GENERAL TERMS & CONDITIONS

1. Definitions

In these General Terms and Conditions ("**T&Cs**") the following words and expressions shall have the following meanings:

Affiliate	means any entity that controls, is controlled by, or is under common control with the Customer, where "control" means the ability, directly or indirectly, to direct the management or policies of that entity.
Agreement	means, collectively, these T&Cs together with the Proposal duly accepted by the Parties, which shall constitute a binding contract.
Applicable Laws	means all laws, regulations, directives, guidelines, judgments and orders in force in the Territory, as well as any laws that apply extraterritorially to the Deliverables, the Parties or the transactions contemplated by this Agreement (including Trade Control Laws), including any amendments, re-enactments or replacements thereof, issued by any governmental or regulatory authority having legal effect.
Business Day	means any day except Saturday, Sunday and any day which is a gazetted public holiday in the place of incorporation of the Company.
Charges	means the total sum of money payable by the Customer for the Deliverables as set out in the relevant Proposal.
Company	means the party providing the Deliverables as specified in the relevant Proposal.
Company's Technology	shall have the same meaning ascribed to it in Clause 7.1.
Completion Date	means the date on which Deliverables are to be performed and/or delivered in accordance with the relevant Proposal.
Commencement Date	means the date from which the Company shall commence its performance and/or delivery of the Deliverables to the Customer in accordance with the relevant Proposal.
Confidential Information	means any and all information that is reasonably considered to be confidential and proprietary given the nature of the information whether in written or electronic format, oral or otherwise, and whether or not labelled as "Confidential", whether disclosed before or after the Effective Date; and includes derivative materials comprising analysis, compilations, studies and other documents or records which contain or reflect or are generated from the Confidential Information.
Customer	means the party receiving the Deliverables as specified in the Proposal.
Customer's Agent	means the person(s) acting on behalf of the Customer from time to time (including the Customer's client, subcontractors or representatives)
Customer's Materials	shall have the same meaning ascribed to it in Clause 7.5
Deliverables	means the Goods and/or Services to be provided by the Company, from time to time, under this Agreement.
Discloser	shall have the same meaning ascribed to it in Clause 6.1.
Effective Date	means the date of this Agreement.
Goods	means any goods (including any instalment of the goods or any parts for them), equipment, hardware, devices and/or articles which the Company is to supply to the Customer in accordance with these T&Cs, including Hire Goods.
Hire Goods	means any machine, article, and/or device together with any accessories specified in a Proposal which are hired to the Customer.
Hire Period	means the period during which the Hire Goods are hired to the Customer as specified in the Proposal.
IPR	means any patents, trademarks, rights in designs, getup, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any goodwill therein, rights in inventions, know-how, trade secrets and other confidential information, or any other intellectual property rights which may exist at any time.
OEM	means the original equipment manufacturer of any third-party hardware or software included in or supplied with the Goods.
OEM Licence	means the licence agreement, end-user licence agreement, or other terms and conditions issued by an OEM in respect of any OEM Products.
OEM Products	means any third-party hardware, software, firmware, or embedded software manufactured or licensed by an OEM and supplied to the Customer as part of or alongside the Goods.
OEM Warranty	means the warranty, guarantee, or support terms issued by an OEM in respect of OEM Products.
Parties	refers to the Customer and the Company, and "**Party**" means either of them
Proposal	means any written document setting out the Deliverables and applicable pricing, which is binding upon written acceptance by the Parties and subject to the T&Cs; provided that, only to the extent of any conflict between the Proposal and T&Cs relating to the description, specification, scope or other particulars of the Deliverables, the Proposal shall prevail.
Recipient	shall have the same meaning ascribed to it in Clause 6.1.
Services	means any installation, configuration, maintenance, support, professional, managed or other services provided by the Company to the Customer in connection with or independently of the Goods, as further described in the relevant Proposal.
Term	collectively, the Initial Term and any subsequent extensions or successive terms agreed to in writing by the Parties.
Territory	means the country(ies) where the Company is required to perform and/or deliver the Deliverables.

2. Term

This Agreement will become effective on the Effective Date and, unless terminated earlier in the manner provided in these T&Cs, will remain in full force for the duration specified in the Proposal or the Completion Date, whichever is later ("**Initial Term**"). Upon expiration of the Initial Term, this Agreement will terminate unless otherwise agreed by the Parties in writing.

3. Basis of Supply

3.1 The Company shall sell, hire or otherwise supply to the Customer the Deliverables in accordance with any written Proposal which is accepted by the Customer, subject in either case to these T&Cs, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

3.2 This is not an exclusive agreement for the performance or delivery of Deliverables. The Company reserves the right to perform or deliver the same or comparable deliverables to any third party, including any person or entity that may directly or indirectly compete with any part of the Customer's business.

