

## **TERMS AND CONDITIONS OF SALE**

(Version 1 December 2014 - Revised 14 April 2022)

### **1. GENERAL**

1.1 In these terms and conditions of sale ("Conditions") the following words have the meanings shown:

"**Buyer**" means the person, firm or company purchasing Goods and/or Services from Oglaend;

"**Contract**" means any agreement between Oglaend and the Buyer for the purchase of Goods and/or provision of Services from/by Oglaend;

"**Goods**" means goods manufactured by Oglaend and purchased by the Buyer on the terms of this Contract;

"**Oglaend**" means Oglaend System Singapore Pte Ltd.

"**Personnel**" means the employees, servants, directors, agents, consultants or other personnel of Oglaend or any of their subcontractors; and

"**Services**" means the services to be supplied by Oglaend under or in relation to the Contract.

1.2 Headings do not affect the interpretation of these Conditions.

### **2. MAKING THE CONTRACT**

2.1 Any written quotation, estimate and/or advertised price for the Goods and/or Services shall be an invitation to treat and no binding contract shall be created by placing an order on Oglaend's website or otherwise until Oglaend has sent an acknowledgement of order to the Buyer or (if earlier) Oglaend delivers the Goods or provides the Services to the Buyer, whereupon a Contract shall be formed. In the event that Oglaend has not provided an acknowledgement of order these Conditions, provided the Buyer shall have had prior notice of them, shall nonetheless apply to the Contract.

2.2 Any order shall be accepted entirely at the discretion of Oglaend. Oglaend reserves the right to reject any order in whole or in part for any reason, including where the Buyer fails the credit approval process of Oglaend, or exceeds its available credit limit with Oglaend, or the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available, Oglaend will inform the Buyer accordingly and may recommend a replacement. If the replacement is accepted by the Buyer, this will constitute a binding order for the replacement Goods and/or Services and Oglaend will deliver the replacement Goods and/or Services to the Buyer.

2.3 Any quotation made by Oglaend is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that Oglaend has not previously withdrawn it.

2.4 Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions or other representations. Any other general terms, conditions or other representations of the Buyer, even if they are known, are expressly excluded and rejected. These Conditions shall furthermore provide the basis for all future transactions regarding the sale of Goods and/or provision of Services by Oglaend.

2.5 These Conditions shall prevail unless expressly amended in writing and signed by two authorized representatives on behalf of Oglaend.

### **3. DESCRIPTION OF GOODS AND SERVICES**

3.1 The quantity, quality, description of and any specification for the Goods or Services shall be as set out in Oglaend's acknowledgement of order or, in its absence, Oglaend's quotation.

3.2 All descriptive matter, specifications and advertising issued by Oglaend and any descriptions, details or illustrations contained in Oglaend's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless otherwise agreed in writing.

3.3 Oglaend reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable national and/or EU laws, regulations and/or safety requirements or which do not materially affect the quality or performance of the Goods and/or Services.

3.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Personnel shall be construed to vary in any way any of these Conditions under the Contract unless otherwise agreed in accordance with section 2.5 above.

### **4. PRICE**

4.1 Subject to section 4.2 below, the price payable for Goods and/or Services shall be the price listed in Oglaend's quotation.

4.2 Unless otherwise agreed in writing, Oglaend's prices may be subject to increase due to increased raw material prices since the date of Oglaend's quotation or, if no quotation is issued, the Buyer's order. Unless otherwise agreed in writing, Oglaend accordingly reserves the right to adjust the invoice price payable by the amount of any increase in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price.

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- 4.3 All prices are exclusive of Goods and Services Tax (GST) and all other applicable taxes and duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.
- 4.4 Oglaend shall be entitled to invoice the Buyer by post, by courier or email for the price of the Goods and/or Services in Singapore dollars or in any other currency which may be agreed by the parties.
- 4.5 Oglaend has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods, warehouse storage or any additional costs resulting from any other alteration made by or requested in written form by the Buyer on or at the time of delivery or upon notification by Oglaend that the Goods are awaiting collection. Any such additional costs may be invoiced by Oglaend in Singapore dollars or in any other currency which may be agreed by the parties.

## **5. CARRIAGE AND INSURANCE**

- 5.1 The cost of carriage and insurance of the Goods to the Buyer's premises shall be in accordance with the applicable Incoterms 2020 (see section 5.2 below).

