

## **Wilmar Distribution Pte. Ltd.**

### **General Terms and Conditions of Sale**

#### **1. Applicability of these General Terms and Conditions of Sale**

- 1.1 In these General Terms and Conditions of Sale (“**Sales Terms**”), “**Wilmar**” or “**Seller**” means Wilmar Distribution Pte. Ltd. and its direct and indirect subsidiaries.
- 1.2 Subject to clause 1.3:
- (a) these Sales Terms shall apply to and govern all sales of food products and other products and services (collectively, “**Products**”) by Wilmar to the person or entity purchasing or receiving the Products from Wilmar (“**Customer**” or “**Buyer**”); and
  - (b) these Sales Terms shall apply to and govern, be incorporated into, and form an integral part of, all contracts between Wilmar and the Customer for the purchase and sale of the Products (each, a “**Contract**”).
- 1.3 These Sales Terms do not apply to:
- (a) the sale of Products which are the subject of a separate signed contract entered into between Wilmar and the Customer which does not reference or incorporate these Sales Terms; and
  - (b) the provision of catering services (including the provision of food and drink as part of such catering services), which shall be governed by Wilmar’s Catering Terms.

#### **2. The Customer’s Acceptance of these Sales Terms**

- 2.1 The Customer, by: (a) placing an order for Products; (b) accepting a quotation of Wilmar for the sale of the Products; (c) accepting the Products; and/or (d) making payment for Products, shall be deemed to have accepted these Sales Terms and the incorporation of these Sales Terms into the Contract.
- 2.2 These Sales Terms take precedence over the Customer’s terms and conditions. Neither Wilmar’s acceptance of the Customer’s order, nor Wilmar’s commencement of performance of the Contract, nor Wilmar’s delivery of Products, nor any other acts of Wilmar, shall constitute or be deemed or construed as acceptance of the Customer’s terms and conditions.

#### **3. Basis of Sale**

- 3.1 Wilmar shall sell and the Customer shall purchase the Products in accordance with any quotation of Wilmar which is accepted by the Customer, or any order of the Customer (“**Order**”) which is accepted by Wilmar, subject in either case to these Sales Terms which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 3.2 No variation to these Sales Terms shall be binding unless agreed in writing between the authorised representatives of the Customer and Wilmar.
- 3.3 Wilmar’s employees or agents are not authorised to make any representations concerning the Products unless confirmed by Wilmar in writing. In entering into the Contract, the Customer agrees and acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.
- 3.4 Any advice or recommendations given by Wilmar or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by Wilmar is followed or acted upon entirely at the Customer’s own risk, and accordingly Wilmar shall not be liable for any such advice or recommendation which is not so confirmed.

- 3.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Wilmar shall be subject to correction without any liability on the part of Wilmar.

#### **4. Orders and Specifications**

- 4.1 In order to purchase the Products, either:
- (a) the Customer must issue an Order to Wilmar which must: (a) specify the volume and type of Products required, and (b) specify the requested delivery date and location; or
  - (b) the Customer must accept Wilmar's quotation.
- 4.2 The Customer must ensure that all Orders are accurate and issued correctly, and Wilmar shall not be liable for any errors or omissions in or relating to the Order. The Customer shall be responsible to Wilmar for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer and for giving Wilmar any necessary information relating to the Products within a sufficient time to enable Wilmar to perform the Contract in accordance with its terms.
- 4.3 All Orders are subject to Wilmar's acceptance. Wilmar may in its sole discretion refuse to accept any Order. No order submitted by the Customer shall be deemed to be accepted by Wilmar unless and until confirmed by Wilmar's authorised representative.
- 4.4 Once an Order is accepted by Wilmar or the Customer accepts Wilmar's quotation, the Customer may not amend or cancel the Order or its acceptance of Wilmar's quotation (as applicable), unless Wilmar provides its prior written consent.
- 4.5 The quantity, quality and description of and any specification for the Products shall be those set out in Wilmar's quotation (if accepted by the Customer) or the Customer's Order (if accepted by Wilmar).
- 4.6 If the Products are to be manufactured or any process is to be applied to the Products by Wilmar in accordance with a specification submitted by the Customer, the Customer shall indemnify Wilmar from and against all losses, damages, costs and expenses awarded against or incurred by Wilmar in connection with, or paid or agreed to be paid by Wilmar in settlement of, any claim of infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which arises or results from Wilmar's use of the Customer's specification.
- 4.7 Wilmar reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements or, where the Products are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

