



WILSON CABLES PRIVATE LIMITED

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GENERAL TERMS & CONDITIONS OF SALES (LOCAL)

The following terms and conditions ("**Terms and Conditions**") shall apply to all transactions ("**Transactions**") for the quotations, orders and sales of products ("**Products**") issued or made by Wilson Cables ("**Wilson Cables**") to a buyer ("**Buyer**"). Notwithstanding the aforesaid, if the Wilson Cables and the Buyer have entered into a master agreement (which is in force) or any specific agreement applicable to the supply of Products ("**Agreement**"), these Terms and Conditions shall not apply and the Agreement shall govern. Employees of the Wilson Cables are not authorised to enter into oral collateral agreements or to give verbal guarantees beyond the contents of a written contract. Wilson Cables hereby objects to any terms and conditions contained in any form issued by the Buyer and hereby expressly rejects them in their entirety. By issuing a purchase order based on the Wilson Cables' quotation, accepting delivery of, using and/or accessing the Products supplied under a Transaction, the Buyer is deemed to have accepted these Terms and Conditions.

1. CATALOGUES

Any catalogues, price lists, other advertising materials and description given or applied to the Products is only indicative of the type of goods supplied by Wilson Cables. The use of such description shall not constitute a sale by description and any such information or description shall not be binding upon Wilson Cables as data contained therein may be varied from time to time according to demand or statutory requirements.

2. PURCHASE ORDER

Quotations and purchase orders are only valid for acceptance by Wilson Cables for a period of fourteen (14) days. Wilson Cables reserves the right to withdraw and cancel any quotation or purchase order that is not duly signed and returned to Wilson Cables within [fourteen] ([14]) calendar days from the date of issue. Upon receipt of the duly signed quotation or purchase order, Wilson Cables shall acknowledge its receipt and acceptance of the order(s) contained therein. For the avoidance of doubt, only quotations or purchase orders which have been acknowledged by Wilson Cables in writing shall be deemed to have been accepted by Wilson Cables.

3. PRICES

Prior to acknowledgment and acceptance of any quotation or purchase order by Wilson Cables, prices for the Products shall be subject to change by the Wilson Cables and orders for future delivery will be billed according to the price in effect at the time of acceptance of any quotation or purchase order by Wilson Cables.

4. PAYMENT AND TITLE

The terms of payment for the Products (and any charges levied in accordance with these Terms and Conditions) shall be in accordance with such terms of payment as are set out in the quotation or purchase order duly acknowledged by Wilson Cables. Unless otherwise expressly stated in the quotation or purchase order, Wilson Cables shall be entitled to invoice the Buyer upon delivery of the Products (whether in whole or in part). In the event that the Buyer does not make payment within stipulated credit period (if any) [from the date of the invoice]/[from the date of payment stipulated in the quotation or purchase order], Wilson Cables shall make a payment claim to the Buyer in writing. For the purposes of Section 10 of the Building and Construction Industry Security of Payment Act (Chapter 30B, Singapore), a payment claim shall be deemed to have been served by Wilson Cables on the Buyer on such date as it has issued the payment claim to the Buyer in writing. Title in the Products shall not pass to the Buyer until Wilson Cables has been paid in full for the Products. Wilson Cables reserve their right to charge additional cost incurred in pursuing and collecting overdue outstanding amounts including but not limited to legal costs. Interest of 2% per month compounded monthly from the due date for payment shall be levied on late payment.

5. CANCELLATION OR CHANGES TO ORDER

(a) The Buyer shall not cancel any quotation or purchase order without the consent of Wilson Cables which if given shall be deemed to be on the express condition that the Buyer shall reimburse Wilson Cables against all loss, damage, claims or actions arising out of such cancellation, which shall be no less than [30%] of the total value of the ordered Products.

(b) Once Wilson Cables has acknowledged its acceptance of the quotation or purchase order, there shall be not any changes or variations to the quotation/purchase order without the prior written consent of Wilson Cables.

6. DELIVERY

All delivery dates are estimates only. In no circumstances shall Wilson Cables be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the Products or any loss suffered by the Buyer, whether or not Wilson Cables has been advised of the possibility of such losses. Should Wilson Cables be prevented from or hindered in the delivery of the Products or any part thereof due to a Force Majeure Event (as defined below), the time of delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased.

7. RISK OF LOSS

Risk of loss or damage to the Products passes to the Buyer when the Products are delivered to, accepted or deemed accepted by the Buyer.

8. EX-STOCK GOODS BEING ARRANGED ON NEXT DATE OF DELIVERY

The Buyer is required to purchase any Products from us during the business hours, from 9am to 4pm, Monday to Fridays (excluding public holidays). If the Buyer fails to officially confirm its order within the stipulated business hours, Wilson Cables reserves the right to arrange delivery on the next working day or within 2 working days after the confirmation date. The delivery time shall also be subject to the total quantity of the Products needed by the Buyer.

