

GENERAL TERMS AND CONDITIONS

As at 12/2021

In these General Terms and Conditions, the terms “we”, “our”, “us” and “Balluff” shall all refer to and mean Balluff Asia Pte Ltd.

1. General - Additional Agreements/Amendments - Offers

- 1.1 All of our deliveries of products and services (hereinafter referred to as “**Service(s)**”) are subject exclusively to the following General Terms and Conditions (hereinafter referred to as “**Terms and Conditions**”). We do not accept conflicting, differing and/or terms and conditions not contained in these Terms and Conditions unless expressly agreed upon their application in writing. This also applies in cases where we perform deliveries of products and services with the knowledge of conflicting, differing conditions or conditions that are not contained in our Terms and Conditions or if you unilaterally refer in your request, your order or in any other context to the application of other terms and conditions.
- 1.2 Our sales personnel are not authorized to amend any parts of these Terms and Conditions or make any additional agreements, oral or otherwise.
- 1.3 Unless otherwise expressly agreed upon, our offers for price and performance are not binding. The order does not become binding for us until we confirm it in writing or tacitly accept it by performance or issuance of an invoice.
- 1.4 All contracts concluded with you are under the condition precedent that the necessary export licenses will be granted upon application. In particular, there must be no obligations or obstacles falling upon us in our position as an exporter, and there must be no conflicts with any export regulations or conditions imposed by regulators which must be observed by us or our suppliers.
- 1.5 Unless otherwise expressly agreed upon, illustrations, drawings, calculations and other product, application or project-related documents which contain valuable know-how or valuable information remain our sole property and are subject to our copyright even if handed over to you; they may not be reproduced or made available to third parties without our prior written consent.

2. Delivery - Date of Delivery - Extension of the Delivery Period - Part Performance

- 2.1 Unless otherwise expressly agreed upon, the time of delivery or performance is not of the essence. Balluff shall use its reasonable endeavours to meet delivery dates but such dates are approximate only.
- 2.2 The delivery period and the period for service does not commence until all details are clarified and both parties have agreed on all the conditions of business. The prerequisites for adherence to delivery periods and to periods for service are:
 - all documents which are to be provided by you have reached us on time;
 - all approvals and releases which are to be provided by you have been issued on time;
 - your contractual obligations, particularly your payment obligations, have been met in full and on time.
- 2.3 Unless otherwise expressly agreed upon, the delivery period is considered to have been met if the operational shipment has left our plant within the agreed delivery period.
- 2.4 The delivery period shall be reasonably extended if:
- 2.5 the failure to comply with the delivery period is due to force majeure, i.e. an unforeseen event on which we have no influence, beyond our reasonable control and which we are not responsible for (including but not limited to official actions and orders (irrespective if they are valid or invalid), fires, floods, storms, explosions, pandemics or other natural disasters); Any party's failure to pay or other circumstances which may make the terms of this contract unattractive to a party shall not be an event of force majeure in any event. This shall also apply if force majeure occurs during an undue delay in delivery and if a supplier engaged by us is affected by force majeure;
 - necessary approvals or documentation from third parties which are to be provided by you are not presented in time;
 - the necessary specifications are not made known by you, to us, in time.
- 2.6 Service(s) may be provided in instalments insofar as you can be reasonably expected to accept this. In such event, we are also entitled to invoice such instalments separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 2.7 In the event a delivery is delayed at your request or due to circumstances for which you are responsible for, we are, upon demonstration of readiness to ship, entitled to charge you the costs resulting from storage which shall be at minimum, 0.5% of the invoice amount for each week of delay (upon Balluff's reasonable discretion), and up to an aggregated maximum of 10% of the invoice amount. This shall not limit our rights to withdraw from the contract, to claim damages and to pursue our rights and remedies in law.
- 2.8 No order that has been agreed upon shall be cancelled or modified (or thereof) unless mutually agreed upon. We reserve the right to charge for losses, cost, damages, charges, and/or expenses incurred when the contract is terminated.

