

CTC Terms & Conditions of Sale (“Terms of Sale”)

1. These Terms of Sale shall apply to each quotation (“**Quotation**”) issued by CTC Global Pte. Ltd. (“**CTC**”) to its customer named therein (“**Customer**”, collectively with CTC, the “**Parties**”) in respect of CTC’s prospective provision of (a) equipment and hardware (“**Goods**”), (b) software licences (“**Licences**”) and/or (c) services (“**Services**”) to be provided by CTC as described therein.
2. In the event of any conflict between the provisions of a Quotation and these Terms of Sale, the Quotation’s provisions shall prevail to the extent of the conflict. Any other terms imposed by the Customer in respect of CTC’s provision of Goods, Licences and/or Services (through the Customer’s acceptance of a Quotation, issued purchase order (“**PO**”) or otherwise) shall be expressly excluded.
3. The Customer shall be deemed to have accepted these Terms of Sale where it has provided CTC with (a) a signed copy of the Quotation, (b) a valid PO, or (c) written approval from the Customer’s authorised representative to proceed with the provision of Goods, Licences and/or Services.

Goods-Specific Terms

4. **Title and Risk:** Title to any Goods shall remain with CTC until full payment is received. All risk of loss or damage to the Goods shall pass to the Customer upon delivery of the Goods.
5. **Warranties:** CTC shall use commercially reasonable efforts to pass through applicable manufacturer or vendor warranties (if any) to the Customer (“**Applicable Warranties**”). CTC makes no additional warranties in respect of the Goods and expressly disclaims all other representations, warranties and covenants, whether written, oral or implied.
6. **Inspection and Acceptance:**
 - (a) Delivery of the Goods shall be subject to the Customer’s immediate execution of CTC’s delivery order upon the Customer’s receipt of the Goods, and failing which, CTC shall be entitled to withhold and reschedule delivery of the Goods.
 - (b) Upon receipt of the Goods, the Customer shall notify CTC in writing of any alleged defects, shortage in quantity, damage or failure to comply with the agreed description and/or specification of the Goods within 3 calendar days from the date of delivery. Failure to notify CTC within this period shall constitute irrevocable acceptance of the Goods.
 - (c) The Customer’s remedies in respect of Goods identified in sub-clause (a) above shall be subject to (i) CTC’s assessment of the Goods and (ii) the relevant terms of the Applicable Warranties (if any).

Software-Specific Terms

7. **Compliance with Licence Agreements:**
 - (a) The Customer’s use of third-party software made available through the Licences (“**Software**”) shall be subject to the relevant licence agreements (“**Licence Agreements**”).
 - (b) The Customer represents and undertakes that it (i) shall accept the relevant Licence Agreements before using the Software, and (ii) shall not, and shall procure that its end users do not, violate any terms of the Licence Agreements.
 - (c) The Customer further acknowledges that CTC’s provision of the Licences does not grant the Customer and/or its end users any license, permission or contractual right in respect of any intellectual property beyond what is expressly provided under the Licence Agreements.

8. **Limited Liability for Third-Party Software:** CTC's liability to the Customer shall exclude any damages or losses arising from or in connection with (a) any defects, errors, or security vulnerabilities in respect of the Software, (b) the Customer's misuse of the Software.
9. **Indemnification for Unauthorised Use:** The Customer agrees to fully indemnify and hold harmless CTC from and against any claims, legal actions, penalties, damages or losses arising from or in connection with the Customer's breach of any terms of the Licence Agreements.

Services-Specific Terms

10. **Commencement of Services:** The provision of Services shall commence on the Effective Date and shall remain in effect for the relevant term(s) specified in the Quotation.
11. **Service Warranty:** CTC warrants to the Customer that the Services shall be performed in a workmanlike manner and by qualified personnel. CTC makes no additional warranties and expressly disclaims all other representations, warranties and covenants, whether written, oral, or implied.

