



GENERAL CONDITIONS OF SALE

ARTICLE 1 – SUBJECT AND FIELD OF APPLICATION

1.1 – Unless it has been agreed otherwise in writing, any order placed with WPP implies unreserved by the Purchaser and his/her full and complete acceptance of the present general conditions of sale which shall prevail over any other document from the Purchaser and especially its general conditions of purchase.

Unless agreed otherwise in writing, the present general conditions of sale shall apply to all sales concluded by WPP, as well as any services provided by it.

The fact that WPP does not prevail at a given moment of any of the present general conditions of sale shall not be interpreted as being tantamount to waiver of any right to avail itself thereof subsequently.

1.2 – Any document other than the present general conditions of sale and especially catalogues, prospectuses, advertising, notices, shall be purely for information and indicative, non-contractual.

1.3 -The present general conditions of sale shall apply for as long as WPP has not informed the Purchaser of its decision to replace them by new general conditions of sale. They may be amended at any time by WPP with one month's prior notice. In such a case, WPP shall so inform the Purchaser by any appropriate means.

ARTICLE 2 – ORDERS

2.1 – “Order” shall mean any order placed for the products sold by WPP and/or its services. Orders shall not be definitive, even when taken through one of the representative or employees of WPP, except when confirmed in writing.

If an order is placed without using WPP's purchase order, it shall refer specifically to the present general conditions of sale. Otherwise, the order shall not be taken into account by WPP. WPP's acknowledgment of the order shall render the order irrevocable.

2.2 -After confirmation by WPP, orders shall be irrevocable and the Purchaser may not cancel them.

Any request for change to the composition or volume of an order placed by a customer shall not be taken into account by the WPP unless the request is made in writing and reaches WPP, two days at the latest after receipt by WPP of the initial order.

Should the order be changed by the customer, WPP shall be exonerated from meeting the deadlines originally agreed for the execution thereof.

2.3 – Acceptance of the order by WPP, maybe subjected, as appropriate, to the obtaining of the necessary



administrative permissions, to the making of a down payment on the order, setting up a contractual warranty (bank guarantee, opening a documentary credit, etc.) or several of these conditions cumulatively.

ARTICLE 3 – RATE -PRICE

3.1 -WPP reserves the right to change its rates. These may be reviewed upwards as long as the Purchaser has been previously so informed in writing.

Any change to the rate shall be applicable on the date shown on the new rate.

3.2 – The supply of goods shall be made against payment by the Purchaser of the price shown in the rate that is current on the date on which the order was placed, plus current taxes, and minus any rebates to which the Purchaser may have the right and which are stated in the invoice.

Unless it shall have been agreed otherwise in writing, the price shall be net, not including carriage, and provided in US dollars exclusive of tax on the basis of the rates communicated to the Purchaser, and may not be amended once approved by the parties.

Any tax, due, levy or other sum to be paid in application of Singaporean regulations or those of an importing country or transit country shall be borne by the Purchaser.

Should WPP have to bear non-specified costs relating to the order, these shall be the Purchaser's liability and the amount of these expenses shall be reimbursed to WPP by the Purchaser, upon documentary proof thereof.

3.3 – Unless agreed differently in writing, invoices shall be payable at 30 days from the end of the month.

The price shall be payable by electronic bank transfer to WPP's bank account and the Purchaser shall be considered to have performed its obligation for payment when the sums have been received by WPP's bank in funds that are available immediately. Payment shall then be considered to have been made.

In the case of part payments, each installment of payment defined in the contract shall be paid by the Purchaser before delivery of the next installment.

In the case of an international sale, if the parties have agreed to payment by documentary letter of credit, unless agreed otherwise in writing, the Purchaser shall ensure that a documentary letter of credit in favour of WPP is issued by a reputable bank in accordance with the Rules and Uniform Usages concerning Documentary Letters of Credit published by the ICC, and notified within at least 30 days prior to the agreed date for delivery or at least 30 days prior to the starting point of the agreed delivery date. Unless otherwise agreed in writing, the documentary letter of credit shall be payable on sight at WPP's bank and shall permit partial consignments and transshipments.

