

## TERMS AND CONDITIONS FOR SALE OF GOODS ("TERMS")

### 1. Definitions

Affiliate	in relation to a corporation, a subsidiary of that corporation, a holding company of that corporation, or any other subsidiary of the holding company of that corporation.
AMOS	AMOS International (S) Pte. Ltd., AMOS Supply Pte. Ltd. or any of its Affiliates, which supplies the Goods to the Customer in accordance with the Contract, as identified in the Quotation.
Customer	the company or individual who purchases the Goods from AMOS in accordance with the Contract, as identified in the Quotation.
Goods	the goods (or any part of them) as described in the Quotation, which AMOS is intending to sell and the Customer is intending to purchase.
Parties	AMOS and the Customer (each a "Party").
Purchase Order	the Customer's order confirmation or acceptance of the Quotation.
Quotation	the written quote provided by AMOS for the Goods, which incorporates these Terms as well as any other terms set out therein by AMOS including but not limited to terms relating to payment, delivery, and specifications of the Goods.

### 2. General Terms

- 2.1 These Terms apply to the Quotation (together with these Terms, hereinafter referred to as the "**Contract**") for the supply of Goods by AMOS to the Customer, to the exclusion of any other terms that the Parties may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 2.2 The Quotation constitutes an offer by AMOS to sell the Goods in accordance with these Terms, and the Quotation along with these Terms shall be deemed to be accepted by the Customer at the earliest of any of the following actions by the Customer, at which point the Contract shall become effective:
  - (a) issuance of the Purchase Order;
  - (b) making payment for the Goods, whether in full or in part; or
  - (c) taking delivery of the Goods, whether in full or in part.
 Following the occurrence of any of the situations stipulated above, the Customer shall not be permitted to cancel any order as set out in the relevant Quotation except with the prior written consent of AMOS and upon payment of a cancellation fee of seventy percent (70%) of the aggregate amount stated in the relevant Quotation.
- 2.3 All Quotations are valid for fourteen (14) days, unless otherwise stated in the Quotation or agreed in writing between the Parties.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document (including but not limited to the Purchase Order) that is inconsistent with these Terms.
- 2.5 These Terms shall be read in conjunction with any commercial terms as may be set out by AMOS in the Quotation. For the avoidance of doubt, in case of any conflict between these Terms and the Quotation, the relevant provision(s) in the Quotation shall prevail.

### 3. Delivery

- 3.1 The Goods shall be delivered by AMOS in accordance with the delivery terms (including but not limited to delivery dates, delivery instructions, and completion of delivery) set out in the Quotation, which shall (to the extent applicable) be interpreted in accordance with any chosen rule(s) from Incoterms® 2020 (or any other specified edition of the Incoterms®) published by the International Chamber of Commerce which has been incorporated by reference in the Quotation. If the Quotation does not specifically provide for any chosen rule(s) from Incoterms® 2020, the delivery terms shall be interpreted in accordance with the EXW rule from Incoterms® 2020, unless otherwise agreed in writing between the Parties.
- 3.2 The delivery of the Goods shall be deemed complete when the Goods have been unloaded at the location specified in the Quotation, delivered to the agent of the Customer specified in the Quotation (whose authority to accept delivery on behalf of the Customer is hereby acknowledged by the Customer) or as otherwise agreed in writing. The Customer shall not be permitted under any circumstances to return the Goods (or any part thereof) for which the Customer has accepted delivery.
- 3.3 Any dates quoted for delivery are approximate only and time of delivery is not of the essence. AMOS shall not be liable for any delay in delivery of the Goods that is caused by the Customer's failure to provide AMOS with adequate delivery instructions or any other instructions relevant to the supply of the Goods. AMOS

shall not be liable for any delay in delivery caused by any circumstances beyond its reasonable control and shall be entitled to a reasonable extension of time in such circumstances to carry out such delivery.

