PCI PRIVATE LIMITED

STANDARD TERMS AND CONDITIONS OF PURCHASE

All purchases of goods and/or services ("Products") from supplier ("Supplier") by PCI Private Limited and its subsidiaries (collectively "PCI") shall be governed by these standard terms and conditions of purchase ("Terms"). Supplier’s terms and conditions of sale or PCI’s failure to object to Supplier’s conflicting or additional terms shall neither change nor add to these Terms. In the event Supplier has entered into a written agreement for sale of Products to PCI, such agreement will govern PCI’s purchase of Products from Supplier and supersede these Terms.

1. PURCHASE ORDERS; REBATES.

1.1 Subject to Section 17.10, these Terms are the sole and exclusive agreement between Supplier and PCI for PCI’s purchase of Products from Supplier. Supplier shall acknowledge PCI’s purchase orders (PO) in writing or via EDI within one (1) business day of receipt, failing which Supplier shall be deemed to have accepted the PO.

1.2 Supplier shall offer to PCI aggregated purchase rebates against PCI's Product purchases, calculated based on agreed quantities over agreed periods of time, and payable by Supplier to PCI within 30 days after the end of each calendar quarter. PCI shall be entitled to consolidate relevant POs issued to Supplier over a 6-week period commencing each calendar month, in order to qualify for such aggregated purchase rebates, notwithstanding that any individual PO has not attained the required qualifying threshold.

2. CHANGES & CANCELLATIONS. PCI may cancel and/or replace any PO having a clerical error within three (3) business days of transmitting the PO. PCI may also change or cancel any PO or reschedule delivery dates for any Products as follows:

2.1 Products indicated in the PO by the abbreviation "CXL" means the number of weeks counting back from the delivery date during which change and cancellation are not allowed. PCI may change or cancel the PO in whole or in part without liability if such change or cancellation is initiated before the no-change-no-cancellation period is reached.

2.2 Products indicated in the PO by the abbreviation "RSD" means the number of weeks counting back from the delivery date during which rescheduling of delivery is not allowed. PCI may reschedule delivery without liability if such rescheduling is initiated before the no-rescheduling period is reached.

2.3 PCI has the right to cancel any PO without liability for any Products in the event the necessary import or export permits cannot be obtained, or if the Products cannot be delivered, in both cases due to circumstances or events beyond PCI’s reasonable control.

3. PAYMENT TERMS; INVOICES; TAXES.

3.1 Prices for Products are as set forth in the PO. Counting from the date of receipt of an invoice, PCI will pay within a period of sixty (60) days up to the end of the same month that the 60th day falls into, always further provided that:

(a) Products have been received and/or accepted, as the case may be, by PCI before the end of the immediately preceding month; and,

(b) Supplier has submitted correctly rendered invoices to PCI before the end of the immediately preceding month.

3.2 Supplier shall submit invoices as PCI shall instruct, including but not limited to via Electronic Data Interchange ("EDI") or a vendor portal. Each invoice shall contain, at a minimum, invoice number, delivery date, PO number, part number, quantity, unit price, total price, and any other information stated in the corresponding PO. Separate invoices shall be rendered for each shipment and for different PO, and failure to do so may result in delay in payment without liability on the part of PCI.

3.3 Where Products are not supplied in conformance with any PO, PCI shall be entitled to withhold payment of the outstanding amount until Supplier has made good on the same.

3.4 Payment of invoices shall not constitute acceptance of the Products.

3.5 PCI shall have the right to set off any sums due to Supplier against special pricing, rebates, incentive programmes, other promotions, and for any Product returns under Section 6.

3.6 Unless otherwise expressly agreed in writing, the price of Products includes all shipping charges, taxes, VAT, GST, other applicable sales taxes, duties and packaging. If GST is applicable, the GST amount must be stated explicitly in Singapore Dollars. Charges for transportation, handling, boxing, insurance and freight approved by PCI shall be supported by third party invoices, bills of lading, airway bills, and other applicable documentation.

3.7 All payments by PCI to Supplier pursuant to the PO shall be made net of any applicable withholding taxes.
4. **PACKING, LABELLING, SHIPPING.**

4.1 Supplier shall ensure that all Products shall be adequately packed and protected from damage, labelled, marked and transported in accordance with PCI’s instructions, and if none are provided, in accordance with good commercial practice to ensure safe arrival of the Products at the named delivery destination.

4.2 Supplier shall send a notice of shipment to PCI at the time the Products are shipped which shall state the PO number, Product description, Supplier’s name and the route by which the shipment will be made. Supplier shall reimburse PCI for any penalty or additional changes due to the use of improper or inaccurate Product descriptions.