If the parties have agreed to payment by documentary letter of credit, unless it has been agreed otherwise in writing, the documents shall be remitted against payment (D/P), and in all cases this remittance shall be subject to the application of the Uniform Rules concerning payments published by the ICC. WPP reserves



the right to accompany this type of payment with a guarantee of the stand-by Letter of credit type in order to protect itself against any default by the Purchaser.

Should the parties have agreed that payment is guaranteed by a bank, the Purchaser shall supply, at least 30 days prior to the delivery date, or at least 30 days prior to the start of the agreed delivery period, a bank guarantee at first request in accordance with the Uniform Rules concerning a Guarantee on Demand published by the ICC or a stand-by letter of credit that complies with the Uniform Rules or with the Rules and Uniform Usages concerning Documentary Letters of Credit published by the ICC, and in both cases issued by a reputable bank.

3.4 – In case of delayed payment, WPP may suspend any orders in progress, without prejudice to any other course of action. Any amount unpaid by the due date and shown on the invoice shall lawfully result, from the day following the due date, the application of penalties in an amount equal to the rate applied by the European Central Bank in its most recent financing operation plus 7 points, from the day following the due date [sic].

These penalties shall be lawfully due, without an official notification being necessary.

If payment is not made, within 48 hours of an official notification for payment being unproductive, the sale shall be lawfully cancelled if this seems appropriate to WPP which may apply to any competent court for the recovery of the products, without prejudice to any rights to damages with interest. The court order shall not only cover the order in question, but also any previously unpaid orders whether or not they have been delivered or are in the process of being delivered and whether or not payment is past due or not. When payment is in installments, failure to pay a single installment shall make the whole of the debt due immediately, without an official notification. In all of the above cases, amounts due for other deliveries, or for any other reason, shall fall due immediately unless the vendor opts for the cancellation of the corresponding orders. The Purchaser shall reimburse all of the costs occasioned by the recovery by legal means of the amounts due.



ARTICLE 4 –RESERVED OWNERSHIP CLAUSE

As an exemption to any legislative or regulatory provisions to the contrary, it is agreed that the transfer of ownership of the goods shall be suspended until full payment of the price, in principal and any additional costs relating thereto.

Any clause to the contrary, especially in clauses of the general conditions of purchase, shall be considered as not having been written.

In the case of seizure or any intervention by a third party, the Purchaser shall be required to inform WPP immediately. WPP reserves the right to recover the goods at any place and in whoever's hands they may be found.

The Purchaser undertakes to permit, at any moment, the identification and claim of the goods, it being agreed that goods in stock shall be considered to correspond to the unpaid goods. Should the goods be resold before they have been paid for in full, the Purchaser shall be required to so inform WPP.

ARTICLE 5 – CHECKING OF PRODUCTS BEFORE DESPATCH

If the parties have agreed that the Purchaser was entitled to proceed to check the products before despatch, or if the regulations in the country for which the goods are destined require such a check, WPP shall notify the Purchaser, within a reasonable period of time prior to despatch, that the products are ready for checking at the agreed place.

The Purchaser shall then act with due diligence so that the check may be made within a period of 8 days at the agreed place, in such a way that the despatch of the goods may be performed on the contractual date. If the Purchaser shall not have performed the said checks within the eight-day period, it shall be required to pay the cost thereof and settle it with WPP, for any additional charges incurred, especially the costs of storage, insurance, etc.



ARTICLE 6 – DELIVERY

6.1 – Delivery deadlines are only provided for information and indication.

