

# General Terms and Conditions of Purchase

## ProMinent Fluid Controls (FE) Pte Ltd

### 1 Scope of application

- 1.1 These Terms and Conditions of Purchase ("Contract") shall apply to the sale and purchase of products and/or materials ("Goods") by the supplier under this Contract ("Supplier") and ProMinent Fluid Controls (FE) Pte Ltd ("Ordering Party") and the legal relations between the parties. Supplier and Ordering Party shall be referred to individually or collectively as "Party" and "Parties". This Contract shall also apply if the Ordering Party accepts the delivery of the Goods from Supplier without any reservations despite Ordering Party being aware of terms and conditions that are conflicting or differing from this Contract.
- 1.2 No modifications, amendments and/or supplementary information to this Contract by Supplier shall be binding on Ordering Party and shall only take effect if they have been agreed in writing by Ordering Party.
- 1.3 This Contract shall also apply for all future business dealings with the Supplier.
- 1.4 This Contract, together with such amendments agreed by Ordering Party, constitutes the entire agreement of the Parties with respect to the subject matter and supersedes and excludes all prior discussions whether in the order or in any course of dealing established between both Parties (oral, written or otherwise) except as specially agreed by Ordering Party in writing in accordance with this clause. In the event of inconsistency between this Contract and the provisions of any order, the provisions of this Contract shall prevail unless otherwise agreed in writing by Ordering Party.

### 2 Order

- 2.1 Each order shall be issued in written or electronic order form of Ordering Party. No verbal communications shall be construed to mean a commitment to purchase. Ordering Party reserves the right to purchase the Goods and similar products from any other party.
- 2.2 Each order issued by Ordering Party under this Contract shall constitute a valid offer effective upon Supplier's receipt of such order whether by mail, electronically or otherwise.
- 2.3 Each order shall specify the type and quantity of Goods to be purchased, specifications, delivery instructions, delivery dates, packaging specifications and any other requirements, including but not limiting to a delivery lead time which shall be allowed between the desired delivery date and Supplier's receipt of the order.
- 2.4 Supplier shall confirm its acceptance or rejection of the order in writing promptly upon receipt, provided that Supplier may reject an order only if such order is not issued in accordance with this Contract. If Supplier fails to accept or reject the order within **two (2) weeks**, Ordering Party shall be entitled to cancel the order (in whole or in part) and shall cease to be bound by it without liability to Supplier in accordance with this Contract.
- 2.5 Ordering Party may cancel or modify (including but not limited to changing the quantity or construction and design of the Goods) all or part of any order issued to Supplier by issuing a cancellation or revised order in writing to Supplier prior to delivery. Ordering Party's liability to Supplier for any cancellation (other than a cancellation pursuant to clauses 2.4 or 3.3 above) shall be limited to reasonable non-recoverable out-of-pocket expenses incurred by Supplier as a result of such cancellation. In the event that any modification causes an increase or decrease in the cost or delivery time required for the Goods, an equitable adjustment to the order shall be mutually agreed between the Parties in writing.
- 2.6 Ordering Party shall be exclusively entitled to any tendering documents, including but not limited to drawings, specifications, calculations and images in connection with the sale and purchase of the Goods. These shall not be made accessible to any third parties without Ordering Party's prior written approval.
- 2.7 Prior to accepting an order offer from Ordering Party, Supplier shall be obligated to notify

Ordering Party of any possible defects to the Goods ordered whether arising from or in connection to the adherence of any technical, scientific or state-of-the-art processes, or provisions on environmental protection, or the technical suitability of the Goods based on the specifications, requirements and information provided by Ordering Party in the relevant order. Supplier shall also be obligated to notify the Ordering Party if the Goods or services (in whole or in part) listed in the order are incomplete or insufficient to satisfy the contractually agreed use and purpose of the Goods and services for Ordering Party.

- 2.8 All orders are personal to Supplier and shall not be assigned, sub-contracted or transferred to any other person without the prior written approval of Ordering Party. Any purported assignment without such approval shall be null and void.
- 2.9 Notwithstanding anything to the contrary in this Contract, Ordering Party shall have the right to assign and transfer any rights and obligations of any order to its related corporations without any further consent by Supplier, provided that such related corporations of Ordering Party assume all obligations relating thereto.

