

General Terms and Conditions of Sale of Wilmar Distribution Pte. Ltd. and BWY Wilmar Pte. Ltd. Updated 8 May 2026

1. Definitions and Interpretation

1.1 In these General Terms and Conditions of Sale (these "**Sales Terms**"):

"**BWY Group**" means BWY Wilmar Pte. Ltd. (Singapore UEN No. 201809960G), its direct and indirect subsidiaries from time to time, and any successor entity thereto.

"**Contract**" means a contract for the supply of Products between the Seller and the Customer, however formed, whether by offer and acceptance, execution of a written agreement, or otherwise, including where it arises from a purchase order, written acceptance, email exchange, or acceptance of a quotation or order confirmation.

"**Customer**" means the person or entity that:

- (a) accepts the Seller's quotation for the Products;
- (b) issues an order for the Products which has been accepted by the Seller; or
- (c) executes a signed written agreement with the Seller for the supply of the Products.

"**Intellectual Property Rights**" means all intellectual and industrial property rights of any kind, whether registered or unregistered, including without limitation copyrights, trade marks, service marks, trade names, business names, logos, branding, design rights (whether registered or unregistered), patents, rights in inventions, know-how, trade secrets, confidential information, database rights, domain names, goodwill, and rights in get-up or trade dress, together with all applications, renewals, extensions, restorations, and rights to apply for any of the foregoing, in each case subsisting now or in the future anywhere in the world.

"**Products**" means any goods, services, or other deliverables supplied or to be supplied by the Seller to the Customer under the Contract.

"**Seller**" means the member of the Wilmar Group or BWY Group that:

- (a) executes a Contract with the Customer; or
- (b) issues a quotation to, or accepts an order from, the Customer for the supply of Products.

"**Wilmar Group**" means Wilmar Distribution Pte. Ltd. (Singapore UEN No. 201937227R), its direct and indirect subsidiaries from time to time, and any successor entity thereto.

"**Writing**" includes letter, electronic mail, instant messaging, and other comparable means of written communication.

1.2 Affiliates

For the purpose of these Sales Terms:

- (a) the Wilmar Group's affiliates include the BWY Group and its members and BWY Group Sdn. Bhd. and its direct and indirect subsidiaries including BWY Holdings Sdn. Bhd..
- (b) the BWY Group's affiliates include the Wilmar Group and its members and BWY Group Sdn. Bhd. and its direct and indirect subsidiaries including BWY Holdings Sdn. Bhd..

2. Applicability of these General Terms and Conditions of Sale

2.1 Subject to Clause 2.2, these Sales Terms apply to, govern, and are incorporated into and form an integral part of each Contract. No variation of these Sales Terms shall be binding unless expressly agreed in writing by the Seller.

2.2 These Sales Terms shall not apply to:

- (a) any Contract which is governed by a separate written agreement signed by the Seller and the Customer that expressly excludes these Sales Terms; or

- (b) the provision of catering services (including the supply of food and beverages as part thereof) by the Wilmar Group to the Customer, which shall be governed by the Wilmar Group's separate catering terms and conditions.
- 2.3 The Seller may update these Sales Terms at any time by publishing the revised Sales Terms on the Wilmar Group's and BWY Group's respective websites. The revised Sales Terms shall take effect and bind the Customer upon the earlier of:
 - (a) the Customer performing any of the acts set out in Clause 3.1 after the date of publication; or
 - (b) thirty (30) days after the date of publication,provided that the Seller shall use reasonable endeavours to notify the Customer of any material changes prior to publication.

3. Customer's Acceptance

- 3.1 By performing any of the following acts:
 - (a) executing a Contract with the Seller for the supply of Products;
 - (b) placing an order for Products;
 - (c) accepting any quotation issued by the Seller for the supply of Products;
 - (d) accepting delivery of Products; or
 - (e) making payment (in whole or in part) for Products,whichever occurs first, the Customer shall be deemed to have accepted these Sales Terms, agreed to be bound by them, and agreed to their incorporation into the Contract.
- 3.2 For the avoidance of doubt, neither the Seller's acceptance of any order or quotation, nor the Seller's commencement of performance, nor delivery of Products, nor any course of dealing or performance between the parties, shall constitute acceptance of any terms and conditions proposed by the Customer.
- 3.3 These Sales Terms apply to each Contract to the exclusion of any terms and conditions submitted, proposed, or referred to by the Customer at any time, whether in a purchase order, specification, correspondence, or otherwise. Any such Customer terms are hereby expressly rejected and shall have no effect unless expressly agreed in writing by an authorised representative of the Seller.
- 3.4 For the avoidance of doubt, neither the Seller's acceptance of any order or quotation, nor the Seller's commencement of performance, nor delivery of Products, nor any other act or omission by the Seller, nor any course of dealing or performance between the parties, shall constitute acceptance of any terms and conditions proposed by the Customer.
- 3.5 In the event of any conflict or inconsistency between these Sales Terms and any other document forming part of the Contract, these Sales Terms shall prevail unless expressly stated otherwise in writing by an authorised representative of the Seller.

