

Terms and conditions:

1. Definitions

<i>Business Day</i>	a day other than a Saturday, Sunday or public holiday in Singapore when banks in Singapore are open for business
<i>Buyer</i>	Jason Electronics Pte Ltd
<i>Conditions</i>	these terms and conditions
<i>Contract</i>	the contract between the Buyer and the Vendor for the supply of Goods and/or Services in accordance with these Conditions
<i>Contract Price</i>	the price of the Contract for the supply of Goods and/or Services
<i>Deliverables</i>	all documents, products and materials developed by the Vendor or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts)
<i>Goods</i>	the goods (or any part of them) as set out in the Order
<i>Goods Specification</i>	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the Vendor
<i>Intellectual Property Rights</i>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
<i>Order</i>	the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or in the Buyer's written acceptance of the Vendor's quotation, as the case may be.
<i>Services</i>	the services to be provided by the Vendor under the Contract as set out in the Service Specification
<i>Service Specification</i>	the description or specification for Services agreed in writing by the Buyer and the Vendor
<i>Vendor</i>	the party named in the Contract supplying the Goods and/or Services to the Buyer

2. Basis of Contract

- a. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Vendor in accordance with these Conditions.
- b. The Order shall be deemed accepted on the earlier of:
 - i. the Vendor issuing written acceptance of the Order; or
 - ii. any act by the Vendor consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (the *Commencement Date*).

- c. These Conditions apply to the Contract to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- d. All of the Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Supply of Goods

- a. The Vendor shall ensure that the Goods shall:
 - i. correspond with their description and any applicable Goods Specification;
 - ii. be of satisfactory quality (within the meaning of the Sale of Goods Act (Chapter 393) (SGA)) and fit for any purpose held out by the Vendor or made known to the Vendor by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Vendor's skill and judgment;
 - iii. where applicable, be free from defects in design, materials and workmanship and remain no less than 12 months after delivery; and
 - iv. comply with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of the Goods.
- b. The Vendor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- c. The Buyer shall have the right to inspect and test the Goods at any time before delivery.
- d. If, following such inspection or testing, the Buyer considers that the Goods do not conform or are unlikely to comply with the Vendor's undertakings at Paragraph 3(a), the Buyer shall inform the Vendor and the Vendor shall immediately take such remedial action as is necessary to ensure compliance.
- e. Notwithstanding any such inspection or testing, the Vendor shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Vendor's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Vendor has carried out its remedial actions.

4. Delivery of Goods

- a. The Vendor hereby agrees with the Buyer to prosecute diligently to completion the supply of the goods or services and to deliver the same to the Buyer in accordance with the delivery schedule as specified in the Order or as communicated by the Buyer to the Vendor (*Delivery Schedule*), where applicable. The delivery terms shall be agreed by the the Buyer's as defined under the INCOTERMS 2000.
- b. The Vendor shall promptly deliver to the Buyer all required certificates as part of the complete package.
- c. The Vendor shall ensure that:
 - i. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - ii. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any),

Material Safety Data Sheet (if any) and, if the Goods are being delivered by installments, the outstanding balance of Goods remaining to be delivered.

- d. The Vendor shall deliver the Goods:
 - i. on the date specified in the Order or, if no such date is specified, within 7 days of the date of the Order;
 - ii. to the address or location as set out in the Order or as instructed by the Buyer (*Delivery Location*);
 - iii. during the Buyer's normal hours of business on a Business Day, or as instructed by the Buyer.
- e. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- f. If the Vendor:
 - i. delivers less than 95% of the quantity of Goods ordered, the Buyer may reject the Goods; or
 - ii. delivers more than 105% of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods,and any rejected Goods shall be returnable at the Vendor's risk and expense. If the Vendor delivers less than the quantity of Goods ordered, and the Buyer accepts the delivery, a downward pro rata adjustment shall be made to the invoice for the Goods as stated in the Order. For avoidance of doubt, the Buyer shall not be required to pay any additional price if the Vendor delivers more than the quantity of the Goods ordered.
- g. The Vendor shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by installments, they may be invoiced and paid for separately. However, failure by the Vendor to deliver any one installment on time or at all or any defect in an installment shall entitle the Buyer to the remedies as set out in Paragraph 6 below.
- h. Title and risk in the Goods shall pass to the Buyer on completion of delivery.

