General Terms and Conditions of Sale and Supply

1. General

1.1 These general terms and conditions of sales and supply (**"T&C"**) shall apply to and be incorporated into all sale and supply agreements concluded with HUBER+SUHNER (Singapore) Pte Ltd (**"HUBER+SUHNER"**), as well as to all offers, quotations, deliveries provided by HUBER+SUHNER. These T&C shall not apply to development and engineering services as well as other services provided by HUBER+SUHNER and deliveries of product samples.

1.2 The applicability of the general terms and conditions of the buyer (**"Buyer"**) is hereby expressly rejected.

1.3 No amendment to these T&C may be agreed other than in writing and signed by authorized representatives of the parties. Such amendment shall be only applicable to the specific sale and supply agreement and shall not apply to any other agreements, unless expressly accepted and confirmed by HUBER+SUHNER in writing.

1.4 Should a provision of the sale and supply agreement or of these T&C prove to be null, invalid or unenforceable, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision having a legal and economic effect, which will be as similar as possible to the invalid provision. For the avoidance of doubt, any provision herein which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these T&C.

1.5 These T&C shall replace all earlier general terms and conditions of sales and supply of HUBER+SUHNER.

2. Order procedure

2.1 Offers and quotations by HUBER+SUHNER shall be valid for the period specified in the offer/quotation. Offers or quotation which do not stipulate a validity period are not binding upon HUBER+SUHNER.

2.2 Prices, price lists, information and specifications contained in HUBER+SUHNER brochures, catalogues, data sheets or homepage are given for information purposes only, shall not be binding on HUBER+SUHNER, which may modify such information, as it may deem necessary.

2.3 Orders by the Buyer ('Order') shall be made in writing or electronically. Orders only become binding on HUBER+SUHNER after being confirmed by HUBER+SUHNER in writing or electronically ('Order Confirmation'). Order Confirmation may be validly issued on ERPforms without signature. For sake of clarity a quotation is not an obligation or offer to sell and supply, but is an invitation to submit an order and no contractual relationship arises therefrom.

2.4 Individual specifications or special conditions in an Order Confirmation shall apply in addition to these T&C and prevail in case of contradiction.

2.5 Orders are not cancelable. Any modification of an Order requested by the Buyer requires a new Order Confirmation by HUBER+SUHNER. Otherwise, the initial Order Confirmation remains applicable. Requests for modifications may result in an alteration of quoted prices and the delivery deadlines, as well as in a

compensation for already manufactured/assembled products and sourced materials.

3. Description of products

3.1 The products and ancillary services to be supplied by HUBER+SUHNER are exhaustively specified in the Order Confirmation and in appendices thereto.

3.2 With regard to deliveries concerning cables, HUBER+SUHNER reserves the right to over- or undersupply up to 10% of the volume stated in the Order Confirmation. If a specific (minimum) order quantity is required, a special comment is to be made when the Order is placed and a surcharge is due.

4. Drawings, technical documents, intellectual property rights, tools

4.1 HUBER+SUHNER and Buyer retain all rights to technical documents provided by them. The recipient of such documents recognizes these rights and shall not make such documents available to any third parties, either in whole or in part, nor use them for purposes other than those for which they were handed over without the prior written consent of the other party.

4.2 Drawings, technical documents, models, masters, samples, drafts, designs etc., as well as all registered and unregistered intellectual property rights, in connection with the HUBER+SUHNER products remain the sole property of HUBER+SUHNER and HUBER+SUHNER affiliates. The Buyer is not permitted to use for purposes other than those for which they were handed over, reproduce or pass on to third parties any drawings, samples, drafts, designs etc. without HUBER+SUHNER' prior written consent.

4.3 If HUBER+SUHNER manufactures products according to drawings, technical documents, models or masters provided to HUBER+SUHNER by the Buyer, HUBER+SUHNER does not accept any responsibility for the infringement of intellectual property rights of third parties and claims resulting therefrom. The Buyer shall fully indemnify HUBER+SUHNER for any third party claims.

4.4 Tools and molding tools of all kinds remain in all cases the property of HUBER+SUHNER the exception to those provided by the Buyer.

4.5 Special conditions are to be agreed for tools and molding tools provided by the Buyer to HUBER+SUHNER. The costs for servicing and maintaining those tools are to be borne in all cases by the Buyer. The costs for storing these tools are within the responsibility of HUBER+SUHNER, for a maximum period of five years after the last delivery was executed.