### 3 Delivery dates and terms of delivery

- 3.1 The date, place and terms of delivery shall be binding on Supplier and must be adhered to. Time is of the essence with respect to delivery of the Goods. Delivery shall take place upon the receipt of the Goods by Ordering Party at the delivery address specified by Ordering Party. If the Parties did not agree upon a specific date for delivery, then Supplier shall be required to make the Goods available to Ordering Party as soon as is reasonably possible. If the Parties did not agree upon a specific place for delivery, then delivery shall be made to Ordering Party's premises, and the time of delivery shall be judged accordingly in accordance with the order and Contract.
- 3.2 Supplier shall notify Ordering Party immediately by way of a delivery note in writing if it becomes aware that the agreed date, place and/or terms of delivery are unlikely or impossible to be complied with. The Supplier shall use best efforts, at its own expense, to ensure that the agreed delivery date, place and terms are complied with.
- 3.3 Late delivery shall give Ordering Party the right to cancel the order, in which case Ordering Party will not be liable for the cost of any work or Goods undertaken in connection with the cancelled order.
- 3.4 Supplier shall also be obliged to compensate Ordering Party any costs, expenses, losses and damages as a result of the delay. Ordering Party shall be entitled to demand a lump sum for damages for delay at **0.3%** of the total value of the relevant order for every working day Supplier remains late and shall remain payable until all the Goods have been delivered to Ordering Party in accordance with the relevant order and this Contract, but subject always to a cap of not more than **5%** of the total value of the relevant order. Ordering Party shall be entitled to provide evidence of higher damages suffered, to withdraw from the Contract, or to demand compensation for non-performance, in accordance with this Contract.
- 3.5 Accepting the delayed delivery of Goods by Ordering Party without reservations shall not waive or prejudice Ordering Party's right to the mentioned claims under this clause 3.

### 4 Packaging, shipping and assembly

- 4.1 All packaging material shall be specified by Supplier in agreement with Ordering Party and Supplier shall procure and pay for such packaging material at its sole cost and expense. If not specified or agreed otherwise in writing, the Goods shall be packaged appropriately with environmentally friendly and recyclable material and in accordance with any and all applicable laws and regulations. If requested by Ordering Party, Supplier shall take back any packaging from Ordering Party at Supplier's own expense. In

so far as packaging is re-used by Supplier, any and all indication on the packaging as to the Goods and to Ordering Party's name must be entirely removed at Supplier's own expense.

- 4.2 Unless agreed otherwise in writing, all deliveries of Goods shall be effected DDP by the delivery address (INCOTERMS 2010) set forth in the applicable order.
- 4.3 Unless agreed otherwise in writing, the delivery of any and all Goods (in whole or in part) shall be free.
- 4.4 All order details and terms of delivery shall be specified in the relevant shipping papers, and the Goods shall be shipped in accordance with reasonable shipping instructions as may be provided to Supplier by Ordering Party.

### 5 Title and risk

- 5.1 Supplier has good title to all Goods supplied to Ordering Party pursuant to this Contract and the relevant order and passes such title to Ordering Party free of any security interests, liens, or other encumbrances.
- 5.2 The risk of the Goods shall transfer and pass from Supplier to Ordering Party when the Goods are delivered to the agreed place of delivery or on such other terms mutually agreed between the Parties in writing, as the case may be.
- 5.3 In the case of machines and technical equipment, at no additional cost to Ordering Party, the risk shall transfer to Ordering Party only after inspection and functional testing has been undertaken to the reasonable satisfaction of Ordering Party.
- 5.4 Supplier shall at its own cost, take out all necessary insurance policies with an insurance company with good standing, rating and repute to insure the Goods until risk passes to Ordering Party. On request, Supplier shall provide Ordering Party copies or certificates of such insurance as evidence of its compliance with this clause 5.

### 6 Inspection and notice of defects

- 6.1 Ordering Party shall examine the Goods immediately following delivery and shall notify Supplier in writing of any loss, damage in transit, deviations in quantity or defects in the Goods immediately or as soon as reasonably practicable in the course of proper business.
- 6.2 Supplier shall waive any and all objection to any delayed notice issued by Ordering Party from examination of the Goods pursuant to clause 6.1 above and shall not be relieved and discharged from any and all liability in respect thereof.

