Effective date: March 21, 2023

COVAL TECHNOLOGIES PTE. LTD.

Standard Terms and Conditions of Sale

1. General Notice

1.1 These Standard Terms and Conditions of Sale ("**Conditions**") govern any purchase of any products, goods or materials ("**Products**") supplied from **Coval Technologies Pte. Ltd.,** a private limited company incorporated in the Republic of Singapore (UEN 202137098D) (together with its successors, affiliates and subsidiaries, "**Seller**" or "**us**") by or to the purchaser (together with its successors, affiliates and subsidiaries, "**Purchaser**" or "**you**"). Each of the Purchaser and the Seller is sometimes referred to in these Conditions as a "**party**" and collectively as the "**parties**."

1.2 If a written supply or distribution agreement is executed by the Purchaser and the Seller, then that agreement will supersede these Conditions to the extent of any conflict or inconsistency with these Conditions. If no written supply or distribution agreement is executed by the parties, these Conditions, along with the provisions contained within the Seller's invoice, constitute the final, entire and exclusive agreement between the parties concerning the sale of Products by the Seller to the Purchaser, and supersede all prior oral and written agreements and understandings (whether express or implied, including those implied by law, through usage of trade, course of performance or course of dealing).

1.3 Except as provided for in these Conditions, any attempted modification of these Conditions by the Purchaser, and any additional or different terms included in the Purchaser's purchase order or other document submitted by the Purchaser to the Seller are rejected (even if such purchase order or other document is accepted by Seller). Any modification or addition to these Conditions must be in writing and signed by authorized representatives of both the Purchaser and the Seller.

1.4 The Purchaser's acceptance, payment for, or use of Products delivered by the Seller constitutes its acceptance of these Conditions. The Seller reserves the right to reject any purchase order for Products submitted by the Purchaser.

1.5 The Products shall not be modified without the express written permission of the Seller. If the Purchaser or any other person, entity or user makes any such modification without the express written permission of the Seller, the limited warranty provided is invalidated.

2. Pricing

2.1 Prices for any Products supplied by us shall be the prices set out on the Seller's price list in effect at the time the order is made by you and confirmed or accepted by the Seller, unless otherwise agreed to in writing by the Seller and the Purchaser.

2.2 Payment for Products shall be made in United States Dollars.

2.3 Prices exclude all taxes, fees and duties (including, without limitation, all: (a) sales, use, license, franchise, excise, VAT and other taxes; (b) export or import duties; or (c) inspection fees, all of which shall be paid by the Purchaser unless a proper exemption certificate is furnished).

2.4 Purchaser shall pay all sums payable by it under these Conditions free and clear of all taxes and any other deductions or withholdings of any kind unless the law requires a deduction or withholding. If a deduction or withholding is so required Purchaser shall pay such additional amount as will ensure that the net amount the payee receives equals the full amount which it would have received had the deduction or withholding not been required.

2.5 All prices are subject to change by the Seller without notice.

2.6 If the Purchaser requires permits to use the Products, then the cost for those permits shall be the sole responsibility of the Purchaser.

2.7 The Purchaser may cancel a purchase order which has been accepted by the Seller only with the prior written consent of the Seller, which the Seller may withhold in its sole and absolute discretion. While in no way limiting the generality of the foregoing, cancellations are prohibited once the Products have been shipped and for custom made Products that have already been made or are in the process of being made. All approved cancellations will be subject to the payment by the Purchaser of a cancellation fee in the amount of 25% of the amount that otherwise would have been invoiced under the canceled purchase order.

3. Terms of Payment

3.1 The Purchaser agrees to pay for all Products ordered by the Purchaser in full and in cleared funds, without any set-off or counterclaim or deduction, at the prices, quantities, and payment terms specified on the Seller's invoice. If payment terms are not specified in the invoice, standard payment terms are 30 days from the invoice date (except in the case of Stored Products, the terms of which are described in Paragraph 4).

3.2 Time of payment shall be of the essence and all sums not paid when due shall bear interest at the lower of 1.5% per month or the highest amount permitted under Applicable Laws.