#### **5. Price**

- 5.1 The price of the Products shall be set by Wilmar in its sole discretion and shall be Wilmar's quoted price (as set out in its quotation, sales agreement, sales order or tax invoice) or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Wilmar's published price list current at the date of acceptance of the Order.
- 5.2 The price for the Products is exclusive of insurance of the Products and exclusive of Goods and Services Tax (GST) and any other taxes or duties (including customs duties), and the Customer shall bear the GST and all other taxes and duties where required.
- 5.3 Wilmar reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Products to reflect any increase in the cost to Wilmar which is due to any factor beyond the control of Wilmar (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) or to any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Wilmar adequate information or instructions.

## 6. Payment

- 6.1 Subject to any special terms agreed in writing between the Customer and Wilmar, Wilmar shall be entitled to invoice the Customer for the price of the Products at any time whether before or after delivery of the Products.
- 6.2 All invoices are payable net by cash, cheque, PayNow, bank transfer, or other mode of payment designated and acceptable by Wilmar on and within the date and time period of payment (the “due date”) as stated in the invoice. The Customer shall pay all invoices without any other deductions, withholding, set-off or counterclaim whatsoever, notwithstanding that delivery may not have taken place and the title in the Products has not been passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, Wilmar shall be entitled to:
- (a) cancel the Contract or suspend any further deliveries to the Customer;
  - (b) appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and Wilmar) as Wilmar may think fit (notwithstanding any purported appropriation by the Customer);
  - (c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 24 per cent per annum, until payment in full is made;
  - (d) require the Customer to make payment in advance of any delivery not yet made; and
  - (e) exercise its right of set-off as set out in clause 16.10.
- 6.4 In the event that Wilmar cancels the Contract under the provisions of clause 6.3(a), the Customer shall indemnify Wilmar in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Wilmar as a result of such cancellation.
- 6.5 Without prejudice to the foregoing and without prejudice to Wilmar’s rights, the Customer shall reimburse Wilmar for any costs incurred in collecting any late payments (including without limitation legal fees and expenses).

## 7. Delivery; Duty to Inspect

- 7.1 Wilmar will deliver, or procure the delivery of, the Products to the place stipulated by the Customer (“**Delivery Place**”) in accordance with the terms agreed between the parties. All delivery dates are estimates only and are not binding on Wilmar, and time for delivery of the Products shall not be of the essence unless previously agreed by Wilmar in writing. Wilmar shall not be liable for any late delivery or any delay in delivery of the Products howsoever caused, nor shall any delay of delivery constitute a breach of the Contract. The Products may be delivered by Wilmar in advance of the quoted delivery date upon giving reasonable notice to the Customer. Wilmar shall be entitled to make part delivery of the Products at any time.
- 7.2 Where the Products are delivered in instalments, each delivery shall constitute a separate contract and failure by Wilmar to deliver any one or more of the instalments in accordance with these Sales Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 7.3 It is the responsibility of the Customer to inspect the Products at the Delivery Place on the date of delivery, and the Products shall be deemed to have been inspected by the Customer at the Delivery Place on the date of delivery. Any claims relating to missing or incorrect Products or to defects in or damage to the Products which are apparent on a reasonable inspection of the Products must be made to Wilmar within three (3) days from the date of delivery, and any other claims relating to defects in or damage to the Products which are not apparent on a reasonable inspection of the Products must be made to Wilmar within thirty (30) days from the date of delivery. Failure to do so shall mean that the Customer has accepted the Products unconditionally and Wilmar shall have no liability to the Customer in respect of any missing or incorrect Products or any defects in or damage to the Products. If any such claims are made, the Customer shall: (a) preserve the relevant Products in the state in which they were delivered; (b) submit photographs and other evidence of such defects or damage to Wilmar (if applicable) upon Wilmar’s request; and (c) if requested by Wilmar, allow Wilmar to inspect the relevant Products at the location of Products and/or return the relevant Products to Wilmar at Wilmar’s costs in the same condition as when the relevant Products were first delivered to the Customer.