5. Prices

5.1 Unless otherwise stated in the Order Confirmation, all prices shall be FCA (according to the Incoterms in force at the moment of the Order Confirmation), in the currency stated in the Order Confirmation without any deductions whatsoever. If packing is required, the costs will be passed on to the Buyer.

5.2 All prices are quoted as net prices and do not include goods and services tax, value added tax or similar taxes. Accordingly, in addition to the price specified

herein, the amount of any present or future tax applicable to the sale and supply of goods shall be paid additionally by the Buyer.

5.3 In the event of raw materials dependent products (e.g. copper, silver, etc) the definitive prices shall be determined as of the day prior to the Order Confirmation based on the quoted raw material stock exchange rate (e.g. LME rate).

5.4 HUBER+SUHNER reserves the right to adjust the prices to reflect any increase in the costs of HUBER+SUHNER (including, without limitation, due to any change of law or new law, foreign exchange fluctuations, taxes and duties and costs of labor, raw materials, and other manufacturing costs) between the submission of a tender or quotation and the contractually agreed performance. In such a case the adjustment shall be made according to the applicable rate as conclusively determined by HUBER+SUHNER to the customer.

5.5 In addition, an appropriate price adjustment shall apply if:

- the delivery time has been subsequently extended due to any reason stated in Paragraphs 6.4 or 12.1 or
- the nature or the scope of the agreed products to be supplied has changed or
- the design, the material or the execution has undergone changes because any documents furnished by Buyer were not in conformity with the actual circumstance, or were incomplete, and the Buyer did not draw or was late in drawing the attention to requested standards and regulations.

6. Delivery

6.1 Unless expressly otherwise agreed, delivery shall be made FCA (according to the Incoterms in force at the moment of the Order Confirmation), from the place indicated in the Order Confirmation.

6.2 Delivery dates should be regarded as approximate only and time for delivery shall not be of essence unless previously agreed in writing by HUBER+SUHNER. Delivery after the stated delivery date shall not be treated as a breach by HUBER+SUHNER and shall not entitle the Buyer to any remedy nor does relieve the Buyer from the obligation to accept the delivery.

6.3 The delivery period shall commence on the latest of the following dates:

- the date on which the sale and supply agreement is entered into (date of the Order Confirmation)
- the date on which HUBER+SUHNER has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc. required for the supply of the products
- the date on which HUBER+SUHNER receives an advance payment or security deposit to which is entitled under the sale and supply agreement.

6.4 HUBER+SUHNER may in particular, without being conclusive, extend delivery schedules without liability in the event of scarcity of sourced materials and sourced products.

6.5 Compliance with any agreed delivery time is conditional upon Buyer’s fulfilling its contractual obligations, especially its payments and co-operation

responsibilities. If time is of essence and instead of a specific date a delivery period has been agreed, the first working day after the delivery period shall be considered as delivery date.

6.6 HUBER+SUHNER is entitled to make partial deliveries.

6.7 In the event the Buyer is in arrears with accepting delivery, HUBER+SUHNER reserves its right to charge storage costs. Paragraph 7.8 shall apply. In such event the risk shall pass to the Buyer at the moment that the products are deemed to have been delivered pursuant to the applicable Incoterms.

6.8 Notwithstanding that HUBER+SUHNER may have delayed or failed to deliver the products (or any part of them) promptly, the Buyer shall be bound to accept delivery and to pay for the products in full provided that the delivery shall be tendered at any time within three (3) months of the original scheduled date of delivery.

6.9 It is not permitted to return products supplied by HUBER+SUHNER without a prior written consent of HUBER+SUHNER and a valid RMA number provided by HUBER+SUHNER. The validity period for a RMA number is maximal thirty (30) days. Except as otherwise stated herein or agreed between the parties, any return shipments shall always be at the expense and risk of the Buyer. In the event of non-authorized return shipments or returns with an expired RMA number, HUBER+SUHNER is entitled to charge a handling fee.

6.10 The risk of the supplies shall pass to the Buyer according to the agreed Incoterms clause. As regards on-site supplies, the risk shall pass to the Buyer by the beginning of use of the supplied products.

7. Payment terms

7.1 Unless otherwise stated in the Order Confirmation or agreement, payments shall be made by the Buyer within thirty (30) days from the date of invoice. The Buyer shall pay all amounts due under the concluded sale and supply agreement in full and the Buyer is not entitled to make any deduction for cash discount, expenses, taxes, levies, fees, duties, claims and the like.

