

TERMS AND CONDITIONS OF TRADE SINGAPORE

DTG Medical Pte Ltd 201917873G with business address at 438B Alexandra Road #06-03 Alexandra Technopark Tower B Singapore 119968 including any of its subsidiary companies ("**DTG Medical**") offers to sell Goods on the following terms and conditions ("**Terms**")

1. INTERPRETATION

In these Terms:

- a. "**Business Day**" means a day in which banks are open for business and specifically excludes Saturdays, Sundays and Public Holidays in Singapore;
- b. "**Consumer**" means the definition of "consumer" in section 1 of the Singapore Consumer Law;
- c. "**Goods**" means any medical goods and services supplied by DTG Medical;
- d. "**Grantor**" means the grantor of any security interest in the Goods, and is usually the Purchaser;
- e. "**Order**" means an order (whether in writing, orally or through the Website) by the Purchaser to purchase Goods from DTG Medical;
- f. "**Purchaser**" means the purchaser of the Goods;
- g. "**Purchase Order**" means the written order provided to DTG Medical by the Purchaser; *
- h. "**Sale of Goods Act**" means the Sale of Goods Act, Chapter 393 of Singapore, as amended from time to time;
- i. "**Singapore Consumer Law**" means the Consumer Protection (Fair Trading) Act, Chapter 52A of Singapore, as amended from time to time;
- j. "**Warranty Period**" means the warranty period for the Goods being in accordance with the manufacturer's warranty period; and
- k. "**Website**" means the internet based portals that DTG Medical uses to provide information about it as a company and to provide access to its digital services.

Nothing in these Terms shall be read or applied so as to exclude, restrict or modify or have the effect of excluding or modifying any condition, warranty, guarantee, right or remedy implied by law (Including the Sale of Goods Act and Singapore Consumer Law) and which by law cannot be excluded, restricted or modified.

2. GENERAL

2.1 The Goods and all other products and services sold and/or provided by DTG Medical are sold on these Terms.

2.2 These Terms (which may only be waived or amended in writing and signed by DTG Medical) will to the extent of any inconsistency prevail over all and any terms or conditions of the Purchaser's Order.

2.3 If the Purchaser accesses the Website, including for the purchase of Goods, the Purchaser is responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions.

3. QUOTATIONS

3.1 If a quotation is provided to the Purchaser by DTG Medical, then unless withdrawn, the Purchaser may place an Order based on this quotation within the period stated on the quotation or, where no period is stated, within thirty (30) days after the date shown on the quotation.

3.2 A quotation does not constitute an offer to sell and/or provide Goods but is an invitation to treat only. DTG Medical reserves the right to refuse any Order based on its quotation within seven (7) Business Days after the receipt of a Purchaser's Order.

3.3 A contract will be formed between DTG Medical and a Purchaser on the acceptance by DTG Medical of a Purchaser's Order and not otherwise. This acceptance will be provided to the Purchaser within seven (7) Business Days of receipt of the Purchaser's Order.

4. ONLINE ORDERS

4.1 Pricing of select Goods may be provided on the Website and for these Goods no quotation will be required.

4.2 Purchasers may have the option to purchase these Goods directly from the Website. Where DTG Medical accepts the Purchaser's Order through the Website, subject to the fulfillment of the conditions below, DTG Medical will provide written acceptance in the form of an email or receipt within seven (7) Business Days of receiving the Purchaser's Order through the Website.

4.3 In order to submit an Order for the Goods through the Website, the Purchaser must create and subsequently log in to an account on the Website. By creating an account, the Purchaser agrees to providing Purchaser information, including but not limited to the Purchasers name (or company name), a contact number, email address and address for delivery. This information will be subject to DTG Medical privacy policy which can be accessed at online.dtgmedical.com.sg/privacy

4.4 Before Purchasers can submit an online Order for the Goods, Purchasers will be required to:

- a. confirm that they have read these terms and conditions and that they agree to be bound by them;
- b. where purchasing on behalf of a company, confirm that they have the appropriate permissions or authority to purchase the Goods; and
- c. insert a valid and appropriate Purchase Order number.

