

**1. GENERAL**

- 1.1 These general terms and conditions (the "Terms and Conditions") shall apply to and govern the (i) sale and supply of cables and pipes sealing products (the "Goods"), and (ii) provision of inspection and training services (the "Services"), by Roxtec Singapore Pte Ltd (hereinafter "Roxtec").
- 1.2 These Terms and Conditions, together with the Order Confirmation to which these Terms and Conditions accompany or are attached, shall form the entire agreement between Roxtec and the customer identified on the Order Confirmation (hereinafter the "Customer" and, together with Roxtec, the "Parties") for the (i) sale by Roxtec and the purchase by Customer of the Goods in the quantities specified in the Order Confirmation, and/or (ii) the provision of the Services specified on the Order Confirmation by Roxtec, on the terms and conditions of these Terms and Conditions and the Order Confirmation (such agreement, the "Contract").
- 1.3 The terms of the Terms and Conditions and the Order Confirmation shall apply to the sale and purchase of the Goods and/or the provision of the Services pursuant to the Contract, to the exclusion of all other terms and conditions, including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or any other document whatsoever.
- 1.4 The Contract represents the entire understanding between the Customer and Roxtec concerning the sale and supply of the relevant Goods and/or the provision of the relevant Services, and shall form the exclusive statement of all the matters covered by the Contract. Any and all previous course of dealings, understanding, discussions, representations, correspondence and communications between the Parties, whether written or oral, relating to the matters covered by the Contract are hereby superseded.
- 1.5 No alteration or amendment to the Contract shall be valid unless such alteration or amendment is reduced to writing and signed by the duly authorized representatives by both Parties.
- 1.6 Any description or specification contained in Roxtec's catalogues, samples, or other advertising is intended only to present a general illustration of the Goods and will not constitute part of the Contract.

**2. CONTRACTS**

- 2.1 The Customer may place an order for any Goods and/or Services by submitting purchase orders to Roxtec. Each purchase order shall constitute an invitation to treat by the Customer, and shall not have legal force or effect.
- 2.2 Roxtec may from time to time, and at Roxtec's sole discretion, issue an order confirmation in respect of any purchase orders submitted by the Customer (the "Order Confirmation").
- 2.2.1 Each Order Confirmation shall constitute an offer by Roxtec to (i) sell the Goods and/or (ii) provide the Services, as may be specified in such Order Confirmation, on the terms of these Terms and Conditions and the Order Confirmation.
- 2.2.2 Roxtec shall not be obliged to (i) deliver, ship and/or supply any Goods, and/or (ii) provide any Services to the Customer until and unless Roxtec has received the Customer's written acceptance of the Order Confirmation.
- 2.2.3 Without prejudice to Section 2.2.2, the Customer shall be deemed to have accepted the Order Confirmation and Terms and Conditions in full if (i) the Customer takes delivery of any Goods comprised in such Order Confirmation, and/or (ii) any Services comprised in such Order Confirmation are performed by Roxtec.
- 2.2.4 Each Order Confirmation which is accepted by the Customer shall constitute a distinct and separate Contract between the Parties.
- 2.3 Except as otherwise expressly indicated in these Terms and Conditions, in the event of any inconsistency or conflict between the provisions of the Terms and Conditions and any Order Confirmation, the provisions of the Order Confirmation shall prevail to the extent of such inconsistency or conflict.
- 2.4 The Customer may not cancel or change the Contract unless Roxtec has consented to such cancellation or change in writing. Roxtec reserves the

right to charge Customer all costs associated with the cancelled or changed Contract and, in addition, a reasonable cancellation fee.

