

STANDARD TERMS AND CONDITIONS OF SALE (V1)

The Vendor (Weidmüller Pte Ltd, its subsidiaries, associates and related parties) has agreed to sell and the Purchaser has agreed to buy engineering components / services (hereinafter called "the Goods and Services") on the terms and conditions herein contained.

THE PARTIES hereto agree as follows:-

1. Conditions Applicable

1.1 These conditions shall apply to all contracts for the sale of the Goods and Services by the Vendor to the Purchaser to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document.

1.2 All orders for the Goods and Services shall be deemed to be an offer by the Purchaser to purchase the Goods and Services pursuant to these conditions.

1.3 Acceptance of delivery of the Goods and Services shall be deemed conclusive evidence of the Purchaser's acceptance of these conditions.

1.4 Any variation to these conditions, including any special terms and conditions agreed between the parties, shall be inapplicable unless agreed in writing by the Vendor.

1.5 The Vendor reserves the right to decline to accept any order from or through the Purchaser.

2. Licenses

2.1 The Vendor shall promptly, at its own cost, obtain all necessary export licences, clearances and other consents necessary for the supply of the Goods and Services.

2.2 The Purchaser shall promptly, at its own cost, obtain all necessary import licences, clearances and other consents in necessary for the purchase of the Goods and Services.

3. Delivery and Acceptance of the Goods and Services

3.1 The Vendor shall deliver the Goods and Services to the Purchaser according to the Incoterms agreed at point of ordering.

3.2 Risk of any loss of or damage to the Goods and Services shall pass from the Vendor to the Purchaser in accordance to Incoterms.

3.3 The Goods and Services shall be subject to final inspection and acceptance by the Purchaser upon delivery. The Purchaser may reject the Goods and Services during the period from the date of delivery to the date which is seven (7) days thereafter (both dates inclusive). If the Purchaser fails to give notice of rejection within the stipulated period, the Purchaser shall be deemed to have accepted the Goods and Services at the end of such period.

3.4 Where the Purchaser rejects any Goods and Services then the Purchaser shall have no further rights whatever in respect of the supplies to the Purchaser of such Goods and Services or the failure by the Vendor to supply Goods and Services which conform to this Agreement.

3.5 The Vendor shall not be liable to the Purchaser for late delivery or short delivery of the Goods and Services.

4. Purchase Consideration

4.1 The price of the Goods and Services shall be the Vendor's quoted price.

4.2 The price is exclusive of goods and services tax, withholding and other taxes (if any) which shall be due at the rate ruling on the date of the Vendor's invoice, such taxes being at the Purchaser's expense.

4.3 If the Purchaser fails to make any payment on the due date then without prejudice to any of the Vendor's other rights the Vendor may :-

4.3.1 suspend or cancel deliveries of the Goods and Services due to the Purchaser;

4.3.2 appropriate any payment made by the Purchaser to such of the Goods and Services as the Vendor may in its sole discretion think fit;

4.3.3 treat this Agreement as repudiated by the Purchaser; and/or

4.3.4 charge interest which shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 1% per month and shall accrue at such a rate after as well as before any judgment.

5. Warranty of the Goods and Services

5.1 All implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the Goods and Services or any of the Goods and Services are excluded.

6. Default

6.1 If:-

(a) the Purchaser fails to observe or perform all or any provision of this Agreement;

(b) there shall be suspension or discontinuance or threatened suspension or discontinuance of business of the Purchaser or dissolution or winding-up of the Purchaser;

(c) the Purchaser enters into any compromise, arrangements or composition with the creditors of the Purchaser or any assignment for the benefit of such creditors;

(d) a petition for the dissolution or winding-up of the Purchaser is presented; or

(e) any judgment against the Purchaser shall remain unsatisfied for more than fourteen (14) days; then, the Vendor shall have the right to terminate this Agreement forthwith without prejudice to the Vendor's rights to sue for damages suffered by the Vendor.

7. Retention of Title

7.1 Notwithstanding that risk in the Goods and Services shall pass to the Purchaser upon delivery full legal and equitable title and interest in all and any of the Goods and Services shall remain in the Vendor and shall not pass to the Purchaser until the Vendor shall have received payment in full of all amounts due and owing from the Purchaser to the Vendor for the time being (including any interest accruing and owing to the Vendor) and from time to time in respect of all of the Goods and Services.

