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Tooltrain (Shanghai) Tools and Appliance Co., Ltd.
途朔 (上海) 工具电器有限公司
Room 306, No.1108 Caobao Road
Minhang District, Shanghai
PRC

General Terms and Conditions issued by Tooltrain International Singapore PTE Ltd. (Singapore UEN no. 202118670W) © Commercial Register of the Chamber of Commerce for Noord-Nederland.

1 GENERAL:

- 1.1 Tooltrain is the user of the terms and conditions as referred to in the preamble. The purchaser is the natural or legal person who has given Tooltrain the assignment for the sale and/or delivery of goods to the purchaser.
- 1.2 These terms and conditions are applicable to all, including pre-contractual and future, legal relationships between Tooltrain and the purchaser. This is therefore also understood to mean, in so far as relevant, service and repair work, warranty, subsequent delivery of materials, etc.
- 1.3 The applicability of the terms and conditions used by the purchaser is explicitly dismissed.
- 1.4 Additions to and/or deviations from these general terms and conditions are only binding for Tooltrain if they have been explicitly confirmed to the purchaser in writing.
- 1.5 If any provision of these terms and conditions is declared void either by law or otherwise, when determining what is legally applicable between the parties the purport of the invalid provision will be followed as closely as possible.
- 1.6 In so far as applicable, the term 'goods' in these terms and conditions is understood to mean: delivered materials, parts, accessories, information and services, as well as all related goods in the broadest sense of the word.
- 1.7 These terms and conditions also apply for the benefit of personnel of Tooltrain and third parties involved by Tooltrain in the performance of the agreement.

2 FORMATION OF AGREEMENTS

- 2.1 Unless stated otherwise, all offers by Tooltrain are without obligation and lapse at any rate thirty days after the date of the offer. An offer accepted by the purchaser may be withdrawn by Tooltrain within five working days. Offers are based on the information, if any, supplied by the purchaser at the time of the request.
- 2.2 Undertakings by and agreements with employees of Tooltrain are only binding to Tooltrain in so far as these undertakings and/or agreements have been confirmed by the director of Tooltrain to the purchaser.
- 2.3 If the purchaser gives an assignment to Tooltrain without a prior offer being made by Tooltrain, the agreement will only be formed either through a written confirmation by Tooltrain to the purchaser of that assignment, or through the issue of a proforma invoice by Tooltrain to the purchaser.
- 2.4 Designs, drawings, models, descriptions, specifications etc. produced by Tooltrain remain the property of Tooltrain. The purchaser may not copy these documents without Tooltrain's permission. Intellectual property rights attached to the goods delivered or made available by Tooltrain will remain the full property of Tooltrain and/or its supplier.

3 PRICES

- 3.1 Unless stated otherwise, all amounts quoted by Tooltrain in offers, order confirmations or otherwise are given in US Dollars and are exclusive of turnover tax and other government levies. Unless stated otherwise, service and transport are not included in the price.
- 3.2 The price quoted by Tooltrain is based on its purchase prices and on other cost factors such as

wages, social and government charges, transport costs, insurance premiums, the exchange rate between the US Dollar and other foreign currencies in which Tooltrain has purchased the goods, import or export duties, taxes, levies, dues, etc. If one of these price elements is increased after the formation of the agreement and before its general implementation, Tooltrain is entitled to increase the agreed price, even if such an increase was foreseeable at the time of the formation of the agreement.

- 3.3 If the price increase in accordance with article 3.2 exceeds ten percent (>10%), the purchaser is entitled to dissolve part of the agreement for the delivery of the goods in respect of the goods yet to be delivered.
- 3.4 If at the request of the purchaser, or if so required for the proper performance of the assignment, more is delivered than was originally agreed, the invoice amount will be increased accordingly.

4 TRANSPORT AND RISK

- 4.1 The risk of the goods to be delivered to the purchaser is transferred to it FOB port (as contained in the ICC Incoterms® 2020). Unless the purchaser requests in good time that the goods be insured at the expense of the purchaser, the goods will be transported uninsured.
- 4.2 Unless agreed otherwise in writing, duties, clearance charges, taxes, etc. will be charged to the purchaser.

