

LINGJACK DECK MACHINERY PTE LTD

SALES - TERMS & CONDITIONS

Version [1.0] | Effective [01/01/2019]

1. DEFINITIONS AND APPLICATION

- 1.1 In these Terms, "Seller" means Lingjack Deck Machinery Pte Ltd; "Buyer" means the person, firm or company that accepts the Seller's quotation or places an order with the Seller; "Goods" means the equipment, spare parts, materials and other items to be supplied by the Seller; "Services" means any installation, commissioning, repair, servicing, testing or other work to be performed by the Seller; and "Contract" means the contract for the sale of Goods and/or Services formed in accordance with clause 2.
- 1.2 These Terms apply to every quotation, order acknowledgement, sale and supply of Goods and/or Services by the Seller and prevail over any terms or conditions in the Buyer's purchase order, correspondence or other documents, which are hereby rejected unless expressly accepted in writing and signed by an authorised representative of the Seller. No variation of these Terms is binding on the Seller unless made in writing and signed by the Seller.

2. QUOTATIONS AND FORMATION OF CONTRACT

- 2.1 A quotation issued by the Seller is an invitation to treat and remains valid for [14] days from its date unless otherwise stated in the quotation. A Contract is formed only when the Seller issues a written order acknowledgement or order confirmation, or commences performance, whichever is earlier.
- 2.2 The Buyer is responsible for ensuring that its order and any specifications, drawings or particulars it supplies are complete and accurate. The Seller is not liable for any error, omission or ambiguity in information supplied by the Buyer, and any resulting additional cost shall be borne by the Buyer.
- 2.3 Descriptions, weights, dimensions, capacities, drawings, catalogues and performance figures given by the Seller are approximate and are for general guidance only, unless expressly stated in the Contract to be binding.

3. PRICES

- 3.1 Prices are as stated in the Seller's quotation or order acknowledgement and are in the currency stated therein. Unless otherwise stated, prices are [Ex-Works the Seller's premises at Singapore (Incoterms 2020)] and exclude packing for export, freight, insurance, customs duties, taxes, levies, inspection or certification fees, all of which shall be borne by the Buyer.
- 3.2 Prices exclude Goods and Services Tax (GST) and any other applicable tax, which shall be added at the prevailing rate and paid by the Buyer.

4. PAYMENT (CASH TERMS)

- 4.1 Unless otherwise agreed in writing by the Seller, all sales are on cash terms. Payment in full is due [before delivery / upon collection or delivery of the Goods / upon completion of the Services] without deduction, set-off, counterclaim or withholding of any kind.
- 4.2 For orders involving custom-engineered or made-to-order Goods, the Seller may require a deposit of [30]% of the Contract price upon acceptance of the order, which is non-refundable once procurement or manufacture has commenced, with the balance payable in accordance with clause 4.1.
- 4.3 Time for payment is of the essence. If the Buyer fails to pay any sum by its due date, the Seller may, without prejudice to its other rights: (a) charge interest on the overdue amount at [5]% per annum above the prevailing prime lending rate of a bank in Singapore, from the due date until payment in full; (b) suspend or withhold further deliveries or performance under this or any other contract with the Buyer; and (c) recover all costs of collection, including legal fees on an indemnity basis.
- 4.4 Payment shall be made in the currency stated in the invoice by telegraphic transfer or such other method as the Seller may accept. The Buyer bears all bank charges and withholding taxes, and shall pay such additional amounts as are necessary for the Seller to receive the full invoiced sum.

5. DELIVERY

- 5.1 Delivery dates are estimates only and are given in good faith based on the Seller's then-current information. Time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery or performance, or for any loss or damage resulting from delay, save as expressly provided in the Contract.
- 5.2 The Seller may deliver the Goods in instalments, each of which shall be treated as a separate delivery and may be invoiced separately. Delay in or defect in any instalment does not entitle the Buyer to cancel the Contract as a whole.
- 5.3 The Buyer shall ensure that the delivery site, vessel or facility is accessible and ready, and shall provide all information, permits, approvals and assistance reasonably required for delivery and for any Services. If the Buyer fails to take delivery or delays delivery or performance, the Seller may store the Goods at the Buyer's risk and

expense, and charge reasonable storage and handling fees, and the Goods shall be deemed delivered on the date the Seller notified them as ready.