3.3 The Purchaser shall reimburse the Seller for all costs and expenses (including collection costs and attorneys' fees) incurred by the Seller in collecting any past due balances or other amounts owed by the Purchaser to the Seller. In the event of late payment, partial payments will be applied first to overdue interest, then to any costs of collection, and finally to the cost of the Products.

4. Delivery of Products; Title and Risk of Loss

4.1 Unless otherwise expressly agreed to in writing signed by the Seller, title to the Products (and risk of loss) shall pass from the Seller to the Purchaser free on board ("**FOB**") the Seller's facility.

4.2 If the Purchaser requests the Seller to ship the Products and the Seller agrees, unless otherwise agreed to by the Seller (a) title to the Products (and risk of loss) shall pass from the Seller to the Purchaser FOB the Seller's facility, (b) the Purchaser shall pay the cost of freight in advance, and (c) the Purchaser shall reimburse the Seller for extra freight charges, special packaging, and incidental costs incurred for Products shipped at Purchaser's request by means other than the Seller's customary shipping methods.

4.3 The Purchaser agrees that time of delivery of the Products is not of the essence**.** The Seller will use commercially reasonable efforts to meet requested or anticipated delivery times but is not responsible for delays caused by acts beyond its reasonable control, including without limitation, any failure of the transportation carrier to meet the delivery schedule or any inaccurate information provided by the Purchaser. If the Purchaser cannot, or, without cause, does not, take delivery of the Products, the Seller may in its sole discretion ship the Products to a third-party warehouse for storage at the Purchaser's cost (such Products, "**Stored Products**"). In such instance, payment for such Products (along with the initial storage fee and a 2% administration fee) shall immediately be due and payable by the Purchaser.

4.4 All shipping dates are approximate and are dependent upon prompt receipt from the Purchaser of all information necessary for the proper execution of Purchaser's purchase order and subject to Seller's confirmation.

5. Purchase Order Cancellation; Products Returned

5.1 Products may not be returned to the Seller for credit without the prior written authorization by the Seller, and in no event can Products be returned more than 30 days after being shipped to the Purchaser.

5.2 The Purchaser agrees that custom Products manufactured for the Purchaser pursuant to a purchase order or other request must be purchased by the Purchaser and cannot be returned.

5.3 Products that are eligible for a refund must be unused, in the original packaging, and in the same condition that you received them.

6. Receipt of Products

6.1 All Products must be inspected by the Purchaser immediately upon receipt; if the Purchaser arranges for the transport of the Products, then any inspection by the Purchaser shall be performed at the Seller's facilities.

6.2 If the Products are found to be non-conforming or otherwise not delivered in accordance with these Conditions, the Purchaser shall notify the Seller of such defect in writing within five days after the Purchaser's receipt of Products. Failure to notify the Seller that Products delivered by the Seller are non-conforming within such five-day period shall constitute a waiver of such a claim. Any such written notices must describe the alleged deficiency in reasonable and sufficient detail and shall be sent via email to sales@covaltechnologies.com. Upon receipt of such a notice, the Seller will be afforded a reasonable opportunity to investigate the claim, conduct a root-cause analysis (if required) and, if the alleged deficiency contained in the claim is confirmed by the Seller, to correct the deficiency or repair or replace, at the Seller's option, the non-conforming Products.

7. Limited Warranties

7.1 The Seller warrants to the Purchaser that as of the date of shipment: (a) the Products manufactured by the Seller shall conform to the Seller's then-current technical data sheet for such Products; (b) the Products shall be subject to any label warranty affixed to the container or packaging of such Products; (c) the Seller has good title to such Products; and (d) such Products are free and clear of all liens and encumbrances created by the Seller.

7.2 The above warranties extend only to the Purchaser. Except for any express written limited warranty signed by an authorized representative of the Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, or any purported warranty in writing from the Purchaser, shall be binding upon the Seller.