4. Orders and Specification

4.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable

specification) submitted by the Customer, and for giving the Company any necessary information relating to the Deliverables within a sufficient time to enable the Company to perform the Agreement in accordance with its terms.

4.2 The quantity, quality and description of and any specification for the Deliverables shall be those set out in the signed Proposal.

4.3 Notwithstanding anything to the contrary, the Company reserves the right to make any changes in the specification of the Deliverables which are required to conform to any applicable statutory or legal requirements.

4.4 Any amendment, variation, addition or deletion to the Deliverables shall be mutually agreed by the Parties in writing and the Parties shall discuss in good faith with the objective of agreeing on any necessary amendments to this Agreement and the Charges.

4.5 The Customer shall provide the Company with reasonable assistance and access to the Customer's facilities, systems, and personnel as necessary for the Company to perform and/or deliver the Deliverables. The Customer shall also provide timely decisions, approvals, and information as reasonably requested by the Company. The Customer acknowledges that the Company's performance is dependent on the Customer's timely and effective fulfilment of its responsibilities herein.

4.6 If the Customer becomes aware of any circumstances that may delay the performance or delivery of the Deliverables or have a detrimental effect on the performance, delivery, quality or efficiency of the Deliverables, the Customer shall immediately inform the Company of the same, and the Parties shall work collaboratively to mitigate such detrimental effects.

5. Charges and Payment

5.1 The Customer shall pay the Company the Charges specified in the signed Proposal for the performance or delivery of the Deliverables. Unless otherwise specified in the Proposal, all Charges are stated and payable in Singapore Dollars and are exclusive of taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to goods and services tax, value-added tax, sales tax, use tax, or withholding tax (collectively, "**Taxes**"). The Customer shall be responsible for all Taxes payable under Applicable Laws.

5.2 The Company reserves the right, by giving prior written notice to the Customer at any time before delivery, to increase the Charges for the Deliverables to reflect any increase in cost to the Company arising from any factor beyond its reasonable control, including without limitation: any foreign exchange fluctuation, currency regulation, significant increase in costs of labour, materials or other inputs, any increase in applicable tariffs, import or export duties, or trade-related regulatory costs that directly impact the cost of Goods or Services, any change in delivery dates, quantities or specifications requested by the Customer, or any delay caused by the Customer's instructions or failure to provide adequate information or instructions. All Charges are based on the tariff rates and duties in effect at the time of issuance of the relevant Proposal. If any such increase exceeds ten percent (10%) of the original Charges, the Customer may cancel the affected order by written notice within ten (10) Business Days of receipt of the Company's notice, in which case the Company shall refund any pre-payments for undelivered Goods or unperformed Services.

5.3 The Customer shall reimburse the Company for all reasonable out-of-pocket expenses incurred by the Company in connection with the performance or delivery of the Deliverables, provided that such expenses are approved in advance by the Customer or specified in the applicable Proposal.

5.4 Without prejudice to Clause 5.2, the Company may increase the Charges once per calendar year upon thirty (30) days' prior written notice to the Customer in connection with any Proposal that has subsisted for a duration of more than one (1) calendar year, to account for the impact of inflation and to maintain the commercial viability of the Agreement.

5.5 The Company shall be entitled to render an invoice to the Customer in respect of the Charges on or at any time after the commencement of the delivery of the Goods or the commencement of the provision of the Services, as applicable, and the Customer shall pay each invoice within thirty (30) days from the date of the relevant invoice.

5.6 The time of payment of the Charges shall be of the essence of the Agreement. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

(a) cancel the Agreement or suspend any further deliveries of Goods to the Customer or cease performing any Services for the Customer;
(b) appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
(c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of eight percent (8%) per annum above the base, policy or equivalent reference rate set from time to time by the central bank (or equivalent monetary authority) of the relevant Territory, or the maximum rate permitted by Applicable Laws in the relevant jurisdiction, whichever is higher, from the due date until the date of full payment (a part of a month being treated as a full month for the purpose of calculating interest).

5.7 If the Customer intends to dispute any portion of an invoice, the Customer shall pay the undisputed portion in accordance with this Clause 5 and provide written notice of the disputed amount with a detailed explanation of the basis for the dispute within thirty (30) days from the date of the relevant invoice. The Parties shall seek to resolve the dispute promptly and in good faith, failing which the Parties shall resolve the dispute in accordance with Clause 18. The Parties agree not to suspend performance of their obligations under this Agreement during any good faith dispute.

