

1. General provisions

1.1 Loedige Singapore Pte. Ltd. (hereinafter individually or collectively referred to as "the Customer") places orders based on these Terms and Conditions and on any other included separate contractual agreements. Contrary or Conflicting to terms and conditions of delivery and service of the supplier will not form part of the contract through the placement of an order and performance of the contract, especially the acceptance of goods or other services.

1.2 These Terms and Conditions apply in the valid version at the time of the Customer's order or in any case, the latest version provided to the supplier, including for all future contracts with the supplier, until their revocation by the Customer. Agreed deviations only apply to the order for which they are individually agreed.

2. Order and Confirmation

2.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

2.2 Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Customer's own General Terms and Conditions or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

2.3 The Purchase Order constitutes an offer by the Customer, which may be accepted by the Supplier by acknowledgement or by performance of the Services or supply of the Products set out in the Purchase Order. Acceptance of the Purchase Order shall be deemed to bind the Supplier to the Contract.

3. Rights of Use

3.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:

3.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them worldwide;

3.1.2 to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software;

3.1.3 to sublicense the right of use under section 2 above to affiliates to other distributors and end customers;

3.1.4 to license to affiliates and other distributors the right to sublicense the right of use under section 2 above to end customers;

3.1.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

3.1.6 to distribute, sell, hire out, lease ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

3.1.7 to sublicense the right of use under section 2 above to affiliates and other distributors;

3.2 In addition to the rights granted in section 2 above, the Customer, affiliates and other distributors are authorized to allow end customers to transfer Software licenses;

3.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights. Should the products and services delivered by the Supplier contain open-source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:

- The source code of the relevant open-source software, insofar as the applicable open-source conditions require the disclosure of this source code; and

- A schedule of all open-source files used, indicating the relevant license and including a copy of the complete text of such license; and

- A written declaration that through the intended use of the open-source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copy left Effect". In the context of this provision, "Copy left Effect" means that the provisions of the open-source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open-source license e.g. only if the source code is disclosed;

Should the Supplier not indicate until after receipt of the order that its products and services contain open-source software, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

4. Delivery periods and Penalties for Delay and Factory Acceptance Testing (FAT)

4.1 Delivery periods stated by Loedige Singapore Pte. Ltd. in the order are binding. For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

4.2 Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought.

4.3 If in the event of delay, the Supplier cannot prove that it is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.5% but not exceeding a maximum total of 10% of the total value of the contract or purchase order. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made until the date of final payment.

4.4 The Supplier shall conduct 100% Factory Acceptance Testing (FAT) on all products / equipment prior to delivery to ensure compliance with contractual specifications, industry standards, and agreed-upon requirements. All products / equipment shall pass FAT before being deemed ready for shipment.

4.5 The Supplier must allow the Customer to inspect the Goods at the Supplier's workshops or factories. The Customer may witness or conduct factory tests as outlined in the Request of Quotation (RFQ), Purchase Order (PO), or technical specifications. An FAT does not constitute acceptance of the Goods and does not release the Supplier from its obligations under this agreement. Any payment, expression of satisfaction, delivery acceptance or approval by the Customer does not limit or waive the right to make claims or take action for any breach of the Supplier's obligations under the Purchase Order / Sub-contract. The Supplier must promptly notify the Customer when the Goods are ready for FAT so that the test can be arranged without delaying the shipment.

4.6 When providing the Services, the Supplier shall ensure that the Services and the Deliverables shall conform with all descriptions and specifications set out in the Purchase Order, and the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer; use the best quality materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, shall be free from defects in workmanship, installation and design; and provide all equipment, tools and vehicles and such other items as are required for the provision of the Services to the Customer.

5. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

5.1 For deliveries involving installation, commissioning, or services, the transfer of risk occurs upon acceptance. For deliveries not involving installation or commissioning, the transfer of risk shall occur upon receipt by the Customer at the designated place of receipt.

5.2 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall be arranged at the lowest possible cost, unless the Customer requests a specific delivery method. Any additional costs arising from non-compliance with transport requirements shall be covered by the Supplier. Where the price is quoted free to the recipient, the Customer may determine the transportation method. Any extra costs incurred due to expedited delivery to meet the

deadline shall be borne by the Supplier.

5.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information.

5.4 If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.

5.5 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

5.6 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations under this section 4, unless Supplier is not responsible for such breach.

5.7 Transfer of title shall be upon delivery or acceptance by the Customer, as the case may be.

6. Invoices

The order number or contract number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

7. Payment for Products and Services

7.1 The prices stated in the order are binding. Unless otherwise agreed, all prices include delivery in accordance with DDP Incoterms 2020, including packaging, to the delivery address specified in the order and any ancillary services of the supplier (e.g. assembly, installation, commissioning). Prices are exclusive of the prevailing Goods and Services Tax (GST) in Singapore, which shall be separately stated and charged in accordance with the applicable law.