3. Force Majeure - Cancellation - Failure of Supplier

- 3.1 If it is impossible for us to fulfil the performance within an appropriate period of time due to force majeure (refer to the above in Section 2.4), both parties are entitled to withdraw in full or in part from the contract. The same applies to subsequent impossibility of performance of contract which we are not responsible for. No damages may be claimed for such a withdrawal. If one party intends to withdraw from the contract due to force majeure reasons it must inform the other party without delay.
- 3.2 You agree that we are released from our contractual obligations without any fault on our part if our suppliers do not supply us in time with the correct goods needed to fulfil our contractual obligations with you.

4. Retention of Title

- 4.1 We reserve the legal and beneficial title to all purchased goods until we receive we receive payment in full for all debts owed by you under all contracts entered between us at any given time. This also applies in cases where payment is held for certain requests made by you. If the retention of title is linked to special prerequisites or legal formalities in your country, you are required to notify us promptly and to ensure fulfilment at your sole expense.

- 4.2 Mixing, combining or processing of our products shall take place on behalf of us as the manufacturer, but without any obligation for us. If (joint) title is terminated due to mixing, combining or processing, it is agreed that we shall acquire joint title to the new item in proportion to the value of the product supplied by us compared with the other goods at the time of mixing, combining or processing. You have to store the new item(s) of which we have (joint) title for us at no charge to ourselves.
- 4.3 Authorized resellers are permitted to resell the goods in the course of ordinary business unless revoked by us. We may revoke this right of resale if (a) you stop payment, (b) you are in delay of payment, (c) if there are indications of deterioration of property, or (d) other circumstances after the conclusion of contract that lead us to reasonably believe that you will be in breach of the contract. For goods in which we have (joint) title, you hereby assign to us by way of security all rights or proceeds arising from resale of the items delivered to third parties or from any other cause to the extent permitted in law in the sum of the invoice value of the corresponding item. On demand you are obliged to provide us with written proof of assignment. You are authorized to collect the assigned claims against the third party in the course of ordinary business in your name. This collection authorization may be revoked by the same reasons as the right of resale. You must keep the proceeds of the sale in a separate, identifiable account until we have been paid in full.
- 4.4 As long as any goods are subject to retention of title or you are subject to any other obligation to vest or to arrange for the vesting of a similar security right on the products, you shall not grant a pledge on the products delivered by us or encumber them in any way. You shall promptly notify us in writing of any attachment or any other intervention by a third party, provide all information required, inform the third party of the title of Balluff, and to protect the products subject to retention. To the extent the third party is not able to reimburse us the judicial and extrajudicial costs for enforcing our title, you shall reimburse and indemnify us the loss and costs sustained by us in this connection.
- 4.5 We undertake at our discretion to release the collateral that we hold upon your request insofar as the value thereof exceeds the claim to be secured by more than 10 %.

5. Passing of Risk - Incoterms

- 5.1 Unless otherwise expressly agreed upon, delivery of Service(s) will take place "Ex works" (Incoterms in their latest applicable version, currently Incoterms 2020) at the place indicated in our offer or in our acceptance or if in our offer. In the event that no place is indicated, it shall be "Ex works" Singapore.
- 5.2 Unless otherwise expressly agreed upon, the risk of accidental destruction or accidental deterioration of the products passes on to you as soon as the products have been handed over to the person fulfilling the transport delivery obligations, and at the latest when the products leave our distribution centre. This also applies if we are the party handling the delivery. If shipment is delayed for reasons you are responsible for, the risk of accidental destruction or accidental deterioration of the products shall pass on to you upon us informing you that the products are ready for delivery.
- 5.3 If internationally customary shipping and risk bearing clauses are used in the contract, these are to be interpreted according to the international Rules for Interpretation of Trade Terms (Incoterms in their applicable version, currently Incoterms 2020).