### 7 Quality and documentation

- 7.1 Supplier shall comply with any and all technical and scientific specifications, the latest state-of-the-art processes, recognised standards of good practice, and any and all applicable laws and regulations. Supplier shall ensure that the Goods shall be of the quantity and quality specified in the relevant order and in this Contract (particularly clause 9). Any changes to the production of the Goods (including processes and/or analytical methods) shall require prior written approval from Ordering Party. Ordering Party shall be entitled to reject the Goods (in whole or in part) which are not in accordance with this clause 7, nor limit Ordering Party's rights to reject other non-conforming Goods. Supplier will not be paid for Goods that cannot be used.
- 7.2 Specifications of Ordering Party regarding technical data or test procedures, inspection or payment by Ordering Party shall not release Supplier from its obligations to deliver the Goods free from defects, in the state agreed in this Contract and the relevant order as well as functioning properly.
- 7.3 Without prejudice to any other provision in this Contract, Ordering Party shall not be deemed to have finally accepted any Goods, even after payment of the relevant invoice, until Ordering Party has had a reasonable time, at least **thirty (30) working days**, to inspect the Goods following delivery or during or use of the Good in the case of latent defect(s).

# General Terms and Conditions of Purchase

## ProMinent Fluid Controls (FE) Pte Ltd

- 7.4 Supplier shall immediately after production of the Goods perform quality testing and during the course of business with Ordering Party regularly check the quality of the Goods and, if applicable, shall inform Ordering Party of any possible improvements to its quality.
- 7.5 The type and extent of the quality tests shall be agreed upon between the Parties. Ordering Party may, at any time, request that Supplier complies with internationally and/or locally recognised industry-standards, good practices and product-specific testing methods.
- 7.6 Unless otherwise required by local applicable laws and regulations, Supplier shall keep all test documents for at least **ten (10) years** and shall present these to Ordering Party upon request.
- 7.7 Supplier shall take out all necessary product liability insurance with sufficient coverage for the purposes of this Contract.

### 8 Invoicing and payments

- 8.1 Two copies of every invoice specifying the price of the Goods, description of Goods, part number (if any), order number, order date, date of shipment/delivery shall always be sent to Ordering Party.
- 8.2 The price of the Goods shall be inclusive of (a) any applicable value added ("**VAT**") or goods and services tax ("**GST**") (which shall be payable by Ordering Party subject to receipt of a VAT or GST invoice); and (b) all charges for packaging, labelling, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imports or levies other than VAT or GST.
- 8.3 No increase in the price may be made whether on account of increased costs of materials, labour or transport, exchange rate fluctuations or otherwise, without the prior written approval of Ordering Party.
- 8.4 Ordering Party shall pay all undisputed amounts due within **thirty (30) days**, unless there are documentation errors, in which case the payment will be delayed until the error is correct by Supplier.
- 8.5 Ordering Party may set off any amount Suppliers owes Ordering Party against amount payable under any order with Supplier pursuant to this Contract.
- 8.6 Supplier shall be solely responsible for the timely payment of all VAT, GST or such other taxes (as the case may be) to the applicable government authority and shall hold Ordering Party harmless against any penalties, interests and/or additional taxes that may be levied or assessed as a result of the failure or delay of Supplier to pay any such taxes.

### 9 Warranty

- 9.1 Supplier warrants that the Goods: (a) are of merchantable quality; (b) are free from any and all defects (including latent defects); (c) are fit and suitable for the use and any purpose held out by Supplier or made known to Supplier in writing by Ordering Party; (d) conform to the required specifications and of industry standards, and (e) are free from non-process related impurities, defects in design, material and workmanship.
- 9.2 The Supplier also warrants to and shall cause its directors, officers, employees, agents or subcontractor to fully observe and comply to (a) conveying good title and no third party has any legal or equitable right or lien to deprive Ordering Party (in whole or in part) of the Goods pursuant to clause 5; (b) the manufacturing, packaging, labelling, handling, storing and shipping or the Goods pursuant to clause 13, (c) the Goods or the use thereof which shall not violate any intellectual property rights of any third parties pursuant to clause 15; (d) any and all applicable anti-money laundering and countering the financing of terrorism laws and regulations; (e) not to take any action in furtherance of any offer, payment, promise to pay, or authorise or approve of any payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or

employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage, and (f) any and all applicable anti-corruption laws and regulations.

### 10 Scope of the warranty

- 10.1 The Supplier shall promptly rework, remedy or replace defects, or rectify any breach of the warranties in this Contract, at its sole expense. Such costs include but are not limited to materials, supplies, packaging, transportation, delivery, installation, assembly, dismantling and return of replacement Goods and non-conforming Goods (as the case may be).
- 10.2 Should defects with the same cause of fault frequently occurring (serial defects), Supplier shall promptly undertake to provide faultless parts for the series/batch of Goods, including any remedy and rectifications and subsequent delivery in accordance with clause 10.1 at the shortest possible notice. Supplier shall be liable for any damage control measures, especially for a pre-emptive exchange of Goods (in whole or parts thereof) if the required exchange is due to defects of the Goods manufactured and/or delivered by Supplier. In this case, the Supplier- shall bear all costs and expenses, including the costs for Goods recall in accordance with clause 10.1.
- 10.3 The warranty period of the Goods shall be **thirty-six (36) months** after passing of the risk of the Goods or replacement Goods (as the case may be) from Supplier to Ordering Party unless agreed otherwise in writing between the Parties.

