

SUPPLY TERMS & CONDITIONS

By entering into any arrangement with Orient Technology (S) Pte Ltd (the “**Supplier**”) as may be agreed from time to time (including Purchase Orders) for the purchase of the Products, the Customer agrees to be bound to these terms and conditions (the “**Terms**”) which, together with the Purchase Order and Product Documentation, shall form an agreement between the Supplier and Customer in relation to the sale and purchase of the Products (the “**Agreement**”).

1. Definitions

In this Agreement, unless the context requires otherwise, capitalised terms shall have the meaning given to them in the Purchase Order and:

“**Affiliates**” in relation to any person, means any other person that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with, that first-mentioned person and where such person is an individual, the expression “**Affiliate**” shall include the spouse, children, siblings and parents of such individual. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“**Applicable Laws**” means all statutes, laws, ordinances, rules and regulations, including but not limited to, any licence, permit, or other governmental approvals, in each case as in effect from time to time.

“**Business Day**” means a day (other than a Saturday, Sunday or gazetted public holiday in Singapore).

“**Confidential Information**” shall mean any information disclosed by one Party to the other Party in connection with this Agreement which is marked as “Confidential” or “Proprietary”, or would otherwise under the circumstances appear to a reasonable person to be confidential or proprietary in nature and shall in the Supplier’s case, include without limitation the Product Documentation and any design or technical specifications, know-how, technical information and price lists relating to the Products, regardless of whether such are outdated, historical, obsolete or prevailing versions of the same.

“**Delivery**” has the meaning ascribed to it under Clause 7.

“**Force Majeure Event**” has the meaning ascribed to it under Clause 15.

“**Intellectual Property Rights**” include but are not limited to patents, trade marks, service marks, copyright, know-how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed and “**Intellectual Property**” shall have the corresponding meaning.

“**Losses**” means direct, indirect, or consequential losses, damages, expenses and/or costs, including but not limited to economic loss, loss of goodwill, loss of profit, compensation paid or costs incurred as a result of third-party claims, regulatory or administrative penalties, legal and other professional fees, and expenses.

“**Party**” means either the Supplier or the Customer as the context requires, who shall

collectively be referred to as the “**Parties**”.

“**Product Documentation**” shall mean the relevant product specification documentation as referenced in the Purchase Order, as amended from time to time in accordance with these Terms.

“**Product Trademarks**” shall mean trademarks and their relevant registrations and applications used in connection with the Products.

“**Reported Defect**” shall have the meaning ascribed to it in Clause 5.4(a).

“**Invoice**” shall have the meaning ascribed to it in Clause 9.2.

“**Warranty Period**” shall have the meaning ascribed to it in Clause 5.1.

2. Application

2.1 This Agreement applies to the exclusion of any other terms or documents that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or any course of dealing between the Customer and the Supplier. The Customer irrevocably waives any right it may otherwise have under any terms or documents of the Customer that is inconsistent with the terms of this Agreement.

2.2 Unless otherwise stated in this Agreement, in the event of any inconsistency between these Term, the Purchase Order and the relevant Product Documentation, the foregoing shall take precedence and prevail in the following order: (i) the Purchase Order; (ii) these Terms; and (iii) the Product Documentation.

3. Purchase Order

An executed Purchase Order shall be irrevocable and the Customer agrees that any variations or amendments thereto (including for the avoidance of doubt, the Product Documentation) shall be subject to the prior written agreement between the Customer and the Supplier.

4. Products

The Supplier shall manufacture and deliver the Products in accordance with the Product Documentation. The Supplier reserves the right to amend or vary the Product Documentation (including without limitation any product specifications defined thereunder) where such amendment or variation is in the Supplier’s reasonable discretion necessary for the use of the Products in a manner that is consistent with the intended purpose for or manner in which it is to be used, where necessary to ensure that the supply of the Products remains commercially viable to either Party, or for the purposes of ensuring that the Product is in compliance with the Applicable Laws, without any material adverse effect to the Products. Without prejudice to the foregoing, any amendment or variation to the Product Documentation reasonably resulting in a material deviation from the functionality and/or intended purpose or use of the Product as set out in the initial Product Documentation shall be subject to written agreement between the Parties.