## **6. ADDITIONAL COSTS**

- 6.1 The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods or Services which are directly or indirectly incurred by Oglaend through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

## **7. TERMS OF PAYMENT**

- 7.1 Unless agreed otherwise in writing, all payments due under any Contract must be made by the Buyer within 30 days of the date of the invoice sent by Oglaend to the address provided by the Buyer.
- 7.2 The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Oglaend to the Buyer. Oglaend may set off any claim of any kind whatsoever which the Buyer may have against Oglaend under the Contract or any other contract or otherwise howsoever against any sum which would otherwise be due from the Buyer to Oglaend under the Contract or any other contract otherwise howsoever.
- 7.3 If the Goods or Services are delivered / provided in instalments, Oglaend shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with section 7.1 above in respect of each invoice.
- 7.4 Any failure by the Buyer to either pay any due instalment in accordance with this Contract or failure to give delivery instructions in respect of any Goods or Services shall cause the whole of the price for Goods and Services already manufactured or provided at the time of such a default, to become due forthwith without any notice.
- 7.5 Prompt payment shall be a condition precedent to future deliveries of the Goods / provision of Services due under any Contract.
- 7.6 Unless otherwise agreed in writing between the parties, Oglaend is entitled to charge and to be paid interest at 4% above the current LIBOR base rate on any unpaid invoices and/or any other overdue payments due from the Buyer.

## **8. DELIVERY OF GOODS**

- 8.1 The period for delivery shall be the period within which the Goods are intended to be despatched from Oglaend's premises and shall be calculated from the date of the receipt by Oglaend of the Buyer's order or the date of receipt of all necessary information to enable Oglaend to manufacture or procure the manufacture of the Goods, whichever shall be the later, and the Buyer shall take delivery of the Goods within such a period. If no period is stipulated by Oglaend, then delivery will be such time after receipt of instructions as Oglaend thinks reasonable.
- 8.2 Unless agreed otherwise in writing, all times or dates given for delivery of the Goods are given in good faith and time for delivery shall not be of the essence. Oglaend shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
- 8.3 Without prejudice to the warranties in section 12 below, no liability for non-delivery, loss of or damage to the Goods occurring post-delivery or for any claim that the Goods are not in accordance with the Contract will attach to Oglaend, unless claims to that effect are notified in writing by the Buyer to Oglaend (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if Oglaend's own vehicles have not been used to deliver the Goods):
- 8.3.1 immediately in case the loss of or damage to the Goods occurred in transit or upon delivery provided that the relevant loss or damage is expressly mentioned on the consignment note;
- 8.3.2 within 28 days of delivery of the Goods in the case of defective Goods; or
- 8.3.3 within 7 days of delivery of the Goods for any other noncompliance with the Contract.
- 8.4 If the Buyer fails to give notice in accordance with section 8.3 above, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.
- 8.5 All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.

- 8.6 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, Oglaend may at its sole discretion store the Goods at the risk and cost of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.
- 8.7 Oglaend shall have the right to make delivery by instalments of such quantities of the Goods and at such intervals as it may decide. Any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept further deliveries thereof.

## **9. RETURNS AND CANCELLATIONS**

- 9.1 Subject to section 8.3 above, Goods supplied pursuant to the Contract cannot be returned without Oglaend's prior written authorisation. Duly authorised returns:
- 9.1.1 shall be sent to Oglaend's premises at the Buyer's expense;
  - 9.1.2 may be subject to a handling charge of 20% of the value of the Goods; and
  - 9.1.3 must be in the same condition as originally supplied to the Buyer.
- 9.2 The Buyer may not cancel an order for Goods and/or Services including, but without limitation to, any Goods and/or Services that involve special requirements of the Buyer once the order has been inputted into Oglaend's ordering system, without the prior written consent of Oglaend.

