1. Scope; Offers. Unless otherwise agreed in writing, and to the fullest extent permitted by law, these General Conditions of Sale and Delivery (the "Conditions") apply exclusively to every Contract (as defined below) to the exclusion of any other terms, conditions, or specifications (whether or not incorporated into any document or correspondence) to which a Party (or to whom we have sent any documents or correspondence) attaches or refers to the extent that any such terms, conditions, or specifications are not included herein or incorporated by reference. This also applies to any conditions or terms set forth in the Quotation (as defined below) to which these Conditions are attached or which incorporates these Conditions by reference. The Quotation is hereby incorporated by reference into this Contract. Reduced Form. Any reduction or modification of these Conditions and the terms in the Quotation. The Purchaser’s acceptance of or response to such an offer (regardless of the media or means of acceptance or response) is only formed when we have made the Offer. Otherwise Electronic Acceptance. A purchase order or request for quotation ("Quotation") as used herein shall mean an offer of sale or supply of the Goods by us to the Purchaser for a price. A Contract is hereby formed (as defined below) when we accept these Conditions and the Quotation, the Offer (if any) and the acceptance thereof by the Purchaser. Unless expressly approved by us in Writing, any additional or conflicting terms will not form part of the Contract. A Contract may be cancelled by us at any time without notice. A Contract constitutes the entire agreement between the parties in relation to its subject matter. 2. Form. As used herein, (i) "In Writing" means in text form (including email, facsimile, or any other electronic format agreed upon by the Parties), and (ii) "Written Form" means a document hand-signed by our authorized representative(s). Any amendment or supplement to these Conditions and/or the Contract shall be made in writing. Set-off. Credit. Unless otherwise agreed in Writing by us, the Purchaser shall within fourteen (14) days of issuance of the invoice by us (the "Due Date") effect payment of such invoice, without deduction, in SGD via electronic bank transfer to such account as shall be notified by us. Delay in payment will result in the Purchaser being responsible for interest at a rate of one percent (1%) per month and compounded monthly at a rate of two percent (2%) per month from the Due Date until payment is made. If any payment is not received within the time frame agreed by the part or parties, we shall have the right to suspend further deliveries. In the event of non-payment, in addition to any other legal or equitable rights of the Purchaser, the Purchaser will cease to have any right to receive any further deliveries of Goods from us, and we shall be entitled to repossess the Goods. 3. Advice and Services. All technical advice, services and recommendations by us and our affiliates are given in our discretion and subjective judgment, and are intended for use only by suitably skilled and qualified persons having the relevant knowledge and experience. We do not undertake to acquire, for or on behalf of the Purchaser, any legal or other advice, technical advice, services and recommendations, given at our discretion and subjective judgment, is at its own risk, and we assume no responsibility for the use thereof. Any notes, publications, advice, recommendations, or information herein, we disclaim all and any liability, to the maximum extent allowed by law, for any damage or injury, including, but not limited to, pecuniary loss, suffered by the Purchaser as a result of reliance on, the opinion, advice or decision (exercised freely), to place reliance on our technical advice, services and recommendations. 4. Prices. Unless otherwise agreed in writing by us, our prices are quoted in Singapore dollars (SGD) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, levies, duties, or similar charges payable at the time of delivery of the Goods, shall be paid by the Purchaser, and these additional costs will be payable as and when incurred in the manner agreed by the Parties. Payment must be made in full and without deduction or set-off by way of counter-claim of any nature. Any decreases in the price of raw materials or of equipment normally used by us or our affiliates for the manufacture, handling or processing of the Goods shall not affect the price of the Goods, unless used in manufacture of any of the Goods, necessarily not to operate, or to reduce operation, of equipment in order to protect the safety of people or the environment. The Contract for the delivery and sale of the Goods affects the performance of its obligations under the Contract. Promptly after a party determines that a Force Majeure Event exists, that party shall notify the other party of the Force Majeure Event. A Force Majeure Event affects the performance of its obligations under the Contract. For the avoidance of doubt, any Force Majeure Event affecting any facility at which our affiliates produce products substantially similar to the Goods shall be considered a Force Majeure Event for purposes of the Contract. In the event of a dismissal of the Goods due to a Force Majeure Event, we may apportion any reduced quantity of Goods among ourselves, our affiliates and customers in a reasonable manner (but otherwise subject to any applicable priority orders or other contract requirements) that may arise. We shall not be required to acquire any further raw material or to manufacture or produce any additional Goods at the same or reduced cost. For the avoidance of doubt, any Force Majeure Event affecting any facility at which our affiliates produce products substantially similar to the Goods shall be considered a Force Majeure Event for purposes of the Contract. If there is a shortfall in the quantity of the Goods due to a Force Majeure Event, we may apportion any reduced quantity of Goods among ourselves, our affiliates and customers in a reasonable manner (but otherwise subject to any applicable priority orders or other contract requirements) that may arise. We shall not be required to acquire any further raw material or to manufacture or produce any additional Goods at the same or reduced cost. For the avoidance of doubt, any Force Majeure Event affecting any facility at which our affiliates produce products substantially similar to the Goods shall be considered a Force Majeure Event for purposes of the Contract. If there is a shortfall in the quantity of the Goods due to a Force Majeure Event, we may apportion any reduced quantity of Goods among ourselves, our affiliates and customers in a reasonable manner (but otherwise subject to any applicable priority orders or other contract requirements) that may arise.
18. **Applicable Law.** The Contract (including the Conditions) and any dispute or claim arising out of or in connection therewith or relating to the validity thereof shall be governed by the laws of the Republic of Singapore. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 or any subsequently enacted treaty or convention shall not apply to or govern the Contract or the performance thereof or any aspect of any dispute arising therefrom.

