

Fu Yu General Purchase Terms and Conditions for Vendors

Please read these Terms and Conditions carefully as these relate to the procurement practices of Fu Yu Corporation Limited and its related corporations and our entities (collectively, “Us”) or each a “Buyer”) which shall govern the Buyer's purchases from its vendors. Upon acceptance of the Buyer's purchase order by the vendor (“Vendor”), the “You”), the Vendor shall supply and the Buyer shall purchase goods or services (“Products”) from the Vendor in accordance with these terms and conditions.

1. General

- 1.1 By us placing orders with you/a Buyer, you confirm that you accept these terms and conditions herein (these “**Terms and Conditions**”) and that you agree to comply with them. You also agree to comply with any and all terms, guidelines, notices, policies, and instructions as well as any amendments to the aforementioned, issued by us, from time to time. In the event of any inconsistency between these Terms and Conditions and your terms and conditions or any other agreements originating from you, these provisions shall prevail. You may determine if any such amendment has taken place by referring to the date on which these Terms and Conditions were last updated.
- 1.2 You represent and warrant to us that: (i) you have the authority to, and are of legal age in your jurisdiction to, bind yourself and your organisation to these Terms and Conditions; (ii) your Products will not infringe or misappropriate the intellectual property of any third party and will comply with all local laws, rules, and regulations.
- 1.3 You acknowledge and agree that our communications, any requests for quotations, provision of quotations and purchase of any Products may also be subject to other terms and conditions (where applicable) in addition to these Terms and Conditions which may be featured in our master agreement contracts, master purchase agreements, quotations, non-disclosure agreements and others.

2. Sample Submission and Product Specifications

- 2.1 The participating Vendor shall submit samples (each cavity if applicable) as specified by the Buyer for the Buyer's quality assurance approval, and must include all product specifications, all FA reports with all required details. The first sample and article(s) provided by the Vendor must comprise information requested in writing by the Buyer.
- 2.2 All Products supplied by the Vendor shall meet such requirements (including but not limited to drawings, designs, documents) as specified by the Buyer and/or the Buyer's customers in the purchase order.

3. Purchase Order

- 3.1 Each purchase order issued by the Buyer shall specify the details of the Products to be delivered to the Buyer and the timing of such delivery. Upon receipt of any purchase order, the Vendor shall confirm its acceptance through a written notice in a form that may be prescribed by the Buyer in writing

within two (2) working days upon receipt of the purchase order from the Buyer, failing which the purchase order shall be deemed to have been accepted by the Vendor.

3.2 The Buyer may issue blanket orders (i.e. without specific details of the delivery timings) to the Vendor in writing. In such cases, the Vendor shall deliver the Products to the Buyer in accordance with the delivery plan notified to the Vendor.

3.3 In the event the Buyer requires any changes to the purchase order, the Buyer shall notify the Vendor of such changes in writing, and the Vendor shall use its best efforts to accommodate such changes. Upon confirmation by the Vendor, the Buyer shall issue a revised copy of the purchase order reflecting such changes.

4. Delivery

4.1 Each delivery of the Products shall be accompanied by a Certificate of Compliance or such other forms as prescribed by the Buyer and a delivery note containing the Buyer's purchase order number, the part number, quantity of Products delivered and drawing (if any).

4.2 For overseas Vendors, the Vendor's invoice, packing list, Bill of Lading or Air Way Bill shall be faxed or sent by electronic means to the Buyer prior to delivery of the Products, with the original copies mailed to the Buyer within one (1) week thereafter.

4.3 The Vendor shall ensure there is proper and robust packaging to protect the Products against damage from transportation, handling, and/or storage, and shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Product. Unless otherwise agreed in writing by the Buyer, all packaging costs shall be borne by the Vendor. The Vendor shall ensure that pallets, if used in any delivery, shall conform to such size specifications stipulated by the Buyer, failing which the Products may not be accepted.

4.4 The Vendor shall deliver the Product to the Buyer's warehouse or such other address as may be indicated in the "*Ship to Address*" section of the Buyer's purchase order. The Vendor shall ensure and procure its delivery personnel abide by the Buyer's health, safety and security policies, rules and regulations during delivery of the Products.

4.5 Unless specified by the Buyer, the Buyer will accept deliveries during its warehouse operating hours.

4.6 The Vendor shall deliver the Products in accordance with the delivery instructions in the purchase order. In the event the Vendor delivers any Products in excess of the quantity stated in the purchase order, the Buyer shall be entitled to reject delivery of the excess and return such excess to the Vendor at the Vendor's risk and expenses.

