

IK INABATA SINGAPORE (PTE.) LTD.**1. Scope of Application**

- 1.1 These General Terms and Conditions of Purchase (the “Terms”) of Inabata Singapore (Pte) Ltd (“IKS”) apply to the seller (the “Seller”) of any and all products to IKS (the “Products”) unless otherwise agreed in writing between the parties.
- 1.2 Unless otherwise agreed in writing between the parties, the Terms shall form an integral part of each Individual Contract (as defined below) and shall supersede, override and apply to the exclusion of any and all other terms and conditions whether contained in the Seller’s quotation, sales confirmation or any other document by the Seller. In the event of any conflict between the provisions of the Individual Contract and the Terms, the provisions set out in the Terms shall prevail to the extent of the conflict.

2. Payment

IKS shall pay the price of the Products as reflected in the accepted purchase order (the “Individual Contract”) in accordance with the payment terms contained therein. Either party may set off its payment obligations for the Products against any settled claims owing to or by the other party by giving prior written notice to the other party.

3. Delivery and Delay Charges

TIME IS OF THE ESSENCE. The Seller shall deliver the Products on time and schedule strictly in accordance with the Individual Contract or IKS’ other instructions.

4. Warranty

The Seller warrants that it has good title to, and full right to sell, the Products to IKS and the Products: (i) are free from any encumbrance, lien, or security interest, and do not infringe any third parties’ rights (including intellectual property rights); (ii) are free from defects in appearance, design, material, manufacture, performance and workmanship for the period set forth in the specifications separately agreed between the parties or for 24 months from the date IKS takes delivery of the Products if no period is set forth in the specifications; (iii) during the aforementioned period, conform to any and all agreed specifications, descriptions, designs, drawings, data, and other requirements under the Individual Contract (“**Agreed Specifications**”); (iv) conform to all requirements under the applicable laws and regulations; and (v) are fit and sufficient for their intended purpose, and of merchantable quality.

5. Inspection and Title

- 5.1 After the Products are delivered to IKS, IKS shall make a visual inspection of the Products for obvious defects. IKS is not obliged to make any other inspection of the Products except this visual inspection.
- 5.2 If the Products delivered to IKS do not pass IKS’s inspection, or if IKS becomes aware of any defect or non-conformity with the Agreed Specifications or otherwise fails to meet the Product warranty set out in clause 4 above, IKS shall

inform the Seller, and the Seller shall immediately, at its own cost and expense, replace the Products or take other appropriate actions as instructed by IKS at its own cost and expense (including transport and delivery costs).

- 5.3 Title to the Products transfers from the Seller to IKS upon payment under the Individual Contract. Despite the foregoing, the parties agree that IKS may use or sell the Products in the ordinary course of its business without any restriction.

6. Liability

Without prejudice to any rights and remedies under the Individual Contract (including the Terms) and the applicable laws, each party is liable for its breach of the Individual Contract (including the Terms), negligence, willful misconduct or fraud to the other party.

7. Confidentiality

Obligations of confidentiality between the parties are governed by the non-disclosure agreement signed between the parties, if any.

8. Force Majeure

- 8.1 Any delay or failure by either party in performing any of its obligations under the Individual Contract is not deemed a breach of contract or default while and to the extent that such delay or failure is caused by a Force Majeure event. A Force Majeure event means any event or cause which is beyond the reasonable control of the party affected and includes wars (whether declared or not), revolutions, riots, blockades, embargoes, strikes, civil commotion, lockouts or labor disputes, plagues, epidemics, pandemics, fires, earthquakes, storms, typhoons, floods or other natural disasters, acts or regulations of any government or agencies, acts of God or public enemy, and piracy.

- 8.2 The party affected by a Force Majeure event shall notify the other party when such circumstances cause a delay or failure in performance. Each party is entitled to withdraw from the Individual Contract without any liability where the Force Majeure event delays the agreed delivery by more than 60 days.

9. Termination

- 9.1 Either party may, by giving a written notice to the other party, terminate the Individual Contract if the other party is in breach of any provision of the Individual Contract (including the Terms), and if such breach is capable of remedy, the party in breach does not remedy such breach to the reasonable satisfaction of the non-breaching party within 30 days of receipt of a written notice from the non-breaching party regarding such breach.

- 9.2 Either party may, by giving a written notice to the other party, immediately terminate the Individual Contract upon the occurrence of any of the following events:

- (a) the assets of the other party become subject to or are threatened by any enforcement or execution by any third party;
- (b) the filing by or against the other party of a proceeding under any bankruptcy, insolvency, reorganization, corporate rescue or rehabilitation law;

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- (c) the assignment by the other party of all or substantially all of its assets for the benefit of creditors;
- (d) the filing by or against the other party for its dissolution or liquidation;
- (e) the cessation or suspension of the other party's business;
- (f) any substantial change in the control of the other party;
- (g) anything analogous or having a substantially similar effect to any of the events specified above happening under the laws of any applicable jurisdiction; or
- (h) any similar event that would reasonably be deemed to prevent the other party's performance of the Individual Contract.

10. Assignment

Neither party shall assign, transfer, or otherwise dispose of whole or any part of the Individual Contract and the Terms without the prior written consent of the other party. Any assignment, transfer or disposition made without such consent shall be void.

11. Governing Law

The Terms are governed by the laws of Singapore without regard to conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the Terms.

12. Dispute Resolution

Any dispute arising out of or in connection with the Terms, including any question regarding its existence, validity or termination, is referred to and resolved exclusively by a court of competent jurisdiction in Singapore. Notwithstanding the foregoing, IKS reserves the right to bring any claims against the Seller to the competent court in any jurisdiction which the Seller is domiciled or operates its business.

13. Severance

If any provision of the Terms is found to be invalid or unenforceable, then the parties shall amend such provision to the minimum extent necessary to realize the parties' original intention, and the remaining provisions are unaffected and remain in full force and effect.

14. No Waiver

None of the terms or conditions of the Terms is deemed or construed to have been waived by either party unless such waiver is set forth in a written instrument executed by a duly authorized representative of the waiving party.

15. No Third Party Rights

No provision of the Terms is enforceable by a person who is not a party to the Individual Contract under the Contracts (Rights of Third Parties) Act 2001 of Singapore or otherwise.