

FUJITSU ASIA PTE LTD – TERMS AND CONDITIONS OF SALE

1. General

The Transaction is governed by the Terms unless Seller has signed a separate agreement with Buyer and it is the parties' intention that the terms of such agreement govern the delivery of the Deliverables. Buyer's signature on the Quotation, issuance of a purchase order pursuant to the Quotation, acceptance of delivery of the Deliverables, or using and/or accessing the Deliverables, whichever earlier, is deemed as Buyer's acceptance of the Quotation and the Terms. All other terms or conditions are hereby rejected and shall not bind Seller in any way. Except where expressly specified in the Terms, in the event of any conflict between the Terms and the Quotation, the Terms shall prevail.

2. Definitions

"**Buyer**" means the customer identified in the Quotation. "**Confidential Information**" means any information regarding the business affairs, developments, trade secrets, know-how, personnel, customers, suppliers, specifications, drawings, designs, descriptions, operational and testing information, technical information and data, and all other information which is designated as confidential by explicit identification or from the context of disclosure are deemed to be confidential or proprietary information. "**Deliverables**" means the Products and/or Services. "**Force Majeure Event**" means circumstances which are beyond the reasonable control of Seller, including, but not limited to refusal or evocation of license, industrial dispute, impossibility of obtaining materials, strikes by employees of a third party, fires, wars, acts of God, governmental controls, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections or power failures. "**Price**" means the amount to be paid by Buyer in the Quotation (as may be varied under the Terms). "**Product(s)**" means the product(s) (including software and programs) stated in the Quotation to be supplied (or licensed, in the case of software and programs) by Seller in the Transaction. "**Quotation**" means this quotation and any schedules to it or other items referred in it but excludes any other printed terms and conditions of sale or purchase or other forms of documents. "**Seller**" means the Fujitsu company issuing the Quotation. "**Services**" means any service(s) stated in the Quotation to be provided by Supplier including, but not limited to, customizing, installation, commissioning, maintenance, technical support, consulting and training. "**Terms**" means these Terms and Conditions of Sale. "**Transaction**" means the legally binding contract between Seller and Buyer formed upon Buyer's acceptance of the Quotation and the Terms, in accordance with Clause 1. "**Validity Period**" means the validity period stated in the Quotation, or if not stated in the Quotation, then within 14 days from the Quotation date.

3. Price

Buyer shall pay Seller the Price in the currency set out in the Quotation.

4. Validity Period

Seller's Quotation shall be valid for the Validity Period.

5. Changes to Quotation

Before Buyer's acceptance of the Quotation, Seller reserves the right to withdraw or issue a fresh quotation which would supersede the Quotation.

6. Invoicing and Payment

Buyer shall pay all invoiced sums without any counter claims, set offs or deductions within the time period stated in the Quotation, or if not stated in the Quotation, then within 30 days from the invoice date. Buyer shall pay interest on all invoiced sums which remain unpaid after their due date at the rate of 1.5% (or the highest rate permitted under law) for each month (or part thereof) of delay until full payment is made.

7. Taxes

The Price is exclusive of all taxes, duties and levies imposed by any domestic or foreign governmental authority in respect of delivery of the Deliverables. All such taxes, duties and levies shall be paid by Buyer (except for taxes based on Seller's income).

8. Delivery, Title and Risk of Loss

Buyer acknowledges that the Transaction is conditional upon Buyer's reasonable and timely cooperation and the accuracy and completeness of any information needed from Buyer. All delivery dates are estimates only. In no circumstances shall Seller be liable to Buyer for any loss or damages arising from non-delivery or late delivery of the Deliverables. Ownership and risk of loss or damage in the Products shall pass to Buyer upon delivery.

9. Acceptance

The Deliverables are deemed accepted by any of the following actions of Buyer, whichever is earlier: (a) the absence of any written rejection of the Deliverables within 5 days of delivery; (b) in relation to Products, Buyer does any act that is inconsistent with Seller's ownership of the Products; or (c) Buyer has paid for the Deliverables. Upon such acceptance, Buyer is deemed to have waived all claims against Seller in relation to the Deliverables.

10. Storage

If Seller cannot effect delivery of the Products for reasons attributable to Buyer, Seller shall, at its sole discretion and upon written notification to Buyer, place the Products in an appropriate storage location. Buyer shall pay all handling, insurance, storage charges and all incidental charges relating thereto, and shall assume the title and risk of loss or damage to such Products once Products are placed in the storage location. Nothing herein shall affect Seller's right to invoice for the Products; Products placed in storage are deemed properly delivered to Buyer.

11. Force Majeure

Seller shall not be liable for any delay or failure in the delivery of the Deliverables where such delay or failure is due to a Force Majeure Event. If there is a Force Majeure Event, the time of delivery shall be extended until the Force Majeure Event has ceased. Notwithstanding anything herein to the contrary, Seller would have the right, at any time during or after the Force Majeure Event, to cancel the Transaction or any part thereof without liability.