7.2 During such time as title in the Goods and Services remains in the Vendor the Purchaser shall store or otherwise keep the Goods and Services in such a way as clearly to indicate at all times that the Goods and Services are owned by the Vendor and shall not remove obscure or delete any mark placed on the Goods and Services by the Vendor which enables the Goods and Services to be identified.

7.3 During such time as title in the Goods remains in the Vendor, the Purchaser shall have power to deal with the Goods as fiduciary bailee of the Vendor in the normal course of its business and to dispose of the Goods by way of bona fide sale at full market value.

7.4 If the Purchaser shall sell any of the Goods it shall hold all the proceeds of sale as trustee for the Vendor and shall (until payment of

amounts due to the Vendor) place such proceeds in a separate bank account and hold the same to the order of the Vendor.

7.5 Upon any such sale by the Purchaser of the Goods, all rights which the Purchaser may have against the buyer of them shall automatically vest in the Vendor. The Purchaser shall indemnify and keep indemnified the Vendor in respect of any proceedings, action or claim of any nature whatever made or brought by the said buyer against the Vendor in respect of the Goods or any of them.

7.6 Without prejudice to any other rights or remedies arising out of any breach of contract by the Purchaser, the Vendor shall be entitled to repossess all or any of the Goods upon the happening of any of the events specified in Clause 6.

7.7 For the purpose of any repossession pursuant to Clause 7.6, the Vendor or its agent shall be entitled to enter upon any relevant land or buildings with such transport as may be necessary. All costs incurred by the Vendor or its agent in such repossession shall be borne by the Purchaser.

8. Assignment of Rights by Vendor, etc.

8.1 The Vendor shall be entitled to assign the rights or obligations hereunder to any third party.

8.2 The Purchaser may not withhold payment of any invoice or other amount due to the Vendor by reason of any right of set off or counter claim which the Purchaser may have or allege to have or for any reason whatever.

9. Indulgence, Limitations of liability

9.1 No relaxation, forbearance, delay or indulgence by the Vendor in enforcing any of the terms and conditions of this Agreement or the granting of time by the Vendor to the Purchaser shall prejudice, affect or restrict the rights and powers of the Vendor hereunder nor shall any waiver by the Vendor of any breach hereof operate as a waiver of any subsequent or any continuing breach of this Agreement.

9.2 Consequential damages: The rights and obligations of the parties are finally and conclusively limited to those expressly provided for in the contract. It is expressly agreed and understood that under no circumstances shall either of the Parties be liable for economic loss or consequential or indirect damages of any kind suffered by the other party, including but not limited

to, loss of anticipated profit, loss of contract or any other type of loss.

9.3 To the fullest extent permitted by law, the total liability, in the aggregate, of Weidmueller, Weidmueller officers, directors, partners, employees, agents, and subcontractors to Purchaser, and anyone claiming by, through, or under Purchaser for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this contract of sale, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total value of the contract of sale under which the goods are delivered.

10 Compliance with Export Control Regulations

10.1 If Recipient transfers Goods and Services (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Weidmueller or works and services (including all kinds of technical support) performed by Weidmueller to a third party Recipient shall comply with all applicable national and international export / re-export control regulations. In any event of such transfer of goods, works and services Recipient shall comply with the export control regulations of the Federal Republic of Germany, of the European Union, of the United States of America and the country of residence.

10.2 Prior to any transfer of goods, works and services provided by Weidmueller to a third party Recipient shall in particular check and guarantee by appropriate measures that:

- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of bypassing those embargos;
- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

10.3 If required to enable authorities or Weidmueller to conduct export control checks, Recipient, upon request by Weidmueller, shall promptly provide Weidmueller with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Weidmueller, as well as any export control restrictions existing.

10.4 Recipient shall indemnify and hold harmless Weidmueller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Recipient, and Recipient shall compensate Weidmueller for all losses and expenses resulting thereof.

10.5 Weidmueller shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. It is the Recipients obligation in such cases to conclusively proof that such supply does not fall within the restrictions of the export / reexport control regulations of sender country.

11. Agreement Supersedes Previous Arrangements

11.1 This Agreement embodies all the terms and conditions between the parties hereto and supersedes and cancels in all respects all previous arrangements, agreements and undertakings and in particular any representations or warranties, whether in respect of tax, benefits or otherwise and whether such be written or oral between the parties hereto.

12. Law

12.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of Singapore.