



GENERAL
CONDITIONS
OF SALES
ACTEUS GROUP
PTE LTD

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GENERAL CONDITIONS OF SALES

Acceptance of these Conditions (and each Agreement) by the Purchaser shall be effective upon sending of the Purchase Order submitted by the Purchaser to **ACTEUS GROUP PTE LTD** (Company Registration Number 201634386R), a company incorporated in Singapore and having its registered office at 362 Upper Paya Lebar Road, Da Jin Factory Building #06-11, Singapore, 534963 (the “**Seller**”), pursuant to Clause 3.1, unless otherwise agreed in writing by both the Purchaser and the Seller.

1. Definitions

1.1 Whenever the following terms appear in these Conditions, they shall have the respective meanings specified below unless the context otherwise requires:

1.1.1 “**Affiliate**” in respect of one of the Parties, refers to any entity which currently or at a later date, directly or indirectly, Controls, is Controlled by, or is under the same Control of such Party.

1.1.2 “**Agreement**” means these Conditions, the Purchase Order and any other documents agreed in writing between the Purchaser and the Seller in relation to the Purchase Order.

1.1.3 “**Conditions**” means the present General Conditions of Sales.

1.1.4 “**Control**” in relation to any person means either of the following:

- i. the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors (or equivalent governing body) of that person; or
- ii. the ownership of more than fifty per cent (50%) of the total issued voting shares or stock in that person,

and “**Controlled**” shall be construed accordingly. Agreement: means these Conditions, the

1.1.5 “**Delivery Location**” shall have the meaning ascribed to it in Clause 6.1.2.

1.1.6 “**Delivery Quantity**” shall have the meaning ascribed to it in Clause 6.1.2.

1.1.7 “**Delivery Time**” shall have the meaning ascribed to it in Clause 6.1.2.

1.1.8 “**Faulty Goods**” shall have the meaning ascribed to it in Clause 0.

1.1.9 “**Good**” means the type of good stated against its name in the Purchase Order, and “**Goods**” means all of them.

1.1.10 “**Incoterms**” means the Incoterms 2010 of the International Chamber of Commerce, chosen by the Parties in a Purchase Order. In the absence of such a choice, Incoterms Ex-Works Seller premises shall apply.

1.1.11 “**Order Price**” in relation to any Good, means the price of that Good stated against its name in the Purchase Order.

1.1.12 “**Parties**” means the Purchaser and the Seller and their successors and assigns and “**Party**” means either of them.

- 1.1.13 **“Purchase Order”** means the order in writing issued to the Seller by the Purchaser covering details for the supply of the Goods specified therein.
- 1.1.14 **“Purchaser”** means such person whose name is provided in the Purchase Order issued by the Purchaser.
- 1.1.15 **“Specified Currency”** means the currency specified in the Purchase Order or, if none, USD.
- 1.1.16 **“USD”** or **“\$”** means United States dollars, being the lawful currency of the United States of America.
- 1.2** The headings and sub-headings of the provisions of these Conditions are to facilitate reference only and do not form a part of these Conditions, and shall not in any way affect the construction or interpretation thereof.
- 1.3** Unless the context otherwise requires, in these Conditions:
- 1.3.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
- 1.3.2 the terms **“hereof”**, **“herein”**, **“hereby”**, **“hereto”** and similar words refer to these conditions and not any particular Clause, or any other subdivision of these Conditions;
- 1.3.3 the words **“include”** or **“including”** shall be deemed to be followed by **“without limitation”** or **“but not limited to”**, whether or not they are followed by such phrases or words of like import;
- 1.3.4 references to any **“person”** include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority; and
- 1.3.5 references to **“Clause”** or any other agreement or document in these Conditions shall be construed as references to the clauses of these Conditions, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
- 1.4** Notwithstanding anything to the contrary herein, in the event of any conflict between any of these Conditions and the terms of any Purchase Order, or of the general conditions of purchase of the Purchaser, the terms of these Conditions shall prevail.
- 2. Performance of Services at Purchaser’s Premises**
- 2.1** The Seller may from time to time provide services to the Purchaser, in which case the Parties will enter into a separate services agreement to determine the Parties’ rights and obligations in connection with the services.
- 3. Sale and Purchase of the Goods**
- 3.1** The Seller shall acknowledge receipt or email of the Purchase Order within five (5) working days from its receipt, which shall constitute acceptance of the Purchase Order and shall render the Purchase Order irrevocable.
- 3.2** Any request for change to the composition or volume of a Purchase Order placed by the Purchaser shall not be taken into account by the Seller unless the request is made in writing and is received by the Seller

at the latest two (2) calendar days after receipt by the Seller of the initial Purchase Order, and accepted by the Seller.