**3. DELIVERY TERMS FOR GOODS**

- 3.1 Unless otherwise specified by Roxtec, the supply of the Goods under the Contract (if any) shall be governed by either EXW or DAP Incoterms (according to the Incoterms 2010 published by the International Chamber of Commerce) ("Incoterms 2010"). The applicable Incoterms for a particular Contract shall be as indicated in the Order Confirmation for the Contract. In the absence of any such indication, the EXW Incoterms shall apply.
- 3.2 In the event of an inconsistency or conflict between the provisions of a Contract and that of the applicable provisions of Incoterms 2010, the provisions of the Contract shall prevail to the extent of such inconsistency or conflict.
- 3.3 Delivery of the Goods by Roxtec to the Customer shall be deemed to have been effected upon:
- 3.3.1 (if the Goods are delivered EXW) the Goods being made available at Roxtec's premises for Customer's collection; or
- 3.3.2 (if the Goods are delivered DAP) delivery of the Goods to the delivery location stated on the Order Confirmation.
- 3.4 The Customer acknowledges that Roxtec's liability to deliver the Goods to the Customer is subject to the availability of the Goods from Roxtec's usual source of supply. The Customer further acknowledges that Roxtec retains sole and absolute discretion as to the order of priorities in which any Goods are delivered to Roxtec's customers.
- 3.5 If the Customer fails to accept delivery of the Goods when tendered, without limiting any other right or remedy available to Roxtec, Roxtec may at its sole and absolute discretion:
- 3.5.1 store the Goods until actual delivery and charge Customer for the reasonable costs incurred during such period (including insurance for storage); or
- 3.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses, and interest charges) account to the Customer for any excess over the Price, or charge Customer for any shortfall below the Price.
- 3.6 Time for delivery shall not be of the essence. Roxtec may deliver the Goods under the Contract by instalments. Roxtec shall not be liable to the Customer for any loss or damages incurred as a result of any delay, and the Customer shall not be entitled to cancel or terminate the Contract on the grounds of any such delay.
- 3.7 The Customer shall examine the Goods immediately upon delivery and shall, within ten (10) days of delivery, notify Roxtec of any shortfall of the Goods delivered, and shall provide to Roxtec, together with such notice, appropriate supporting documentation for such complaint and such other documentation as Roxtec may require, failing which the Goods delivered shall be deemed to have been accepted by Customer and to be free of any shortfalls.
- 3.8 Section 3.7 constitutes the Customer's sole and exclusive remedy and Roxtec's sole and exclusive liability in connection with or arising from any shortfall in relation to any Goods delivered to Customer.

**4. PROVISION OF SERVICES**

- 4.1 Roxtec shall provide the Services (if any) to the Customer on the date(s) specified in the Order Confirmation of the Contract, in accordance with the terms of the Contract.
- 4.2 Time shall not be of the essence in respect of the provision of any Services by Roxtec. Roxtec shall not be liable to the Customer for any loss or damages incurred as a result of any delay, and the Customer shall not be entitled to cancel or terminate the Contract on the ground of any such delay.
- 4.3 Customer shall provide Roxtec with such data, information, documents, reasonable assistance and/or co-operation as may be required by Roxtec

from time to time in connection with the provision of the Services to the Customer.

- 4.4. Roxtec has the sole discretion to determine the means, manner and methods upon which the Services shall be provided. In addition, Roxtec shall be entitled to delegate the performance of the Services (or any part thereof) to any third-party contractor(s) or person(s) as Roxtec deems appropriate.
- 4.5. The Services shall be performed at the location specified in the Order Confirmation of the Contract.
- 4.6. Unless the Services are wholly performed at Roxtec's premises, Customer shall:
  - 4.6.1. grant access to, or procure that access is granted to, Roxtec in respect of the premises where the Services are performed;
  - 4.6.2. be solely responsible for the safety and security of Roxtec's personnel whilst at the premises at which the Services are performed; and
  - 4.6.3. be solely responsible for (and shall indemnify, defend and hold Roxtec harmless against) any and all claims, losses, costs (including legal fees on an indemnity basis), causes of action, damages and expenses relating to personal injury (including death or disease) or property damage which may be incurred by any person (including any personal injury suffered by any of Roxtec's personnel) arising from or in connection with any conditions of the premises where the Services are performed.
- 4.7. The Services provided by Roxtec shall be limited to:
  - 4.7.1. visual verifications in respect of how Goods have been installed. Roxtec shall not conduct a detailed investigation or testing of the installation of the goods and so shall only conduct an initial visual inspection that is intended to capture clear and visible Goods that have been improperly installed; and
  - 4.7.2. demonstrations and instructions to the Customer's staff to demonstrate how the Goods should be installed. As Roxtec does not assess the capability or qualifications of the Customer's staff, Roxtec shall not be responsible for the performance of such staff in the installation of the Goods.