- 3.4 If, for any reason not directly or indirectly attributed to AMOS, the Customer is unable to accept delivery of the Goods when the Goods contracted to be delivered are ready to be delivered, AMOS shall be entitled to arrange suitable storage of the Goods and the Customer shall be liable for all reasonable costs (including insurance) incurred by AMOS until the delivery of such Goods is accepted by the Customer, provided always that AMOS shall have a right to request from the Customer an administrative fee of up to five percent (5%) of the aggregate amount stated in the relevant Quotation prior to such storage. This provision is without prejudice to any other right which AMOS may have in respect of the Customer's failure to take delivery of the Goods, including but not limited to the rights of AMOS where the neglect or refusal of the Customer to take delivery amounts to a repudiation of the Contract.
- 3.5 Upon the Customer's written request, AMOS may deliver the Goods in batches, in which case AMOS may invoice and the Customer shall pay in accordance with this Agreement only in respect of such portion of the Goods for which delivery has been completed.
- 3.6 AMOS shall have a right at any time after delivery has been completed to request the Customer for written acknowledgement or confirmation in the prescribed form that the Goods have been delivered to the Customer, its agent or such other party as may be agreed in writing between AMOS and the Customer, as the case may be.

### 4. Quality

- 4.1 AMOS warrants that on delivery, the Goods shall conform in all material respects with their description in the Contract and be of satisfactory quality. Subject to applicable laws, except as otherwise set out in the Contract, AMOS makes no representations or warranties regarding or in connection with the Goods (or any part thereof), either express or implied (whether statutorily, contractually or otherwise), including but not limited to warranties of satisfactory quality, non-infringement and fitness for a particular purpose, to the extent that the Goods (or any part thereof) are not manufactured by AMOS or any of its Affiliates.
- 4.2 Upon taking delivery of the Goods (or any part thereof), the Customer shall promptly undertake inspection of the relevant Goods to satisfy itself that the Goods comply with the specifications set out in the Quotation and are free from damage.
  - (a) Unless AMOS receives a written notice of any non-compliance or defect from the Customer within three (3) days (for Goods which are fresh produce) or within seven (7) days (for all other Goods) from the date of delivery, the Goods shall be deemed to comply fully with the specifications set out in the Quotation and are free from damage.
  - (b) In the event of such written notice from the Customer, AMOS, its employees or representatives shall be entitled to inspect the Goods. Where it is subsequently proved that the alleged defect or damage was not attributable to any fault on the part of AMOS (or its employees, representatives and/or agents), the Customer shall reimburse AMOS in full for all costs and expenses incurred by AMOS in carrying out such inspection.
  - (c) For the avoidance of doubt, nothing in the Contract shall prejudice AMOS' right to any amounts payable by the Customer under the Contract, unless the alleged defect or damage is proved to have occurred before the risk in the Goods passes to the Customer in accordance with Clause 6.1.
- 4.3 AMOS shall not be liable in respect of any defect that arises because the Customer has failed to follow AMOS' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, or good trade practice regarding the same, or if the defect arises as a result of fair wear and tear, abnormal storage or working conditions, or wilful damage or negligence by the Customer.
- 4.4 AMOS shall not be responsible for undertaking tests, inspections and/or certifications in respect of the Goods other than specifically stated in the Quotation. The Customer shall be solely responsible for all costs and expenses arising out of such tests, inspections and/or certifications.
- 4.5 The Customer shall be solely responsible for compliance with all laws and regulations applicable to the Goods (or any part thereof), including but not limited to those relating to the procurement and operation thereof, the work being performed

therewith, and those relating to health, safety and/or environment.

## 5. Price and Payment

- 5.1 The price of the Goods shall be set out in the Quotation, or as otherwise agreed in writing. Subject to applicable laws, the Customer shall, at all times, be liable to pay at the prevailing rate all taxes, duties, levies, and other similar charges (and any related interest and penalties) arising out of or in connection with the sale and purchase of the Goods, including but not limited to Goods & Services Tax and any tax which the Customer is required to withhold or deduct from payments to AMOS, unless and until such time as AMOS is able to apply for and has obtained any relevant exemption(s) thereto.
- 5.2 Unless otherwise stated in the Quotation or otherwise agreed in writing between the Parties, the Customer shall bear all costs and expenses relating to the delivery of the Goods, including but not limited to those associated with packing, labelling, custom clearance, freight and storage.
- 5.3 The Customer shall be solely responsible for furnishing all relevant supporting documents required in connection with export of the Goods (where relevant) under the applicable laws, failing which, all associated costs therewith shall be borne by the Customer.
- 5.4 Payment by the Customer shall be made in the currency indicated on the Quotation and such amount shall not be subject to any exchange rate fluctuations.
- 5.5 AMOS may invoice the Customer for the Goods as set out in the Quotation and the Customer shall pay the invoice in full within thirty (30) days from the date of the invoice, and the Customer shall not be allowed to withhold and/or set off any payments due from AMOS to the Customer. Time for payment of the invoice shall be of the essence. If the Customer fails to pay the amounts due in the invoice in full within the said payment term, interest is payable upon such amounts outstanding at the rate of one percent (1%) per month accruing from the due date to the day full payment is made unless specified otherwise in the Quotation. In the event that the Customer intends to engage a new agent or authorised officer in respect of the procurement of the Goods, a written notice of such intention shall be given to AMOS at least thirty (30) days before the intended date of engagement, failing which AMOS shall have a right to demand for immediate payment of all outstanding invoices by the Customer (regardless of whether the aforementioned 30-day payment period has lapsed). For the avoidance of doubt, the aforementioned engagement of a new agent or authorised officer by the Customer shall not affect any existing or accrued rights of AMOS in any way whatsoever.
- 5.6 The Customer shall furnish security on such terms as may be prescribed by AMOS, if AMOS requires such security for payment before delivery.

