

XSYS' General Conditions of Sale ("the General Conditions")

These General Conditions apply to all offers, sales, and deliveries of goods or services by **XSYS Flexo Singapore Pte. Ltd.**, a limited liability company established under the laws of the Republic of Singapore, having its registered address at 9 Straits View #06-07, Marina One West Tower, 018937, Singapore ("**XSYS**" or the "**Seller**"), unless otherwise agreed in writing.

By placing an order with the Seller, the customer ("**Buyer**") acknowledges and accepts these General Conditions without reservation. These General Conditions shall prevail over any other terms and conditions put forward by the Buyer, unless explicitly agreed otherwise in writing by the Seller.

1. Definition of Seller and Scope of Application

- 1.1. Seller means XSYS' subsidiaries or affiliated legal entities incorporated and registered in Indonesia that is signing or performing the contract or purchase order for sale of goods under these General Conditions of Sale in its own name: **XSYS Flexo Singapore Pte. Ltd.**, a limited liability company established under the laws of the Republic of Singapore, having its registered address at 9 Straits View #06-07, Marina One West Tower, 018937, Singapore
- 1.2. All sales and deliveries by Seller of the goods to be delivered ("**Goods**"), shall be made exclusively on the basis of these General Conditions. These General Conditions are deemed accepted by Buyer upon placing an order or accepting delivery of the Goods. Any conflicting or additional terms from the Buyer shall not apply unless expressly agreed in writing by the Seller. Deviations from these General Conditions require the prior written approval of the Seller.
- 1.3. These General Conditions shall be deemed valid and binding agreement for each transaction governed herein as agreed upon by the Seller and the Buyer

2. Quotation and Acceptance

- 2.1. Any Quotation issued by the Seller shall not constitute a binding offer, but shall be deemed an invitation for the Buyer to submit a binding Purchase Order.
- 2.2. The contract is concluded by Buyer's Purchase Order (offer) and Seller's written acceptance thereof or in case there is no such written acceptance, at the latest with the delivery of the goods. In the event the Purchase Order differs from the Quotation, the Buyer's Purchase Order shall prevail unless otherwise specified. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller. Any verbal order or acceptance shall only be valid if confirmed in writing.
- 2.3. Seller retains all rights in the sales documentation (in particular pictures, drawings, data on weight and size) and Goods samples. These items shall not be disclosed to or shared with any third party and must be promptly returned to the Seller upon request.
- 2.4. The Seller's field staff are not authorized to enter into binding agreements or make commitments concerning the Goods or the application of these General Conditions. Only written commitments issued by authorized representatives of the Seller shall be binding.

3. Product Quality, Specimens and Samples; Guarantees

- 3.1. Unless otherwise agreed, the quality of the Goods is exclusively determined by Seller's product specifications.
- 3.2. The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the Goods.
- 3.3. Information provided in sales catalogues, price lists and any other informational materials provided by Seller or any other descriptions of the Goods (such as shelf-life data) shall under no circumstances constitute a guarantee for any specific quality of the Goods; such specific quality or durability guarantees must expressly be made in writing.

4. Advice

Any advice rendered by Seller is given to the best of its knowledge. Any advice and information with respect to suitability and application of the Goods shall not relieve Buyer from undertaking its own investigations and tests.

5. Prices

- 5.1. Unless otherwise agreed in writing, the price of the Goods shall be determined based on the Seller's applicable price list in effect at the time the order is placed by the Buyer.

- 5.2. In the event of unforeseeable cost increases beyond the Seller's control after the issuance of a quotation or order confirmation, the Seller shall be entitled to adjust the price accordingly on a pro rata basis, provided that such cost increases relate directly to the Goods.