12. Services

Buyer will make available appropriate personnel and resources and prompt access to such information and facilities as Seller may reasonably require to provide the Services. Seller will be entitled to impose reasonable additional charges in the event of any modification to or delay in the provision of any Service as a result of Buyer's default. Seller shall employ reasonable care and skill in performing the Services and take reasonable steps to avoid or ameliorate any default on its part in carrying out the same. If Buyer obstructs or hinders Seller's provision of the Services, and fails to remedy such obstruction or hindrance within 5 days from the date that Seller notifies Buyer, Seller is entitled to terminate the Transaction forthwith.

13. Maintenance Services

If the Services includes maintenance services, the provisions of Annex A shall apply.

14. Confidentiality

Each party agrees that all Confidential Information revealed by the other party shall only be disclosed to those of its employees, affiliates, advisors, contractors or subcontractors who are subject to obligations of confidentiality, strictly on a need-to-know basis and only for the purposes of ensuring the performance of its obligations under the Transaction.

15. Manufacturer's Warranty for Products

Warranty for the Products shall be as specified in the Quotation, or if not specified in the Quotation, then by the manufacturer of the Products. Seller shall at its sole discretion repair or replace any Product that Buyer has notified Seller does not comply with the manufacturer's warranty during the applicable warranty period and Seller has confirmed to be defective. The replaced Product shall carry the remaining warranty period of the original Product.

16. Limitation of Liability

Except for death or personal injury caused by Seller's negligence, Seller's aggregate liability for any and all claims arising out of or in connection with the Transaction (whether in contract, tort or otherwise), is limited to a maximum of (a) in relation to Products, the Price paid by Buyer for such Products; (b) in relation to Services (excluding maintenance services), the Price paid by Buyer for such Services; and (c) in relation to maintenance services, the annual maintenance Price paid by Buyer in the year in which the damage or loss arose. Notwithstanding anything in the Terms to the contrary, under no circumstances shall Seller be liable for loss of production, loss from business interruption, loss of or corruption to data, loss of profits, loss of anticipated savings, loss of goodwill or any indirect, incidental, special or consequential damages, losses or expense, even if Seller has been advised of the possibility of such damages.

17. Warranties

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE DELIVERABLES.

18. Intellectual Property Rights

Seller and its licensors retain all intellectual property rights in all Deliverables. Subject to the Terms and any other license terms provided to Buyer, Buyer is granted a non-exclusive and non-transferable license to use the Deliverables, in such form, for such purpose, and in the country, that the Deliverables were initially delivered. If any Product has been manufactured or sold by Seller to meet Buyer's particular specifications or requirements, Buyer agrees to release, defend, indemnify and hold Seller harmless against all actions, claims and demands in connection with any actual or alleged infringement of any third party's intellectual property rights because of the manufacture, sale or use of such the Product, which may be instituted against Seller. Buyer shall follow all reasonable instructions that Seller gives from time to time with regard to the use of intellectual property rights of Seller and/or its licensors.

19. Revocation of Credit

Notwithstanding Clause 6, Seller reserves the rights at any time to revoke any credit extended to Buyer as a result of Buyer's failure to pay for any Deliverables when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery.

20. Export Regulations

Seller adheres to a strict policy of compliance with the export laws and regulations of the US, Japan, Singapore and all other nations concerning the purchase and sale of the Products. If Buyer resells, transfers title and/or right to use the Products (in whole or in part) to a third party or exports the Products, Buyer shall strictly comply with the export control laws and regulations of the US, Japan, Singapore and all other applicable nations concerning the purchase, sale and use of the Products. Buyer shall not export, re-export, resell, transport or transfer or cause the export, re-export, sale, transport or transfer of the Product to a third party if it knows or has reason to believe that the Products are to be used in connections with nuclear, chemical or biological weapons, for missile technology or for other military application or for any other reason that may cause a violation of any related export laws, rules or regulations or breach a related export license or licensing requirement. Buyer releases, defends, indemnifies and holds Seller harmless against all actions, claims and demands which may be instituted against Seller in connection with a breach of this Clause by Buyer and/or any other person for whose acts or omissions that Buyer is vicariously liable.

21. Audit

Buyer must, for a period of 7 years or longer if required by law, maintain all records for each Transaction and compliance with Clauses 20 and 22. At Seller's request, Buyer must, at no additional cost to Seller, provide to Seller and its internal and external auditors, inspectors, regulators and other agents or representatives, access at reasonable times and on reasonable notice to Buyer's premises, to validate such records.