## 5. DIGITAL SOLUTIONS

- 5.1. Roxtec offers digital tools to help users save time, increase quality and optimize safety to its sealing solutions. These tools may consist of online or stand-alone software for designers; construction quality assurance software; management tools to register and control cable and pipe transit seal systems; etc. (these software, all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall be hereinafter jointly defined as the "Digital Solutions").
- 5.2. The Customer acknowledges that the Digital Solutions are owned and provided by Roxtec, which is the responsible for the maintenance and management of the Digital Solutions as well as, directly or through sub-suppliers, the supply of all services related to the Digital Solutions. The Customer also acknowledges that all the intellectual property rights contained in the Digital Solutions belong to Roxtec.
- 5.3. The Customer understands and acknowledges that Roxtec may offer the Digital Solutions through local subsidiaries in different markets and that, in addition to Roxtec, such subsidiaries or representatives shall be entitled to invoice and collect payments in the way stipulated in Section 4 of these Terms for the sale and use of the Digital Solutions by the Customer and; to bring any claims before the competent authorities that may be necessary to collect or to recover any payments due related to the purchase of Digital Solutions by the Customer.

## 6. PRICE, TERMS OF PAYMENT AND QUOTATION POLICY

- 6.1. The prices for the Goods and/or Services shall be specified in the Order Confirmation of the Contract (the "Price(s)").
- 6.2. The Prices do not include value added tax, sales tax and similar taxes nor any city, municipal, state or federal taxes or withholding taxes, whether currently imposed or imposed in the future, excluding tax on income.

- 6.3. Unless specific credit terms have been agreed, invoices are payable by the Customer in full and in cash before delivery. Except as otherwise agreed in writing, all payments shall be made in Singapore Dollars.
- 6.4. If Customer considers that an invoice contains incorrect information, Customer shall notify Roxtec within eight (8) days, giving details of the alleged error in the invoice. If no such notification is received by Roxtec in the aforementioned period, the invoice shall be deemed correct and valid.
- 6.5. Roxtec shall be entitled to collect interest on any overdue payment by the Customer at the fixed rate of twelve per cent (12%) per annum. Such default interest will accrue on a day-to-day basis and be compounded monthly for the period from the date the amount originally was due through the date the amount was received in full by Roxtec.
- 6.6. Roxtec reserves the right to assign or transfer to any third party without the Customer's consent, any debt owed by the Customer, with full rights of such third party to collect such debt from Customer.
- 6.7. In the event that the Customer fails to make payment in full of any amount which is owed to Roxtec under the Contract for a period exceeding 7 days, Roxtec may by notice in writing forthwith:
  - 6.7.1. suspend its performance under the Contract until such amount is paid in full; or
  - 6.7.2. terminate the Contract.
- 6.8. Any payment made by the Customer under a Contract shall be made in full without any deduction or withholding whether in respect of any set-off, counterclaim or otherwise.

## 7. RETENTION OF TITLE

- 7.1. The risk of loss and damage to the Goods delivered under the Contract (if any) shall pass to the Customer upon delivery of such Goods in accordance with Section 3.3.
- 7.2. Notwithstanding anything to the contrary, the title in the Goods shall not pass to Customer until Roxtec has received payment in full of the Price and other amounts payable by the Customer to Roxtec in respect of the Goods, and until such time:
  - 7.2.1. the Customer shall keep and protect the Goods delivered to the Customer as bailee for and on behalf of Roxtec; and
  - 7.2.2. Roxtec may at any time require the Customer to redeliver, at the Customer's cost and expense, any and all Goods in respect of which Roxtec has yet to receive payment in full, to Roxtec and if the Customer fails to do so forthwith, Roxtec may repossess such Goods and for this purpose, the Customer irrevocably authorises Roxtec and its duly authorised agents and representatives to enter upon the Customer's premises where the Goods are or are thought to be stored for the purpose of repossessing them.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All intellectual property rights including patents, designs, copyright, trade marks, trade names, company names, logos and any other rights of similar effect anywhere in the world whether registered or not and including pending applications to register such rights and the right to apply for registration or extension of such rights, drawings and know-how ("Intellectual Property Rights") used to design, produce, manufacture, create, embodied in, used in and otherwise relating to the Goods and all Intellectual Property Rights that subsist in the Goods and/or their design or functionality ("Product IP") are and shall remain the property of Roxtec or of the Roxtec Group. The Customer shall not acquire any ownership interest in any Roxtec's and/or Roxtec Group's Product IP under the Contract, unless otherwise expressly provided. The use of Product IP belonging to Roxtec or to any company of the Roxtec Group by the Customer shall not imply the transfer or assignment of any rights from such company to the Customer. The Customer acknowledges that Roxtec shall retain the full and exclusive ownership of all Intellectual Property Rights that are designed by and/or originate from Roxtec relating to modifications, improvements, enhancements, adaptations, inventions and discoveries (the "Improvements") to the Goods.
- 8.2. The Customer shall not:
  - 8.2.1. take any action that may affect the validity of Product IP and Roxtec's and/or Roxtec Group's Intellectual Property Rights to Improvements to the Goods;