7.3 **EXCEPT AS SET FORTH IN THIS PARAGRAPH 7, THE SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, OR ANY REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE PRACTICE.**

7.4 Upon the confirmation and acceptance of an order for Products by the Seller, each party represents and warrants to the other that: (a) it has full right, power, authority and capacity to execute and deliver and perform all of its obligations under these Conditions and any other agreements to be executed between the parties; (b) these Conditions and all other agreements and instruments of such party contemplated between the parties in respect of the Products shall be the legal, valid and binding agreement of such party, enforceable against such party in accordance with their terms; and (c) the acceptance, delivery and performance of these Conditions by it will not conflict with any law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement, instrument or indenture to which it is a party or by which it is bound.

7.5 The Purchaser represents and warrants that the Seller has provided to the Purchaser all technical data sheets for the purchased Products, the Purchaser is familiar with applying and using the Products in accordance with the technical data sheets and Applicable Laws, and the Seller shall not be held liable for any loss, damage, or other liability that may result from a failure to use the Products in accordance with such technical data sheets or any other written instructions from the Seller.

8. LIMITATION OF LIABILITY.

8.1 **SELLER'S SOLE LIABILITY AND THE EXCLUSIVE REMEDY OF THE PURCHASER OR ANYONE CLAIMING THROUGH THE PURCHASER FOR ANY CAUSE OF ACTION ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE RECOMMENDATION, PURCHASE, SHIPMENT, STORAGE, HANDLING, OR USE OF THE PRODUCTS, IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, REPLACEMENT OF THE NON-CONFORMING GOODS OR A REFUND OF THE PURCHASE PRICE THEREOF. NOTHING IN THE FOREGOING LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL SELLER BE LIABLE TO THE PURCHASER OR ANYONE CLAIMING THROUGH THE PURCHASER FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, PENALTIES OR DEMURRAGE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. Service Disclaimer

9.1 From time to time, the Seller may approve or make a recommendation of another company or service provider. In addition, the Seller may make available technical service personnel to provide

consultations and advice to the Purchaser regarding the application of the Products. **THE PURCHASER ACKNOWLEDGES AND AGREES THAT ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER OR ITS REPRESENTATIVES CONCERNING THE APPLICATION OF GOODS ARE PROVIDED WITHOUT CHARGE AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SUCH ADVICE AND ACCEPTS NO LIABILITY ARISING THEREFROM. THE PURCHASER SHALL BE SOLELY RESPONSIBLE FOR THE PROPER APPLICATION OF THE GOODS AND PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD THE SELLER HARMLESS FROM ANY LIABILITY ARISING OUT OF THE HANDLING, STORAGE, USE AND/OR APPLICATION OF THE GOODS.**

9.2 Purchaser has relied solely on its own legal, and technical advisers for its evaluation of its decision to purchase the Products and to enter into any commercial arrangement with the Seller and not on the advice of Seller, any of Seller's affiliates, or any of their respective advisers.

10. Insurance

10.1 Any and all insurance on or relating to the Products (including their shipment and time in transit) shall be arranged and paid for by the Purchaser.

10.2 Upon request by the Seller, the Purchaser shall deliver to the Seller copies of certificates of insurance evidencing such coverage.

11. Force Majeure

11.1 The Seller will not be liable or deemed to be in breach of these Conditions for any delay or failure to perform any or all of its obligations by reason of fire, explosion, accidents, hurricanes, tornados, flood, unusually severe or abnormal weather, war or threat of war, riots or civil commotion, acts or threats of terrorism, acts of God, pandemic or epidemic (or governmental response thereto), act of any governmental or public authority or agent, changes in Applicable Laws, interruption of or delay in transportation of Products, strikes, labor or industrial disputes, shortage of labor, materials or raw materials, inability to obtain raw materials at a reasonable price, reduction or cessation of the supply of any utilities (including supplies of hot and cold water, electricity, gas, telecommunications, heating, drainage and air conditioning) or any other circumstance or event beyond the reasonable control of the Seller. If the Seller is rendered unable by force majeure to carry out any or all of its obligations under these Conditions, the Seller shall give notice to the Purchaser and shall be excused from performance for the duration of the force majeure event.