9. SERVICE CHARGE ON LOCATING CABLE FAULTS

In the event that the Buyer informs us of any damaged cables due to the user or at the user's end (including without limitation, due to any mishandling of the cables during laying), the Buyer may hire Wilson Cables to locate the faults, subject to the Wilson Cables' availability of test equipment and service personnel. A minimum charge for such service shall be levied at S\$1200 for the first four (4) hours and any subsequent hour or part thereof shall be charged at S\$100 per hour. Travelling time of the service personnel shall be included within the calculation of service hours. The Buyer is required to provide transport to convey the testing equipment and service personnel from Wilson Cables' factory or offices to the testing site as well as from the testing site back to Wilson Cables' factory or offices. All service charges are subject to changes in accordance with market conditions.

10. DELAYS/FORCE MAJEURE

Wilson Cables shall not be responsible or liable for any delay or failure to deliver which is not attributable to the Wilson Cables or within its reasonable control. Further, performance of orders and contracts, and delivery shipment of the Products are subject to and contingent upon delay directly or indirectly caused by, or in any other manner arising from fires, floods, accidents, riots, acts of God, war, government interference, embargoes, priorities, regulations, orders and restrictions, strikes, labour difficulties, shortage of labour, fuel, power, material or supplies, transportation delays, the production schedules of Wilson Cables, or any other causes (whether or not similar in nature to any of these herein before specified) beyond the reasonable control of Wilson Cables (a "**Force Majeure Event**") and Wilson Cables would not be liable for any loss or damage suffered by the Buyer arising therefrom. Wilson Cables would have the right, in the event of the occurrence of any of the above contingencies, at their option, to cancel the Buyer's order or the Transaction or any part thereof without any resulting liability.

11. DEFECTS AFTER DELIVERY

Buyers are required to inspect the cables/coils to detect any size, length, visual defects upon receipt. In case of any such faults, defects or short supply of quantity, the Buyer has to notify Wilson Cables in writing within seven (7) days' from the date of delivery of the Products. All and any of the above faults have to be raised and settled prior to laying of the cable. In the event that the Buyer fails to do so, Wilson Cables may at its sole discretion, reject any claims raised by the Buyer.

7. CLAIMS AND LIABILITY

(a) Unless Wilson Cables shall, within seven (7) days after the delivery of the Products, receive from the Buyer, written notice of any matter or thing by reason whereof it is alleged that the Products are not in accordance with the quotation or purchase order, the Products delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the order and the Buyer shall not be entitled to reject the Products or raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. Any allegations that the Products are not in accordance with the quotation or purchase order have to be raised and settled prior to the laying of cables or the usage of the Products.

(b) In any claim, brought subject to these Terms and Conditions, the Buyer must prove to the satisfaction of Wilson Cables that it followed the instructions of Wilson Cables in the use, care, storage, maintenance, handling and application of the Products.

(c) Unless otherwise specifically restricted under mandatory applicable law, the liability of Wilson Cables under any claim and in connection with any possible allegation, whether based on negligence, contract or any other cause of action, shall be limited to the repair or replacement by Wilson Cables of the faulty cable(s) in question at no extra cost. The Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity,

relating to any loss or damage, whether directly or indirectly arising from the purchase and/or the use of the Products, including without limitation, any actual or contingent damages, costs of re-installation, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary. Should any limitation on the liability of Wilson Cables hereunder be held ineffective under applicable law, then the liability of Wilson Cables shall in any event be limited to the minimum amount of damages to which Wilson Cables may limit its liability.

(d) The Buyer shall indemnify and hold Wilson Cables harmless, from and against any claim or liability for damages for negligence, including without limitation, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Products sold hereunder, whether alleged to have been committed by Wilson Cables or by any other person whatsoever. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law.

12. ONE YEAR WARRANTY PERIOD

All goods which are manufactured by Wilson Cables will be provided with a one-year warranty period, commencing on and from the date of delivery. This warranty covers only defective materials and workmanship arising from product and does not cover any damages, fault, failure or malfunction caused by others or arising due to external causes, including without limitation, accident, abuse, misuse and mishandling during installation. Should there be any manufacturing defects on the cables within the warranty period, Wilson Cables will only repair or replace the faulty cables at no extra cost. Wilson Cables shall not be liable for the cost of the re-installation works and/or any consequent losses.

13. STORAGE

In the event that the shipment or delivery of the Products is delayed due to a lack of instruction by the Buyer or for any other reasons attributable to the Buyer, Wilson Cables shall invoice the Purchaser in accordance with the delivery date as indicated in the order accepted by Wilson Cables. Without prejudice to any other term and condition contained herein, the date of the invoice shall be deemed to be the date of delivery of the Products to the Buyer. The Buyer shall have the option of providing their own storage facilities for the Products. Subject to the availability of storage space, Wilson Cables may (where applicable) also store the Products at their storage facilities upon written notification to the Buyer. The Buyer shall pay all handling, insurance, storage charges (at cost plus 2%) and all incidental charges relating thereto, and shall assume the risk of loss or damage to such Products. This arrangement shall be temporary and Wilson Cables reserves the right to withdraw any storage space based on their own requirement to maintain smooth operations in the factory.