7.2 Purchase Price: The purchase price for the Products shall be as set out in the Purchase Order and shall include the costs of packaging, insurance, and carriage of the Products, unless otherwise agreed in writing and signed by the Customer. No additional charges shall be effective unless agreed in writing and signed by the Customer.

7.3 Charges for Services: The charges for the Services shall be outlined in the Purchase Order and will represent the full and exclusive remuneration of the Supplier for the performance of the Services. Unless otherwise agreed in writing and signed by the Customer, such charges shall encompass all expenses incurred by the Supplier, directly or indirectly, associated with the performance of the Services.

7.4 The invoice will be settled within 30 days after confirmation by the Customer, or in accordance with the PO milestone if applicable. The Supplier shall issue invoice(s) only after the Products have been delivered and/or the Services have been performed. All invoice(s), delivery note(s), and job completion sheets (if applicable), with written acknowledgments by responsible staff bearing the Customer's chop, should be marked with the relevant Purchase Order numbers.

7.5 The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. The period for payment shall commence after the complete rectification of any deficiency.

7.6 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Purchase Order or Contract.

8. Inspection upon receipt

8.1 The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.

8.2 Should the Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.

8.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.

8.4 In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

9. Warranty

9.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 9.9, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide re-performance of services or replacement of deliveries (=rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

Should the Supplier fail to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to: cancel the Purchase Order or the contract in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the Supplier or reperformance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance. Any rectification may take place without a further deadline at the expense of the Supplier if delivery is affected after the original deadline.

9.2 The same shall apply if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.

9.3 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.

9.4 Additional or other statutory rights are not affected hereby.

9.5 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 9.9 shall begin to run once again.

9.6 Notwithstanding the transfer of risk, the Supplier shall bear the costs and risk related to the rectification (e.g. Return costs, costs of transport)

9.7 The warranty period for deficiencies of material is two years, insofar as no statutory provisions provide longer periods.

9.8 The warranty period for deficiencies in title is two years, insofar as no statutory provisions provide longer periods.

9.9 The warranty period begins to run with the transfer of risk (see section 4.1). Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

10. Duty to Verify Title/Duty to Inform

It is essential that the products are delivered free of any third-party rights. Thus, the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

11. Subcontracting to Third Parties

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract or the Purchase Order in whole or in part and claim damages.

12. Insurance

The Supplier shall procure and maintain, at its own cost, all necessary and adequate insurance policies from reputable insurance companies approved in writing by the Customer. These insurance policies shall cover liabilities arising out of or in connection with the performance of the Contract and ensure the Customer (including any member of its affiliated group) is indemnified against all direct and indirect claims, demands, proceedings, costs, charges, liabilities, losses, and expenses (including legal costs).

12.1 Construction Work: the Sub-Contractor shall maintain the following insurance policies:

a. Work Injury Compensation Insurance (WICA)

The Sub-Contractor shall comply with the statutory insurance requirements set out in the Work Injury Compensation Act 2019 of Singapore, ensuring coverage for all employees engaged in the Works.

b. Contractors' All Risks (CAR) / Third Party Liability Insurance (if applicable)

(i) for material damages, not less than the Total Purchase Order Amount; and

(ii) for third party liability: Minimum SGD 1,500,000 for any one occurrence and unlimited in aggregate during the insurance period; and

c. Public Liability Insurance (PL)

(i) A limit of not less than SGD 1,500,000 for any one period of insurance

(ii) The Contractor shall also include "Loedige Singapore Pte. Ltd." as the Insured under the insurance policies taken out pursuant to or in connection with the PO and, at the Customer's request, provide the Customer with copies of the insurance policies or certificates of insurance or endorsements prior to the commencement of the Works Period as evidence that the insurance referred to therein has been affected and is in force at all material times. The Contractors' All Risks and Third-Party Liability insurance policies shall include the "Cross Liability Clause" and shall not include any "Non-contribution Clause".

(iii) The insurance period shall cover the Works Period & working at height (if applicable) and in addition, the period up to the expiration of the Defects Liability Period or completion of making good of all Defects found within the Defects Liability Period, whichever is later. The Employees' Compensation insurance to be taken out must be affected at the Contractor's sole cost and expense and in the joint names of all parties concerned and must cover all employees.

(iv) If the contract involves works or services conducted outside Singapore, the Sub-contractor shall comply with the applicable local laws and procure suitable insurance to cover the relevant risks associated with the project.

