

## **CONDITIONS OF SALE AND SUPPLY**

Contained hereinunder are the **CONDITIONS OF CONTRACT** (the “Conditions”) governing all contracts for the sale or supply of Goods and/or the provision of Services by **FUTURE SYNTHETICS GROUP** and its related companies as listed on Annex A hereinunder (the “Seller”).

In these Conditions: -

“Buyer” means the person, firm or company named in the Order at whose request the Goods and/or Services are sold to and/or provided by the Seller.

“Contract” means the contract for the sale and purchase or provision of the Goods and/or Services on these Conditions.

“Goods” means any goods or replacements therefor supplied to the Buyer under the Contract.

“Order” means the Buyer’s act of submitting an Order Form or Purchase Order together with, where applicable, payment of a deposit to the Seller ordering specified Goods and/or Services.

“Services” means the services (if any) described in the Order.

These Conditions shall apply to every contract entered into for the sale or supply of Goods and/or the provision of Services by the Seller and shall prevail notwithstanding any printed or other conditions contained in any correspondence, information sheet, purchase order, acceptance of estimate or quotation or otherwise brought to the Seller’s notice. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly agreed to in writing by an authorised person on behalf of the Seller (the “Authorised Representative”) shall alter, vary, supercede or operate as a waiver of these Conditions. In the event there is any conflict between these Conditions and the provisions set out in any other document, the provisions set out in these Conditions shall always prevail.

## 1 FORMATION AND PARTIES

- (a) The Buyer's Order to the Seller is an offer to enter into a contract upon these Conditions. Acceptance occurs and the Contract is formed only when the Seller accepts the Buyer's Order in writing.
- (b) The Seller's employees, servants or agents are not authorised representatives for the purpose of making any representations (whether oral or otherwise) concerning the Goods and/or the Services on the Seller's behalf. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not expressly confirmed by the Seller in writing.
- (c) The Buyer may not assign the benefit of the Contract without the Seller's prior written approval.
- (d) The Contract is not cancellable or terminable by the Buyer without the express written approval of the Authorised Representative of the Seller. If the Seller agrees to the cancellation or termination of the Contract by the Buyer, the Buyer shall indemnify the Seller in full against all losses, costs and expenses incurred up to the time of cancellation or termination.

## 2 PRICE

- (a) All amounts invoiced to a Buyer are payable in full without deduction to the Seller. Any and all taxes and deductions are payable by the Buyer solely.
- (b) Prices quoted are exclusive of Goods and Services Tax and all other applicable sales taxes unless otherwise expressly stated in writing by the Seller. Prices are inclusive of delivery in Singapore only. In all other cases, prices are ex-factory, Singapore and include export-quality packaging and crating.

- (c) All payments must be made in the currency invoiced by the Seller. Payments in any other currency will not be accepted unless the Seller's prior consent is obtained. If payments are made by telegraphic transfer, all bank charges (including those imposed by the Seller's bank) must be borne by the Buyer.
- (d) Without prejudice to the generality of these Conditions, the Seller reserves the right to vary the price of the Goods and/or the Services by any amount attributable to a change in or the insufficiency of the Buyer's instructions or to any variation in the costs of materials, labour, transport, duties, taxes, exchange rates or any costs of whatsoever nature between the date of the Contract and the date of delivery of the Goods and/or provision of the Services.

### 3 DELIVERY

- (a) Delivery dates of Goods and the provision dates for Services are estimates only and will be furnished by the Seller on acceptance of an Order. Time of delivery or provision is not of the essence of the Contract and where any delivery or provision date is provided by the Seller, it is always to be understood that the date is an estimate and the Seller will endeavor to deliver the Goods and/or provide the Services within 30 days from the date of the Buyer's purchase order (if any) or upon arrival of the ordered Goods. The Seller shall use its reasonable endeavours to deliver the Goods and/or provide the Services as mentioned above, but may suspend or delay delivery of the Goods or the provision of the Services and shall not be liable for any and all losses or damages whatsoever in the event of late delivery or non-delivery of the Goods and/or the provision of the Services or any partial delivery thereof. The Buyer is not entitled to refuse acceptance of late delivery of Goods and/or the provision of Services or treat late delivery of Goods and/or the provision of Services as a breach of the Contract.
- (b) The Seller may at its option deliver by partial delivery; each partial delivery shall constitute a separate contract on these Conditions. Failure by the Seller to deliver any one or more of the partial deliveries, or any claim by the Buyer in respect of any one or more of the partial