5 DELIVERY PERIOD AND DELIVERY

- 5.1 The delivery dates given by Tooltrain are target dates and are explicitly not deadlines. If a particular delivery period has been agreed or it has been agreed that Tooltrain will commence or complete the delivery within a certain period of time, this period will be extended if and in so far as the purchaser has not yet made all the necessary preparations for the performance of the agreement, or has not made an advance payment as agreed or has made such payment too late.
- 5.2 If the agreement pertains to several goods, Tooltrain reserves the right to make part deliveries and submit part invoices to the purchaser. The purchaser is required to pay the invoice as if it were a separate order or separate contract.
- 5.3 If an agreed delivery period is exceeded, Tooltrain will only be in default if it has received from the purchaser a written notice of default giving it one month to deliver the goods and still fails to comply within this period of time.
- 5.4 If the above period of time is exceeded, the purchaser will be entitled to terminate the agreement, provided that the failure does actually justify such termination. In the event of termination, the purchaser is not entitled to compensation unless such exceeding of this period of time is the result of intent or gross negligence of the management of Tooltrain and/or its managing employees.
- 5.5 If Tooltrain is not given the opportunity by the purchaser or third parties to perform the agreement, it is entitled to store or arrange for the storage of the goods to be delivered at the expense and risk of the purchaser, notwithstanding the retention of title of Tooltrain. Nevertheless, the purchaser remains obliged to pay the agreed price for the work to be performed and/or the goods to

be delivered, and is also obliged to compensate Tooltrain for the costs and loss arising therefrom.

6 RETENTION OF TITLE AND RIGHT OF RETENTION

- 6.1 Notwithstanding that stated in these terms and conditions, all goods delivered, to be delivered, made available or given on consignment by Tooltrain remain the property of Tooltrain, until such time as all its claims on the purchaser have been paid, for whatever reason and regardless of whether such claims are due and payable, including interest and costs.
- 6.2 Until Tooltrain has been paid in full, the purchaser is not authorized to make available to third parties, to lend or loan for consumption, pledge and/or otherwise encumber the goods, with the exception of sale by the purchaser within the context of its normal business operations.
- 6.3 Tooltrain is entitled as the situation may arise to take back itself or arrange to take back all delivered goods, without any authority from the purchaser or court being required, from the place where these goods are located. The purchaser is obliged to lend Tooltrain all its cooperation for this purpose, in particular to allow it or persons designated by it access to the company or other areas used by the purchaser.

7 PAYMENT

- 7.1 Payment will be based on (partial) Payment In Advance (PIA) and/or Cash Against Documents (CAD), unless agreed otherwise in writing. If a payment discount is stated on the invoice, this discount will apply if the invoice has been paid in full within the period stated for this purpose on the invoice, unless agreed otherwise.
- 7.2 Payment must be made without any setoff, to the account designated by Tooltrain. The moment of payment will be deemed to be moment at which Tooltrain receives confirmation from its bank that the amount concerned has been credited to the account.
- 7.3 If payment has not been made in full within the stipulated period of time, the purchaser is immediately in default by operation of law, i.e. without any further notice of default being required, and from the due date will be liable to interest of 1.5% per month or part thereof, or statutory interest if this is higher, on the outstanding amount. Furthermore, all costs at law and otherwise will be charged to the purchaser amounting to at least 15% of the outstanding amounts payable, notwithstanding the right of Tooltrain to claim payment of the actual costs incurred at law and otherwise.
- 7.4 If any payment deadline has been exceeded by the purchaser, the total outstanding invoice amount as well as all other outstanding invoices will be immediately due and payable without notice of default being required.
- 7.5 Tooltrain is entitled at all times to demand security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not.
- 7.6 Payments made by the purchaser will be used first to settle costs and interests due, and then to settle outstanding invoices which have remain unpaid the longest, even if the purchaser states that a particular payment is to settle a different invoice.
- 7.7 Tooltrain is entitled to suspend compliance with its obligations until the purchaser has settled all its outstanding obligations in full.
- 7.8 Tooltrain is entitled to set off all claims on the purchaser against any debt that Tooltrain may have

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towards the purchaser or a natural or legal person affiliated to the purchaser.