- 8.2.2. challenge any right, title or interest of Roxtec and/or Roxtec Group in Product IP and Roxtec's and/or Roxtec Group's Intellectual Property Rights to Improvements to the Goods;
  - 8.2.3. make any claim to challenge or take any action adverse to Roxtec's and/or Roxtec Group's ownership of Product IP and Roxtec's and/or Roxtec Group's Intellectual Property Rights to Improvements to the Goods;
  - 8.2.4. engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods or prejudice or adversely affect the goodwill of Roxtec's and/or Roxtec Group's business in relation to the Goods; or
  - 8.2.5. directly or indirectly, infringe or procure or authorise the infringement of Roxtec's and/or Roxtec Group's Product IP and Roxtec's and/or Roxtec Group's Intellectual Property Rights to Improvements to the Goods.
- 8.3. The Customer shall promptly notify Roxtec of any Improvements to the Goods made by the Customer or by its employees or consultants during the term of the Contract, and the Customer agrees to assign all Intellectual Property Rights in such Improvements to Roxtec.
  - 8.4. Roxtec shall retain all Intellectual Property Rights in or related to any documents or materials created by Roxtec in connection with any Services (the "Training Material") and in all copies of all or any portion thereof, including all modifications to the Training Material. Without limiting the foregoing, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Roxtec in connection with its manufacture and sale of the Goods, together with any, attachments, parts, accessories, substitutions and replacements thereto are owned by Roxtec ("Roxtec Tooling") and the Customer has no right, title, or interest in or to any of the Roxtec Tooling

## 9. WARRANTIES IN RESPECT OF GOODS

- 9.1. Subject to the provisions of this Section 9, Roxtec warrants and undertakes to the Customer that:
  - 9.1.1. the Customer will acquire the title to the Goods supplied under the Contract at the time that title is to pass to the Customer in accordance with the Contract; and
  - 9.1.2. the Goods supplied to the Customer under the Contract shall be free from material defects in material, design and workmanship for the period of twelve (12) months commencing on the date of delivery of any Goods ("Defect Warranty").
- 9.2. The Customer shall promptly notify Roxtec in writing of any complaint for any defect in the Goods supplied (and in any event no later than thirty (30) days after such defect had been discovered or ought to have been discovered upon a careful inspection) (the "Defect Notice"), failing which such defect shall be deemed to have been unconditionally accepted by the Customer. The Customer shall provide such the Defect Notice to Roxtec together with such supporting documentation as Roxtec may require.
- 9.3. The Customer shall return the Goods which are subject to any Defect Notice to Roxtec in accordance with Roxtec's instructions. In the event that Roxtec's examination of the returned Goods discloses to Roxtec's satisfaction that the defects complained of fall within the scope of the Defect Warranty, Roxtec may choose at its absolute discretion to: (i) repair the defective Goods, (ii) refund to the Customer the Price paid by the Customer for the defective Goods (or a proportionate part of the Price), or (iii) replace the defective Goods.
- 9.4. Title to any defective Goods which have been replaced by Roxtec shall pass to Roxtec upon the provision of the relevant replacement Goods or parts to the Customer.
- 9.5. The Defect Warranty shall not cover, and Roxtec shall in any event not be liable for, defects in any Goods that:
  - 9.5.1. are caused by or related to improper storage, negligence, faulty maintenance, fair wear and tear, presence of abrasive materials, misuse, unusual external conditions, accident, incorrect installation, alterations, modifications or reparations of the Goods (including any alterations or modifications to integrate any parts which are not Roxtec's original parts), or the Customer's failure to comply with Roxtec's instructions (whether oral or written);
  - 9.5.2. have been manufactured by Roxtec in accordance with the Customer's designs and/or instructions; or
  - 9.5.3. have not been manufactured by Roxtec.

