

**FOURZONE INDUSTRIES (S) PTE LTD  
GENERAL TERMS OF SALE AND DELIVERY**

**1. Scope**

- 1) These terms of sale and delivery shall apply to deliveries by Fourzone unless different terms and conditions have been expressly approved by Fourzone in writing.

**2. Payment terms**

- 1) Purchaser shall be liable to pay interest on all invoiced sums which remain unpaid after their due date at the rate of 2% per month, or the highest rate permitted under applicable laws, for each month of delay, or part thereof, until full payment has been made to Fourzone.

**3. Liability**

- 1) The purchaser has the obligation to inspect the goods received for defects immediately upon receipt and prior to the goods undergoing further processing or other use. The purchaser must inform Fourzone within 7 business days upon receipt of delivery in case of defects. Otherwise, the delivery shall be deemed to have been accepted.
- 2) The purchaser must grant Fourzone the opportunity to rectify any complaints, and provide Fourzone with the defective goods and associated packaging for inspection.
- 3) Fourzone's total liability in contract shall be limited to the purchase price of the quantity of goods in respect of which any claim is made. Under no circumstances shall Fourzone be liable for special, incidental, indirect or consequential damages or loss, including but not limited to loss of profits, loss of revenue, loss of business and the like incurred by the purchaser or any third party.

**4. Subcontractors**

- 1) In case the defective product is a product that Fourzone purchased in whole or in part from a third party, Fourzone is entitled to assign its rights concerning material defects vis-à-vis the subcontractor to the purchaser.

**5. Statute of claim limitations**

- 1) Any claims by the purchaser, irrespective of their legal grounds, become statute-barred after 12 months, insofar as this is legally admissible.

**6. Delay in shipment due to purchaser's fault**

- 1) Should shipment be delayed due to the purchaser's fault, the goods shall be stored in Fourzone's premises or third party premises at the purchaser's risk and expense.

**7. Delivery**

- 1) Compliance with delivery dates shall be subject to timely receipt of all documents, information and other obligations to be provided or fulfilled by the purchaser. If these pre-conditions are not fulfilled in due time, the delivery periods shall be extended accordingly.
- 2) Fourzone's compliance with delivery periods and dates shall be subject to delivery in due time and in good order by its own subcontractors. Due to early delivery or delay in delivery or defective delivery by its subcontractors, Fourzone shall not be liable for a change in delivery dates. In such case, Fourzone undertakes to assign to the purchaser any claims for damages it may have against such subcontractors.
- 3) In case of circumstances beyond Fourzone's control, including but not limited to national holidays and subcontractors' faults, which result in early delivery or delay in delivery, Fourzone shall not be liable for the change in delivery dates. In such case, Fourzone undertakes to assign to the purchaser any claims for damages it may have against such subcontractors.
- 4) If the purchaser changes the delivery date after an order has been placed, Fourzone will accommodate the change on a best efforts basis, but will not be liable if it is unable to accommodate the change.
- 5) In case of force majeure, strikes, natural disasters, and unfavourable weather conditions, the delivery period shall be extended by a period corresponding to the duration of such event beyond Fourzone's control.
- 6) Fourzone is entitled to rescind the contract if delivery is materially impeded or rendered impossible by force majeure, strikes, natural disasters, unfavourable weather conditions or failure to deliver or to deliver in due time and in good order on the part of any subcontractor, and if such event is continuing and not within Fourzone's control.

**8. Use of products**

- 1) The purchaser shall be obliged to use the products only in accordance with the specifications as provided by Fourzone.
- 2) Any specific properties of Fourzone's products shall be deemed agreed only if expressly confirmed in writing.
- 3) Product specifications are based on Fourzone's best knowledge when the specifications were provided to the purchaser and subject to change when updated information becomes available.
- 4) Fourzone shall not assign any intellectual property rights to the purchaser with the sale of products.