

Singapore Addendum to Terms and Conditions of Sale

This Singapore Addendum to Terms and Conditions of Sale (the “**Addendum**”) provides special terms to the Terms and Conditions of Sale (the “**Conditions**”). In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail. The following sections shall replace the applicable section in the Conditions and to the extent a section is not already in the Conditions, shall be added to the Conditions.

15. RETENTION OF TITLE

If any credit terms are extended in connection with the Contract, the following shall apply:

- 15.1 All Products delivered shall remain property of Seller until the purchase price and all other ancillary claims have been fully paid (such Products will be hereinafter referred to as “Retained Products”). When bills of exchange and checks are accepted, they will not be considered payment until they have been honored. The ancillary claims include, in particular, costs for packaging, freight, insurance, bank charges, charges incurred when reminding Buyer that payment is past due, attorneys’ fees, court fees and other costs and expenses.
- 15.2 In case of a current account, the retention of title serves as security for any balance owed to Seller. Products already paid for shall remain Seller’s property until all of Seller’s outstanding claims have been paid.
- 15.3 Buyer shall store the Retained Products as customary in the industry for the benefit of Seller. Buyer must store the Retained Products separately and mark them as Seller’s property. Seller shall be entitled to check whether the Retained Products are marked and stored separately after providing Buyer with limited advance notice. If a petition in bankruptcy is filed against the assets of Buyer, Seller itself shall be entitled to immediately mark the Retained Products as Seller’s property and/or to repossess them. Buyer shall be liable for any loss of Seller’s Retained Products. Buyer shall be obliged to insure the Retained Products, at its expense and for the benefit of Seller, against all risks, in particular against fire, water and theft. Buyer hereby assigns all future insurance claims to Seller. Seller must be immediately notified of any incurred loss or damage. If Buyer fails to provide proof of insurance, Seller shall be entitled to insure the Products, at Buyer’s expense, against the above-mentioned risks.
- 15.4 Any processing of or modification to the Retained Products shall be performed for

Seller as “manufacturer”, without creating any obligations for Seller. Processed Products shall be considered Retained Products as defined in Section 15.1. If Buyer processes, combines or mixes Retained Products with other Products, Seller shall be entitled to jointly own the new good in proportion of the invoiced price of the Retained Products to the invoiced price of the other Products used. If Seller’s ownership in the Retained Products ceases due to the combination or mixing with other Products, Buyer hereby transfers part of its ownership rights in the new good equaling the invoiced price of the Retained Products used in the new Products and agrees to store the new Products for Seller free of charge. The joint ownership rights hereby created shall be deemed Retained Products within the meaning of Section 15.1.

- 15.5 Buyer shall only be entitled to resell, process, combine or mix the Retained Products with other products (hereinafter collectively referred to as “Resale” of the Retained Products) if such action is taken in the proper course of business and if Buyer is not in default. Any other disposition of the Retained Products is not permitted. Seller must be immediately notified of any third party attachments or other seizures of the Retained Products. The costs of any intervention, e.g., costs for commencing an action to prevent the foreclosure of a third party into Buyer’s assets, shall be borne by Buyer if such costs cannot be collected from the third party (the defendant in the action) upon first demand and if the intervention was justified. If Buyer grants its buyers an extension for the payment of the purchase price, Buyer must retain title to the Retained Products subject to the same conditions on which Seller retained title to the delivered Retained Products; however, Buyer shall not be obligated to extend the retention of title with respect to future claims against its buyers. If Buyer does not comply with the foregoing it shall not be entitled to the Resale of the Retained Products.
- 15.6 Buyer’s claims from any Resale of the Retained Products are hereby assigned in advance to Seller. They shall serve as security to the same extent as the Retained Products do. Buyer shall only be entitled and authorized to the Resale of the Retained Products if it is ensured that Buyer’s claims arising from the Resale will be transferred to Seller.

- 15.7 If Buyer sells the Retained Products together with products from other suppliers at a lump sum price, Buyer has to assign its claims arising from that sale in the

amount of the invoiced price of the Retained Products sold.

- 15.8 If an assigned claim is included in a current account, Buyer hereby assigns to Seller that part of the balance (including the final balance arising from the current account) which equals the amount of the claim.
- 15.9 Buyer shall be entitled to collect the claims assigned to Seller until such right is revoked by Seller. Seller shall be entitled to revoke the right to collect such claims if Buyer does not duly meet its payment obligations under any business transaction with Seller, or if Seller becomes aware of circumstances which could materially reduce Buyer's creditworthiness. If the conditions to exercise the revocation right are met, Buyer, at Seller's request, shall immediately disclose the assigned claims and their debtors, provide all information required for collecting such claims, submit the pertinent documents to Seller and notify the respective debtors of the assignment. Seller reserves the right to personally notify the debtors of the assignment.
- 15.10 If the nominal value (invoiced price of the Products or face value of the claims) of Seller's security interest exceeds the value of secured claims by more than [twenty percent (20%), Seller, at Buyer's written request, shall be obliged to release security interests at Seller's discretion.
- 15.11 Seller's exercise of its right to retention of title shall only be considered as a withdrawal from the contract if expressly stated in writing by Seller. Buyer's right to possess the Retained Products shall cease if Buyer fails to meet its obligations under this or any other contract.
- 15.12 If delivery is made to the United States of America, Buyer hereby grants to Seller a purchase money security interest to secure payment, performance and satisfaction of all present and future debts, obligations or other indebtedness of Buyer to Seller, in all Products acquired from Seller, as well as all other identifiable proceeds from the sale of such Products, and a security interest in any related accounts receivable.
- 15.13 Buyer hereby irrevocably authorizes Seller from time to time to file and lodge a copy of any documents required under the applicable jurisdiction (including a registration of a floating charge, financing statements, continuation statements and any amendments thereto to perfect its security interests) (such documents "**Security Documents**") and to provide

any other information required to make any such filings. At Seller's request, Buyer shall pay the cost of filing any such Security Documents or any amendments thereto or promptly reimburse Seller for the cost thereof, as applicable. Buyer shall provide Seller with thirty (30) days' prior written notice of any name change, change in place of business, or, if more than one, its chief executive office, or its mailing address, its organizational number, type of organization, jurisdiction of organization or other legal structure. Buyer hereby appoints Seller as Buyer's attorney-in-fact for the purposes of carrying out the provisions of this Section 15 and taking any action and executing any instrument which Seller may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

- 15.14 This Section 15 is intended to enable Seller to avail itself, in addition to all other rights and remedies available at law, in equity or as contemplated in the Contract, of all rights and remedies of a holder of a right to retention of title, and a holder of a purchase money security interest under the Uniform Commercial Code (or equivalent legislation) of the applicable jurisdiction. Buyer shall cooperate with Seller and take all necessary actions, including, without limitation, executing any additional documents requested by Seller, to cause it to receive all such rights and remedies (including, where delivery is made to a country whose jurisdiction does not recognize a right to retention of title and/or a right to a purchase money security interest as set forth in this Section 15 and/or whose jurisdiction requires compliance with further requirements in order to give effect to a retention of title right or a right to a purchase money security interest, such actions and documents as are required to achieve a comparable protection for Seller to assure delivery and secure prompt payment of the purchase price).

26. **CONTRACT (RIGHTS OF THIRD PARTIES) ACT**

It is expressly provided that, other than as set out in Section 12.3 of the Contract, and notwithstanding any other provision contained in the Contract, a person or entity who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of the Singapore Statutes) to enforce any of the terms of the Contract.