- 5.4 Where the Buyer's failure to collect or accept delivery continues for more than [14] days, the Seller may resell or otherwise dispose of the Goods and recover from the Buyer any shortfall and all costs incurred.

6. PACKING, SHIPMENT, RISK AND TITLE

- 6.1 Goods will be packed in accordance with the Seller's standard commercial practice. Special packing or crating (including export or offshore packing) will be charged to the Buyer if requested.
- 6.2 Risk of loss or damage to the Goods passes to the Buyer on delivery in accordance with the agreed delivery term or, where none is stated, on the Goods being made available for collection at the Seller's premises. The Buyer shall insure the Goods from that time.
- 6.3 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full for the Goods and all other sums due from the Buyer to the Seller. Until then, the Buyer shall hold the Goods as bailee, keep them separate, identifiable and insured, and shall not sell, pledge or encumber them save in the ordinary course of business, and the Seller may enter the Buyer's premises or vessel to inspect and recover the Goods.

7. INSPECTION AND ACCEPTANCE

- 7.1 The Buyer shall inspect the Goods on delivery and shall notify the Seller in writing of any visible defect, damage or non-conformity with the Contract within [7] days of delivery, giving full particulars. Failing such notice, the Goods shall be deemed accepted and the Buyer shall have no right to reject them.
- 7.2 Where the Contract provides for factory acceptance testing or witnessed inspection, the Buyer shall give the Seller reasonable notice of its attendance. If the Buyer fails to attend at the appointed time, the Seller may proceed with the test in the Buyer's absence and the results shall be binding.
- 7.3 Payment of any invoice, use of the Goods, or the passage of [30] days after delivery without written notice of rejection shall be conclusive evidence of acceptance.

8. WARRANTY

- 8.1 Subject to this clause, the Seller warrants that the Goods manufactured or supplied by it will, at the time of delivery, be free from defects in materials and workmanship and will substantially conform to the Seller's written specification agreed in the Contract.
- 8.2 The warranty period is twelve (12) months from the date of delivery or eighteen (18) months from factory acceptance test, whichever expires first, unless otherwise stated in the Contract. Services are warranted for [three (3)] months from completion.
- 8.3 If a valid warranty claim is notified in writing within the warranty period, the Seller shall, at its option and at its cost, repair or replace the defective Goods or the defective part, or refund the price paid for it. This is the Buyer's sole and exclusive remedy for defective Goods. The Seller shall have a reasonable time to remedy the defect, and access to the Goods for that purpose. Costs of removal, reinstallation, transport, vessel or rig downtime, mobilisation and attendance offshore are not covered unless agreed in writing.
- 8.4 The warranty does not apply to defects or damage arising from: fair wear and tear; consumables; improper storage, installation, operation or maintenance contrary to the Seller's instructions; overloading or use outside rated capacity or specification; corrosion or ingress caused by the marine or offshore environment beyond normal design allowance; unauthorised repair, modification or use of non-genuine spare parts; accident, negligence or misuse; or Buyer-supplied designs, materials or specifications.
- 8.5 The Buyer's failure to pay any sum when due suspends the warranty until payment is made.
- 8.6 To the fullest extent permitted by law, all other warranties, conditions and terms, whether express or implied by statute, common law, custom or otherwise (including as to satisfactory quality, merchantability and fitness for purpose), are excluded.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot lawfully be limited or excluded.
- 9.2 Subject to clause 9.1, the Seller shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of revenue, loss of use, loss of charter hire or contract, vessel or rig downtime, demurrage, loss of goodwill, or for any indirect, special or consequential loss or damage arising out of or in connection with the Contract.
- 9.3 Subject to clause 9.1, the Seller's total aggregate liability arising out of or in connection with the Contract shall not exceed the price paid to the Seller for the specific Goods or Services giving rise to the claim.
- 9.4 The Buyer shall indemnify the Seller against all claims, losses and liabilities arising from third-party claims relating to the Buyer's specifications, its use of the Goods contrary to the Seller's instructions, or its failure to comply with clause 19.

