

GENERAL TERMS AND CONDITIONS OF CONTRACT AND APPENDICES

1. OFFER, CONFIRMATION OR CONTRACT

1.1 Any Offer is expressly made conditional on Buyer's assent to all of the terms contained in the Offer, including these Terms and Conditions, without deviation. Acceptance by Buyer of an Offer may be evidenced by (i) Buyer's written or verbal assent or the written or verbal assent of any representative of Buyer, (ii) Buyer's acceptance of delivery of the Products and Services or any such acceptance by any nominated representative, customer, or end user of Buyer, (iii) Buyer's full or partial payment of purchase price of the Products or Services, or (iv) Buyer's issuance of an order form or any similar document (v) other conduct by Buyer or any representative of Buyer consistent with acceptance of the Offer. In all these cases, the Acceptance by Buyer or any of its Representative is an express assent of all the terms contained in the Offer, including these General Terms and Conditions.

1.2 In the event that any Offer or Confirmation is sent in response to Buyer's blanket purchase order, the terms and conditions of that Offer or Confirmation, including these Terms and Conditions, shall apply to any delivery by Seller, irrespective of whether Buyer submits additional purchase orders. All terms and conditions of such additional documents by Buyer are subject to Seller's additional confirmation.

1.3 If Seller receives an order (verbal or written) from Buyer for the sale by Seller and purchase by Buyer of Goods and Services and such order is not a response to an Offer by Seller, or if Seller receives an order or acceptance (verbal or written) by Buyer which deviates from Seller's Offer, such order or acceptance, respectively, shall constitute a Contract between Seller and Buyer upon explicit Confirmation by Seller itself or by Seller's Commencement of the Performance of the Obligation.

2. PAYMENT, DELAY, SET-OFF, AND INVOICE DISPUTES

2.1 Unless otherwise stated in the Offer, full payment of the Contract Price is required before delivery of Goods or Services. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller. Seller acknowledges the right of the Buyer to pay directly or through an authorized third party payments provider or facility.

2.2 Buyer comes into delay, without the need of notice, the moment it fails to pay on due date as provided for by the Contract, Invoice, or Billing. Seller shall be entitled to the remedies set forth in Article 7 hereof, in addition to any other remedies available to Seller at law, by statute, in equity or otherwise. All late payments shall bear interest at the rate of 5% per annum from the due date to the payment date.

2.3 Unless otherwise provided in Clause 2.4 of this Contract, Buyer shall not withhold payment of any amounts due and payable with the Seller.

2.4 If Buyer disputes any billing statement or invoice or portion thereof, it shall notify Seller in writing within three (3) days of receipt of said billing statement or invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing with acknowledgement of receipt shall be deemed to be undisputed and shall be due and payable as set forth above.

3. ASSIGNMENT/SUBCONTRACTING

The Seller shall have the right to assign or subcontract any part of its obligations under this Contract, provided, however, that, notwithstanding any such subcontract, Seller shall not be relieved of its responsibilities hereunder.

4. ADEQUATE ASSURANCE

If, following the date of this Contract, the creditworthiness or financial responsibility of Buyer becomes or appears, in Seller's sole judgment, to have become impaired or unsatisfactory to Seller, Buyer shall, upon demand by Seller, provide Seller with adequate assurance of Buyer's due payment of the full Contract price in form and substance satisfactory to Seller. If Buyer fails to comply with such demand of Seller, such failure may be considered to constitute a repudiation of this Contract by Buyer with respect to Buyer's performance not yet due, and Seller shall be entitled to the remedies set forth in Article 7 hereof, in addition to any other remedies available to Seller at law, by statute, in equity or otherwise.