4.3 Supplier shall mark all packaging with necessary lifting, handling and shipping information together with PO numbers, date of delivery, names of consignee and consignor. Each shipment must contact an itemized packing list, including at a minimum clear references to the PO number, Product description, PCI and Supplier’s part numbers, and quantity. In the absence of the detailed packing list, PCI’s count shall be accepted as conclusive.

4.4 Non-Singapore Suppliers shall indicate the Notify Party as “PCI Private Limited” on all shipping instruction documents.

4.5 Products shall be shipped to the delivery address stated on the relevant PO. Products shall be packed separately according to the relevant PO and delivery destination. Failure to do so resulting in loss of parts during transit shall be Supplier’s sole liability and responsibility.

4.6 All Products shall be shipped on carriers certified compliant with C-TPAT (Customs-Trade Partnership Against Terrorism) as published by the USA, STP (Secure Trade Program) as published by Singapore, and the AEO (Authorized Economic Operator) as published by the European Union.

5. **DELIVERY; TITLE & RISK.**

5.1 Unless otherwise stated in the relevant PO, the applicable delivery term is CIP PCI-designated facility, Incoterms 2010. Title shall pass to PCI at the time risk passes.

5.2 Time is of the essence for delivery of Products, and should Supplier not deliver Products on time, PCI may request for expedited shipping at Supplier’s sole cost, or cancel the relevant PO and decline to accept or pay for any related PCI Items (as defined in Section 7 hereinbelow), at PCI’s sole discretion. Upon the exercise of the latter option, PCI may procure equivalent or substitute PCI Items from other suppliers and Supplier shall be liable for the difference in price as well as for any loss and damages thereby incurred by PCI.

6. **ACCEPTANCE; PRODUCT RETURN.**

6.1 Products delivered must not be in excess or short of the quantity stated in the PO (save for partial shipments agreed to in advance in writing by PCI), must be of the required quality and must fully meet PCI’s specifications.

6.2 PCI shall have thirty (30) days from the date of receipt of Products for inspection and/or acceptance testing. Any Products not rejected during that period shall be deemed accepted, but without prejudice to PCI’s rights pursuant to Supplier’s warranties in Sections 12 and 13 hereinbelow.

6.3 If Products or any part thereof do not conform to the requirements of the relevant PO, Supplier shall, at PCI’s option, repair, replace or refund PCI for such non-conforming Products.

6.4 Products that are not in conformance with the PO (including but not limited to DOA), over-shipments, recalled Products, and shipments rejected due to early or late delivery, may be warehoused or returned freight collect at Supplier’s sole risk and expense, at PCI’s option.

6.5 PCI shall have the right to cancel without liability any unshipped portion of a PO in the case of under-shipments not previously approved by PCI.

6.6 The exercise of PCI’s remedies set forth hereinabove shall be without prejudice to PCI’s other rights under these Terms and at law.

7. **MATERIALS, EQUIPMENT, MANUFACTURING PROCESS PROVIDED OR PAID FOR BY PCI.**

7.1 Where materials, equipment or parts thereof, tools, dies, fixtures, drawings, specifications and any other property, method or process or parts thereof are owned or paid for or agreed to be paid for by PCI and/or its customers or other business partners, or are customised to PCI’s requirements or otherwise produced in accordance with PCI’s design, or designed by Supplier specifically for PCI, Supplier agrees that they cannot be used for or (re)sold to other parties without PCI’s prior written consent (collectively “PCI Items”).

7.2 PCI Items shall:

(a) Be deemed or remain the property of PCI and subject to removal or withdrawal at any time, without need for notice nor payment of costs or expenses to Supplier;

(b) Be identified, segregated and marked as PCI’s property, and be adequately protected from seizure or forfeiture;

(c) Be used exclusively to manufacture or render services for PCI;
(d) Be deemed confidential and proprietary to PCI and be covered by adequate liability, loss, damage, fire and any other usual industry-appropriate insurance on a full replacement value; and,
(e) In the event Supplier purchases or licenses PCI Items for use with or in the Products, and Supplier receives a warranty from the vendors of PCI Items, Supplier shall ensure that such warranty is passed through to, and is enforceable by, PCI.

7.3 Where PCI Items are in Supplier’s premises, use or control, Supplier shall assume full liability for, maintain, keep in a state of good repair, and return or hand over the same to PCI in good condition, reasonable wear and tear excepted, upon the completion, cancellation or termination of the relevant PO. Supplier shall provide PCI with sufficiently detailed inventory information of PCI Items as PCI may request from time to time.