5.8 The Company may at any time (without notice to the Customer) set off any liability of the Customer to the Company against any liability of the Company to the Customer, whether any such liability is present or future, liquidated or unliquidated, under this Agreement or not and irrespective of the currency of its denomination. Any exercise by the Company of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under the Agreement or otherwise

6. Confidential Information

6.1 In respect of each disclosure of Confidential Information under this Agreement, the Party receiving such Confidential Information (the "Recipient") must keep this Agreement and all Confidential Information in whatever form disclosed to it by the other Party (the "Discloser") in connection with the Agreement, or during the negotiations and communications preceding this Agreement, secret and confidential, and treat the Confidential Information at least as securely as the Recipient treats its own confidential information, and may only disclose or use the Confidential Information for the sole purpose of fulfilling its obligations under this Agreement or with the prior written consent of the Discloser. Each Party may act as Recipient or Discloser depending on the Confidential Information in question.

6.2 The duties of confidentiality and restricted use under this Clause 6 do not apply to Confidential Information that:
a) is already known to the Recipient without a known obligation of confidentiality prior to initial disclosure;
b) is or becomes part of the public domain through no breach of this Clause 6 by the Recipient;
c) becomes rightfully known to the Recipient from a third party without breach of this Clause 6;
d) is proven to be independently developed without use of the Discloser's Confidential Information; or
e) is required to be disclosed pursuant to a lawful order of a court or other competent authority, provided that (i) to the extent legally and practically permissible, the Recipient shall provide the Discloser with prompt prior written notice of such requirement and (ii) to the extent legally permissible and commercially practicable, and at the expense of the Discloser, the Recipient shall cooperate with the Discloser to protect the confidentiality of the Confidential Information.

6.3 The Recipient shall return originals, copies and reproductions of Confidential Information in the Recipient's possession, custody or control within fourteen (14) days of a written request by the Discloser, or at the Discloser's option, erase or destroy all such Confidential Information and certify erasure, destruction or return of the same, except that the Recipient will be entitled to retain such Confidential Information for compliance with its internal procedures and applicable legal or regulatory requirements. Nothing herein shall require the destruction or deletion of information kept on backup tapes or archival systems maintained in the ordinary course.

7. Intellectual Property Rights

7.1 The Company and its licensors own and shall retain all right, title, and interest in and to: (a) all of the Company's IPR, including without limitation all software, tools, routines, programmes, designs, technology, know-how, methodologies, processes, techniques, and

concepts developed by the Company prior to or independently of or during the course of this Agreement, provided that such IPR does not contain any Customer's Materials and associated IPR ("**Company's Technology**"); (b) all modifications, enhancements, and derivative works of Company's Technology; and (c) all IPR in the foregoing.

7.2 If the Deliverables include the provision of Goods or Services that necessitate the licensing of the Company's IPR and/or the Company's Technology, subject to the Customer's payment of all applicable Charges and its compliance with the terms of this Agreement, the Company grants the Customer a non-exclusive, non-transferable, non-sublicensable, limited and revocable licence during the Term to use the Deliverables solely for the Customer's internal business purposes and the purpose as contemplated under the relevant Proposal.

7.3 Notwithstanding Clauses 7.1 and 7.2, where any Deliverable includes or consists of OEM Products, the Customer acknowledges and agrees that:
a) all intellectual property rights subsisting in OEM Products remain vested in the relevant OEM or its licensors, and the Company grants no licence in respect of such OEM Products;
b) the Customer's rights to use OEM Products are governed exclusively by the applicable OEM Licence. The Customer shall, prior to using any OEM Products, review and comply with the relevant OEM Licence. The Company shall, where reasonably practicable, provide or make available to the Customer the applicable OEM Licence terms;
c) the Company makes no representation or warranty as to the content, scope or validity of any OEM Licence; and
d) any breach by the Customer of an OEM Licence shall be the Customer's sole responsibility and the Company shall have no liability to the Customer arising from any such breach.

7.4 The Customer shall not (a) modify, copy or create derivative works based on the Deliverables; (b) reverse engineer, disassemble or decompile the Deliverables; or (c) remove, alter or obscure any proprietary notices on the Deliverables.

7.5 The Customer and its licensors own and shall retain all right, title, and interest in and to: (a) all materials, data, and information provided by the Customer to the Company for use in connection with the Deliverables ("**Customer's Materials**"); and (b) all IPR in the foregoing. The Customer grants the Company a non-exclusive, non-transferable licence during the Term to use, reproduce, and modify the Customer's Materials solely for the purpose of performing and delivering the Deliverables under this Agreement.

7.6 The Company may at its discretion incorporate third-party materials into the Deliverables, provided the necessary approvals and licences for such use are obtained

8. Delivery of Goods

8.1 Unless otherwise agreed in writing between the Parties, delivery of the Goods shall be on an EXW (Ex Works) basis in accordance with the latest version of the Incoterms, whereby the Customer shall collect the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection.

Where the Parties agree in writing that the Company shall deliver the Goods to a location other than the Company's premises, the Customer shall be liable to pay the Company's reasonable charges for transport, packaging and insurance, unless otherwise stated in the Proposal.