- 3.3** Should a Purchase Order be changed by the Purchaser and accepted by the Seller, the Seller shall be exonerated from its obligation to meet deadlines, if any, as originally agreed under such Purchase Order.
- 3.4** In any event, the Purchaser shall not revise any Purchase Order by any means after acknowledgement of receipt of such Purchase Order by the Seller, unless authorised in writing by the Seller.
- 3.5** Acceptance of a Purchase Order by the Seller shall be subject to one or several of the following conditions, as the Seller may require:
 - 3.5.1** the necessary administrative permissions having been obtained;
 - 3.5.2** the Purchaser having paid the down payment, which shall not be less than thirty per cent (30%) of the total price of such Purchase Order, or such other amount agreed between the Parties;
 - 3.5.3** a contractual guarantee or additional warranty (bank guarantee, opening a documentary credit, parent company guarantee or the like), having been set up.
- 3.6** If the Seller does not have sufficient stock to meet the Purchase Order, the Seller shall be entitled to, at its sole option and without the prior written consent of the Purchaser, revise the Purchase Order by written notice to the Purchaser given no less than seven (7) days prior to the Delivery Time, or substitute the brand, packing and/or country of origin of any of the Goods.

4. Title and Risk

- 4.1** Title to the Goods delivered to the Purchaser in accordance with each Purchase Order shall pass to the Purchaser upon full payment of the Order Price by the Purchaser to the Seller, including any additional costs relating thereto.
- 4.2** Any clause to the contrary, especially clauses of any general conditions of purchase of the Purchaser, shall be considered as being null and void.
- 4.3** In the case of seizure or any intervention by a third party, the Purchaser shall immediately inform the Seller. The Seller reserves the right to recover the Goods at any place and in whosoever's hands they may be found.
- 4.4** The Purchaser shall not sell the unpaid Goods to third parties before paying to the Seller the full Order Price, or obtaining the Seller's prior written approval.
- 4.5** The transfer of risks from the Seller to the Purchaser shall occur as provided in the Incoterms.
- 4.6** Unless otherwise agreed between the Parties, the Seller shall not be responsible for the loading and the unloading of the Purchaser's transport vehicle.

5. Inspection of Products Before Dispatch

- 5.1** If the Parties have agreed that the Purchaser is entitled to inspect the Goods before dispatch, or if the regulations of the country to which the Goods are to be dispatched require such inspection, the Seller shall notify the Purchaser, within a reasonable period of time prior to dispatch, that the Goods are ready for inspection at a place designated by the Seller.
- 5.2** The Purchaser shall inspect the Goods within a period of eight (8) working days following the date of the notice sent by the Seller to the Purchaser.

5.3 Failure of the Purchaser to proceed to such inspection during such eight (8) days period shall be deemed acceptance of the Purchaser for the Goods to be dispatched.

5.4 In any case, the Purchaser shall pay to the Seller any additional cost incurred by the Seller to organise the inspection, including but not limited to any storage and additional insurance costs.

6. Delivery

6.1 Terms of Delivery

6.1.1 Unless otherwise agreed between the Parties, delivery of the Goods shall only occur provided that Purchaser has paid the Order Price and other sums due to the Seller as stated in Clause 7.2.

6.1.2 The Seller shall do all reasonable efforts, in respect of any Purchase Order, to deliver at the location to which the Goods are to be delivered ("**Delivery Location**"), the quantity of Goods to be delivered ("**Delivery Quantity**"), in each case, as stated in that Purchase Order (as may be revised in accordance with Clause 3.2 and Clause 3.6) and at the date and time ("**Delivery Time**") specified therein.

6.1.3 Delivery dates are provided for information and are only indicative.

6.1.4 Delays in delivery of Goods cannot give rise to the payment by the Seller of any penalty or fine, nor may it be a reason for the cancellation or withdrawal of a Purchase Order.

6.1.5 Delivery of Goods may be suspended in the event the Purchaser fails to settle an invoice after 48 hours of the Seller's notification to the Purchaser to do so.

6.1.6 If the Goods are delivered at the Delivery Location at the Delivery Time but the Purchaser is not in capacity of receiving such delivery, the Purchaser shall pay the Order Price and all other amounts due to the Seller as if it had received such delivery. The Seller shall take all necessary actions, at the Purchaser's expense, to store the Goods and insure them, if requested by the Purchaser, until the Purchaser can receive such delivery. The risks on the Goods stored during this period of time shall be borne by the Purchaser.