8. TECHNICAL DATA. Supplier shall at its own expense furnish to PCI such documentation as engineering drawings, handbooks, operation and service manuals, and all other technical data as PCI shall reasonably request with respect to the Products.

9. NO CHANGES OR MODIFICATIONS. No changes or modifications to Products’ form, fit and function and also with respect to the following may be made without specific authorisation in writing from PCI supported by PCI’s issuance of a new revised PO, unless expressly waived by a duly authorised PCI employee: price, material, material source or origin, equipment, manufacturing process or methodology, manufacturing location.

10. END OF LIFE (EOL). If Supplier discontinues Products or otherwise intends to make Products obsolete, Supplier shall notify PCI in writing at least six (6) months prior to the effective date of such change. PCI shall be entitled to notify Supplier of the affected Products in its inventory for Supplier’s repurchase at the price PCI paid for them. All EOL Products shall remain subject to the return policy in Section 6. Additionally, Supplier shall enable a last time buy upon PCI’s request.

11. DANGEROUS GOODS. Supplier shall be responsible for identifying any Products and PCI Items sourced by Supplier (“Supplier-Sourced Items”) or parts thereof which are classified as dangerous goods, and shall ensure adequate safety measures for safe handling, packing and transportation of the same. Supplier shall comply with any laws, rules, regulations, orders and conventions, whether inside or outside the country of origin of such dangerous goods, and, in particular, shall adhere to IATA regulations for air transport and ADR for road transport.

12. WARRANTIES. Supplier expressly warrants as follows:
(a) All Products are supplied to PCI with good title, conform to the specifications, drawings, samples, prototypes or other descriptions required or accepted by PCI, are new and unused, are free from liens, encumbrances, defects in materials, workmanship and design, and are of merchantable quality and fit for their intended purposes, for a period of three (3) years from date of delivery to PCI.
(b) All Products, their manufacture, sale and/or use, do not and will not infringe or violate any patent, trade or other marks, copyright, trade secret, knowhow, or any other intellectual property right (collectively “IPR”) of any third party.
(c) Products comply in all respects with all requirements of any statutory regulation, order, contract or any other instrument having the force of law which may be in operation at the time when the Products are supplied, including but not limited to applicable import or export laws, packaging regulations, social responsibility code of conduct requirements, and any applicable supply chain security guidelines of the countries in which PCI conducts business.
(d) Supplier, its affiliates, representatives and agents have not and will not pay, offer or promise to pay, or authorise the payment, directly or indirectly, of any money or anything of value to any foreign or local public or government officials and private sector employees for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or to direct business to any person or business. Supplier further warrants that it, its affiliates, representatives and agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money or anything of value to any employee of PCI to obtain or retain business.
(e) Any gold, tantalum, tin or tungsten included in Products supplied to PCI either (i) came from recycled or scrap sources or (ii) did not originate in the Democratic Republic of the Congo or any adjoining countries, and Supplier will conduct all necessary due diligence and provide information and supporting documents as reasonably requested by PCI.

12.2 Supplier’s warranties in this Section 12 and also Section 13 shall inure to the benefit of PCI, its successors and assigns, customers and end-users of PCI’s products and services. These warranties are in addition to any other warranties, expressed or implied in law, and/or any standard warranty or guarantee of Supplier.

13. EPIDEMIC FAILURE WARRANTY. Supplier warrants all Products and Supplier-Sourced Items against epidemic failure for a period of three (3) years from date of delivery to PCI. An epidemic failure means:
13.1 Unit failures that are caused by the same component failure or defect and occur at a rate equal to or greater than 0.5 percent (0.5%) over three (3) months;
13.2 The occurrence of safety incidents resulting in minor bodily injury or property damage, or a non-compliance event involving a safety-related standard, licence, or testing agency evaluation; or,
13.3 Any known problem which, in PCI’s reasonable opinion, creates a significant risk to the health or safety of individuals who operate the Product or to the continuous business operations of companies or organizations that employ the Product for an intended or reasonably foreseeable use.