4. Basis of Sale

- 4.1 The Seller shall sell, and the Customer shall purchase, the Products in accordance with either (i) a quotation issued by the Seller and accepted by the Customer, or (ii) an order placed by the Customer and accepted by the Seller (each an "**Order**"), in each case subject to these Sales Terms. These Sales Terms shall govern each Contract to the exclusion of any and all other terms and conditions, including any terms or conditions which the Customer purports to apply in accepting or placing any Order, which are hereby expressly rejected and shall have no effect unless expressly agreed in writing by the Seller.
- 4.2 No variation, amendment, or modification of these Sales Terms shall be binding unless expressly agreed in writing by authorised representatives of both the Seller and the Customer.
- 4.3 The Customer acknowledges that it has not relied on, and irrevocably waives any right or claim in respect of, any representation, statement, or warranty made by or on behalf of the Seller which is not expressly set out in these Sales Terms or confirmed by the Seller in writing. No employee, agent, or representative of the Seller is authorised to make any representation, warranty, or statement concerning the Products unless confirmed by the Seller in writing.

- 4.4 Any advice or recommendations given by the Seller or its employees or agents to the Customer or its personnel as to the storage, application, or use of the Products, which is not confirmed in writing by the Seller, is followed or acted upon entirely at the Customer's own risk. The Seller shall have no liability for any consequences arising from reliance on any such advice or recommendations.
- 4.5 The Seller reserves the right to correct any typographical, clerical, or other error or omission in any quotation, price list, order confirmation, invoice, or other document or information issued by the Seller, without any liability to the Customer arising from such correction.

5. Orders and Specifications

- 5.1 In order to purchase the Products, the Customer shall either:
- (a) submit an Order to the Seller which shall specify the volume and type of Products required, the requested delivery date, and the delivery location; or
 - (b) accept a quotation issued by the Seller.
- 5.2 The Customer shall be solely responsible for ensuring that all Orders are complete, accurate, and correctly issued, including any specifications, quantities, delivery details, and other requirements. The Seller shall have no obligation to verify any Order and shall not be liable for any error, omission, or inaccuracy contained in or relating to any Order. The Customer shall provide all necessary information relating to the Products in sufficient time to enable the Seller to perform the Contract, and the Seller shall be entitled to rely on any such information provided by the Customer.
- 5.3 All Orders are subject to acceptance by the Seller. The Seller may, in its sole and absolute discretion, accept or reject any Order without liability. No Order shall be binding on the Seller unless and until confirmed in writing by an authorised representative of the Seller.
- 5.4 Once an Order is accepted by the Seller or a quotation issued by the Seller is accepted by the Customer (each an "**Accepted Order**"), the Accepted Order shall be final and binding and may not be amended, varied, or cancelled by the Customer without the Seller's prior written consent, which the Seller may grant or withhold in its sole and absolute discretion. The Seller reserves the right to accept or reject any requested amendment, including changes to specification, quantity, or delivery date. The Customer shall indemnify the Seller for any costs, losses, or expenses incurred by the Seller arising out of or in connection with any requested amendment or cancellation.
- 5.5 The quantity, quality, description of, and any specification for, the Products shall be those set out in the Seller's quotation (if accepted by the Customer) or the Customer's Order (if accepted by the Seller), as applicable. In the event of any inconsistency, the Seller's written confirmation shall prevail.
- 5.6 Where the Products are manufactured or any process is applied by the Seller in accordance with any specification, design, or instruction provided, requested, or required by the Customer, the Customer shall fully indemnify and hold harmless the Seller from and against all losses, damages, liabilities, costs, and expenses (including legal fees on a full indemnity basis) incurred by the Seller arising out of or in connection with any claim that such specification, design, or instruction infringes any Intellectual Property Rights of any third party, or otherwise results in any liability for the Seller.
- 5.7 The Seller reserves the right to make any changes to the specification of the Products which are required to comply with applicable safety, regulatory, or statutory requirements, or, where the Products are supplied to the Customer's specification, which do not materially adversely affect their quality, functionality, or performance.

6. Price

- 6.1 The price of the Products shall be the Seller's quoted price. Where no quotation has been provided, or a quotation has expired or ceased to be valid, the price shall be the Seller's prevailing list price at the date the Order is accepted by the Seller.
- 6.2 The Seller reserves the right, by giving written notice to the Customer at any time prior to delivery, to adjust the price of the Products to reflect any increase in the cost of supply to the Seller arising from:

- (a) any factor beyond the Seller's reasonable control, including without limitation foreign exchange fluctuations, currency regulation, changes in duties or tariffs, increases in the cost of labour, materials, manufacturing inputs, or changes in market pricing of supply chain inputs; or
 - (b) any change requested by the Customer to delivery dates, quantities, specifications, or scope of the Products, or any delay caused by the Customer's instructions, acts, or omissions, including failure to provide adequate or timely information or instructions.
- 6.3 Any price adjustment notified by the Seller pursuant to Clause 6.2 shall be binding on the Customer.
- 6.4 Unless otherwise expressly agreed by the Seller in writing, the price of the Products is exclusive of delivery costs. Any special, expedited, or non-standard delivery requirements shall be charged additionally and notified to the Customer in advance.
- 6.5 The price of the Products is exclusive of insurance and all applicable taxes, duties, levies, and charges (including Goods and Services Tax or equivalent), which shall be added to the invoice and shall be payable by the Customer in addition to the price.