- (c) Delivery of Goods shall be deemed to take place upon the Seller or its agent handing the Goods or the documents conferring title to the Goods to the Buyer or its agent at the Seller's premises or at a designated delivery location, or upon the Seller notifying the Buyer that the Goods are ready for despatch. All losses, damages and deterioration to the Goods from whatsoever cause shall be borne by the Buyer from the time of delivery.
- (d) If the Buyer should ask the Seller to delay the delivery of any Goods and/or the provision of any Services, the Seller is only obliged to consider the Buyer's request if the Buyer first signs the Seller's pro forma "Bill & Hold Letter" which the Seller shall provide. In any event, the period of delay (if agreed to by the Seller) shall be entirely at the Seller's discretion.
- (e) If the Buyer fails to collect or take possession of the Goods upon delivery, the Seller shall be entitled to treat the Contract as repudiated by the Buyer. Until the Contract is so terminated, the Seller, may at its option, either store the Goods itself or have them stored by third parties on such terms as it in its absolute discretion thinks fit. The cost of storage and any additional transportation will be added to and form part of the Contract price. If the Seller elects to treat the Contract as repudiated in accordance with these Conditions, it shall (without prejudice to its rights and remedies in respect of such repudiation) be entitled to re-sell the Goods and retain the proceeds of sale. Any shortfall between the proceeds of sale and the amount of the Contract shall be borne by and is payable by the Buyer.
- (f) Deviations in the quantity of Goods delivered and/or Services performed from that stated in the Contract or these Conditions shall not give the Buyer any right to reject the Goods and/or Services or to claim damages and the Buyer shall be obliged to accept and pay for the quantity of Goods and/or Services actually delivered or performed at a pro-rated rate.

#### 4 LOSS DAMAGE OR SHORTFALL IN GOODS DELIVERED

- (a) The Buyer shall inspect the Goods immediately upon delivery or upon collection, as the case may be, and shall subject to sub-paragraph 4(b) below, be deemed to have accepted the Goods as delivered or collected in good condition

- (b) The Seller shall not be liable for any Goods damaged in transit or any shortfall in the quantity of the Goods delivered, discoverable on reasonable inspection, and in any event will not be liable unless the Buyer notifies the Seller, before the expiry of seven (7) calendar days after delivery or receipt of the Goods of any alleged damage or lack of conformity with the Contract.
- (c) The Seller shall make good any proven and ascertained shortages notified to it under subparagraph 4(b) above as soon as reasonably practicable but shall not be liable for any loss whatsoever and howsoever arising from such shortfall.
- (d) The Seller's liability for Goods lost or damaged (if any and only if attributable by the Seller) shall in all circumstances be limited (at the Seller's option) to the repair or replacement cost of the Goods or crediting the Buyer with the invoice value of the Goods in question.
- (e) In all cases where alleged damaged Goods or shortages are complained of, the Seller shall not be liable in respect thereof unless an opportunity to inspect the Goods is offered to the Seller for confirmation before any use is made thereof or any alteration or modification is made to the Goods by the Buyer.

## 5 ITEMS SUPPLIED BY BUYER

- (a) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of the Order (including specifications) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- (b) The Buyer shall be liable for all drawings, specifications and instructions submitted to the Seller with the Order or pursuant to the Contract and shall indemnify and keep indemnified the Seller against any and all loss or damage directly or indirectly arising out of any error in or omission from such drawings, specifications and instructions, and all costs (including legal costs on an indemnity basis), claims, demands and expenses whatsoever in respect of (but not limited to) the infringement or potential infringement of any patent, copyright, registered design or other third party or intellectual property right arising out of the Seller's use of such drawings, specifications or instructions.

6 WARRANTIES AND LIMITATION OF SELLER'S LIABILITY

There are no warranties, expressed or implied, of satisfactory quality, fitness or otherwise for the Goods delivered and/or Services rendered under Contract except that the Goods and/or Services shall meet the specifications as set out in the said Contract.

- (a) The Goods and/or Services are sold or provided strictly on the understanding that the Buyer has satisfied themselves as to their suitability for the required purpose. The Buyer acknowledges that all descriptions, specifications and details and any photographs or illustrations included in any catalogues, brochures, information sheet, price list or other publicity material, all quotations and confirmations and acceptances of Order or similar documents and all forecasts of performance howsoever given are approximate and are for the Buyer's general guidance only. They do not form part of the Contract nor do they constitute a description of the Goods and/or Services nor representations made by the Seller.
- (b) The Seller's liability under Condition 4 shall be accepted by the Buyer in lieu of any warranty or condition, whether expressed or implied by law, as to merchantability or fitness for any particular purpose of the Goods and/or Services and save as provided in these Conditions, the Seller shall not be under any liability whatsoever and howsoever to the Buyer (whether in contract, tort or otherwise) and the Buyer shall fully indemnify the Seller against any claims, demands, losses and damages (including legal costs on an indemnity basis) in respect thereof
- (c) The Seller shall not in any circumstances whatsoever be liable to the Buyer for consequential, direct, indirect or special loss of whatsoever nature suffered by the Buyer or for special damages or costs, expenses or liabilities of any kind directly or indirectly arising out of or in any way connected with the performance of any Contract.
- (d) Nothing in these Conditions shall be construed as limiting or excluding the Seller's liability for death or personal injury resulting solely from its own negligence.
- (e) The Seller's total liability for any one claim or for the total of all claims arising from any one or more act or omission or default by the Seller (whether arising from the Seller's negligence or otherwise) shall not exceed the amount relating to the specific Contract associated with that act of omission or default.