14. INTELLECTUAL PROPERTY RIGHTS; INDEMNITY.
14.1 Supplier hereby grants PCI a worldwide, non-exclusive, royalty-free, perpetual licence, without the right to sublicense, to use Supplier’s IPR in connection with the use or enjoyment of Products and Supplier-Sourced Items. Supplier acknowledges and agrees that Products and Supplier-Sourced Items are owned by PCI and will cooperate with PCI to vest in PCI all IPR in or arising out of any Products and Supplier-Sourced Items, and to enable PCI to defend and enforce its IPR.
14.2 Supplier agrees to indemnify, defend and hold PCI, its successors and assigns, customers and end-users PCI’s products and services harmless from and against any and all claims, actions, losses, expenses, damages, penalties, fines, liabilities and settlements arising from any actual, alleged or threatened third-party claims relating to (a) any infringement, misappropriation or violation of any third party’s IPR by Products and Supplier-Sourced Items; (b) personal injury or property damage caused by Products and Supplier-Sourced Items; (c) defects in Products and Supplier-Sourced Items which amount to a breach of Supplier’s warranties in Sections 12 and/or 13; (d) breach of these Terms, including non-compliance with applicable laws, regulations, directives, or ordinances; and (e) as a result of any negligent or reckless act or wilful misconduct of the Supplier.
14.3 Additionally, in the event of any infringement, misappropriation or violation of any third party’s IPR by Products and Supplier-Sourced Items, Supplier shall:
   (a) Procure for PCI the right to sell and use Products;
   (b) Provide PCI with replacement or modified Products that are non-infringing; or,
   (c) If Supplier is unable to provide the remedies above, refund the full purchase price for such Products and Supplier-Sourced Items.

15. LIMITATION OF LIABILITY. In no event shall PCI be liable to Supplier for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, suffered or incurred by Supplier or any third party, whether in contract or tort, even if PCI had been advised of the possibility of such damages. Subject to the foregoing, PCI’s liability to Supplier for damages under these Terms shall not exceed the total amount paid and payable by PCI to Supplier.

16. TERMINATION.
16.1 Either Party shall be entitled to terminate a PO immediately by notice in writing to the other Party (“Defaulting Party”) if:
   (a) The Defaulting Party commits a breach of these Terms, and where such breach can be remedied, has not substantially remedied the same within thirty (30) days of receipt of written notice requiring the breach to be remedied;
   (b) The Defaulting Party commits any persistent breach of one or more Terms;
   (c) The Defaulting Party ceases or threatens to cease trading, becomes insolvent, enters into a scheme of arrangement with its creditors, or is placed under receivership or judicial management or anything substantially equivalent; or
   (d) A writ of distress or execution or other process of any court or tribunal is levied or issued against any of the property of the Defaulting Party and is not withdrawn within sixty (60) days of its occurrence.
16.2 Notwithstanding anything to the contrary in these Terms, termination for whatever reason shall not affect any rights which have already accrued in favour of either Party up to the date of termination.

17. GENERAL PROVISIONS.
17.1 INSURANCE. Supplier shall maintain insurance policies for public liability, workmen’s compensation and contractors risk for the duration of Supplier’s supply of Products to PCI, and shall furnish evidence of such insurance at PCI’s request, and further keep PCI notified of the policies’ expiry dates and renewal terms. All items of work, regardless material and/or labour, shall be at full replacement value insurance, inclusive of general liability insurance with the amount proportionate to the value of each PO. Insurance coverage shall be all risk, including riot, strike, fire, flood and malicious damage. Shipping insurance from abroad shall include airfreight replacement cost.
17.2 FORCE MAJEURE; BUSINESS CONTINUITY.
(a) Parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for so long as the Force Majeure Event renders performance impossible or unfeasible, and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other Party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, “Force Majeure Event” means the occurrence of an event or circumstance beyond the reasonable control of the Party failing to perform, including, without limitation, (i) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God; (ii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (iii) acts of federal, state, local or foreign governmental authorities or courts; (iv) labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; (v) failures or fluctuations in electrical power or telecommunications service or equipment; and (vi) delays caused by the other Party's or the affected Party’s vendors' non- or defective performance.

(b) Supplier shall maintain a business continuity plan to recover production processes in the event of a natural disaster or any other event that disrupts production or Supplier’s ability to meet its delivery and other commitments to PCI or otherwise to fulfill PCI’s orders (“BCP”). If requested by PCI, Supplier shall review its BCP with PCI and make changes as agreed with PCI, subject to any confidentiality requirements.

17.3 WAIVER; SEVERABILITY.

(a) The failure at any time of a Party to require performance by the other Party of any responsibility or obligation required by these Terms shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of these Terms by the other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

(b) Should any provision of these Terms be deemed in conflict with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but these Terms shall remain in full force in all other respects. Should any provision of these Terms be or become ineffective because of changes in applicable laws or interpretations thereof, or should these Terms fail to include a provision that is required as a matter of law, the validity of the other provisions of these Terms shall not be affected thereby. If such circumstances arise, the Parties shall negotiate in good faith appropriate modifications to these Terms to reflect those changes that are required by applicable law.