- 7.4 Provided that the Customer has fully complied with clause 7.3 and that Wilmar is satisfied with the Customer's claim, Wilmar will at its sole discretion either replace the missing, incorrect, defective or damaged Products (as the case may be) or provide a credit for such Products.
- 7.5 Wilmar's liability to the Customer in respect of missing, incorrect, defective or damaged Products, and the Customer's sole and exclusive remedy against Wilmar, is limited to replacement or credit in accordance with clause 7.4. The Customer acknowledges and agrees that such replacement or credit in accordance with clause 7.4 shall be its sole remedy against Wilmar in respect of any missing, incorrect, defective or damaged Products.
- 7.6 If, for any reason, the Customer fails to take delivery of any Products, or if Wilmar is unable to deliver any Products to the applicable Delivery Place because the Customer has not provided appropriate instructions, documents, licenses, or authorizations, then risk of loss to such Products shall pass to the Customer, such Products shall be deemed to have been delivered, and Wilmar, at its option, may either:
- (a) store such Products until the Products are actually delivered to the Customer or the Customer picks them up, in which case the Customer shall be liable for all related costs and expenses (including, without limitation, the costs of storage and insurance); or
  - (b) sell the Products at the best price readily obtainable and charge the Customer for any shortfall below the price under the Contract. Wilmar shall not be liable to account to the Customer for any excess over the price under the Contract.
- 7.7 The quantity of Products as recorded by Wilmar on dispatch from its place of business or such other location as nominated by Wilmar is conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence proving the contrary.

## **8. Title and Risk of Loss**

- 8.1 Title: Prior to Wilmar receiving full payment for the Products, title to the Products shall remain at all times with Wilmar. Title to the Products shall pass to the Customer upon the later of Wilmar receiving full payment for the Products or the Customer collecting or taking delivery of the Products (as the case may be). Notwithstanding physical delivery of the Products to the Customer, Wilmar shall be entitled to maintain an action against the Customer for any unpaid Price without prejudice to any other right or remedy available to Wilmar.
- 8.2 Risk of loss: If Wilmar and the Customer have agreed to apply Incoterms or similar terms to the sale of Products, risk of loss passes to the Customer according to the Incoterms or similar terms. If Incoterms (or similar terms) do not apply but parties have reached agreement on the passing of risk, risk of loss passes to the Customer as agreed between the parties. If none of the foregoing apply, risk of loss passes to the Customer upon delivery of the Products to the Delivery Place.

## **9. Customer's obligations and restrictions**

- 9.1 The Customer shall: (a) immediately notify Wilmar, upon being aware: (i) of any actual or potential defect in any Products; (ii) of any matter concerning any Products which could have an impact on Wilmar; and/or (iii) of all complaints or claims relating to any Products; (b) not admit liability on behalf of Wilmar in respect of any complaint or claim relating to any Products; (c) not resolve or settle any complaint or claim relating to any Products which may result in Wilmar incurring any liability (whether to a customer, the Customer or any other person), unless written permission has been given by Wilmar; (d) observe all laws relating to the regulations, codes, use or sale of any Products; (e) support and comply with the requirements of any product recall program initiated by Wilmar or any government agency and all reasonable directions of Wilmar in respect of such product recall program; (f) not alter, obscure, remove, replace, conceal or otherwise interfere with any identifier or batch number applied to any Products by Wilmar for the purpose of tracking the relevant Product; (g) not make any representation, or give any warranty, in relation to any Products not expressly authorised in writing by Wilmar; (h) not engage in any advertising, marketing or promotional activities in relation to Products without the prior written consent of Wilmar; (i) not do anything which might adversely affect the goodwill or reputation of Products and/or Wilmar or any of its products; (j) not make any representation or statement that it is the exclusive or sole distributor or importer of any Products; and (k) not voluntarily initiate any recall without the prior written consent of Wilmar.