7 PAYMENT AND FINANCIAL SECURITY ARRANGEMENTS

- (a) Where no other terms of payment have been specifically agreed in writing, the Seller's terms are cash payment in full in the currency as invoiced to be made prior to delivery of the Goods and/or provision of the Services without any deduction, discount, off-set or counterclaim, free of all charges against the presentation of copy of Seller's commercial invoice/tax invoice (Fax/Email acceptable).

If the payment due date falls on a Sunday or any Monday banking holiday, payment shall be made on the immediate following banking day. If payment due date falls on a Saturday or any other banking holiday(s) excluding Monday, payment shall be made on the immediate preceding banking day. All bank charges at the Buyer's bank shall be for Buyer's account. All bank charges at the Seller's bank shall be for Seller's account.

- (b) Time for making payment by the Buyer shall be of the essence of the Contract.
- (c) The Buyer shall have no right of set-off, statutory or otherwise. The Seller have the right whether or not there is a bona fide payment dispute to withhold any amounts it is due to pay Buyer under the Contract and to set-off against such withheld amounts any amounts that the Seller is due to receive from the Buyer.
- (d) The Seller may at any time in its absolute discretion appropriate any payment made by the Buyer in respect of the Goods and/or Services to such outstanding debt as the Seller thinks fit notwithstanding any purported appropriation to the contrary by the Buyer.
- (e) The Seller reserves the right to modify or terminate credit arrangements (if any) upon written notice to the Buyer, and to require immediate payment for the Goods and/or Services already delivered, and/or prepayment or other financial security acceptable to Seller for further deliveries, including orders pending. Seller may also request the form and/or the level of financial security to be varied at any time as it sees fit and such financial security may not be withdrawn or cancelled by Buyer without prior written consent of the Seller. In the event that Buyer is unable or unwilling to provide

financial security acceptable to Seller, the Seller shall have the right to immediately suspend delivery of the Goods and/or Services under Contract or to terminate the Contract with immediate effect on written notice to the Buyer.

- (f) If the Buyer fails to pay any sum due under Contract or fail to comply with any of the Conditions hereunder, the Seller may at any time in its absolute discretion (and without prejudice to all its rights) terminate the Contract and/or withhold delivery of any further Goods or the provision of any further Services to the Buyer. Any such suspension shall not relieve the Buyer of its obligations.
- (g) Goods and Services Tax and all other applicable sales tax will (if applicable) be charged at the rate prevailing at the time of despatch of the Goods or the provision of the Services.
- (h) Without prejudice to the application of any other provisions hereof and/or to any other remedy available to the Seller herein or otherwise, if the payment could not be received against Seller's invoice on the due date, the Buyer agrees unreservedly and irrevocably that there shall be late payment interest imposed on the Buyer payable at a daily rate of one-tenth (0.1) percent for the period from the date payment is due to the date of Seller's receipt of payment; such interest for late payment shall be payable by Buyer automatically without requirement of notification from Seller regarding such delayed payment.
- (i) Payment on the interest shall be made on the same day of the overdue payment made by the Buyer to the Seller. This shall however not be construed as an indication of any willingness of the Seller to provide extended credit as a matter of course and shall be without prejudice to the Seller's rights and remedies.



8 RESTRICTED OR CONTROLLED GOODS

- (a) In so far as the Goods and/or Services are to be imported or brought into any jurisdiction that is affected, restricted or controlled by law or any other applicable rules and regulations for the time being in force, the Buyer shall: -
- (i) Be solely responsible and shall ensure that it procures and obtain all necessary licences or permits from the relevant authorities to purchase or import these Goods and/or Services in advance;
  - (ii) not be entitled to return any such Goods delivered or to rescind or terminate any Contract in respect of them in the event that the licence or permit issued to the Buyer to purchase or import these Goods is revoked, cancelled, expires or otherwise; and
  - (iii) indemnify the Seller fully against any claim for any and all costs, expenses, loss or damage arising from any misuse of these Goods by the Buyer or any third parties.