- 9.6. The product information provided by Roxtec about the Goods does not release the Customer, or part thereof, from the obligation to independently determine the suitability of the Goods for the intended process, installation and/or use.
- 9.7. The remedies in Section 9.3 constitute the Customer's sole and exclusive remedies and Roxtec's sole and exclusive liabilities in connection with or arising from any defect in relation to any Goods supplied to the Customer.
- 9.8. Save as expressly provided otherwise in the Contract, any and all other conditions, terms, representations, undertakings and warranties, howsoever arising relating to the quality or condition of the Goods or their suitability, merchantability, or fitness for any particular purpose for which they may be required by the Customer, are expressly excluded.

## 10. WARRANTIES IN RESPECT OF SERVICES

- 10.1. Roxtec warrants that it shall use reasonable care and diligence in the provision of the Services.
- 10.2. Save as aforesaid, Roxtec makes no warranty as to the adequacy or fitness of the Services for the Customer or the Customer's needs. Any and all other conditions, terms, representations and undertakings, howsoever arising relating to the Services (including as to the availability, accessibility, sequence, originality, correctness, completeness, accuracy, merchantability or fitness for any particular purpose), are expressly excluded.
- 10.3. Without prejudice to the generality of Section 10.2:
  - 10.3.1. Roxtec will not evaluate or certify the ability or fitness of any employee, personnel and/or contractor of the Customer ("Customer Personnel") who attends any training which is conducted by Roxtec as part of any Service;
  - 10.3.2. Roxtec shall not be liable for any claims, losses, costs, damages and expenses of any kind whatsoever incurred by any person which may arise in connection with any works of any kind carried out by any Customer Personnel (including any installation, inspection, maintenance or any other work carried out in respect of any sealing solutions for cables and pipes);
  - 10.3.3. any inspection which is conducted by Roxtec as part of any Service is based on a visual inspection of the relevant installation and/or product, without the use of any equipment or measurement, and accordingly only defects which are visible may be detected by Roxtec; and
  - 10.3.4. Roxtec shall not be liable for any claims, losses, costs, damages and expenses of any kind incurred by any person which may arise in connection with:
    - 10.3.4.1. any failure by Roxtec to identify any latent defect in any installation and/or product, or any other defect which would not reasonably have been identified on the basis of a visual inspection by a prudent and experienced service provider;
    - 10.3.4.2. any defect in any installation and/or product which had not been manufactured by Roxtec; and/or
    - 10.3.4.3. any defect in any installation and/or product which arises after the date of the inspection conducted by Roxtec.

## 11. INDEMNITIES

- 11.1. Roxtec shall indemnify, defend and hold the Customer harmless from claims directly attributable to the Goods having caused damage to property or personal injury to a third party, but only to the extent that

Roxtec has been guilty of gross negligence and provided that the Customer has immediately informed Roxtec of such claim being made to the Customer and permitted Roxtec to conduct all negotiations and proceedings in relation thereto. The Customer undertakes to take all reasonable measures in order to mitigate any damages attributable to the Goods and/or prevent further damages.

- 11.2. The Customer shall indemnify, defend and hold Roxtec harmless from any and all claims for damage to property or personal injury (including injury that results in death) arising in connection with the Goods to the extent that such claims are attributable to the Customer's negligence or misconduct.
- 11.3. The Customer shall maintain general liability insurance with limits of not less than SGD 1,000,000 (one million) per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Customer's limitation of liability.