WPP shall do its best to meet the delivery deadlines it has indicated in acceptance of the order, on the basis of the logistics delays of reference in the industry and to execute orders, except in a case of *force majeure*, or in a case of circumstances beyond its control, such as strikes, frost, fire, storm, flood, epidemic, difficulties of supply, without this list being exhaustive.

Delays in delivery may not be productive of any penalty or fine, nor may it be a reason for the cancellation or withdrawal of the order.

In any case, delivery within the deadlines may only occur if the Purchaser is up-to-date in its payments to the vendor, regardless of the reasons therefor.

6.2 – The transfer of risk from WPP to the Purchaser shall occur as provided in the Incoterm 2000 of the ICC (terms and stipulations corresponding to the Incoterms published by the ICC), chosen by the parties.

In the absence of such a choice, Incoterm 2000 FCA (seller's works) shall apply and the transfer shall occur as soon as the goods are routed to the transport terminal, WPP not being responsible for the unloading of the vehicle.

6.3 – It is up to the Purchaser, in case of damage to the goods delivered or missing, to make all the necessary reservations to the forwarder.

Any reservation shall be made to the forwarder by registered letter with acknowledgement of receipt (of which a copy shall be sent simultaneously to WPP) within 3 days of receipt of the consignment, unless there are imperative arrangements to the contrary. Once this deadline has passed, the goods shall be considered to have been accepted by the Purchaser.

6.4 – Without prejudice to any provisions to be made with respect to the forwarder within the deadlines abovementioned, claims for visible defects or non-compliance of the delivered goods to the goods ordered or the despatch note shall be formulated in writing within 2 days of the arrival of the goods.

No action or claim for non-compliance may be made once this two-day period after delivery of the goods has passed, even as a counter-claim in defence on the occasion of an action for recovery of debt instituted by WPP.

In the absence of a written claim within this deadline, WPP's liability to the Purchaser, due to a visible defect or in case of non-compliance of the goods delivered with the goods ordered, may not be challenged.

It is up to the Purchaser to supply any proof as to the existence of defects or anomalies established. It shall leave the option to WPP to proceed to establish the existence of these defects in order to be able



to remedy them. It shall abstain from intervening itself or having a third party intervene for the purpose.

In the case of goods sold in packaging, the weight and measurements at the start shall determine the quantities delivered.

Should there be minor and habitual differences between the products delivered and considered to be compliant with regard to the market in question or with regard to the business relationship between the parties, the products shall be considered to be compliant.

6.5 – No return of goods may be made by the Purchaser without the prior, express and written consent of WPP. Any goods returned without such agreement shall be held at the disposal of the Purchaser and shall not be productive of the creation of a credit note.

The cost of return shall always be the Purchaser's liability. All goods returned shall be so in the condition in which they were delivered.

Where a check confirms the existence of a visible defect or where something is missing, WPP shall have several options as follows:

- to replace the non-compliant articles and/or add the rest in order to make up for the missing items at its own expense,
- to make the products complaint again at no cost to the Purchaser,
- to reimburse the Purchaser for the price it paid for the non-compliant and/or missing products and thus resolve the sale of the non-compliant and/or missing products.

At any event, the Purchaser may in no case lay claim to any compensation. If the Purchaser decides to retain any of the non-compliant products, it shall have the right to a repayment of an amount equivalent to the difference between, on the one hand, the value of the products that ought to have been delivered in compliance with the order, and on the other hand, the value of the products actually delivered, such difference not to exceed 5% of the price of the products actually delivered.

6.6 – The unreserved receipt of products ordered by the customer shall cover any apparent defect and/or missing part.

A claim made by a Purchaser under the conditions and according to the procedures described in the present article shall not suspend payment by the Purchaser for the goods in question.

6.7 -In the case of complete non-payment of an invoice that has fallen due and after official notification has remained unproductive after 48 hours, WPP reserves the option to suspend any delivery in progress and/or to come.