7. Payment and Set-Off

- 7.1 Subject to any special terms agreed in writing between the Seller and the Customer, the Seller shall be entitled to invoice the Customer for the price of the Products at any time, whether before or after delivery. Time for payment shall be of the essence of the Contract.
- 7.2 The Customer shall pay all invoices in full, in cleared funds, without any deduction, withholding, set-off, or counterclaim whatsoever, by cash, cheque, bank transfer, PayNow, or such other method as may be specified or accepted by the Seller in writing, on or before the due date stated in the invoice ("**Due Date**"). Receipts for payment will be issued only upon request. Any payment received from the Customer shall not be deemed to constitute payment in full until cleared funds have been received by the Seller.
- 7.3 The Customer (for itself and on behalf of its affiliates) shall pay all amounts due to the Seller or any of its affiliates in full without any set-off, counterclaim, deduction, withholding, abatement or other similar right, whether arising under this Contract or otherwise, and hereby waives, to the fullest extent permitted by law, any such rights which it or any of its affiliates may have.

SET-OFF AND CROSS-AFFILIATE NETTING —IMPORTANT: PLEASE READ CAREFULLY

- 7.4 **The Seller and each of its affiliates (each an "Exercising Party") may at any time, without prior notice to or consent from the Customer or any of its affiliates, set off, combine, or apply any amounts or liabilities owed by the Customer or any of its affiliates to any Exercising Party against any amounts or liabilities owed by any Exercising Party to the Customer or any of its affiliates, whether any such amounts or liabilities are present or future, actual or contingent, liquidated or unliquidated, and whether arising under this Contract or any other agreement between any of the parties referred to in this Clause 7.4. For this purpose the Exercising Party may convert amounts in different currencies at its prevailing rate at the time of exercise. Each Exercising Party's exercise of its rights under this Clause 7.4 shall be conclusive and binding on the Customer and each of its affiliates absent manifest error. The Exercising Party shall endeavour to notify the Customer promptly following exercise of this right, but failure to do so shall not affect the validity or enforceability of the set-off. No amount that has already been the subject of a set-off by any Exercising Party shall be capable of being set off again by any other Exercising Party. This right is in addition to and not in substitution for any other right of set-off, combination, or netting available to any Exercising Party at law or in equity. Failure by any Exercising Party to exercise this right on any occasion shall not constitute a waiver of its right to do so on any future occasion. This Clause 7.4 shall survive termination or expiry of the Contract.**

- 7.5 The Customer shall procure, and warrants that it has obtained, the unconditional and irrevocable consent of each of its affiliates to be bound by Clause 7.4. Each such affiliate shall be deemed a party to Clause 7.4 for the purposes of set-off and netting thereunder. In the event that any affiliate's consent is not obtained or is subsequently withdrawn or challenged, the Customer shall be personally liable to the Seller for any amounts that the Seller is unable to recover from such affiliate by way of set-off, and shall indemnify the Seller in full for any losses, costs, or expenses arising therefrom.
- 7.6 If the Customer fails to make any payment in full by the Due Date, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to do any or all of the following:
- (a) immediately suspend all or any part of its performance under the Contract and/or any other contract with the Customer or any of its affiliates, without any liability to the Customer;
 - (b) withhold all or any part of any delivery of Products under the Contract and/or any other contract with the Customer;
 - (c) cancel the Contract (in whole or in part) and/or any other contract with the Customer or any of its affiliates, with immediate effect by written notice;
 - (d) appropriate any payment made by the Customer to such Products (or any Products supplied under any other contract with the Customer or any of its affiliates) as the Seller may determine in its sole and absolute discretion, notwithstanding any purported appropriation by the Customer;
 - (e) charge interest on the overdue amount (both before and after judgment) at the rate of 24% per annum, accruing daily from the Due Date until the date of actual receipt of cleared funds by the Seller, or the maximum rate permitted by applicable law, whichever is lower;
 - (f) require the Customer to make advance payment in cleared funds, or provide such security as the Seller may in its sole discretion require, as a condition of any further deliveries or performance; and
 - (g) exercise any or all of its rights under Clause 7.4.
- The Seller's rights under this Clause 7.6 are cumulative and may be exercised simultaneously or in any order. Exercise of any one right shall not limit or prejudice the Seller's ability to exercise any other right.
- 7.7 If the Seller cancels the Contract pursuant to Clause 7.6(c), the Customer shall fully indemnify and hold harmless the Seller against all losses, damages, liabilities, costs, and expenses incurred by the Seller arising out of or in connection with such cancellation, including without limitation loss of anticipated profit, wasted costs of labour and materials, storage costs, administrative and overhead costs, and any losses arising from the Seller's inability to on-sell the Products to third parties.
- 7.8 The Customer shall reimburse the Seller on demand for all costs and expenses incurred in recovering any overdue amounts, including without limitation debt collection agency costs, enforcement costs, court fees, and legal fees on a full indemnity basis. Such costs shall themselves bear interest at the rate set out in Clause 7.6(e) from the date they are incurred until the date of reimbursement.
- 7.9 No payment shall be deemed to have been received by the Seller until cleared funds have been credited to the Seller's designated bank account. The Customer shall bear all bank charges, transfer fees, and currency conversion costs associated with making payment.
- 7.10 The Seller reserves the right to allocate payments received from the Customer as between any outstanding invoices in such order and manner as the Seller may in its sole discretion determine, notwithstanding any instructions or purported appropriation by the Customer.

8. Delivery; Duty to Inspect

- 8.1 The Seller will deliver, or procure the delivery of, the Products to the delivery location specified by the Customer (the "**Delivery Place**") in accordance with the terms agreed between the parties. Where agreed by the Seller in writing, the Customer may collect the Products from the Seller's premises. All delivery dates are estimates only and are not binding on the Seller. Time for delivery shall not be of the essence unless expressly agreed by the Seller in writing. The Seller shall have no liability for any delay in delivery howsoever caused, and any delay shall not entitle the Customer to reject the Products, withhold payment, or treat the Contract as terminated or repudiated. The Seller may deliver the Products in advance of the estimated delivery date upon giving reasonable notice to the Customer and may deliver the Products in instalments.