8.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Agreement unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date.

8.3 Upon delivery of the Goods or any part thereof, the Customer shall notify the Company in writing of any non-conformity within:
a) seven (7) days from the date of delivery in respect of apparent defects or failures that are reasonably discoverable upon inspection; or;
b) thirty (30) days from the date of delivery in respect of latent defects or failures that were not apparent on reasonable inspection at the time of delivery.

If the Customer does not notify the Company accordingly within the applicable period, the Customer shall not be entitled to reject the Goods in respect of such defect or failure, and the Customer shall be bound to pay the Charges as if the Goods had been delivered in accordance with the Agreement

9. Performance of Services

9.1 The Company shall endeavour to perform the Services in accordance with any timescales agreed between the Company and the Customer, but the time of performance of the Services shall not be of the essence of the Agreement unless previously agreed by the Company in writing.

9.2 If the Company considers that the performance or delivery of the Deliverables is likely to be delayed for any reason out of its control (including by reason of the Company not having received in due time necessary instructions, decisions, information, concurrence or consent from the Customer), the Company shall notify the Customer in writing and the Parties shall agree on a fair and reasonable extension of time.

10. Risk and Title

10.1 Unless otherwise agreed in writing, Goods are sold or hired on an EXW basis and risk of damage to or loss of the Goods shall pass to the Customer at the time when the Goods are available for delivery at the Company's premises (or, where Goods are sourced from a third-party supplier, at the Company's supplier's premises). Where the Parties have agreed in writing that the Company shall deliver the Goods to the Customer's location, risk shall pass upon delivery to that location.

10.2 Notwithstanding delivery and the passing of risk, title to and property in the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to the Company in respect of the Goods and all other sums which are or which become due to the Company from the Customer on any account.

10.3 Until title to the Goods has passed to the Customer, the Customer shall:
a) hold the Goods on a fiduciary basis as the Company's bailee;
b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full replacement value against all risks to the reasonable satisfaction of the Company, and on request shall produce the policy of insurance to the Company; and
e) not sell, offer to sell, assign, underlet, pledge, mortgage, charge, encumber or part with possession of the Goods or any interest in the Goods, nor create or allow to be created over the Goods any lien.

10.4 The Customer may resell the Goods before title has passed to it solely on the following conditions:
a) any sale shall be effected in the ordinary course of the Customer's business at full market value and in compliance with Clause 17 and all applicable Trade Control Laws;
b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale; and
c) the Customer shall ensure (and provide evidence to the Company) that such sale is subject to this Clause 10 and the sub-purchaser is aware of the Company's ownership of the Goods, and that the signed contract between the Customer and the sub-purchaser contains a valid retention of title clause on the same terms as this Clause 10 (proof of such to be provided to the Company).

10.5 The Customer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events set out in Clause 14.1.

10.6 The Company shall be entitled to recover payment for the Goods notwithstanding that title to any of the Goods has not passed from the Company.

10.7 The Customer grants the Company, its agents and employees 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 Customer's right to possession has terminated, to recover them.

10.8 Title to Goods that are hired to the Customer shall remain at all times with the Company. The Customer has no right, title or interest in such Goods except that they are hired to the Customer and the Customer acquires only an insurable interest in such Goods. The Customer shall insure the Hire Goods against loss or damage for the entire duration of the Hire Period

11. Warranties

11.1 Subject to the terms set out below, the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of thirty (30) days from the date of delivery ("**Warranty Period**"), and the Company further warrants that any Services shall be performed with reasonable skill and care.

11.2 Notwithstanding Clause 11.1, where any Deliverable includes or consists of OEM Products:
a) the warranty applicable to such OEM Products shall be solely and exclusively the OEM Warranty provided by the relevant OEM. The Company shall, where reasonably practicable, pass through to the Customer the benefit of any applicable OEM Warranty;
b) the Company makes no independent warranty in respect of OEM Products beyond the OEM Warranty, and the Customer's sole recourse in respect of any defect in or failure of OEM Products shall be against the relevant OEM pursuant to the applicable OEM Warranty; and
c) the Company shall provide reasonable assistance to the Customer in making warranty claims against the relevant OEM, but shall not be required to incur any expense or liability in doing so.

11.3 The warranties in Clause 11.1 shall not apply to any defect or non-conformity arising from:
a) any drawing, design, specification, or materials provided by the Customer, or any infringement of any patent, trademark, or copyright arising from the sale or use of such Goods;
b) fair wear and tear or, wilful damage, negligence, abnormal working conditions, misuse, or any unauthorised alteration, repair, or modification of the Goods by the Customer;
c) the Customer's use of the Deliverables in a manner not reasonably contemplated by the Company, contrary to the Company's instructions, or in combination with hardware, software, materials, or systems not provided or approved by the Company;
d) the Customer's failure to implement any update or upgrade provided by the Company; or
e) the total Charges for the Deliverables not having been paid by the due date for payment.

