

General Terms and Conditions of Sale, Delivery and Payment of Blanco APAC Pte Ltd

As of August 2019

1. Scope of applicability

- 1.1. These general terms and conditions of sale, delivery and payment (the "General Ts &Cs") are exclusively binding on and applicable to us (also hereinafter known as "we", being the relevant BLANCO entity that sells the goods and services) and our customers (being the entity that purchases such goods and services from us). The General Ts&Cs are applicable only in business to business transactions and shall not be applicable if goods and services are sold to individual consumers.
- 1.2. All our goods and services are exclusively provided subject to the validity of the General Ts&Cs. The General Ts&Cs override any contrary, different or additional terms (if any) contained or referred to in an order form, other documents or correspondence from the customer. Deviating or supplementary terms and conditions of the customer are not accepted by us unless we have expressly approved their validity in writing. A reference to "parties" shall refer to us and the customer, collectively and a reference to a "party" shall refer to either us or the customer. The term "goods" as used herein shall refer to the goods to be delivered by us to the customer.

2. Bids and orders, conclusion of contracts, subject matter of contracts

- 2.1. Quotations are subject to change without notice and non-binding unless they have been expressly specified as binding. Estimates of costs are not binding.
- 2.2. Written and verbal orders by the customer are deemed to have been accepted upon the provision of a written confirmation of order from us or the supply of the goods ordered. Each order so confirmed from us or the supply of goods from us to the customer shall be upon these General Ts&Cs, and shall constitute an individually legally binding contract between us and the customer. Should customers object to the content of our confirmation of order, then they must make their objections known without delay otherwise the contract will be concluded on the basis of the confirmation of order.

3. Time for delivery and services

- 3.1. The delivery periods are to commence upon the date of the confirmation of order by us, but under no circumstances prior to customers providing the documents, permits and approvals required from them or prior to their compliance with the agreed terms of payment and/or their agreed provision of collateral.
- 3.2. Time for delivery is deemed observed when, by its expiration date, the item to be delivered has left the factory or its readiness to be shipped has been notified to the customer.
- 3.3. If the goods are shipped to the customer, unless specified otherwise by us in writing, delivery shall be made on the basis of FOB (Chinese or German port as named in our written confirmation of order) Incoterms®2010. If the goods are delivered by air carriage, unless specified otherwise by us in writing, delivery shall be made on the basis of FCA (place of delivery as named in our written confirmation of order) Incoterms®2010. For the purposes of these General Ts & Cs, any mention of delivery of the goods shall be in accordance with and with reference to the relevant stated Incoterm.
- 3.4. Customers may withdraw from a contract by reason of a failure to meet the time for delivery only after an additional period for performance or cure has been given, parties have fixed an appropriate final deadline and delivery has not been effected by us within such additional period. If we have performed in part, the customer may not withdraw from the whole contract. Customers may not withdraw from a contract if the customer is solely or predominantly responsible for the circumstance that would entitle him to revoke the contract or if the customer had failed to take delivery of the goods.
- 3.5. Should we default on delivery, we are liable for the damage suffered by the customer due to the delay in the case of wilful intent or gross negligence on our part. For negligence of a minor nature, our liability for the customer's damage caused by delays is restricted to compensation of 0.5 % of the price for each complete week of the delay, limited to a total maximum of 5% of the price of the total delivery of the goods which, by reason of the delay, could not be used serviceably save that if only half or less than half of the goods ordered were delayed in their delivery and could not be used serviceably, the total compensation would be limited to a maximum of 2% of the price of half of the goods ordered and delivered. For the avoidance of doubt, if the customer stores such goods which were delayed in their delivery in the customer's warehouse due to a lack of orders for the goods by the customer's buyers, the customer shall not be entitled to any compensation from us in respect of such goods). Moreover, we are only liable for delay damages caused by simple negligence only as from the date when the appropriate final deadline fixed by our customer expires. Customer shall have no further rights and remedies or compensation payment from us apart from what is set out in this section 3.5 in connection with our default in delivery of the goods.
- 3.6. In the event that we have notified a customer that we are ready and willing to deliver the goods and the customer does not take delivery of the goods within one month of such notification or such other time as specified by us, the customer shall bear our cost of storage of these goods commencing one month (or such other time period specified by us) after the said notification of readiness for delivery. In the event that the goods are stored at our premises, 0.5 % of the invoice amount will be charged for each month of storage. After the expiration of an appropriate period of storage as we determine to be a reasonable period

