



GENERAL TERMS & CONDITIONS OF SALE

These terms and conditions form an integral part of the quotation and/or invoice on the sale of goods or products (the “Product” or “Products”) by AT&S Pte Ltd and its group of companies (the “Seller”). In the event of conflicting provisions between these terms and conditions and that of the quotation, the terms of the quotation shall prevail to the extent of such conflict but no further. These terms and conditions take precedence over the customer’s (the “Buyer”) supplemental or conflicting terms and conditions to which notice of objection is hereby given. Buyer’s acceptance of the goods or products from the Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. Prices

All prices quoted are in Singapore Dollars, unless stated otherwise, and exclude prevailing GST, any custom duties or taxes payable to government bodies. For prices that are quoted in currency other than Singapore Dollars, such prices are to be converted into Singapore Dollars using the rates provided by the currency convertor at sg.finance.yahoo.com as at the due date of the invoice.

2. Validity

All quotations given are valid for fourteen (14) days from the date of such quotation and shall automatically lapse thereafter, unless extended by the Seller in writing, including email.

3. Delivery and Title

Unless stated otherwise, the estimated delivery dates are as follows:

- (a) For ex-stock items, the delivery is within fourteen (14) of receipt of order acknowledgement by the Seller; and
- (b) For indent items, the delivery is subject to confirmation of incoming shipment by the Seller.

Title and risk of loss is passed to the Buyer upon delivery of the Product to the agreed point of delivery or appointed agent.

4. Payment Terms

Unless stated otherwise, payments for Product purchased by the Buyer are due thirty (30) days after the delivery date or invoice date, whichever is the earlier date. Time is of the essence where payment is concerned. Interest on late payment of invoices may be imposed on the Buyer at one percent (1.0%) per month from the expiry of the payment terms of the invoice until full payment is made, at the sole and absolute discretion of the Seller without any further notice or reference to the Buyer. The Seller shall separately issue an invoice to bill for the late payment interest at such time and in the manner as the Seller deems fit and appropriate.

In the event that the Buyer breaches its payment obligations, the Seller may (without prejudice to its other rights and remedies) (a) suspend the whole or any outstanding part of the sale until Buyer has rectified this breach, and/or (b) terminate the contract entirely.





For the avoidance of doubt, the Seller's decision to suspend the whole or any or any outstanding part of the sale pending the Buyer's rectification of the breach is without prejudice to the Seller's right to terminate the contract.

In the event that the contract is terminated by the Seller, the Buyer shall be liable for any loss or damage occasioned by or arising from such termination including but not limited to the Seller's loss of profit and any cancellation charges imposed by the Seller's suppliers due to the Seller's cancellation of orders made by the Buyer.

5. Third Party Inspection

Specification, testing and inspection are as per the Mill or Manufacturer's Certificate. Any request by Buyer for additional testing is chargeable at prevailing market rates. The Seller does not guarantee the satisfactory results for testing and inspection that are not within the standard specification. If requested, the additional time required for such testing and inspection shall be discussed and mutually agreed between the Seller and Buyer. Where no such agreement can be made, the Seller shall be entitled not to proceed with such additional testing without incurring any liabilities towards to the Buyer.

6. Limited Warranty

The Seller will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property rights ("IPR") infringement. Unless otherwise indicated in the quotation, Seller warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such products for a period of three (3) months from delivery. If Seller breaches this warranty, Buyer's sole and exclusive remedy is limited to (at Seller's election): (1) refund of monies paid by Buyer for such affected Products (without interest), provided such monies have been received by the Seller, or (2) repair of such affected Products, or (3) replacement of such affected Products; provided that such affected Products must be returned to Seller at the costs of the Buyer, along with satisfactory evidence of defect(s), within 30 days from date of delivery, transportation charges and all requisite charges and duties prepaid by the Buyer. No warranty will apply for normal wear and tear, or if the Product has been subject to misuse, mismanagement, improper or wrongful handling, static discharge, neglect, accident or modification, or has been soldered.

Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law. In particular, Seller makes no warranty respecting the merchantability of the Products or their suitability or fitness for any particular purpose, non-infringement of third party rights and warranties against latent defects.

7. Limitation of Liabilities

Buyer shall not be entitled to, and Seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, IPR infringement, loss of contracts or orders or any indirect, special, punitive, incidental or consequential damages of any nature, whether or not such losses were foreseeable. Buyer's recovery from Seller for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise.





Buyer will indemnify, defend and hold Seller harmless from any claims based on (a) Seller's compliance with Buyer's designs, specifications, or instructions, (b) modification of any Product by anyone other than Seller, or (c) use in combination with other products.

To the fullest extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless from and against claims, demands, liabilities or costs whatsoever for loss of or damage to the property of the Buyer, or for personal injury or death of any member of the Buyer's group (including its contractors and/or sub-contractors, employees, servants and/or agents) howsoever arising out of or in connection with the performance of the contract.

8. Force Majeure

Seller is not liable for failure to fulfil its obligations for any accepted order(s) or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, pandemic such as worldwide spread of a disease, acts or regulations of any governmental or supra-national authority directing or implementing lockdowns, restrictions on movement of people or goods or business operations, acts of terrorism, delays in transportation or inability to obtain labour, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

9. Governing Law and Jurisdiction

The Buyer and Seller shall be governed by the laws of the Republic of Singapore to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The Buyer and the Seller shall submit to the exclusive jurisdiction of the Courts in Singapore in respect of any disputes arising from or in connection with the contract.

10. Non-Waiver

No failure, delay or omission on the Seller's part in exercising any right, power or remedy in the contract shall impair such right, power or remedy, or be construed as a waiver of it or acquiescence of any default of the Buyer, nor shall any single or partial exercise by the Seller of any such right, power or remedy preclude further exercise of it or the exercise of any right, power or remedy including any rights, remedies, claims, whensoever, howsoever arising in relation to the contract by the Seller against the Buyer.





11. Notice

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by email to the Seller or Buyer at their respective addresses (as set out in the purchase order, invoice or statement of account, where appropriate) or email addresses provided (or to such other address or email address as the Seller or the Buyer may from time to time notify the other party).

Any notice, demand or communication delivered in accordance with this clause shall be deemed to have been duly served:-

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of registered post (if despatched to an address within the country of the sender) 5 business days or (if despatched by registered air-letter to an address outside the country of the sender) 10 business days after posting, and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted; or
- (c) in the case of email, when the email was sent.

12. Severance

If any provision of this General Terms and Conditions of Sale or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this General Terms and Conditions of Sale.

13. Assignment

Buyer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations without the prior written consent of the Seller. Where consent is given by the Seller, Buyer shall remain responsible for the full and proper performance of all obligations of the contract.

14. Exclusion of Rights of Third Parties

The application of the Contracts (Rights of Third Parties) Act (No. 39 of 2001) and its subsequent amendment, revision or replacement thereof is expressly excluded in so far as these terms and conditions are concerned.