11.2 Notwithstanding the foregoing or anything in these Conditions to the contrary, Seller may take (or not take, as the case may be) any actions necessary or desirable in respect of its provision of the Products (i) if reasonably necessary under emergency circumstances (or as required pursuant to Applicable Laws), (ii) if required to comply with any quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, shut down, closure, sequester or any other law, directive, or guidelines by a governmental authority in connection with or in response to COVID-19, or (iii) to respond to the actual or anticipated effect on their respective businesses from COVID-19 or comparable events disrupting the ordinary course of business.

12. Intellectual Property

12.1 As between the parties, all intellectual property rights (be it patents, copyrights, trademarks, trade secrets, any other proprietary intellectual property rights, or otherwise) related to (a) any of the Seller's Products, (b) any corresponding marketing materials, training materials, product specifications and/or operating instructions (including, without limitation, any such materials provided by the Seller to the Purchaser), and (c) any modifications or derivative works of any foregoing, are the sole and exclusive property of the Seller, and to the extent the Purchaser acquires any rights therein (whether by operation of law or otherwise), the Purchaser hereby irrevocably assigns such rights to the Seller (without any further consideration). In addition, all suggestions, solutions, improvements, corrections and other contributions provided by the Purchaser to the Seller regarding any of the Seller's rights set forth in clauses (a) through (c) of this Paragraph 12.1 are the sole and exclusive property of the Seller, and the Purchaser hereby irrevocably assigns such rights to the Seller (without any further consideration). In connection with the foregoing, the Purchaser undertakes, at the request of the Seller, to execute all such documents and give all such assistance as in the opinion of the Seller may be necessary or desirable to vest any such rights in the Seller absolutely.

12.2 The Purchaser shall not receive any intellectual property ownership or licensing rights (unless otherwise agreed by the Seller in writing) with respect to intellectual property related to the Products.

12.3 The Purchaser shall not (directly or indirectly): (i) prepare any derivative work based on any of the Seller's Products; (ii) copy, reverse engineer, disassemble or decompile any of the Seller's Products, or document, analyze or otherwise examine, or allow to be documented, analyzed or examined, any of the Products for the purpose of, or which could result in, copying or reverse engineering of the Products or the formulations for such Products; (iii) remove, obscure, or alter any notice of the Seller's intellectual property rights present on or in the Seller's Products or any component thereof; (iv) repackage the Products without the express written permission of the Seller; and/or (v) contest, challenge, register or seek to register, any of the Seller's rights set forth above in clauses 12.1 through 12.3 of this Paragraph 12, including, without limitation, seeking to register or assert ownership over any trademark which is identical or similar to any trademark which the Seller owns or claims rights to anywhere in the world.

12.4 The Purchaser shall notify the Seller immediately upon becoming aware of an actual, attempted or threatened breach of this Paragraph 12.

12.5 The Purchaser further acknowledges that all rights granted by the Purchaser to the Seller pursuant to this Paragraph 12 are irrevocable and without right of rescission or reversion under any circumstances whatsoever.

13. Compliance with Laws

13.1 The Purchaser shall comply with all Applicable Laws (including, without limitation, all Applicable Laws in any way relating to the Purchaser's purchase, ownership, transportation, receipt, handling, storage, processing, alteration, repackaging, relabeling, use, application, disposal or resale of the Products once the Products have been purchased by and/or shipped to the Purchaser).

For the purposes of these Conditions, "**Applicable Laws**" means all laws, ordinances, statutes, rules, regulations, orders, decrees standing and applicable in the Republic of Singapore or worldwide, which a party may be required to comply with including, without limitation, any Act, Enactment or Ordinance, or any By-Laws, Rules, Regulations or other subsidiary legislation under any such Act, Enactment or Ordinance or any direction, order, requirement or instruction

whatsoever given by any ministry, department, political sub-division, instrumentality, agency, undertaking, board, bureau, regulatory authority, judicial or administrative body or commission or taxing authority or power, or any political sub-division of any of them as to matters of policy or otherwise directly or indirectly influenced or controlled by them.

13.2 While in no way limiting the generality of the foregoing, the Purchaser agrees that it will not take any action with respect to any Products purchased from the Seller that could cause either party to be in violation of any applicable anti-bribery or anti-corruption laws, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the Singapore Prevention of Corruption Act 1960. Generally speaking, these laws, among other things, prohibit the payment or promise of payment of anything of value, either directly or indirectly, to the representative of a commercial entity or an official of a foreign government, foreign political party, party official, or candidate for foreign office, for the purpose of influencing any act or decision in their official capacity, or inducing such person to use their influence to assist a party to obtain, retain or direct business, or secure any improper business advantage.

