

General Terms and Conditions

§ 1 Scope of Application

The following terms and conditions apply without exception to all our business transactions. Customers' terms of business which deviate from these conditions do not apply. The following terms shall be defined as follows for the purposes of these General Terms and Conditions:

"Customer" shall refer to the customer of Nord Gear Pte Ltd;

"Conditions" shall refer to the terms and conditions of this General Terms and Conditions of Nord Gear Pte Ltd;

"goods" shall refer to the goods to be delivered by us to the Customer; and

"we", "us", "our" shall refer to Nord Gear Pte Ltd (UEN no.: 199601105K), a private limited company incorporated in Singapore.

§ 2 Conclusion of Contract

1. The order by the Customer is a binding offer. At our discretion we may accept this offer by sending the Customer a confirmation of the order within 4 weeks, or by delivering the ordered goods to the Customer within the same period. Each order so accepted or confirmed by us shall be upon these Conditions and shall constitute a legally binding contract between us and the Customer and such contract is hereinafter referred to as the "contract".

2. Our offers are subject to confirmation by us. For the conclusion of the contract at our discretion, Clause 1 applies accordingly.

3. Documents belonging to the offer, such as illustrations, drawings, details of weights and dimensions and the details in our printed matter are only definitive insofar they are explicitly stated as being binding. Without our explicit and binding consent, descriptions of characteristics, for example in the context of preliminary negotiations, brochures or advertisements do not constitute a warranty as to characteristics or durability nor do they form a part of the contract.

4. We reserve the right to make modifications to the technical data and design, which serve for technical progress.

§ 3 Prices

1. Our prices are valid on an ex works basis (in accordance with Incoterms © 2010). Goods and Services Tax at the prevailing rate shall be added to our prices and all such rates shall be reflected in the invoice and shown

separately as may be required by law.

2. Unless agreed otherwise, payment is due upon the issuance of our invoice and without discount.

3. For contracts with an agreed term of delivery of more than 4 months we reserve the right to increase prices according to the increases in costs incurred due to increases in the price of materials.

4. Settlement per contra is only permissible against counterclaims which are legally established or acknowledged by us. The Customer may only exercise a right of retention if this is based on the same business transaction.

§ 4 Delivery dates, acceptance, transfer of risk

1. Delivery of the goods shall be on an ex-works basis Incoterms © 2010, when we place the goods at the disposal of the Customer at the factory of NORD Gear Pte Ltd as named in our confirmation of the order]. Risk of damage to or loss to the goods shall pass to the Customer at the time the goods are placed at the factory of NORD Gear Pte Ltd as named in our confirmation of the order. Delivery dates are not binding if they are not explicitly stated as being binding in the confirmation of the order. The delivery date is complied with on departure from the factory. Delays in delivery in cases of force majeure, official measures or similar; events for which we are not responsible such as strikes, lock-outs etc.; or delays in delivery by our own suppliers extend the agreed delivery periods accordingly and we shall not be liable for such a delay in delivery dates. If we fall behind with delivery, the Customer may set us a period of grace appropriate to the object to be supplied. After the expiry of this extended grace period, the Customer may terminate the contract. Compensation in lieu of performance is excluded if the delay in delivery is not due to our deliberate action or gross negligence.

2. Goods which are ready for dispatch must be accepted by the Customer. If the Customer does not comply with this obligation, we shall be entitled to set a period of grace of 2 weeks. After expiry of this period we may, at our discretion, terminate the contract or refuse fulfilment of the contract and we as a supplier will get a compensation for costs incurred for assembly, disassembly and special material purchased specifically for this order. In any case costs of storing the goods shall be borne by the Customer and the Customer shall also bear the risks of loss of or damage to the goods until the actual delivery of the goods.

3. In the event that the Customer requires us to arrange carriage for the goods, the Customer shall bear the costs of such carriage and all the risks of loss of or damage to the goods during such carriage.

4. At the explicit written request of the Customer, and at the Customer's expense, we shall insure the goods to be

delivered against transport risks of all kinds.

5. Packaging will be invoiced at cost. Other agreements require our explicit written confirmation. If the Packaging Ordinance (if so applicable) requires that we are obliged to take back the packaging used for transportation, the Customer shall pay the costs for the return transport of the packaging used.

§ 5 Reservation of Title

1. We retain title in all goods supplied by us until settlement of each and every claim under every contract entered into between us. In the case of current invoices, the reserved goods shall be deemed to be security against our claims for the balance.

