

## GENERAL CONDITIONS OF PURCHASE

### I. Order and order confirmation

1. All orders placed by **CORNING SINGAPORE HOLDINGS PRIVATE LIMITED** ("CSHPL") are subject to the following Conditions of Purchase unless otherwise agreed upon in writing. Any other written or unwritten general business terms or conditions shall not apply, even if not explicitly rejected by CSHPL.
2. The Seller/Service Provider shall confirm the order in writing within 2 working days from receipt of the order. If the Seller/Service Provider does not confirm the order within such period of time CSHPL has the right to revoke the order.
3. Any changes, alterations, amendments or additions to CSHPL's order shall not be binding on CSHPL, unless such changes, alterations, amendments or additions have been accepted by CSHPL in writing signed by an authorized officer.
4. Quotes or cost estimates provided by Seller/Service Provider are binding and provided at Seller/Service Provider's cost, unless otherwise agreed upon in writing between the Parties prior to the establishment of the quote or cost estimate.

### II. Delivery of Goods and Services

1. Delivery dates and time limits agreed upon by the Parties are fully binding. Independent of any Incoterms® clause agreed upon between the Parties, delivery dates and time limits concerning delivery of goods shall be met not earlier than at the day of arrival of the goods at CSHPL's location shown in the order or contract. Delivery dates and time limits concerning delivery of goods including installation and/or services shall be met not earlier than at the date of final acceptance by CSHPL.
2. If the Seller/Service Provider has to supply material tests, inspection records, CE certificates or quality certificates in compliance with the order or applicable laws and regulations ("ancillary documents"), the delivery of goods and/or services shall not be completed prior to receipt of all such ancillary documents.
3. If a delay in the delivery of the goods and/or services is expected to occur, the Seller/Service Provider shall immediately inform the CSHPL in writing stating the reasons and the anticipated duration of the delay.
4. If the agreed delivery dates and time limits are not met for reasons under Seller/Service Provider's control, the CSHPL has the right - without prejudice to any further claims under these terms and applicable law - to claim penalties at the rate of 1% per week up to a maximum of 10 % of the value of the delayed goods and/or services; the penalty effectively paid to CSHPL shall be deductible from any further compensation claims on damages for delay caused to the CSHPL.
5. CSHPL may reject and return to Seller/Service Provider at Seller/Service Provider's costs any deliveries of goods which do not comply with type, quantity and/or quality of CSHPL's order.

### III. Transfer of risk

1. The Incoterms® rules in force at the time of conclusion of the Contract shall apply.
2. The risk of goods shall pass to CSHPL according to the Incoterms® clause agreed upon between the Parties. The risk of services shall pass to CSHPL at the date of final acceptance by CSHPL.
3. Unless otherwise agreed, CSHPL and Seller/Service Provider agree upon a DDP (delivered duty paid) shipment.
4. Each shipment shall contain packing slips or dispatch notes indicating contents and CSHPL's order reference. The Seller/Service Provider shall immediately advise the CSHPL of shipment indicating the required data.

### IV. Invoices

Invoices shall indicate CSHPL's order reference and the volumes of every individual item. Invoices shall not be payable until receipt of an invoice comprising such complete information. Copies of invoices shall be marked as such.

### V. Payment

1. Unless otherwise agreed, payment shall be effected within 14 days less 3% discount or within 30 days less 2% discount or within 60 days net. In the event of an extended retention of title, agreement to resale, processing or fitting of the goods by CSHPL prior to payment is deemed to be given.
2. The payment term shall commence at the date of delivery according to Section II. 1. above and receipt of the duly issued invoice according to Section IV. above, whichever event occurs later.  
In case of premature shipments the payment term shall be calculated based on the delivery date and time limits shown in the order or contract.
3. Payments by CSHPL shall not imply nor indicate approval of goods or services or their compliance with contractual or legal requirements.

