

Fu Yu General Supply Terms and Conditions

Please read these Terms and Conditions carefully as these relate to the purchase and supply of our Services and Products.

1. Terms of engagement

- 1.1 By placing orders with us for our services (“**Services**”) and our products (“**Products**”), 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 the Customer’s or your terms and conditions or any other agreements originating from the Customer or you, these provisions shall prevail.
- 1.2 You may determine if any such amendment has taken place by referring to the date on which these Terms and Conditions were last updated.
- 1.3 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 engagement of our Services and our Products will be solely for the purposes that are permitted in your jurisdiction; (iii) your engagement of our Services and Products will not infringe or misappropriate the intellectual property of any third party and will comply with all local laws, rules, and regulations.
- 1.4 You acknowledge and agree that our communications, any requests for quotations, provision of quotations and supply of Products and Services 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, supply agreements, quotations, non-disclosure agreements and others.

2. Disclaimer of liability

- 2.1 Any information in our corporate deck, brochures, presentations and communications whether written or verbal, provided is intended to be general in nature and should not be relied upon in making any decision. The information and materials in our corporate deck, brochures, presentations and communication which include and are not limited to, any information, data, text, graphics, audio, video, links or other items, are provided “as is”, and “as available”.
- 2.2 **Fu Yu does not represent, and does not give, any warranty of any kind, whether implied, express or statutory, including and not limited to, any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose or fitness for purpose, freedom from computer virus or other malicious destructive or corrupting code, agent, programme or macros, in conjunction with our designs, drawings, Products, Services or any information and materials provided.**
- 2.3 Fu Yu does not make any representation in relation to, or warranty or endorsement of any of the products and/or services provided by any third parties nor does it make any representation in relation to, or warranty or endorsement of any such third parties. All products sold, services rendered and information provided by such third parties are those of the respective third parties, and shall be subject to the terms and conditions of the respective third parties. Fu Yu shall not be a party to any contracts for such products and/or services.
- 2.4 Fu Yu shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with such third parties and/or their products and/or services, their use or implementation or otherwise, including without limitation any product liability claims, claims for loss of profits, loss of use of the products or services, loss of data or any other economic losses or any consequential, incidental or exemplary losses, expenses and/or damages which you may incur or suffer.

3. Terms of supply, manufacture

- 3.1 In addition to the terms and conditions in our requests for quotations, quotations, purchase orders, delivery orders, our master agreement contracts, supply agreements, quotations, non-disclosure agreements and other contractual terms issued by us with any respective orders, the following are our general terms and conditions of our Products and Services.
- 3.2 All quotations are subject to a 14-day validity from the date of our quotation.
- 3.3 Please check the relevant exchange rate with us, and any quoted rates are subject to revision in our discretion.
- 3.4 All quoted prices are subject to then prevailing government and statutory taxes and levies, including Goods and Services Tax, Value Added Taxes, their prevailing rates and existing policies.
- 3.5 Our payment terms are as set out in our quotations or any further purchase or delivery orders issued by us.
- 3.6 For all packaging and delivery, our prices are quoted based on packaging materials and carbon blocks to be consigned by you (our "**Customer**") and ex-works Fu Yu from our Singapore site unless otherwise notified to you.
- 3.7 For any samples or golden samples or reference items which a Customer entrusts to us for reference or any research and design analysis, we will receive the same on an "as is" basis, and we are not responsible or liable for any damage or loss arising from or resulting from the handling, storage or delivery.
- 3.8 All drawings provided to us are to be verified and approved by a Customer before any work is commenced by us.
- 3.9 We are not responsible or liable in any way for any discrepancy in tolerance, dimension, profile, cosmetic (whether surface or texture) from the samples.
- 3.10 We are not responsible or liable for any losses or damages incurred or suffered by a Customer, any user or the end-user of any products derived from the deliverables under our quotation.
- 3.11 We do not guarantee any warranty or that the deliverables herein are fit for purpose or for any other use other than for the specific use the Customer has requested us to commence work for.
- 3.12 Save as otherwise stated in any specific quotation, we do provide any engineering or design representation to the Customer.
- 3.13 All quotations are limited to the specific works requested, and does not include any advice, work, research and development analysis, disbursements not quoted within. Any additional or further work, advice, costs and disbursements shall be quoted separately by us.
- 3.14 All intellectual property rights including all customised design, customised hardware and customised software vests in us, save for any background intellectual property rights which the Customer owns prior to the date of our quotation.
- 3.15 We are not liable or responsible for any infringement of any intellectual property rights for any drawings or designs entrusted to us by the Customer.
- 3.16 The Customer shall keep all our confidential information strictly confidential and shall not reproduce or make available any part of it to any third party or any others who are not already bound by a similar duty of confidentiality, of the similar or higher degree than that owing to us.
- 3.17 Fu Yu does not make any representation in relation to, or warranty or endorsement of any of our Products and/or Services and does not make any representation in relation to, or warranty or endorsement, unless specifically provided for in our specific quotation.

- 3.18 Fu Yu shall not be liable to you for any claims, loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with our Products and/or Services, their use or implementation or otherwise, including without limitation any product liability claims, claims for loss of profits, loss of use of the Products or Services, loss of data or any other economic losses or any consequential, incidental or exemplary losses, expenses and/or damages which you may incur or suffer, unless specifically provided for in our specific quotation.
- 3.19 Should there be any alleged defects a Customer is aware of, please highlight the same to our sales team or your account manager in writing and we will undertake all reasonable endeavours to rectify and resolve the alleged defect.
- 3.20 We shall not be responsible for non-performance, late performance, delayed shipment, non-shipment of any part of our purchase orders, delivery orders, contracts, supply or manufacture obligations or any failure or delays in performing any of our obligations arising from any cause beyond our control including Acts of God, acts of civil or military authority, orders, regulations and/or ordinances by governments or societal actions, fires, strikes, lockouts, labour disputes, epidemics, pandemics, infectious diseases outbreak, government restrictions, wars, invasions, civil unrest, labour strikes, riots, piracy, insurrection, blockades, fire, earthquakes, storms, typhoons, floods, breakdowns in electronic and computer information and communications systems, infrastructure failures (transportation, energy) or any other act or any other causes or circumstances beyond our control (each, a **"Force Majeure"** event). If an event of Force Majeure occurs, we may, at our option, either extend the time of performing affected the obligations during the period the event of force majeure continues, or to cancel the order without penalty or compensation to you or any party.

4. General

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 All disclaimers, indemnities and exclusions in these Terms and Conditions shall survive termination of the engagement or any agreement between us for any reason.

5. Governing law and dispute resolution

- 5.1 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.
- 5.2 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.

Terms and Conditions (2024)