General Terms

12. **Pricing and Payment:** All prices stated in a Quotation are in Singapore Dollars and exclude any applicable taxes, duties, tariffs and other regulatory fee(s). CTC may separately issue an invoice to the Customer for the relevant Goods, Software and Services ("**Invoice**"). All payments shall be due and payable within 30 calendar days from the date of the relevant Invoice.
13. **Quotation Validity:** The Customer shall notify CTC in writing of its acceptance of the Quotation within 30 calendar days from the Quotation date, failing which CTC shall be entitled to amend or withdraw the Quotation without prior notice. Notwithstanding the foregoing, CTC reserves the right to modify, revise or amend the terms of, and reissue the Quotation at its sole discretion at any time before the Customer's acceptance of the Quotation.
14. **Purchase Orders:** The Customer shall issue a PO to CTC within 14 calendar days from accepting a Quotation. Where the Customer fails to issue a PO within such period, CTC may (a) amend and/or withdraw the Quotation, or (b) proceed with the order and issue an Invoice to the Customer.
15. **No Cancellation:** Customer orders (whether in the form of a PO or otherwise) that are accepted by CTC shall not be terminated without CTC's prior written consent. Upon the termination of an order, the Customer shall be immediately liable to CTC for the full amount specified therein, as well as any costs, damages, fees, charges or losses arising from or in connection with such termination. These amounts shall be payable to CTC within 30 calendar days from the date of the latest relevant Invoice unless otherwise agreed in writing.
16. **Late Payments:** Any late payments under an Invoice shall be subject to interest at the rate of 1.5%, which shall accrue on such outstanding amounts until paid in full. Late payments shall also include all costs, including legal fees, incurred by CTC in its recovery of such sums, and shall be free from any set-off, deduction or withholding.
17. **Limitation of Liability:**
 - (a) CTC shall not be liable for any damages of any kind for delays or non-performance where such delays or non-performance is due directly or indirectly to the Customer, including any omission and/or failure to act on the part of the Customer or its agents or employees.
 - (b) CTC's liability to the Customer relating to the Quotation shall be limited to actual damages and shall not exceed the amounts paid by the Customer to CTC for the specific Goods, Licences and/or Services directly connected to such damages. Unless expressly required under applicable law, CTC's liability to the Customer shall exclude any indirect, special, incidental, exemplary or consequential damages arising from any cause of action, including but not limited to contract, warranty, tort, strict liability, indemnity or negligence, even if CTC has been notified of and/or advised on the possibility of such damages.

18. **Export Controls:** The Customer shall not, and shall not cause its indirect or direct receiver(s) or any other persons, to supply, sell, transfer, transport, divert, export, or otherwise dispose of any Goods and/or Software to any country, jurisdiction, territory, or destination prohibited, restricted under, or contrary to any applicable trade restrictions. The Customer shall not engage in, or cause any act or omission, that may expose CTC and its affiliates to penalty(ies), negative consequences and/or punitive measures under such trade restrictions.
19. **Force Majeure:** Neither Party shall be responsible for any delay or failure in performance caused by any force or cause beyond the reasonable control of such Party ("**Force Majeure Event**"). Notwithstanding the foregoing, under no circumstances will a Force Majeure Event relieve the Customer from its payment obligations under these Terms of Sale.
20. **Governing Law and Dispute Resolution:**
 - (a) Quotations shall be governed by the laws of Singapore, without reference to conflicts of laws rules.
 - (b) Any dispute, controversy, or claim arising out of or in connection with the Quotation, including any question regarding its existence, validity, interpretation, performance, breach, or termination ("**Dispute**"), shall be resolved amicably through good faith negotiations between the Parties.
 - (c) If the Parties fail to resolve the Dispute amicably within 30 days from the commencement of good faith negotiations described in sub-clause (b) above, the Parties agree:
 - (i) (where the Customer is based in Singapore) to submit the Dispute to the exclusive jurisdiction of the courts of Singapore; and
 - (ii) (where the Customer is not based in Singapore) that the Dispute 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 SIAC for the time being in force ("**SIAC Rules**"), which are deemed to be incorporated by reference in this sub-clause. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of one (1) arbitrator appointed by the president of the SIAC. The language of the arbitration shall be English.
21. **Variation:** Subject to clause 13 above, any additional terms or variations of the Quotation must be agreed upon in writing and signed by the authorised representatives of the Parties.
22. **Assignment:** Neither Party may assign its rights and obligations hereunder without the prior written consent of the other Party.
23. **Compliance with Laws:** Each Party shall at all times comply with all applicable laws, rules, statutes, regulations, and orders.
24. **Survival:** Any provisions of the Quotation which by their nature should survive termination and/or expiry of the Quotation shall remain in full force and effect after termination and/or expiry.
25. **Severability:** Any provision of the Quotation held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the remaining provisions shall remain in full force and effect.
26. **Non-Waiver:** No waiver of any right shall be effective unless made in writing. Failure by any Party to enforce any provision of the Quotation shall not constitute a waiver.
27. **Entire Agreement:** The Parties hereby acknowledge and agree that each Quotation shall constitute the entire agreement and understanding between the Parties concerning the subject matter of the relevant Quotation, and shall supersede all prior and contemporaneous agreements, correspondence or understandings.