14. DISPOSAL OF PACKAGING

The Buyer shall be fully responsible and liable to dispose of any packaging of the Products in accordance with the waste disposal and environmental laws in effect at the location of disposal.

15. TOLERANCE

A tolerance of $\pm 1\%$ shall be permitted with respect to the manufactured length of the cables. In the event that the length of the manufactured cable(s) is longer by 2.5% than the length agreed to in the quotation or purchase order, the Buyer shall pay an additional sum equivalent to 2.5% of the agreed purchase price for such cable(s). In the event that the length of the manufactured cable(s) is shorter by 1% than the length agreed to in the quotation or purchase order, Wilson Cables shall reimburse to the Buyer (or set off as against monies owing to Wilson Cables under the Buyer's account), an amount equivalent to 1% of the agreed purchase price for such cable(s).

16. CUTTING CHARGE ON SMALL LENGTH

Irrespective of the type of cables, for ordered quantities which are less than 100 metres, a cutting charge of S\$30 for each length shall be levied.

17. DRUMS CHARGE

In the event that the Buyer is unable to return the drum within three (3) months from the date of delivery or any loss of the drum, a charge of S\$300 per steel drum and S\$130 per wooden drum will be levied on the Buyer. Drums charges are subject to changes from time to time.

18. REVOCATION OF CREDIT

Any misrepresentation with regard to the credit worthiness of the Buyer to Wilson Cables will be dealt with severely and Wilson Cables reserves the rights at any time to revoke any credit extended to the Buyer in the event of a misrepresentation. Wilson Cables further reserves its rights at any time to revoke any credit extended to the Buyer because of the Buyer's failure to pay for any Products when due or for any other reason deemed good and sufficient by Wilson Cables, and in such event, all subsequent payments shall be paid for on delivery.

19. DOCUMENTS

All brochures, documents and certificates issued to the Buyer are meant solely for their own reference purposes in relation to the Products. All Intellectual Property Rights of such brochures, documents and certificates shall remain absolutely vested in Wilson Cables and Wilson Cables shall have to take any such legal action as it deems fit against the Buyer in the event that the Buyer infringes any Intellectual Property Rights belonging to Wilson Cables. "Intellectual Property Rights" means all registered and unregistered designs,

copyright, the Trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

20. TRADEMARKS

(a) "Trademarks" means the registered and unregistered trademarks and tradenames in respect of the Products [as listed in the Schedule].

(b) The Buyer acknowledges that the Trademarks belong to Wilson Cables or its related corporation, and the Buyer shall have no right, title or interest and will claim no right, title or interest in or to any of the Trademarks.

(c) The Buyer shall not use the Trademarks or any part of it as its trading name or as part thereof without first obtaining the written consent of Wilson Cables.

(d) The Buyer shall not use trademarks closely resembling the Trademarks or do any act which impairs the goodwill of the Trademarks. The Buyer shall not at any time challenge the validity of the Trademarks or Wilson Cable's or its related corporation's right to or title in the Trademarks.

(e) The Buyer shall not, directly or indirectly, by itself or through any entities connected with it, apply for the registration of the Trademarks or trademarks closely resembling the Trademarks in any territory.

(f) Wilson Cables reserves the right to take any legal action as it deems fit against the Buyer in the event that the Buyer infringes any Trademarks.

21. MINIMUM ORDER QUANTITY

Wilson Cables reserves the right to enforce a Minimum Order Quantity ("MOQ") for the quantity to be purchased. Such MOQ shall vary from time to time at the sole discretion of Wilson Cables.

22. EXPORT RESTRICTIONS

The Products are subject to U.S. export laws as well as the laws of the country where it is delivered or used. The Buyer agrees to abide by these laws. Under these laws, the Product(s) may not be sold, leased or transferred to restricted countries, restricted end-users, or for restricted end-uses. The Buyer agrees that the Products purchased from Wilson Cables will not be used for activities related to weapons of mass destruction, including but not limited to activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects. The Buyer further agrees that it will not sell, lease or otherwise transfer the Products to end-users engaged in these activities.

23. NO THIRD PARTY RIGHTS

No person who or which is not a party to the order or these Terms and Conditions shall have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision against one of the parties.

24. NO ASSIGNMENT

The Buyer shall not assign or otherwise transfer any Transactions or orders or any of its rights or obligations hereunder whether in whole or in part without the prior written consent of Wilson Cables. Any such unauthorised assignment shall be deemed null and void.

25. NON-WAIVER

No failure on the part of Wilson Cables to exercise, and no delay in its party in exercising, any right or remedy under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

26. SEVERABILITY

In case any provision in these Terms and Conditions shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of these Terms and Conditions but these Terms and Conditions shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

27. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with the Transaction(s) or these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference into this Condition.

28. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and shall be subject to the non-exclusive jurisdiction of the courts of Singapore.