ARTICLE 7 – WARRANTY

7.1 – Unless agreed differently in writing, the products shall be guaranteed against any defect in materials or manufacture for a period of three months, from the date of delivery of the goods. Interventions under the warranty shall not have the effect of extending the term thereof. Under this warranty, the only obligation incumbent upon WPP shall be, as it chooses, the free replacement or repair of the product or the part acknowledged to be defective by its departments unless this method of reparation shall prove to be impossible or disproportionate.

In order to implement the warranty, the Purchaser shall inform WPP within a maximum of one month by registered letter with acknowledgement of receipt from the time of the discovery of the defect, that the goods supplied are not working or/and have broken down. It shall send the part judged to be defective, packed in its original packaging. WPP, after examining it, shall decide either to repair it or exchange it.

7.2 – The warranty shall not cover apparent defects.

Defects and deterioration caused by natural wear and tear, an external accident, incorrect installation, improper use, faulty maintenance or an intervention by personnel who are not part of WPP or who have not been appointed by the latter, as well as any modification to the product that was not planned or specified by WPP are also excluded.

ARTICLE 8 –INTELLECTUAL PROPERTY

Any technical documents remitted to the Purchaser shall remain the exclusive property of WPP, which is the sole owner of the intellectual property rights to these documents, and shall be remitted to it upon its request.

The Purchaser undertakes not to use these documents in a manner liable to harm WPP's intellectual property rights and undertakes not to disclose them to any third party.

ARTICLE 9 – CONFIDENTIALITY

The parties undertake to keep strictly confidential any information concerning each of them, whatever it may be, and of which they may become aware during their commercial relationship, whether relating to the order placed between the parties, their commercial policy, their mutual business activities, their strategy or pricing.

They undertake to take every measure required with their staff and consultants in order to maintain this confidentiality.

ARTICLE 10 – FORCE MAJEURE

Considered *force majeure* or unforeseen circumstances will be events independent of the will of the parties so that they may not have been reasonably considered to have been able to predict them and which they cannot reasonably avoid or overcome, to the extent that their occurrence renders the performance of the obligations totally impossible.

The following are some of the cases of *force majeure* or unforeseen circumstances discharging WPP of its liability of an obligation to deliver within the initially planned deadlines: total or partial strike by its



employees or usual forwarders, fire, flood, war, roadblocks, strike or interruption to the electricity and/or gas supply, or disruption to supplies for which WPP's suppliers are responsible. In such circumstances, WPP shall warn the customer in writing, especially by fax or email, within 24 hours of the date of the occurrence of these events, the contract between WPP and the Purchaser then being lawfully suspended from the date on which the event occurred.

If the event lasts for more than 30 days, from the date on which it first occurred, the contract of sale between WPP and the Purchaser may be cancelled by the most diligent party, by sending a registered letter with acknowledgment of receipt, without either of the parties being able to claim the granting of damages with interest. WPP shall then repay the sums already paid in advance and which not correspond to items already delivered by the date on which the incident of *force majeure* occurred.

This cancellation shall take effect on the date of the first presentation of the said registered letter with acknowledgment of receipt.

ARTICLE 11 –APPLICABLE LAW AND SETTLEMENT OF DISPUTES

11.1 -Any question concerning the present general conditions of sale as well as the sales covered thereby, which are not covered by the present contractual stipulations, shall be governed by Singaporean law to the exclusion of any other law.

The provisions covering international contracts of the sale of goods and especially the provisions of the United Nations Convention of 11 April, 1980 covering international contracts for the sale of goods (known as the Vienna Convention), shall not apply to any sale entered into between WPP and a foreign purchaser.

11.2 – In the case of dispute on the occasion of the interpretation, performance or cancellation of orders and/or the present general conditions of sale, the parties agree to bring their dispute before the commercial court, even if there is a plurality of defendants or if the case is a call upon a surety.

WPP may, however, take action before the competent court in application of the standard rules of competence, especially in an application for an interim or emergency injunction.