### VI. Warranty

1. The Seller/Service Provider guarantees that the delivered goods and/or services comply with the specifications as agreed upon and the applicable legal specifications and standards. CSHPL shall notify Seller/Service Provider in writing about any deficiencies of the goods or services 14 working days (excluding Saturday) after deficiencies have been discovered in the course of an ordinary business practice. Provided CSHPL complies with the aforesaid requirement, Seller/Service Provider hereby waives its right to reject claims on the basis of delayed notification of deficiencies.
2. Unless otherwise agreed the warranty period for goods and services shall be two years from the date of transfer of risks according to Section III.1.
3. If deficiencies are found the CSHPL is entitled to the following claims:
  - a) prior to start of production (processing or fitting) or resale the Seller/Service Provider shall sort out, repair or replace delivered goods or perform proper services. In case the Seller/Service Provider is unable or unwilling to accomplish the afore-stated without undue delay, the CSHPL is entitled to rescind the contract to this extent and return the goods at Seller/Service Provider's risk and costs. In case of urgency the CSHPL may at Seller/Service Provider's expense repair or replace defective goods or services himself or order a third party to do so;
  - b) after start of production (processing or fitting) or after resale and provided CSHPL observed the requirement of notification according to Section VI, 1. phrase 2, CSHPL may claim - in addition to any claims under a) above - at his option either a reduction of the sales price of the defective goods and/or services or indemnification for any costs (including labour costs) with respect to any transport and travel, dismantling, reinstallation and to any materials and products of CSHPL or third parties which cannot be used for CSHPL's purposes due to the use, processing or fitting of Seller/Service Provider's defective goods or services.

c) in case of a series-type-defect CSHPL may claim - in addition to any claims under a) and b) above - any costs occurred with respect to recall, repair and/or replacement of CSHPL's products defective due to Seller/Service Provider's defective goods or services. CSHPL may also return to Seller/Service Provider all goods of the same type as the defective goods at Seller/Service Provider's risk and expenses and request replacement of the goods or rescind the orders or contracts to the extent relating to the returned goods. If not agreed upon otherwise a series-type-defect is occurrence of a deficiency rate of at least 5% of one type of product delivered by Seller/Service Provider to CSHPL during a period of 3 consecutive months;

d) if, in addition to the delivery of defective goods or services, Seller/Service Provider has breached by fault additional contractual obligations in connection with the delivery of the defective goods (e.g. information, consultation, examination), CSHPL is entitled to claim - in addition to claims under a) to c) above - indemnification for any other consequential losses caused by the delivery of the defective goods. Except for liability for personal injuries and damage to property, any further claims regarding expenses and damages due to defectiveness of goods and services delivered by Seller/Service Provider may only be claimed by CSHPL if agreed upon between the Parties.

#### **VII. Inspection**

All Products delivered hereunder shall be subject to final inspection and acceptance by CSHPL at its facility notwithstanding prior payment or inspection at Seller/Service Provider's facility.

Acceptance of any Products shall not alter or affect the warranties of Seller/Service Provider referenced above. CSHPL may, at its option, either hold rejected Products for Seller/Service Provider's instructions and at Seller/Service Provider's risk, or return them to Seller/Service Provider at Seller/Service Provider's expense and require their correction, and Seller/Service Provider shall promptly reimburse CSHPL for any and all damages sustained by CSHPL as a result of failure of Products to conform to the provisions and specifications set forth in this Agreement.

#### **VIII. Cancellation**

CSHPL reserves the right to cancel this order or any part thereof, or terminate this Agreement, and CSHPL's sole responsibility to Seller/Service Provider shall be to pay the agreed price for such Products as have been delivered as of the time such cancellation is effective and to reimburse to Seller/Service Provider its actual costs of materials and direct labor expended by it in reasonable anticipation of its fulfillment of this Agreement which are not recoverable by Seller/Service Provider, provided that no allowance shall be made to Seller/Service Provider for any overhead or anticipated profit for undelivered Product, CSHPL's maximum liability on account thereof shall be the agreed price for the Products as set forth in paragraph 1 above, and Seller/Service Provider shall deliver to CSHPL any inventory paid for by CSHPL under this paragraph 4.

#### **IX. Force Majeure**

In case of Act of God, labour disputes, civil commotion, governmental or other public authorities' actions and other non-foreseeable, inescapable and serious events the contracting Parties shall be temporarily relieved from their obligations during the period of time such events continue to prevent one Party from fulfilling its contractual obligations, provided however that the Party concerned has informed the other Party in writing of the Force Majeure event promptly upon its occurrence. Should at least one of the Parties be relieved under this clause for a period of 4 or more consecutive weeks, each Party is entitled to terminate the orders or contracts without prior notice.