- 8.2 Where the Products are delivered in instalments, each instalment shall constitute a separate contract. Any failure or delay by the Seller in relation to any instalment, or any claim by the Customer in respect of any instalment, shall not entitle the Customer to treat the Contract as a whole as repudiated or terminated.
- 8.3 If the Seller fails to deliver the Products for any reason other than the Customer's default or any cause beyond the Seller's reasonable control, the Seller's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar products to replace those not delivered over the Contract price of the Products not delivered.
- 8.4 The Customer shall inspect the Products immediately upon delivery at the Delivery Place and shall be deemed to have fully inspected the Products on delivery. Any claim relating to missing, incorrect, defective, or damaged Products which would be apparent upon reasonable inspection must be notified in writing to the Seller within three (3) days of delivery. Any latent defect claim must be notified in writing to the Seller within thirty (30) days of delivery. Time is of the essence in relation to all such notification requirements.
- 8.5 Failure to notify the Seller within the applicable time periods shall constitute irrevocable acceptance of the Products, and the Seller shall have no liability whatsoever in respect of any missing, incorrect, defective, or damaged Products.
- 8.6 Where a claim is made, the Customer shall:
- (a) preserve the Products in the condition in which they were delivered;
 - (b) provide photographs or other documentary evidence reasonably requested by the Seller; and
 - (c) permit the Seller or its representatives to inspect the Products and/or return them to the Seller, at the Seller's discretion and cost if the claim is accepted as valid, and otherwise at the Customer's cost.
- 8.7 No claim shall be accepted by the Seller in respect of:
- (a) promotional Products or Products supplied free of charge;
 - (b) Products that are not in a resalable condition, including where packaging has been opened, damaged, or where the Products have deteriorated in quality;
 - (c) Products not stored strictly in accordance with any instructions provided by the Seller, including instructions stated on packaging, labels, or specifications;
 - (d) chilled or frozen Products once delivered and accepted by the Customer; or
 - (e) sale, clearance, or discontinued Products.
- 8.8 Any claim must be supported by the relevant invoice and proof of delivery or collection. The Seller reserves the right to refuse any claim where such documentation is not provided.
- 8.9 Where a valid claim is made and accepted by the Seller in its sole and absolute discretion, the Seller shall, as the Customer's sole and exclusive remedy, either:
- (a) replace the relevant Products; or
 - (b) issue a credit note in respect of such Products,
- as determined by the Seller in its sole discretion. Where the Seller agrees to replace the relevant Products, the Customer must return the relevant Products to the store of purchase in their original condition, with all original packaging, tags, labels, and any accessories or free gifts included, together with the original receipt or proof of purchase. Products not returned in their original condition or without proof of purchase may not be accepted for replacement. All other rights and remedies of the Customer in respect of any missing, incorrect, defective, or damaged Products are hereby excluded to the fullest extent permitted by law.
- 8.10 Vouchers are not refundable or exchangeable under any circumstances.
- 8.11 If the Customer fails to take delivery of any Products, or the Seller is unable to deliver the Products due to the Customer's failure to provide adequate instructions, documents, licences, or authorisations, then:
- (a) risk in the Products shall immediately pass to the Customer and the Products shall be deemed delivered for all purposes;
 - (b) the Seller may store the Products at the Customer's risk, and the Customer shall be liable for all storage, insurance, handling, and associated costs from the date of attempted delivery; and
 - (c) the Seller may sell the Products on such terms as it considers commercially reasonable and recover from the Customer any shortfall below the Contract price together with all costs of storage and sale, without any obligation to account to the Customer for any surplus.

- 8.12 The quantity of Products recorded by the Seller upon dispatch shall be conclusive evidence of the quantity delivered in the absence of clear and convincing evidence to the contrary provided by the Customer.
- 8.13 Where the Seller agrees to an amendment, cancellation, or refund in respect of any Accepted Order, the Seller reserves the right to charge:
- (a) an administrative fee of \$10 per Accepted Order; and/or
 - (b) a processing fee of up to 2.7% of the transaction value plus \$0.30 per transaction, including in respect of refunds.

9. Title and Risk

9.1 Retention of Title

- (a) Title to the Products shall remain vested in the Seller at all times until the Seller has received payment in full in cleared funds for the Products and all other sums due from the Customer to the Seller on any account whatsoever.
- (b) Title shall pass to the Customer only upon the later of:
 - (i) receipt by the Seller of full payment in cleared funds for the Products and all other sums due from the Customer to the Seller on any account whatsoever; and
 - (ii) delivery of the Products to, or collection by, the Customer as applicable.
- (c) Until title passes, the Customer shall:
 - (i) hold the Products as bailee for the Seller;
 - (ii) store the Products separately from all other goods and in a manner which clearly identifies them as the property of the Seller;
 - (iii) not resell, dispose of, or otherwise deal with the Products in any manner inconsistent with the Seller's ownership, except in the ordinary course of its business where expressly permitted by the Seller in writing; and
 - (iv) maintain the Products in good condition and not permit any lien, charge, or encumbrance to arise over them.
- (d) If the Customer fails to pay any amount when due, or becomes insolvent, is subject to any insolvency proceedings, makes any composition or arrangement with its creditors, or has a receiver, administrator, or liquidator appointed over any of its assets, the Seller shall be entitled, without prior notice and without prejudice to any other rights or remedies, to repossess any Products in respect of which title has not yet passed. The Customer hereby grants the Seller and its representatives an irrevocable licence to enter any premises where the Products are stored for the purpose of repossession.
- (e) Notwithstanding that title has not passed, the Seller shall be entitled to bring an action for the price of the Products at any time after payment becomes due, without prejudice to any other right or remedy available to the Seller.