7.9 The purchaser is not entitled to defer any payment.

8 INSPECTION OBLIGATION AND COMPLAINTS

8.1 The purchaser is required to inspect the delivered goods for any visible defects immediately upon delivery. If visible defects are found, the purchaser is required to inform Tooltrain in writing, giving reasons, within 48 (forty-eight) hours of delivery, failing which the delivered goods will be deemed to have been accepted.

8.2 Other defects must be reported to Tooltrain in writing as soon as they have been discovered, or immediately after they could have been reasonably discovered, failing which the delivered goods will be deemed to have been accepted.

8.3 The purchaser may only return the goods to Tooltrain after having receiving permission to do so.

8.4 The purchaser is not entitled to make a complaint if the goods delivered are no longer in exactly the same condition as they were at the time of delivery.

8.5 If Tooltrain is of the opinion that a complaint submitted is justified, Tooltrain is entitled, after consultation with the purchaser, to credit the invoice or a proportional part thereof or to perform the agreement once again while maintaining the existing agreement, subject to the obligation of the purchaser to return the faulty goods to Tooltrain carriage paid at the latter's request.

8.6 No obligation whatsoever rests on Tooltrain concerning a complaint submitted if the purchaser has not met all its obligations towards Tooltrain (both financial and otherwise) on time and in full.

8.7 A complaint concerning the goods delivered cannot have any influence on goods delivered earlier or yet to be delivered, not even if the goods have been or will be delivered in performance of the same agreement.

8.8 Tooltrain is entitled to refuse to accept returns, unless the option to return goods comes within the scope of the provisions of article 8.5.

9 WARRANTY AND EPIDEMIC FAILURE

9.1 Warranty conditions are applicable to the goods delivered by Tooltrain to the purchaser and form an integral part of these general terms and conditions.

9.2 Warranty conditions are only applicable in the case of an epidemic failure, meaning the number of defective products resulting from the same common root cause for the same phenomenon derived from workmanship, as verified by Tooltrain, exceeds two percent (>2%) of all products that are delivered to the purchaser during any single production batch.

9.3 If an epidemic failure occurs, Tooltrain agrees to assist the purchaser with a technical resolution of the failure and both parties agree to negotiate with each other for a reasonably practicable solution.

9.4 Tooltrain has the right to inspect units at the purchaser's location to identify defective products of the same root cause.

9.5 Each warranty obligation of Tooltrain is cancelled in the following circumstances – but is not limited to these circumstances – if the goods concerned are not or will not be used in accordance with their purpose or are used improperly, the conditions of use and maintenance and/or the integration or assembly instructions have not been observed, inexpert repairs have been carried out or non-original parts have been incorporated in the goods, modifications have been made to or in the

goods and/or the product numbers or features have been made unrecognizable or have been removed.

9.6 Defects that have arisen from normal use or other natural wear and tear, or defects that can be attributed to such circumstances, do not come under the warranty.

9.7 Unless explicitly stated otherwise, the warranty period is one year from the date of supplying the goods.

9.8 Any claim made under warranty may never lead to a termination of the agreement by the purchaser, and does not affect the obligations of the purchaser under the terms of that agreement.

10 FORCE MAJEURE

10.1 Force majeure is understood to mean a failure that cannot be attributed to Tooltrain. A shortcoming cannot be attributed to Tooltrain if such shortcoming cannot be blamed on it nor charged to it under the law, agreement or according to generally accepted standards. This will at any rate include a failure as a result of:

- Failures of and/or serious disruptions to the production process at suppliers of Tooltrain, including utility companies
- Failure by third parties to deliver the necessary materials and semi-finished goods
- Wilful misconduct or gross negligence of auxiliary persons, servants or agents
- War and mobilization
- Strikes, riots and civil commotion
- Exceptional weather conditions
- Government measures, including import and export prohibitions and import and export barriers
- Transport congestion
- Epidemics and pandemics
- And other similar circumstances.

10.2 In the case of force majeure, Tooltrain has the choice of either suspending the performance of the agreement until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate the agreement in full or in part. In both cases the purchaser is not entitled to any compensation. If the period in which Tooltrain is unable to comply with its obligations for reasons of force majeure is longer than three months, the purchaser is also entitled to terminate the agreement, without giving rise to any obligation in that case to pay compensation, however with due observance of article 10.3.