## **10. PASSING OF TITLE AND RISK**

- 10.1 The risk shall pass in accordance with the applicable Incoterms 2020.
- 10.2 Title to the Goods shall not pass to the Buyer until Oglaend has received in full (in cash or cleared funds) all sums due to it in respect of:
- 10.2.1 the Goods; and
  - 10.2.2 all other sums which are or which become due to Oglaend from the Buyer on any account.
- 10.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- 10.3.1 hold the Goods on a fiduciary basis as Oglaend's bailee;
  - 10.3.2 store the Goods (at no cost to Oglaend) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Oglaend's property;
  - 10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - 10.3.4 maintain the Goods in satisfactory condition and keep them insured on Oglaend's behalf for their full price against all risks to the reasonable satisfaction of Oglaend. On request the Buyer shall produce the policy of insurance to Oglaend.
- 10.4 The Buyer may use the Goods in the ordinary course of the Buyer's business before ownership has passed to it.
- 10.5 The Buyer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events specified in sections 16.1.2 to 16.1.6 below.
- 10.6 Oglaend shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Oglaend.
- 10.7 The Buyer grants Oglaend, its Personnel an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that Oglaend shall have the right to intercept and repossess Goods in transit where the Buyer's right to possession has terminated.
- 10.8 Where Oglaend is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Oglaend to the Buyer in the order in which they were invoiced to the Buyer.
- 10.9 On termination of the Contract, howsoever caused, Oglaend's (but not the Buyer's) rights contained in this section 10 shall remain in effect. Oglaend's rights and remedies set out in this section 10 are in addition to and shall not in any way prejudice, limit or restrict any of Oglaend's other rights or remedies under the Contract or in law.

## **11. SUPPLY OF SERVICES**

- 11.1 Oglaend shall provide the Services to the Buyer in accordance with the Contract applying reasonable skill and care.
- 11.2 Oglaend shall use its reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Oglaend shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.
- 11.3 Where Oglaend is to perform the Services at the Buyer's premises, the Buyer shall:

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- 11.3.1 procure safe and unhindered access to the premises for all the Personnel to carry out the Services at all relevant times;
  - 11.3.2 ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;
  - 11.3.3 ensure the provision of adequate power, lighting, heating and other such facilities or supplies required for the provision of the Services;
  - 11.3.4 provide adjacent to where the Services are to be provided storage for the materials required for the Services;
  - 11.3.5 ensure that the site where Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel to comply with any applicable legislation and as Oglaend shall reasonably require; and
  - 11.3.6 be responsible for the Personnel's death or personal injury or damage to or loss of Oglaend (and subcontractors and Personnel)'s property whilst on the Buyer's premises except to the extent any such death or personal injury results from the negligence of Oglaend or its subcontractors.
- 11.4 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:
- 11.4.1 when Oglaend issues a written notice to the Buyer confirming such completion; or
  - 11.4.2 if Oglaend is available to perform the Services but is prevented from doing so by reason of:
    - (a) the lack of relevant assistance from the Buyer (such as lack of availability of test components or parts from the Buyer); or
    - (b) the condition of the Buyer's premises on the site at which the Services are to be provided and/or the facilities at or the services available at those premises at the time agreed for the provision of the Services; or
    - (c) the failure by the Buyer to comply with the Contract.

## **12. WARRANTIES**

- 12.1 Where Goods and/or Services are supplied with the benefit of a specific written warranty set out in another document produced by Oglaend, such warranty shall apply instead of the warranty set out in section 12.2 below. The warranty in section 12.2 shall only apply where no such specific warranty is supplied in relation to the Goods and/or Services. The exclusions in sections 12.4 and 12.6 to 12.8 shall apply to every such specific warranty except for the "manufacturer's lifetime warranty" set out in any operating instructions supplied with the Goods.
- 12.2 If the Buyer establishes to Oglaend's reasonable satisfaction within 12 months of the date of delivery of the Goods or performance of the Services that there is a defect in the materials or workmanship of the Goods or that the Goods or Services are supplied not in accordance with the Contract then Oglaend shall at its option, at its sole discretion and within a reasonable time:
- 12.2.1 repair or make good such defect or failure in such Goods free of charge to the Buyer (including all costs of transportation of any Goods or materials to and from the Buyer for that purpose); or
  - 12.2.2 replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services; or
  - 12.2.3 issue a credit note to the Buyer in respect of the whole or part of the Contract price or such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services.
- The performance of any one of the above options shall constitute an entire discharge of Oglaend's liability under this warranty.
- 12.3 Not used.
- 12.4 For the avoidance of doubt, the Buyer agrees to hold harmless and indemnify Oglaend from and against any and all costs relating to the removal or reinstallation of the Goods.
- 12.5 Any Goods repaired or replaced, or Services re-performed shall be warranted by Oglaend for a further period of 12 months commencing on the date such repair, replacement or re-performance was completed, provided that: (1) the overall warranty period for the affected Goods or Services shall not in any event exceed 24 months from the date of original delivery of the Goods or the original completion of the Services (as the case may be); and (2) subject in every case to the other provisions of this section 12, Oglaend's liability under this section 12 shall in no event exceed the purchase price of such Goods or Services.
- 12.6 Oglaend shall not be liable for breach of the warranty in section 12.2 above or any other warranty, guarantee or condition:
- 12.6.1 arising from any defect in Goods arising from any drawing, design or specification supplied by the Buyer;
  - 12.6.2 arising from any acts, omissions negligence or default of the Buyer or arising from fair wear and tear (unless expressly stated otherwise in the warranty document), wilful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions;
  - 12.6.3 not used;