## 12. LIMITATION OF LIABILITY

- 12.1. Roxtec shall not be liable for any defect or damage to the Goods, arising from improper storage, negligence, faulty maintenance, fair wear and tear, presence of abrasive materials, misuse, unusual external conditions, accident, incorrect installation, alterations, modifications or reparations of the Goods (including any alterations or modifications to integrate any parts which are not Roxtec's original parts), or the Customer's failure to comply with Roxtec's instructions (whether oral or written).
- 12.2. In no event shall Roxtec be liable, by reason of any condition, representation, undertaking or warranty whatsoever or any duty in law, to the Customer or to third parties for any loss of profits, loss of use, loss of data, loss of production, pure financial losses, loss of contract, claims from customers or any other indirect or consequential loss or damages, whether caused by the negligence of Roxtec, its employees, contractors, agents or otherwise, and whether or not such loss or damage could have been reasonably foreseen. For jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not permitted, Roxtec's liability shall be limited to the maximum extent permitted by applicable law.
- 12.3. Roxtec's maximum aggregate liability to the Customer arising under or in connection with the Contract, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall not in any event exceed SGD 300,000 (three hundred thousand).
- 12.4. The Customer acknowledges and agrees that:
- 12.4.1. the Customer shall be solely responsible for the methodology and means for the installation, use and maintenance of any and all Goods supplied by Roxtec;
- 12.4.2. save as expressly provided in Section 9, Roxtec shall not have any liability to Customer arising out of the methodology and means for the installation, use and maintenance of any Goods supplied by Roxtec; and
- 12.4.3. save as expressly provided in Section 9, Customer shall indemnify, defend and hold Roxtec harmless from any and all claims arising from or in connection with any installation, use and/or maintenance of any Goods supplied by Roxtec.

## 13. CONFIDENTIALITY

- 13.1. In connection with the Agreement, Roxtec has disclosed or may at its own discretion disclose to the Customer certain technical and commercial information and know-how related to Roxtec's manufacturing methods, Goods, Services and business including but not limited to, formulas; designs; data test reports; samples; measures; statements; specifications; information concerning customers, business, prices and finance; drawings (including but not limited to technical drawings created through any type of software owned by Roxtec); contractual arrangements or other dealings or transactions of Roxtec; which is identified as being confidential or is deemed to be confidential due to the nature of the information and the circumstances of its disclosure (hereinafter the "Information"), either directly or indirectly in writing, orally, by drawings, samples, visual verification or otherwise.

- 13.2. The Customer shall during the term of the Contract and a period of five (5) years thereafter maintain the Information in strict confidence and shall not, disclose, divulge or communicate to any person (other than as permitted or contemplated by the Contract or with the written approval of Roxtec or as may be required by law) nor use the Information outside the scope of the Contract.
- 13.3. The Customer shall not make use of any Information or Confidential Information or any part of the Information or Confidential Information for the purpose of manufacturing any mechanism or component being identical or essentially similar to the Goods or any mechanism or component thereof, or for any other commercial or technical purpose.
- 13.4. The restrictions stated in this Section 13 shall not apply to the extent that the Customer can show that (i) the Confidential Information is publicly available through no fault of the Customer; (ii) the Confidential Information was in the Customer's possession prior to the date of disclosure by Roxtec; or (iii) the Customer is authorised to disclose the Confidential Information by any subsequent written agreement between the parties hereto or (iv) is required by any law, regulation or other authority to be disclosed by the Customer.

## 14. FORCE MAJEURE

- 14.1. Roxtec shall not be liable for or deemed to be in breach of the Contract by reason of any failure in performing any of its obligations under the Contract during any period in which performance is delayed by any event or circumstance the occurrence and the effect of which Roxtec could not reasonably prevent or avoid (including but not restricted to acts of God, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, epidemics, labour disputes (whether or not Roxtec is a party to such dispute), strikes, general shortage of material, machine damage, delay in delivery by sub-contractor or transportation failure) ("Force Majeure Event").
- 14.2. Roxtec shall notify the Customer of any delay or failure arising as a result of any Force Majeure Event and provide a revised delivery date as soon as practicable. Customer shall not terminate the Contract by reason of any such delay or failure. In the event that any Force Majeure Event results in a shortage of Goods, Roxtec shall be entitled to allocate its available stock of the Goods among its customers in such a manner as Roxtec may consider equitable and may make partial deliveries of any Goods to the Customer.

## 15. MISCELLANEOUS

- 15.1. If the provisions of the Contract, or the application thereof to any person or circumstances, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remainder of the Contract. In the event of the invalidity or unenforceability of any provision of the Contract, the Parties shall, at the request of either Party, negotiate in good faith to agree on changes or amendments to the Contract which are required to carry out the intent and accomplish the purpose of the Contract in the light of such invalidity or unenforceability.
- 15.2. The failure of Roxtec to insist upon the adherence to any term of the Contract on any occasion shall not be considered as a waiver of Roxtec nor shall it deprive Roxtec of the right to insist upon the strict adherence to that term or any other term of the Contract at some other time.
- 15.3. The Customer hereby agrees that it shall address any and all complaints and claims arising out of or in connection with the Contract (or any Goods sold pursuant to the Contract) directly to Roxtec alone. Nothing in the Contract shall be construed to impose any liability in respect of the Contract on any related corporation of Roxtec.

