

WEBSITE TERMS AND CONDITIONS

Thank you for visiting the Chuan Kok website (the “**Website**”).

Your visit to the Website is subject to these *Terms and Conditions* and our *Privacy Policy*. Please read the below terms and disclaimers carefully.

Chuan Kok Hardware & Machinery Pte Ltd (“**CHUANKOK**,” “**we**,” “**us**,” or “**our**”) provides the content and services available on the Website to you subject to the following terms and conditions, our **Personal Data Policy** and other terms and conditions and policies which you may find throughout our Website in connection with certain functionality or features, all of which are deemed a part of and included within these terms and conditions (collectively, “**Terms and Conditions**”). You may be accessing our Website from a computer or mobile phone device and these Terms and Conditions govern your use of our Website and your conduct, regardless of the means of access. By accessing or using the Website, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions.

We also like to interact with you on third party Websites where we post content or invite your feedback, such as Facebook, Instagram and LinkedIn (“**Third Party Websites**”). Our Terms and Conditions may provide guidelines in connection with our interactive services, including services that involve Third Party Websites, but CHUANKOK does not control those Third Party Websites, and these Terms and Conditions do not apply to companies that we do not own or control, or to the actions of people that we do not employ or manage. You should always check the terms of use posted on Third Party Websites.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU MAY NOT USE OUR WEBSITE.

1. Privacy

Please review our Personal Data Policy, so that you may understand our privacy practices.

2. Accuracy of Information

We attempt to be as accurate as possible when providing you with information on this Website; however, to the extent permitted by applicable law, we do not warrant that the content available on the Website is accurate, complete, reliable, current, or error-free.

3. Intellectual Property

3.1 All information and content available on the Website and its “look and feel”, including but not limited to trade marks, logos, service marks, text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the “**Content**”). The Content is the exclusive property of CHUANKOK, our affiliates, partners or licensors, and is protected by Singaporean and international laws, including laws governing copyrights and trade marks.

3.2 Except as set forth in the limited licences in Paragraph 4, below, or as required under applicable law, neither the Content nor any portion of the Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

4. Limited Licences

4.1 We grant you a limited, revocable, non-transferable, and non-exclusive licence to access and make personal use of the Website. You understand and agree that you will not do or attempt to do or cause any third party to do or attempt to do any of the following in connection with your use of the Website:

- (a) frame or utilize framing techniques to enclose the Website or any portion thereof;
- (b) use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Website, Content (except caching or as necessary to view the Website), or the personal information of others without our prior written permission or authorization;
- (c) make any use of the Website or any Content other than for personal use;
- (d) modify, reverse engineer or create any derivative works based upon the Website or any Content;
- (e) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (f) "stalk" or otherwise harass including advocating harassment of another, entrap or harm any third party including harming minors in any way;
- (g) intentionally violate any applicable local or international law;
- (h) transmit, upload, post, e-mail, share, distribute, reproduce, or otherwise make available any software viruses, malware, program, code, file, or other material intended to interrupt, disrupt, alter, destroy, or limit any part of the Website; and/or
- (i) engage or make any unsolicited or unauthorized advertising, solicitation or promotional material, including chain letters, mass mailings, or any form of "spam."

4.2 We also grant you a limited, revocable, non-transferable, and non-exclusive license to create a hyperlink to the home page of the Website for personal, non-commercial use only. A website that links to the Website (i) may link to, but not replicate, any and/or all of our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive controversial or illegal or inappropriate for any ages (as determined in our sole discretion); (v) may not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; and/or (vi) may not link to any page of the Website other than the home page. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link and cease any linking unless separately and expressly authorized in writing by us to resume linking.

4.3 Any unauthorized use by you of the Website or any and/or all of our Content automatically terminates the limited licences set forth in this Paragraph 4 without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

5. Your Obligations and Responsibilities

5.1 By accessing or using the Website or any Content, you agree that you will comply with these Terms and Conditions and any warnings or instructions on the Website. You agree that when accessing or using the Website or any Content, you will act in accordance with the law, custom and in good faith. You may not make any change or alteration to the Website or any Content or services that may appear on this Website and may not impair in any way the integrity or operation of the Website. Without limiting the generality of any other provision of these Terms

and Conditions, if you negligently or willfully breach any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to CHUANKOK, our subsidiaries, affiliates, partners or licensors.

- 5.2 If you access the Websites via your mobile phone, we do not currently charge for this access. Please be aware that your carrier's normal rates and fees, such as data charges, will still apply.

6. Third Party Links

We are not responsible for the content of any off-website pages or any other websites linked to or from the Website including Third Party Websites. Links appearing on the Website are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-website pages or other websites including Third Party Websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-website pages or any other websites linked to or from the Website (including Third Party Websites), nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites (including Third Party Websites) that you visit.

7. User Content

- 7.1 When you transmit, upload, post, e-mail, share, distribute, reproduce or otherwise make available suggestions, ideas, inquiries, feedback, data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials ("**User Content**") on the Website in any manner (including, but not limited to, through the "**Contact Us**" form) you are entirely responsible for such User Content. You hereby grant to us a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free licence to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, and otherwise exploit such User Content throughout the world, in all media now known or hereafter developed, for any purpose whatsoever, including without limitation, developing, manufacturing, distributing and marketing products.
- 7.2 You represent and warrant that you own or otherwise control the rights to your User Content. You agree not to engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing, sharing, distributing, reproducing, or otherwise making available User Content that (a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) you do not have a right to make available under any law or under contractual or fiduciary relationships; (c) is known by you to be false, fraudulent, inaccurate or misleading; (d) you were compensated for or granted any consideration by any third party; or (e) infringes any patent, trade mark, trade secret, copyright or other proprietary rights of any party.
- 7.3 We are in no way responsible for examining or evaluating User Content, nor do we assume any responsibility or liability for the User Content. We do not endorse or control the User Content transmitted or posted on the Website and therefore, we do not guarantee the accuracy, integrity or quality of User Content. You understand that by using the Website, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will we be liable in any way for any User Content, including without limitation, for

any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content transmitted, uploaded, posted, e-mailed or otherwise made available via the Website. You hereby waive all rights to any claims against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with User Content.