- 9.2 The Customer shall at all times carry on its business as principal and arrange and conclude sales of the Products on its own behalf and in its own name. Wilmar shall not be liable (except as provided at law) to any person or entity who purchases the Products from the Customer.
- 9.3 The Customer acknowledges and agrees that:
- (a) it shall store the Products in accordance with the instructions as to storage contained in the specifications relating to the Products or contained on the packaging or labels of the Products; and
  - (b) where the Products are supplied with a "best before" or "use by" date, it shall not consume the Products where the "best before" or "use by" date has expired or use the Products with other goods that have passed the "best before" or "use by" date.
- 9.4 The Customer further acknowledges and agrees that it will not consume or use any Products which it reasonably suspect is not fit for consumption.
- 9.5 If the Customer sells the Products to any person or entity, the Customer shall cause and ensure that such person or entity complies with the requirements set out in clauses 9.3(a) and 9.3(b) and the restrictions in clause 9.4.

## **10. Limitation of Liability**

### **10.1 Exclusion of implied warranty**

- (a) **Wilmar warrants to the Customer that the Products will conform substantially to Wilmar's specifications for each Product.**
- (b) **Other than the warranty set out in clause 10.1(a):**
  - (i) **Wilmar makes no other representations or warranties (whether express or implied) whatsoever in relation to the Products (including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise); and**
  - (ii) **Wilmar hereby specifically disclaims and excludes all representations and warranties (whether express or implied) in relation to the Products (including without limitation all representations and warranties of merchantability, sufficiency, quality and fitness for a particular purpose) to the maximum extent permitted by law.**

### **10.2 Except for Wilmar's liability to the Customer arising from or relating to:**

- (a) **any term, condition or warranty which cannot be excluded by applicable law;**
  - (b) **wilful misconduct or fraud on the part of Wilmar; and/or**
  - (c) **any breach of the Contract or these Sales Terms,**
- Wilmar excludes all other liability to the Customer to the maximum extent permitted by applicable law, and the Customer hereby releases, waives and forever discharges Wilmar from any and all such other liability.**

### **10.3 To the maximum extent permitted by applicable law, in no event shall Wilmar be liable to the Customer or any third party for any: (a) loss of business, sales, contract, opportunity, profit or anticipated profit, income, and/or revenue; (b) consequential, indirect, incidental, special, exemplary, punitive and/or enhanced damages and/or losses; (c) diminution in value; (d) increased costs and/or (e) loss of and/or damage to goodwill or reputation, regardless of whether any of the foregoing items (a) to (e) were foreseeable and whether or not Wilmar was advised of the possibility of any of the foregoing items (a) to (e).**

### **10.4 To the maximum extent permitted by applicable law, Wilmar's sole liability, and the Customer's sole remedy, for any:**

- (a) **breach of the Contract or these Sales Terms; and/or**
  - (b) **breach of any warranty or obligation implied or conferred by law which cannot be excluded by applicable law,**
- shall be limited to either one of the following (as determined by Wilmar in its sole discretion):**
- (i) **the replacement of the applicable Products; or**
  - (ii) **a refund of the amounts actually received by Wilmar from the Customer under the Contract for the applicable Products.**