6. Warranty Claims - Complaint Obligations

- 6.1 Unless otherwise expressly agreed upon, quality and usability are specified exclusively and exhaustively in the technical data sheet or in the instruction manual of the respective product.
- 6.2 In the event of a claim for supplementary performance (subsequent improvement or additional delivery) Balluff shall have the right to choose the most cost-effective alternative, provided that this alternative is not to your detriment.
- 6.3 Insofar as the expenses required for the purpose of subsequent performance are increased by the fact that you have taken the goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by you.
- 6.4 Complaints due to incomplete or incorrect delivery must be made to us in written form immediately but not later than one week following the delivery (for apparent/patent defects discoverable by physical inspection) or from the discovery of the defect (for latent defects). Otherwise the claim for warranty shall be null and void.
- 6.5 Warranty claims are subject to a limitation period of 24 months following transfer of risk. If delivery was delayed for reasons beyond our control, warranty claims are subject to a limitation period of 24 months following transfer of risk or 24 months after we first notified you that we were ready to deliver Service(s) (whichever period expires earlier).
- 6.6 If a certain number of operations or switching cycles are agreed for a product, this agreement is only valid until the limitation periods described in Section 6.5 above. If the agreed number of operations or switching cycles of a product is reached prior to the expiration of the limitation periods described in Section 6.5 above, all performance and warranty claims resulting from such an agreement shall be barred and we will not be liable for any claims of defect thereon. The agreement of a certain number of operations or switching cycles is only valid if the product is used under the conditions specified in the respective technical data sheet or instruction manual and within the limitation period prescribed.
- 6.7 Warranty claims are excluded among other things in cases of:
- failure of inspection and complaint of goods receivable as described in Section 6.4 and 6.5 above;
 - subsequent, unauthorized modification to the product unless there is evidence that the defect was not a result of such a modification.
 - defects which occur due to normal wear, improper usage or improper storage.
- 6.8 Compensation for damages shall only be made by us in accordance with Section 8.
- 6.9 You shall perform a reasonable inspection of the products upon delivery of each shipment of products hereunder.

7. Intellectual Property Rights - Defects of Title

- 7.1 Intellectual Property Rights shall mean patents, utility models, design patents, trademarks, including their applications, as well as copyrights (hereinafter referred to as "Intellectual Property Rights"). Unless otherwise expressly agreed upon, we are obliged to fulfil our contractual obligations free of Intellectual Property Rights only in the countries where the goods are produced or where delivery of the goods is made. Insofar as a third party raises any justified claims against you due to an infringement of Intellectual Property Rights through performances by us and used in conformity with the contract, we shall be liable to you within the period defined in Section 6.5. We shall at our discretion and at our expense either (a) acquire the rights of use for the performances in question, (b) modify them in such a manner that the Intellectual Property Rights are not infringed, or (c) exchange them. Should any of these options

