the delay is the Supplier’s responsibility. In all such cases the Supplier shall inform the Customer promptly of the delay. Where the foregoing circumstances change the economic significance of the contract or the content of the contractual obligations in a major way or where they affect the business of the Supplier significantly or where it is becoming clear that the contract cannot be fulfilled for factual reasons, the contract shall be adapted accordingly. Where this is not economically justifiable, the Supplier shall have the right to rescind the agreement in full or in part. In the knowledge of the significance of this event, the Supplier shall promptly inform the Customer of its intention to rescind, even in cases where it has initially agreed an extension of a delivery period with the Customer. All claims for damages because of such a rescission shall be excluded.

3. The provisions in Clause XI shall apply accordingly to the Supplier’s liability for default in delivery. All further Customer claims and rights other than claims for damages because of a default in delivery shall remain unaffected.

4. Where the Customer is in default in acceptance the Supplier is entitled to demand damages for any loss arising and any additional expenses incurred. The same shall apply where the Customer intentionally or negligently violates obligations to cooperate.

IX. Receipt and Performance

1. Ordered items, especially products specific to the Customer, shall be received or accepted by the Customer even in cases where they have minor discrepancies unless these discrepancies affect the functionality of the item.

2. Where delivery is agreed “ex works”, notice to the Customer that the goods are ready for shipment shall be deemed performance of the delivery agreement. Where delivery is agreed “free of charge” the delivery agreement shall be deemed performed once the items have been handed over to the Customer or the persons the Customer uses to perform its obligations.

X. Warranties

1. The Customer shall examine all incoming deliveries from the Supplier and shall notify the Supplier of all defects promptly (in any event not later than 2 weeks from the date of receipt of the goods) after receipt of the goods and/or the discovery of the defect.

2. Guarantees shall only be deemed as such where they have been described as such and may unmistakably be recognised as such.

3. In cases where the item sold shows a defect, the Supplier shall at its discretion be entitled to either rectify the item or to supply a new item which is free of defects within a reasonable period of grace (corrective performance). Where the Supplier chooses rectification it shall bear all expenses incurred hereby, in particular transport, driving, labour and material costs to the extent these are not being increased by the contract item having been brought to another place than the place of performance. If the Customer has incorrectly notified a defect, the Supplier shall be entitled to recover all loss and expenses from the Customer where there is no defect but the cause of the notified symptom lies in the Customer’s own sphere of responsibility.

4. Where the corrective performance has not been carried out within an acceptable period of grace, the Customer may rescind the contract or may lower the consideration; any claims for damages in accordance with Clause XI shall not be affected by the foregoing.

5. Claims for damages on the basis of Sub-Clause 4 above shall be limited to the foreseeable loss that is typically to be expected.

6. There shall be no claims for defects where the discrepancy from the agreed condition is insignificant (in the Supplier’s opinion), where the impairment of use is insignificant (in the Supplier’s opinion), where there is normal wear and tear or where damages arise after the passing of risk as a consequence of incorrect or careless handling, excessive operational demands, unsuitable equipment or as a consequence of special exterior influences which in the agreement were not assumed and also where there are Software defects that cannot be reproduced. Where the Customer or third parties have carried out amendments or repair work in an incorrect manner, no claims for defects may be made for these and their results.

7. In cases where the Customer is entitled to claim performance on the one hand and to rescind the contract or to claim damages in lieu of performance and/or reimbursement of expenses on the other hand, the Supplier can request the Customer to exercise its rights within an acceptable period of grace set by the Supplier. Where the Customer does not exercise its rights within such period of grace, it can only exercise its rights to damages in lieu of performance and/or rescission after it has set another acceptable period of grace.

8. For Software that has been provided for an unlimited period in accordance with Clause XII of these sales and supply conditions the following shall additionally apply:

Only such discrepancies from the specification shall be defects that can be proven and reproduced by the Customer. No defect shall be assumed where it does not appear in the version of the Software last provided and the use of the Software can reasonably be expected from the Customer. The defect and the data processing environment in which it appears shall be described herein as accurately as possible.

No claims for defects shall be assumed

-where there are only insignificant (in the opinion of the Supplier) discrepancies from the agreed condition;

-where there are only insignificant (in the opinion of the Supplier) impairments of use;

-for losses resulting from incorrect or careless handling by the Customer or by third parties;

-for losses resulting from special exterior influences which have not been assumed in the contract;

-for amendments that have been carried out by the Customer or by third parties and for the consequences arising from them;

-for extensions of the Software made by the Customer or by third parties beyond the interfaces provided by the Supplier;

The Supplier shall not be liable for the provided Software being compatible with the data processing environment used by the Customer unless the Supplier has previously examined it and has explicitly confirmed the Software’s compatibility with and functionality for it.