- 12.6.4 arising from incorporation, alteration, modification or conversion of the Goods with any other goods, products or systems outside the intended purpose of the Goods, or as a result of non-compatibility of the Goods with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by Oglaend without Oglaend's prior written approval;
- 12.6.5 if the total price for the Goods and/or Services has not been paid by the due date for payment;
- 12.6.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to Oglaend within 10 days after the Buyer discovers or ought to have discovered the defect or failure; or
- 12.6.7 unless Oglaend is given a reasonable opportunity to examine such Goods or location at which the Services were performed and the Buyer (if asked to do so by Oglaend) returns such Goods or materials relating to the Services to Oglaend's place of business for the examination to take place there.
- 12.7 In each of the foregoing events under sections 12.6.1 to 12.6.4 above, the Buyer agrees to indemnify Oglaend against all actions, costs, charges, losses, damages and expenses which Oglaend may incur or sustain by reason of any action brought by any third party or end-user relating in any way to such events including but not limited to the installation of the Goods.
- 12.8 Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by statute, custom usage or otherwise are excluded to the fullest extent permitted by law.

### **13. BUYER'S RESPONSIBILITY**

- 13.1 The selection of the Goods and/or Services suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to Oglaend on which information or recommendations made by Oglaend are based is correct and that any assumptions made by Oglaend to supplement that data are suitable for the Buyer's purposes.
- 13.2 The Buyer shall ensure and guarantee that no companies and persons blacklisted on the respective blacklists of the United States, the European Union, Switzerland or other competent jurisdictions / governments are supplied with products, information, software or technology without the legally required approval. The Buyer shall further guarantee that it does not intend to use any products, information, software and technology delivered by Oglaend to the Buyer in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological, chemical) or carriers thereof.

### **14. LIMITATION OF LIABILITY**

- 14.1 Notwithstanding anything to the contrary under these Conditions or any Contract, this section 14 sets out the entire financial liability of Oglaend (including any liability for the acts or omissions of its Personnel) to the Buyer in respect of:
- 14.1.1 any breach of these Conditions;
- 14.1.2 any use made by the Buyer of any of the Goods or Services; or
- 14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 Oglaend shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.
- 14.3 Oglaend shall not be liable for any direct, indirect or consequential loss or damage howsoever arising.
- 14.4 **SUBJECT TO THE FOREGOING, OGLAEND'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, MISREPRESENTATION OR OTHERWISE) UNDER OR IN CONNECTION WITH THE PERFORMANCE, BREACH OF STATUTORY DUTY OR CONTEMPLATED PERFORMANCE OF ANY CONTRACT, OR BASED ON ANY CLAIM FOR CONTRIBUTION OR INDEMNITY, SHALL NOT EXCEED A SUM EQUAL TO THE INVOICE PRICE UNDER THE CONTRACT.**

### **15. BUYER'S INDEMNITY**

- 15.1 The Buyer shall be liable for and indemnifies Oglaend in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs, charges, expenses or other loss suffered by Oglaend arising:
- 15.1.1 under any relevant statutes and/or regulations; and/or
- 15.1.2 in respect of any act, omission, negligence, and/or breach of the terms of these Conditions or otherwise through the default of the Buyer.
- 15.2 Where Goods supplied by Oglaend are used by a third party in a manner not previously agreed in writing by Oglaend to be suitable, or in a manner not in accordance with these Conditions, including (but not limited to) section 13.3, Oglaend shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Buyer or any third party arising directly or indirectly from or in respect of such Goods or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Buyer shall indemnify and keep indemnified Oglaend from and against all such costs, loss, damage, liability or expenses suffered or incurred by Oglaend as a result of any claim or demand in respect thereof by any third party.