2. As long as the Customer is not in arrears of payment to us, he may sell the goods in the course of normal business under the usual conditions. For the securing of all our claims from the business relationship the Customer hereby assigns to us the Customer's claims resulting from the resale of the goods. We accept this assignment of claims. The Customer shall advise us of the claims assigned to us, provide notice to the relevant debtors of such assignment and provide us with all necessary information to enable us to effect collection on such claims. We hereby authorise the Customer to collect such claims on our behalf, such authorisation to be revoked at our absolute discretion.

3. Processing or restructuring by the Customer of the goods which we have delivered is always performed on our behalf and subject to our retention of title in the goods as per Clause 1 of § 5 above. If the goods are processed together with other goods which are not our property, we acquire a co-ownership of the new article in relation to the value of our goods to the other processed goods at the time of processing.

4. At the request of the Customer, we may release the claims due to us insofar as the value of our securities exceeds the value of the claims to be secured by more than 20%.

5. The exercise of reservation of title does not constitute a termination of the contract.

§ 6 Warranty

1. The Customer is obliged to immediately inspect the goods delivered by us for faults and report any faults to us, normally within 7 working days after delivery at the latest. This also applies in the case that a different object or too small a quantity was delivered. Delayed complaints of faults normally result in an exclusion of warranty.

2. At our discretion, in the case of faults recognised by us, we shall provide rectification of the fault free of charge (reworking) or the delivery of an article which is free of

faults (subsequent delivery). If a total of 3 attempts at reworking or subsequent deliveries are fruitless, the Customer may terminate the contract or demand a reduction in price. The obligation of complaint as per Clause 1 remains in effect in the case of failure of subsequent fulfilment.

3. Further claims by the Customer, in particular claims for compensation, including loss of profits or other damage to the Customer's assets are excluded. The above restriction of liability does not apply if the cause of the damage is due to deliberate action or gross negligence. It also does not apply if the Customer claims compensation for the lack of a characteristic guaranteed by us.

4. If an obligation essential to this contract is breached by us due to negligence, our liability is restricted to the foreseeable damage resulting from such breach of obligation.

5. For faults that are not possible to detect within the said 7 working days as per Clause 1 of § 6 above, such faults shall be reported immediately in writing to us once they are discovered. The warranty period is one year from the delivery of the goods. The warranty period counts from the date of delivery. The warranty period for any repaired or replaced good which is delivered to the Customer shall be the unexpired remaining portion of the abovementioned warranty period.

6. Warranty claims are excluded if the fault is due to one of the following causes: Unsuitable or inexpert use; excessive loads; incorrect installation or commissioning; natural wear; operation at conditions deviating from those specified in the order confirmation; maloperation; inappropriate operating media; substitute materials; use of oils or greases not approved by us; mechanical, chemical, physical, electromechanical, electrochemical and/or electrical influences; interference by third parties. Warranty claims are furthermore excluded if the Customer undertakes reworking, modifications or repairs without granting us the opportunity for reworking, or without obtaining our written consent.

7. Transportation and packaging costs for the goods complained of and reworked or delivered in replacement shall be at the expense of the Customer.

8. Except for the express representations and warranties set out herein, we do not make any other express or implied representations or warranties, in fact or in law, including without limitation any express or implied warranties of quality or fitness for a particular purpose. Except as expressly provided herein, all representations, warranties, terms, conditions, undertakings or inducements, whether express, implied, statutory, under common law or otherwise relating in any way to the goods are hereby excluded to the fullest extent permitted by law.

§ 7 Copyright

We reserve all rights of property and copyright in and to

illustrations, drawings, samples and other documents provided by us to the Customer. The Customer is solely entitled to their utilisation thereof according to the contract. Any further use or utilisation, in particular the transfer to third parties requires our prior consent.

§ 8

General Provisions and Applicable Law

1. Amendments and supplements must be made in writing by the authorised representatives of each of the parties. This also applies to the amendment of this clause which shall require the written form.
2. The invalidity, illegality or unenforceability of any part of these Conditions shall not prejudice the validity, legality or enforceability of the remaining provisions herein. That which was commercially intended by the parties shall replace the invalid, illegal or unenforceable provision. Both parties commit to submit any necessary declarations of intent which are necessary to effect the commercial intentions of the parties in connection with this clause.
3. The Customer shall not without our prior written consent assign transfer or sub-contract the rights or obligations under these Conditions or any part thereof to any third party. We may assign transfer or sub-contract these Conditions or any part thereof to any third party.
4. These Conditions shall be governed and construed in accordance with the laws of Singapore. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these Terms and Conditions.
5. The Customer and us hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.

Edition November 1 2014