- 10.5 **Wilmar's maximum aggregate liability to the Customer for any and all claims, whether in contract (including indemnities), tort (including negligence), or otherwise:**
- (a) **where the claim arises from or by reason of, or is in relation to, the Products, shall not exceed the amounts actually received by Wilmar from the Customer for the Products which are the subject of the claim; and**
  - (b) **where the claim is not in relation to the Products, shall not exceed the total amounts actually received by Wilmar from the Customer in the three (3) months preceding the date on which the alleged cause of action arose.**
- 10.6 **Nothing herein shall have the effect of limiting or excluding Wilmar's liability for fraud, any breach of the obligations implied by law which cannot be excluded, death or personal injury resulting from its own negligence, and/or any other liability (if any) to the extent the same may not be limited or exceeded as a matter of law.**
- 10.7 **All defect and liability claims howsoever arising are subject to a limitation period of one (1) year from statutory commencement of the limitation period, or where the foregoing is not permissible under the relevant law, for the shortest period permitted thereunder.**
- 10.8 **Wilmar shall not be liable to the Customer if, and to the extent that, its breach or failure results directly or indirectly from:**
- (a) **the Customer (i) failing to perform any of its obligations under the Contract or (ii) failing to comply with these Sales Terms or the Contract; or**
  - (b) **the Customer failing to comply with the instructions as to storage contained in the specifications relating to the Products or contained on the packaging or labels of the Products.**

## **11. Intellectual Property Rights**

- 11.1 The Customer acknowledges and agrees that Wilmar and its licensors are the sole and exclusive owners of all intellectual property rights in or in relation to the Products, including without limitation all trade marks used in relation to Products (collectively, the "**Product IPR**"). The Customer acknowledges and agrees that it does not own, and does not obtain, any right, title or interest in or to any Product IPR and/or any intellectual property rights of Wilmar or its licensors. The Customer undertakes not to attack, cancel, revoke, invalidate, remove, permit or cause any act to affect the validity of, question, and/or seek to impeach: (a) any Product IPR; (b) any intellectual property rights of Wilmar or its licensors; (c) any goodwill associated with any Product IPR or any intellectual property rights of Wilmar or its licensors; and/or (d) any goodwill in relation to Products or owned by Wilmar or its licensors, nor permit, authorise or assist any third party to do any of the foregoing acts. The Customer undertakes not to apply to register, register, or seek any rights in relation to: (i) any Product IPR; and/or (ii) any intellectual property rights of Wilmar or its licensors. The Customer undertakes and agrees to take any steps reasonably required by Wilmar and/or its licensors to maintain the validity and enforceability of any Product IPR or any intellectual property rights of Wilmar or its licensors.
- 11.2 The Customer shall not use or sell the Products in a manner so as to infringe the intellectual property rights of Wilmar, its licensors, or its suppliers. In particular, the Customer shall not disclose, use, reproduce, make copies of, modify, distribute, sell, assign, commercially rent, license, sub-license, decompile, reverse engineer, input, compile or otherwise transfer, any intellectual property in or in relation to the Products (including but not limited to trade marks, text, graphics, images, trade descriptions, content and other authorial works).
- 11.3 The Customer also agrees that the Customer shall not alter, obscure, conceal, remove or otherwise interfere with any labelling or markings or packaging on the Products unless permitted by Wilmar in writing.

## **12. Indemnity**

The Customer shall indemnify Wilmar and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Parties**") from and against any and all losses (including first party losses), damages, liabilities, deficiencies, claims, injuries, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind (including legal fees, costs, the fees of enforcing any right to indemnification under these Sales Terms, and costs of pursuing any insurance providers) arising or resulting from or out of, caused by or relating to: (a) any breach of these Sales Terms and/or the Contract by the Customer; (b) any violation by the Customer of applicable laws or regulations; and/or (c) any negligence or wilful misconduct on the Customer's part.

### 13. Force Majeure

Wilmar shall not be responsible or liable to the Customer for any failure or delay in the performance of any of its obligations under the Contract where, and to the extent that, such failure or delay arises or results from or out of, or is caused or contributed to by, any act, circumstance, cause, event and/or situation which is not within the reasonable control of Wilmar, including (without limitation) an act of God, fire, storm, flood, earthquake, explosion, accident, war, epidemic, pandemic, rebellion, insurrection, sabotage, quarantine restriction, labour dispute, labour shortage, power shortage or failure, server crashes, revolution, unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances, a governmental restraint, or a shortage or unavailability of raw materials, production capacity or transportation (each, a **"Force Majeure Event"**). Wilmar will use commercially reasonable efforts to provide the Services within a reasonable time after the cessation of the applicable Force Majeure Event.