5. Quality and Product Warranty

5.1 The Supplier warrants that all Products manufactured and supplied by it in accordance with this Agreement are of satisfactory quality and reasonably fit for such purposes and uses as described in the Product Documentation. The Supplier warrants that at the time of delivery, Products will conform to the specifications stated by the manufacturer in its published data sheet for the Products. All Supplier warranties under this Agreement expires twelve (12) months after the date of Delivery (“**Warranty Period**”) or as separately agreed in writing by

the Parties. To the furthest extent permissible by Applicable Laws, the Customer acknowledges and agrees that the Supplier shall not be responsible and liable for any losses, damages or claims arising out of or in connection to any Product that is not manufactured by the Supplier. The Supplier shall, on a best effort basis, procure that any transferable Product component warranties, indemnities, and remedies provided to the Supplier by the manufacturer passes onto the Customer.

5.2 The Customer acknowledges that the Products are not intended for use in any manner or for any purpose or use other than that specified in the Product Documentation. The Customer shall indemnify in full and hold the Supplier harmless against any claims (including third party claims) and/or losses arising from the use of the Products in a manner that is not in accordance with the Product Documentation.

5.3 Subject to Clause 5.1, the Supplier warrants that on Delivery and for the relevant Warranty Period after the date of Delivery, the Products shall:

- (a) conform in all material respects with their description and any applicable product specification in the Product Documentation;
- (b) be free from material defects in design, material and workmanship; and
- (c) be fit for the purpose and use as set out in the Product Documentation.

5.4 Subject to Clauses 5.1 and 5.5, the Supplier shall, at its option, either rectify or repair, replace or refund the Unit Price of any Products which are defective or non-conforming provided that:

- (a) the Customer has notified the Supplier in writing of any such defects or non-conformity with the Product Documentation during the Warranty Period specifying the relevant defect of non-conformity (the "**Reported Defect**");
- (b) the Supplier, having been provided a reasonable opportunity by the Customer, has verified the Reported Defect;
- (c) the Customer provides all reasonable cooperation as may be necessary for the Supplier to undertake the any rectification or repair works on the Product where applicable; or
- (d) where the Supplier elects to issue a refund for the Unit Price or to replace the Product, the Customer delivers all Products affected by the Reported Defect to the Supplier,

and the Supplier shall bear all reasonable costs and expenses incurred in the rectification, repair, replacement or refund of the Products affected by the Reported Defect at no additional charges or costs to the Customer.

5.5 Notwithstanding Clause 5.4, the Supplier shall not be liable for any defects or damage to the Products arising from:

- (a) general wear and tear, wilful damage, negligence or fraud;
- (b) the handling, storage, use, maintenance or repair of the Products in a manner that is undertaken by a person other than the Supplier or in any manner other than in accordance with the Product Documentation or the use of the Products for such purpose or use otherwise than as the Products are intended for or as stated in the Product Documentation; and
- (c) any alteration or modifications made to the Products by the Customer or any other third party that is not otherwise approved by the Supplier in writing.

5.6 Except as provided for in this Clause 5, the Supplier shall have no liability to the Customer in respect of any defects or non-compliance with the Products and all other warranties and

liabilities of the Supplier, whether implied by statute, common law, course of dealing or otherwise, are hereby excluded.

- 5.7 For the avoidance of doubt, save as provided for in this Clause 5 or as otherwise agreed in writing between the Parties, the Supplier does not undertake to provide any services in relation to the installation, integration, maintenance and/or operation of the Products subsequent to Delivery and this Clause 5 shall likewise apply to any repaired or replacement Products supplied by the Supplier during the relevant Warranty Period after the initial date of Delivery of the Products.

6. Supplier's Obligations

- 6.1 The Supplier shall manufacture and deliver the Products to the Delivery Address or make available the Products for collection at the Delivery Address, as may be applicable, on the Delivery Date indicated by the Supplier, save as otherwise agreed in writing between the Parties. Such Delivery Date may change solely based on Supplier's circumstances. Any time or date for delivery of the Products shall not be of essence.
- 6.2 Where the Customer is required under the Purchase Order to make an Advance Payment on account of the Products, the Supplier shall not be obligated to commence production and manufacturing of the Products until payment of the Advance Payment is received by the Supplier in accordance with Clause 9. In the event that payment of the Advance Payment is delayed and made after the relevant Due Date, the Delivery Date shall likewise be deferred by such period of delay.