5. Supply of Services

- a. The Vendor shall, from the Commencement Date and for the duration of this Contract provide the Services to the Buyer in accordance with the terms of the Contract.
- b. The Vendor shall meet any performance dates for the Services specified in the Order or notified to the Vendor by the Buyer.
- c. In providing the Services, the Vendor shall:
 - i. co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
 - ii. perform the Services with the best care, skill and diligence in accordance with best practices in the Vendor's industry, profession or trade;
 - iii. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Vendor's obligations are fulfilled in accordance with the Contract;
 - iv. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Vendor by the Buyer;
 - v. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- vi. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
- vii. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- viii. observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
- ix. hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Vendor (*Buyer Materials*) in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation;
- x. not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Vendor acknowledges that the Buyer may rely or act on the Services; and

6. Buyer's Remedies / Termination

- a. If the Vendor fails to deliver the Goods and/or perform the Services by the applicable date or in accordance with the Delivery Schedule, the Buyer shall, without limiting its other rights or remedies, have one or more of the following rights:
 - i. to terminate the Contract with immediate effect by giving written notice to the Vendor;
 - ii. to refuse to accept any subsequent performance of any Services and/or delivery of the Goods which the Vendor attempts to make;
 - iii. to recover from the Vendor any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
 - iv. where the Buyer has paid in advance for Services that have not been provided by the Vendor and/or Goods which have not been delivered by the Vendor, to have such sums refunded by the Vendor; and
 - v. to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Vendor's failure to meet such dates.
- b. If the Vendor fails to deliver the Goods in accordance with the Delivery Schedule, the Vendor shall pay to Buyer by way of liquidated damages a sum equivalent to 0.5% of the Contract Price for each day of delay, subject to a maximum of 10% of the Contract Price. The Parties irrevocably acknowledge that the liquidated damages set out in this Paragraph 6(b) represents a genuine pre-estimate of loss to the Vendor for the delay during the term of the Contract and shall not be in any case constructed as a penalty.
- c. If the Vendor has delivered the Goods that do not comply with the undertakings set out in Paragraph 4, then without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods:
 - i. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Vendor at the Vendor's own risk and expense;
 - ii. to terminate the Contract with immediate effect by giving written notice to the Vendor;
 - iii. to require the Vendor to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

- iv. to refuse to accept any subsequent delivery of the Goods which the Vendor attempts to make;
- v. to recover from the Vendor any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and
- vi. to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Vendor's failure to supply Goods in accordance with Paragraph 4.
- d. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Vendor.
- e. The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- f. For the avoidance of doubt, Buyer shall have right to terminate this Contract or to accept the above liquidated damages and consent to a later delivery date, it being understood that if the Goods are not delivered by such future date, the Buyer shall have the same rights under Paragraph 6.
- g. The Buyer may at its option and discretion, without limiting its other rights or remedies, and upon written notice to the Vendor, forthwith terminate this Contract without prejudice to any claim the Buyer may have hereunder:
 - i. in respect of the supply of Services, by giving the Vendor one months' written notice;
 - ii. in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Vendor, whereupon the Vendor shall discontinue all work on the Contract;
 - iii. if the Vendor neglects to perform the Contract diligently or refuses or neglects to comply with any reasonable orders given to it in writing by the Buyer in connection with the performance of the Contract, and the Vendor fails to make good the neglect, refusal or contravention stated in the written notice from the Buyer within ten (10) calendar days (subject to any written extension by the Buyer); or
 - iv. if the Vendor failed to maintain sufficient progress of the work as required under the Contract and that the Vendor would be, in the sole discretion of the Buyer, unlikely to effect the delivery of goods as specified in the Delivery Schedule.
- h. Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Vendor if:
 - i. the Vendor commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) calendar days of receipt of notice in writing to do so;
 - ii. the Vendor repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - iii. the Vendor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts or as having no reasonable prospect of so doing;
 - iv. the Vendor commences negotiations with all or any class of its creditors with a view to restructure any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - v. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Vendor;

- vi. the Vendor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- vii. the Vendor becomes bankrupt, or has a petition for winding up filed by its creditors, makes an arrangement or assignment in favour of its creditors or a receiver is appointed over any of its assets, enters into liquidation or winding up, or has its operations in any way dissolved or suspended.
- i. In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- j. In the event of such termination, the Vendor shall immediately deliver to the Buyer all Deliverables, Goods and materials (whether or not then completed or delivered), and the Vendor shall immediately return all Buyer Materials. If the Vendor fails to do so, the Buyer may enter the Vendor's premises and take possession of them. Until they have been returned or delivered, the Vendor shall be solely responsible for their safe-keeping and shall not use them for any purpose not connected with this Contract. The Buyer shall also have the right to finish the Contract by whatever methods it may deem expedient, including the hiring of any other contractor or contractors, at the Vendor's costs.
- k. The Buyer shall have no liability to the Vendor and the exercise of this right of termination shall be without prejudice to the Vendor's obligations under this Contract (e.g. indemnification of the Buyer and payment of liquidated damages for delay).
- l. Termination of the Contract, however arising, shall not affect the Buyer's rights and remedies that have accrued as at termination.

