

General Terms and Conditions of Sale valid from 01.01.2018

DIESEL TECHNIC ASIA PACIFIC PTE. LTD. · 5 Toh Guan Road East · Block 1, #02-04/05, #02-07/09, #03-01/03 · Singapore 608831

1. Scope, use of objects

- 1.1 All deliveries made by DIESEL TECHNIC ASIA PACIFIC PTE. LTD. (referred to in the following as: "DTSG") shall be made on the basis of the following General Terms and Conditions of Sale, Delivery and Payment (referred to in the following as: "GTC"). These shall provide the foundation for all offers made by DTSG, acceptances and agreements and the GTC shall be viewed to have been recognised and fully accepted by the Purchaser upon the placing of order or acceptance of the delivery by the Purchaser for the duration of the entire business relationship. As such, the supply of good and/or services by DTSG under any contract shall be subject to this GTC to the exclusion of any other terms and conditions contained or referred to in any documentation, implied by trade custom practice or course of dealing.
- 1.2 The General Terms and Conditions of Business of the Purchaser shall only apply to the extent that DTSG has explicitly approved such in writing.
- 1.3 All agreements must be entered into in writing.
- 1.4 Any parts supplied by DTSG may only be installed by trained staff in specialised workshops using the special tools intended for this purpose and in accordance with the installation and service regulations of the respective vehicle manufacturer.

2. Offer and entering into agreement, product description, reservation of the right to make changes

- 2.1 Insofar as an acceptance period is not explicitly contained in the offers made by DTSG, the offers shall be considered as containing non-binding price information. An agreement shall only come into force once an order is accepted by written confirmation of order, unconditional delivery or invoicing by DTSG.
- 2.2 The Purchaser is bound to his order or his other contractual offer for four weeks and cannot otherwise cancel or revoke such order or offer.
- 2.3 Insofar as nothing to the contrary has been agreed, the quality, quantity, description and specification of all goods sold by DTSG shall be determined exclusively in accordance with the product description agreed in writing between DTSG and the Purchaser.
- 2.4 DTSG shall reserve the right to make design or formal changes, deviations in the colour shade or any other changes to the goods to be delivered which must be accepted by the Purchaser insofar as the changes or deviations do not materially affect the normal scope in which the goods are to be used or are reasonable considering the interest of both parties and, in particular, those of the Purchaser.

3. Prices

Insofar as nothing else may be determined from the confirmation of order, the prices shall apply ex-factory exclusive of transport packaging; the latter shall be charged separately to the Purchaser by DTSG. The goods and services tax, statutory value added tax or similar tax is not included in the prices; such tax shall be stated separately in the invoice in addition to the price to be paid and borne by the Purchaser.

The price of the goods shall be the price stated in DTSG's offer which has been accepted by the Purchaser or the price stated in the Purchaser's offer which has been accepted by DTSG, or where the price has not been explicitly mentioned, the price listed in DTSG's published price list current at the date of conclusion of the relevant contract.

4. Terms of payment, payment default

- 4.1 The purchase price shall fall due for payment in full on delivery or collection without any deduction or set-off less any down payment (if already made and paid to DTSG). The granting of discounts must be based on a separate agreement. The Purchaser shall only be deemed to have made payment when the relevant funds are made available to DTSG in cleared funds. Bills of exchange shall only be accepted after prior written agreement.
- 4.2 The Purchaser shall be deemed to be in fundamental default of his obligations insofar as he has failed to make payment on or before the expiry of 14 days from delivery.
- 4.3 DTSG shall reserve the right to use payments received to settle the oldest outstanding invoice items plus any accrued default interest and costs, in the order of costs, interest, main receivables.
- 4.4 If the Purchaser fails to make any payment when it falls due, DTSG shall be entitled to charge the Purchaser interest (before and after judgement) on the amount unpaid at the rate of 6 per cent per annum until payment in full is made. A part of a month shall be treated as a full month for the purposes of calculating interest.