9.2 Risk of Loss

- (a) Risk in the Products shall pass to the Customer in accordance with any Incoterms or other internationally recognised trade terms expressly agreed in writing between the parties.
- (b) Where no such Incoterms or trade terms are expressly agreed in writing, risk in the Products shall pass to the Customer upon delivery of the Products to the Delivery Place.
- (c) For the avoidance of doubt, risk shall pass to the Customer notwithstanding that title to the Products has not yet passed to the Customer.

10. Customer's obligations and restrictions

10.1 Customer Obligations and Restrictions

The Customer shall:

- (a) immediately notify the Seller upon becoming aware of any actual or suspected defect in any Products, any matter relating to the Products that may reasonably be expected to affect the Seller, and/or any complaint, claim, or potential claim relating to the Products;
- (b) not admit liability on behalf of the Seller or make any statement that may reasonably be construed as an admission of liability by the Seller in relation to any complaint or claim concerning the Products;
- (c) not settle, compromise, or resolve any complaint or claim relating to the Products in any manner which may result in liability being incurred by the Seller, without the Seller's prior written consent;
- (d) comply with all applicable laws, regulations, codes of practice, and industry standards relating to the storage, handling, use, marketing, and sale of the Products;
- (e) fully cooperate with and comply with any product recall or corrective action initiated by the Seller or any competent regulatory authority, and comply with all reasonable instructions issued by the Seller in connection therewith;
- (f) not alter, obscure, remove, replace, or interfere with any batch number, identifier, traceability code, or packaging applied by the Seller;
- (g) not make any representation, warranty, or statement concerning the Products other than those expressly authorised in writing by the Seller;
- (h) not undertake any advertising, marketing, or promotional activity in relation to the Products without the Seller's prior written consent;
- (i) not do or omit to do anything which may reasonably be expected to harm or adversely affect the goodwill, reputation, or brand value of the Seller or the Products;
- (j) not represent or hold itself out as the exclusive, sole, or authorised distributor, importer, or agent of the Products unless expressly authorised in writing by the Seller;
- (k) not initiate any product recall, withdrawal, or corrective action without the Seller's prior written consent; and
- (l) not mix, combine, or supply the Products with any other products in a manner which could render the Products unsafe, unfit for purpose, or in breach of any applicable laws or regulations

10.2 Principal capacity / no privity

The Customer shall at all times act as principal in the resale and distribution of the Products and shall enter into all such sales in its own name and on its own behalf. Nothing in these Sales Terms shall create any contractual relationship between the Seller and any third party purchaser of the Products from the Customer, and the Seller shall have no liability to any such third party except to the extent mandatory under applicable law.

10.3 Storage and consumption obligations

The Customer acknowledges and agrees that:

- (a) the Products shall be stored strictly in accordance with the Seller's storage instructions, including those set out in product specifications, packaging, or labelling;
- (b) where the Products are labelled with a "best before" or "use by" date, the Customer shall not use, supply, or permit consumption of such Products after expiry of that date, or mix such Products with any other goods that have expired or are otherwise unsuitable for consumption; and
- (c) the Customer shall not consume, use, sell, or supply any Products which it knows or reasonably ought to suspect are unsafe, unfit for consumption, or otherwise non-compliant with applicable food safety requirements.

10.4 Downstream obligations

Where the Customer supplies the Products to any third party, the Customer shall ensure that such third party is bound by obligations equivalent to those set out in Clause 10.3. The Customer shall be responsible and liable to the Seller for any failure by such third party to comply with such obligations.

11. LIMITATION OF LIABILITY

IMPORTANT: PLEASE READ CAREFULLY

11.1 Seller's Warranty

- (a) The Seller warrants that, at the time of delivery, the Products shall materially conform to the Seller's written specifications for such Products as set out in the Seller's documentation or otherwise expressly confirmed in writing by the Seller (the "Specification Warranty").
- (b) The Specification Warranty is the sole and exclusive warranty given by the Seller in respect of the Products.
- (c) To the maximum extent permitted by law, and except as expressly provided in Clause 11.1(a):
 - (i) the Seller gives no representations, warranties, or conditions of any kind, whether express or implied, in relation to the Products, and expressly disclaims and excludes all such representations, warranties, and conditions, including without limitation implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement, whether arising by statute, common law, course of dealing, course of performance, or usage of trade; and
 - (ii) all representations, warranties and conditions (whether statutory, express or implied) are excluded to the fullest extent permitted by law.
- (d) The Customer acknowledges and agrees that it has not relied on any statement, representation, assurance, or warranty other than the Specification Warranty and irrevocably waives any right or remedy in respect of any such excluded matters.
- (e) The Seller shall have no liability for failure of the Products to comply with the Specification Warranty to the extent such failure arises from:
 - (i) misuse, abuse, improper storage, handling, or use of the Products;
 - (ii) use of the Products otherwise than in accordance with the Seller's instructions or documentation; or
 - (iii) any modification or alteration of the Products not authorised in writing by the Seller.