10.3 If Tooltrain has met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that part separately. The purchaser is required to pay this invoice as if it were a separate order or separate contract.

11 LIABILITY

11.1 Tooltrain is only liable vis-à-vis the purchaser for damage incurred by the latter as a direct consequence of gross negligence or intent on the part of Tooltrain.

11.2 Tooltrain is under no circumstances liable for:

- Indirect loss such as trading loss, consequential loss or loss due to delays incurred by the purchaser (including business disruption, loss of income etc.), through whatever cause; the purchaser is required to take out insurance if necessary to cover such loss
- Loss arising through the actions or omissions of the purchaser or third parties in breach of the instructions given by Tooltrain or in contravention of the agreement and these terms and conditions.

11.3 Information provided by Tooltrain in illustrations, catalogues, drawings or in any other way concerning the model, material and colour, as

well as all other specifications given in official lists, offers and/or order confirmations and advertising material are deemed to be an approximation and without obligation. Tooltrain accepts no liability whatsoever for any inaccuracies.

11.4 Tooltrain is not liable for damage of any nature, including that which has arisen because or after the purchaser has put the delivered goods into use or has had these goods put into use, or has processed them or delivered them to third parties or arranged for them to be processed or delivered to third parties.

11.5 Tooltrain will never be liable for the acts and/or omissions of third parties, including auxiliary persons, servants or agents engaged by it, or for any damage arising as a result.

11.6 In the case that Tooltrain is indeed liable, the amount of compensation will be always limited to the invoice amount (excluding VAT) of the performance at issue, up to the maximum amount paid out under liability insurance or other insurance.

11.7 The restrictions and/or exclusion of liability also applies to personnel of Tooltrain and the auxiliary persons, servants or agents engaged by Tooltrain for the performance of the agreement.

12 TERMINATION

12.1 Tooltrain is entitled to terminate all or part of the agreement with immediate effect, without prior notice of default, if:

- The purchaser does not comply with the obligations under the agreement, or does not comply with them promptly or properly
- The purchaser is granted a moratorium or has applied for such a moratorium
- The purchaser is declared insolvent, or a winding-up petition has been filed against or by the purchaser
- A third party levies attachment against the purchaser
- The purchaser is a legal person and the legal person is dissolved or, if the purchaser is a natural person, the purchaser dies or is no longer able to conduct his business
- Other circumstances which arise that endanger Tooltrain's recovery options.

All this applies without Tooltrain being obliged to pay any compensation.

12.2 In the case of termination, Tooltrain is entitled to remove and take back all the goods it has delivered.

12.3 The purchaser is required to lend its cooperation to Tooltrain for such purpose, in particular to allow it or persons designated by it access to the company or other areas used by the purchaser. The purchaser gives its consent in the event of such a situation arising.

12.4 The costs of taking back, storing and selling these goods will be charged to the purchaser. Tooltrain is entitled either to retain the goods until the purchaser has met all its obligations in full, including interest, costs and compensation, or to sell the goods to third parties, in which case the net proceeds will be deducted from the total amount owed by the purchaser.

12.5 If the agreement is dissolved, Tooltrain will be entitled to compensation from the purchaser for any financial loss incurred by Tooltrain, unless the



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termination is the consequence of failure or force majeure on the part of Tooltrain.

13 LIMITATION PERIOD

In so far as the purchaser has a legal claim against Tooltrain, this claim will lapse one year after it arose unless shorter statutory periods of time apply.

14 APPLICABLE LAW / COMPETENT COURT

14.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.

14.2 In the event of any dispute arising out of or relating to these Terms and Conditions, the parties shall use their best efforts to resolve it amicably by negotiation. Any dispute, which cannot be so resolved, shall be submitted to arbitration and the arbitration proceeding shall be conducted in accordance with the rules of Singapore International Arbitration Centre. The arbitrators shall have the power to rule on their own jurisdiction and on the validity of these Terms and Conditions to arbitrate, and their award shall be final and binding, and shall be enforceable in any court of competent jurisdiction.

14.3 The arbitration proceedings shall be conducted in Singapore.