4.5 It is the responsibility of the account holder to ensure any persons who have access to the Website for the purpose of commercial transactions are authorised to do so, and the account holder is responsible for notifying DTG Medical of the termination of the user account or, where available, will use the system to terminate this user account themselves.

4.6 All transactions entered into on the Website will be treated by DTG Medical as genuine and valid orders and DTG Medical accepts no responsibility or liability for transactions or representations made by any user that does not have appropriate permissions or authority to enter into the transactions. Any representation made that a user works for a Health Care provider or that a user has a valid importer's or wholesaler's licence granted pursuant to the Health Products Act of Singapore, the Health Product (Therapeutic Products) Regulations 2016 of Singapore and/or the

Health Products (Medical Devices) Regulations 2020 of Singapore will be taken as valid by DTG Medical and if found to be contrary will be treated as fraudulent misuse of the Website by the user.

5. PRICES

5.1 All prices quoted either on the Website or included in a quotation are exclusive of all taxes, insurance and transport which will be the sole responsibility of the Purchaser, unless otherwise agreed in writing.

5.2 Prices for Goods will be charged at:

- a. where a quotation has been provided, the price stated by DTG Medical on a non-expired quotation;
- b. where there is no quotation, the pricing ruling at the date of dispatch; or
- c. the pricing detailed on the Website.

5.3 All pricing on the Website is subject to change without notice.

6. DELIVERY

6.1 DTG Medical only delivers to addresses in Singapore.

6.2 The Goods will be deemed to be delivered to the Purchaser at the time the Goods arrive at the Purchaser's premises. DTG Medical may arrange for transport of the Goods to a destination nominated by the Purchaser and the cost of such transport will be added to the price of those Goods.

6.3 Goods are at the Purchaser's risk from the time of delivery. The Purchaser is responsible for arranging any insurance over the Goods after delivery.

6.4 DTG Medical will not be liable for any loss occasioned by delay in delivery of and/or the procuring of Goods, whether consequential or otherwise.

6.5 If the Purchaser disputes proof of delivery, details of this dispute must be provided in writing to DTG Medical within seven (7) Business Days of delivery.

7. PAYMENT

Payment for Orders through a quotation

7.1 Where a quotation has been provided by DTG Medical and a Purchaser has placed an Order that has been accepted by DTG Medical, DTG Medical terms of payment are thirty (30) days from the date of the relevant invoice, unless otherwise stated on such invoice.

7.2 DTG Medical reserves the right to require payment with the order or satisfactory evidence of the ability of the Purchaser to pay for the Goods ordered by the Purchaser. Interest at 10.5% per annum is payable on amounts which are more than thirty (30) days overdue. Credit cards are accepted but surcharges may apply.

Payment for Orders through the Website

7.3 Where Goods are directly purchased from the Website by the Purchaser, the Purchaser will login to its account (as detailed in clause 4.3) and either pay on account (where this has been approved in advance), or through one of the other digital payment gateways offered. Payment gateways may or may not attract additional charges. Any additional fees or charges will be shown and need acceptance on checkout for the Order to be processed.

7.4 If the Purchaser has not been pre-approved to pay on account, then full payment for the Order must be processed through the Website before the Goods will be dispatched.

7.5 Once payment has been processed an order confirmation on screen or an email and receipt will be sent through to the Purchaser's email address.

8. TRANSFER OF PROPERTY

Title to Goods

8.1 Title to the Goods remains with DTG Medical until all monies owing to DTG Medical on any account have been paid or title to the Goods is vested in some other person by operation of law.