6. Delivery

- 6.1. Delivery shall be effected as agreed in the contract. Delivery dates and delivery periods agreed in the contract are only binding if they have been agreed as binding and Buyer has provided Seller in a timely manner with all of the information or documentation required for the performance of such delivery and Buyer has made any advance payments in the manner and amount as agreed upon by the parties.
- 6.2. The delivery period of the Goods agreed upon by the parties shall begin on the date specified in the order confirmation. In the event of any subsequent changes to the order, the delivery schedule may be adjusted accordingly.
- 6.3. With regard to Goods produced by suppliers, the obligation to deliver shall be subject to Seller's correct and timely receipt of such Goods from its suppliers.
- 6.4. In the event of a delay in delivery for which the Seller is responsible, the Buyer shall be entitled to cancel the affected order only if (i) Seller is responsible for the delay and (ii) a reasonable grace period set by Buyer has expired.
- 6.5. If the Buyer fails to accept delivery or otherwise breaches its cooperation obligations, the Seller may, without prejudice to its other rights: (i) reasonably store the Goods at the Buyer's risk and expense; or (ii) cancel the affected order in accordance with applicable laws.
- 6.6. The Seller may make partial deliveries if reasonably justified, provided that such partial deliveries do not materially impair the use of the Goods by the Buyer.

7. Shipment, Packaging, Passage of Risk

- 7.1. In the absence of any other instruction by Buyer, shipment shall be made using a reasonable method of shipment in standardized packing material.
- 7.2. If the Goods are delivered in returnable containers, these containers must be emptied and returned carriage-free within 30 (thirty) days of receipt of the products. Buyer shall be liable for any loss and damage to the returnable containers if such loss or damage is attributable to the Buyer. Returnable containers must not be used for other purposes or other products and shall be used exclusively for the transit of the products delivered. Labels affixed to the containers must not be removed.
- 7.3. Seller shall not take back disposable packaging.
- 7.4. Unless otherwise agreed in writing, the risk of loss or damage to the Goods shall pass to the Buyer: (i) upon delivery to the carrier if shipment is arranged by the Seller; (ii) upon handover to the Buyer or an authorized third party if collected directly. Should Buyer be in default of acceptance, risk shall pass to Buyer upon default. If, in case the Goods shall be collected by Buyer or a third party authorized by Buyer, and delivery is delayed on grounds for which Buyer is responsible, risk shall pass to Buyer on the date Buyer is notified of the readiness of the Goods for shipment.

8. Compliance Obligations

- 8.1. The Buyer shall ensure compliance with all applicable laws, regulations, and administrative requirements in connection with its activities under these General Conditions, including those governing cross-border transactions, importation, storage, shipment, sanctions, and export control. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation Organic Act on Prevention and Suppression of Corruption, B.E. 2561, the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the Buyer.
- 8.2. Without limiting the foregoing, the Buyer agrees to comply with applicable Indonesian laws and, to the extent relevant under the transaction, also agrees to comply with applicable international export control and economic sanctions laws (hereinafter referred to as "**Trade Rules**") and shall not ship or divert any Goods:

a) to any country subject to comprehensive sanctions under the laws of Singapore, the United States, the European Union, or other applicable jurisdictions;

b) to any customer or end user in connection with the development or use of nuclear, chemical, or biological weapons, missiles, or for any military or intelligence end-use;

c) to any person or entity (collectively "Sanctioned Persons"):

- (1) listed on any list (or any successor thereof) maintained by the US Department of the Treasury's Office of Foreign Assets Control (OFAC), or Treasury Department of Indonesia, including but not limited to, the Specially Designated National and Blocked Persons List and the Sectoral Sanctions Identification List;
- (2) listed on any list (or any successor thereof) maintained by the US Department of Commerce's Bureau of Industry and Security and the relevant Singaporean authority, including but not limited to, the Entity List, the Denied Persons List, the Unverified List, or the Military End-User List;
- (3) designated on the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions maintained by the European Commission, or the Consolidated List of Asset Freeze Targets maintained by Treasury or subject to sanctions imposed by the Monetary Authority of Singapore;
- (4) otherwise listed on an applicable restricted party list under Trade Rules;
- (5) that is 50% or more owned or controlled (directly or indirectly) by Sanctioned Persons; or
- (6) that is otherwise prohibited by law from receiving the Goods.

The Buyer shall take no action which would subject the Seller to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, the European Union and Singapore.