of time, we shall be entitled to

- (i) deliver such goods to a third party as we deem fit in our absolute discretion and
- (ii) deliver to customer the ordered goods when the customer is ready to take delivery of its ordered goods. In so doing, we shall not be deemed to be in breach of our obligations neither for such an extended delivery period nor for delivery of the customer's ordered goods to third parties.

4. Prices and packing

- 4.1. Prices mentioned in the order confirmation are definitive and binding on the parties. Unless agreed otherwise, our prices for the goods are stated on an ex-works basis. Unless stated otherwise in our quotation and/or written confirmation of order, customer shall bear the costs of packing, freight, insurance, customs or VAT/ goods and services tax.
- 4.2. Packing and other costs for delivery of the goods to customer are as stated in our quotation and/or written confirmation of order.
- 4.3. Notwithstanding that the price of goods quoted to the customer is fixed for more than twelve (12) months, we shall have a right to increase the price of goods when the price for raw materials increases or if labour costs increase, up to a maximum of a 10% price increment, and we shall do so by way of a prior written notification to customer at least 30 days before such price increment.

5. Passing of risk and shipment

- 5.1. The risk of loss or damage to the goods shall pass according to the relevant Incoterm (in accordance with Incoterm © 2010) named in our written confirmation of order.
- 5.2. If we choose the type of despatch, the route or the despatch person, we can only be made liable for the choice concerned in the case of wilful intent or gross negligence on our part.

6. Conditions of payment, set-off and retention

- 6.1. The customer shall make upfront payment for the invoice issued to the customer and we shall only deliver the goods ordered upon such upfront payment. All payment of invoices by the customer shall be made in EURO currency unless we specify a different currency in our written confirmation of order.
- 6.2. In the event of terms of payment deviating from the terms set out in section 6.1 hereof and that we determine in our absolute discretion that the customer may not be credit worthy, we may demand an upfront payment by the customer for the invoice issued to the customer and we shall only deliver the goods ordered upon such upfront payment.
- 6.3. Unless expressly determined otherwise by us, payment shall be made by way of the electronic transfer of funds to our designated bank account. Bills of exchange and cheques are only accepted in payment for invoices on the basis of an express agreement between the parties. Under no circumstances will they be accepted in lieu of payment. Expenses and costs (such as bank charges, internet bank transfer charges and other administrative charges) resulting from the mode of payment shall be borne by the customer.
- 6.4. Customers shall not be entitled to withhold payments due and payable hereunder and customers may not make any set-offs against sums owing by us to customers without our prior written consent.

7. Material defects, defects of title and guarantees

- 7.1. Customers are obliged to examine each delivery of goods upon acceptance or receipt without delay and immediately give written notice of identifiable defects to us. Hidden defects must be reported immediately in writing following their discovery. Otherwise, delivery shall be deemed accepted and free of defects.
- 7.2. Insofar as we are responsible for a defect, we shall, at our absolute discretion, either remedy such defect, deliver a faultless item or reduce the contract price for the defective good provided that
 - (i) we alone had caused the defect
 - (ii) the customer has used the goods in accordance with the accompanying instruction manual
 - (iii) the customer had notified us within the warranty period of twenty-four (24) months from the date of delivery of the goods to the customer, delivery being based on the applicable Incoterm and
 - (iv) the customer had notified us within 7 days from the time that the customer discovered such defect in accordance with our provided format or procedure for notification of defects. For any repaired or replaced goods, the warranty period for such goods shall not be 24 months from the date of delivery of the repaired or replaced goods but shall be the unexpired portion of that period only. In the case of defects caused by customers after the goods are delivered to the customers, customers are not entitled to make any claims hereunder.
- 7.3. In the absence of any explicit agreement to the contrary, any statements or data provided in offers, product descriptions, catalogues, data sheets, drawings or other documents concerning details, dimensions, quantities, colours, application options and other characteristics with particular regard to availability, etc. only include data relevant to the nature, quality and characteristics under warranty of the given goods but do not constitute guarantees.