5. Handing over of the goods of purchase/delivery/delay in acceptance on the part of the Purchaser

- 5.1 Deliveries shall be made ex DTSG factory Singapore unless the parties explicitly agree to the contrary.
- 5.2 If it has been agreed to deliver the goods of purchase, all the costs of sending the goods of purchase ex DTSG factory Singapore shall be borne by the Purchaser in the absence of any agreement to the contrary. The risk or loss or damage to the goods shall pass to the Purchaser once the goods have been given to the person executing the transport or to the collecting Purchaser or once the goods have left DTSG's warehouse for the purposes of transporting, whichever is earlier.
- 5.3 DTSG shall take up transport insurance solely at the wish of the Purchaser, which must be communicated to DTSG in good time, and at the Purchaser's expense.
- 5.4 In respect of the collection of goods by the Purchaser or by the transport company commissioned, agreed deadlines must be observed punctually. In the case of failure to observe the collection date for goods reported to be ready for dispatch, DTSG is entitled to dispose of the goods on the following day if still uncollected. The Purchaser shall bear all costs arising from the late collection or late provision of means of transport. If in the case of orders for the delivery of several goods over several agreed times in instalments, the agreed collection periods and dates are not observed by the Purchaser, DTSG is entitled after the Purchaser has failed to collect any part of the goods despite a written reminder by DTSG, to at its sole discretion (1) deliver the remaining goods, (2) withdraw from any part of the order which has not yet been delivered or collected and to demand damages. If DTSG demands damages instead of performance, this shall amount to 15 % of the purchase price. The Parties agree that such prescribed damages is a genuine pre-estimate of the damages to be suffered by DTSG. The damages to be claimed may be adjusted to a higher amount if DTSG is able to prove such higher damages than the prescribed 15% of the purchase price. The duty to accept the goods of purchase at the agreed collection time is a main contractual duty of the Purchaser.
- 5.5 Partial performance and/or delivery of goods by DTSG must be accepted by the Purchaser insofar as the Purchaser can be reasonably expected to accept such.
- 5.6 Delivery periods stated in the confirmation of order are not binding delivery dates but they only state the expected delivery date and time for the delivery/performance shall not be of the essence of any contract. Therefore, delay or non-compliance of the expected delivery date does not constitute any delivery default and DTSG shall not be liable for any delay in delivery

or performance howsoever caused. Any fixed delivery date or a binding delivery period desired by the Purchaser for time to be of the essence must be stated as such explicitly in written form on ordering and must be explicitly confirmed by DTSG in writing in the confirmation of order. Otherwise, it shall be presumed that there is no such explicit agreement for a fixed delivery date on acceptance by DTSG where time is of the essence.

- 5.7 Commencement of the delivery period specified by DTSG in the confirmation of order is subject to clarification of all technical questions with the Purchaser. The processing of any order and timely delivery by DTSG is subject to the punctual and correct performance of the duties on the part of the Purchaser, in particular, with respect to duties to provide clarifications on technical questions and any other necessary information relating to the goods within sufficient time to enable DTSG to perform in accordance with the terms of the order.
- 5.8 DTSG is not obliged to take back goods which are free from defect after delivery and to reimburse the purchase price which has already been paid. If goods without defect is taken back by DTSG at the request of the Purchaser completely or in part, this shall purely be based on pure good will and agreement on the part of DTSG and shall not substantiate any claim of the Purchaser whatsoever and the case of DTSG accepting to various taking back of goods does not mean that there must be future acceptances and reimbursements. Any statutory duties to take back goods, in particular in the case of dispute, shall remain unaffected insofar as and to the extent that these rights of the Purchaser are not precluded by a different agreement.