### 14. Confidentiality

- 14.1 In these Sales Terms, **"Confidential Information"** means: (a) all information, including trade secrets, know-how, scientific, technical, current and future product, market or pricing information, customer lists, product or service plans, business plans, business activities, supplier lists, marketing plans, equipment types, financial projections, business forecasts, sales and merchandising information, processes, designs, engineering plans, processes, data, prices, costings, strategies, formulae, recipes, raw materials, and operating conditions, relating to Products and/or Wilmar; and (b) all information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, disclosed or made available by Wilmar to the Customer.
- 14.2 The Customer undertakes and agrees: (a) to keep all Confidential Information confidential; (b) not to disclose any Confidential Information to any other person or entity unless expressly permitted in these Sales Terms; (c) not to use any Confidential Information for any purpose other than for or in connection with the performance of its obligations under the Contract; and (d) to forthwith return, on request by Wilmar, any documents or materials containing any Confidential Information.
- 14.3 The Customer's confidentiality obligations contained in clause 14.2 shall not apply to any information which: (a) is or becomes part of the public domain through no fault or breach of these Sales Terms by the Customer or its employees, agents or representatives; (b) is already in the possession of or known to the Customer prior to disclosure to the Customer provided that such information is not subject to any confidentiality obligations; (c) is received by the Customer by a third party who is not under, or in breach of, any confidentiality obligations in disclosing the same; (d) is independently developed by the Customer whether on its own or jointly with a third party without use of or reference to any Confidential Information; (e) is disclosed pursuant to an order of a court of competent jurisdiction provided prompt written notice of such order is given to Wilmar; or (f) Wilmar authorises, in writing, for release.
- 14.4 The Customer is permitted to disclose Confidential Information only to its representatives and employees who are required to have access to or be in possession of Confidential Information for the purposes of performing the Customer's obligations under the Contract, provided always that: (a) any Confidential Information is disclosed only on need-to-know basis; (b) the Customer may only disclose such portion of Confidential Information strictly necessary for the performance of the Customer's obligations under the Contract; and (c) the Customer must take all necessary precautions and actions to cause and ensure that all such representatives and employees fully comply with the confidentiality obligations imposed on the Customer under clause 14.2. The Customer shall be and remain liable for any breach of this clause 14 by its representatives and employees.
- 14.5 The confidentiality obligations set out in this clause 14 shall survive the termination of the Contract.
- 14.6 The Customer agrees and acknowledges that any breach or threatened breach of this clause 14 by the Customer will result in substantial, continuing, and irreparable injury to Wilmar. The Customer agrees and acknowledges that damages alone would not be an adequate remedy for the breach or threatened breach of this clause 14 by the Customer. The Customer hereby agrees and acknowledges that, in addition to any other remedy that may be available to Wilmar, Wilmar shall be entitled to injunctive relief, specific performance or other equitable relief concerning any breach or threatened breach of this clause 14 by the Customer and the

Customer will consent to any application by Wilmar seeking injunctive relief, specific performance or other equitable relief concerning the breach or threatened breach of this clause by the Customer.

- 14.7 Nothing in this clause 14 or these Sales Terms shall grant the Customer any right or licence over any Confidential Information.

## 15. Termination

- 15.1 Wilmar may terminate any Contract immediately by written notice to the Customer if the Customer:
- (a) breaches a material term of such Contract which, in the reasonable opinion of Wilmar, is not capable of being remedied;
  - (b) commits a material breach of such Contract which is capable of being remedied and the Customer fails to remedy the breach within 7 days after being required in writing to do so; or
  - (c) becomes insolvent, goes into liquidation whether by voluntary or involuntary action, makes an assignment or composition for the benefit of its creditors, has a receiver or receiver and manager appointed, suspends or ceases its business activities or performs any other act which reasonably suggests that it is insolvent.