5. DELIVERY, RISK OF LOSS, TITLE, AND SECURITY INTEREST

5.1 Unless otherwise provided for in the Offer, all shipments are exclusive of freight charges, which shall be paid by the Buyer. Delivery to carrier constitute delivery to Buyer. It is the Buyer's responsibility to seek compensation from the carrier for damaged or missing freight. In the event Buyer fails to nominate its carrier, Seller may, at its sole discretion and for Buyer's risk and account, arrange for the transportation of the Goods to the Buyer's place of business, without prejudice and in addition to any other rights and remedies Seller may have under this Contract or at law, in equity, by statute or otherwise. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first. Delivery

of the goods or services to Buyer's nominated Representative, Customer or End User constitutes delivery to Buyer. Any stated delivery dates are approximate.

5.2 Upon such delivery, risk of loss of the Goods shall pass to Buyer, subject to Seller's right of stoppage in transit or otherwise.

5.3 Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods or Services.

5.4 As collateral security for the full payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modification thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Seller shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Products; however, the failure of Seller to file any such document shall not in any way act as a waiver of Seller's right to such security interest.

6. INSPECTION AND ACCEPTANCE

Upon arrival of any Goods at the place to which such Goods shall have been shipped hereunder or upon performance of any Services by Seller at the place mutually agreed upon between the parties, Buyer shall immediately inspect such Goods or Services at its own cost, and if Buyer finds that such Goods or Services do not conform to their description in this Contract or any other terms and conditions hereof, Buyer shall, within fifteen (15) days after the arrival of Goods or completion of Services, give Seller a written notice with acknowledgement of receipt specifying the details of the nonconformity. Such notice shall report - at least - the references to the job number (if any), to the bill of parcel and to the identification elements of traceability, and it shall contain an appropriate and detailed description of the defects and nonconformity with photographic evidence. A failure of Buyer to give such notice to Seller within such period shall constitute an irrevocable acceptance of Goods or Services by Buyer. Seller shall have the right, following any rightful rejection, either to substitute conforming Goods or Services, or repair the same within a reasonable period of time after Seller's receipt of the aforesaid notice from Buyer. Acceptance by Buyer's nominated Representative, Customer or End User constitutes acceptance by Buyer. The right to inspect and accept provided herein extends to such Representative, Customer or End User.

7. DEFAULT

If Buyer fails to carry out any of the terms and conditions of this Contract or of any other contract with Seller, or becomes insolvent, if a proceeding is instituted or commenced by or against Buyer under any bankruptcy, insolvency or similar law, or if a receiver, trustee or liquidator is appointed for Buyer or any of its assets, or Buyer executes an assignment for the benefit of creditors, Seller may, at its sole discretion, (i) terminate this Contract or any part thereof, (ii) declare all obligations of Buyer immediately due and payable, (iii) resell the Goods or Services, (iv) hold the Goods for Buyer's account and risk, (v) suspend, delay or cancel any credit, delivery or any other performance by Seller, (vi) suspend the delivery of Goods or performance of Services and/or (vii) stop the Goods in transit, without prejudice and in addition to any other rights or remedies available for Seller under this Contract or at law, by statute or in equity. Buyer shall reimburse Seller for all losses or damages arising directly or indirectly from such events of default.

8. CONFIDENTIALITY

Parties shall not use any proprietary information received from each other hereunder (other than such information as is known to the other or in public domain without the fault of either Party) for any purpose other than the performance of this Contract, and shall not disclose the same to any third party.

9. RESTRAINT OF TRADE

Neither of the Parties shall, at any stage after the commencement of this Agreement, and for a period of two (2) years after this Agreement has terminated, make any offers of contract or employment to any staff member, who is or has been employed by the other and has been involved in the execution of this Agreement. The aforementioned restraint shall not be applicable in the event where the prior written approval to make such an offer has been obtained from the party who is or has been the employer of such staff member. For the purpose of this clause "staff member" shall include but not be limited to permanent employees, part-time employees and independent contractors.