4.7 In the event the Vendor for any reason anticipates any difficulty in complying with the required delivery date or in meeting any other requirements of the purchase order, the Vendor shall promptly notify the Buyer of the reason of such situation and propose a revised delivery schedule in writing, such delivery shall be by the fastest delivery means available (including premium air shipment) at the Vendor's cost and compensate the Buyer for any loss or damages incurred arising from the delayed delivery.

- 4.8 If the Vendor fails to complete the supply of Products by the date(s) specified in the purchase order, the Buyer shall have the right to cancel all or any part of such Products from the purchase order without compensation to the Vendor and to obtain the same (including similar or equivalent Products in the case where the exact Products are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Vendor or shall be recoverable as damages.
- 4.9 Time shall be of the essence for all purchase orders and the Vendor shall supply the Products within the timelines/deadlines set out in the purchase order(s) or as otherwise agreed in writing between the Buyer and the Vendor.

5. Payment

- 5.1 All invoices issued by the Vendor shall provide the applicable purchase order and attach the applicable delivery note duly signed and stamped by the Buyer as acknowledgement of delivery of the Products.
- 5.2 Unless otherwise stated in the purchase order, payment term shall be 60 days end of month.
- 5.3 The Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach by the Buyer nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay any undisputed amounts on any invoice that is the subject of any dispute within the time periods specified in Clause 5.2 above. The Vendor's obligation to supply the Products shall not be affected by any dispute.
- 5.4 Payments made to the Vendor shall not:
- (a) be considered evidence of the quality of any Products to which such payments relate;
 - (b) prejudice any of the Buyer's rights to reject Nonconforming Products (as defined below) and the corresponding rights to obtain replacement of Products either by the Vendor or otherwise.

6. Quality

- 6.1 The Buyer shall have the right, but not the obligation, to inspect all Products furnished. In the event that any of the Products is found to be nonconforming, defective, of inferior quality or workmanship, not fit for purpose, not as warranted or guaranteed, or fails to meet any other requirements of the purchase order ("**Nonconforming Products**"), the Buyer shall notify the Vendor in writing details of the Nonconforming Products. The Vendor shall at its own costs and without prejudice to the timelines/deadlines to be met under the purchase order and/or these terms and conditions :
- (a) re-perform or correct any deficiencies in the Products that are rejected; and/or

- (b) remove and replace the Products that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with the purchase order(s) or these terms and conditions; and
- (c) provide the Buyer with a "Corrective Action Report" in the Buyer's prescribed form upon the Buyer's request.

- 6.2 In the event that the Vendor is unable, or fails to rectify the deficiencies in the Nonconforming Products in accordance with Clause 6.1, the Buyer shall be entitled to cancel all or any part of such Products from the purchase order without compensation to the Vendor and to obtain the same (including similar or equivalent Products in the case where the exact Products are not available) from other sources and all increased costs incurred and any loss or damages incurred to the Buyer to its customers, shall be deducted from any moneys due or to become due to the Vendor or shall be recoverable as damages.
- 6.3 The Vendor shall, if required, work closely with the Buyer's customers to rectify or replace any Nonconforming Products. In the event the Vendor is unable to rectify or replace the Nonconforming Products as requested by the Buyer or the Buyer's customers, the Buyer may at its election, conduct such rectification or replacement and all related and resulting costs shall be at the Vendor's cost and expense.
- 6.4 Any removal of Nonconforming Products shall be undertaken by the Vendor immediately or as soon as practicable from the date of the Buyer's notice as specified in Clause 6.1, failing which, the Buyer shall be entitled to dispose of such Nonconforming Products at the Vendor's cost and expense.
- 6.5 The Vendor shall permit the Buyer to enter the Vendor's premises at reasonable times to determine the Vendor's compliance with the purchase order. This provision shall include the right to inspect and test all Products, quality control system manufacturing process, tooling workmanship and condition of storage. Failure to test or inspect will neither relieve the Vendor of any liability for defects nor create any liability on the part of the Buyer for non-inspection.
- 6.6 All quality system records in connection with the Products supplied to the Buyer shall be retained for at least three (3) years unless otherwise specified by the Buyer.

7. Flexibility

The Vendor agrees that any sales forecasts, quantity purchase estimates or similar projections received from the Buyer are for planning purposes only and do not represent any commitment by the Buyer to make any purchases from the Vendor. The Buyer has no obligation to make any purchases from, or otherwise compensate, the Vendor for any of the Vendor's products or unfinished raw materials that are not covered in any purchase order.