12.2 Non-Construction Works: the Service provider shall maintain the following insurance policies:

a. Work Injury Compensation Insurance (WICA)

The Sub-Contractor shall comply with statutory insurance requirements set out in the Work Injury Compensation Act 2019 of Singapore.

b. Public Liability (PL) / Third Party Liability Insurance (If applicable)

SGD 1,500,000 per any one accident; and unlimited for any one period of insurance.

13. Provided Material or Product Compliance

13.1 Material provided by the Customer remains the property of the Customer and is to be stored, labelled as property of the Customer and administered separately at no cost to the Customer. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

13.2 Any processing or transformation of the material shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant.

13.3 The Products shall be new, free from defects in design, material or workmanship, of satisfactory quality and in merchantable condition.

13.4 The Products shall be safe, suitable and fit for any purpose held out by the Supplier or made known to the Customer, whether expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment.

13.5 The Products shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

13.6 The Supplier shall not use or supply any toxic or hazardous products or materials in the performance of the Works. All materials provided must comply with the applicable regulations of the National Environment Agency (NEA) of Singapore and other relevant statutory requirements relating to environmental protection and workplace safety.

13.7 The Supplier must comply with all applicable statutory regulations, including the Workplace Safety and Health Act (WSHA) of Singapore, and adhere to work safety and accident prevention guidelines for services that involve assembly, installation, or commissioning.

13.8 The supplier must provide all the necessary information for any proof of origin required by Customer which must be submitted properly signed, free of charge and without undue delay.

13.9 The supplier must take reasonable measures to ensure compliance with local regulations.

14. Tools, Patterns, Samples, Confidentiality etc.

14.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights the Customer may demand that such materials be returned if the Supplier breaches these duties.

14.2 The Supplier shall not disclose to any third party any information obtained from the Customer, unless such information is already public or lawfully obtained. Any approved subcontractor must agree to the same confidentiality obligations in writing, in compliance with the Personal Data Protection Act (PDPA) of Singapore.

15. Assignment

The Customer shall have the right to assign its rights and obligations under any order or agreement without prior approval of the Supplier; any assignment by the Supplier requires prior written approval of the Customer.

16. Inability to Pay/Insolvency of the Supplier

If the Supplier ceases payment or enters insolvency proceedings, the Customer may terminate the contract and purchase orders. Upon termination, the Customer may continue to use facilities, deliveries, or services already provided by the Supplier against reasonable payment, in accordance with the Insolvency, Restructuring and Dissolution Act of Singapore.

17. Dispute Resolution

Any dispute or difference arising between the Customer and the Sub-Contractor in connection with the PO or the execution of the Works, whether during or after completion, and whether before or after termination or breach, shall first be referred to mediation in accordance with the Singapore Mediation Centre (SMC) Mediation Procedure (as amended from time to time). If the parties fail to reach a consensus within thirty (30) days from the date the dispute arises, the matter shall be submitted to the Singapore International Arbitration Centre (SIAC) for final resolution under its Arbitration Rules.

18. Code of Conduct for Loedige Singapore Suppliers, Security in the Supply Chain

18.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best

efforts to promote this Code of Conduct among its suppliers.

18.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

18.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of the obligations under section 15 by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Customer.

19. Environmental Protection, Duties to Declare, Dangerous Goods

19.1 Should the delivery contain goods which according to international regulations are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation, and shall comply with the requirements of the National Environment Agency (NEA) and the Maritime and Port Authority of Singapore (MPA).

19.2 Export Control and Foreign Trade Data Regulations

Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise Customer in writing within two weeks of receipt of the order and in case of any changes without undue delay of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- The statistical commodity code according to the current commodity classification for foreign trade Statistics and the HS (Harmonized System) coding; and
- The country of origin (non-preferential origin); and upon request of the Customer Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

19.3 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations according to 19.1, unless Supplier is not responsible for such breach.

20. Reservation Clause

The Customer shall not be obligated to fulfil the agreement if such Fulfilment is prevented by any impediments arising out of national or International foreign trade or customs requirements or any embargoes or other sanctions, in accordance with Singapore Customs and applicable international trade regulations, unless Customer was or should have been aware of these obstacles when the agreement was agreed.

21. Supplementary Provisions

Insofar as the provisions of these General Terms and Conditions of Purchase Order do not regulate certain matters, relevant statutory provisions of Singapore law shall apply.

22. Supplier request

Before the Customer recognizes or satisfies defect claims (including reimbursement of expenses) of clients the Customer will provide the supplier with an opportunity to issue a statement. If no statement is issued within an appropriate period, the defect claims granted by the Customer will be considered owed to the client in the legal sense. In such cases, counterevidence will be incumbent upon the supplier.

23. Place of Jurisdiction and Applicable Law

23.1 If the Supplier is a merchant, the relevant court of jurisdiction shall be Singapore.

23.2 Singapore substantive law shall apply, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980.

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