19. **Place of Jurisdiction.** The Purchaser and we irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

20. **Miscellaneous.** No Assignment. The Purchaser may not assign, transfer, charge or deal in any other manner with any or all of its rights or obligations under the Contract without our prior consent in Writing. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of Contract, and shall permit us, in addition to any other rights that we may have to terminate the Contract and claim damages. Severability. If any court or competent authority finds that any provision of these Conditions or the Contract or part of any provision thereof is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required be amended or deemed to be deleted, and the validity, legality and enforceability of the other provisions of the Conditions and the Contract shall not be affected. Third Party Rights. The Contract is solely for the benefit of the Purchaser and we and it shall be deemed to benefit to or be enforceable by any such third parties.

We shall not be liable for any infringement or allegation of infringement of any third party Intellectual Property Rights, or the combination with other goods not made or supplied by us; or (ii) modification of the Goods or any part thereof by the Purchaser or a third party, Collection, Use and Disclosure of Data. We may from time to time, request for data (including without limitation, personal data of officers of the company) ("Data") from the Purchaser as we deem fit for purposes of credit and due diligence checks (or for such other purposes as may be required from time to time by us to the Purchaser in Writing). Upon provision of such Data to us, the Purchaser shall be deemed to have obtained the prior consent of any individual from whom such Data is collected in compliance with Policies. We refer to the documents relating to Conduct, "Global Social Policy" and "Our Values for the Environment, Safety, Health and Compliance", in particular the policies relating to Conduct, "Global Social Policy" and "Our Values for the Environment, Safety, Health and Compliance" which are available on our website and which apply exclusively to us and our affiliates. We expect the Purchaser and its affiliates to comply with the internationally recognised minimum standards of the International Labour Organization (ILO). In addition, the Purchaser and its affiliates undertake to comply with all anti-corruption laws applicable to the commercial relationships between the Purchaser and us. If we inform you in Writing that such law in connection with the Contract shall constitute a material breach of the Contract which, notwithstanding any of our other rights and remedies, shall entitle us to terminate the Contract immediately.