7.2 The payment shall be made in the currency indicated on the invoice, i.e. in the currency stated in the Order Confirmation, via bank transfer into the account indicated by HUBER+SUHNER. Any indication of change of account received by email need to be verified (double check) with HUBER+SUHNER account receivables department by Buyer. Payment executed on unverified bank accounts do not release the Buyer from its payment obligations.

7.3 If the Buyer believes that he or she has a rightful claim against HUBER+SUHNER regarding the performance of the sale and supply agreement, this circumstance shall not release the Buyer from the obligation to make payment for delivered products.

7.4 The Buyer may be obliged to make advance payment or security deposit if its credit line has been reached. HUBER+SUHNER has the right to suspend performance of its obligation until the Buyer has fulfilled the contractual obligation to make the advance payment or security deposit.

7.5 For materials and products which have to be delivered within twenty-four (24) hours of receipt of the Order or which lead to changes in production schedules

due to the urgency notified to the Buyer, HUBER+SUHNER is entitled to charge up to 20 % on the net invoice amount.

7.6 The dates of payment shall also be observed if transport or delivery of the products is delayed or prevented due to force majeure, or if minor, unimportant parts are missing, or if post-delivery work is to be carried out without the products being prevented from use.

7.7 If payments are not received by the end of the payment term, the Buyer is automatically in default without further notice and shall be liable for default interest in the amount of 8% p.a. with effect from the agreed date on which the payment was due. Payment of the interest does not release the Buyer from the obligation to make payments on the agreed dates or from the obligation to pay damages, which might exceed the interest rate mentioned.

7.8 If the Buyer is in arrears with payments or with accepting delivery from HUBER+SUHNER, HUBER+SUHNER shall have the right, but not the obligation, to withhold further deliveries, including deliveries not related to the concerned delivery, until full payment of the outstanding amounts, including default interest. If the Buyer is in arrears, HUBER+SUHNER shall in addition have the right, but not the obligation, to shorten the payment terms or to require pre-payment, in each case, unilaterally by written notification to the Buyer, with immediate effect for future deliveries and for an unlimited time period. In addition HUBER+SUHNER shall have a right to collect administrative fee for collection of debts according to the applicable laws.

7.9 The Buyer is not permitted to offset its outstanding receivables against those of HUBER+SUHNER.

8. Right of retention and cancellation, reservation of title

8.1 In the event of Buyer's non-performance or delay in performance or if there is serious doubt as to whether the Buyer will be able to comply with its contractual obligations to HUBER+SUHNER, or in the event of the Buyer's insolvency, suspension of payments, complete or partial stoppage of work, liquidation or the transfer or encumbrance of its business, including the transfer or pledging of an important part of its accounts receivable, or if any items of property belonging to the Buyer are seized by way of provisional seizure or in execution judgement, HUBER+SUHNER shall have the right, without notice of default or judicial intervention, either to suspend execution of the sale and supply agreements or partially or wholly dissolve such agreements without HUBER+SUHNER being liable to any compensation or guarantee, and without prejudice to any of its other right. HUBER+SUHNER is as well entitled to delay the performance of its obligations until the Buyer has provided sufficient security or pre-payment in an amount determined by HUBER+SUHNER, without bearing any liability for it.

8.2 HUBER+SUHNER shall remain the owner of all supplies until having received the full and final payments in accordance with the Order Confirmation. The Buyer shall, at the request of HUBER+SUHNER, do or procure the doing of all such acts and will execute or procure the execution of such documents as HUBER+SUHNER may consider necessary or desirable, or useful for the protection of HUBER+SUHNER title.

8.3 Until property in or title to the supplies pass to the Buyer in accordance with Paragraph 8.2 hereinabove, Buyer shall hold all supplies and each of them on a fiduciary basis as bailee for HUBER+SUHNER. The Buyer shall store the

supplies (at no cost to HUBER+SUHNER) separately from all other goods in its possession and shall mark them in such a way that they are clearly identified as HUBER+SUHNER's property. The Buyer shall not encumber such supplies in any manner whatsoever.

9. Inspection, defects

9.1 The Buyer shall inspect the products delivered, including partial deliveries, as soon as possible, but no later than two working days after delivery and shall immediately, but no later than twenty-four (24) hours after inspection, notify HUBER+SUHNER in writing or by e-mail of any deficiencies or defects. If the defect or the deficiency could not be observed during the inspection, the Buyer shall notify HUBER+SUHNER in writing or by e-mail of such deficiencies or defects immediately, but no later than within twenty-four (24) hours after discovering it.

9.2 The above mentioned notification shall include a full description of the alleged defects and deficiencies and information about the moment of discovering it.