- is not possible, you are entitled to withdraw from the contract or obtain a reduction in the price. Compensation for damages shall only be provided in accordance with Section 8.
- 7.2 We shall only be liable to you in accordance to Section 7.1 only if (a) you immediately inform us of the intellectual property rights claim by setting out full details of the relevant action, demand or claim (b) do not make any admission of liability or agrees any settlement or compromise of the relevant intellectual property right claim and (c) let Balluff at its request and own expense have the conduct of or settle all negotiations and litigation arising from intellectual property right claim.
- 7.3 Your claims are excluded insofar as you are responsible for the infringement of the Intellectual Property Rights.
- 7.4 Your claims are also excluded insofar as the infringement of Intellectual Property Rights is due to your special instructions or due to any use not to be foreseen by us or has been caused by the goods being altered by you without our authorization. In addition, you shall indemnify us against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by us in connection with any claim arising from such modification or use.
- 7.5 Claims against us or our agents due to defect in title over and above or other than those governed in this Section 7 are excluded.
- 7.6 Ownership of an Intellectual Property Right developed in the course of a contract shall reside solely with Balluff. In the event where you were significantly involved in the generation of the Intellectual Property Right, you agree to grant Balluff an irrevocable, royalty-free, non-exclusive right to use the Intellectual Property Right, unrestricted in terms of time, location and content.
- 8. Liability**
- 8.1 Except as expressly stated in these Terms and Conditions, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. We do not limit or exclude our liability for: death or personal injury caused by our negligence or wilful default; or fraud or fraudulent misrepresentation; or breach of any obligation implied by the Sales of Goods Act (Cap 393) or the Supply of Goods Act (Cap 394) or any other liability to the extent the same cannot be excluded or limited by law. Additionally, our liability arising out of or in connection of this contract shall not extend to any indirect losses (including but not limited to loss earnings or losses resulting from production interruptions loss of/damage to data or information systems, loss of contract or business opportunities, loss of anticipated savings, loss of goodwill, loss of use and any other indirect, special or consequential loss or damage).
- 8.2 Our total aggregate liability under or in connection with this contract, whether arising in tort (including negligence), contract or in any other manner shall not exceed [the total purchase price paid / net contractual amount] in respect of any one claim or series of related claims.
- 8.3 All limitations of liability shall apply to the same extent to our vicarious agents.
- 8.4 Further, no failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 9. Prices - Price Increases**
- 9.1 Our prices are net prices. They are "Ex works" (Incoterms in their latest applicable version, currently Incoterms 2020). Packing, shipping and insurance shall be billed separately unless otherwise expressly agreed. In addition, the prices are exclusive of the applicable tax (e.g. Goods and Services Tax).
- 9.2 In cases where the net invoice amount is below SGD 120 (or equivalent in Euro or USD), a shipping surcharge of SGD 20 (or equivalent in EUR or USD) is chargeable by Balluff. If delivery is to be made outside Singapore, the minimum order value shall be EUR 50.
- 9.3 All quotations are valid for 30 days only or may be extended to any date acceptable to you/at our discretion, and we have the right to alter the quotation after the expiration of the period or date without giving notice to you.
- 10. Payment Terms - Late Interest - Assignment**
- 10.1 Unless otherwise expressly agreed in writing by both parties, payment terms are cash in advance and in any case prior to the delivery of any Service(s).
- 10.2 Prices quoted by us may be in Singapore Dollar, Euros or US Dollars. When making payment to us, you agree to make full payment in the respective currency and amount quoted.
- 10.3 If payment is made via bank transfer, you shall bear all international and domestic bank charges and any administrative charges imposed by the banks.
- 10.4 Prices quoted are subject to 7% Goods and Services Tax unless it is for export shipment where the necessary export documentation are ready and presented to us (e.g. export permit, subsidiary export certificate and note of shipment document) on the date of shipment or within a week from the date of shipment.
- 10.5 Any payments made on the invoices, including deposit and late interest, are non-refundable and any Service(s) provided or to be provided are non-exchangeable.
- 10.6 If we reasonably believe that your financial situation deteriorates after conclusion of the contract or if we become aware of other facts after conclusion of the contract which justify the presumption that our claim against you is jeopardized by the inability to perform by you, we may demand corresponding adequate securities for our Service(s) and/ or revoke any payment terms granted. If you do not present the adequate securities requested by us within a reasonable time, we may withdraw from the contract without incurring any liability to you. Our existing rights to claim for Service(s) provided and work done in anticipation of providing the Service(s) shall remain unaffected.
- 10.7 Except with the prior written consent of Balluff, any contractual relationships and the associated rights are non-assignable.
- 10.8 If the costs to us of performing our obligations under any contract with you shall be varied by reason of the creation or amendment after the date of order acceptance of any law or of any order regulation or by-law having the force of law or any applicable standard, the amount of such increase or decrease shall, as applicable be added to or deducted from the contract price. This includes but is not limited to varying costs of customs and excise duties, levies, charges, imposts and the like. For the purpose of Clause 10, the term "cost" is deemed to include overheads and interest to be paid by us.

