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# Dynamic C4 Pte Ltd.

## Terms & Conditions of Sale

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Dynamic C4 Pte Ltd. (“Dynamic C4”) is a distributor and system integrator of some Commercial-off-the-shelf (COTS) products, and service provider of some engineering and professional services. These products and services include hardware (the “Hardware”) and software, including firmware and associated documentations (the “Software”), and engineering (“NRE”) or professional services (the “Professional Services”) (collectively, the “Products”). The following terms and conditions of sale (the “Agreement”) shall govern the sales of these Products which are ordered by customer (the “Buyer”) from Dynamic C4 (the “Seller”). In some sales transactions Dynamic C4 needs to purchase Products from its original equipment manufacturer or supplier (the “OEM Supplier”) and resell the Products to the Buyer.

Any and all terms and conditions included in any subsequent communications from Buyer (e.g. in purchase orders) are governed by this Agreement unless explicitly agreed by Dynamic C4 in writing. If Buyer submits a purchase order or other documentation to evidence that it wishes to proceed with the transaction that is the subject of a valid Dynamic C4 quotation, Buyer is deemed to have accepted to terms and conditions of these Terms & Conditions of Sale.

### 1. Delivery

Shipment shall be FOB Singapore, unless otherwise specified. Title and risk of loss shall pass to Buyer upon delivery to the carrier. Unless otherwise directed and agreed upon with Buyer in writing, the goods will be shipped uninsured. Dates of shipment are estimated only and Dynamic C4 shall not be liable for any loss or damage by reason of any delay in delivery or for causes beyond Dynamic C4’s control, or for failure to give notice of delay in delivery. Buyer shall be responsible for all transportation charges, transit insurance (if applicable), and handling charges, if any.

In cases where Dynamic C4 provides NRE and/or Professional Services to Buyer, a Factory Acceptance Test (“FAT”) shall be conducted at Dynamic C4’s site, or an On-site Acceptance Test (“OSAT”) may be conducted at Buyer’s site which will be determined by Dynamic C4. A Delivery shall only happen after Buyer has accepted the FAT or OSAT and signed in writing the Acceptance Test Plan (“ATP”). Upon signing of ATP by Buyer, the NRE and Professional Services are deemed to have been accepted by the Buyer, and the Buyer shall make payment to Dynamic C4 as set in Clause 3, Payment Terms.

### 2. Taxes

Buyer shall be responsible for all taxes on the sale or use of products or services supplied to Buyer, except taxes based on Dynamic C4’s income.

### 3. Payment Terms

Terms are cash in advance unless explicitly agreed by Dynamic C4 in writing. With approved credit, terms are net 30 days from date of delivery by Dynamic C4.

### 4. Warranty

- A. Dynamic C4 warrants to the original Buyer only that Hardware will, at time of delivery, conform to each OEM Supplier's then current documentation supplied with the product. Dynamic C4 further warrants to Buyer that Hardware will be free from defects in material and workmanship for the period of one(1) year from the date of shipment of hardware(the " Warranty Period"). The Warranty Period shall commence upon delivery to carrier as stated in Clause 1, Delivery, above.
- B. Dynamic C4 will have its OEM Supplier, at its OEM Supplier's sole option, repair or replace any products or component part found by its OEM Supplier to be defective if notified, in writing within the Warranty Period, and the defective product is returned to Dynamic C4 or its OEM Supplier prepaid. Buyer must first obtain shipping instructions from Dynamic C4 prior to returning any defective product under this warranty. All repaired / replaced products or components are warranted for thirty (30) days or the remaining unexpired term of the original warranty, whichever is longer.
- C. The above warranty is a limited warranty and will apply only if Dynamic C4's OEM Supplier in its good faith determines that the Hardware has not been: (i) altered/ modified, other than by the Product's original OEM Supplier; (ii) improperly used or installed; (iii) used in a manner other than as specified by the Product's OEM Supplier; or (iv) caused by external factors such as, but not limited to, failure of electrical power.
- D. DISCLAIMER OF WARRANTY

THE FOREGOING LIMITED EXPRESS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF DYNAMIC C4 WITH RESPECT TO THE PRODUCT AND ITS USE, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DYNAMIC C4 SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- E. Increased and/or additional Technical Support Services programs can be added before the end of the warranty/service period by purchasing the appropriate level of service from Dynamic C4.