11.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT. THE COMPANY DOES NOT WARRANT THAT THE DELIVERABLES WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE.

11.5 Any third-party products or services (including OEM Products) provided to the Customer under this Agreement are provided "AS IS" save to the extent of any applicable OEM Warranty, and any warranties with respect to such third-party products or services shall be limited to those provided to the Customer by the relevant third-party vendor or OEM, if any.

11.6 Where any valid claim is notified to the Company in accordance with these T&Cs: (a) in respect of any of the Goods (other than OEM Products) based on any defect in the quality or condition of the Goods or their failure to meet specification, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the Charges for the Goods (or a proportionate part of the Charges); or (b) in respect of any failure by the Company to perform the Services with reasonable skill and care (such claim to be notified to the Company within seven (7) days from the discovery by the Customer of circumstances giving rise to such a claim), the Company shall at its expense take such action as it considers necessary to remedy any such failure; but in each case the Company shall have no further liability to the Customer.

12. Limitation of Liability

12.1 IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

12.2 In respect of claims arising out of or related to the sale or hire of Goods under this Agreement, the Company's total cumulative liability shall not exceed the price of the Goods as set out in the relevant Proposal or, where the claim relates to a maintenance contract, the value of that maintenance contract.

12.3 In respect of claims arising out of or related to the supply of Services under this Agreement (excluding claims for death or personal injury caused by the Company's negligence), each Party's total cumulative liability to the other Party shall not exceed the total amount paid by the Customer to the Company under the applicable Proposal during the twelve (12) months immediately preceding the date on which the event giving rise to the claim first occurred. For the avoidance of doubt, this Clause 12.3 shall not apply to the Charges payable for the undisputed delivery and/or performance of the Deliverables.

12.4 The caps in Clauses 12.2 and 12.3 are separate and not cumulative. Where a claim (or related claims arising from the same or connected events) relates to both Goods (or Hire Goods) and Services, or where it is unclear which applies, the lower applicable cap shall govern, and in no event shall the Company's total aggregate liability exceed the higher of the two caps.

12.5 No claim or action arising out of or related to this Agreement may be brought by the Customer more than one (1) year after the cause of action has accrued.

13. Force Majeure

Neither Party shall be liable to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, acts of war (declared or undeclared), terrorism (actual or threatened), any outbreak of diseases, any governmental regulations or restrictions, sanctions, embargoes, export or import restrictions, denial or revocation of export licences or authorisations, changes in Trade Control Laws, or any other events or circumstances of whatsoever nature beyond the reasonable control of either Party ("**Force Majeure Event**"). Subject to the Party so affected promptly notifying the other Party in writing of the reasons for the delay (and the likely duration of the delay) the performance of such Party's obligations shall be suspended during the period that the said circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay and the costs arising from such delay shall be borne by the Party incurring the same. Either Party may, if such delay continues for more than thirty (30) days, terminate the Agreement forthwith on giving notice in writing to the other, in which event neither Party shall be liable to the other by reason of such termination. For the avoidance of doubt, a Party's failure or inability to pay monies due, for whatever reason, shall not constitute a Force Majeure Event.

14. Termination

14.1 Notwithstanding any other provisions herein contained, and without prejudice to any other rights such party serving notice may have, either Party may immediately terminate this Agreement by written notice to the other if any of the following events shall occur:
a) either Party commits any material breach of these T&Cs and fails to remedy such breach within thirty (30) days after receiving written notice requiring it so to do;
b) either Party fails to settle in full any outstanding amounts by the relevant deadline;
c) either Party breaches any part of Clauses 6, 7 or 17; or
d) either Party becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution shall be threatened or levied upon any equipment and/or software or other property of the party entitled to serve notice hereunder or if the other party is unable to pay its debts in accordance with the Applicable Laws.

14.2 THE COMPANY MAY GIVE REASONABLE PRIOR WRITTEN NOTICE, OF NO LESS THAN TEN (10) DAYS, TO THE CUSTOMER TO CANCEL OR TERMINATE ANY PROPOSAL AT ANY TIME BEFORE THE DELIVERY OF THE DELIVERABLES WITHOUT ANY LIABILITY TO THE COMPANY.

14.3 If this Agreement is terminated for any reason other than a breach by the Company, the Customer shall remain liable to pay to the Company the full amount of the Charges and other sums specified in the Proposal as if the Company had fully performed its obligations, together with any expenses reasonably incurred by the Company up to the effective date of termination.

14.4 Where this Agreement is terminated by the Customer pursuant to breach by the Company in accordance with Clause 14.1(a) or 14.2 above, the Company shall forthwith refund to the Customer all sums paid in advance under this Agreement for Deliverables which have not been delivered or performed.