6.2 Reserves and Acceptance of the Goods

6.2.1 Any reserve that the Purchaser may have regarding the Goods shall be made to the forwarder by registered letter with acknowledgement of receipt (of which a copy shall be sent simultaneously to the Seller) within three (3) calendar days of receipt of the Goods.

6.2.2 A reserve made by the Purchaser under this Clause shall not suspend payment by the Purchaser for any of the Goods ordered.

6.2.3 If no reserve notice has been sent within the three (3) calendar days following the receipt of the Goods by the Purchaser, the Goods shall be deemed accepted without reserve by the Purchaser, notwithstanding any visible defects, any discrepancy or non-conformity between the Goods ordered and the Goods actually delivered.

6.2.4 The Purchaser shall not return any of the Goods without the prior written consent of the Seller. Any Goods returned by the Purchaser to the Seller without the prior written consent of the Seller shall be held at the disposal of the Seller and shall not grant the Purchaser the right to any credit note or similar instrument.

6.2.5 Should the Seller accept the return of Goods, a lump sum deduction equal to twenty per cent (20%) of the ex-works value of the returned Goods shall be applied to each accepted returned

item. Such deduction shall be paid to the Purchaser by telegraphic transfer to such account with such bank as the Purchaser may designate from time to time.

6.2.6 In any case, the return cost of the Goods, as well as any related costs (including but not limited to any storage cost and additional insurance costs), shall be borne by the Purchaser.

6.2.7 All Goods returned to the Seller shall be returned in the same condition in which they were received by the Purchaser.

6.3 Faulty Goods

Where, after inspection of the Goods by the Purchaser and the Seller, the Goods show visible defect or a non-conformity (the “**Faulty Goods**”), the intervention of the Seller shall be limited, at the sole option of the Seller, to one or more of the following without order of priority:

- i. the replacement of the Faulty Goods by supplying the Goods again or having supplied goods that are of equivalent quality and standard as the Goods in all material respects; or
- ii. the rectification of any defects or non-conformities in the Faulty Goods; or
- iii. the repayment of the price paid by the Purchaser for the Goods showing defects or non-conformities; or
- iv. the payment of the cost of replacing the Faulty Goods or of acquiring goods that are of equivalent quality and standard as the Goods in all material respects (excluding, for the avoidance of doubt, any transportation, storage and insurance costs); or
- v. the payment of the cost of having the defects or non-conformities of the Faulty Goods rectified.

7. Payment Terms

7.1 Order Price

7.1.1 The Order Price shall be stated in each relevant Purchase Order and shall be exclusive of any tax and any shipping charges.

7.1.2 Any applicable taxes, due, levy, or other sum to be paid under any applicable law shall be borne by the Purchaser.

7.1.3 The Seller reserves the right to amend the prices of the Goods from time to time and shall inform the Purchaser in writing of any such change.

7.1.4 Any change to the prices of the Goods shall be applicable on the date on which such amended prices are notified to the Purchaser.

7.1.5 Notwithstanding the foregoing, the Order Price shall not be amended once a Purchase Order has been accepted by the Seller.

7.2 Invoice and Payments

7.2.1 The Seller shall render an invoice to the Purchaser upon delivery or order of the Goods, as agreed between Parties, and each invoice shall contain such detail and be accompanied by such supporting documentation or certifications as the Seller may deem necessary, including

supporting documentation regarding additional costs in the performance of the Purchase Order.

- 7.2.2 The Purchaser shall, subject to the terms of these Conditions, make payment of the sum due to the Seller within the payment period specified in the Purchase Order, or if such payment period is not stated, within thirty (30) days of issuance of the Seller's invoice, whichever is the later, by telegraphic transfer to such account with such bank as the Seller may designate from time to time.
- 7.2.3 Where the Parties have agreed that partial payments would be made for partial deliveries of Goods, each partial payment defined in a Purchase Order shall be made in full by the Purchaser before delivery of the next partial delivery.
- 7.2.4 Any sum due to the Seller under these Conditions and any Agreement (whether in respect of fees or otherwise) shall be paid in the Specified Currency to the bank account which details shall be provided by the Seller.
- 7.2.5 Payment of the Order Price shall only be considered to have been made once received by the Seller.
- 7.2.6 Where the Parties have agreed that payment by the Purchaser to the Seller be made by a letter of credit issued by a first-class bank, the Purchaser shall provide such letter of credit within ten (10) calendar days of the date of the Purchase Order. Should the Purchaser fail to provide the letter of credit in due course, the Seller shall be entitled to cancel the Purchaser Order by simple written notice, without the need for legal proceeding, and without prejudice to any rights that the Seller may exercise against the Purchaser for such breach in accordance with the Purchase Order or at law, notably for damages and costs flowing from such termination.
- 7.2.7 The letter of credit shall be drafted in terms acceptable to the Seller, and notably be irrevocable, confirmed, payable on sight at the Seller's bank and, among other things, permit partial consignments and transshipments.
- 7.2.8 The Seller reserves the right to accompany the payment by letter of credit with a guarantee known as the standby letter of credit in order to protect itself against any default by the Purchaser.
- 7.2.9 Should the Parties have agreed that payment shall be guaranteed by a bank, the Purchaser shall, within ten (10) calendar days of the date of the Purchase Order, provide the Seller with a first-demand bank guarantee in accordance with the Uniform Rules for Demand Guarantees of the International Chamber of Commerce or a standby letter of credit that complies with the Uniform Rules for Demand Guarantees or with the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, and in both cases issued by a reputable first-class bank previously approved in writing by the Seller.