Unless the Supplier does not choose another way of corrective performance, the corrective performance shall be carried out by rectification of the Software defect as follows:

(aa) The Supplier shall provide a new update or a new upgrade of the Software if available to the Supplier or reasonably procurable by the Supplier. If the Supplier has granted the Customer a multi-user-licence, the Customer shall be entitled to make copies of the update or upgrade provided for the rectification of the defect in an amount that corresponds to the number of users in the multi-user-licence.

(bb) The Supplier shall make available to the Customer an interim solution until an update or upgrade to circumvent the defect can be provided as long as this is possible by showing reasonable efforts and the Customer would otherwise not be able to attend to urgent matters.

(cc) Where the data carrier or documentation provided is defective, the Customer can only require that the Supplier replaces it by a data carrier or documentation free of defects.

(dd) The rectification of the defect shall, at the discretion of the Supplier, be carried out at the Supplier's or the Customer's premises. If the Supplier chooses rectification at the Customer's premises, the Customer shall provide hard-and software, other operating conditions (including necessary machine time) with suitable personnel. The Customer shall provide the Supplier with all documentation and information that it holds and that are necessary for the rectification of the defect.

9. Where the Customer has notified the Supplier of a defect it is entitled to withhold payments that are in an adequate proportion to the defect which has been notified. The Customer is only entitled to withhold payment where it has notified a defect which is not excluded hereunder and the existence of which cannot be doubted.

10. Apart from that, Clause XI shall apply to claims for damages. Any claims of the Customer against the Supplier or the persons it uses to perform its obligations for defects other than those set out in this Clause X are excluded.

11. A period of limitation of 12 months commencing upon the passing of risk shall apply to all Customer's claims and rights because of defects, including claims for damages because of defects. The foregoing, however, shall not apply where statutory provisions constitute longer limitation periods.

XI. Claims for damages

1. All claims for damages and claims for the reimbursement of expenses (hereafter collectively: Claims For Damages), no matter on what legal basis, in particular those based on the breach of contractual obligations and tort are excluded if they exceed the liability that is set out in these sales and supply conditions.

2. Without prejudice to the provisions of Sub-Clause 1 of Clause X above, the Supplier warrants that the goods will be free from defects in material and workmanship, subject to the following conditions:

(aa) the Customer shall be responsible for ensuring that the goods are fit for purpose for which it wishes to use them and the Supplier gives no warranty (and none shall be implied) that the goods are fit for any particular purpose;

(bb) the Supplier shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer;

(cc) the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Supplier's prior written approval;

(dd) the Supplier shall be under no liability if the total price for the goods has not been paid by the due date for payment;

(ee) the Supplier shall be under no liability for parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer on such parts, material and equipment to The Supplier;

(ff) no attempt shall have been made by the Customer or by any third party to remedy any defect before, if so required by the Supplier, the goods in question shall have been returned to the Supplier for inspection; and

(gg) the goods in question shall have been serviced and maintained properly and in accordance with the Supplier's recommendations and shall not have been fitted with any parts, components and/or accessories other than those manufactured or recommended by the Supplier.

3. Where any valid Claim For Damages is made by the Customer in respect of the matters listed in Sub-Clause 2 above, the Supplier shall, at its option, repair or replace the defective goods, free of charge, or refund to the Customer the price of the defective goods, but the Supplier shall have no further liability to the Customer in respect of the claim.

4. Except as expressly provided in hereunder or the fullest extent permitted by the law, the Supplier shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer.

5. Insofar as the Customer is entitled to Claims For Damages in accordance with this Clause XI these are subject to a limitation period of one year. For all Claims For Damages that are based on personal injuries, the statutory periods of limitation shall apply

6. Where the liability for the Customer's Claims For Damages has been excluded or limited, such exclusion or limitation shall also apply to the acts or omissions of employees, staff, representatives and persons the Supplier uses to perform its obligations.

XII. Software use, software supply

1. Where Software is purchased with the order a non-exclusive right to use the Software in accordance with the term of licence accompanying it. The Software is provided for use on the supplied contract item. The use of the Software on more than one system is prohibited. The right of use is limited to the agreed period of time, if there is no such agreement the right of use shall be for an unlimited period of time.