#### **X. Subcontracting to third parties**

Subcontracting to third parties shall not be permissible without CSHPL's prior written approval, which cannot be unreasonably withheld by CSHPL.

#### **XI. Materials and documents provided by CSHPL**

1. Any materials provided or fully paid for by the CSHPL for the purpose of manufacture of the goods by Seller/Service Provider shall remain sole property of the CSHPL and shall be stored separately, marked as such and kept free of charge. The materials shall not be used other than for the purpose of CSHPL's orders or contracts. Seller/Service Provider ensures maintenance of adequate insurance coverage for the stored materials and shall compensate CSHPL for any damage to or loss of CSHPL's materials.
2. The Seller/Service Provider shall process or work the materials on behalf of the CSHPL who shall gain partial ownership of the new or worked item corresponding to the value of the CSHPL's materials compared to the new or worked item. The new or worked item owned by CSHPL shall be considered materials provided by CSHPL to Seller/Service Provider.
3. Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc., and any copies hereof provided by the CSHPL, as well as items made with or to them, shall not without the CSHPL's written approval be passed on to third parties nor used for purposes other than those specified in the contract. They shall be kept strictly confidential and safeguarded against unauthorised inspection or use. Without prejudice to any further rights, the CSHPL shall be entitled to demand their return to him in case of a violation of this clause by Seller/Service Provider.
4. The Seller/Service Provider may not make available to third parties information acquired from the CSHPL unless such information is of general nature, publicly known or was otherwise lawfully in Seller/Service Provider's possession.

# CORNING

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## XII. Intellectual Property Rights

1. The Seller/Service Provider shall be liable for any claim which, by use of the goods according to the terms and purpose of the contract, result from the infringement of intellectual property rights, either granted, applied for or existing under applicable law, and shall hold harmless CSHPL and CSHPL's customers of all liabilities arising from making use of such intellectual property rights.

2. The afore-stated provision shall not apply if and to the extent the infringement of intellectual property rights is caused i) by the use of delivered goods being manufactured by Seller/Service Provider according to drawings, models or similar descriptions provided by CSHPL, ii) by alterations or variations of the goods by CSHPL after delivery by Seller/Service Provider.

## XIII. Assignment of receivables

Seller/Service Provider shall not assign his receivables to third parties nor to have such receivables collected by third parties without CSHPL's prior written consent, which shall not be unreasonably withheld.

## XIV. Indemnity for Injury to Persons or Property

Seller/Service Provider will defend, indemnify and hold harmless CSHPL and its officers, directors, employees, and affiliates from and against any and all costs (including reasonable attorneys' fees incurred), expenses, damages, liabilities, penalties, personal injuries or judgments suffered or incurred by any individual or to any real or personal property attributable to the Products, their use or to Seller/Service Provider's actions or omissions.

## XV. Miscellaneous

1. In the event one of the Parties ceases payments, or insolvency or non-judicial settlement proceedings are applied for, the other Party shall be entitled to rescind orders or contracts to the extent the Party has not yet received goods and services or payments. However rescission may also cover goods, services or other contractual items already delivered, if the receiving Party does not have any use for such partial deliveries.

2. Should a provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision by a valid provision corresponding as close as possible to the legal and economic purpose of the invalid provision.

3. Modifications and / or amendments to these Conditions of Purchase must be in writing. This also applies to modifications of this Section XII.3.

## XVI. Venue, applicable law

1. Place of jurisdiction shall be **CSHPL's main seat of registration**.

2. The law of the CSHPL's main seat of registration shall apply. The application of the United Nations Convention on Contracts for International Sale of Goods shall be excluded.

## XVII. Supplier Code of Conduct.

Buyer's Supplier Code of Conduct (the "Code"), available at <https://www.corning.com/worldwide/en/sustainability/processes/supply-chain-social-responsibility/supplier-responsibility/supplier-code-of-conduct.html> sets out basic requirements for doing business with Buyer. By entering into this Agreement, Seller acknowledges these requirements and agrees to comply with the Code. Any violation by Seller of the Code may be deemed to be a material breach of this Agreement. Notwithstanding anything to the contrary in this Agreement and without prejudice to any other available remedy, Buyer reserves the right to terminate this Agreement and any other contract or business relationship with Seller in the event of any violation of the Code by Seller.