11.2 General Exclusion of Liability

Except for liability arising from or relating to:

- (a) any liability which cannot be excluded or limited under applicable law;
 - (b) fraud or wilful misconduct by the Seller; and/or
 - (c) the Seller's material breach of the Contract or these Sales Terms,
- and subject always to this Clause 11, the Seller excludes all other liability to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, arising out of or in connection with the Contract, the Sales Terms or the supply of the Products.**

The Customer irrevocably waives, releases and discharges the Seller from any such excluded liability and agrees not to bring any claim in respect thereof.

11.3 Exclusion of Certain Types of Loss

To the maximum extent permitted by applicable law, the Seller shall not in any circumstances be liable to the Customer or any third party, whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise, for any:

- (a) loss of profits, loss of revenue, loss of sales, loss of business, loss of contracts, or loss of anticipated savings;
- (b) loss of opportunity or loss of anticipated profit;
- (c) loss of goodwill or loss of reputation;
- (d) loss of or damage to data;
- (e) loss of or diminution in value of any asset;
- (f) increased costs or wasted expenditure; and/or

- (g) any indirect, consequential, incidental, special, exemplary, or punitive damages or losses,
in each case whether or not such loss or damage was foreseeable or contemplated by the parties, or the Seller was advised of the possibility of such loss or damage.

11.4 Exclusive Remedies

To the maximum extent permitted by applicable law, the Seller's sole and exclusive liability, and the Customer's sole and exclusive remedy, for any:

- (a) breach of the Contract or these Sales Terms; and/or
- (b) breach of any warranty, condition, or obligation implied or imposed by applicable law which cannot be excluded,

shall be, at the Seller's sole and absolute discretion, limited to one of the following remedies in respect of the relevant non-conforming Products:

- (i) replacement of the relevant Products; or
- (ii) refund of the amounts actually received by the Seller from the Customer under the Contract for the relevant Products.

Any replacement Products provided shall be subject to the same terms as the original Products supplied.

11.5 Aggregate Liability Cap

To the maximum extent permitted by applicable law, the Seller's total aggregate liability, whether arising in contract (including under any indemnity), tort (including negligence), misrepresentation, restitution, or otherwise, howsoever arising out of, in connection with, or in relation to the Contract or the supply of the Products, shall in all circumstances be limited as follows:

- (a) where the liability arises out of, in connection with, or in relation to the Products or their supply, the Seller's aggregate liability shall not exceed the total amount actually received by the Seller for the specific Products giving rise to the claim; and
- (b) where the liability does not arise out of, in connection with, or in relation to the Products or their supply, the Seller's aggregate liability shall not exceed the total amount actually received by the Seller from the Customer in the three (3) months immediately preceding the event giving rise to the claim.

For the avoidance of doubt, the limits set out in this Clause 11.5 shall apply to the aggregate of all claims, actions, and proceedings arising out of or in connection with the same subject matter and shall not be capable of being exceeded by the bringing of multiple claims.

11.6 Non-Excludable Liability

Nothing in these Sales Terms shall operate to exclude or limit the Seller's liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by the Seller's negligence;
- (c) mandatory statutory liability which cannot be excluded; and/or
- (d) any other liability which cannot be excluded or limited under applicable law.

11.7 Limitation Period

All claims arising out of or in connection with the Contract or the Products shall be brought within one (1) year from the date of accrual of the cause of action. Where such contractual limitation period is not permitted by applicable law, the shortest period permitted by law shall apply.

11.8 Customer Default

The Seller shall not be liable to the extent any loss or failure arises out of or is attributable to:

- (a) any act or omission of the Customer, including any breach of the Contract or these Sales Terms; and/or

- (b) **failure by the Customer to comply with the Seller's instructions relating to storage, handling, use, or maintenance of the Products.**

12. Intellectual Property Rights

12.1 Ownership and Reservation of Rights

- (a) The Customer acknowledges and agrees that the Seller and/or its licensors and suppliers are the sole and exclusive owners of all Intellectual Property Rights in or relating to the Products, including without limitation all trade marks, trade names, branding, packaging, designs, and other proprietary rights (the "**Product IPR**").
- (b) Nothing in the Contract shall operate to transfer, assign, or grant to the Customer any right, title, or interest in or to any Product IPR or any other Intellectual Property Rights of the Seller, its licensors, or suppliers, save for a limited, non-exclusive, non-transferable right to resell the Products in the ordinary course of business, subject to and in accordance with these Sales Terms.
- (c) The Customer shall not, and shall procure that no third party shall:
 - (i) challenge, dispute, or do or permit any act which may invalidate, impair, or adversely affect the validity or enforceability of any Product IPR or other Intellectual Property Rights of the Seller, its licensors, or suppliers;
 - (ii) register or attempt to register any Product IPR or any confusingly similar mark, name, or right in any jurisdiction; or
 - (iii) use any Product IPR or goodwill associated with the Products other than strictly in accordance with the Seller's prior written instructions.
- (d) The Customer shall take all steps reasonably required by the Seller to preserve, protect, and enforce the Product IPR, at the Seller's cost.

12.2 Restrictions on Use

- (a) The Customer shall not use or deal with the Products, or any Intellectual Property Rights embodied in or relating to the Products, in any manner that infringes or is likely to infringe any Intellectual Property Rights of the Seller, its licensors, or suppliers.
- (b) Without limiting the foregoing, the Customer shall not, and shall not assist or permit any third party to:
 - (i) disclose, use, reproduce, copy, modify, adapt, distribute, sell, assign, commercially rent, license, sublicense, decompile, reverse engineer, or otherwise exploit any Intellectual Property Rights in or relating to the Products, including without limitation trade marks, text, graphics, images, trade descriptions, content, and other authorial works; or
 - (ii) remove, obscure, alter, deface, or interfere with any trade marks, labels, packaging, batch identifiers, or other proprietary markings on or in relation to the Products, in each case without the Seller's prior written consent.