10. PROPRIETARY RIGHT

Unless otherwise provided for in the Offer, nothing in this Agreement shall convey to either party any proprietary or intellectual property rights, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract rights and licensing rights (the "Intellectual Property Rights") belonging to the other party, or be deemed to license either party to use any such Intellectual Property Rights of the other party, except for the express limited purposes set forth herein.

11. FORCE MAJEURE

Neither party shall be liable for any delay or default in the performance of its obligations hereunder if such delay or default is directly or indirectly due, in whole or in part, to act of God or of a public enemy, war (whether declared or not) or act of terrorist or threat of the same, export restriction, act of any government or any state or political subdivision thereof, court injunction or order, fire, flood, explosion or other catastrophe, epidemic or quarantine restriction, strike, lockout, sabotage, slowdown or other labor disputes, explosion, accident, breakdown or unavailability in whole or in part of machinery, plant, transportation or loading facility, inability or difficulty to obtain power, material, labor equipment or transportation, freight embargo, delay or failure in suppliers' or subcontractors' furnishing goods or services to Seller due to any such cause, any supplier's or subcontractor's insolvency or bankruptcy, or any other cause or causes beyond the reasonable control of Seller. In the event of any such occurrence, the Parties may mutually agree to extend the time of delivery of the Goods or performance of Services or terminate unconditionally and without liability the unfilled portion of the Contract to the extent so affected or prevented.

12. Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties agree to use all reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they agree to consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Any controversy or claim arising from or relating to this Contract or breach thereof not resolved amicably within sixty (60) days will be settled by arbitration administered by the Philippine International Center for Conflict Resolution (PICCR) or Philippine Dispute Resolution Center, Inc. (PDRCI) Arbitration Rules as at present in force. Following the end of the sixty (60) day period, any party may, in a written notice delivered to the other party, demand arbitration. The board of arbitrators shall be composed of Three (3) members chosen as follows: One (1) member shall be chosen by the Buyer and One (1) member shall be chosen by the Seller. The said Two (2) members, in turn, shall select a third member acceptable to both of them. The decision of the Board of Arbitrators shall be rendered within sixty (60) days from the first meeting of the board, which decision when reached through the affirmative vote of at least Two (2) members of the board shall be final and binding upon the Buyer and Seller. The parties stipulate that the provisions of this Section constitute a complete defense to any proceeding instituted in any Courts of Law or before any administrative tribunal with respect to any controversy or dispute arising out of this Contract. The arbitration provisions hereof will, with respect to such controversy or dispute, survive the termination or expiration of this Contract. Such arbitration proceeding will be conducted in Makati City, Philippines at a location designated by a majority of the arbitrators.

13. WARRANTY, EXCLUSIONS, AND RESPONSE TIME

13.1 Seller warrants that all goods manufactured or developed by Seller shall, at the time of sale, comply with applicable Seller specifications. Seller warrants the goods of its development or manufacture to be free from material defects for the period of one (1) year from delivery. All products not developed or manufactured by Seller are sold only with the warranties provided by the developer or manufacturer of the products, if any.

13.2 Seller warrants that it shall perform any services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Contract. Seller warrants the services be free from defects in workmanship for the period of six (6) months from delivery. All services not performed by Seller are sold only with the warranties provided by the provider of the services, if any.

13.3 Except for the warranties explicitly set forth above in this paragraph 13, seller makes no warranty whatsoever with respect to the goods or services, including any (a) warranty of merchantability, (b) warranty of fitness for a particular purpose, (c) warranty of compliance with all applicable laws and regulations, (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, trade models, course of performance, usage of trade, or otherwise.

13.4 Seller shall not be liable under any warranty if its testing and examination discloses that the alleged defect in the product or services (a) does not exist; (b) was caused by buyer's or its nominated end user's misuse, neglect, improper installation, lack of proper maintenance, unauthorized attempts to repair; (c) events beyond seller's reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather or hazard; (d) normal wear and tear; (e) that have been modified, disassembled, reversed engineered, serviced, or reassembled by any third party or any unauthorized persons, including unauthorized personnel of Seller.