7. Charges and Payment

- a. The price for the Goods shall be the price set out in the Order, and shall be inclusive of the costs of packaging, insurance and carriage of the Goods unless otherwise agreed in writing by the Buyer. No extra charges shall be effective unless agreed in writing and signed by the Buyer.
- b. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Vendor in respect of the performance of the Services. Unless otherwise agreed in writing by the Buyer, the charges shall include every cost and expense of the Vendor directly or indirectly incurred in connection with the performance of the Services.
- c. In respect of the Goods, the Vendor shall invoice the Buyer on or at any time after completion of delivery. In respect of Services, the Vendor shall invoice the Buyer on completion of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- d. The Vendor shall maintain complete and accurate records of the time spent and materials used by the Vendor in providing the Services, and the Vendor shall allow the Buyer to inspect such records at all reasonable times on request.
- e. The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Vendor to the Buyer against any liability of the Buyer to the Vendor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

8. Intellectual Property Rights

- a. In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under the Contract, including without limitation the Deliverables or any part of them, the Vendor warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
- b. The Vendor assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- c. The Vendor shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with Paragraph 8(b) above.
- d. All Buyer Materials are the exclusive property of the Buyer.

9. Assignment

- a. Vendor shall not assign this Contract, or any part thereof, or any moneys due hereunder, or transfer, mortgage, charge, subcontract, declare a trust or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Buyer, such consent not to be unreasonably withheld. If written consent is granted, any such assignment by Vendor shall not increase or alter the Buyer's obligations under this Contract unless expressly agreed.
- b. Buyer reserves the right to assign this Contract, in whole or in part, to any party, including the Buyer's affiliates, the Buyer's parent company (*Parent*), affiliates of the Parent, or any person(s) designated by Parent. The Buyer may also transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10. Insurance

- a. The Vendor shall procure, maintain and continue in force, with financially sound and reputable insurers and at its own costs and expenses, all insurances (e.g. the Work Injury Compensation insurance) as required by laws, regulations and/or statutes applicable to and covering any personnel, employees, agents or subcontractors of the Vendor in the performance of the Contract. During the term of the Contract, the Vendor shall also maintain in force, with financially sound and reputable insurers, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract.
- b. Upon Buyer's request, Seller shall produce both the insurance certificate giving details of the cover and receipt for the current year's premium in respect of each insurance.

11. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party (*Force Majeure Event*). Force

Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. For the avoidance of doubt, Vendor's economic hardship or changes in market conditions shall not be considered Force Majeure Events. The Vendor shall use all diligent efforts to end the failure or delay of its performance, and ensure that the effects of any Force Majeure Event are minimized and use its best endeavours to resume performance under the Order. If a Force Majeure Event prevents the Vendor from performing the Contract for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Vendor.

12. Relationship of the Parties

The Vendor is an independent contractor of Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

13. Notices

All notices, consents, claims, demands, waivers and communications hereunder (each, a *Notice*) shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by either party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt of the receiving party.

14. Indemnification

- a. The Vendor agrees to be responsible for, defend, protect, indemnify, and hold harmless the Buyer and the Parent, their affiliates (excluding the Vendor), officers, employees, agent, representatives, and sub-contractors free and harmless from and against any and all losses, costs (including, without limitation, the costs of any suit and professional (including legal) fees), claims, cause of action, and liabilities arising in favour of Vendor, its officers, employees, agents, representatives, subcontractors (or their servants), or affiliates (an *affiliate* of Vendor being an entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Vendor) or any survivors of any of the foregoing, on account of injury to or death of any such parties or loss of or damage to any property of any such parties arising out of, resulting from, or relating in any way to this Contract or any activities or omissions in connection herewith, regardless of whether the Buyer and/or others may be wholly, concurrently, or solely negligent or otherwise at fault, and regardless of any unseaworthiness of any vessel or any defect in premises, equipment, or materials, irrespective of whether the same pre-existed this Contract.
- b. The Vendor shall also keep the Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Buyer in connection with:
 - i. any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture,

supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Vendor, its employees, agents or subcontractors;

- ii. any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods; and
 - iii. any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services.
- c. This Paragraph 14 shall survive termination of the Contract.

15. Confidential Information

- a. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Vendor (including its employees, agents and subcontractors) (the *receiving party*), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential", in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Vendor shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Paragraph.
- b. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Paragraph as though they were a party to the Contract.
- c. This Paragraph shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Vendor at the time of disclosure; or (c) rightfully and legally obtained by the Vendor on a non-confidential basis from a third party.
- d. This Paragraph 15 shall survive termination of the Contract.

16. Rights to audit

Vendor shall establish a reasonable accounting system, which enables ready identification of Vendor's cost of goods and use of funds. Buyer may audit Vendor's records any time within three years after final payment to verify Buyer's payment obligation and use of Buyer's funds. This right to audit shall extend to any subcontractor engaged by the Vendor in the provision of the Services and/or Goods, and the Vendor shall ensure that each subcontractor agrees to this Paragraph 16.

17. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Paragraph shall not affect the validity or enforceability of the rest of the Contract.

18. Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Third Party Rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

20. Governing Law

Vendor shall ensure that its employees, agents and/or subcontractors comply with Buyer's health, safety and environmental policies and standards.

The terms and conditions of this agreement shall for all purpose be subject and construed in accordance with laws of Singapore and the parties hereto submit themselves to the laws of Singapore.