9. Terms of Payment

- 9.1. Each invoice issued by the Seller shall be payable in full, without any deductions, within thirty (30) days from the invoice date. The Buyer shall be deemed in default if payment is not received within this period. Payment shall only be considered made once the funds are received in full by the Seller.
- 9.2. Failure to pay the purchase price by the due date shall constitute a material breach of the Buyer's contractual obligations.
- 9.3. In the event of late payment, the Seller shall be entitled to charge default interest at a rate of five percent (5%) per annum on the outstanding amount without prejudice to any other remedies available under applicable law.
- 9.4. Bills of exchange and checks shall only be taken on account of performance upon special arrangement and without any bank charges or other costs for Seller.
- 9.5. Seller is entitled to issue partial invoices for partial deliveries as defined in Article 7.11 hereof.

10. Buyer's Rights regarding Defective Goods

- 10.1. Upon passing of the risk the Goods shall be of the agreed quality (refer to Article 3.1).
- 10.2. To retain the rights in case of defects of the Goods, Buyer shall inspect the Goods upon receipt and notify Seller of any defects no later than 2 (two) weeks following receipt of the Goods. In the case of hidden defects at the time of delivery, notification must be made no later than 2 (two) weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects
- 10.3. In the event of a notification of a defect, Seller shall have the right to inspect and test the Goods to which objection was made. Buyer will grant Seller the required period of time and opportunity to exercise such right. Seller may also demand from Buyer to return the Goods to Seller at Seller's expense. Should Buyer's notification of the defect prove to be unjustified and provided Buyer has realized this prior to the notification of the defect or has not realized it in a negligent manner, Buyer shall be obliged to reimburse Seller for all costs incurred in this respect, e.g. travel expenses or shipping costs.
- 10.4. If the Goods are found to be defective and the Buyer has notified the Seller in accordance with Article 11 paragraph (10.2), Buyer has its statutory rights, with the following modifications
 - a) The Seller has the right to choose to remedy the defect either by repair or replacement of the defective Goods;
 - b) The Seller shall be granted two attempts to repair or replace the Goods. If both attempts fail or are unreasonable for the Buyer, the Buyer may, in accordance with applicable law, cancel the affected order, request a reduction in price, claim damages under Article 11, or request reimbursement of related expenses.
- 10.5. Buyer's rights in case of defects shall be excluded in the following events: (i) natural wear and tear, (ii) defects of the Goods due to reasons for which Buyer bears responsibility, such as inappropriate or

improper use, the non observance of the operational instructions or faulty treatment, (iii) incorrect assembly and/or installation by Buyer or a third party commissioned by Buyer, and (iv) the use of unsuitable accessories or unsuitable spare parts or the performance of inappropriate repair works by Buyer or a third party commissioned by Buyer.

- 10.6. Buyer's claims for defective Goods are subject to a period of limitation of 1 (one) year from receipt of the Goods. In the following cases the statutory periods of limitation apply instead of the 1 (one) year period:
 - a) Buyer's damage claims for damages caused by Seller intentionally or by gross negligence;
 - b) Buyer's rights with respect to defects concealed in bad faith or caused intentionally;
 - c) If and to the extent Seller has assumed a guarantee;
 - d) Claims for damages due to culpably caused personal injuries;
 - e) Buyer's damage claims due to other reasons than defects of the Goods;

11. Limitation of Liability and Damage Compensation

- 11.1. In the event of a breach of obligations under these General Conditions, the Seller's liability shall be limited to damages that were foreseeable and typical for this type of transaction at the time of entering into the contract.
- 11.2. Seller shall not be liable for damages caused by a breach of non-material contractual obligations.
- 11.3. Subject to section 11.1 and 11.2, Seller will be under no liability to Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business depletion of goodwill and like loss) howsoever caused arising out of or in connection with the contract.
- 11.4. The Seller's total liability arising out of or in connection with the sale of the Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the purchase price of the specific Goods that gave rise to the claim.
- 11.5. The Buyer acknowledges that the limitations of liability set out in this Article are reasonable in view of the purchase price and commercial circumstances, and assumes responsibility for any uninsured risks.
- 11.6. Buyer shall take all reasonable measures necessary to avert and reduce damages.