7. Delivery

- 7.1 Delivery shall be deemed to have been completed ("**Delivery**") upon: (i) the loading of the Products at the Delivery Address where delivery occurs at the Supplier's premises; or (ii) in any other case, the unloading of the Products at the Delivery Address. Where delivery occurs at a location other than the Supplier's premises, the Customer shall be responsible for procuring any manpower, equipment or relevant resources for the purposes of unloading the Products and failing so, shall fully reimburse the Supplier for any costs or expenses incurred in procuring the unloading of the Products.
- 7.2 The Supplier shall not be liable for any delay in Delivery arising from or in connection with the occurrence of a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Where the Customer fails to take delivery of the Products, the Customer shall reimburse the Supplier for any and all reasonable costs and expenses (including any storage fees incurred or charged or relevant insurance procured in respect of the Products by the Supplier) arising from the storage or re-delivery of the Products until such time as Delivery is completed.
- 7.3 Without prejudice to any other claims, rights or remedies of the Supplier, the Supplier may resell or otherwise dispose of all or part of the Products where the Customer has failed to take Delivery of the Products within thirty (30) days in accordance with Clause 7.1.
- 7.4 The Customer shall be responsible for procuring all necessary import and/or export permits and/or clearances (where applicable) for the delivery and/or supply of the Products and shall promptly upon written request furnish such import and/or export permits to the Supplier. Where the Supplier is required under the Applicable Law to procure such permits, the Customer shall provide full and prompt cooperation to the Supplier for the purposes of procuring the same. The Supplier shall not be liable for any delay in delivery or damage to the Products (whether incurred in the course of customs seizure or otherwise) resulting from or in connection with the Supplier's failure to procure the necessary import and/or export permits or

breach of this Clause 7.4 and shall indemnify the Supplier in full against any costs, expenses or damages incurred by it as a result of such failure or breach.

- 7.5 Any customs taxes, levies, fees, penalties or tariffs or import incurred and/or export licence or permit fees payable ("**Customs Fees**") in connection with or arising from the supply and delivery of the Products to the Customer shall be borne in full by the Customer and to the extent that the Supplier is required to make payment of any such Customs Fees for the purposes of supplying or delivering the Products to the Customer, the Customer shall promptly reimburse the Supplier in full for the relevant amount paid.

8. Title and Risk

- 8.1 Risk in the Products shall pass to the Customer upon Delivery.
- 8.2 Title to the Products shall not pass to the Customer until the Supplier has received payment in full for the Products in accordance with Clause 9.
- 8.3 Subject to Clause 8.4, until title to the Products has passed to the Customer, the Customer shall:
- (a) store the Products in a manner compliant with the Product Documentation or otherwise in accordance with industry best practices, and separately from all other goods, material, items and/or inventory held by the Customer in a manner that enables the Products to remain readily identifiable as the property of the Supplier;
 - (b) not remove, deface or obscure any identifying mark relating to the Products;
 - (c) maintain the Products in good marketable condition, free from any damage or deterioration;
 - (d) not offer up the Products as security for any indebtedness of the Supplier or any other third party without the prior written approval of the Supplier; and
 - (e) immediately notify the Supplier upon becoming aware of any non-compliance with this Clause 8.3.
- 8.4 The Customer may, before title to the Products passes to the Customer in accordance with Clause 8.2, resell or use the Products in the ordinary course of its business, provided that:
- (a) the Customer provides the Supplier with prior written notice of any such resale or use of the Products;
 - (b) the Customer indemnifies the Supplier in full against any damage, costs and expenses arising from or in connection with the use of the Products (prior to title passing to the Customer) otherwise than in accordance with the Product Documentation; and
 - (c) any proceeds received from the resale of such Products shall be held on trust by the Customer for the benefit of the Supplier and shall not be applied for any other purpose of the Customer apart from satisfying the Customer's obligation to make payment to the Supplier under this Agreement and until such time as payment for the relevant Products are made in full to the Supplier in accordance with Clause 9. For the avoidance of doubt, title in the Products shall pass to the Customer immediately before the time at which such resale occurs and the Customer shall undertake any such resale as a principal and not as the agent of the Supplier.

9. Payment

- 9.1 The price for and any additional charges incurred in the supply of the Products shall be as set out in Purchase Order (the "**Price**"). The Price of the Products is exclusive of any applicable

goods and services tax (“**GST**”) and the Supplier shall be entitled to invoice the Customer for any such additional amounts payable as GST on the Price.