9.3 Any claim made by the Buyer with regard to delivered products shall also be extinguished if:

- the Buyer has failed to notify the defect or deficiencies of the products to HUBER+SUHNER in proper time mentioned in Paragraph 9.1 above,
- the defects or deficiencies were caused by normal wear and tear or other reasons described in Paragraph 10.4,
- the defects or deficiencies were caused by improper handling, use, storage or handling of the products by the Buyer or other entities,
- the subject of the agreement is delivery of used products,
- the Buyer has prevented HUBER+SUHNER from investigating the products for defaults and deficiencies,
- the products have been processed or mixed and it is impossible to identify them as products originating from HUBER+SUHNER.

9.4 HUBER+SUHNER reserves the right to inspect the alleged default or deficiencies in the products after receiving a notification from the Buyer. The place and time of inspection shall be agreed with the Buyer.

9.5 Any return must be authorized by HUBER+SUHNER in advance and have a valid RMA number provided. The validity period for RMA number is maximum thirty (30) days. Unauthorized returns or returns with an expired RMA number will be rejected and a handling fee will be applied at HUBER+SUHNER discretion.

9.6 Deficiencies or defaults of any kind in the products shall not entitle the Buyer to any rights or claims other than those expressly stipulated in these T&C. In particular, deficiencies or defaults of products delivered in partial deliveries shall not entitle the Buyer to refuse the entire delivery. Potential complaints do not have any effect on the payment obligation of the Buyer.

10. Guarantee, liability for defects

10.1 Guarantee period

The warranty period for all HUBER+SUHNER supplies is one (1) year and commences upon delivery. In case of partial deliveries, the period mentioned above shall be enforced individually. If dispatch is delayed due to reasons or factors beyond HUBER+SUHNER's control, the guarantee period shall end not later than eighteen (18) months after HUBER+SUHNER's notification that the products are ready for dispatch.

For replaced or repaired products or parts of products, the warranty period ends with the expiry of the original warranty period unless there are mandatory provisions of applicable law, which regulate this issue differently.

The guarantee expires immediately if the buyer or a third party performs inappropriate modifications or repairs or if the Buyer, in case of a defect, does not immediately all appropriate steps to mitigate the damage and to notify HUBER+SUHNER in writing or electronically of the defect and to allow HUBER+SUHNER to remedy such defect.

10.2 Liability for defects in material, design and workmanship

HUBER+SUHNER shall provide subsequent performance for defective supplies by, at its sole discretion, either eliminating the defect (rectification of defect) or delivering products free of defects (subsequent delivery). Replaced parts shall become HUBER+SUHNER property. HUBER+SUHNER bears the costs of remedying the defective parts in its works. The repair and replacement costs outside the works of HUBER+SUHNER are to be borne by Buyer.

10.3 Liabilities for express warranties

Express warranties are only those, which have been expressly specified as such in the Order Confirmation. An express warranty is valid until the expiry of the guarantee period at latest, unless an extended period has been agreed upon. If the express warranties are not or only partially achieved, HUBER+SUHNER has the right to carry out improvements. The Buyer shall give HUBER+SUHNER sufficient time and shall extend its assistance and cooperation to enable HUBER+SUHNER to carry out such improvements. If such improvements fail completely or in part, the Buyer may claim a reasonable reduction of price.

For new transceivers an optional non assignable 'limited lifetime warranty' may be agreed by the parties in form of an expressed warranty. Such lifetime warranty period amounts to maximal five (5) years. Any other statements made with respect to the lifetime of HUBER+SUHNER products are purely indicative and never constitute a warranty. HUBER+SUHNER does not give any warranties regarding the lifetime of the HUBER+SUHNER products, except transceivers.

10.4 Exclusion from the liability of defects

Excluded from HUBER+SUHNER guarantee and liability for defect are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship or which are caused by circumstances for which HUBER+SUHNER is not responsible, such as but not limited to improper or insufficient installation by Buyer, maintenance or incorrect operation, improper operating conditions failure to store the products appropriately, excessive

stress, repairs and modifications made without HUBER+SUHNER's written consent, repairs and modifications carried out improperly by the Buyer, non-use of original spare parts, as well as normal wear and tear and cosmetic defects which do not affect the functionality of the products.

TO THE MAXIMUM EXTENT PERMITTED BY LAW HUBER+SUHNER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY.

