

**TRUMPF General Conditions of Sale applying to new machine orders**

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All sums payable by the Customer to TRUMPF herein shall be paid in full and (a) free of any restriction or condition, (b) free and clear of and without any deduction or withholding on account of any tax and (c) without deduction or withholding on account of any other amount, whether by way of set-off or otherwise. Any bank charges arising out of and in relation to any payment herein shall be borne in full by the Customer.

**IV. Payment receipt**

Cash payments are principally to be avoided and incoming payments are only accepted if they arrive from the company account of the Customer (not from a private account). Payments from a third party that does correspond to the debtor are generally inadmissible. Three exceptions are possible:

- (a) Incoming payments from a company, that belongs to the same group like as debtor
- (b) Incoming payments from a bank or other clearing centres on the basis of exchange restrictions or shortage of foreign exchange
- (c) Incoming payments that are performed for the debtor from a well-reputed third party (e.g. bank pays for the Customer in its capacity as a lender to the Customer)

**I. Scope of Conditions of Sale**

These conditions of sale ("**General Conditions of Sale**") shall apply exclusively to all delivery of goods ("**Machine**") by TRUMPF Pte. Ltd. ("**TRUMPF**") to any legally registered entity ("**Customer**") as specified in corresponding Quotations and Sales Contracts.

TRUMPF shall issue quotations ("**Quotation**") to Customers in respect of goods and services sold by TRUMPF Pte Ltd. Any Purchase Order placed by the Customer ("**Purchase Order**") shall ultimately be confirmed by TRUMPF in writing by way of TRUMPF's Sales Order confirmation ("**Sales Order Confirmation**"). Each Purchase Order shall be upon the terms and conditions of these Conditions of Sale, read with the relevant Sales Order Confirmation, and shall each such Purchase Order constitute an individually legally binding contract between TRUMPF and the Customer. Such contract between TRUMPF and the Customer is hereinafter referred to as a "**Contract**". The Conditions of Sale shall override any contrary, different or additional terms (if any) contained on or referred to in a Purchase Order or in other documents or correspondence from the Customer. In the event of any conflict between any of the terms of the Sales Order Confirmation and the Conditions of Sale, the terms of the Sales Order Confirmation shall prevail. No variation of these Conditions of Sale shall be binding on TRUMPF unless expressly agreed to in writing by an authorized representative of TRUMPF.

**II. Force Majeure**

TRUMPF shall not be liable to the Customer or be deemed to be in breach of the Conditions of Sale by reason of any delay in performing (including delay in delivery) or any failure to perform any of TRUMPF's obligations in relation to the delivery of Machine and Spare Parts or the provision of Services caused by a Force Majeure which means Act of God, fire, war, labor disputes, epidemics, pandemics, government action or other events outside the reasonable control of TRUMPF. If any unforeseen events of the aforesaid kind occur that seriously alter the commercial significance or substance of the goods and services or have a serious impact on business operations, TRUMPF shall be entitled to terminate the relevant Contract. In any such instance, the Customer shall only be entitled to the return of any payments already made in relation to the relevant Contract and shall have no claims over and above the foregoing

**III. Default of Acceptance and Payment**

In the event any payments are not received punctually, the Customer shall be deemed to be in default of payment even if no reminder has been issued ("**Event of Default**"). Whatever the means of payment used, payment shall not be deemed to have been effected before TRUMPF's account has been fully and irrevocably credited. The Customer shall have no right to withhold payments or to offset them with counterclaims unless the counterclaims are undisputed or have been established as final and absolute. If payments are linked to start up and hand-over, the respective terms and conditions shall be defined exactly in the section herein on "**Installation**" and "**Start-up**".

In the event of late payment, the Customer shall be charged interest on all overdue balances at the rate of 5% p.a., calculated on a daily basis from the date such payment became due until such payment has been made. In the Event of Default, TRUMPF may terminate the relevant Contract and in such event, do all or any of the following ("**Default Actions**"):

- (a) suspend any delivery (or any further deliveries) to the Customer;
- (b) repossess the Machine (or any parts thereof), if already delivered and deal with it as it deems fit in its sole discretion; and/or
- (c) forfeit the Down Payment or the remaining instalment payments (as the case may be) and bring a claim against the Customer for all loss and damages in connection with the Event of Default, including all legal costs and expenses on an indemnity basis.

The Customer shall bear the costs and expenses of TRUMPF in regards to the Default Actions, including any administrative and legal expenses as well as costs and expenses to uninstall and remove the Machine from the premises where the Machine is situated, and to transport the Machine back to TRUMPF or such other destination which TRUMPF may decide.

**V. Retention of Title and Transfer of Title**

Notwithstanding delivery and passing of risk of the Machine, the title and property of the Machine shall not pass to the Customer until TRUMPF has received full payment of the Price therefor.