12.3 Branding and Packaging Integrity:

The Customer shall not alter, obscure, remove, or interfere with any branding, labelling, packaging, or proprietary markings applied to the Products without the prior written consent of the Seller.

12.4 Personal Data Protection

- (a) Each party shall comply with all applicable data protection and privacy laws and regulations in connection with the Contract, including without limitation the Personal Data Protection Act 2012 of Singapore (as amended, supplemented, or replaced from time to time) ("PDPA"), to the extent applicable to that party.
- (b) Where the Customer provides the Seller with any personal data in connection with the Contract, the Customer warrants that it has obtained all necessary consents and authorisations required under applicable law for the Seller to process such personal data for the purposes of performing the Contract.
- (c) Neither party shall use any personal data received from the other party for any purpose other than performing its obligations under the Contract.

13. INDEMNITY

IMPORTANT: PLEASE READ CAREFULLY

- 13.1 The Customer shall fully indemnify, defend, and hold harmless the Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, demands, actions, proceedings, judgments, settlements, penalties, fines, costs, and expenses of whatever kind, regardless of the form of action, whether direct, indirect, or consequential, including without limitation legal fees on a full indemnity basis, enforcement costs, costs of pursuing insurance, loss of profit, loss of business, and depletion of goodwill, arising out of, in connection with, or relating to:
- (a) any breach of the Contract or these Sales Terms by the Customer;
 - (b) any act or omission of the Customer, including any negligence, wilful misconduct, or fraud;
 - (c) any failure by the Customer to comply with applicable laws, regulations, or industry standards;
 - (d) the storage, handling, use, resale, or distribution of the Products by or on behalf of the Customer; and/or
 - (e) any claim by any third party arising out of or in connection with the matters set out in (a) to (d).
- 13.2 This indemnity shall apply regardless of whether such losses were foreseeable, regardless of the form of action, and shall not be subject to any limitation or exclusion of liability set out elsewhere in these Sales Terms.
- 13.3 The Seller shall be entitled to control the defence and settlement of any claim to which this indemnity applies, and the Customer shall provide all reasonable assistance requested by the Seller in connection therewith.
- 13.4 This indemnity shall survive termination or expiry of the Contract.

14. Force Majeure

- 14.1 The Seller shall not be liable for any failure or delay in the performance of its obligations under the Contract to the extent that such failure or delay arises or results from or out of, or is caused or contributed to by, any event or circumstance beyond the Seller's reasonable control (each, a "**Force Majeure Event**"), including without limitation: acts of God, fire, flood, storm, earthquake, explosion, accident, war, terrorism, civil unrest, epidemic or pandemic, quarantine restrictions, labour disputes or shortages, failure or interruption of power, utilities or telecommunications systems, cyber incidents, breakdown of plant or machinery, governmental actions or restrictions, or any shortage or unavailability of raw materials, production capacity, labour or transportation.
- 14.2 Where a Force Majeure Event occurs:
- (a) The Seller's obligations shall be suspended for the duration of the Force Majeure Event;
 - (b) the time for performance shall be extended accordingly; and
 - (c) the Seller shall not be liable for any loss or damage suffered by the Customer arising from such failure or delay.
- 14.3 If the Force Majeure Event continues for a period exceeding 30 days, the Seller may, at its option and without liability, terminate the Contract in whole or in part by written notice to the Customer.
- 14.4 The Seller shall use commercially reasonable efforts to resume performance as soon as reasonably practicable following the cessation of the Force Majeure Event.

15. Confidentiality

15.1 Definition of Confidential Information

In these Sales Terms, "**Confidential Information**" means all information (in any form) disclosed or made available by or on behalf of the Seller to the Customer, whether before or after the date of the Contract, including without limitation:

- (a) all technical, commercial and business information relating to the Seller or the Products, including trade secrets, know-how, formulations, recipes, specifications, processes, designs, data, pricing, costings, margins, customer and supplier information, business plans, forecasts, strategies and marketing information; and
- (b) any information which is designated as confidential or which, by its nature or the circumstances of disclosure, ought reasonably to be regarded as confidential.

15.2 Confidentiality Obligations

The Customer shall:

- (a) keep all Confidential Information strictly confidential;
- (b) not disclose any Confidential Information except as expressly permitted under this Clause 15;
- (c) use the Confidential Information solely for the purpose of performing its obligations under the Contract and for no other purpose;
- (d) protect the Confidential Information using at least the same degree of care as it uses to protect its own confidential information, and in any event no less than a reasonable standard of care; and
- (e) upon the Seller's request, promptly return or (at the Seller's option) destroy all Confidential Information, including all copies, extracts and reproductions thereof, and certify such destruction if requested by the Seller.

15.3 Permitted Disclosures

The Customer may disclose Confidential Information only:

- (a) to its employees, officers, professional advisers and contractors who have a strict need to know for the purposes of the Contract; and
- (b) where required by applicable law or by a court or regulatory authority, provided that the Customer:
 - (i) ensures that all recipients are bound by confidentiality obligations no less onerous than those set out in this Clause 15; and
 - (ii) remains fully liable for any breach of this Clause 15 by such persons.