8.2 Until title to the Goods passes, the Purchaser will keep the Goods free from any charge, lien or other encumbrance.

8.3 Until title to the Goods passes, the Purchaser will:

- a. hold the Goods on a fiduciary basis as bailee for DTG Medical;
- b. keep the Goods separate from all other goods in its possession and marked in such a way that the Goods are clearly identified as the property of DTG Medical;
- c. upon request deliver up the Goods (or such part of them that have not ceased to be in existence or resold) to DTG Medical (for which purpose DTG Medical's employees or agents may enter the Purchaser's premises) and the Purchaser is obliged to deliver up the Goods if so directed by DTG Medical in accordance with DTG Medical's rights as an unpaid seller under Part V of the Sale of Goods Act; and
- d. not intermingle any sums the Purchaser receives from any sale made by it or on its behalf of the Goods and will hold such sums as trustee on behalf of DTG Medical and account fully to DTG Medical for such sums promptly as and when required by DTG Medical.

9. REGISTRATION OF SECURITY INTEREST

The Purchaser and Grantor (if different) acknowledge that DTG Medical may register a security interest(s) in the Goods, at its discretion.

10. WARRANTIES

10.1 DTG Medical warrants all Goods sold by it will be in accordance with the relevant manufacturer's specifications.

10.2 DTG Medical Goods come with implied conditions that cannot be excluded under the Singapore Consumer Law. The Purchaser is entitled to a replacement, refund or to have the Goods repaired or replaced if the Goods are not of satisfactory quality or fail to conform to their description.

10.3 DTG Medical will, at its option either repair or replace any defective Goods or parts thereof with a new or remanufactured equivalent during the Warranty Period at no charge to the Purchaser for parts or labour.

10.4 The warranty described in this clause 10 will be the sole and exclusive warranties granted by DTG Medical and will be the sole and exclusive remedy available to the Purchaser in addition to the rights and remedies of the Purchaser under a law in relation to the Goods to which this warranty relates.

10.5 All implied warranties are limited to the Warranty Period.

10.6 No other person or entity is authorised to make any warranties other than those described in this clause 10, or to extend the duration of any warranties beyond the Warranty Period on behalf of DTG Medical.

10.7 Correction of defects during the Warranty Period will constitute complete fulfillment of all liabilities and responsibilities of DTG Medical to the Purchaser with respect to the Goods and will constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. In no event will DTG Medical be liable, or in any way responsible, for any damages or defects in the Goods which were caused by repairs or attempted repairs performed by anyone other than DTG Medical or an authorised service provider.

10.8 This warranty does not apply to any appearance of the supplied Goods nor to any supplied Goods the exterior to which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been modified or altered in design or construction. In addition, the warranty coverage does not apply to defects caused by the supplied Goods being subjected to the following; unauthorised modifications or connections, unauthorised opening or repair, repair by use of unauthorised parts, accident, force majeure, or other acts beyond the reasonable control of DTG Medical.

10.9 This warranty does not cover death or injury to persons resulting from any cause other than proven negligence of DTG Medical, its employees or representatives.

10.10 In order to enforce the rights under this warranty, the Purchaser must provide proof of purchase to DTG Medical. The proof of purchase must state the

date of the purchase, provide a description of the Goods and the price paid for the Goods.

10.11 A claim made by a Purchaser should be made in writing to DTG Medical along with the proof of purchase. The costs of transportation of the Goods will be borne by the Purchaser. If the claim is valid DTG Medical will reimburse the Purchaser for the costs of transportation of the Goods.

10.12 To the extent that the Purchaser is considered a Consumer under the Singapore Consumer Law, then the following statement applies, "Our goods come with guarantees that cannot be excluded under the Singapore Consumer Law. You are entitled to a replacement or refund, or to have the goods repaired and compensation for any other reasonably foreseeable loss or damage."