22. Compliance with Law and Corporate Social Responsibility

Buyer shall at all times during the term of the Transaction comply with (a) all applicable laws, regulations, local country standards and government policies, guidelines, codes of practice; and (b) all instructions, policies, guidelines and codes of conduct stipulated by Seller, including but not limited to those found at <http://www.fujitsu.com/global/about/philosophy/>. Buyer will not offer to give to any employee, agent or representative of Seller any gratuity, compensation, gift, remuneration or benefit for the purposes of influencing that person with respect of the Transaction. Buyer shall ensure that its personnel do not accept gratuities which would influence their impartiality or create a conflict of interest or create the appearance of a bribe or impropriety, relative to the Transaction. Buyer shall at all times comply with the applicable laws relating to anti-bribery including but not limited to the OECD Convention policies against corruption, the US Foreign Corrupt Practices Act, the UK Bribery Act and the Singapore Prevention of Corruption Act (the "**Applicable Anti-Bribery Laws**"). Buyer shall not engage in any activity, practice or conduct which would constitute an offence under the Applicable Anti-Bribery Laws. Buyer shall have and maintain in place throughout the term of the Transaction its own policies and procedures to ensure compliance with the Applicable Anti-Bribery Laws and will enforce them where appropriate. Buyer shall (i) not use child labor or involuntary labor of any kind; (ii) treat all its employees with dignity and respect; (iii) not illegally discriminate in hiring and employment practices; (iv) provide its employees with a safe and healthy workplace; (v) not tolerate or be involved in any form of corruption or bribery; and (vi) comply with all applicable environmental regulations and standards.

23. Entire Agreement

The Quotation and the Terms constitute the entire agreement between the parties relating to the subject matter of these terms and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them. Each party acknowledges that in entering into the Transaction it does not rely on any oral or written representation, warranty or other assurance that is not set out in the Quotation or the Terms. Buyer agrees that its only claim in respect of Seller's representations and warranties that are set out in the Terms shall be for breach of contract, and waives all rights and remedies which might otherwise be available to it in respect thereof except that nothing in this Clause shall limit or exclude any liability for fraud.

24. Termination and Cancellation

Buyer shall not cancel or terminate for convenience the Transaction without the prior written consent of Seller. Either party may terminate the Transaction by way of written notice to the other party if the other party (a) becomes insolvent or bankrupt, files for reorganization under the bankruptcy laws, or makes an assignment for the benefit of its creditors; or (b) fails to remedy a material breach within 30 days from the date of written notification by the first party. Upon termination of the Transaction for any reason, Buyer shall pay Seller the Price of such part of the Deliverables that has already been delivered/performed. In addition, Buyer is liable to reimburse Seller for all costs (including the cancellation fee, if stated in the Quotation), damages and/or claims in connection with or arising out of a termination of the Transaction.

25. Subcontractors

Seller may use sub-contractors to delivery/perform the Deliverables.

26. Governing Law And Jurisdiction

The Quotation and the Terms shall be governed by and construed according to the laws of Singapore and the parties submit to the non-exclusive jurisdiction of courts in Singapore.

27. Miscellaneous

Third Party Rights. Nothing herein confers or purports to confer on any third party any benefit or any right to enforce the Quotation or any Clause of the Terms pursuant to the Singapore Contracts (Rights of Third Parties) Act. **Severance.** If any Clause of the Terms is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that Clause shall, to the extent required, be deemed not to form part of the agreement between the parties, and the validity and enforceability of the other Clauses shall not be affected. **Amendments and Modifications.** No amendments or modifications to the Quotation or Terms are binding unless made in writing and signed by the duly authorized representatives of each party. Employees of Seller are not authorized to enter into oral collateral agreements or to give verbal guarantees beyond the contents of a written contract. Seller is entitled to assign, delegate or transfer all or any part of its rights or obligations under the Transaction upon providing Buyer with prior written notice. **Waiver.** No failure on the part of Seller to exercise, and no delay in exercising, any right hereunder or under the Quotation or the Terms shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. **Survival.** Notwithstanding anything to the contrary in the Terms, the expiration or termination of any Quotation shall not affect or prejudice any provisions of the Terms which are expressly or by implication intended to continue in effect after such expiration or termination.

ANNEX A

A. Maintenance Services

Maintenance services comprise (a) inspection, testing and diagnosis (whether onsite or remotely) of any fault reported by Buyer for the Products (excluding supplies/ consumable items such as ribbons, toner, papers, printer heads, printwheels, platens, mouse, magnetic recording media and battery units); (b) repairs, replacement of parts, cleaning, lubrication or adjustment as deemed necessary by Seller to remedy Products' fault; and/or (c) where Products include software, provision of fixes, phone and e-mail support as Seller deems necessary so that Products remain in substantial conformity with its operating specifications, however this excludes provision of new releases, version upgrades, enhancements and functional changes to the Products.