7.3 Default in Payment

- 7.3.1 In case of delayed payment, the Seller may suspend any Purchase Orders in progress, without prejudice to any other course of action.
- 7.3.2 If the Purchaser defaults in the payment when due of any sum payable under an invoice or a Purchase Order, its liability shall be increased to include interest on such sum from the due date until the date of actual payment at a rate per annum of 5 per cent (5%). Such interest shall accrue daily and shall be compounded monthly and shall be lawfully due, without any notification to the Purchaser being necessary.

- 7.3.3 If payment is not made within 48 hours of the Seller's notification to the Purchaser to effect such payment, the Seller shall be entitled to terminate the corresponding Purchase Order without the need for notice or legal proceedings. In addition, the Seller may apply to any competent court for the recovery of the Goods, without prejudice to any rights to claim damages with interest. Said termination shall affect all current and unpaid Purchase Order, whether or not the Goods have been delivered and whether or not payment is past due or not.
- 7.3.4 When payment by the Purchaser to the Seller is to be made in several instalments, failure to pay a single instalment shall render the entire amount immediately payable, without any notification to Purchaser being necessary.
- 7.3.5 The Purchaser shall reimburse all of the costs occasioned by the recovery by legal means of the amounts payable by it to the Purchaser, if any.

8. Warranty of the Goods

- 8.1** The Parties agree that the Purchaser shall benefit from the guarantee given by the manufacturer of the Goods who sold such Goods to the Seller, subject to any limitations and restrictions given by the manufacturer.
- 8.2** In case of defective Good or any part thereof, the Seller shall, at its sole option, provide the Purchaser with the replacement of such Good or the reparation of such Good or defective part.
- 8.3** Notwithstanding the foregoing, the Seller shall not be required to replace or repair a defective good if such replacement or reparation is impossible or disproportionate in the view of the Seller.
- 8.4** In order to implement the warranty, the Purchaser must inform the Seller within a maximum of one (1) month by registered letter with acknowledgement of receipt from the time of the discovery of the defect, that the products supplied are not working or/and have broken down. It shall at its expense send the part deemed to be defective, packed in its original packaging.
- 8.5** For the avoidance of doubt, the warranty provided in Clause 8.2 shall not cover apparent defects; fair wear and tear; external accident; incorrect installation; improper use; faulty maintenance; any intervention by any personnel outside of the Seller's personnel or who have not been appointed by the latter or any modification to the Good that was not planned or specified by the manufacturer.

9. Liability and Indemnity

- 9.1** The Purchaser shall indemnify the Seller and its Affiliates against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) (including legal costs on a full indemnity basis incurred by the Seller) brought against, suffered or incurred by the Seller (either at common law or by statute) arising out of or in connection with these Conditions or any Agreement including without prejudice to the generality of the foregoing:
- 9.1.1 any breach of these Conditions or any Agreement by the Purchaser;
- 9.1.2 any death of and injury to any person and loss of or damage to any property which may arise out or in consequence of the Purchaser's, its servants', agents' or sub-contractors' presence or activities at any Delivery Location;
- 9.1.3 any statement, act, omission, fraud, negligence or default whatsoever of the Purchaser or any of its servants, agents or sub-contractors (which the Purchaser agrees it shall be fully and solely liable and responsible for); and
- 9.1.4 any enforcement or attempted enforcement by the Seller of its rights or remedies against the Purchaser.

- 9.2** The Seller shall not be liable to the Purchaser or any third party for any special, punitive, consequential, incidental or exemplary damages (including lost or anticipated revenues or profits relating to the same) arising from any claim relating to these Conditions or any Agreement, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if the Seller is advised of the possibility or likelihood of the same.
- 9.3** In addition, the Seller shall not be liable for any damage to property or the Purchaser and its Affiliates caused by the Goods ordered by the Purchaser after such Goods have been delivered, and whilst in the possession of the Purchaser.
- 9.4** The Seller is only responsible for direct damage caused by a fault in the services provided by the Seller, within the double limit of the loss effectively suffered by the Purchaser due to this fault and the amount of the relevant Purchase Order.