6. Reservation of ownership

- 6.1 The goods of purchase shall remain the property of DTSG until DTSG has received in cash or cleared funds payment in full of the purchase price of the goods and all other goods agreed to be sold by DTSG to the Purchaser for which payment is then due. The Purchaser shall treat and deal with all purchased goods with proper care. In the event of a loss of, damage to or destruction of the goods of purchase, the Purchaser here and now assigns any damage claims against third parties to DTSG.
- 6.2 The Purchaser shall be authorised to resell the goods of purchase only in the ordinary course of business and only on the condition that payment of the value of the goods of purchase is made to the Purchaser. The Purchaser must also agree with his customer that the customer acquires ownership only upon the payment of this sum to DTSG.
- 6.3 Until such time as the property in goods passes to the Purchaser, the Purchaser shall hold the goods as DTSG's fiduciary agent and bailee and shall keep the goods separate from those of the Purchaser and third parties and properly stored protected and insured and identified as DTSG's property but shall account to DTSG for the proceeds of sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Purchaser and third parties and in the case of tangible proceeds properly stored protected and insured.
- 6.4 Where the goods have been incorporated by the Purchaser into any product or article in such a way that the substance and identity of the goods have been irrevocably altered or destroyed, then property in such new product(s) or article(s) shall immediately upon its or their creation vest wholly in DTSG, and the provisions of the preceding sub-conditions shall apply mutatis mutandis to such products or articles as if they were goods remaining the property of DTSG; provided that this sub-condition shall not apply if DTSG has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by DTSG to the Purchaser for which payment is then due. For the avoidance of doubt, it is hereby declared that the provisions of the preceding sub-conditions shall continue to apply to goods which have been incorporated by the Purchaser into any product or article in such a way that it would apply if the substance and identity of the goods had not been irrevocably altered or destroyed.
- 6.5 Until such time as the property in the goods passes to the Purchaser (and provided the goods are still in existence and have not been resold) DTSG shall be entitled at any time to require the Purchaser to deliver up the goods to DTSG and if the Purchaser fails to do so, forthwith to enter upon any premises of the Purchaser or any third party where the goods are stored and repossess the goods.
- 6.6 In the event of resale, the Purchaser hereby assigns to DTSG all current and future claims in the amount of the final invoice amount (including turnover tax) payable to him from the resale against his customers or third parties irrespective of whether the respective goods of purchase have been resold without or after processing. DTSG hereby accepts the respective assignment. The Purchaser is obliged to disclose the said assignment by corresponding indications in his business accounts.
- 6.7 The Purchaser shall remain authorised to collect claims against his customers or third parties also after the assignment. The authority of DTSG to collect the claims itself shall not be affected by this. DTSG shall not collect the claims insofar as and for as long as the Purchaser satisfies his payment commitments in accordance with the terms of the agreement and has not filed any application for the commencement of insolvency proceedings. If one of the last mentioned circumstances has arisen, the Purchaser must on request provide all information necessary to collect the assigned receivables (i.e. payments due to the Purchaser from the Purchaser's customers or third parties) and, in particular, provide the corresponding documents and to advise the debtors concerned (third parties) of the assignment.

7. Delivery default

If DTSG is temporarily prevented as a result of force majeure, in particular strike, lockout, operational disturbances through fire, severe weather or water, or war, sovereign decree or other circumstances for which DTSG is not responsible, to supply the goods of purchase at an agreed date or within an agreed period, DTSG shall not be liable or be deemed to be in breach by reason of such delay or failure to perform and the delivery dates and periods shall be extended by the time of above mentioned event or its effects.

8. Material defects

- 8.1 The limitation period for claims and rights based on defects in the goods delivered, irrespective of the reasons whatsoever, is one year commencing from the date on which the goods are delivered or deemed to be delivered.
- 8.2 In the event of a replacement delivery as part of the obligations to replace certain goods, the warranty period for such goods delivered for replacement shall not commence anew, but rather the old warranty period shall remain for these goods. This shall also apply in the event of any repair.
- 8.3 The request of the Purchaser for rectification must be made in writing. Upon receiving such request, DTSG shall have the right in its sole discretion to choose between repairing the goods and delivery of new goods in replacement. DTSG must be given an appropriate time period for every case of rectification.
- 8.4 If DTSG fails to rectify within reasonable period of time, the Purchaser shall be entitled to reduce the price accordingly to take into account the price which should not be paid for these goods which are not rectified and delivered to the satisfaction of the Purchaser or to cancel such orders.