## 6. Passing of Risk and Title

- 6.1 The risk in the Goods shall pass upon delivery of the Goods, unless otherwise agreed in writing between the Parties.
- 6.2 Regardless of the passing of risk in the Goods, title in the Goods shall not pass to the Customer until AMOS has received full and final payment of all outstanding amounts due and payable by the Customer under the Contract. Until title of the Goods has passed to the Customer and notwithstanding that the Goods (or any part thereof) have been delivered to the Customer, AMOS may at its sole discretion (without prejudice to its other rights) retake, sell or otherwise deal with and/or dispose of all or any part of the Goods, and AMOS, its agents or employees may enter on the premises where the Goods (or any part thereof) are stored for this purpose, or for the purpose of inspecting them to ascertain whether the Customer is complying with the provisions of this Clause, or for the purpose of removing the Goods.
- 6.3 Until title of the Goods has passed to the Customer, in addition to and notwithstanding the passing of risk to the Customer or otherwise, the Customer shall:
  - (a) not sell, transfer, pledge or otherwise dispose of the Goods (or any part thereof) to any third party;
  - (b) store the Goods separately from all other goods of the Customer or of any third party in such a way that they remain readily identifiable as AMOS' property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition, free from any damage or deterioration and keep them insured on AMOS' behalf for their full price against all risks to the reasonable satisfaction of AMOS.

## 7. Intellectual Property

- 7.1 Neither Party shall acquire any ownership, licence, or any other rights in any pre-existing intellectual property of the other Party by virtue of the Contract.
- 7.2 AMOS reserves all rights in, and the Customer will have no rights in respect of, any trade names or trade-marks used by AMOS, any associated goodwill or in respect of any other intellectual property relating to AMOS' products or their advertising or otherwise owned by or licensed to AMOS or any Affiliate of AMOS. The Customer will not do anything likely to damage any trademarks, or the name or reputation of AMOS or any of its Affiliates.

## 8. Confidentiality

- 8.1 All communications, information and other materials in relation to the Contract shall be considered confidential information and shall be kept confidential by the recipient unless compelled or required to be disclosed by judicial or administrative procedures or in the opinion of its counsel, by other requirements of law.
- 8.2 The rights and obligations of the Parties under this Clause shall survive the termination of the Contract.

## 9. Termination

- 9.1 Without limiting its other rights or remedies, AMOS may terminate the Contract or suspend the delivery of Goods at its sole discretion if:
  - (a) the Customer commits a material breach of any term in the Contract, and if the breach is remediable, fails to remedy that breach within fourteen (14) days of being notified in writing by AMOS to do so;
  - (b) the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business;
  - (c) the Customer is or becomes the subject of a targeted sanctions program or subject to any comprehensive sanctions program (including but not limited to Cuba, Iran, Syria, North Sudan and North Korea), whether initiated by international organisations (including the United Nations and the European Union) or countries (including US, UK and Singapore);
  - (d) the Customer makes an arrangement with its creditors, becomes subject to an administration order, goes into bankruptcy, liquidation, or receivership, a trustee/liquidator is appointed over any of the Customer's property, or an application is made to a court for an order or an order is made that the Customer be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, or the Customer is unable to pay its debts as they become due, or ceases or threatens to cease to carry on business or Amos reasonably considers any of the above events is about to occur or the Customer's financial position deteriorates to such an extent that in AMOS' sole opinion, the Customer's ability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (e) the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.2 On termination of the Contract, the Customer shall immediately pay to AMOS all amounts due and owing, including applicable interest on the outstanding amounts or unpaid invoices.
- 9.3 The termination of the Contract shall not affect any of AMOS' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