13.3 The Purchaser and its affiliates will fully comply at all times with (i) all applicable U.S. and foreign government laws and regulations concerning the exportation of any products, technology, technical data or services, including those administered by, without limitation, the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of the Treasury, and (ii) U.S. and international economic and trade sanctions and anti-boycotting laws and regulations, including, but not limited to, those administered by the Office of Foreign Assets Control ("**OFAC**"), the Internal Revenue Service and other agencies within the U.S. Department of the Treasury (collectively, the "**Export Control and Economic Sanctions Laws**").

13.4 The Purchaser and its affiliates will fully comply at all times with all applicable anti-money laundering legal and regulatory requirements to prevent and detect money laundering under U.S. or Applicable Laws (collectively, "**Anti-Money Laundering Laws**").

13.5 The Purchaser represents, warrants and covenants that (a) it is in compliance with and shall comply with all such applicable anti-bribery and anti-corruption laws, Export Control and Economic Sanctions Laws, and Anti-Money Laundering Laws and (b) it is not on, or associated with companies that are on, US lists of persons or entities to which the sale of Products are restricted or prohibited according to Applicable Laws.

14. Confidentiality

14.1 The Purchaser shall maintain all non-public or proprietary information relating to the Seller, the Products and/or the purchase of Products from the Seller (including the existence and terms of these Conditions) in strict confidence and shall not use or disclose such information to any person or entity except as required by Applicable Laws or with the prior written consent of the Seller.

14.2 If required by Applicable Laws to disclose confidential information of the Seller, the Purchaser shall, unless prohibited by Applicable Law, immediately notify the Seller, disclose only such information as is required, take reasonable steps to assist the Seller in requesting confidential treatment or otherwise protecting the confidential information, and otherwise use reasonable efforts to obtain a protective order or confidential treatment or otherwise limit disclosure.

14.3 The Purchaser shall promptly notify the Seller of any facts known to the Purchaser regarding any unauthorized disclosure or use of the confidential information.

14.4 The Purchaser acknowledges that its breach of the confidentiality obligations set forth in this Paragraph shall cause irreparable harm for which the Seller shall be entitled to injunctive or other equitable relief, without the necessity of posting bond or any other deposit, and without limiting the Seller's other remedies available at law or otherwise.

14.5 The foregoing obligations shall be in addition to any confidentiality agreement or other nondisclosure agreement executed by the Purchaser and the Seller regarding the exchange of technical data or business information between the parties. In the event of any inconsistency between the terms of such agreements and these Conditions, the terms of such agreements shall prevail.

15. Indemnification

15.1 To the extent permitted by Applicable Laws, the Purchaser shall indemnify, defend, and hold the Seller harmless from and against any and all actual, alleged, or threatened claims, liabilities, and costs and expenses (including attorneys' fees) resulting from or arising out of or in connection with (i) any actual or alleged acts or omissions of the Purchaser, including, without limitation, the operation of its business, the transportation, handling, storage, repackaging, relabeling, modification, distribution, sale, use, application and/or disposal of the Products or any breach of these Conditions and (ii) any actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture of custom Products for the Purchaser.

16. Audit

16.1 Unless permitted by the Seller in its sole discretion, the Purchaser has no rights to audit or inspect the Seller's facilities, records, and/or operations. If the Purchaser requests to audit or inspect the Seller's facilities, records, and/or operations, and such request is granted by the Seller, then the audit shall be conducted at the Purchaser's sole expense and the Seller shall exclusively control the conditions, scope and parameters of such audit, including the time and location.

17. Regulated Products

17.1 Notwithstanding the provisions of Paragraph 19 of these Conditions, the Purchaser acknowledges that the Products are regulated differently in different jurisdictions. The Seller will label and package the Products so as to comport with any applicable labeling/packaging regulations in the state or country to which the Products are being shipped (such state or country, "**Subject Jurisdiction**").