Until such time as the title and property of the Machine passes to the Customer upon payment in full of the Price therefor:

- (a) The Customer shall hold the Machine as TRUMPF's fiduciary agent and bailee, and shall keep the Machine properly stored, protected and insured and clearly and visibly labelled as TRUMPF's property, and the Customer may use the Machine in the ordinary course of its business;
- (b) The Customer shall insure the Machine adequately and in accordance with TRUMPF's requirements. In particular, the Customer shall name TRUMPF as co-insured and/or beneficiary in the insurance policy for the Machine.
- (c) TRUMPF may at any time require the Customer to deliver up the Machine, and if the Customer fails to do so forthwith, the Customer shall permit TRUMPF and/or its agents to enter the premises of the Customer where the Machine is stored and repossess the Machine or in cases where the Machine is stored on the premises of a third party, the Customer shall procure that TRUMPF and/or its agent shall be permitted to enter onto such premises to repossess the Machine;
- (d) The Customer shall not be entitled to pledge, create a lien over or in any way charge or encumber or otherwise deal with or create any form of security over the Machine;
- (e) The Customer shall not make any alterations, additions or improvements to the Machine without the prior consent in writing of TRUMPF. Notwithstanding the aforesaid, all additions replacements or attachments made to the Machine with or without TRUMPF's consent and of whatever kind or nature shall be deemed to be parts of the Machine and shall be free and clear of all charges, liens and encumbrances and shall have a value, quality and utility at least equal to those parts or accessories replaced, renewed or repaired (where applicable) and all additions replacements or attachments shall be the property of TRUMPF and subject to these Conditions of Sale.
- (f) The Customer shall ensure that any mortgage of the land or building in which the Machine is stored or any debenture given by the Customer or its landlord of such premises shall be with the prior written consent of TRUMPF and that the Machine shall be expressly excluded from such mortgage.
- (g) The Customer shall not affix or attach the Machine to any land or building without the prior consent in writing of TRUMPF. If the Machine is affixed or attached to any land or building (with or without TRUMPF's consent), the Customer shall have first obtained or be deemed to have first obtained from the owner and any mortgagee or chargee of the said land or building (i) a disclaimer of his/her or their interest in the Machine (ii) an express acknowledgement that the Machine belongs to TRUMPF and is not part of such land or building or part of any mortgage or charge over such land or building and (iii) that TRUMPF shall be permitted to access such premises where the Machine is stored to sever and remove the Machine from the premises at any time (whether before or after the insolvency of the Customer);
- (h) The Customer shall maintain the Machine in accordance with the current maintenance regulations and operating instructions of TRUMPF and the Customer shall follow TRUMPF's instructions or manuals for alteration or repair of the Machine.

**VI. Installation, Start-up and Instruction**

TRUMPF or TRUMPF's agent service technician shall install the Machine at the site designated by the Customer in the Sales Order (the "**Installation**") and start the Machine up (the "**Start-up**"). The Customer shall meet all prerequisite conditions that are set out in the installation conditions ("**IC**") and TRUMPF's installation plan ("**Layout**") punctually. The documents in regards to IC and Layout are made available to the Customer with the Sales Order Confirmation and will be explained before delivery to site unless a special layout is required. The costs of Installation, Start-up, and instructing the operating personnel are included in the price on condition that the work can be started promptly. Any delays to the Installation, Start-up, or instruction caused by factors which the Customer is responsible for shall be charged to the Customer including without limitation, all costs of labor, accommodation, transport and other expenses of TRUMPF's or TRUMPF's agent service technician.

Start-up shall include a function test and shall be deemed to have been successfully completed, and the Machine to have been accepted, handed over to the Customer, and accepted in accordance with these Conditions of Sale when the Machine has processed a test workpiece defined by TRUMPF without any fault or defect.

Handover shall be deemed to have been completed even if part-functions shown in the written acceptance protocol have been excluded or postponed, provided they do not make it impossible for the Machine to fulfil its basic functions. If it is not possible, for reasons for which TRUMPF is not at fault, to hand over the Machine immediately after the Start-up procedure has been completed, the parties shall be deemed to have agreed to an intermediate hand-over of the parts and work that have been completed.

Upon completion of Start-up, the operating staff shall be instructed on the Machine's functionality. This instruction is included in the Price quoted but does not extend to an operator training which can be ordered separately.

#### VII. Warranty

Subject to the following provisions and to the extent permitted under law, TRUMPF warrants that the Machine shall correspond to its specifications at the time of delivery and will be free from defects in material and workmanship for a period of twelve (12) months from the Start Date (defined below), but up to a maximum of fifteen (15) months from the machine EXW date confirmed in the TRUMPF Sales Order Confirmation.

The "Start Date" referred to above shall mean the date on which TRUMPF's service technician (or the representing agent) who installs the Machine states that the Machine is ready for use or when it was deemed to be accepted for use. The above Warranty is given by TRUMPF subject to the following conditions:

- (a) TRUMPF shall not be liable in respect of any defect arising from any design or specification supplied by the Customer;
- (b) TRUMPF shall not be liable in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow TRUMPF's instructions (whether oral or in writing) or manuals, misuse or alteration or repair of Machine without TRUMPF's approval or if such alterations or repair was carried out by a third party;
- (c) the Warranty does not extend to parts, materials or equipment not sold by TRUMPF, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given to TRUMPF by the manufacturer of such parts, materials and equipment; and
- (d) TRUMPF shall not fulfil its obligations under the Warranty (or any other warranty, condition or guarantee) if the full payments for the Machine delivered have not been received by TRUMPF according to agreed payment terms.