- 9.2 The Supplier shall issue an invoice to the Customer (each an “**Invoice**”):
- (a) in the case of any applicable Advance Payment, upon the execution of the Purchase Order; and
 - (b) in the case of the Final Payment, upon Delivery of the relevant Products.
- 9.3 The Customer shall make payment of each Invoice on or before the date on which the relevant Payment Term as set out in the Purchase Order expires (the “**Due Date**”). Each Invoice shall be paid by the Customer free from any applicable withholdings, bank charges or similar fees without making any deduction or set-off. Save as otherwise agreed, such payment shall be made to the Supplier in cleared funds by way of wire transfer to such bank account as the Supplier may direct in writing from time to time.
- 9.4 Without prejudice to any other rights and remedies of the Supplier, if any amount payable under an Invoice is not received by the Supplier when due, the Supplier is entitled at its sole discretion to:
- (a) in respect of an Advance Payment, withhold production and/or the supply of the relevant Products pending full payment of the relevant amount and Clause 6.2 shall apply;
 - (b) cancel suspend any further acceptance and/or deliveries of the Products to the Customer and cancel any other Purchase Orders entered into between the Parties that remain outstanding;
 - (c) require, by written notice, the Customer to return and deliver any Products which have been sold to and collected by it to the Supplier and where the Customer fails to do so promptly, enter into (or procure the entry into by its authorised representatives) any premises of the Customer or any third party where the Products or stored in order to recover such Products; or
 - (d) charge a late payment interest on such outstanding amount at the lower of a rate of 10% per annum or the maximum interest rate as permitted under the Applicable Laws, accumulated on a daily basis starting from the date immediately following the relevant payment Due Date and until the date full payment is received.
- 9.5 For the avoidance of doubt, any Advance Payment is non-refundable and made by the Customer as an advance payment of the Price and the Supplier shall not be under any obligation to account to or hold such amount as a deposit on behalf of the Customer.

10. Representations and Warranties

Each Party represents and warrants that:

- (a) it is a company duly incorporated and validly existing under the laws of its incorporation;
- (b) it has full power and authority (and has taken all necessary corporate actions where applicable) to enter into, exercise all its rights and perform its obligation under this Agreement;
- (c) this Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms;
- (d) its entry into and performance under the terms of this agreement will not cause it to be in breach of any obligations to a third party; and

- (e) so far as it is aware, all information, data and materials provided by it under this agreement are accurate and complete in all material respects at the date on which they are given, and it is entitled to provide such information, data and materials to the other party without recourse to any third party.

11. Intellectual Property

- 11.1 The Customer acknowledges and agrees that it has no rights in respect of any Intellectual Property relating to the Products supplied by the Supplier, including without limitation any design rights in the Products, and the Supplier and/or its licensors shall remain the owner and retain all rights to such Intellectual Property notwithstanding anything in this Agreement or the supply of the Products to the Customer.
- 11.2 Any Intellectual Property created or subsisting in any improvements, developments or variations to the Product or the Product Documentation in the course of negotiations or discussions between the Supplier and the Customer leading up to or in connection with the conclusion of the Purchase Order, whether directly or indirectly derived from the feedback, requests or requirements of the Customer in relation to the Product shall vest absolutely in the Supplier and to the extent that notwithstanding the foregoing, any part of such Intellectual Property shall at any time accrue to the Customer by operation of law or howsoever otherwise, and whether vested, future and/or contingent, the Customer irrevocably agrees that any and all such Intellectual Property will and shall be assigned to the Supplier, or where applicable, its relevant licensor, upon the vesting of such Intellectual Property such that the Supplier or its relevant licensor shall become entitled to all rights, titles and interests in the same.

12. Confidentiality

- 12.1 The Parties shall, and shall procure that its agents, officers and employees (and in the case of the Customer, its downstream customers) shall, at all times keep confidential any Confidential Information which it may acquire from the other party in relation to and arising from this Agreement and shall not use or disclose such information to any other person.
- 12.2 Clause 12.1 shall not apply to:
 - (a) any information obtained from any Party which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of such Party or any of its agents, advisers, directors, officers, employees or representatives or by such Party's breach of the obligation under Clause 12.1;
 - (b) any information which is required to be disclosed pursuant to any Applicable Laws or to any competent authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council);
 - (c) any information which is required to be disclosed pursuant to any legal process issued by any court or tribunal; and
 - (d) any information disclosed with the informed or written consent of the relevant Party.
- 12.3 On termination of this Agreement, the Customer shall:
 - (a) return to the Supplier all documents and materials (and any copies) containing, reflecting, incorporating or based on the Supplier's Confidential Information;
 - (b) erase, delete or destroy all copies or manifestations of the Supplier's Confidential Information, including any such Confidential Information stored in physical form, on computer and communications systems and other devices used by it including data storage systems and services provided by third parties; and

- (c) certify in writing to the Supplier that it has complied with the requirements of this Clause,

provided that the Customer may retain documents and materials containing, reflecting, incorporating or based on the Supplier' Confidential Information to the extent required by law or any applicable government or regulatory authority, in which case the obligation under Clause 12.1 shall continue to apply to any such documents and materials retained by the Customer.

