

STANDARD TERMS AND CONDITIONS OF QUOTATION AND SALE

Last updated: August, 2021

1. ACCEPTANCE OF PURCHASE ORDERS

Sales of any goods or any related services (collectively, "Products") referenced in Customer's written Purchase Order (PO) to Unimed Healthcare Pte. Ltd. (Unimed) is expressly conditioned upon the terms and conditions set forth below. Other than as specifically provided in a separate written agreement between Unimed and Customer, any additional or different terms specified or referenced in Customer's PO are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of Unimed. These terms and conditions represent the entire agreement between Customer and Unimed pertaining to the subject matter of this PO and shall supersede all prior oral and written agreements, proposals, communications, and documents. No PO placed by Customer shall be deemed accepted unless or until Unimed issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted PO shall be subject to acceptance by an authorized representative of Unimed and will be subject to cancellation or change order fees of 30% - 50% of the PO value or other amount as agreed between both parties.

2. PRICES, TAXES

2.1. The price set for in Unimed Healthcare Pte. Ltd.'s Quotation ("Price") are in Singapore Dollars, unless expressly mentioned in the Quotation. Nothing set forth in Customer's PO shall modify or amend the quoted Prices, Quantities, and/or the Scope of Products offered, unless such modification or addition is agreed to in writing by Unimed prior to the PO.

2.2. The Prices in the Quotation are exclusive of any taxes (unless already indicated) including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, GST or other tax, custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. If any payment by the Customer is subject to withholding tax, the Customer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that Unimed receives the same amount it would have received if there had been no withholding. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

2.3 Quotations that are endorsed and signed by Customer and returned to Unimed either in hardcopy or through electronic means such as scanned copies through Facsimile or e-mail, will be treated as confirmed orders with the same Terms and Conditions as an official PO.

3. PACKAGING, SHIPPING

3.1. Unimed shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify Unimed in a timely manner regarding any such special requirements, and Customer shall be responsible for any increase in cost to pack the Purchase Order.

3.2. The Price includes Local (Singapore) Delivery to Mainland Singapore with the exception of Sentosa and Jurong Island and any other outlying Islands. For Sentosa and Jurong Island and other outlying Islands, Unimed reserves the right to impose additional delivery charges.

3.3. Overseas deliveries are the sole responsibility of the Customer. Unimed's Quotations for Overseas Customers are understood to be Ex-Warehouse, unless otherwise stated or agreed in writing prior to shipping. Unimed shall notify Customer when the articles are available at Unimed's facility for pickup and Customer shall be responsible for arranging to have the articles picked up from Unimed's Warehouse. In the event Customer would like for Unimed to deliver the articles to a specified destination, the destination shall be clearly identified in the Purchase Order and Customer shall provide an account number that Unimed can use for the shipping costs.

3.4. In the absence of specific instructions, Unimed shall select the carrier and, at its discretion, may ship "collect", prepaid or subject to invoice payment terms, but shall not be deemed to have assumed any liability in connection with the shipment, nor shall the carrier be construed as an agent of Unimed.

4 DELIVERY, TITLE, AND RISK OF LOSS

4.1. Unimed's quoted delivery schedule represents its best estimate and is based on current schedules and manufacturer's workload. Unimed shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted.

4.2. Unless otherwise agreed to by Unimed in writing, delivery shall be deemed to have occurred at site for domestic shipments and Ex-Warehouse for international deliveries. If Unimed agrees in writing to ship other than Ex-Warehouse, Unimed shall invoice Customer for any and all extra costs incurred.

4.3. Title and liability for loss or damage to the Products shall transfer from Unimed to Customer upon delivery of the Products at site for domestic shipments, or upon pick up from Unimed's Warehouse for international shipments.

5. PAYMENT

If Credit Terms are approved, Customer shall pay for all Products delivered or date services performed within 30 days from the date of Unimed's invoice. Payment shall be deemed to have been made when a Cheque is received by Unimed and cleared through Unimed's Bank or payment is received by an electronic transfer in Unimed's bank account. Unimed reserves the right to assess interest on any late payments from the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month compounded monthly, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by Unimed in the collection of late payment. In addition to any remedies under law, Unimed may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. Unimed may require an advance payment or milestone payments prior to beginning performance of the Purchase Order. Unimed may require Customer to obtain a letter of credit for international orders. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes.

6. FORCE MAJEURE AND EXCUSABLE DELAY

6.1. Unimed shall not be liable for any damages of any kind for delay or non-performance if such delay or non-performance is due directly or indirectly to:

(a) Customer, including omissions or failure to act on the part of Customer or its agents or employees;

(b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics, pandemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization;

(c) Causes beyond Unimed's reasonable control, including severe accidents at Unimed's site, unforeseen production or engineering delays or inability of Unimed or its vendors to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of Unimed, which by the exercise of due diligence and reasonable effort, Unimed would not have been able to foresee, avoid or overcome.

6.2. Unimed shall notify Customer of any delay or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, Unimed's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force

Majeure extends more than six months, Unimed and Customer may mutually agree to terminate the Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay Unimed for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated Purchase Order or portion thereof that Unimed and Customer agreed to terminate.