11. EXCLUSION OF LIABILITY

11.1 To the maximum extent permitted by law, DTG Medical liability for breach of a condition or warranty given by DTG Medical or implied by operation of or guarantee under the Sale of Goods Act and/or Singapore Consumer Law is limited to:

- a. in the case of Goods, any one the following:
 - i. the return of Goods and refund of payment made by the Purchaser to purchase the Goods;
 - ii. the replacement of Goods or the supply of equivalent goods;
 - iii. the repair of Goods;
 - iv. the payment of the cost of replacing Goods or of acquiring equivalent Goods;
 - v. the payment of the cost of having the Goods repaired;
- b. in the case of services
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

11.2 Except as provided in these Terms, DTG Medical will not be liable or in any way responsible for incidental or consequential, economic or property damage, except where DTG Medical is in breach of the guarantees provided to the Purchaser in accordance with the Singapore Consumer Law, or applicable legislation from

time to time provided always that nothing in this clause or elsewhere in these Terms will adversely affect the rights of the Purchaser under relevant legislation.

12. RETURNS AND EXCHANGES

12.1 The Purchaser must inspect the Goods as soon as is reasonably practicable after delivery.

12.2 If any or all of the Goods delivered were damaged, defective, or incorrect when delivered, then the Purchaser must give DTG Medical written notice of that fact within seven (7) Business Days after the delivery date.

13. CANCELLATION OF ORDERS

No Order shall be cancelled or deferred without the prior written consent of DTG Medical.

14. RE-STOCKING CHARGE

Goods may only be returned with the approval of and at the sole discretion of DTG Medical. Goods so returned will be subject to a re-stocking charge of 15% of their invoiced value.

15. PRIVACY

15.1 All transactions will be governed by DTG Medical's privacy policy which can be found at online.dtgmedical.com.sg/privacy

15.2 If the Purchaser uses any of the services provided on the Website, specifically to set up an account to purchase the Goods, DTG Medical will require the Purchaser to provide certain information about the Purchaser, including the Purchaser's name, address, email address and phone number. This information is required to enable DTG Medical to process the Order/s correctly and effectively. DTG Medical may also use the information provided by the Purchaser to conduct a credit check,

the approval of which will be required before the Purchaser has the ability to pay on account.

15.3 The Purchaser must comply with all applicable laws which apply to the collection, use and disclosure of personal information including, but not limited to, obtaining and recording relevant patient consent for personal information to be disclosed to DTG Medical or to an offshore entity for the provision of technical support services.

15.4 DTG Medical will only ask for and use personal information reasonably necessary for or directly related to DTG Medical's functions and activities as a provider of medical devices.

15.5 When a Purchaser visits the Website, the web server automatically logs certain non-personally identifiable data about the visit.

15.6 DTG Medical uses software to measure and audit activity on the Website.

15.7 The Purchaser may contact DTG Medical's Data Protection Officer at online.dtgmedical.com.sg/privacy to find out what information DTG Medical has collected.

15.8 DTG Medical's online payment portal uses a secure transaction environment to ensure that Purchaser information is safe and secure at all times. The technology employed works by encrypting the Purchaser's information which the Purchaser enters in on the Website which prevents the information being intercepted by an unauthorised party. No payment details are stored in DTG Medical's database.

15.9 Unless otherwise provided in DTG Medical's privacy policy, DTG Medical will not provide the Purchaser's personal information to third parties without the Purchaser's prior written consent.

16. GOVERNING LAW

These Terms are governed by and will be construed in accordance with the laws of Singapore.

17. LEGISLATION

These Terms are governed by the Sale of Goods Act, Singapore Consumer Law and the Personal Data Protection Act 2012 of Singapore ("**Acts**"), as amended from time to time. Any capitalised words, used in these Terms, but not defined in these Terms will take on the meaning of such defined words in the Acts and if not defined in the Acts, then its ordinary meaning.

18. SEVERANCE

If any of these Terms are held by a Court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed from the Terms and the remainder of these Terms will continue to be effective and valid notwithstanding such severance.