- 12.4 Notwithstanding anything else in this Agreement, this Clause 12 shall survive the termination of this Agreement.

13. Limitation of Liability

- 13.1 To the extent permitted under the Applicable Law, the Supplier shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, punitive or exemplary damages or any indirect, special, incidental or consequential loss which may be suffered by the Customer as a result of or in connection with this Agreement.

- 13.2 In any case, the Supplier's aggregate liability to the Customer in respect of all losses arising under or in connection with this Agreement shall in no circumstances exceed the total invoice value issued to that Customer.

14. Termination

- 14.1 The Supplier is entitled to terminate this Agreement upon written notice with immediate effect if the Customer:

- (a) has failed to make payment of any applicable Advance Payment in accordance with the terms of this Agreement for a period of more than 60 days following the relevant Due Date;
- (b) ceases, or threatens or otherwise represents an intention to cease to carry on its business or a major part thereof; or
- (c) is insolvent or unable to pay its debts or has otherwise become the subject of a winding-up order or petition or has made any general composition with its creditors or has taken advantage, as an insolvent debtor, of any statute affording relief for insolvent debtors.

- 14.2 Upon the termination or expiration of this Agreement (howsoever occurring), this Agreement shall cease to have any effect, save that for any antecedent breaches and any provision hereto that is expressly provided to or by implication is intended to continue in force on or after the termination or expiry of the same shall continue in force and survive the termination and expiry of this Agreement.

15. Force Majeure

The Supplier shall not be liable for any claims in respect of any failure to perform its obligations under this Agreement if the failure or omission arises as a result of events which are beyond its reasonable control, including but not limited to an act of God, riot, strike, fire, flood, war, terrorist attacks or threats thereof, acts of government, shortage of material or labour, delay in deliveries from sub-contractors, epidemic, pandemic such as the COVID-19 pandemic and any governmental or regulatory restrictions, limitations or measures, travel restrictions, quarantine measures thereby affecting the performance of the obligations under this the Agreement, or any cause whatsoever beyond the reasonable control of the Supplier (each a "**Force Majeure Event**"), except that whenever possible the Supplier will resume that obligation as soon as the factor or event occasioning the failure ceases or abates and any

applicable Delivery Dates shall be deferred by such period equivalent to the period during which the Force Majeure event was subsisting.

16. Miscellaneous

16.1 No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, nor authorise a Party to make or enter into any commitments for or on behalf of the other Party.

16.2 Entire agreement

This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

16.3 Variation

No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

16.4 Assignment and sub-contracting

No Party, other than the Supplier, shall assign, transfer or subcontract any of its rights and obligations under this Agreement, or purport to do any of the same.

16.5 Further Assurance

Each Party shall, and shall use its best endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

16.6 Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.7 Severance

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of this Agreement shall not be affected.

16.8 Communications

(a) Any notice or other communication to be given under this Agreement must be given in writing and in the English language and may be delivered in person or sent by pre-paid international courier or email to relevant Party:

(i) in the case of the Customer, addressed to the relevant contact details as set out in the Purchase Order; and

(ii) in the case of the Supplier, addressed to:

Orient Technology (S) Pte Ltd

For the attention of: Sales Department

Email: sales@orient-technology.com.sg

Phone: +65 6355 3388

Fax: +65 6841 2633

Address: 178 Paya Lebar Road, #07-06, Paya Lebar 178, Singapore 409030

- (b) A notice or communication shall be effective upon receipt and shall be deemed to have been received:
 - (i) at the time of delivery, if delivered by hand, registered post or courier; or
 - (ii) at the time of transmission, if delivered by email.
- (c) Where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following Business Day.

16.9 Third Party Rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of any Applicable Laws, including without limitation the Contract (Rights of Third Parties) Act 2001 of Singapore.

16.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

16.11 Governing Law and Dispute Resolution

This Agreement shall be governed by, interpreted and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.