## 10. Limitation of Liability

- 10.1 Subject to applicable laws, AMOS shall have no responsibility for, and the Customers agrees to indemnify AMOS in full against any death of or injury to persons or loss of or damage to property and any claims, demands, proceedings, damages, costs and expenses arising from or in connection with the Goods (or any part thereof) to the extent that the Goods were assembled, fabricated or manufactured in accordance with the specifications, designs, drawings or standards provided by the Customer, and/or the defects in the Goods arose due to actions attributable to the Customer including but not limited to defective materials or products supplied by the Customer to AMOS and incorporated by AMOS in the Goods (or any part thereof), any improper incorporation, assembly, use, processing, storage or handing of the Goods by the Customer.
- 10.2 To the maximum extent permitted by applicable law, the aggregate liability of AMOS under the Contract for actual direct loss or damage sustained is limited to ten percent (10%) of the amount paid by the Customer to AMOS for the Goods under the Contract.

10.3 AMOS' liability for any loss consequential upon another loss, indirect loss including loss of income or revenue, a loss of profits and a loss of savings, including any special, incidental, indirect, or consequential losses or damages of any kind, as well as any exemplary or punitive damages of any kind, is excluded.

14.7 The Customer shall not assign or transfer any of its rights and/or obligations under the Contract, except with the prior written approval of AMOS.

14.8 Nothing in this Agreement is deemed to constitute a partnership between the Parties nor constitute any Party as the agent of the other Party for any purpose.

#### 11. Force Majeure

Neither AMOS nor the Customer shall be liable to the other for non-performance (either in whole or in part) or delay in performance of their respective obligations if caused by unpredictable adverse weather conditions, national industrial strikes, war, acts of God, acts of terrorism, pandemic, epidemic, tsunami, cyclones, typhoons, drought, floods, earthquakes or civil disturbance, which in any case could not reasonably be foreseen and is beyond the reasonable control of the relevant Party or its employees (each a "**Force Majeure Event**"). While such Force Majeure Event subsists, the Party so affected shall be relieved of liability to the other for failure to perform its obligations hereunder and such obligations shall be suspended until such time as performance can be resumed (provided that the relevant affected Party could not have prevented the failure or delay by taking reasonable precautions or measures).

#### 12. Entire Agreement

The Contract contains the entire agreement between the Parties and supersedes any previous agreement or understanding (whether oral or written) between the Parties, and all prior representations, standard terms, negotiations and discussions between the Parties.

#### 13. Governing Law and Jurisdiction

13.1 The Contract is governed by the laws of the jurisdiction in which the entity issuing the Quotation is incorporated.

13.2 Any dispute arising out of or in connection with the Contract, 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 Clause. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The arbitration shall be conducted in the English language.

#### 14. Miscellaneous

14.1 The Customer acknowledges that, in entering into the Contract, the Customer does not do so on the basis of, nor rely on, any representation, warranty, or other provision except as expressly set out in the Contract.

14.2 The failure or delay of a Party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time.

14.3 A person who is not a party to the Contract has no right (whether under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore or otherwise) to enforce or enjoy the benefit of the Contract.

14.4 Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable laws or as may be necessary or desirable to implement and/or give effect to the Contract.

14.5 No amendment, variation, deletion, replacement or supplement to the Contract shall be valid unless it is in writing and signed by each of the Parties. For the avoidance of doubt, there shall be no variation to the Goods (or any part thereof) unless AMOS has agreed in writing to the written Variation Order Request (in prescribed form) provided by the Customer.

14.6 If any provision of the Contract is held to be illegal, invalid or unenforceable, in whole or in part, the relevant part of the provision shall be severed and the remaining part of such provision and all other provisions of the Contract shall continue to remain in full force and effect. The Parties will negotiate in good faith to agree whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the illegal, invalid or unenforceable provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall, subject to any deletion or modification made under this Clause, not be affected and shall remain in full force and effect.