8. Damages

- 8.1. We assume liability in cases of wilful intent or gross negligence. For negligence of a minor nature, we are only liable in respect of the

violation of essential contractual duties. Essential contractual duties are deemed to be such obligations as protect the customer's legal positions in respect of essential aspects of the contract and as must be met in accordance with the content and purpose of the contract. Moreover, essential duties include such contractual obligations, the fulfilment of which are absolutely necessary for the due execution of the contract and which the customer must be able to rely on and trust in. Even then, compensation is limited to such damage as is typical of the given contract and reasonably foreseeable. Otherwise, compensation claims asserted by the customer in respect of standard negligence, on whatever legal grounds, are ruled out.

- 8.2 The aforementioned limitation of liability, does not apply to claims arising from product liability law, or from injury to life, body or health.
- 8.3 Neither does the limitation of liability apply in the event of those damages for material defects where we have concealed a defect malevolently or guaranteed a certain condition of the item. The limitation rule regarding claims for damage for material defects are subject to section 7.
- 8.4 The provisions concerning liability set out under sections 8.1 to 8.3 above also apply to our agents with particular regard to our subsidiary companies, subcontractors and licensors.
- 8.5 In no circumstances shall we be liable for any consequential, exemplary, indirect, punitive, special or incidental damages or damages for loss of profits (whether these are direct or indirect losses), loss of revenue or economic loss.
- 8.6 Except for the express representations and warranties set out in these General Ts&Cs, we do not make any other implied representations or warranties, in fact or in law. Except as expressly provided herein, all representations, warranties, terms, conditions, undertakings or inducements whether express, implied, statutory or otherwise relating in any way to the goods are hereby excluded to the fullest extent permitted by law.

9. Reservation of title

- 9.1 Until such time as the customer pays in full for the goods under the contract, such goods shall remain our property. The customer shall hold the delivered goods as our fiduciary agent and bailee, and shall keep our delivered goods properly stored, protected, insured and visibly identified as our property. The customer shall, if possible under the applicable laws at the place where the goods are located, register this reservation of title with the respective authorities upon liaising with us.
- 9.2 In the event that there is any payment due from us to the customer, our reservation of title in the goods shall not lapse in any case. The customer is obliged to notify us immediately of any impairment of the goods subject to our retention of title. Any compulsory enforcement measures of third parties in respect of the goods shall be subject to our retention of title in the good, and you shall also provide us with the documents required for the assertion of our rights. The customer is to provide advance notification to any given third party of the rights to which the goods are subject. The costs of legal enforcement are payable by the customer insofar as the enforcing third party is unable to reimburse them.
- 9.3 Customers are, with the proviso of a revocation permissible for cause, entitled to dispose of delivered goods within the proper course of business. In the event of resale, customer hereby assigns any and all claims from reselling to us, particularly pecuniary claims but also other claims in connection with the resale in the amount of the total amount invoiced (including VAT). This applies regardless of whether the delivered goods have been resold without or after processing. Until our revocation permissible for cause, customer is entitled to recover the claims assigned upon trust. We are entitled for cause to inform third-party debtors of an assignment of claims, also in the name of the customer. The customer's authority to recover such claims lapses upon notification of the assignment to the third-party debtor. In the event of a revocation of the authority to recover, we have a right to demand that the customer inform us about all claims assigned including their debtors, make all statements necessary for collection, submit corresponding documents, and inform all debtors about the assignment.
- 9.4 Processing and subsequent treatment of delivered goods through customers are invariably effected on our behalf. We are regarded as producer of the goods without further obligation. Should the delivered goods be processed with items not belonging to us, we acquire co-ownership of the new object in the ratio of the delivered good's value to the value of the other items processed during manufacturing.
- 9.5 Should the delivered good be mixed or blended with other items not belonging to us, we acquire co-ownership of the new object in the ratio of total amount invoiced for the delivery item to the value of the other mixed or blended items at the time of mixing or blending. Should such mixing or blending be effected in a way that the customer's good is regarded as the main part, it is hereby understood and agreed that the customer assigns co-ownership to us on a pro rata basis. Customer holds on trust sole or co-ownership on our behalf.