### 11 Limitation of liability and indemnity

- 11.1 Ordering Party shall not be liable to Supplier for indirect, incidental or consequential damages (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity) arising out of any of the terms or conditions of this Contract or with respect to its performance hereunder. Notwithstanding the foregoing, nothing herein shall limit or exclude any damages or claims to the extent: (i) arising out of a breach of the non-disclosure and non-use obligations under this Contract, (ii) arising out of Supplier's obligations hereunder to indemnify Ordering Party for third party claims, (iii) made for bodily injury or death or damage to real or personal property, or (iv) resulting from Supplier's gross negligence or willful misconduct.
- 11.2 Supplier shall indemnify and hold harmless Ordering Party, its employees, officers, successors and assigns, agents and customers from and against any and all actions, suits, administrative proceedings, claims, demands, losses, damages and costs and expenses of whatever nature including, without limitation, all attorney's fees, or any loss of or damage to property, which may arise from or in connection with (a) breach of any warranty given by Supplier in relation to the Goods under this Contract (including supply of non-conforming or defective Goods); (b) any negligence, misconduct, act or omission, including delay, by Supplier or its employees, agents or sub-contractors providing any and all Goods ordered by Ordering Party; (c) claims made by employees or representative of Supplier or its subcontractors whether or not based on employment contract, or any laws prohibiting discrimination in employment, or under worker's compensation or similar laws; and (d) all claims made against Ordering Party for loss, damage or expense sustained by its agents, customers or third parties to the extent that this arose from the supply of the Goods by Supplier.

### 12 Export control

- 12.1 Supplier shall meet and comply with any and all applicable laws and regulations on export, customs and foreign trade. Supplier shall be responsible at its own expense to obtain all

necessary licences and permits for the manufacturing, packaging, labelling, handling, storing and shipping or the Goods, and the performance of its obligations under this Contract.

- 12.2 Should the Goods and associated documentation for the export or re-export be required from Ordering Party, Supplier shall be obligated to provide such documentation to classify the Goods that are to be exported in accordance with any and all applicable laws and regulations and, where required, to reasonably support Ordering Party in the process of obtaining the necessary export licences and permits for the Goods. Prior to exporting any Goods (in whole or in part), Supplier shall hand over all necessary and required supporting documents (e.g. certificate of origin) to Ordering Party to obtain custom clearance and other benefits for the purpose of this Contract.
- 12.3 Furthermore, Supplier shall undertake to inform Ordering Party in writing the component parts, group of components, devices, equipment or documents in connection with any Goods that are subject to any relevant trade, export or re-export restrictions pursuant to any and all international or local applicable laws or regulations.
- 12.4 Should Supplier become aware of any other applicable foreign trade regulations in the process of or after executing the order issued by Ordering Party, it shall immediately notify Ordering Party thereof in writing.
- 12.5 If the export licence is not granted, extended or is withdrawn due to reasons for which Supplier is responsible, Ordering Party shall be entitled to cancel the delivery contract for cause.

### 13 Compliance with laws and environmental regulations

- 13.1 Supplier warrants to fully observe and comply with all applicable local laws, regulations and order relating to the production, handling, storage, sale and supply of the Goods, including but not limited to data protection, environmental protection, industrial and transport, health and safety, and accident prevention. If the Goods are classified as hazardous, a full description of the Goods (in English and in the official language of the country from which the Goods are purchased) must appear clearly and legibly on the outside of every packaged Goods. Such Goods may only be clearly marked, stored, handled and transported by Supplier in the required form and means according to their hazard classification (e.g. by adopting the Globally Harmonised System of Classification and Labelling of Chemicals - GHS). Supplier shall ensure that the Goods are at all times labelled as required by any applicable local laws or regulations.
- 13.2 Without limitation to the generality of the foregoing, Supplier shall ensure that its deliveries correspond to the stipulations specified in the respectively applicable version of Regulation (EC) No. 1907/2006 concerning the regulation, evaluation, authorisation and restriction of chemicals (REACH). The substances contained in the Supplier's Goods shall, if required according to the stipulations in the REACH Regulation, be pre-registered and/or registered after expiry of the transition period, provided the corresponding substance is not excluded from the registration. Supplier shall provide safety data sheets in accordance with the REACH Regulation and/or the information required according to Art. 32 of the REACH Regulation. On request, Supplier shall also provide the information required in accordance with Art. 33 of the REACH Regulation. In the event that Supplier breaches the aforementioned- obligations, Ordering Party shall, at any time, be entitled to immediately cancel the order and to reject acceptance of the respective delivery without any additional cost to Ordering Party. Furthermore, if Supplier culpably breaches the REACH Regulation, it shall be obligated to compensate Ordering Party for all damages and expenditures- resulting from said breach.