### 5. Cancel/Reschedule

#### A. Standard Hardware and Software Products

The Buyer may cancel any purchase order or any thereof for standard Hardware and Software Products of Dynamic C4's, by giving Dynamic C4 written notice more than sixty (60) days prior to the scheduled delivery date of such Hardware or Software and shall pay a fifty percent (50%) cancellation charge.

The Buyer may reschedule any purchase order or any part thereof for standard Hardware and Software one time only, by giving Dynamic C4 sixty(60) days written notice prior to the original scheduled delivery date of such Products and shall pay, as applicable, either: (i) a twenty percent (20%) reschedule fee for orders rescheduled for delivery within ninety(90) days of the original scheduled delivery date; or (ii) a ten percent (10%) reschedule fee for orders rescheduled for delivery within sixty (60) days of the original scheduled delivery date.

**B. Chassis Systems, Custom Products**

The Buyer may cancel, in writing, any purchase order for chassis systems, custom Products by giving Dynamic C4 written notice more than ninety(90) days prior to the scheduled delivery date of the Products. In the event that Buyer cancels or refuses delivery services for such, then the Buyer shall pay a fifty percent (50%) cancellation charge. In addition, the Buyer shall pay at the time of the cancellation for all chassis systems work completed or custom Products or non-cancellable by Dynamic C4's OEM Supplier, for all work in progress, and for any of its OEM Supplier's cancellation charges, at the prices quoted by Dynamic C4.

**C. NRE and Professional Service Purchase Orders**

The Buyer may cancel or reschedule any purchase order for Professional Services, by giving Dynamic C4 written notice more than ninety (90) days prior to the scheduled completion date of the Professional Services or NRE. The Buyer will be invoiced at the time of cancellation or re-scheduling for all work completed at that time and for any work in progress at prices quoted by Dynamic C4, plus an early cancellation charges of fifty percent (50%) of the value of the purchase order so cancelled to facilitate the cancellation or rescheduling of the work.

Dynamic C4 reserves the right, in the case of a rescheduling, to provide a revised quotation for any or all of the work still to be completed and to produce a revised project plan. Completion of the order would only commence upon acceptance of revised quotation and project plans. Any cancellation charges, revised prices and project plans will be provided to the Buyer within one month of the formal notice.

**6. Termination**

Either party may terminate this Agreement upon written notice to the other if the other party becomes insolvent, files a petition in bankruptcy or fails to cure a material breach or violation of this Agreement if upon thirty (30) days written notice, the breaching party fails to cure such breach. Failure to pay any monies due under this Agreement is considered a material breach. Termination shall not exclude other remedies each party may have for failure to perform its obligations hereunder.

**7. Patent and Copyright**

Dynamic C4 warrants to sell the Products, as supplied by its OEM Supplier, do not infringe International patent and copyright. Dynamic C4 will not have any obligations or liability under this clause if the alleged infringement arises from (i) use or combination of the Hardware with other products, devices or software not supplied by Dynamic C4, or (ii) Dynamic C4's compliance with Buyer's designs, specifications or instructions, or (iii) modifications or alternations made by any party other than Dynamic C4 or Dynamic C4's OEM Supplier, or (iv) use of the Hardware in a manner not reasonably foreseeable. THE FOREGOING STATES DYNAMIC C4'S ENTIRE LIABILITY AND OBLIGATIONS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. DYNAMIC C4 DISCLAIMS ALL OTHER LIABILITY FOR THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

Buyer agrees to indemnify and hold Dynamic C4 harmless from any claims, suits, proceedings, losses, liabilities, damages, costs and expenses (inclusive of Dynamic C4's reasonable attorney's fees) arising from (i) use or combination of the Products with other products, devices or software not supplied by Dynamic C4, or (ii) Dynamic C4's compliance with Buyer's designs, specifications or instructions, or (iii) modifications or alternations made by any party other than Dynamic C4 or its Supplier, or (iv) use of the Products in a manner not reasonably foreseeable.