12. Product Liability

If the Buyer resells the Goods, whether in original form or after processing, integration, or combination with other products, the Buyer shall indemnify and hold harmless the Seller from any third-party product liability claims to the extent such claims arise from the Buyer's actions, modifications, or misuse of the Goods. The Seller shall not be liable, whether directly or indirectly, for any resale or use of the Goods by the Buyer or its customers.

13. Set-off and Right of Retention

- 13.1 The Buyer may only set off any claims against the Seller if such counterclaims are undisputed, ready for final decision, or have been conclusively determined by a court of competent jurisdiction.
- 13.2 The Buyer shall only be entitled to exercise a right of retention if the counterclaim arises under the same contractual relationship and is either undisputed, ready for final decision, or conclusively determined by a court of competent jurisdiction.

14. Security

If there are reasonable doubts as to Buyer's ability to pay, especially if payments are in arrears, Seller may revoke credit periods and make further deliveries dependent on advance payments or other security. If such advance payments or security have not been rendered even after the expiry of a reasonable grace period, Seller may partially or totally rescind individual or all of the affected contracts. Seller shall remain entitled to assert further rights.

15. Retention of Title

- 15.1 Title to the Goods shall remain with the Seller until full payment of all amounts due by the Buyer, including any related costs or fees, has been received by the Seller. In the case of current accounts, this retention of title shall serve as security for the claim for the balance to which Seller is entitled.
- 15.2 If the Goods are processed, combined, or mixed with other items, the Seller shall acquire co-ownership in the resulting product in proportion to the value of the Goods relative to the value of the combined items at the time of processing.

- 15.3 The Buyer may only resell the Goods in the ordinary course of business. Any receivables arising from such resale shall be deemed assigned to the Seller up to the amount of the unpaid purchase price. The Buyer shall be authorized to collect such receivables as fiduciary until such authorization is revoked by the Seller.
- 15.4 The Buyer shall immediately notify the Seller of any third-party claim, seizure, or legal action affecting the retained Goods as stipulated in paragraph (15.1). All costs related to defending such claims shall be borne by the Buyer.
- 15.5 The Buyer is obliged to treat the retained Goods with reasonable care and to insure them appropriately against loss, damage, and theft. Upon request, the Buyer shall provide proof of such insurance and assign its rights under such policy to the Seller.
- 15.6 In the event of Buyer's default in payment or breach of obligations, the Seller may demand return of the Goods and access to the Buyer's premises to retrieve them. The Buyer shall not raise any objection to such retrieval
- 15.7 If retention of title is not legally enforceable in the Buyer's jurisdiction, the Buyer shall cooperate with the Seller to create equivalent security rights under applicable law.
- 15.8 If the value of the securities held by the Seller exceeds the total outstanding claims by more than ten percent (10%), the Seller shall, upon the Buyer's request, release a corresponding portion of such securities. The Seller shall have the right to determine which securities are to be released.
- 15.9 In the event of a material default by the Buyer, including failure to pay, the Seller may cancel the affected order and demand the return of the retained Goods. The Buyer shall provide the Seller or its authorized representative with immediate access to retrieve the Goods and shall not object to such recovery
- 15.10 If the retention of title as stated herein is not enforceable under the applicable law in the Buyer's jurisdiction, the Buyer shall, without undue delay, take all necessary steps to establish an equivalent security right in favor of the Seller. This includes, but is not limited to, registering or disclosing such security as required under local law.
- 15.11 Upon the Seller's request, the Buyer shall maintain adequate insurance coverage for the retained Goods, provide proof of such insurance, and assign any claims under such insurance to the Seller.