7. WARRANTY

Subject to the terms and conditions set forth in Article 13, Limitation of Liability, Unimed warrants that the Products supplied by Unimed shall be free from defects, including latent defects, in material and workmanship under normal use and service when operated in accordance with Unimed's and / or Unimed's Vendors' operating instruction for twelve months from shipment for Products, and 90 days from delivery of non-warranty repairs. Unimed's obligation and Customer's sole remedy under the Warranty shall be limited to, at Unimed's option, the repair or replacement of the nonconforming warranted Product, or any part thereof. Notwithstanding the foregoing, the Warranty shall not apply to an Event of Force Majeure, wear and tear, or to defects arising from or connected with Customer's or any third party's (i) improper receipt, transport, handling, storage, maintenance, testing, installation, operation of the Product, or (ii) alteration, modification, maintenance, overhaul, repair, neglect, improper storage or foreign object damage of the Product. Unimed shall have no obligation to Customer for any failure, to the extent that it is aggravated by such continued use. The Warranty does not apply to consumable items such as tubes, containers, plastic ware, fuses, bulbs, reagents, chemicals and like items. Customer shall provide prompt written notice of the Product's failure within the Warranty period, and ensure the failed Product is properly packed, disinfected and / or sterilised and available to Unimed for return and / or collection.

8. PROPRIETARY INFORMATION

For the term of Customer's Purchase Order, Unimed and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked "Confidential" or "Proprietary" and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither Unimed nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the conveying of Proprietary Information to such party. No use of any of Unimed's and Unimed's Vendors' trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of Unimed. Any of Unimed's or Unimed's Vendors' mark or logo existing on the Product must not be altered or modified in any manner, combined with

other elements, or rearranged without the prior written consent of Unimed. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemblies and/or software that is developed, manufactured or sold and supplied by Unimed and its Vendors. The ownership in all Proprietary Information disclosed Owner to the other pursuant to the Purchase Order shall remain with Owner unless otherwise stated in the Purchase Order. The confidentiality obligations herein shall survive for a period of five years after expiration of the Purchase Order.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Unimed and its Suppliers do not grant (unless expressly agreed in writing) to Customer, any license to use or copy any software program embedded in the Product for use as part of the Product ("License"). Notwithstanding the foregoing, (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of Unimed, which may be withheld at Unimed's sole and reasonable discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing Unimed the sub-license agreement executed by the transferee. Any transfer must be in full compliance with Singapore Laws and may require additional further agreements with Unimed's Suppliers / Vendors. Any export licenses or other authorizations to be obtained by Customer and/or Unimed will be the responsibility of the Customer. Other than the License, Unimed and / or its Suppliers / Vendors are not granting any other rights to its intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. Unimed's Suppliers/ Vendors are direct and intended beneficiaries of this License and may enforce it directly against Customer.

9.2. THIS ARTICLE SETS FORTH UNIMED'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. The indemnities are conditional on Customer giving Unimed prompt written notice of any claims being made against Customer, Customer not making any admission which might be prejudicial to the defense of such claim, Unimed having full and sole authority at Unimed's own expense to assume the defence of the claim, and Customer providing reasonable assistance for defence of any claim.

10. EXPORT

COMPLIANCE

The Products, including any associated technology, are controlled under the Export Laws and Regulations of the Singapore Government, including but not limited to Export Administration Regulations and the International Traffic in Arms Regulations. Should Unimed require any Proof of Use or Proof of Sale, Customer shall be obligated

to provide evidence that the product was used in the manner it was intended and as stated in the Instructions for Use, as well as location and territory as was expected. If the Purchase Order requires the delivery of Product and/or Performance of Services outside of Singapore, the Purchase Order shall be subject to Singapore Government approvals and regulations for providing such products and / or services. In the event the Singapore Government fails to grant or delays the granting of any license or approval for delivery of the products and / or performance of the services, the delay or non performance of the Purchase Order shall be considered an Event of Force Majeure.

11. GOVERNING

LAW

These Terms and Conditions and any action related hereto shall be governed, controlled, interpreted and defined by and under the laws of the Government of Singapore.

12. DISPUTES

In the event of any dispute arising out of or in connection with these Terms and Conditions, such dispute shall be settled under the Rules of Arbitration of the Singapore International Arbitration Centre (SIAC). The place of arbitration shall be in Singapore. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the Parties.

13. LIMITATION

OF

LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, UNIMED SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. UNIMED'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY THE CUSTOMER UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY UNIMED TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY UNIMED ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.

14. INSURANCE

Unimed and Customer shall each carry insurance coverage in types and amounts

adequate to protect against any losses, damages, liabilities or expenses that may reasonable be expected to be incurred under a Purchase Order, and both shall keep such insurance coverage in effect until the conclusion of the Purchase Order.

15. MODIFICATION

Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both Unimed and Customer.

16. ASSIGNMENT

Neither Party may assign or delegate a Purchase Order or any of its rights, duties or obligations regarding a Purchase Order to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Purchase Order without such consent shall be void and of no effect. Notwithstanding the foregoing, Unimed shall be permitted to subcontract its rights, duties or obligations regarding a Purchase Order to another division, affiliate, sub-contractor of Unimed and shall have the right to assign a Purchase Order to any successor by way of merger or consolidation or the acquisition of substantially all of the entire assets of Unimed relating to the subject matter of the Purchase Order; provided, however, that such successor shall assume all of the obligations of Unimed under the Purchase Order. Nothing in this provision is intended to preclude Unimed from awarding routine subcontracts or purchase orders to vendors or other suppliers.

17. AUDIT

Notwithstanding anything set forth herein to the contrary, Customer shall not be allowed or have the right to audit or examine Unimed's books and records.

18. NO THIRD PARTY BENEFICIARIES

Except as expressly provided herein, these Terms and Conditions are for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

19. WAIVER

If either party, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

20. SEVERABILITY

If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

21. PUBLIC

DISCLOSURE

Except as required to obtain necessary licenses or governmental approvals, neither party shall issue any news releases, articles, brochures, advertisements, or other

information releases relating to the subject matter of a Purchase Order, except as otherwise required by law, without the prior written approval of the other party.

Contact Us

If you have any questions about these Terms, please contact us.