13.5 If the Goods or Services fail to meet Seller's warranty, Seller shall use its best efforts to make the Goods or Services conform to the applicable specifications as soon as possible. Seller shall continue to use its best efforts to make the Goods or Services conform to the applicable specifications until it meets the Seller's warranty.

13.6 Within a period of time, not to exceed the actual warranty period applicable, Buyer shall notify Seller in writing with acknowledgment of receipt if it believes that any of the goods or services delivered does not meet the warranty set forth in this Section. Such notice shall specify the details of the nonconformity. Such notice shall report - at least - the references to the job number (if any), to the bill of parcel and to the identification elements of traceability, and it shall contain an appropriate and

detailed description of the defects and nonconformity with photographic evidence. A failure of Buyer to give such notice to Seller within such period shall constitute an irrevocable waiver of the claim.

13.7 Seller shall respond within a reasonable time after the receipt of the notification.

14. ASSIGNMENT

Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract

15. RELATIONSHIP OF PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. LIMITATION OF LIABILITY

16.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Seller, Seller's officers, directors, partners, employees, agents, and subcontractors, to Buyer, and anyone claiming by, through, or under Buyer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Contract from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the AT COST PRICE paid to Seller for this Contract.

16.2 In no event, whether as a result of a breach of contract or warranty, tort (including, without limitation, negligence and strict liability) or otherwise, shall seller be liable for any incidental, consequential, indirect, special, exemplary or punitive damages, for any loss of profit, revenue or contract, loss of use, cost of downtime, cost of substitute goods or services (whether direct, indirect or whatsoever), or for any claims made by buyer's customers or any other person for such damages. All claims for such damages, losses, revenues or costs which may be recoverable by buyer at law, in equity, by statute or otherwise, are hereby expressly waived by buyer.

16.3 Buyer shall assume all risks and liabilities resulting from any use, process, consumption, resale or other disposition of the Goods delivered or Services performed under this Contract.

16.4 This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or Services at the price charged. The limitation of liability and obligation herein provided shall survive the termination of this Contract.

17. INDEMNIFICATION OF SELLER

Buyer shall indemnify, protect and hold harmless the Seller, Seller's officers, directors, partners, employees, agents, subcontractors, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the Goods and Services, regardless of where, how and by whom operated except when such losses, damages or injuries are caused by the fault or negligence of the Seller. The indemnification and assumptions of liability and obligation herein provided shall survive the termination of this Contract.

18. DUE DILIGENCE

The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and Services and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.

19. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be considered as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

20. ENTIRE CONTRACT

This document including any attachment constitutes the entire Contract between the parties with respect to the subject matter of this Contract.

21. SEVERABILITY

If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. NOTICE AND COMMUNICATION

All notices and communications with respect to this Contract shall be in writing by mail, e-mail, fax, electronic message, digital communication, or other means as agreed to by the parties, and sent to the addresses stated hereunder or to any other such address as may be designated in writing by mail, e-mail, fax, electronic message, digital communication, or other means similarly agreed to. Notice and Communication to Buyer's nominated Representative, Customer or End User constitutes Notice and Communication to Buyer.

23. GOVERNING LAW

These terms and conditions shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.

24. CONTRACT ATTACHMENTS

Contract Attachments include, but not limited to, the following: Scope of Supply and Services (Sales Offer), Technical Conditions and Description, Project Coordination and Management, Payment Schedule, Sub-suppliers, Ancillary Contracts, and Dossier of Attachments and Document Requirements.

25. MODIFICATION

Seller may modify these Terms and Conditions from time to time, in which case the new Terms and Conditions will supersede prior versions. The modification becomes effective once the modified Terms and Conditions are posted on the appropriate location within the website operated by the Company. Buyers must refer to the Terms and Conditions on a regular basis for the latest version, since a separate notification will not be provided. These Terms and Conditions were last updated on 17 November 2023.