17.2 If, pursuant to a written agreement entered into between the Seller and the Purchaser, the Purchaser exports or otherwise ships or sells the Products outside of the Subject Jurisdiction, the Purchaser shall be solely responsible for complying with all Applicable Laws, rules, regulations, chemical inventory registrations, and labeling and licensing requirements, shall be responsible for related costs, expenses, taxes, fees, duties, and penalties for non-compliance, and shall indemnify and hold the Seller harmless from any such liability in regards to the foregoing.

18. Responsible Practices

18.1 The Purchaser acknowledges that the Seller has furnished or made available, or will furnish or make available upon request, product literature or information, such as safety data sheets, product data sheets, and labels that include warnings, safety and health information related to the Products provided under these Conditions. The Purchaser shall: (a) familiarize itself with all such

information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the Products; (c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the Products furnished hereunder; and (d) comply with applicable safety and environmental Laws and take action necessary to avoid spills or other dangers to persons, property or the environment.

18.2 The Purchaser shall comply with all Coval Policies. For the purposes of this clause, **"Coval Policies"** means the Seller's business policies and codes (including, without limitation, any such policies regarding Modern Slavery and Human Trafficking, Corporate and Social Responsibility, Ethics and Anti-Bribery, Expenses, Health and Safety and Security, as notified to the Purchaser) as may be amended by notification to the Purchaser from time to time.

18.3 The Purchaser shall indemnify, defend and hold the Seller harmless against any and all third-party causes of action, claims, demands, proceedings, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) to the extent arising out of the Purchaser's failure to comply with any of its commitments, representations and/or warranties under this Paragraph.

19. Product Modifications

19.1 Except to the extent contemplated in a written agreement entered into between the Seller and the Purchaser, all Products sold to the Purchaser are sold for end-use only in the Subject Jurisdiction. The Purchaser shall not modify, reconfigure, relabel, or repackage the Products, and any such actions shall invalidate the limited warranty offered by the Seller herein and the Purchaser shall be solely responsible for any liabilities (including relating to any failure to comply with governmental regulations) resulting from such actions.

20. Reputational Harm

20.1 The Purchaser shall notify the Seller immediately if the Purchaser has committed a crime or has become involved in or becomes associated with (whether directly or indirectly) any situation or activity (whether caused by the Purchaser or a third party) which (a) tends reasonably to have a negative effect on the reputation of the Seller or any aspect of its business, (b) would expose the Seller or any aspect of its business to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend the public in any territory in which the Seller's Products or services are marketed, (c) reflects unfavorably on the reputation of the Seller, its brands, Products or services; or (d) might affect the supply, successful sales and exploitation of the Products or services of the Seller.

21. Notices

21.1 The Seller may provide any notice to the Purchaser under these Conditions by electronic mail to the email address provided by the Purchaser. Notices sent by email will be effective when the Seller sends the email. It is the Purchaser's responsibility to notify the Seller in the event of any change of email address.

21.2 To give us notice under these Conditions, you must contact us as follows:

(i) by email to **sales@covaltechnologies.com**; or

(ii) by personal delivery, overnight courier or registered or certified mail to: **Coval Technologies Pte. Ltd., 21 Biopolis Road, Nucleos North Tower, #02-02 138567, Republic of Singapore**.

Notices provided by personal delivery will be effective immediately. Notices provided by email are effective upon our sending you a reply email confirming receipt. Notices provided by overnight courier will be effective one Business Day after they are sent. Notices provided by registered or certified mail will be effective three Business Days after they are sent. For the purposes of these Conditions, "**Business Day**" means a day on which banks are open for business in the Republic of Singapore but excluding Saturdays, Sundays and public holidays.

22. Survival

Provisions of these Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Conditions including, but not limited to, the following provisions: Price of Products (Paragraph 2); Terms of Payment (Paragraph 3); Limitation of Liability (Paragraph 8); Service Disclaimer (Paragraph 9); Intellectual Property (Paragraph 12); Compliance with Laws, Antibribery Laws (Paragraph 13); Confidentiality (Paragraph 14); Indemnification (Paragraph 15); Regulated Products (Paragraph 17); Survival (Paragraph 22); Miscellaneous (Paragraph 23).

