



TERMS AND CONDITIONS OF SALE

Roquette's Terms Control: These Terms and Conditions of Sale ("Terms") shall control and prevail over all sales by Roquette Singapore Pte Ltd ("Roquette"), and any terms and conditions contained in Purchaser's Order, other than purchase price (as solely established by Roquette from time to time) and agreed products quantities.

Payment: Payment of the purchase price for products and/or services acquired from Roquette shall be made pursuant to the terms set forth on each invoice, and Purchaser agrees to pay all charges according to the payment terms established in such invoice. The entire outstanding balance due on all invoices shall become due to Roquette in full immediately upon default in the payment of any invoice. In order to secure Purchaser's obligations under these Terms, including its obligation to pay any amounts it owes to Roquette when due, Purchaser grants to Roquette a security interest in all products sold by Roquette to Purchaser and the proceeds resulting from the sale thereof. Purchaser agrees to promptly execute, deliver to Roquette, and permit Roquette to file, any financing statements necessary in Roquette's sole determination to perfect Roquette's security interest in such products and proceeds. Purchaser appoints Roquette as Purchaser's agent for the purpose of executing, delivering and filing any such financing statements.

Interest: Purchaser agrees to pay interest in the amount of 2% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.

Roquette Expenses: Purchaser shall pay to Roquette all costs and expenses, including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by Roquette in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereunder.

Shipping: All products Roquette sells and delivers to Purchaser shall be delivered as per the applicable delivery term mentioned on Roquette's invoice.

Force Majeure: Each party shall not be responsible for fulfilling its obligations (save for the payment obligations of the Purchaser) under these Terms due to fire, flood, tornado, earthquake, war, acts of terrorism, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, car shortage, labour shortage, materials shortage, manufacturing facility shortage, accident at Roquette's warehouse, boycott, embargo or any act or regulation of government or governmental authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond such party's control resulting in impossibility of performance of such party's duties and obligations hereunder.

Verification: Upon receipt of shipment, it shall be the responsibility of Purchaser or the consignee receiving shipment to check material and secure written acknowledgement from delivering carrier for any shortages, loss or damage. Purchaser shall notify Roquette in writing within 3 (three) days upon receipt of any shipment of any shortages, defects or non-conforming products. In the event Purchaser fails to notify Roquette within the abovementioned 3 (three) days of any shortages, defects or non-conforming products, the products shall be deemed accepted.

Warranty, Disclaimer of Warranties: Roquette warrants to Purchaser that at the time of delivery of the products to Purchaser, the products conform to the specifications as agreed by the parties and that all products are free from liens and encumbrances. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: ROQUETTE SHALL HAVE NO LIABILITY FOR (I) FAILURE TO DELIVER PRODUCTS OR SERVICES WITHIN A SPECIFIED TIME PERIOD, (II) AVAILABILITY AND/OR DELAYS IN DELIVERY OF PRODUCTS OR SERVICES, (III) DISCONTINUATION OF PRODUCTS, PRODUCT LINES, OR ANY PART THEREOF; (IV) CANCELLATION OF ANY PURCHASE ORDERS; OR (V) ANY DEFECT IN PACKAGING AND / OR PACKAGING REQUIREMENTS OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION OR RECOVERIES FOR PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING UNDER THESE TERMS OR OTHERWISE WITH RESPECT TO THE SALE OF THE PRODUCTS OR SERVICES,

INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, AND EVEN IF ROQUETTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. THE ONLY LIABILITY ROQUETTE WILL HAVE WITH RESPECT TO ANY DAMAGED PRODUCTS PRIOR TO DELIVERY OF THE PRODUCTS TO PURCHASER'S CARRIER AND/OR PRODUCTS ERRONEOUSLY SHIPPED WILL BE THE RETURN RIGHTS DESCRIBED HEREIN. EVEN IF THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ROQUETTE'S ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO PURCHASER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY PURCHASER FOR THE PRODUCTS OR SERVICES THAT GIVE RISE TO THE DISPUTE, OR ANY DEFECTIVE PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

Contracts (Rights of Third Parties) Act: A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

Governing Law and Forum: These Terms shall be governed by and interpreted in accordance with the laws of Singapore and the parties agree to the exclusive jurisdiction of the courts in Singapore; provided, however, that any dispute arising out of this Agreement shall in the first instance be amicably settled between the Parties.

Compliance: Purchaser and Roquette shall at all times conduct their efforts under these Terms in strict accordance with all applicable federal, state and local laws, regulations, rules, ordinances and orders and with the highest commercial standards. Purchaser agrees to at all times adhere to and ensure compliance with any product restrictions or obligations policies established by Roquette from time to time. To the best of Roquette's knowledge, the products supplied by Roquette are in compliance with all the export laws currently in force and effect, and are intended for use and to remain in territory agreed with Purchaser. Purchaser agrees to confirm to, and abide by, the export laws and regulations of Singapore and such other countries, as may be prescribed by Roquette. Purchaser agrees to also adhere to the provisions of the US Foreign Corrupt Practices Act, UK Bribery Act and other similar legislations applicable in Singapore. Purchaser has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or a decision of the government or such individual in order to assist, directly or indirectly, Purchaser in obtaining or retaining business, or securing an improper advantage.

General:

- (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. The failure of Roquette to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.
- (b) If any provision of these Terms is unenforceable, such unenforceability shall not affect the remainder of these Terms unless a failure of consideration would thereby result.
- (c) These Terms shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (d) The rights and remedies granted herein are non-exclusive to those otherwise available in equity.