2. All other rights to the Software and the documentation including its copies shall remain with the Supplier or its software supplier. The Customer shall not be entitled to grant any sub-licences.

3. This Clause XII shall solely apply to the provision of standard Software which is provided for use as part of or in connection with a delivery of related hardware (hereafter: Software) as well as to the overall delivery if a breach of contractual obligations or a default in performance is caused by the Software. Apart from that for hardware the other provisions of these sales and supply conditions shall apply exclusively. For firmware the provisions for Software as set out in this Clause XII shall not apply.

4. Unless otherwise expressly agreed in the contract with the Customer the Supplier shall not take on any obligation to provide Software servicing. These shall require a separate agreement.

5. Where documentation is provided, the term "Software" shall hereafter also include the documentation in the contractually agreed format.

6. If the right of use has been granted for a limited period of time, the following provisions shall additionally apply: The Customer shall only use the Software with the hardware referred to in the contractual documentation (e.g. software product note), and if there is no such reference only with the hardware supplied together with the Software. The use of the Software with other devices shall require the explicit written consent of the Supplier and shall in the case of the Software being used with a more powerful device lead to a claim of the Supplier for an adequate additional consideration; this shall not apply where and as long as the Customer temporarily uses the Software with a replacement device to the agreed extent because of a defect of the agreed device.

7. The Software shall only be provided in a machine-readable format (object code) unless otherwise agreed or if the provision of Software in source code is agreed because open-source software is incorporated in accordance with Clause XII Sub-Clause 12.

8. The Customer may only make a copy of the Software which exclusively serves back-up purposes (back-up copy). Apart from that the Customer may only copy the Software where a multi-user-licence is in place in accordance with Clause XII Sub-Clause 13.

9. Except for decompilation, the Customer is not entitled to amend the Software, to reverse engineer it, to translate it or to remove parts of it. The Customer may not remove alphanumeric and other identifications from the data carrier and shall copy them unchanged to every back-up copy. Apart from that, the Customer is only entitled to copy, to rework, to translate or to change the Software from the object code into the source code in accordance with statutory provisions, if any. The Customer may not remove or amend the manufacturer information, in particular copyright notices, unless the Supplier has given its prior express consent.

10. The Customer may only pass on its right of use to the Software to third parties together with the devices or the data carrier with which it has purchased the Software from the Supplier. In the case of a transfer of the right of use to third parties, the Customer shall ensure that the third party shall not be granted any further rights of use to the Software than those to which the Customer is entitled according to this Clause XII and that the third party shall as a minimum assume the obligations regarding the Software that are set out in sales and supply conditions. In this case the Customer shall not retain any copies of the Software. Where the Customer provides the Software to a third party the Customer is responsible for the compliance with any export obligations and shall indemnify the Supplier against any such obligations.

11. Where the Customer has been provided with Software for which the Supplier only has a right derived from third parties (Third Party Software) the terms of use between the Supplier and its licensor shall apply additionally to this Clause XII and shall take precedence over them.

12. Where and to the extent the Customer is provided with open source software, the rights of use that the open source software is subject to its terms of use which shall apply in addition to the provisions of this Clause XII and shall take precedence over them. The Supplier shall upon the Customer's demand provide it with the source code if the rights of use provide for the handover of the source code. In these cases the Supplier shall refer to the existence and the terms of use of Third Party Software and open source software provided and shall make them available upon request. If the Customer breaches these terms of use the Supplier and its licensor shall both be entitled to assert any rights and claims arising from this in their own name.

13. The use of the Software on various devices or at several workplaces at the same time shall require a right of use to be granted separately. The same shall apply where the Software is used in networks even though this may not involve the copying of the Software. In these cases (hereafter: Multi-User-Licences) the following provisions in lit (aa) and (bb) shall apply in addition to the foregoing provisions of this Clause XII and shall take precedence over them:

(aa) A Multi-User-Licence shall require an explicit written confirmation by the Supplier regarding the number of permitted copies which the Customer may create from the Software provided and regarding the number of devices or workplaces at which the Software can be used. For Multi-User-Licences to Software where the period of use has been limited, the Multi-User-Licences may only be transferred to third parties by the Customer if they are transferred collectively and including all devices on which the Software may be used.