14.5 Termination of this Agreement shall not prejudice or affect any right or action or remedy which has accrued prior to the date of termination, including any right of set-off.

14.6 All obligations relating to Clauses 5, 6, 7, 10, 12, 14, 15 to 18 and such other terms which by their nature survive termination, will survive termination of this Agreement.

15. Conditions Specific to Hire Goods

15.1 The Customer shall:
- a) not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them, and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer and any manufacturer's recommendations made accessible to the Customer;
- b) notify the Company immediately after any breakdown, loss and/or damage to the Hire Goods, including where the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person, and in the case of theft, report the theft to the police within twenty-four (24) hours and provide the Company with the relevant crime reference number;
- c) take adequate and proper measures and insurance to protect the Hire Goods from loss, theft, damage, public liability and/or other reasonably foreseeable risks, and provide the Company with evidence of such insurance upon request;
- d) notify the Company of any change of its address and, upon the Company's request, provide details of the location of the Hire Goods;
- e) permit the Company at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
- f) keep the Hire Goods at all times in its possession and control and not remove the Hire Goods from the country where the Customer is located and/or the country where the Company is located, or transfer them across any national border, without the prior written consent of the Company and in compliance with all applicable Trade Control Laws;
- g) be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Company has agreed to provide them as part of any Services;
- h) not continue to use Hire Goods where they have been damaged;
- i) return the Hire Goods in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods; and
- j) not sell, offer to sell, assign, sublet, pledge, mortgage, charge, encumber or otherwise dispose of or part with possession of the Hire Goods or any interest in them, nor create or allow to be created any lien over the Hire Goods.

15.2 Breakdown of Hire Goods:
- a) The Customer shall be responsible for all expenses, loss and/or damage suffered by the Company arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
- b) The Customer should ensure that the Hire Goods are placed on a suitable maintenance contract throughout the duration of the Hire Period. The Company is able to provide a quote for maintenance if required.
- c) The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Company.

15.3 Loss or Damage to Hire Goods:
- a) If the Hire Goods are returned in a damaged, unclean and/or defective state, except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for rehire and to pay the rental costs until such repairs and/or cleaning have been completed.
- b) The Customer shall pay to the Company the replacement cost on a new-for-old basis of any Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period, less any amount paid to the Company under any policy of insurance taken out in accordance with Clause 15.1(c).
- c) The Customer shall pay the rental for the Hire Goods up to and including the date it notifies the Company that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Company has replaced such Hire Goods, the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to the rental that would have applied for such Hire Goods for that period.

15.4 Termination of Hire by Notice:
- a) If the Hire Period has a fixed duration, neither the Customer nor the Company shall be entitled to terminate the hire before the expiry of that fixed period unless agreed in writing with the other Party, subject to Clause 14.
- b) If the Hire Period does not have a fixed duration, either the Customer or the Company is entitled to terminate the hire upon giving not less than thirty (30) days' prior written notice to the other Party.

15.5 Return of Hire Goods:
- a) Upon expiration of any Hire Period, the Customer shall, at its own expense, pack the Hire Goods and arrange return shipment of the Hire Goods to the Company's designated delivery address.
- b) The Customer shall ensure that the Hire Goods are returned to the Company within seven (7) days of the expiration of the Hire Period. If the Hire Goods are not returned within that period, the Customer shall be liable to pay to the Company:
  - i. the daily rental rate for each day the Hire Goods remain unreturned, calculated on the basis of the Hire Period rate in the applicable Proposal; and
  - ii. additional rental charges at the prevailing daily or weekly rate (as applicable) in the applicable Proposal for each day or week (or part thereof) that the Hire Goods remain unreturned beyond fourteen (14) days following the expiration of the Hire Period, as a genuine pre-estimate of administrative costs and loss of re-hire opportunity ("**Late Return Penalty**").
- c) For the avoidance of doubt, the Customer shall pay rent for the Hire Goods up to the day the Hire Goods are physically received by the Company.
- d) The Late Return Penalty shall be without prejudice to any other rights or remedies available to the Company, including the right to recover the Hire Goods and to claim further damages for any losses in excess of the Late Return Penalty.

15.6 Data Security:
- a) The Customer shall be solely responsible for all software installation, licensing compliance, configuration and data management in respect of the Hire Goods during the Hire Period.
- b) Prior to returning the Hire Goods, the Customer shall securely remove and erase all confidential, personal and business data stored on the Hire Goods. The Company shall be entitled (but not obliged) to erase or destroy any data remaining on the Hire Goods upon their return.
- c) The Company shall have no responsibility or liability for any loss, corruption, disclosure or failure to recover any data stored on the Hire Goods. Each Party shall comply with all applicable data protection Applicable Laws, and the Customer shall remain responsible for all personal data processed using the Hire Goods.