10.5 Supplies of sub-suppliers

For supplies, parts, products and services of sub-suppliers prescribed by the Buyer, HUBER+SUHNER assumes liability only to the extent of such sub-suppliers' liability obligations towards HUBER+SUHNER

10.6 Exclusivity of liability claims

With respect to any defective material, bad design or poor workmanship as well as to any failure to fulfil express warranties, the Buyer shall not be entitled to any claims of cancellations or damages or to any rights or claims expressly stipulated in Paragraphs 10.1 to 10.5. Expressly excluded is, in particular, without being conclusive, any damages for reimbursement of investigation and rip & replacement costs, price reduction or cancellation or termination of the concerned sale and supply agreement.

10.7 Liability for additional obligations

HUBER+SUHNER is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligation concerned.

10.8 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of HUBER+SUHNER.

11. Software

11.1 All software, including firmware, supplied by HUBER+SUHNER together with the products, remains in the ownership of HUBER+SUHNER. The Buyer is granted a non-exclusive, right to use the software, including any related documentation and updates, for use of the products supplied with the software. The Buyer is not authorized decompile or reverse engineer the software. The transfer is only permitted together with the product.

11.2 No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by HUBER+SUHNER, nor may be copied or otherwise duplicated, even for the Buyer's internal needs apart from a single back-up copy for safety reasons.

11.3 The content and scope of a license regarding software supplied by a third party is dependent on the license conditions of the third party supplier.

11.4 All other rights, especially copyrights and related rights of use and powers remain without restriction with HUBER+SUHNER and/or with the third party supplier, respectively.

11.5 The warranty period for software is six (6) months starting with the delivery of the products. HUBER+SUHNER warrants that the software substantially conforms to the specifications in the Order Confirmation. Except for the foregoing, the software is provided "as is". In no event, HUBER+SUHNER

warrants that the software is free of errors, vulnerabilities and that its use is uninterrupted. For software supplied under license from third parties, the warranty terms are those, which HUBER+SUHNER is authorized to provide to its Buyers. Except for the provisions of this Paragraph 11.5, Paragraph 10 shall be applicable to all deficiencies and warranty claims relating to software. Regular bug fixing and provisions of upgrades are not included in the warranty obligations of HUBER+SUHNER and need to be agreed separately.

12. Force majeure

12.1 The parties shall be entitled to suspend performance of their contractual obligations without any liability to the extent that such performance is impeded by any of the following circumstances (force majeure events): war, armed conflict, civil war, act of terrorism, sabotage, act of authority, act of God, explosion and fire, strikes, imposition of sanctions and of export control limitations.

12.2 Delivery Dates of Orders placed after an event of Force Majeure has ceased, if future development still remain uncertain (e.g. in case of pandemic), are not binding and need to be adapted if the supply chain of HUBER+SUHNER is affected by said situation. HUBER+SUHNER shall not be in default upon expiry of the delivery date and no consequences of default shall arise. HUBER+SUHNER will not become liable for any agreed delays payments, damages or compensations of any reason whatsoever. The parties shall agree on a later delivery date, taking account of the specific situation.

12.3 The party claiming to be affected by a force majeure event shall notify the other party in text form without delay on the intervention and on the cessation of a force majeure event.

12.4 Should a force majeure event continue for more than six (6) months, either party shall have the right to terminate the agreement without liability and with immediate effect.

13. Non-performance, bad performance and their consequences

13.1 In all cases of bad performance or non-performance not expressly covered by these T&C, in particular if HUBER+SUHNER, without any valid reasons, starts execution of the supplies so late that punctual completion is unlikely to be foreseen, or if any execution contrary to an Order can be clearly foreseen due to HUBER+SUHNER fault, then the Buyer shall grant a reasonable period for HUBER+SUHNER to remedy the bad performance or non-performance. If such additional period lapses due to HUBER+SUHNER fault, the Buyer shall be entitled to terminate the Order and claim refund of payments already made.

13.2 In such a case Paragraph 14 shall apply to regard to any claims for damages on the part of the Buyer and with exclusion of any further liability, and any claim for damages shall be limited to 10% of the Order value affected by such termination.

14. Limitation of liability

14.1 The liability of HUBER+SUHNER under the sale and supply agreements shall be limited to the fulfilment of the contractual obligations. The liability of HUBER+SUHNER shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to indirect and consequential damages, loss of profit, loss of revenues, loss of data, loss of

use, is hereby expressly excluded to the extent permissible by law. In no event HUBER+SUHNER liability shall exceed the value set forth in the Order Confirmation.