**16. DEFAULT OR INSOLVENCY OF BUYER**

16.1 In the event that:

- 16.1.1 the Buyer shall be in breach of any of its obligations under the Contract;
- 16.1.2 any distress or execution shall be levied on the Buyer's property or assets; or
- 16.1.3 the Buyer (an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him;
- 16.1.4 (if the Buyer is a company) the Buyer has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or the Buyer commences to be wound up; or
- 16.1.5 the Buyer fails to pay its debts as and when they fall due; or
- 16.1.6 such equivalent event in section 16.1.1 to section 16.1.5 occurs to the Buyer in its local jurisdiction;

Oglaend at its discretion and without prejudice to any other right or claim may by notice in writing forthwith determine wholly or in part any and all of the other Contracts between Oglaend and the Buyer or may (without prejudice to Oglaend's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods and/or the supply of Services.

**17. INTELLECTUAL PROPERTY**

- 17.1 Any intellectual property created by Oglaend in the course of the performance of the Contract or otherwise in the design, manufacture or supply of or otherwise in relation to the Goods or the provision of the Services shall remain the property of Oglaend. Nothing in these Conditions shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property of Oglaend.
- 17.2 All logos, trade name or trademarks ('Marks') owned or used by Oglaend in the course of its business are the property of Oglaend. Oglaend reserves all intellectual property rights in relation to the use of such Marks. The Buyer may not use, or permit the use of, such Marks or any similar Marks without the prior written permission of Oglaend.

**18. FORCE MAJEURE**

Oglaend shall be entitled to delay or cancel delivery or to reduce the amount of the Goods and/or Services delivered if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods and/or Services by normal route or means of delivery through any circumstances beyond its control including, but not limited to, epidemics and pandemics, acts of God, governmental actions, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's workforce), accidents, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

**19. EXPORT / IMPORT CONTROLS**

- 19.1 If the delivery of Goods under a Contract is subject to the granting of an export or import license by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, Oglaend may suspend its obligations and the Buyer's rights regarding such delivery under the Contract until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Oglaend may terminate the Contract, without incurring any liability towards the Buyer.
- 19.2 By accepting Oglaend's offer, by entering into any Contract and/or by accepting any Goods from Oglaend, the Buyer agrees that it will not deal with the Goods and/or documentation related thereto in violation of any applicable export or import control laws and regulations.

**20. WAIVER**

The waiver by Oglaend of any right or the failure by Oglaend to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

**21. SEVERABILITY**

If one or more of the provisions of these Conditions or the Contract are or will become invalid or unenforceable, or if one or more of the provisions of these Conditions or the Contract are or will become incomplete, the other provisions of these Conditions and the Contract will remain valid without limitation, save that the main obligations of the parties hereunder remain unaffected. Each invalid or unenforceable provision shall be replaced or completed by a valid and enforceable provision in such a way that the new provision closely reflects the legal and economic effects the parties have concurrently aimed at in the invalid or unenforceable provision.

**22. THIRD-PARTY RIGHTS**

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Contract.

**23. ASSIGNMENT**

The Buyer may not assign, transfer, sub-contract or in any way dispose of its rights or obligations under this Contract without the prior written consent of Oglaend.

**24. NOTICES**

24.1 Any notice required to be served under this Contract shall be served on Oglaend at its registered offices, the address of which may be notified to the Buyer by Oglaend from time to time, and on the Buyer at the address notified to Oglaend in its registration application by first class post, registered air mail or by email or facsimile. The Buyer is responsible for notifying Oglaend in writing of any change of address, email address or fax number from those in the Buyer's registration application.

24.2 Any such notice served by post shall be deemed to have been served seven days after the date of despatch. In the case of service by email, when the email is available to read in the recipient's inbox and in the case of facsimile when the addressee's machine acknowledges receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with section 24.1 within 24 hours following despatch of the initial version.