9 INDEMNITY

- (a) The Buyer shall indemnify and keep indemnified the Seller against all costs, expenses (including legal costs on a full indemnity basis) and liabilities incurred by the Seller in obtaining or trying to obtain payment of any or all sums of money payable hereunder or in repossessing or trying to repossess the Goods, such sums to be recoverable from the Buyer in addition and without prejudice to the Seller's rights in respect of any breach of the Contract.
- (b) The Buyer undertakes to secure all necessary permits, approvals and licences from the relevant authorities for the purchase or importation of the Goods and shall indemnify and keep indemnified the Seller against any claim, fine or other penalties imposed on the Seller for the Buyer's failure to do so.

10 ENFORCEMENT

- (a) Should it be necessary for the Seller to enforce any of the provisions of the Contract or the Conditions, the Buyer agrees and undertakes at its own cost and expense to indemnify and keep indemnified the Seller for all costs, expenses (including legal costs on a full indemnity basis) and liabilities that the Seller may incur.

11 FORCE MAJEURE

- (a) The Seller shall not be liable to the Buyer for any loss or damage whatsoever or howsoever occasioned if it is unable to carry out any provisions of the Contract for any reason beyond their control including (but without limitation) Acts of God, Government action or regulations (Singapore or otherwise), war, civil commotion, epidemic, fire, flood, drought, failure of power supply, lock out, strike, stoppage, arrest of vessels or other action by employees or third parties in contemplation or furtherance of any dispute, delay by suppliers, accident or shortage of materials, fuel, labour or manufacturing facilities.
- (b) The Seller shall notify the Buyer as soon as reasonably practicable after the circumstances preventing performance arise. During the continuance of such a contingency, the Seller may within its absolute discretion, withhold, reduce or suspend performance of its contractual obligations so far as they are prevented or hindered by such contingency without liability to the Buyer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction or suspension.
- (c) If such contingency continues for more than three (3) months or where the Seller reasonably apprehends that it may continue for more than (3) months, the Seller may at its sole discretion cancel the Contract.
- (d) If the Contract is cancelled in this way, the Seller will refund any payment which the Buyer has already made on account of the Contract price (subject to the deduction of any amount the Seller is entitled to claim from the Buyer for any Goods delivered or Services provided or otherwise) and the Seller shall have no further liability to the Buyer whatsoever.

12 **SUBSTITUTION**

- (a) Should any materials or parts of the Goods or Services specified or required for completion of the Contract hereunder be unavailable for the timely satisfaction of an Order, a substitute deemed by the Seller in its sole discretion to be suitable for the intended purpose, as understood by the Seller, will be supplied if available and shall be accepted by the Buyer in full satisfaction of performance of the Seller's obligation in that respect.
- (b) In the event that the Seller is unable to obtain a substitute which the Seller deems suitable for the unavailable material or part or Goods or Services, the Seller's obligation to complete performance shall, upon notification to the Buyer, be suspended until such time as the materials or services previously unavailable or a substitute therefor as provided for above become available and any necessary adjustment to the price shall be made by the Seller.

13 **NO WAIVER**

- (a) No waiver of any of the Seller's rights under the Contract shall be effective unless made in writing and signed by the Authorised Representative of the Seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Seller's rights in relation to different circumstances or the recurrence of similar circumstances.

14 **NOTICES**

- (a) All notices, requests, demands and other communications that are required or may be given under any Contract shall be in writing and deemed to have been duly given: (i) when received, if personally delivered; (ii) when transmitted, if transmitted by telex, facsimile or electronic mail; and (iii) upon receipt, if sent by certified or registered mail, return receipt requested or if sent by a recognized overnight delivery service; provided, that a notice given in accordance with this Clause 14 but received on a non-working day or after business hours in the place of receipt shall be deemed to be given on the next working day in that place.

15 CONSTRUCTION AND JURISDICTION

- (a) Singapore Law shall govern the construction and operation of the Contract and these Conditions and the parties hereto submit to the non-exclusive jurisdiction of the Courts of Singapore in respect of any dispute arising out of or in connection with the Contract and/or these Conditions. Nothing herein however shall be deemed to limit the right of the Seller to commence legal proceedings against the Buyer in any other jurisdiction as it deems fit.
- (b) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall be in force and not be voided thereby.
- (c) The headings used in these Conditions are inserted for convenience only and shall be ignored in construing these Conditions.
- (d) In these Conditions, words importing the singular number shall include the plural and vice versa and words importing the neuter shall include the masculine and feminine gender and vice versa.



Jonathan Tan

Chief Executive Officer  
Future Synthetics Limited

ANNEX A – FUTURE SYNTHETICS GROUP OF COMPANIES

Future Synthetics Pte Ltd (Reg 201629987W)

Future Synthetics (Middle East) FZC (Reg 8468)

Future Synthetics Trading (Malaysia) Sdn. Bhd. (Reg 1184335-H)

Future Synthetics (Malaysia) Sdn. Bhd. (Reg1026123-P)

PT Future Synthetics Indonesia (09.05.01.09.91244)