10. Intellectual Property

- 10.1** The Purchaser acknowledges that the manufacturer of the Goods is the owner of all intellectual property rights relating to the Goods and that the Purchaser has no claim to raise neither on the Goods nor on the intellectual property rights.
- 10.2** The Seller does not warrant the validity of the intellectual property rights, in particular in the event of oppositions or legal action (civil or administrative) by third parties.
- 10.3** The purchase of the Goods ordered from the Seller does not confer any intellectual property rights on the Purchaser and obliges the Purchaser to respect any intellectual property rights held by the manufacturer of the Goods. In consideration of which, the Purchaser is guaranteed against any breach of quiet possession due to a third party claim affecting any intellectual property right and with the consequence of a restriction or prohibition of use of the Good supplied.

11. Confidentiality

- 11.1** The Parties undertake to keep strictly confidential any information concerning each of them, whatever it may be, and of which they may become aware during their commercial relationship, whether relating to the Purchase Orders, their commercial policy, their mutual business activities, their strategy or pricing.
- 11.2** They undertake to take every measure required with their staff and consultants in order to maintain this confidentiality.

12. Assignment

- 12.1** Neither Party may assign or transfer its rights or benefits and/or obligations under the terms of any Agreement to any third party without the prior written consent of the other Party, provided that the Seller may assign its rights and benefits under the terms of any Agreement to any of its Affiliates, and in the event of such assignment, the duties and obligations of the Seller under any Agreement may be performed by its assignee in lieu of the Seller.

13. Force Majeure

- 13.1** Neither Party nor any of its Affiliates, agents and licensors shall be liable for damages resulting from 'force majeure', riot, acts of war, epidemics, natural disasters, or other events over which they have no control, (including, without limitation, strikes, lock-outs, traffic disruptions, orders by governmental authorities), or (provided that the relevant Party has implemented and maintained business continuity and disaster recovery systems in accordance with Good Industry Practice) as a consequence of technical problems, for which such Party is not at fault.

13.2 Should the force majeure event last for more than eight (8) consecutive calendar days from the date on which it first occurred, the Seller shall be entitled by written notice to the Purchaser to terminate a Purchase Order. Such termination shall be without prejudice to Purchaser's obligation to pay the Order Price payable.

14. Entire agreement

14.1 These Conditions and the Purchase Orders represent the entire understanding, and constitutes the whole agreement, in relation to the subject matter and supersedes and replaces any prior agreement including negotiations, representations, arrangements, commitments and writing in respect thereof.

14.2 Any document other than the Conditions or the Purchase Orders, such as catalogues, prospectuses, advertisings, notices, shall be solely for information, be indicative and non-contractual.

15. Waiver

15.1 The failure of either Party to insist upon a strict performance of any of the terms or provisions of these Conditions or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment in the future of such term, provision, option, right or remedy. No waiver by either Party of any term or provision thereof shall be deemed to have been made unless expressed in writing and signed by an authorised representative of such Party.

16. Contracts (Rights of Third Parties) Act

16.1 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of these Conditions or any Agreement, save that any of the Seller's Affiliates may enforce and rely on the provisions of Clauses 9.1 and 12.1 to the same extent as if it were a Party.

17. Variation

17.1 The Seller reserves the right to amend these Conditions from time to time provided it gives the Purchaser one month's prior notice.

18. Ethics and Compliance with the Law

18.1 The Purchaser shall acquaint itself and comply with the Seller's Code of Conduct as displayed on the Seller's website (www.acteusgroup.com) as may be updated or modified from time to time.

18.2 The Purchaser agrees to perform its contractual obligations under these Conditions and any Agreement in compliance with the applicable anti-corruption laws, including, and without limitation, the USA Foreign Corrupt Practices Act, the UK Bribery Act, the "Sapin II" act, and the Prevention of Corruption Act (Chapter 241) of Singapore (collectively, the "Anti-Corruption laws").

18.3 The Purchaser also undertakes to comply with the applicable legislation in terms of the protection of personal data and privacy at its own cost.

19. Governing Law and Jurisdiction

19.1 These Conditions (and each Agreement) shall be governed by and construed in accordance with the laws of Singapore.

Any dispute, controversy or disagreement arising out of or relating to these Conditions (or any Agreement), including any question regarding its existence, validity or termination shall be submitted unconditionally to the exclusive jurisdiction of the courts of Singapore.