(bb) The Customer shall observe the guidelines as to copying that are provided by the Supplier together with the Multi-User-Licence. The Customer shall make records of the location of all copies and shall present these to the Supplier upon demand.

XIII. Events of Default and Termination

1. If any one or more of the following events (each an "Event of Default" and together "Events of Default") occur:

(aa) the Customer fails to observe or perform any of its obligations hereunder and fails to remedy such breach (if remediable) within 14 working days of the Supplier's notice to do so;

(bb) the Customer fails to observe or perform any of its obligations hereunder and such breach, in the opinion of the Supplier, is not remediable;

(cc) the Customer shall refuse to take delivery or collect any of the goods in accordance with these sales and supply conditions;

(dd) an encumbrancer takes possession of, or a trustee or administrative or other receiver or similar officer is appointed in respect of, all or any material part of the business or assets of the Customer, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within 7 days of being levied, enforced or sued out;

(ee) the Customer shall have a receiver or judicial manager appointed of it or over any part of its undertaking or 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 shall have a winding up petition presented against it and such petition is not withdrawn or dismissed within 30 days of the date of its service on the Customer or a court of competent jurisdiction shall make an order to that effect;

(ff) the Customer shall become subject to a judicial management order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business;

(gg) the Customer shall become insolvent, bankrupt and/or is deemed to be unable to pay its debts as defined in the Companies Act (Chapter 50);

(hh) the Customer shall go into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation or an order of court is made for its compulsory liquidation or shall have a receiver, receiver and manager, judicial manager or similar officer appointed in respect of any substantial part of its assets; or

(ii) the Customer shall compound or make any composition or arrangement with any of its creditors; or

(jj) the Supplier reasonably determines that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

without prejudice to any rights or remedies available to it under these sales and supply conditions or otherwise, the Supplier shall be entitled, in its absolute discretion and upon giving to the Customer written notice of its intention to do so, to:

(1) terminate any agreement with the Customer wholly or in part or to withhold or vary performance of all or any of its obligations thereunder or under these sales and supply conditions; and/or

(2) if any goods have been delivered but not paid for, the price for such goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

XIV. Samples and Customer documentation

1. Samples shall only be provided against consideration unless otherwise agreed and shall, moreover, only serve as approximate examples.

2. Where the Customer provides drawings, documents and other information it is the Customer's responsibility that the contractual use of these drawings, documents and information does not breach any intellectual property rights of any third parties.

XV. Condition, end-use declaration

1. The conclusion of the individual contracts and the respective performance of the contracts by the parties shall be subject to the condition that they do not infringe any national or international laws especially export control provisions- and licences. The Customer shall be responsible for complying with all relevant laws and regulations governing the importation of goods into the country of destination and the payment of any duties thereon.

2. Upon request, the Customer is obliged to provide declarations of end-use for the ordered goods and products in accordance with applicable export control provisions.

XVI. Place of performance, place of jurisdiction, applicable law

1. The place of performance for all obligations including returns, shall be Singapore unless otherwise agreed.

2. This contract is made in Singapore and shall be governed and construed in accordance with the laws of Singapore and the Customer and the Supplier agree to submit to the non-exclusive jurisdiction of the Singapore courts.

XVII. Dispute Resolution

1. Subject to Sub-Clause 2, any dispute as to any matter arising under, out of, or in connection with any agreement signed between the Supplier and the Customer to which these sales and supply conditions apply shall be referred to and determined by arbitration at the Singapore International Arbitration Centre ("SIAC") and in accordance with its International Arbitration Rules ("Arbitration"). In any such Arbitration, the tribunal shall consist of one arbitrator, the seat of the Arbitration shall be Singapore and the language of the Arbitration shall be English.

2. Without prejudice to Sub-Clause 1 above, the Supplier shall have the right to elect that any dispute as to any matter arising under, out of, or in connection with any agreement signed between the Supplier and the Customer to which these sales and supply conditions apply be referred to Arbitration as provided under Sub-Clause 1 or to have the dispute referred to and finally resolved by the courts of Singapore and the Parties agree to submit to the non-exclusive jurisdiction of the Singapore Courts.

XVIII. Transferability of contract

The Customer may only transfer its contractual rights to third parties upon the Supplier's prior written consent.

XIX. Contract (Rights of Third Parties Act)

A person who is not a party to the agreement between the Supplier and the Customer shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enjoy or enforce any of its terms or any of the terms and conditions contained herein.

State: October 2009