10. CHANGES AND CANCELLATION

- 10.1 The Buyer may request a change to the Goods, specifications, drawings, quantity, delivery date or place of delivery only in writing. No change is binding on the Seller until the Seller has agreed it in writing, including any resulting adjustment to price, delivery schedule and other terms.
- 10.2 The Buyer may not cancel or suspend a Contract without the Seller's written consent. Where the Seller consents, the Buyer shall pay for all Goods completed, work in progress, materials and components ordered or committed, and all other costs and losses incurred by the Seller up to the date of cancellation, together with a reasonable allowance for overheads and profit. Special-order, made-to-order and non-stock items are non-cancellable and non-returnable.
- 10.3 If the Seller is required to suspend work due to the Buyer's failure to provide information, approvals, access or payment, the Seller shall be entitled to an extension of time and to recover its additional costs.

11. TERMINATION AND DEFAULT

- 11.1 The Seller may, without prejudice to its other rights, terminate the Contract or suspend performance immediately by written notice if: (a) the Buyer fails to pay any sum when due; (b) the Buyer commits a material breach of the Contract which, if remediable, is not remedied within [14] days of notice; (c) the Buyer is subject to any event in clause 18; or (d) continued performance would breach any law, sanction or export control requirement.
- 11.2 On termination, all sums owed by the Buyer become immediately due and payable, and the Buyer shall pay for all Goods delivered and Services performed and for all costs and commitments incurred by the Seller in respect of undelivered Goods.
- 11.3 Termination or expiry does not affect any accrued rights or remedies or any provision intended to survive, including clauses 4, 6, 8, 9, 12, 14 and 21.
- 11.4 No failure or delay by the Seller in exercising any right or remedy operates as a waiver. The Seller's rights and remedies are cumulative and are in addition to those provided by law.

12. INTELLECTUAL PROPERTY

- 12.1 All intellectual property rights in the Goods, drawings, designs, specifications, software, manuals, know-how and other materials prepared or supplied by the Seller remain the property of the Seller (or its licensors). The Buyer receives a non-exclusive, non-transferable right to use the Goods and related documents solely for the Buyer's own use of the Goods. The Buyer shall not copy, reverse-engineer, or disclose them to any third party without the Seller's written consent.
- 12.2 Where the Goods are made to the Buyer's design or specification, the Buyer warrants that the design and specification do not infringe any third party's rights and shall indemnify the Seller against all claims, costs and losses arising from any such infringement.
- 12.3 Subject to clause 9 and to the Buyer's prompt notice and cooperation, the Seller shall defend the Buyer against any third-party claim that the Goods, as supplied by the Seller and used in accordance with the Contract, infringe a patent or copyright in Singapore. The Seller shall have no liability where the claim arises from Buyer-supplied designs, modifications or combination with other items.

13. SUBCONTRACTING

The Seller may subcontract any part of the manufacture, supply, installation or performance of the Contract to third parties, and may source components and materials from suppliers of its choice, provided that the Seller remains responsible for the performance of the Contract.

14. CONFIDENTIALITY

Each party shall keep confidential all technical, commercial and pricing information of the other received in connection with the Contract, shall use it only to perform or use the Goods under the Contract, and shall not disclose it to any third party except to its employees, advisers and subcontractors who need to know it, or as required by law. This obligation does not apply to information that is or becomes public other than through breach, or that was lawfully known to the recipient. The Seller's quotations, drawings and specifications shall remain its property and shall be returned on request.