## 16. COMPLIANCE WITH SANCTION REGIME AND EXPORT RESTRICTIONS

- 16.1. The Customer shall not, directly or indirectly, sell or otherwise transfer the Goods to any individual or entity (including countries) or sell them in violation of any Sanction Regime, as this term defined in Section 16.2 below.
- 16.2. The "Sanction Regime" for the purpose of this Section 16 ("Compliance with Sanction Regime and Export Restrictions") shall mean all laws and regulations adopted or maintained (now or in the future) by a governmental or inter-governmental authority, including the United Nations (UN), the European Union (EU) and its member states, the United States of America (US) and Singapore and which are applicable (now or

in the future) to Roxtec or to any company of the Roxtec Group imposing prohibitions or authorisation requirements on the export or re-export of a product due to e.g. a product's nature or contents, or prohibitions or restriction to conduct business with specific individuals and entities or on specific territory identified by the governmental or inter-governmental authorities specified in this Section 16.2.

- 16.3. The Customer guarantees that neither itself nor any person or entity owning or controlling the Customer, or any person in management position or employed by the Customer falls under the Sanction Regime.
- 16.4. The Customer shall promptly upon becoming aware inform Roxtec that the Customer, or any of its direct or indirect owners, or any of its directors, officers or employees, becomes a person or entity sanctioned under the Sanction Regime.
- 16.5. Roxtec has the right to unilaterally terminate this Agreement or any Order upon a written notice with an immediate effect in the event that the performance of any of its obligations under the Agreement would constitute in any jurisdiction a violation either by Roxtec and/or by any other company of the Roxtec Group of the Sanction Regime.
- 16.6. Roxtec shall not be liable to the Customer for any losses resulting from the unilateral termination of this Agreement or an Order by Roxtec under Section 16.5.
- 16.7. The non-compliance of the Customer of a provision of this Section 16 shall constitute a material breach of the Agreement.
- 16.8. The Customer shall fully compensate for and hold harmless Roxtec and Roxtec Group against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of, or relating to any non-compliance with export control regulations by the Customer. The foregoing compensation shall cover any liability as well as any costs and expenses including attorney's fees arising out of such claims and including all such costs incurred in the defence and settlement of such claims. The provisions of this Section 16.8 shall be unaffected by any completion, termination or cancellation of this Agreement or any part thereof and shall apply notwithstanding any other provisions of this Agreement or any other contract or agreement between the Parties.

## 17. DATA PROTECTION AND PRIVACY

- 17.1. In the event the Parties receive any personal data according to the Personal Data Protection Act 2012 of Singapore (and any other personal data protection regulations issued under the PDPA) ("General Data Protection Regulation", GDPR) (hereinafter "Personal Data"), each Party warrants to comply with the applicable Singapore data protection law(s), regulations, treaties or directives (collectively the "Privacy Regulations"). Each Party is aware of the fact that any content or information received by a Party could be considered Personal Data and warrants that any of these Personal Data have been and will be collected, processed and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations.
- 17.2. Each Party acknowledges its obligations to control access to and/or exportation of technical data under the applicable export laws and regulations, and each Party agrees to adhere to and comply with the laws and regulations with respect to any technical data received under this.

## 18. GOVERNING LAW

The construction, validity and performance of the Contract and all non-contractual obligations arising from or connected with the Contract shall be governed by and construed and enforced in accordance with the laws of Singapore, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. The terms of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded.

## 19. ARBITRATION – COMMERCIAL COURT

- 19.1. Any and all disputes, controversies and claims arising out of or in connection to with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the

Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 19. The seat of arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

- 19.2. Nothing in this Section 19 shall preclude Roxtec from applying for interlocutory relief from any court of competent jurisdiction and for this purpose, the Parties expressly submit to the jurisdiction of any such court.

## 20. INTERPRETATION

The *contra proferentum* rule shall not apply to the construction or interpretation of these Terms and Conditions. The Customer is recommended to seek legal advice as to the content and interpretation of these Terms and Conditions before entering into an agreement or making any purchase with Roxtec.