15.7 Security Deposit:
- a) The Company may require the Customer to pay a refundable security deposit prior to the release of the Hire Goods, in such amount as specified in the applicable Proposal.
- b) The Company may apply the security deposit towards any loss of the Hire Goods, damage beyond fair wear and tear, missing accessories and/or any outstanding rental or other charges payable by the Customer.
- c) Any remaining balance of the security deposit shall be refunded to the Customer within fourteen (14) days following the satisfactory return and inspection of the Hire Goods, without interest.

16. Indemnity

The Customer shall indemnify, defend and hold harmless the Company and its Affiliates, and their respective officers, directors, employees, agents and subcontractors (each an "**Indemnified Party**"), from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, penalties, fines, costs and expenses (including reasonable legal fees and costs of enforcement) suffered or incurred by any Indemnified Party arising out of or in connection with: (a) any breach by the Customer of this Agreement, including any representation, warranty, covenant or obligation herein; (b) any negligent, wilful or unlawful act or omission of the Customer or any Customer's Agent; (c) any use, resale, transfer, deployment or operation of the Deliverables by the

Customer or any Customer's Agent, including any third-party claim that such use infringes or misappropriates any intellectual property or other rights; (d) any breach or non-compliance by the Customer or any Customer's Agent with any Applicable Laws, any OEM Licence, or any Trade Control Laws (including any export, re-export, import, transfer, diversion, end-use or end-user restriction, sanction or embargo), or any breach of Clause 17 or of any end-use declaration, certificate or form accepted by the Customer, in each case whether or not also indemnified under Clause 17.14; and (e) any claim brought by a third party (including any Customer's Agent or end user) in connection with the Deliverables or the Customer's performance of this Agreement. This indemnity shall survive termination or expiry of this Agreement and shall not be subject to the limitations or exclusions of liability set out in Clause 12.

17. General

17.1 The Company's status shall be that of an independent contractor and it is expressly understood that neither the Company nor its personnel or Affiliates shall be deemed to be an employee or agent of the Customer. Nothing in this Agreement is intended or shall be construed to create a relationship of principal and agency, partnership, or joint venture or relationship of employer and employee between the Parties.

17.2 Neither Party shall assign, transfer, delegate or sub-contract any of its rights or obligations under this Agreement in whole or in part to any third party, or assign, mortgage, charge or encumber any of the moneys due or becoming due under this Agreement, without the prior written approval of the other Party.

17.3 If any provision of these T&Cs is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these T&Cs and the remainder of the provision in question shall not be affected.

Where Applicable Laws in the relevant jurisdiction confer non-excludable rights on the Customer or restrict the exclusion or limitation of liability, the exclusions, limitations and disclaimers in this Agreement apply only to the extent so permitted, and any non-compliant provision shall be read down to the minimum extent necessary or, failing which, severed under this Clause 17.3 without affecting the remaining provisions.

17.4 This Agreement together with the Proposal shall constitute the entire agreement between the Parties in relation to the subject matter hereof, and supersede all previous communications, understandings and agreements relating thereto.

17.5 No amendments to or modification of this Agreement shall be effective for any purpose whatsoever if not confirmed in writing and signed by the duly authorised representative of each Party.

17.6 No waiver by either Party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. The failure of either Party to insist upon or enforce strict performance of any provision of this Agreement will not be interpreted or construed as a waiver or relinquishment of that Party's right to assert or rely upon any such provision, right or remedy in any other instance.

17.7 Nothing in these T&Cs confers on anyone other than the Parties to it any right pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore or equivalent legislation in any other applicable jurisdiction.

17.8 Each Party agrees that it shall at all times comply with all Applicable Laws.

17.9 This Agreement will be binding on the Parties and their respective successors and permitted assigns.

17.10 Any notice required or permitted to be given by either Party to the other under these T&Cs shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision. Notices shall be delivered by hand or by commercial courier or sent by electronic mail or registered mail, and shall be in the English language and shall be deemed given: (i) if delivered by hand or commercial courier, upon actual delivery and acknowledgement by an authorised employee of the receiving Party; or (ii) if by electronic mail, upon completion of transmission.

17.11 The Customer acknowledges that the Deliverables (including GPUs, AI accelerators, semiconductors, high-performance computing systems and related software and technology) may be subject to export control, sanctions and end-use laws, including the U.S. Export Administration Regulations, U.S. Office of Foreign Assets Control sanctions, and the laws of Singapore, the United Kingdom, the European Union and any other jurisdiction with authority over the transaction ("**Trade Control Laws**"). The Customer shall, at its own cost, comply with all Trade Control Laws in its receipt, use, resale, transfer, export or re-export of the Deliverables. This Clause 17.11 applies regardless of whether the Customer has executed any separate end-use declaration, certificate or form; any such declaration or additional Proposal terms shall supplement and, to the extent of conflict, prevail over this Clause 17.11 to 17.14.