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- 8.5 Information on properties and durability and other information from DTSG are only independent and binding warranties if they have been explicitly agreed and described as such. In all other cases, no sale shall be deemed to be a sale by description. No condition is made or to be implied nor is any warranty given or to be implied as to the life or condition of the goods supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to DTSG. In this regard, other than expressly provided in this GTC, all other warranties, conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law. DTSG binds itself only to deliver goods in accordance with the general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. If products are manufactured in accordance with the design documents submitted by the Purchaser, DTSG shall merely be liable for correct execution and manufacture in accordance with such design documents. If DTSG is sued by third parties for damages (e.g. due to the infringement of copyrights, ancillary rights or product defects) the cause of which is not to be found in the production of goods by DTSG, but is to be attributable to causes due to the Purchaser (such as in the case where design documents submitted by the Purchaser infringes the intellectual property of any third party), the Purchaser agrees to indemnify DTSG in full against these claims on first request.
9. **Rescission**
The Purchaser may only terminate an agreement if DTSG is responsible for a fundamental breach of its contractual obligations and fails to remedy such breach within reasonable period of time after being notified in writing by the Purchaser informing such breach. In the case of such breaches, the Purchaser must declare within seven (7) days after request from DTSG whether he wishes to terminate the agreement due to the breach or insists on the delivery.
10. **Damages, liability restrictions and exclusions**
10.1 DTSG shall only be liable for wilful intent, gross negligence and in the case of fraud without restriction. In the case of mild/mere negligence, DTSG shall be liable insofar as it has infringed a duty which is of material significance to the achievement of the contractual purpose (cardinal duty), restricted to the actual loss and expense sustained by the Purchaser as a result of the breach and DTSG shall in no event be liable whether arising in tort (including negligence), contract or otherwise for any loss of profit or goodwill, loss of use or anticipated savings or similar losses or any type of special, indirect or consequential loss whatsoever (including loss of damage suffered by the Purchaser as a result of an action brought by a third party) even if such loss was reasonably foreseeable or it had been advised of the possibility of these being incurred. Irrespective of the reason for the claim, DTSG shall assume no further liability insofar as nothing to the contrary has been agreed between the parties.
10.2 The above liability restrictions and exclusions shall not apply to claims based on the damage arising from the death or personal injury. Insofar as the liability of DTSG is restricted or ruled out, the personal liability of the vicarious agents of DTSG shall similarly be restricted or ruled out.
11. **Altered circumstances at the Purchaser**
11.1 If the financial circumstances of the Purchaser worsen considerably, and if he has disposed goods outside the regular course of business which DTSG has delivered under reservation of ownership or if he liquidates his company, DTSG is entitled to render all claims due immediately, repurchase bills of exchange at the expense of the Purchaser and only to continue to deliver against advance payment or provision of security.
11.2 In the case of discontinuation of payment or the excessive indebtedness of the Purchaser or if an insolvency or settlement proceedings are applied for on his assets, DTSG is entitled to either assert the aforementioned rights or to terminate concluded agreements for the sale of goods as DTSG so chooses in its absolute discretion.
12. **Export control**
The export of certain products, technical information or documentations which can be procured from DTSG, e.g. due to their nature or their purpose or final destination, are subject to applicable laws, regulations and regulatory authorisations. The Purchaser shall strictly observe the export laws pertinent to the products, technical information and documentations and in particular the legislations of the EU and the EU Member States and of the USA. The Purchaser shall procure all applicable licences and export documents at his own expense which are necessary for the resale of products procured from DTSG. The Purchaser furthermore undertakes to obligate all recipients of products and technical information pro-cured from DTSG in the same manner and to inform them of the necessity to observe these laws and ordinances. The access to products, technical information and documentation on the website of DTSG may only be made if and on the basis that they comply with the aforementioned requirements and undertakings; otherwise DTSG is not obliged or liable in any way.
13. **Miscellaneous**
13.1 The Purchaser and DTSG agree to submit to the non-exclusive jurisdiction of the Courts in the Republic of Singapore for all disputes arising from the contractual relationship for sale of goods by DTSG irrespective of the legal reason and legal nature. In addition, DTSG shall be entitled to take action against the Purchaser at any place in which the Purchaser conducts its business, as DTSG so chooses.
13.2 The agreement to sell goods and the GTC shall be governed by the laws of the Republic of Singapore.
13.3 In the event of any provisions of these General Terms and Conditions of Sale and Delivery is held to be invalid or unenforceable in whole or in part, this shall not affect the validity of the other provisions. Ineffective or impracticable provisions shall be replaced by a provision which comes as close as possible to the financial/business content of the ineffective or impracticable provision.
13.4 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any contract for the sale of goods with DTSG.

Status: January 2018