#### 8. INTELLECTUAL PROPERTY OWNERSHIP

Buyer understands and agrees that Dynamic C4, or Dynamic C4's OEM Supplier shall solely and exclusively own and have all right, title and interest in and to all technical data, software, both object and source code, trade secrets, mask works, processes, ideas, know-how, documentation, concepts, inventions, improvements, discoveries and any other tangible or intangible property (collectively, the "Information") developed or prepared by Dynamic C4 or Dynamic C4's OEM Supplier pursuant to or in anticipation of, a Buyer purchase order and all related copyrights, patents, trade secret rights, mask work rights and other intellectual property rights.

Without limiting the generality of the foregoing, Buyer agrees that all records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, models, and tools supplied or produced by Dynamic C4 or Dynamic C4's OEM Supplier during performance of the work under any Agreement with Buyer shall be considered property of Dynamic C4 or Dynamic C4's OEM Supplier, the nature and contents of which shall not be disclosed to others without written permission from Dynamic C4 or its OEM Supplier, and shall be surrendered by Buyer to Dynamic C4 or Dynamic C4's OEM Supplier upon completion of the related portions of such work, as may be requested.

Software products are licensed, not sold to the Buyer. Sales of Software products shall be governed by Dynamic C4 or Dynamic C4's OEM Supplier's Software License Agreement.

Buyer may be required to sign in writing a Software License Agreement prior to sale of Software products. Software License Agreement may be requested from Dynamic C4 or its OEM supplier.

9. Limitation of Liability

In instances where there is a default on Product as supplied by Dynamic C4, the Buyer may be entitled to recover damages from Dynamic C4. Regardless of the basis on which this claim is made( including but not limited to fundamental breach, negligence, misrepresentation, or other contract or tort claim), Dynamic C4's sole liability and Buyer's sole remedies under this agreement are limited by repair or by replacement of the Product as supplied, or by refund of the direct faulty Hardware or amount of SGD\$10,000, whichever is lesser.

Notwithstanding the foregoing, in no event, however, does Dynamic C4 assume any responsibility or liability for any damages whatsoever occasioned by or resulting from the manufacture, lease, sale, license or use of Buyer's products.

UNDER NO CIRCUMSTANCES IS DYNAMIC C4 LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY :

- (A) LOSS OF, OR DAMAGE TO, DATA;
- (B) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY ECONOMIC CONSEQUETIAL DAMAGES; OR
- (C) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

This Clause 9 shall survive any expiration, termination or cancellation of this Agreement.

10. General

- A. This Agreement may not be assigned by Buyer without the prior written consent of Dynamic C4, which consent shall not be unreasonably withheld.
- B. All notices relating to this Agreement must be sent by either certified or registered mail, postage prepaid or electronic mail, by a duly authorized representative from Buyer's facility. Each of the parties may communicate with the other by electronic means and such communication is acceptable as a signed writing.
- C. The Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgements or quotations. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of the party to be bound. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and shall be binding

- upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. If a dispute or controversy arises regarding this Agreement or a purchase order, the parties will attempt in good faith to settle in amicably rather than litigation or arbitration.
  - E. This Agreement shall be governed and construed in all respect by the internal laws of Singapore and Buyer agrees to submit to the jurisdiction of the courts of Singapore when a dispute arises that the parties can not settle amicably. Any action by either party must be commenced within one(1) year after the cause of action arises, except an action for non-payment may be commenced by Dynamic C4 at any time.
  - F. Buyer understands and acknowledges that any sale, export or re-export of products, are subject to the laws and regulations of Singapore and the governments of the origins of the Products. An End User Statement signed by the Buyer may be required prior to shipment. Buyer agrees to indemnify, defend, and hold Dynamic C4 and its Suppliers harmless from any claims, damages or suits resulting from its failure to comply with this Section 11.F.
  - G. The provisions of this Agreement are servable and the invalidity of any provision hereof shall not affect the validity of any other provision.
  - H. Failure by either party to insist in any instance upon strict performance by the other party of any provision of this Agreement shall not be construed or deemed to be a permanent waiver of such or any other provision of this Agreement. This rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies provided by law, equity or statue.

### End###