17.12 The Customer shall not, directly or indirectly, make any Deliverables available: (a) to or from any embargoed or sanctioned country, territory or destination, or any destination the Company designates as restricted; (b) to any restricted or sanctioned party, or any person owned or controlled by, or acting for, such a party; or (c) for any prohibited end use, including nuclear, chemical, biological or missile applications, weapons development, military end use or military end users, unlawful surveillance, human rights abuses, or restricted AI model training or transfer of model weights. The Customer shall not circumvent any geographic or technical access restriction.

17.13 The Customer represents and warrants that neither it nor any of its beneficial owners, Affiliates, Customer's Agents, end users, contractors or agents involved with the Deliverables is a restricted or sanctioned party or is owned, controlled by or acting for such a party. The Customer shall promptly notify the Company of any change in such status or any actual or suspected violation, diversion risk or prohibited end use, and shall cooperate with any investigation. On request, the Customer shall provide end-user certificates, end-use statements and ownership, control and deployment information, and shall retain records of the location, end users, end uses and transfers of the Deliverables for at least five (5) years for the Company's verification.

17.14 The Customer shall impose obligations substantially equivalent to this Clause 17.11 to 17.13 and in any separate end-use declaration, certificate or form that it accepts, on all resellers, distributors, Affiliates, contractors and end users, and remains responsible for their compliance. The Company may suspend or terminate the Agreement or any Proposal immediately and without liability or refund if it reasonably believes a violation has occurred or may occur, required authorisations are unavailable, requested compliance information is not provided, or continued performance may expose the Company or its Affiliates to legal, regulatory or national-security risk. The Customer shall indemnify, defend and hold harmless the Company and its Affiliates (and their officers, directors, employees and agents) against all claims, losses, penalties, fines, costs and liabilities (including reasonable legal fees) arising from the Customer's breach of this Clause 17 or any violation of Trade Control Laws. Nothing in the Agreement requires the Company to act contrary to any Trade Control Law, and where multiple regimes apply the most restrictive requirement shall govern.

17.15 The Customer represents and warrants that all information, declarations, certificates and forms it (or any Customer's Agent) provides, executes or accepts in connection with the Deliverables are true, accurate, complete and not misleading, including any declaration, certificate or form originating from or required by any OEM or any upstream manufacturer, supplier or licensor (such as end-customer, end-use or end-user declarations), and covenants to use the Deliverables only as so declared and to notify the Company promptly of any change or inaccuracy. The Customer acknowledges that the Company relies on the same, and any breach of this Clause shall entitle the Company to the remedies provided under the Applicable Laws and these T&Cs.

18. Governing Law and Dispute Resolution

18.1 In the event of any controversy or claim arising out of or relating to these T&Cs, unresolved controversies or claims shall be finally settled by binding arbitration as follows:

a) if the dispute arises in connection with activities or performance in the United States of America, arbitration shall be conducted in the State of Georgia under the Commercial Arbitration Rules of the American Arbitration Association, and the governing law shall be the laws of the State of Georgia;

b) if the dispute arises in connection with activities or performance in Europe, Middle East or Africa ("**EMEA**"), arbitration shall be conducted at the nearest principal business location of the Company, under the Rules of Arbitration of the International Chamber of Commerce, and the governing law shall be English law;

c) if the dispute arises in connection with activities or performance in any jurisdiction outside the United States and EMEA, arbitration shall be conducted at the nearest principal business location of the Company, under the Rules of Arbitration of the International Chamber of Commerce, and the governing law shall be the laws of Singapore.

18.2 In each case under Clause 18.1, the arbitration shall be conducted by one (1) arbitrator appointed in accordance with the applicable

rules. The language of the arbitration shall be English. The judgment on the award rendered by the arbitrator shall be final and binding and may be entered in any court having jurisdiction thereof.

18.3 Notwithstanding Clauses 18.1 and 18.2, either Party may seek urgent interim or injunctive relief from a court of competent jurisdiction without being required to first complete the Negotiation Period.

Schedule A: End of Life Obligations

Unless otherwise agreed in writing between the Parties, the Customer, upon acceptance of the Goods, accepts the transfer of all applicable end-of-life obligations in respect of the Goods, including any obligations arising under relevant environmental, waste management or product disposal legislation in the Territory (including but not limited to Waste Electrical and Electronic Equipment ("**WEEE**") regulations, and any equivalent or successor legislation applicable in the Territory, including without limitation applicable state, national or regional electronic waste, extended producer responsibility or product take-back laws). The Customer shall comply with all such end-of-life obligations at its own cost and expense.