Wilmar and the Customer each acknowledges and agrees that the Customer's obligation to make payment by the due date constitutes a material term of the Contract (but not the only material term thereof).

- 15.2 Upon termination of any Contract by Wilmar: (a) the Customer must within five (5) working days pay for all Products set out in Orders which have been accepted by Wilmar as well as any other Products which the Customer has ordered and Wilmar has agreed to sell to the Customer, and Wilmar will deliver the aforesaid Products to the Customer; and (b) the Customer must return all Confidential Information and all documents and materials containing any Confidential Information to Wilmar.
- 15.3 Termination of any Contract is without prejudice to and does not affect the accrued rights or remedies of any party thereto arising in any way out of such Contract up to the date of termination.

## 16. General

- 16.1 Governing law and jurisdiction: These Sales Terms and the Contracts shall be governed by and construed in accordance with the laws of Singapore. The applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded. Wilmar and the Customer each irrevocably agrees that the courts of the Republic of Singapore shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with these Sales Terms and any Contract, including any question regarding their existence, validity, formation or termination. For these purposes, Wilmar and the Customer each irrevocably submits to the jurisdiction of the courts of the Republic of Singapore.
- 16.2 Invalidity: A provision of, or the application of a provision of, these Sales Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction. If any provision in these Sales Terms is or becomes invalid, unenforceable or illegal for any reason, the relevant provision shall be deemed to be modified to the extent necessary to remedy such invalidity, unenforceability or illegality, or if that is not possible, then such provision shall be severed from these Sales Terms without affecting the remaining provisions of these Sales Terms.
- 16.3 Independence: Each party is an independent contractor and not a manager, employee, partner or agent of the other party. Nothing in these Sales Terms or any Contract will create, constitute or evidence any partnership, joint venture, agency, fiduciary obligation, trust or employer-employee relationship between the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. Unless agreed elsewhere, a party has no power or authority to bind, act for, or to incur any obligation on behalf of the other party, impose any obligation on the other party for the benefit of any third party, or constitute the other party as its commercial agent.
- 16.4 Third Party Rights: An entity or person who is not a party shall not have any rights under the Contracts (Rights of Third Parties) Act 2001 or any other applicable legislation to enforce any of the provisions of these Sales Terms or any Contract.

- 16.5 No Waiver: The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right or prevent the subsequent enforcement of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. No waiver by a party of any power or right under these Sales Terms or any Contract will be effective unless it is in writing and signed by that party.
- 16.6 Notice: Wilmar may give notice to the Customer by email, conventional mail or via its website.
- 16.7 Prevalence: No term or condition contained in any request for quotation, purchase order, acknowledgement or other form of writing issued by the Customer (whether printed, typed or handwritten) shall apply to any sale of Products hereunder unless signed by an officer of Wilmar.
- 16.8 Assignment: Wilmar has the right to assign or transfer all or part of its rights, benefits and/or obligations under the Contract or these Sales Terms. In addition, Wilmar has the right to enter into any sub-contract for the performance of any of its obligations under the Contract or these Sales Terms without prior consent from the Customer.
- 16.9 Reference: In all documents which incorporate or are governed by these Sales Terms and/or which form part of the Contract, Wilmar may be referred to as "Seller" or "Wilmar" and the Customer may be referred to as the "Buyer" or "Customer".
- 16.10 Right of Set-Off: The Customer agrees and acknowledges that Wilmar may set off or deduct, from any amounts which:
- (a) are payable by Wilmar to the Customer whether under the Contract or otherwise; or
  - (b) are claimed by the Customer from Wilmar whether under the Contract or otherwise, any amounts which:
    - (i) are payable by the Customer to Wilmar whether under the Contract or otherwise; or
    - (ii) are claimed by Wilmar from the Customer whether under the Contract or otherwise.

**WDPL General Terms and Conditions of Sale: Updated 14 July 2025**