As part of its warranty terms, TRUMPF provides a Remote Support Service that includes the diagnosis of malfunctions and recommendations on the necessary action. As far as the Machine is equipped with a remote support function, the Customer is obliged to provide broad-band internet connection directly at the Installation site to which TRUMPF will connect the Machine. Installation and use of this service according to TRUMPF Remote Support conditions are only free of charge during the Warranty Period.

No warranty claims shall be valid unless the Machine has been maintained in accordance with the current maintenance regulations and operating instructions issued by TRUMPF. If the Machine supplied is transferred to any other site than that stated in the Sales Order Confirmation, and if the costs of meeting Warranty claims increase as a result, the Customer shall bear the additional costs.

TRUMPF shall not, under any circumstances (i.e. within the Warranty Period or not), be liable to the Customer for any loss of production, loss of profit or for any indirect, special or consequential loss or damage, cost, expenses or other claims for compensation whatsoever. No claim shall be brought by the Customer against TRUMPF and to the extent permitted under applicable law, TRUMPF shall have no further liability to the Customer in relation to the Machine or supply thereof, after the expiry of the Warranty Period.

#### VIII. Technical changes

TRUMPF hereby reserves the right to make technical changes at any time if they serve the purpose of improving the Machine. In such event, the Customer shall be deemed to have agreed to TRUMPF making such technical changes and shall grant TRUMPF access to its premises where the Machine is stored, including procuring that TRUMPF shall be granted access to such third party premises where the Machine is stored, in order for TRUMPF to make such technical changes. Such technical changes will not be a breach of the relevant Contract.

#### IX. Export

The Customer acknowledges that the TRUMPF products may be exported/ transferred from TRUMPF's group entities which are located in Germany, Austria, Switzerland, the United States of America or China. The export / transfer of TRUMPF products to be delivered to countries outside the European Union require a license under certain conditions (product, destination, end user etc.)

according to the German Foreign Trade Act, the EC Dual Use Regulation, the Swiss Goods Control Act or the US Export Administration Regulations (EAR).

In case of export approval under the German Foreign Trade Act / the EC Dual-Use Regulation / Swiss Goods Control Act or the US EAR, the delivery can only take place when the required export licenses are granted through the responsible authorities (BAFA (Bundesamt für Wirtschaft und Ausfuhrkontrolle), the Swiss SECO (Secrétariat d'Etat à l'économie) resp. through the Bureau of Industry and Security (BIS) (restrictions under U.S. Law, applies for reexport of U.S. goods).

The Customer agrees to use its best endeavours at its own cost and expense to provide all necessary information and documents (which are accurate and complete) for the purpose of complying with the necessary export control laws and regulations (including obtaining necessary permits, licences and consents). The Customer acknowledges that the sale of the Machine is conditioned upon and subject to compliance with the applicable international export control laws and regulations, failing which the relevant Contract shall be void.

#### X. Subordinate agreements

These Conditions of Sale together with the Quotation, and the Sales Order Confirmation shall form the entire agreement and understanding between the Customer and TRUMPF and supersede any previous agreement or understanding relating to the subject matter herein. No other agreements or amendments to these Conditions of Sale shall be legally valid unless made in writing. This requirement for the written form cannot be suspended or nullified by any verbal agreement.

#### XI. Arbitration Clause and governing law

All disputes arising out of or in connection with each Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of arbitration shall be Singapore. The Tribunal shall consist of one arbitrator which shall be appointed by the President of the SIAC. The language of the arbitration shall be English.

Each Contract shall be governed by and construed in accordance with the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

#### XII. Anonymized usage data

For continuous improvement of TRUMPF products and services and for optimization of the TRUMPF product portfolio, anonymized usage data (e.g. error logs, operating sequences) will be transferred to TRUMPF. The transfer can be disabled directly on the machine at any time. There will be no transfer of personal data, NC programs, part geometries, sheet layouts, etc. The Agreement concerning the transmission and use of data applies, which is accessible at: [https://www.trumpf.com/en\\_SG/local-pages/sq/general-conditions-of-sale/](https://www.trumpf.com/en_SG/local-pages/sq/general-conditions-of-sale/)

#### XIII. Miscellaneous

The invalidity, illegality or unenforceability for any reason of any part of these Conditions of Sale shall not prejudice or affect the validity, legality or enforceability of the remaining part.

No failure on the part of TRUMPF to exercise any rights, nor any delay in exercising any rights, under these Conditions of Sale at any time shall constitute a waiver of these Conditions of Sale nor shall any single or partial exercise of any right under these Conditions of Sale preclude any other or further exercise of any other right