14.2 The Buyer shall have no rights or claims irrespective on what ground they are based (including, but not limited to, damages, reduction of price, termination or withdrawal from the Contract), except for those mentioned explicitly in these T&C, except for damages caused intentionally or grossly negligently by HUBER+SUHNER, but does not apply to unlawful intent or gross negligence of persons employed or appointed by HUBER+SUHNER.

14.3 Any potential liability, to the extent legally permissible, is limited in any event to the order value of those HUBER+SUHNER products or services, from which the liability arises.

15. Return of packaging material and recycling

15.1 As a rule, packing is not returnable. It is at the discretion of HUBER+SUHNER whether to take back packaging, without any additional payment for the Buyer and under the condition that the freight has to be fully paid by the Buyer.

15.2 HUBER+SUHNER is not obliged to recycle products delivered by HUBER+SUHNER, unless such obligation arises from the provisions of law.

15.3 The Buyer shall not be entitled to any rights regarding the return of packaging material or the recycling of products delivered by HUBER+SUHNER.

15.4 Reels / drums / coils may be taken back without any additional remuneration for the Buyer, provided, that they are in good working order and condition, and the freight has been fully paid by the Buyer.

16. Right of recourse of HUBER+SUHNER

If, through actions or omissions of the Buyer or of persons employed or appointed by the Buyer to perform any obligations, personal injury, damage to the property of third parties or other damages have occurred and if a claim is made against HUBER+SUHNER, then the latter shall be entitled to take recourse against the Buyer. The Buyer shall hold harmless and fully indemnify HUBER+SUHNER.

17. Personal data

If it is necessary to collect personal data to perform any sale and supply agreement subject to these T&C, HUBER+SUHNER will collect personal applying the provisions of the applicable laws.

More information can be found in HUBER+SUHNER Data Protection Statement.

18. Confidentiality, Compliance, Trade Compliance

18.1 HUBER+SUHNER and the Buyer shall maintain the confidentiality of any business information which relates to other party and not disclose it to any third party. Business information shall be interpreted in the broadest sense and include any information which is disclosed by other party or which comes to other party's knowledge due to performing or in connection with the agreement.

The parties may conclude additional non-disclosure agreement to specify the obligations to keep confidentiality.

18.2 The Buyer shall at all-time comply with applicable laws, regulations and standards.

18.3 The Buyer states that acquainted himself with the ethic and compliance rules issued by HUBER+SUHNER in particular with being conclusive with the Code of responsible business conduct and shall comply to these rules without any exceptions.

18.4 The Buyer shall not sell, export or re-export, directly or indirectly, any information, technical data and products supplied by HUBER+SUHNER under an Order to any individual or country for which an export license or other any governmental approval without first obtaining such license or approval or for which a sanction or an embargo has been imposed.

18.5 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied by HUBER+SUHNER under or in connection with an Order that fall under the scope of any sanction law and ordinance imposing measures in connection with the situation in Ukraine, in particular, without being conclusive, those laws, ordinances and measures issued by the competent authorities of the EU countries, of the UK and of Switzerland. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain.

18.6 Upon request from HUBER+SUHNER, the Buyer agrees to provide periodic written certifications as to the continued accuracy of the statements and covenants contained in Paragraphs 18.4 and 18.5. The Buyer shall provide all documentation which may be requested by law, regulation or reasonably be requested by HUBER+SUHNER regarding the export and or re-export of information, technical data products supplied by HUBER+SUHNER under an Order.

18.7 HUBER+SUHNER reserve the right to refuse to enter into or to perform any Order, and to cancel any Order if HUBER+SUHNER in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates would violate any export control and sanctions rules to which it is subject. HUBER+SUHNER shall be excused from performance, and not be liable for damages or costs of any kind, including but not limited to penalties and/or liquidated damages for late delivery, for failure to deliver resulting from an authority's denial, withdrawal or delay in granting such authorisations or licences.

18.8 A breach of the foregoing paragraphs shall constitute a substantial breach of the sale and supply contract effective between HUBER+SUHNER and the Buyer.

19. Jurisdiction and applicable law

19.1 Buyer irrevocably submits to the exclusive jurisdiction of the courts of Singapore. HUBER+SUHNER shall, however, be entitled to appeal the competent court at the Buyer's registered address.

19.2 These T&C and all sale and supply agreements that are subject to these T&C shall be governed by the laws of Singapore without reference to its conflicts of law provisions.

HUBER+SUHNER (Singapore) Pte Ltd
114 Lavender Street, #02-67 CT HUB
2338729 Singapore
Singapore
+65 6472 2777