- 10.9 Exchange rate variation payable shall be calculated at the rate of exchange actually paid by us against the exchange rate in the quotation. If prices are expressed in different currencies and you seek or require payment in any different currency, you shall bear any foreign exchange risk arising from such payment.
- 10.10 Payment shall not be deemed to have been made before we have received the payment. Should you make default in respect of any payment due to us then we shall have the right, in addition to all other rights to which we are entitled at law, to: (a) charge interest on the overdue amount at three percent (3%) above the rate charged to us by our major banker for overdraft accommodation and calculated from the due date of payment to the actual date of full and final payment. Any payment subsequently made by you to us shall be credited first against any interest so accrued; (b) suspend all deliveries or works and any contract period shall be extended by the period of the suspension; or (c) terminate the contract.
- 11. Obligations in case of resale**
- 11.1 Where you resell any objects of delivery (i.e. Balluff products) you are obliged to observe all applicable and relevant regulations including the:
- a) Customs Act (Cap 70);
 - b) Regulation of Import and Exports Act (Cap 272A);
 - c) Strategic Goods (Control) Act (Cap 300);
 - d) the German Außenwirtschaftsgesetz (AWG);
 - e) German Außenwirtschaftsverordnung (AWV);
 - f) EU-Dual-Use-Directive (Directive (EU) Nr. 428/2009); and
 - g) US Export Administration Regulations (EAR).
- in their current valid version - and to obligate your customers accordingly.
- 11.2 You agree to indemnify us from all damages and costs as a result of the non-compliance with the regulations listed in this Section 11 and you agree to indemnify us and keep us harmless from any claims raised against us in connection therewith.
- 12. Return of electrical equipment**
- You are obliged to dispose the delivered products after the end of their use in accordance with the statutory provisions, in particular the Resource Sustainability Act (if applicable to you) and any other relevant regulations.
- 13. Data privacy**
- 13.1 With entering this agreement, it is deemed that you agree that we may collect, store and use personal information in relation to you or your company's directors and officers, for the purposes of considering any credit application from you or any other purpose related and incidental to the business relationship between you and Balluff Asia Pte Ltd.
- 13.2 When we disclose your Personal Data to our affiliates, business partners, and other parties, this will mean that your Personal Data may be transferred to countries outside Singapore, which have no comparable level of data protection so that an appropriate protection level is not guaranteed.
- If this is the case, we ensure that data protection is sufficiently guaranteed. This is possible through binding company rules, standard contractual terms on the protection of personal data, certificates, or recognized codes of conduct. Please contact our Data Protection Officer if you would like more information on this topic.
- Please note that particularly in the case of transmission to the USA there is a risk that your data may be processed by US authorities for control and monitoring purposes and you may not be entitled to any legal remedies.
- 13.3 We will not disclose any of your personal information to any third party except to obtain credit information, make an entry on your credit report, to enforce these Terms, or to comply with laws, regulations and authorities.
- 13.4 Please see our [privacy statement](#) for further information.
- 14. Place of Fulfilment - Place of Jurisdiction - Arbitration**
- 14.1 Place of fulfilment for all duties resulting from the contractual relationship is Singapore.
- 14.2 This Terms and Conditions shall be governed by the laws of Singapore.
- 14.3 Any dispute arising out of or in connection with this Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore, with arbitration proceedings in English to be heard before a single arbitrator.

Supplementary software conditions

For the use of separately purchased software ("Software as a Product"), our Terms and Conditions for the licensing of standard software for a fee or our Terms and Conditions for the free licensing of standard software or our Terms and Conditions for the adaption of standard software (customizing) in return for a fee shall apply with priority. Insofar as software is included in the scope of delivery of a Product and this is made available for use, whether for payment or free of charge, the following provisions shall apply in addition, whereby in the event of contradictions between the above and the following provisions with regard to Software, the following provisions shall take precedence:

15. Rights of use – Permitted Software Rights

- 15.1 We grant you the non-exclusive right to use the software for its intended purpose. The scope of intended use can be found in the respective software datasheet or the operating instructions for the software. The right of use is limited to the agreed period, in the absence of such an agreement the right of use shall be for an indefinite period.
- 15.2 You may only use the software with the hardware specified in the datasheet or the operating instructions, in the absence of such reference only with the Product delivered together with the software. The usage of the software with another device requires our prior written consent; You are not allowed to use the software contrary to any restriction or in a way that is not expressly permitted by the data sheet or the operating instructions. Otherwise, we are entitled to demand an appropriate additional remuneration, without limitation to all our other rights and remedies.
- 15.3 If several devices are mentioned in the datasheet or operating instructions, you may only use the software on one of these devices at the same time (single license), unless a multiple license (cf. Clause 15.11) has been agreed. If there are several workstations for one device where the software can be used independently, then the single license only covers one workstation.
- 15.4 The licensing of the software is effected solely in machine-readable format (object code).
- 15.5 If reasonably necessary, you may only make one copy of the software which can be used for backup purposes only (backup copy), provided that you keep accurate and up-to-date records of such copying containing such information as we reasonably request. Apart from that, you may only copy the software if a multiple license has been agreed as an exception.
- 15.6 Without prejudice to Section 239 Copyright Act 2021 (decompilation), you are not permitted to change, reverse engineer, adapt, disassemble, remove or translate the software, or any part of it, nor arrange or create derivative works based on the software. You may not remove alphanumeric and other identifications from the data carriers. They are to be transferred unmodified to every backup copy.
- 15.7 If there is good cause, we grant you the revocable right to transfer the right of use to the software to third parties. A transfer to a third party may only be effected together with the Product that you purchased in connection with the software. In the case of a transfer of the right of use to third parties, you shall ensure that no further rights of use to the software are granted to the third party other than you are entitled to according to these terms and conditions and those in the respective datasheet or the operating instructions, and that the third party shall be obliged to comply with at least the same obligations as are imposed herein with regard to the software. In the case of a transfer, you may not retain any copies of the software.
- 15.8 You are not entitled to grant sublicenses, assign, distribute, license, sell or otherwise deal in or encumber the software.
- 15.9 If you transfer the software to a third party, then you are responsible for compliance with any export requirements and shall indemnify us against any and all such cases of a culpable breach of duty.
- 15.10 Provided that we license you the software, for which we only have a derived right of use (third-party software), the terms of use agreed between us and the licensor shall apply in addition to the provisions of these supplementary software conditions. If and to the extent that we license you an open source software, the terms of use governing the open source software shall apply in addition to the provisions of these supplementary software conditions. We shall make reference to the existence and terms of use of licensed third-party and open source software in the datasheet or the operating instructions, as well as give you access to the terms of use upon request. In the case of a breach of these terms of use, our licensor or Balluff will be also entitled to assert any and all claims and rights in their own name.
- 15.11 You require a right of use to be agreed separately for using the software on several devices or simultaneously at several workstations. The same shall apply to the use of the software in networks, even if the software is not copied. In the aforementioned cases (hereinafter referred to as "multiple license"), the following provisions (a) and (b) apply in addition to the provisions according to 15.1 to 15.11 and also take precedence:
 - a) A prerequisite for a multiple license is express written confirmation from us about the number of permissible copies which you may create of the software, and about the number of devices or workstations on which the software may be used. For multiple licenses Clause 15.7 applies, however, on condition that the multiple licenses may only be transferred by you to third parties if they are transferred together and with all devices on which the software may be used.
 - b) You shall observe the instructions on copying provided by us together with the multiple license. You shall keep logs of the locations of all copies and present these to us on request.

16. Transfer of risk

When software is licensed using electronic communication media, for example via the Internet, the risk shall pass to you when the software leaves our sphere of influence (e.g. at the time of download).

17. Obligations to cooperate and liability

- 17.1 You shall take all necessary and reasonable measures to prevent or restrict damage by the software. In particular, you shall ensure the regular backup of programs and data.
- 17.2 Failing which, we shall not be liable for the consequential loss or damages arising thereof, particularly, not for the replacement of lost or damaged data or programs.

18. Material defects

- 18.1 The parties agree that software generally cannot be created without errors; this also applies to the software covered by these Terms and Conditions.
- 18.2 Material defect claims related to the software become time-barred after 12 months of the transfer of risk. This does not apply to any statutory limitation periods such as a liability for death or personal injury arising from negligence.

- 18.3 Software is considered to have a material defect only if you can prove that there are reproducible substantial deviations from the specification in the datasheet or the operating instructions. A material defect does not exist if it does not exist in the version of the software last transferred to you and its use is deemed reasonable for the buyer.
- 18.4 Material defect claims do not exist
- for damage arising as a result of incorrect or negligent use of the software
 - for damage arising from special external factors that are not preconditions in accordance with the contract
 - for unauthorised modifications made by you or third parties
 - for software expanded by you or a third party beyond an interface envisaged by us for this purpose
 - in a situation where the software is not compatible with the data processing environment used by you.
- 18.5 The claim for supplementary performance is fulfilled as follows in the case of software: We provide you with a new edition (Update) or a new version (Upgrade) of the software, at our discretion and provided we have such or it can be procured by us at a reasonable cost.
- 19. Intellectual Property Rights – Defects of title**
- 19.1 If a third party lodges claims on the grounds of an infringement of intellectual property rights ("IPR Claim") in relation to the software, we shall be liable according to Clause 7 within the period defined in Clause 18.2. However, we shall have no such liability if you:
- do not notify us in writing setting out full details of any IPR Claim of which you have notice as soon as is reasonably possible;
 - make any admission of liability or agree any settlement or compromise of the relevant IPR Claim without the prior written consent of us (which shall not be unreasonably withheld or delayed);
 - does not let us at our request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim; or
 - do not, at our request and own expense, give us all reasonable assistance in the circumstances described above.

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