- 7.4 You acknowledge that we have the right (but not the obligation) in our sole discretion to refuse to post or remove any User Content and we reserve the right to change, condense, or delete any User Content. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, we have the right to remove any User Content that violates these Terms and Conditions or is otherwise objectionable and we reserve the right to refuse service and/or terminate accounts without prior notice for any users who violate these Terms and Conditions or infringe the rights of others.
- 7.5 If you wish to delete certain public User Content, such as your posting(s), on our website or in connection with our mobile applications, please contact us by email at news@chuankok.com and include the following information in your deletion request: first name, user name/screen name (if applicable), email address associated with our website and/or mobile applications, your reason for deleting the posting, and date(s) of posting(s) you wish to delete (if you have it). We may not be able to process your deletion request if you are unable to provide such information to us. Please allow up to ten (10) business days to process your deletion request. We also note that it may not be possible to entirely delete posting(s) because cached web pages may continue to exist.

8. Notices of Claimed Copyright Infringement

- 8.1 We respect the intellectual property of others and require that users of the Website do the same. We also maintain a policy that provides for the termination in appropriate circumstances of the Websites' use privileges of users who are repeat infringers of intellectual property rights. Consistent with the Copyright Act, if you believe that copyrighted materials have been copied in a way that constitutes copyright infringement, please send an e-mail to news@chuankok.com for notices of infringement and provide the following:
- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that you claim is infringed;
 - (b) Identification of the copyrighted work(s) that you claim has been infringed;
 - (c) A description of the material that you claim is infringing and the location of that material on the Website;
 - (d) Your address, telephone number and email address;
 - (e) A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

9. Representations and Warranties; Limitation of Liability

THE WEBSITE AND ITS CONTENT AND SERVICES ARE PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR

IMPLIED, IN CONNECTION WITH THESE WEBSITE TERMS AND CONDITIONS OR THE WEBSITE OR ITS CONTENTS OR SERVICES.

YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBWEBSITE LINKS ON THE WEBSITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE WEBSITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (f) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (g) EVENTS BEYOND OUR REASONABLE CONTROL.

FURTHER, WE WILL NOT BE LIABLE IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE WEBSITE OR YOUR USE THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

YOU AGREE THAT NO CLAIMS OR ACTION IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, THE USE OF THE WEBSITE OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE.

10. Indemnification

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including legal fees on an indemnity basis, resulting from any third party claim, action, or demand arising from (i) your use of the Websites or the Website Content in violation of any law, rule, regulation or breach of these Terms and Conditions, or (ii) any part of User Content. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

11. Disputes

- 11.1 With respect to any dispute, claim or controversy regarding the Website, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of Singapore, as if the Terms and Conditions were a contract wholly entered into and wholly performed within Singapore. ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE, THESE WEBSITE TERMS AND CONDITIONS, OR THE RELATIONSHIP BETWEEN THE PARTIES (OTHER THAN CLAIMS RELATING TO THE intellectual property rights OF CHUAN KOK OR OUR AFFILIATES, partners or licensors or CLAIMS in equity) SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN SINGAPORE AND YOU AGREE TO SUBMIT YOURSELF TO THE JURISDICTION AND PROCEEDINGS THEREOF. ARBITRATION MEANS THAT AN ARBITRATOR(S) WILL DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO SUE IN COURT OR TO HAVE A JUDGE DECIDE YOUR

CLAIM. YOUR RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY ALSO BE LIMITED IN ARBITRATION. It is further agreed that any dispute over the scope of this arbitration provision and any dispute as to whether a claim is arbitral shall be submitted to the arbitrator for decision. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to jurisdiction and venue in any such court for such purposes. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party subject to this Terms and Conditions, whether through class arbitration proceedings or otherwise.

- 11.2 You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually, and (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. Consent to Receive Notices Electronically by Posting on the Website and Via Email

- 12.1 You consent to receive any agreements, notices, disclosures and other communications (collectively, "**Notices**") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Website. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at news@chuankok.com and discontinue your use of this Website. In such event, all rights granted to you pursuant to these Terms and Conditions, including but not limited to the limited licences set forth in Paragraph 4 hereof, shall automatically terminate. Unfortunately, we cannot provide the benefits of this Website to any user that cannot consent to receipt of Notices electronically.
- 12.2 Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our *Personal Data Policy*.

13. General

- 13.1 You acknowledge and agree that these Terms and Conditions; the Quotation; the Standard Terms; and our Personal Data Policy constitute the complete and exclusive agreement between us concerning your use of the Website, and supersede and govern all prior proposals, agreements, or other communications.
- 13.2 We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Website and providing notice of such change. Any changes are effective immediately upon posting to the Website and release of notice of such change. Your continued use of the Website thereafter constitutes your agreement to all such changed Terms and Conditions. We may, with or without prior notice, terminate any of the rights granted by

these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Website.

- 13.3 Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole but these Terms and Conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision.