

## GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

### 1. General

These General Terms and Conditions for Products and Services ("Terms") shall apply to each and all Products and/or Services in addition to any specific terms and conditions except to the extent, if any, expressly excluded in the specific terms and conditions. To the extent of any inconsistency between the Terms and any specific terms and conditions agreed to between the Parties, the specific terms and conditions shall prevail unless otherwise agreed by the Parties.

Seller and Buyer agree that any Contract will be subject to these Terms. Buyer's acknowledgement of any Contract (whether through electronic acceptance, email, facsimile, written acknowledgment) constitutes unconditional acceptance of these Terms.

### 2. Definitions

2.1 In these Terms, the following terms shall have the meanings set forth:

**"Business Day"** means a day (other than a Saturday, Sunday, or public holiday) on which commercial banks are open for business in Singapore.

**"Buyer"** shall mean the entity that is purchasing Seller's Product(s) and/or Service(s).

**"Seller"** shall mean Transcelestial Technologies Pte Ltd.

**"Confidential Information"** means any information, knowledge or data which: (i) is designated as confidential by explicit identification by the disclosing party; (ii) by its nature, is confidential or proprietary; (iii) the receiving party knows, or ought reasonably to be expected to know, is confidential or proprietary to the disclosing party; or (iv) treated as confidential by either Party, including but not limited to all technical, commercial, trade secrets, know-how, processes, formulae, initiatives, information contained in or exchanged by the Parties regardless of the form of disclosure, including but not limited to information regarding the business affairs, product or service plans, developments, personnel, customers, suppliers, specifications, drawings, designs, descriptions, operational information, testing information, technical information and data, sales data, financial information and projections, marketing strategies and data, projected volumes, pricing and similar information.

**"Contract"** means any written agreement that the Parties may execute for the Seller's provision of Products and/or Services, which shall include without limitation any Order(s) executed by the Parties.

**"Force Majeure Event"** means any event or circumstances (whether arising from natural causes, human agency or otherwise) which are beyond the reasonable control of the Parties, including, but not limited to refusal or revocation of license, industrial dispute, lockouts or other labour disputes, shortage of labour or materials, riot, civil commotion, impossibility of obtaining materials, strikes, fire, flood, drought, delay at sea, wars, acts of God, governmental controls, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections or power failures, or legislation in any jurisdiction rendering performance by either Party impossible.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Order"** means signed order document/form by the Buyer and Seller for the Seller's provision of Product(s) and/or Services.

“Party” shall mean the Buyer or Seller, and “Parties” shall mean both the Buyer and Seller.

“Product(s)” shall collectively mean the goods, equipment and accessories, including software, to be provided by the Seller to the Buyer under the Order and/or Contract.

“Services” shall mean the services to be provided by the Seller to the Buyer under the Order and/or Contract.

“Software” shall mean any of the Seller’s proprietary software which the Seller provides to the Buyer under the Order and/or Contract, and shall include without limitation all source code, object code, binaries, executable programs, run scripts, databases, data files and all related documentation, whether in a machine or human readable form, and all improvements, modifications, updates, releases, flow charts, logic diagrams, passwords, output tapes, and generally available associated software items, together with the licence to use them or ownership rights in them.

“Specification” shall mean any specification for the Product(s), including any related plans and drawings, that is agreed in writing by the Parties.

- 2.2 Any reference to any statutory enactment herein shall be deemed to include a reference to such enactment as are re-enacted, modified or amended and any reference to a statute includes all subsidiary legislation, proclamations, ordinances, orders, rules, supplements, gazette notifications, directives, guidelines, notices and by-laws issued under that statute.
- 2.3 References to a particular clause, paragraph, or sub-paragraph shall, except where the context otherwise requires, be a reference to that clause, paragraph, or sub-paragraph in or to these Terms.
- 2.4 The words ‘include’ and ‘including’ are to be construed without limitation.
- 2.5 Any reference to any agreement, deed, instruments, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated.
- 2.6 The headings herein are inserted for convenience and are to be ignored for the purposes of construction.

### **3. Products, Services and Specifications**

- 3.1 Seller is entitled to supply Product(s) incorporating modifications or to supply Product(s) of a similar specification as a replacement for ordered Product(s).
- 3.2 The Buyer will not alter, obscure, remove or otherwise interfere with any markings or other indication of source or origin on any Product(s) or their labelling and/or packing. Seller does not make any additional representations with respect to Product(s) or Services to satisfy any statutes, regulations or provisions applicable to governmental purchases.
- 3.3 Any samples, drawings or advertising material produced by the Seller, or any descriptions or illustrations contained in the Seller’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Product(s) and/or Service(s) referred to in them. They shall not form part of these Terms, Order or Contract, nor have any contractual force, unless otherwise agreed to in writing between the Parties.
- 3.4 Buyer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Product(s) and/or Service(s), and for paying all third-party fees incurred while accessing and using the Product(s) and/or Service(s).
- 3.5 Unless otherwise expressly provided in the Contract, Buyer shall not resell or distribute any Product or Service to third parties, including Buyer’s affiliates, without Seller’s prior written consent.
- 3.6 In relation to the Seller’s provision of Services, the Buyer shall:
  - (a) provide, for the Seller, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Buyer’s premises, data, equipment and other facilities as reasonably required by the Seller;
  - (b) provide to the Seller in a timely manner all documents, information, items and materials in any form reasonably required by the Seller in connection with the Services, and ensure that they are accurate and complete in all material respects; and
  - (c) obtain and maintain all necessary licences, approvals and consents and comply with all relevant legislation as required to enable the Seller to provide the Services to the Buyer, including in relation to the installation, repair, maintenance or use of any equipment, in all cases before the date on which the Services are to start.

#### **4. Orders**

4.1 Orders and Order Acceptance. Buyer may place orders under these Terms by signing an Order. The Terms apply to the Order to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Order constitutes an offer by the Buyer to purchase the Product(s) and Service(s), and shall only be deemed to be accepted when the Seller issues a written acceptance of the Order.

4.2 Order Changes. Any changes to an Order must be mutually agreed upon by the Parties in writing, and may require a change in Fees (reflecting the inclusion, deletion or substitution of Product(s) and/or Service(s) and Seller's direct costs of processing such change).

4.3 A quotation given by the Seller shall not constitute an offer.

#### **5. Delivery, Title and Risk of Loss**

5.1 Seller will use reasonable efforts to deliver or make available for collection the Products and/or perform the Services by the date(s) agreed to by Seller in the Contract.

5.2 Delivery and collection dates are estimated only. Time of delivery or availability for collection will not be of the essence unless specifically agreed otherwise in advance and in writing by Seller for the relevant Order. Seller shall have no liability for any delay in delivery or collection to the extent that such delay is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the delivery or collection of the Products.

5.3 Seller reserves the right to make deliveries or make available collections in installments, which shall not relieve the Buyer from its obligation to pay for remaining deliveries or collections.

5.4 Risk in the Products shall pass to the Buyer upon delivery or collection.

#### **5.5 [CLAUSE 5.5 INTENTIONALLY LEFT BLANK]**

5.6 Defects or any damage to the Products (including packaging and contents) or any shortage to shipment receipt must be notified in writing to Seller within five (5) Business Days after delivery or collection of the relevant Products. Thereafter, any claims will be handled in accordance with the Product's warranty terms and conditions. Please refer to the Seller's official website at <https://transcestial.com> for the warranty terms and conditions, which is hereby incorporated by reference into these Terms and made a part hereof, and which the Seller reserves the right to amend from time to time without giving notice.

5.7 Disposal of shipment packaging is the Buyer's sole responsibility.

#### **6. Acceptance**

The Product(s) are deemed accepted by any of the following actions of Buyer, whichever is earlier: (a) the Buyer's failure or omission to issue written notice in accordance with clause 5.6 above within five (5) Business Days of delivery or collection of the relevant Product(s); (b) Buyer performs any act that is inconsistent with Seller's ownership of the Products; or (c) Buyer has paid for the Product(s) in full. Upon such acceptance, Buyer is deemed to have waived all claims against Seller in relation to the Product(s).

#### **7. Charges and Payment**

7.1 Buyer agrees to pay the fees and charges for Product(s) and Services (collectively, "Fees") as specified on the Contract. Fees may include one-time or installment payments (for example, for Equipment and Installation) and recurring fees (for example, periodic charges for services). Buyer will pay any additional charges outlined in an Order.

7.2 Buyer shall pay all invoiced Fees without any counter claims, set offs or deductions within the time period stated in the Contract, or if not stated in the Contract, then within 30 days from the invoice date.

7.3 If Buyer is in breach of this Section 7, Seller shall be entitled to charge default interest on all invoiced Fees which remain unpaid after their due date, at the rate of 1.5% (or the highest rate permitted under law) for each month (or part thereof on a pro-rated basis) for which the Fees remain unpaid until full payment is made.

7.4 Unless otherwise stated, Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Buyer is responsible for paying all Taxes associated with its purchase of Product(s) and/or Service(s).

7.5 Unless otherwise agreed to in writing by the Parties, all Buyer's payment obligations are non-cancellable and all fees paid by Buyer are non-refundable.

## **8. Force Majeure**

Seller shall not be liable for any delay in performing, or failure to perform, any of its obligations under any Contract or these Terms, where such delay or failure is due to a Force Majeure Event. Notwithstanding anything herein to the contrary, Seller would have the right, at any time during or after the Force Majeure Event, to cancel the Contract or any part thereof without liability.

## **9. Confidentiality**

Each Party agrees that all Confidential Information received from the other Party shall only be disclosed to those of its employees, affiliates, advisors, contractors or subcontractors who are subject to obligations of confidentiality, strictly on a need-to-know basis and only for the purposes of ensuring the performance of its obligations under these Terms or the Contract. Each Party shall keep in confidence all Confidential Information it may receive from the other Party and shall only use the said Confidential Information in connection with its performance of these Terms or the Contract and for no other purpose. Each Party agrees to take all reasonable measures to protect the secrecy of Confidential Information and prevent its disclosure or use that is contrary to the obligation set forth herein. Such measures shall include the highest degree of care that the receiving Party utilises to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care.

## **10. Data Protection**

10.1 Each Party shall comply with all applicable laws relating to the protection of personal data, including (without limitation) obtaining all necessary consents to the extent applicable to the Products and/or Services provided by Seller.

10.2 Buyer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and disclosure of personal data by the Buyer to the Seller, and the lawful collection, use and disclosure by the Seller of such personal data, for the purposes of these Terms and/or the Contract.

## **11. Representations**

The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Seller which is not set out in the Order or Contract. Without limiting the generality of the foregoing, Seller's employees or agents are not authorized to make any statements, promises or representations concerning the Product(s) and/or Services unless confirmed by the Seller in writing. Nothing in this Clause 11 shall limit or exclude any liability for fraud.

## **12. Limitation of Liability**

Except for death or personal injury caused by Seller's negligence and fraud or fraudulent misrepresentation, Seller's aggregate liability for any and all claims arising out of or in connection with these Terms or the Contract is limited to a maximum of (a) in relation to Product(s), the price paid by Buyer for such Product(s); (b) in relation to Services (excluding maintenance services), the price paid by Buyer for such Services; and (c) in relation to maintenance Services, the annual maintenance price paid by Buyer in the year in which the damage or loss arose. Notwithstanding anything in the Terms to the contrary, under no circumstances shall Seller be liable for loss of production, loss from business interruption, loss of or corruption to data, loss of profits, loss of anticipated savings, loss of goodwill or any indirect, incidental, exemplary, special or consequential damages, cost of procurement of substitute products or services, losses or expense, even if Seller has been advised of the possibility of such damages.

## **13. Intellectual Property Rights**

13.1 All Intellectual Property Rights in respect of the Product(s) and/or Service(s) shall remain the absolute property of and vested in Seller (or the Seller's licensors, as the case may be). Buyer acknowledges that it does not acquire any right, title or interest in or to any Intellectual Property Right except as expressly provided in these Terms and the Contract.

13.2 Subject to the Contract and any other license terms provided to Buyer, Buyer is granted a non-exclusive, revocable, limited, non-sublicensable, non-assignable and non-transferable license to use the Intellectual Property Rights in respect of the Product(s) and/or Service(s), in such form, for the purposes of the Contract only, and only in the territory(ies) that the Product(s) and/or Service(s) were delivered to the Buyer. Upon the expiration or earlier termination of the Contract, all rights granted to the Buyer under this licence shall cease.

13.3 Buyer shall not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Buyer.

13.4 Buyer agrees that the use of any third party software incorporated within the Software for the purposes of this licence may be subject to additional terms and conditions ("**Third-Party Additional Terms**"). Buyer shall indemnify and

hold Seller harmless against any loss or damage which Seller may suffer or incur as a result of Buyer's breach of any Third-Party Additional Terms, howsoever arising.

13.5 The Seller does not warrant that the use of the Software will be uninterrupted or error-free.

13.6 If any Product(s) has been manufactured or sold by Seller to meet Buyer's particular specifications or requirements, Buyer agrees to release, defend, indemnify and hold Seller harmless against all actions, claims and demands in connection with any actual or alleged infringement of any third party's Intellectual Property Rights because of the manufacture, sale or use of such Product(s), which may be instituted against Seller.

13.7 Buyer shall follow all reasonable instructions that Seller gives from time to time with regard to the use of Intellectual Property Rights of Seller and/or its licensors.

#### **14. Revocation of Credit**

Notwithstanding Clause 7.2, Seller reserves the rights at any time to revoke any credit extended to Buyer as a result of Buyer's failure to pay for any Product(s) or Service(s) when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery.

#### **15. Buyer's obligations**

The Buyer is solely responsible for obtaining all necessary permits, approvals and licenses related to the purchase, marketing and onward sale of the Product(s) by the Buyer.

#### **16. Entire Agreement**

16.1 These Terms and the Contract constitute the complete agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

16.2 These Terms may not be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to amend or modify these Terms.

16.3 Buyer agrees that its only claim in respect of Seller's representations and warranties that are set out in the Terms shall be for breach of contract, and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Clause shall limit or exclude any liability for fraud.

#### **17. End-of-Life**

17.1 If, during the term of the Contract, Seller wishes to discontinue any Product or Service, Seller shall use commercially reasonable efforts to provide Buyer with at least six (6) months' written notice prior to the discontinuation of the Product or Service.

17.2 The discontinuation of the Product or Service shall not affect the warranty period or warranty terms of the Product or Service. Seller shall continue to provide all other support, maintenance or repair services previously agreed to between Parties for one (1) year after the date of discontinuation.

17.3 Upon request of Buyer, Seller shall deliver to Buyer information with respect to the Product or Service necessary for Buyer, and to be used solely by the Buyer, to purchase acceptable substitutes after the date of discontinuation.

#### **18. Termination**

18.1 Seller shall have the right to terminate the Contract with immediate effect by giving written notice to the Buyer if:

- (a) Buyer commits a material breach of any term of these Terms and such breach cannot be remedied, or if such breach is remediable, Buyer fails to remedy such breach within 30 days of being notified in writing to do so;
- (b) Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) Buyer is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or has a receiver appointed over all or substantially all of its assets, or any proceeding is demanded by, for, or against the Buyer under any provision of applicable bankruptcy or insolvency legislation.

18.2 Without limiting the generality of clause 18.1, Parties agree that a breach of clause 9 or clause 13 above shall be deemed to be a material breach for the purposes of clause 18.1(a) above.

## **19. Miscellaneous**

19.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Parties shall submit to the exclusive jurisdiction of the Singapore courts.

19.2 Neither Party shall assign or transfer any of its rights and obligations under these Terms without the other Party's prior written approval. For the avoidance of doubt, the Seller shall at all times be entitled to delegate or subcontract any of its obligations to any third party without the prior written consent of Buyer.

19.3 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act to enforce any term of these Terms.

19.4 If any term of these Terms is or becomes invalid, illegal or unenforceable for any reason, it shall not in any way affect the validity, legality or enforceability of the other terms.

19.5 No variation of these Terms shall be effective unless in writing and signed by or on behalf of each of the Parties.

19.6 No failure or delay by Seller in enforcing any provision of these Terms or in exercising any right thereunder shall constitute a waiver thereof.

19.7 Each Party is not an agent, legal representative, joint venture partner, or employee of the other Party and is not empowered to act on the other Party's behalf in any manner.

19.8 Any notice required to be given in connection with these Terms or Contract shall be in writing addressed to the other Party's authorized representative at its registered office or principal place of business and will be delivered by personal delivery, fax, electronic mail, post, or courier.

19.9 Clause 3.5, 9, 12, 16, 18 and 19 shall survive the expiration or early termination of these Terms and/or the Contract.