Where disclosure is required by law, the Customer shall (to the extent legally permitted) give the Seller prompt written notice and reasonably cooperate with the Seller in seeking protective measures.

15.4 Exclusions

The obligations in this Clause 15 shall not apply to information which the Customer can demonstrate:

- (a) is or becomes publicly available other than through a breach of this Clause 15;
- (b) was lawfully in its possession without restriction prior to disclosure by the Seller;
- (c) is lawfully received from a third party without breach of any obligation of confidence; or
- (d) is independently developed without use of or reference to the Confidential Information.

15.5 No Rights or Licence

Nothing in these Sales Terms grants the Customer any rights, title or licence in or to any Confidential Information, except the limited right to use such Confidential Information strictly in accordance with this Clause 15.

15.6 Remedies

The Customer acknowledges that any breach or threatened breach of this Clause 15 may cause irreparable harm to the Seller for which damages may not be an adequate remedy. Accordingly, the Seller shall be entitled to seek injunctive relief, specific performance and other equitable remedies, in addition to any other rights or remedies available at law.

15.7 Survival

The obligations under this Clause 15 shall survive termination or expiry of the Contract and shall continue for so long as the information remains confidential.

16. Termination

16.1 Termination by the Seller

The Seller may, without prejudice to any other rights or remedies, terminate the Contract (in whole or in part) or suspend performance immediately by written notice to the Customer if:

- (a) the Customer breaches any provision of the Contract which, in the Seller's reasonable opinion, is incapable of remedy;
- (b) the Customer breaches any provision of the Contract which is capable of remedy and fails to remedy such breach within seven (7) days after receiving written notice requiring it to do so;
- (c) the Customer fails to make any payment when due;
- (d) the Customer becomes insolvent or is unable to pay its debts as they fall due, enters into liquidation (whether voluntary or compulsory), enters into any composition or arrangement with its creditors, has a receiver, receiver and manager, judicial manager or similar officer appointed over any of its assets,

ceases or threatens to cease carrying on business, or any event occurs which has an effect analogous to any of the foregoing; or

- (e) any act, omission or circumstance occurs which, in the Seller's reasonable opinion, materially adversely affects the Customer's ability to perform its obligations under the Contract.

For the avoidance of doubt, the Customer's obligation to make payment in full and on time is a fundamental and material term of the Contract.

16.2 Consequences of Termination

Upon termination of the Contract for any reason:

- (a) all amounts owing by the Customer to the Seller (whether invoiced or not) shall become immediately due and payable;
- (b) the Seller may, at its option, cancel or suspend any outstanding Accepted Orders or deliveries;
- (c) the Customer shall pay for all Products in respect of which the Seller has accepted any of the Accepted Orders or commenced performance, and the Seller may, at its option, deliver or withhold such Products;
- (d) the Customer shall immediately cease use of any Confidential Information and, at the Seller's option, return or destroy all Confidential Information and certify such return or destruction; and
- (e) any provision which by its nature is intended to survive termination shall remain in full force and effect.

16.3 Survival and Accrued Rights

Termination of the Contract shall be without prejudice to any rights, remedies, obligations or liabilities of the parties which have accrued up to the date of termination.

17. General

17.1 Governing Law and Jurisdiction

These Sales Terms and all Contracts (including any non-contractual obligations arising out of or in connection with them) shall be governed by and construed in accordance with the laws of Singapore. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. Each party irrevocably agrees that the courts of the Republic of Singapore shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with these Sales Terms or any Contract, including any question regarding their existence, validity, formation or termination. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings being brought in those courts.

17.2 Severability

If any provision of these Sales Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision shall be deemed severed. Any such modification or severance shall not affect the validity and enforceability of the remaining provisions.

17.3 Independent Contractor

The parties are independent contractors and nothing in these Sales Terms or any Contract shall create any partnership, joint venture, agency, fiduciary or employment relationship. The Customer shall have no authority to bind the Seller or incur any obligation on the Seller's behalf.

17.4 Third Party Rights

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any provision of these Sales Terms or any Contract.

17.5 No Waiver

No failure or delay by the Seller in exercising any right or remedy shall operate as a waiver. No waiver shall be effective unless in writing and signed by the Seller. A waiver shall apply only to the specific circumstances for which it is given and shall not constitute a continuing waiver.

17.6 Notices

Any notice to the Customer may be given by the Seller by email, post or any electronic means (including via any online portal or platform used by the Seller), and shall be deemed received:

- (a) if sent by email or electronic means, at the time of transmission; and
- (b) if sent by post, on the third (3rd) business day after posting.

The Customer is responsible for ensuring that its contact details are accurate and up to date.

17.7 Precedence

These Sales Terms shall prevail over any terms or conditions contained in or referred to in any document issued by the Customer, including any purchase order or acknowledgement, unless expressly agreed in writing by the Seller. Any such Customer terms are hereby expressly rejected.

17.8 Assignment and Subcontracting

- (a) The Seller may at any time assign, transfer, novate or otherwise deal with any of its rights or obligations under the Contract or these Sales Terms without the consent of the Customer.
- (b) The Customer shall not assign, transfer or otherwise deal with its rights or obligations without the Seller's prior written consent.
- (c) The Seller may subcontract the performance of any of its obligations without notice to or consent from the Customer.

General Terms and Conditions of Sale of Wilmar Distribution Pte. Ltd. and BWY Wilmar Pte. Ltd. (Updated: 8 May 2026)