16. Trademarks and Advertising

- 16.1 Buyer shall not perform and may not authorize a third party to perform any act that may endanger the trademarks or other intellectual property rights used by Seller in relation to the Goods. In particular, Buyer may not obscure, alter or remove in any manner the trademarks and/or other distinctive features, whether imprinted or attached, that are part of Seller's Goods and may not include or attach any other features.
- 16.2 The entire sales promotional, advertising and sales material provided by Seller shall remain the property of Seller. Buyer may use this advertising material only in accordance with the instructions of Seller and in relation to the sale of the Goods, and Buyer may not authorize any third party to use the advertising material.
- 16.3 Buyer may only advertise the Goods and use the advertising material and the trademarks of Seller for this purpose if Seller has granted its prior express consent in writing. Seller may withdraw its consent at any time; in such case the entire advertising of Buyer must be ceased at Buyer's expense according to the instructions of Seller. Irrespective of Seller's consent, Buyer shall in any event remain responsible for ensuring that all advertising measures or advertisements fulfill the statutory requirements, if any, and do not breach any industrial property rights of third parties.

17. Force Majeure

- 17.1 Any incident or circumstances that are unforeseeable, unavoidable and beyond the Seller's control and sphere of influence and for which Seller does not bear responsibility, such as natural occurrences, epidemic, war, fire, explosion, or acts of government ("**Force Majeure**"), shall relieve Seller for the duration of such incident from its obligations under this General Terms to the extent Seller is prevented from performing such obligations.
- 17.2 In the event of Force Majeure affecting performance, the affected party shall promptly notify the other party in writing after becoming aware of such event. Both parties shall make reasonable efforts to mitigate the effects and resume performance as soon as practicable.
- 17.3 Delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of such disturbance, and Buyer shall be informed of the occurrence of such disturbance in a reasonable manner.
- 17.4 If the Force Majeure event continues for more than two (2) months or its end remains unforeseeable, either the Seller or the Buyer may cancel the affected order or delivery without incurring liability.

18. Place of Payment

Regardless of the place of delivery of Goods or documents, the place of payment shall be Seller's place of business.

19. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

20. Confidentiality

20.1 Each and all information related to the Party who provides the confidential information ("Disclosing Party"), either directly or indirectly provided by the Disclosing Party to the recipient of confidential information ("Receiving Party") in connection with the implementation of this General Terms is deemed confidential ("Confidential Information"), but not including the information that is:

- a. have known by the Receiving Party on the date of Confidential Information disclosed by the Disclosing Party and did not obtain or originated from the Disclosing Party, affiliated company or through other parties who has an obligation to maintain the confidentiality;
- b. on the disclosing date, the Confidential Information has been known by the public or the part of public property;
- c. obtained by the Receiving Party itself from the third party who is entitled to disclose such Confidential Information at the time it is requested by the Receiving Party; and/or
- d. has been developed by the Receiving Party prior to the disclosing date of the Confidential Information.

20.2 Disclosure and utilization of Confidential Information by the Receiving Party can only be made for the implementation of this General Terms, and Confidential Information shall not be allowed to be used for the benefit of the Receiving Party itself or which may harm the Disclosing Party and must be carried out in accordance with this General Terms and applicable laws in Indonesia.

20.3 If the Confidential Information must be disclosed due to the provisions based on the applicable law or by the order or decision of the authorized government, the disclosure of Confidential Information must be informed to the Disclosing Party as soon as possible.

21. Compliance with Personal Data Protection

Subject to Personal Data Protection Act 2012 of Singapore ("PDPA"), the Parties are required to work together with their best efforts to safeguard and protect each personal data to protect the personal data of all parties involved or later involved based on the implementation of this General Terms. The party releases the other party from any claims, demands, and/or lawsuits arising due to non-compliance and violating any obligations required under the PDPA.

22. Applicable Law

This General Terms shall be governed, subject to, and construed in accordance with the laws and regulations applicable in the Republic of Singapore to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

23. Dispute Resolution

Any dispute arising out of or in connection with the contract shall be heard at the court having jurisdiction over Seller's domicile or at Seller's option, at Buyer's principal place of business. In connection with the contract shall be heard at the court having jurisdiction over Seller's domicile or at Seller's option, at Buyer's principal place of business.

24. Language

The Parties agrees that this General Terms are executed in English.

25. General Provisions

If a provision of the contract and/or these General Conditions is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.