B. Availability of Maintenance Services

Maintenance services will be provided upon Buyer's request, between 9.00 a.m. to 5.00 p.m., Mondays to Fridays (excluding public holidays) unless otherwise set out in the Quotation. Seller will use its reasonable endeavours to respond to a request for maintenance services. Maintenance services outside of the above-mentioned hours will be charged at Seller's prevailing rates.

C. Excepted Services

Maintenance services do not include (a) painting or refinishing of the Products; (b) relocation or transportation of the Products; (c) electrical work external to the Products; (d) the provision of supplies for use in association with the Products including furnishing peripherals and consumables, repair/replacement tapes, printing ribbons, print-heads and toners; (e) any modification, alteration or removal of or attachment to the Products; (f) consumable parts such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; and (g) the correction of any fault of Products due to (i) Buyer's failure to maintain a suitable environment as per manufacturer's specifications such as failing to maintain power supply, air conditioning or humidity control; (ii) Buyer's neglect or misuse or failure to operate Products in accordance with manufacturer's instructions or for the intended purposes; (iii) alteration, modification, tampering or maintenance of the Products by a party not authorised by Seller; (iv) reinstallation, relocation and/or removal of Products unless conducted by Seller; (v) defective/unauthorised supplies or software used with Products; (vi) any damage caused by accident, abuse, misuse, fire, liquid contact, earthquake, lightning, fire, wind, transportation, vandalism, burglary or other external cause; (vii) recovery or reconstruction of any data or programs lost or damaged as a result of any breakdown of or fault in the Products when no proper backups are available; (viii) system administration or data base administration work on the system; (ix) functional improvements and change requests to the existing system; (x) third party back-end packages that was not installed or supplied by Seller; (xi) changes or alterations in specifications; (xii) maintenance of peripherals, attachments, equipment, associated equipment or other devices not furnished by Seller and/or do not form part of the Products; (xiii) electrical or other environmental work external to the Products; (xiv) Buyer's refusal to accept a new release or update of the Products; and (xv) cosmetic damage, including but not limited to scratches and dents. In addition, Seller is entitled to impose additional charges if maintenance services are provided in circumstances where a reasonably skilled and competent worker would have judged Buyer's request for maintenance services to have been unnecessary.

D. Buyer's Obligations

Buyer undertakes to cooperate with Seller by (a) granting Seller access to the Products and any assistance (including providing Buyer's employees who are familiar with the Products) as Seller shall from time to time reasonably require; (b) making available such equipment and facilities as Seller may reasonably require including, without limitation, adequate work space storage, office furniture, electrical outlets and telecommunication facilities; (c) making available the Products and supplying all documentation and other information required by Seller; (d) not allowing any persons who has not been authorised in writing by Seller to modify, adjust or repair the Products; (e) keeping and operating the Products in a proper and prudent manner in accordance with the operating instructions, and ensuring only trained and competent employees are allowed to operate the Products; (f) not using in conjunction with the Products any accessory attachment or additional products other than those supplied or approved in writing by Seller; (g) keeping Seller informed in writing of any movement/relocation of the Products; (h) ensuring that proper environmental conditions are maintained for the Products, and maintaining in good condition the accommodation of the Products, the cables and fittings associated therewith and the electricity supply thereto; (i) ensuring that the external surface of the Products is kept clean and in good condition, and carrying out any minor maintenance recommended by Seller; and (j) keeping back-up copies of Buyer's programs, databases and computer records in accordance with best computing practice and Seller will not be held responsible for any loss of Buyer's programs, data and files.

E. Replacement of Parts

Seller reserves the right to supply new or reconditioned replacement parts in the performance of its duties hereunder. For the avoidance of doubt, all parts that have been removed from the Products pursuant to such replacement shall become the property of Seller.

F. Safety/ Engineering Changes and Software Patches

Subject to Buyer's approval, Seller will install safety/engineering changes and software patches in Products as Seller deems necessary and Buyer shall pay such additional charges.

G. Remedies

If Seller breaches any provision under Annex A, Seller shall at its sole option and discretion (a) replace the defective Product or any part thereof; (b) re-perform the maintenance services; or (c) refund such unutilized portion of the Price paid by Buyer for maintenance services in the year in which the damage or loss arises.

H. Maintenance Term

Maintenance services are provided for the duration stated in the Quotation. Any extension or renewal of the maintenance services shall be subject to the mutual agreement between the parties. If a Product reaches or is reaching end of life or end of support life during the Maintenance Term, Seller and Buyer will negotiate in good faith for Seller to explore alternatives for the continuation of maintenance services. Notwithstanding anything herein to the contrary, Buyer shall not be entitled to any refund should the Maintenance Services be cancelled or terminated for convenience by Buyer, or if Seller terminates the Transaction for reasons attributable to Buyer.