8. Representations and Warranties

- 8.1 The Vendor hereby represents, warrants and undertakes to the Buyer that:
- (a) all Products supplied by the Vendor shall meet such requirements and specifications (including but not limited to drawings, designs, documents) as specified by the Buyer;

- (b) all Products will be fit for the purpose of being manufactured, marketed and sold by the Buyer as part of its business, and for the purpose of being utilised by the Buyer's customer(s);
- (c) the Products will be manufactured, supplied and delivered in accordance with all applicable laws, regulations and safety standards (including without limitation the laws, regulations and safety standards of Singapore, the European Union and FDA regulations, the regulations in the People's Republic of China). The Vendor shall, upon request, to provide material composition information in relation to the implementation of the European Union's Restriction on Hazardous Substances (RoHS) Directive and other environmental declarations; and
- (d) The Vendor satisfies all requirements of all national and international customs and foreign trade law applicable to the Products

8.2 The Vendor hereby undertakes to indemnify and hold harmless the Buyer from and against all losses, liabilities, obligations, damages, judgments, deficiencies, claims, demands, suits, proceedings, arbitration, assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnity and reasonable legal fees and expenses), suffered or paid by the Buyer, directly or indirectly, as a result of or arising out of any breach of the warranties, undertakings and covenants given by the Vendor or any misrepresentation by the Vendor or for any breach of any term or condition herein and in any purchase order.

9. Changes to the purchase order

- 9.1 The Buyer reserves the right, at any time, to make changes to any purchase order (including any change of material, price or modifications to the order) by providing reasonable notice in writing to the Vendor in advance.
- 9.2 No changes to a purchase order may be made without the Buyer's prior written consent. Should there be an changes to the product or design, the Vendor must first notify the Buyer with reasonably advance notice in writing. Only upon written confirmation from Buyer (in its sole and absolute discretion) shall the Vendor proceed with the approved changes.

10. Insurance

The Vendor shall maintain in force, with a reputable insurance company, work injury compensation insurance and public liability insurance in an amount not less than the amount prescribed by any applicable laws or regulations or the aggregate value of all purchase orders whichever is higher, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11. Cancellation

- 11.1 The Buyer may at any time, cancel any purchase order by giving oral or written notice to the Vendor, upon the occurrence of any of the following:
 - (a) a breach of any of the purchase order or any of these terms or conditions by the Vendor (including but not limited to failure by the Vendor to fulfil any of its obligations with respect to delivery or quality of the Products), and in the case of a breach capable of remedy, any failure to remedy the

same within the fourteen (14) days of receipt of a written notice from the Buyer setting out the particulars of the breach and requiring such breach to be remedied;

- (b) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Vendor and the same is not discharged or discontinued within 1 month of its commencement, or if the Vendor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;
- (c) the Vendor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
- (d) a writ of distress or execution or other process of any court is levied or issued against any property of the Vendor and is not withdrawn within 1 month of its commencement; or
- (e) the Vendor ceases to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction.

11.2 The termination or cancellation shall take effect from the date of the written notice. In the event the Buyer provides the Vendor with oral notice of termination, the Buyer shall provide confirmation in writing to the Vendor within twenty-four (24) hours of such the oral notice, following which termination shall be deemed to have taken place as at the date of the oral notice.

11.3 Subject to Clause 5.3 and 5.4, neither party shall be liable to the other by reason of such termination save that the Buyer shall pay the Vendor the price of the Products that have been supplied and accepted by the Buyer. The Vendor shall refund the balance of any payments or deposits (if any) made after deducting any outstanding sums owing by the Buyer to the Vendor by reason of this Clause.

12. Sub-contracting and Assigning

The Vendor shall not sub-contract or assign the whole or any part of the purchaser order without the written consent of the Buyer. The Vendor shall be fully responsible for all acts or omissions of any sub-vendors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Vendor.

13. Confidentiality

13.1 Except with the written consent of the Buyer, the Vendor shall not disclose any purchase orders or any information issued or furnished by or on behalf of the Buyer to any person.

13.2 In addition, the Vendor shall not make use of any information obtained directly or indirectly from the Buyer or compiled or generated by the Vendor which pertains to or is derived from such information, other than use for the purposes of fulfilling any purchaser order, without the prior written consent of the Buyer.

13.3 The Vendor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under any purchaser order or any queries from or interactions with, the Buyer, in any media without the prior written consent of the Buyer. For the avoidance of doubt, this restriction includes any citation that the Buyer is or was a customer of the Vendor.

14. Force Majeure

14.1 If the Vendor or the Buyer is unable to perform its obligations hereunder by any Force Majeure Event, it shall promptly notify the other party of the nature and extent of the circumstances in question.

14.2 Circumstances amounting to force majeure are events of any strike, lock-out, enemy action, hostilities, riot, civil commotion, or any circumstances, whether or not of a similar nature to the foregoing, as long as it causes the cessation or disruption of or substantial interference with the performance of the purchase order(s) by the Vendor which is not within the Vendor's control ("**Force Majeure Event**").