10. Intellectual Property Rights

- 10.1 We retain our intellectual property rights in respect of the goods and customers do not acquire any intellectual property rights in drawings, catalogues, brochures and software delivered to the customer in relation to the sale of goods hereunder.
- 10.2 If use of the delivered good infringes intellectual property rights of third

parties, we will, at our expense and on the provision that the holder of such intellectual property right agrees, procure for the customer the right to make further use of the delivered goods, or we will modify the delivered goods in a way acceptable to the customer so that it no longer infringes the intellectual property right of such third party. If such is not possible at conditions reasonable from an economic point of view or within a reasonable time period both the customer and us shall have the right to terminate the contract.

- 10.3 The rights of the customer described in section 10.1 above shall be deemed complete and shall only apply if
 - (i) the customer informs us immediately and in writing of any intellectual property rights infringement which have been asserted;
 - (ii) the customer provides adequate support in our defense of the claims asserted and enables us to carry out the modification measures described under section 10.1 hereof;
 - (iii) the infringement is not the result of an instruction given by the customer or if the infringement is not just the result of the customer's combining the delivered goods with products or deliveries outside our scope of delivery; and
 - (iv) if the infringement was not caused by the fact that the customer has on his own authority modified the delivered goods or used it in a manner contrary to the contract or contrary to these General Ts&Cs.
- 10.4 The customer shall indemnify us against any third party claims for infringement of third party's intellectual property rights in cases where the customer has modified the delivered goods or combined the delivered goods with other products and an assertion of infringement of a third party's intellectual property rights arises.

11. Force Majeure

- 11.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 11.2 Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 11.3 If the Force Majeure in question prevails for a continuous period in excess of 90 calendar days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable for the parties. If the event of Force Majeure results in a shortage of goods, we shall have the right to allocate available goods amongst our customers as we deem equitable in our absolute discretion. Notwithstanding section 3.4 above, customer may not withdraw from a contract in the event of a Force Majeure event affecting us and where we have a delay in the performance of our obligations or are unable to perform our obligations hereunder.
- 11.4 For the purposes of these General Ts&Cs, the term "Force Majeure" shall mean, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action, sabotage, lighting strike, implosion, explosion or escape of dangerous gases, shortage of raw materials required for production of the goods, terrorism, natural disasters and measures taken by the regulatory government authority such as the imposition of import or export, or delivery or production bans).

12. Jurisdiction

- 12.1 Any dispute arising out of or in connection with these General Ts & Cs, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

13. Applicable law and Others

- 13.1 These General Ts&Cs and the contracts for the goods entered into between us hereunder shall be governed by the laws of Singapore. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded and shall not apply to these General Ts&Cs and any contracts we enter into with the customer.
- 13.2 Should any of the provisions be or become invalid or void the validity of the remaining provisions shall remain unaffected thereof. In such case the invalid or void provision shall be interpreted or substituted by such provision which comes closest to the intended economic objective of the invalid or void provision.
- 13.3 The customer shall comply with applicable export control laws. The customer shall not export or distribute the delivered goods to countries which are restricted countries under applicable export control laws or to persons or companies who are on the relevant international terrorists list or similar lists such as the Specifically Designated Nationals (SDN) List in the United States of America.
- 13.4 The customer shall not assign, transfer or novate any of its rights and obligations hereunder without our prior written consent. We shall be entitled to assign, transfer or novate any of our rights and obligations hereunder.