15. ASSIGNMENT

The Buyer shall not assign, transfer or otherwise deal with any of its rights or obligations under the Contract without the Seller's prior written consent. The Seller may assign or transfer its rights and obligations to any affiliate or successor to its business on written notice to the Buyer.

16. BUYER'S PROPERTY AND SITE CONDITIONS

- 16.1 Any equipment, materials or documents supplied by the Buyer to the Seller for repair, servicing, incorporation or testing ("Buyer's Property") shall be held at the Buyer's risk, and the Seller shall exercise reasonable care of it while in the Seller's possession. The Seller shall have no liability for pre-existing defects or concealed damage, or for the condition of Buyer's Property, and may exercise a lien over it until all sums due to the Seller are paid. Buyer's Property not collected within [30] days of notice of completion may be stored at the Buyer's cost or disposed of after written notice.

- 16.2 For Services carried out at the Buyer's premises, on board a vessel or at an offshore installation, the Buyer shall provide safe access, a safe working environment, utilities, lifting facilities, permits, and all necessary safety induction and information, and shall be responsible for the safety of its site. Any delay or standby time caused by weather, site conditions or the Buyer shall be chargeable at the Seller's prevailing rates.

17. FORCE MAJEURE

The Seller shall not be liable for any delay or failure in performing its obligations caused by events beyond its reasonable control, including acts of God, fire, flood, storm, epidemic or pandemic, war, terrorism, civil unrest, government action, sanctions, port closures, strikes or lock-outs, shortages of materials or components, transport or supplier delays, and failure of utilities. The Seller may extend the delivery time by the duration of such event or, if it continues for more than [90] days, either party may terminate the Contract as to the undelivered Goods by written notice, and the Buyer shall pay for Goods delivered and work performed and costs incurred to that date.

18. INSOLVENCY

If the Buyer becomes insolvent, enters into any arrangement or composition with its creditors, has a receiver, judicial manager, liquidator or similar officer appointed over it or its assets, is wound up, or ceases or threatens to cease business, or if the Seller reasonably believes any of these events is likely, the Seller may suspend performance, require payment in advance, or terminate any Contract by written notice, and all sums owed by the Buyer shall become immediately payable.

19. COMPLIANCE, EXPORT CONTROL AND ETHICS

- 19.1 Each party shall comply with all applicable laws and regulations, including those relating to anti-bribery and anti-corruption, human and labour rights, health, safety and environment. The Buyer shall not offer or accept any improper payment or advantage in connection with the Contract.
- 19.2 The Buyer shall comply with all applicable export control, trade sanctions and customs laws (including those of Singapore, the United States, the European Union and the United Nations) and shall not, without the necessary licences, re-export or transfer the Goods to any restricted country, entity or end-use. The Seller may refuse or suspend performance, without liability, if it considers that performance may breach any such law.
- 19.3 The Seller's obligation to deliver is subject to its obtaining any export or import licence or permit required for the Goods. The Buyer is responsible for obtaining all import licences, permits and certificates required at the destination, and for any classification-society, statutory or flag-state approvals unless expressly agreed in writing.

20. NOTICES AND ENTIRE AGREEMENT

- 20.1 Any notice under the Contract shall be in writing and delivered by hand, registered post or email to the address of the other party stated in the Contract or last notified in writing. A notice is deemed received on delivery by hand, on the [third] business day after posting, or on the next business day after sending by email.
- 20.2 The Contract, comprising the Seller's quotation or order acknowledgement and these Terms, constitutes the entire agreement between the parties in relation to its subject matter, and supersedes all prior representations, negotiations and understandings. The Buyer acknowledges that it has not relied on any statement not expressly set out in the Contract. If any provision is held invalid or unenforceable, the remainder shall remain in full force. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

21. GOVERNING LAW AND DISPUTES

- 21.1 The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 21.2 [Option A: The parties submit to the exclusive jurisdiction of the courts of the Republic of Singapore.] [Option B: Any dispute shall be finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (SIAC) by a sole arbitrator, and the language of the arbitration shall be English.]