17.4 CONFIDENTIALITY. All information provided, disclosed or obtained in connection with these Terms or the performance of any of the Parties’ obligations under these Terms shall be subject to the nondisclosure agreement signed by the Parties, if any. If none, each Party shall not use any and all confidential and/or proprietary information (“Confidential Information”) of the other Party for any purposes or activities other than those specifically authorised in these Terms. Except as otherwise specifically permitted herein or pursuant to written permission of the other Party, neither Party shall disclose or facilitate the disclosure of any Confidential Information of the other Party to anyone, except to its employees and consultants and employees and consultants of its subsidiaries who need to know such information for the performance of these Terms and who have agreed in writing to or are otherwise bound by confidentiality terms that are no less restrictive than the requirements of this Section 17.4. Each Party shall use all reasonable efforts to maintain the confidentiality of all the other Party’s Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party and/or the terms and conditions of these Terms pursuant to a subpoena or other process of court, tribunal or authority only (a) after having given the disclosing Party prompt notice of the receiving Party's receipt of such subpoena or other process, and (b) after the receiving Party has given the disclosing Party a reasonable opportunity to oppose such subpoena or other process or to obtain a protective order. Confidential Information of the disclosing Party in the custody or control of the receiving Party shall be promptly returned or destroyed upon the earlier of (i) the disclosing Party's written request, or (ii) termination of the Parties' business relationship under these Terms. Notwithstanding the foregoing, either Party may disclose the terms and conditions of these Terms: (aa) on a confidential basis to its legal or financial advisors; (bb) as required under applicable securities regulations; or (cc) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such Party. The confidentiality obligations of these Terms shall apply during the validity of these Terms and for three (3) years after the termination of the Parties’ business relationship under these Terms.
17.5 **DATA PROTECTION.** Supplier shall comply with all applicable data protection laws and regulations in the processing of personal data, and represents that it has implemented and shall maintain appropriate technical and organizational measures designed to protect personal data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including applying appropriate policies, procedures and internal controls for its personnel, equipment, and facilities at all Supplier's locations involved in performing any part of these Terms.

17.6 **SUCCESSORS; ASSIGNMENTS.** These Terms shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under these Terms except with the prior written consent of the other Party, not to be unreasonably withheld. Notwithstanding the foregoing, PCI may assign some or all of its rights and obligations under these Terms to a subsidiary or acquirer of PCI and/or its business.

17.7 **INDEPENDENT CONTRACTORS; AUDIT.**

(a) Neither Party shall, for any purpose, be deemed to be an agent of the other Party, and the relationship between the Parties shall be only that of independent contractors. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

(b) Supplier shall maintain documents and records to ensure regulatory and statutory compliance. Supplier shall regularly audit its and its subcontractors’ facilities and operations to ensure compliance with applicable laws. Supplier shall also permit PCI and/or a third party appointed by PCI upon reasonable written notice to audit Supplier’s facilities and operations, and Supplier shall accordingly also procure its subcontractors to agree to such audits.

(c) In order to ensure that any Supplier’s current financial capacity would not pose an unacceptable risk to PCI’s business, Supplier shall, upon request, provide relevant information (including but not limited to audited accounts, bankers’ statements and references, financial projections, cash flow forecasts, capital availability, etc.) to support such assessment.

17.8 **GOVERNING LAW AND JURISDICTION.** These Terms, their validity and the Parties’ performance hereunder shall be governed by and construed in accordance with the laws of Singapore, excluding conflict of laws rules. The Parties shall make good faith efforts to amicably resolve by discussion any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination (“Dispute”). If the Dispute cannot be settled through such discussions within a period of thirty (30) days from the time a Party first gives written notice to the other Party about the existence of such Dispute, either Party may proceed to submit the Dispute for adjudication to the competent courts of Singapore, which shall be the exclusive dispute resolution tribunal as well as having jurisdiction over both Parties. The Parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods.

17.9 **SURVIVAL.** Any obligations and duties which by their nature are intended to extend beyond the expiry or termination for whatever reason of these Terms – including, without prejudice to the generality of the foregoing, Sections 7, 12, 13, 14, 15, 17 – shall survive any such expiry or termination of these Terms.

17.10 **ENTIRE AGREEMENT.** These Terms, the provisions of any nondisclosure agreement, the PO and any express written agreement on the part of PCI shall constitute the entire agreement of the Parties with respect to the subject matter hereof, and shall supersede all prior agreements and understandings, oral and written, between the Parties on the same subject matter.