**25. FAIR COLLECTION NOTICE – DATA PROTECTION**

25.1 Oglaend shall comply with the provisions of the applicable data protection laws in relation to the processing of any data, including personal data, it obtains from the Buyer or from third parties with the Buyer's consent, for example, credit reference agencies ("data"). Oglaend shall comply with its online Privacy Policy when the Buyer purchases the Goods and/or Services from Oglaend through Oglaend's website.

25.2 Oglaend may process all data to enable Oglaend to do business with the Buyer and for the specific purpose of selling the Goods and/or Services to the Buyer. Oglaend will not retain any data for longer than necessary for the legally permissible purposes for which they were collected, as required under applicable retention policies and/or as required or permitted in accordance with applicable law.

25.3 Any data will only be used in connection with the Contracts and any other business Oglaend conducts for the Buyer and for any other purpose required for the fair processing of the Buyer's data or as agreed by the Buyer in a specific context. The Buyer may notify Oglaend in writing to cease processing the data if it wishes Oglaend to cease using any data which the Buyer has voluntarily given to Oglaend. In such circumstances, Oglaend reserves the right to terminate the Contracts.

25.4 Oglaend may disclose the Buyer's data as required by law, including but without limitation, to prevent a crime, protect Oglaend's, its customers', its employees' or other third parties' safety (such as for fraud protection purposes), discharge a statutory duty or as required by a binding order of a court, a law enforcement authority or a regulator. Oglaend will carefully determine the permissibility of disclosing data in each such context, paying particular attention to the type of request, types of data affected and any impact that a disclosure of data would have on the data subject affected. Should Oglaend decide to disclose data in such context it will also consider ways of reducing the scope of the disclosure, for instance by redacting the information provided.

25.5 Oglaend may share the Buyer's data with other entities of the Oglaend group of companies and with its business partners if there is a legitimate reason to do so and such sharing is legally permissible.

25.6 Oglaend may employ third-party service providers to perform certain functions on Oglaend's behalf and under its instructions. Examples include database management, computer maintenance services, web analytics, handling in-bound inquiries, delivering packages, sending postal mail and email, removing repetitive information from customer lists, analysing data, providing sales and marketing assistance, processing credit card payments, and providing customer service. Third-party service providers may for instance include IT companies, credit card processors, credit rating agencies or legal, financial and other advisors.

25.7 As Oglaend continues to develop its business, it might sell all or parts of its business. In such transactions, customer data (including the Buyer's data) generally is one of the transferred business assets, but remains subject to the provisions stated herein, unless the Buyer consents otherwise.

**26. CONFIDENTIALITY**

The Buyer acknowledges that all trade and business secrets as well as all technical, commercial and financial data of Oglaend disclosed to the Buyer by Oglaend that are not public knowledge is the confidential information of Oglaend. The Buyer shall not disclose any such confidential information to any third party without the prior written consent of Oglaend and shall not use any such confidential information for any purpose other than as agreed between the parties in writing. The confidentiality obligation shall not apply if a disclosure is mandatory pursuant to applicable law or regulations. Prior to making a mandatory disclosure, the Buyer shall inform Oglaend in writing of the need to make such a disclosure and the circumstances requiring it, and the parties shall discuss and agree in good faith upon appropriate means to protect Oglaend's interests.

**27. ENTIRE AGREEMENT**

The Contract sets out the entire agreement and understanding between the Buyer and Oglaend in connection with the sale of Goods and the provision of Services and shall supersede and replace all documentation previously issued by Oglaend purporting to set out its terms and conditions of sale of Goods and/or Services. The Buyer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer been given any warranty, statement, promise or representation by Oglaend or on its behalf other than as expressly set out in the Contract. The Buyer agrees that the only rights or remedies available to it arising out of or in connection

A Group Company of 

with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had.

**28. CHOICE OF LAW AND DISPUTE RESOLUTION**

- 28.1 This Contract shall be construed and governed in accordance with the laws of Singapore and all proceedings in connection herewith shall be brought in, and Buyer hereby agrees to submit to the exclusive jurisdiction of the Singapore courts. The application of the UN Convention on the International Sale of Goods is excluded.
- 28.2 Differences of opinion or claims arising out of or in connection with these Conditions or the Contract and its appendices, including validity, invalidity, breach or dissolution, shall be decided exclusively by the Singapore courts.

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