# General Terms and Conditions of Purchase

## ProMinent Fluid Controls (FE) Pte Ltd

13.3 Supplier shall also guarantee compliance with all environmental regulations according to German and European law, including Guideline 2002/95/EC and/or 2011/65/EU (RoHS Guideline), provided that these are relevant for the quality of the products delivered to Ordering Party. Supplier shall compensate Ordering Party for all damages and expenditures (including costs associated with the assertion of rights) that are related to Supplier breaching the aforementioned environmental regulations.

### 14 Force Majeure

14.1 Neither Party shall be liable for any inability to comply with the provisions of this Contract due to causes beyond its reasonable control and without the fault and negligence of such Party. Such causes shall include, but are not restricted to, Acts of God, explosions, fire other than by arson, flood, earthquake, war, riots, strike, boycott, acts of persons engaged in subversive activity, epidemic, quarantine, labour disputes, acts of government or state or political subdivisions or regulatory agencies thereof or court having jurisdiction over either Party.

14.2 The Party whose performance is affected by such cause shall promptly notify the other Party of such impossibility of performance and take reasonable steps to remedy it as soon as possible, if such non-performance continues in effect for more than **fourteen (14) days**, the Parties shall enter into good faith discussions with a view to alleviating the effects of the force majeure event or to agreeing upon alternative arrangements as may be fair and reasonable to both Parties. Notwithstanding this clause 14, Ordering Party reserves the right to either: (a) suspend performance and extend the time for performance for the duration of the force majeure event, or (b) cancel all or any part of the unperformed part of this Contract and/or any order without liability to Supplier.

### 15 Intellectual Property rights and copyrights

15.1 Supplier warrants that the sale and purchase of the Goods to Ordering Party shall not infringe on the proprietary rights of any third party and will not infringe any applicable laws and regulations. Supplier shall indemnify and hold Ordering Party harmless, as well as its employees, officers, successors, assigns and users of the Goods from and against any and all actions, suits, administrative proceedings, claims, demands, losses, damages and costs and expenses of whatsoever nature including, without limitation, all attorney's fees, which may arise from or in connection with infringement or violation (alleged or otherwise) of any intellectual property rights or applicable laws and regulations in connection with use or sale of the Goods.

15.2 Where there are any creations of packaging, advertising materials, drawings, software, moulds, samples or without limitation, any other creative works which are produced to Ordering Party's specifications and requirements, Supplier shall assign all intellectual property rights, including without limitation the copyright relating to such items and the creations to Ordering Party. Ordering Party shall be entitled to such creations including its intellectual property rights and shall be free to use, sell or dispose of such items at its absolute discretion. Ordering Party's approval of such items and creations shall not relieve Supplier of any of its warranties or obligations under this Contract.

15.3 Ordering Party shall have an unlimited, irrevocable and transferable right to use the data files, master copies and software that is part of the delivery of the Goods to the extent required for the use and repair of the Goods as agreed in the Contract. In addition, Supplier shall be obligated to include the documentation that is required for full use of the software without any additional charges being made to the Ordering Party. Provided the software in question is not standard software, the Ordering Party may request securing the source code with an access

authorisation for itself in the event of insolvency or continued inability of the Supplier to perform its obligations in accordance with this Contract.

### 16 Confidentiality

16.1 Supplier shall keep in strict confidence, and shall not disclose to any third party, all technical know-how, inventions, plans, technical calculations, drawings, models, processes and any other confidential or commercially sensitive information or documents concerning Ordering Party's business ("**Confidential Information**"), which has been disclosed to or obtained by Supplier from Ordering Party or its agents. Only information necessary to fulfil Supplier's obligations to Ordering Party shall be made known to Supplier's employees, who shall be bound by the same duty of confidentiality as Supplier.