23. Miscellaneous

23.1 The Purchaser may not assign any rights nor delegate any obligations under these Conditions without the Seller's prior written consent. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, and shall permit the Seller, in addition to other rights it may have, to terminate all purchase orders. The Seller may assign any of its rights or obligations hereunder.

23.2 If any portion of these Conditions is found invalid, illegal, void or unenforceable, the rest of these Conditions will continue in effect, and the invalid, illegal, void or unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to these Conditions.

23.3 These Conditions shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

23.4 The Seller may amend or change these Conditions at any time upon reasonable notice to the Purchaser, including by posting updated versions on the Seller's website(s).

23.5 No failure or delay by any party in exercising any right or remedy provided by law or under or pursuant to these Conditions shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

23.6 Any waiver must be made in writing and signed by the Seller.

23.7 The relationship between the parties is that of independent contractors and not partners or a joint venture, and neither party is an agent for the other or has the right to bind, commit or pledge the credit of the other.

23.8 In the interpretation of these Conditions: (i) the use of the word "including" means "including without limitation"; (ii) words importing persons or parties shall include firms, corporations and any organization having legal capacity; (iii) a "**Person**" means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, governmental authority or other entity; (iv) words importing the singular also include the plural and vice versa where the context requires; (v) the headings in these Conditions are for convenience only and shall not be interpreted or construed as having any substantive significance, as limiting or in any way changing the substantive provisions of any part of these Conditions or indicating that all of the provisions of these Conditions relating to any topic are to be found in any particular section or paragraph; (vi) save as specified to the contrary in these Conditions, when words that have a well-known technical or trade meaning are used, such words shall be interpreted in accordance with such meaning.

23.9 The rights and remedies of each of the parties under or pursuant to these Conditions are cumulative, may be exercised as often as such party considers appropriate and are in addition to its rights and remedies under general law.

23.10 The parties will each procure that any other registrations, filings and/or submissions required under the laws of any jurisdiction are made to the extent that the provisions of such laws apply to each of them. The parties will co-ordinate and cooperate with one another in providing such information and all reasonable assistance to the other as may be requested in connection with any such registrations, filings and/or submissions.

23.11 Nothing in these Conditions is deemed to constitute a partnership between the parties nor constitute any party the agent of the other/ another party for any purpose. Nothing in these Conditions shall be construed to create an association, trust or joint venture or impose a fiduciary duty on or with regard to either party, or to create any duty, standard of care or liability to any person or entity not a party thereto.

23.12 Both parties recognize the commercial nature of these Conditions and neither party will owe any fiduciary duty to the other party or any third party with respect to the performance of any of its obligations under these Conditions. These Conditions do not preclude the Seller from providing services or making sales of a like nature to any other person, either currently or in the future. Seller may, notwithstanding these Conditions, engage in whatever activities it may choose, including providing the same or similar sales or services in the same geographic region (or other competing activities) for its own account (or for the account of others). Neither these Conditions nor any activity undertaken pursuant to it prevents the Seller from engaging in such activities, or requires the Seller to disclose the same.

23.13 Purchaser is not acting in the interest or for the account of any third party. Purchaser has the necessary technical and financial capability, personnel and resources to fulfil its obligations under these Conditions and in relation to its end-use of the Products.

23.14 No provision of these Conditions is to be construed against, or be interpreted to the disadvantage of, either party by reason of such party having, or being deemed to have, prepared, structured, or dictated such provision.

23.15 A person who is not a party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore or under any Applicable Laws to enforce any provision in these Conditions.

23.16 These Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to the principles of conflicts of law.

23.17 Any dispute arising out of, relating to or in connection with these Conditions, including any question regarding its formation, 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 SIAC for the time being in force, which rules are deemed to be incorporated by reference into these Conditions. The venue and seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be appointed by SIAC in its sole discretion. The language of the arbitration shall be English. The Seller and the Purchaser shall share equally the costs of the arbitrator. Notwithstanding the foregoing, in the case of injunctive relief and receivership, any Party may take proceedings in the courts of Singapore.