14.3 Neither Party shall be deemed to be in breach of their obligations under any purchase order for any delay in performance or the non-performance of any of its obligations under any purchaser order, to the extent that the delay or non-performance is due to any Force Majeure Event of which it has notified the other Party.

14.4 In the event there is a delay or non-performance of the purchase order due to any Force Majeure Event, parties shall discuss in good faith on the performance of the purchase order, including the Vendor using its best efforts to procure delivery of the Product(s) by the fastest delivery means available (including premium air shipment) at the Vendor's cost and compensate the Buyer for all loss and damages it incurs to its customers. For the avoidance of doubt, notwithstanding any discussions, the Buyer shall be entitled to cancel all or any part of such Products from the purchase order without compensation to the Vendor and to obtain the same from other sources and to be compensated for all loss and damages it incurs to its customers.

15. Ethics and Social Responsibilities

15.1 The Vendor acknowledges the Buyer conducts its business activities in accordance with a set of values and guidelines that governs its corporate social responsibilities. The Vendor shall abide by and adhere to such values, codes of conduct and guidelines, as made available via the Buyer's website, <http://www.fuyucorp.com>, and such other policies that may be laid down by the Buyer from time to time.

15.2 The Vendor further acknowledges the Buyer's commitment to integrity and ethical conduct. The Vendor shall not engage in any corrupt act or practice (or similar conduct) or any act which would violate any applicable anti-bribery or anti-corruption law, including but without limitation to, fraud, false declaration, impersonation, offer of bribes or other improper payments or any gratification to the Buyer or third parties with the intention of obtaining or retaining any business or an improper advantage.

15.3 The Vendor does not engage in forced labour or illegal practices in its labour force. The Vendor has conducted a thorough review of its supply chain, including any sub-tier suppliers or contractors, and has concluded that there are no practices of forced or illegal labour practices. If the Vendor has discovered is or is aware of any such forced or illegal labour practices, it has taken all necessary steps to remove such practices and risks.

16. Miscellaneous

16.1 These Terms and Conditions and the purchase order provisions constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior oral or written understandings between the parties. No amendments, modifications or supplements to these terms shall be enforceable or binding upon the parties unless agreed in writing.

16.2 A failure by us to exercise or enforce any rights conferred upon us by these Terms and Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

16.3 If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable under applicable law, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

16.4 Save for any Fu Yu related entities, a person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms and Conditions, and the application of the Contracts (Rights of Third Parties) Act is expressly excluded.

16.5 We may assign or transfer any of our rights and obligations under these Terms and Conditions to any third party without prior notice to you or consent by you. You may not assign or transfer any of your rights or obligations under these Terms and Conditions to any third party without our prior written consent.

16.6 All disclaimers, indemnities and exclusions in these Terms and Conditions shall survive termination of the engagement or any agreement between us for any reason.

16.7 Nothing in these Terms and Conditions and purchase orders is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.8 Any notice given to a party under or in connection with these Terms and Conditions and any purchase orders shall be in writing and shall be delivered by hand, by courier or prepaid post, or by electronic mail or facsimile transmission to the other party's address or electronic mail address, or otherwise notified to each other. Any notice shall be deemed to have been received:

(a) in the case of delivery by hand or by courier, when delivered;

(b) in the case of fax or electronic mail, at the time of transmission if transmitted error-free; and

- (c) in the case of post, on the second working day after the date of posting (if sent by local mail) and on the seventh working day after the date of posting (if sent by air mail).

17. Governing law and dispute resolution

- 17.1 These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore. In the event of any dispute(s) arising out of or in connection with these Terms and Conditions, you agree that both you of us shall attempt in the first instance to resolve such dispute(s) through friendly consultations within 30 days of either party notifying the other of the dispute(s), failing which the dispute(s) must be submitted for mediation at the Singapore Mediation Centre (“SMC”) in accordance with SMC’s Mediation Procedure in force for the time being.
- 17.2 Should mediation not succeed, you agree that the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the “**SIAC Rules**”) for the time being in force, which rules are deemed incorporated by reference to this clause. In relation to such arbitration:
 - (a) The place and seat of arbitration shall be Singapore.
 - (b) The dispute shall be determined by a single arbitrator, such arbitrator to be appointed by mutual agreement between us, or in the event that no agreement is reached, then in accordance with the SIAC Rules.
 - (c) The language to be used in the arbitral proceedings shall be English.
 - (d) The decision or award so given by the arbitrator shall be final and binding on the Buyer and the Vendor.

Purchase Terms and Conditions (2024)