16.2 On request, Supplier shall immediately return to Ordering Party or destroy any and all Confidential Information which has been provided by Ordering Party to Supplier.

16.3 This undertaking and obligation to maintain confidentiality shall continue in force after the date of termination of the order of this Contract.

16.4 If Supplier is required by a legal or administrative proceeding or any law to disclose any or all of Ordering Party's Confidential Information, Supplier must immediately notify in advance Ordering Party of its duty to comply with disclosure requirements, the proposed form, contents and timing of such disclosure under such applicable laws.

### 17 The Ordering Party's right of ownership

17.1 Any materials and tools of Ordering Party that are made available shall in any case remain the sole property of Ordering Party, even if modified by Supplier. These materials and tools shall be serviced and maintained accordingly by Supplier at its own cost and expense. Ordering Party has not given any warranty or condition as to the quality or fitness for any purpose of its materials and tools. Supplier shall not or attempt to dispose, pledge or encumber (in whole or in part) the materials and tools of Ordering Party, or leave the tools to third parties, or do any act that infringes upon Ordering Party's ownership in respect of its materials and tools without the prior written approval from Ordering Party.

17.2 Drawings, models, delivery specifications, bidding documents and other documents that were given to Supplier shall remain the sole property of Ordering Party. These may not be used for other purposes without express authorisation from Ordering Party and shall, on request, be immediately handed over to Ordering Party at Supplier's expense. Supplier's right of retention shall in this respect be excluded.

17.3 Tools of Ordering Party or company-owned tools that were manufactured to produce products for Ordering Party may only be used by Supplier to produce the ordered Goods.

### 18 Secondary obligations of the Supplier

18.1 Supplier shall be obligated to label the Goods as specified by Ordering Party and in accordance with all applicable laws and regulations.

18.2 Unless otherwise agreed in writing between the Parties, Supplier shall be obligated to ensure that spare parts and sufficient drawings and information to procure such spare parts can be delivered for a period of **10 years** as of the date of the last delivery of Goods.

18.3 Supplier shall not make any public announcements or reference to supplier's business relationships with Ordering Party without Ordering Party's prior written authorisation.

### 19 Termination

19.1 Ordering Party shall be entitled to terminate any order and/or this Contract without any liability to Supplier by giving notice to Supplier: (a) if Supplier is in breach of this Contract or any outstanding order; (b) at any time Supplier becomes insolvent or if any bankruptcy proceedings are instituted against Supplier or if

any receiver or administrator is appointed to Supplier's business; (c) Supplier ceases or threatens to cease to carry on business; (d) Supplier has failed to remedy any breach of an order pursuant to this Contract or such other time mutually agreed between the Parties in writing.

### 20 General terms and conditions

20.1 This Contract shall be valid with or without signature.

20.2 Each Party shall be deemed to be an independent contractor. If work is to be performed at Ordering Party's facilities, Supplier shall be responsible for the actions of its employees/agents and provide proof of applicable insurance coverage. This Contract in no way creates a joint venture, partnership or any form of association between the Parties and in no way constitutes one party as the agent or legal representative of the other for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

20.3 No failure or delay by Ordering Party in insisting upon strict performance or in exercising any right under an order or this Contract shall operate as a waiver of such breach or right nor shall any single or partial exercise of any right preclude the exercise of any other right.

20.4 All remedies of Ordering Party specified in this Contract shall be cumulative and in addition to any other remedies provided at law or in equity. All rights of Ordering Party are hereby reserved.

20.5 All orders and this Contract shall be governed by and construed in accordance with the laws of Singapore excluding any conflict of laws principle that would refer to the laws of another jurisdiction. The UN Convention on the International Sale of Goods (CISG) shall also be excluded and shall not apply to this Contract.

20.6 All disputes arising out of or in connection with this Contract, including any questions regarding its existence, validity or termination shall be settled promptly through friendly consultation. If a settlement or conclusion cannot be reached within **thirty (30) days** following the date on which a written request for consultation has been given by any Party, then the Parties agree to irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.

20.7 A person who is not a party to any agreement governed by this Contract has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any terms and conditions of this Contract.

20.8 If any provision of this Contract is or becomes invalid or unenforceable, the validity of this Contract shall remain unaffected as a whole and shall remain in full force. In such event, the Parties shall in good faith replace the affected provision of this Contract and that comes as close as possible to expressing the economic intention of the original provision.

ProMinent Fluid Controls (FE) Pte Ltd