

NDirect Customer Terms and Conditions

1. Definitions of Terms

- 1.1. **“Affiliate”** means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.
- 1.2. **“Agreement”** means the documents described in Contract Structure and Incorporation of Terms (these Terms and Conditions, the Quotation accepted by the Client, and the applicable Order), as amended in accordance with the Agreement.
- 1.3. **“Appointed Supplier”** means any third-party supplier appointed, selected or instructed by the Client to supply goods in relation to an Order where NDirect is not the seller of such goods.
- 1.4. **“Business Day”** means a day other than a Saturday, Sunday or public holiday in Singapore.
- 1.5. **“Chargeable Weight”** means the higher of actual (gross) weight and volumetric weight, calculated using NDirect’s methodology notified to the Client from time to time.
- 1.6. **“Claim”** means any claim by the Client relating to loss or damage, shortage, or non-conformity in respect of (a) Goods sold by NDirect, or (b) goods supplied by the Client or an Appointed Supplier in connection with the Services.
- 1.7. **“Client”** means the person or entity identified as the customer in the relevant Quotation, Order or invoice.
- 1.8. **“Client Materials”** means any artwork, trademarks, logos, designs, text, barcodes, claims, regulatory information, specifications, or other content or materials provided to or approved for use by NDirect by the Client (or on the Client’s behalf) in connection with an Order.
- 1.9. **“Confidential Information”** means non-public information disclosed by a party in connection with the Agreement that is marked or reasonably understood to be confidential, including (without limitation) pricing, costs or margins, volumes, MOQs, non-public timelines, non-public artwork/designs, and supplier/factory identities, but excluding information that is public other than through breach, independently developed, or lawfully obtained from a third party without restriction.
- 1.10. **“Delivery”** means delivery to the delivery address stated in the Order (or otherwise agreed in writing), and **“delivered”** has a corresponding meaning.

- 1.11. **“Export Controls”** means applicable export, import, sanctions, and trade control laws and regulations in any relevant jurisdiction, including any licence, permit or authorisation requirements, restrictions on end-use/end-users, and restricted or prohibited goods rules.
- 1.12. **“Force Majeure Event”** means an event beyond a party’s reasonable control that prevents or delays performance, including supplier failure, carrier disruption, port congestion, strikes, pandemics, acts of government, changes in law or enforcement, and customs/authority actions.
- 1.13. **“Goods”** means the products or goods supplied by NDirect to the Client under an Order (if any), as described in that Order.
- 1.14. **“Incoterms”** means the Incoterms® rules published by the International Chamber of Commerce in force as at the date of the applicable Order, unless otherwise stated in that Order.
- 1.15. **“NDirect”** means the NDirect contracting entity named on the Quotation, Order or invoice.
- 1.16. **“Order”** means the transaction documents for a purchase, comprising the accepted Quotation and any invoice(s) issued by NDirect for that purchase, and any written variation agreed by NDirect and the Client.
- 1.17. **“Overdue Amount”** means any amount not received by NDirect by the applicable due date, including any accrued late-payment charges.
- 1.18. **“Proof”** means any proof, mock-up, dieline confirmation, pre-production sample or production sample provided by NDirect for the Client’s review and approval.
- 1.19. **“Quotation”** means any written quotation or proposal issued by NDirect for an Order, including any annex, scope, specifications, artwork notes, service levels, delivery terms, Incoterms, and pricing referenced in it, as updated or revised by NDirect in writing from time to time.
- 1.20. **“Services”** means the supply-chain related services provided by NDirect under the Agreement as described in the applicable Order and/or Quotation.
- 1.21. **“Specifications”** means the description, quantity, artwork, materials, finishes, dimensions, packing requirements and other specifications for Goods stated in the applicable Order (and any Proof approved by the Client).

2. General Terms and Conditions

2.1. Contract Structure and Incorporation of Terms

- 2.1.1. Each transaction between NDirect and the Client is governed by the following documents, to the extent applicable:

(a) these Customer Terms and Conditions as published by NDirect from time to time at the URL stated in the relevant Quotation or invoice;

(b) any written Quotation or proposal issued by NDirect and accepted by the Client; and

(c) the relevant invoices issued by NDirect.

2.1.2. If there is any inconsistency between these documents, they shall prevail in the order listed in clause 2.1.1, unless expressly stated otherwise in a higher-ranking document.

2.1.3. By signing or otherwise accepting any Quotation or Order issued by NDirect, placing any purchase order with NDirect that refers to such Quotation or Order, or making payment against any such Quotation, Order or invoice, the Client acknowledges and agrees that:
the Agreement (including these Customer Terms and Conditions) applies to and governs the relevant transaction; and the Client has been given a reasonable opportunity to review these Customer Terms and Conditions (including via the URL stated on the Quotation and/or invoice).

2.2. Nature and Scope of Services

2.2.1. Under the Agreement, the Client engages NDirect to provide supply-chain related services, which may include sourcing and procurement support, cross-border and domestic logistics and delivery, customs and shipping coordination, and cross-border payment facilitation.

2.2.2. The specific Services, service levels, delivery terms, and pricing applicable to each transaction shall be as described in the applicable Order.

2.3. Supply and Sale of Goods

2.3.1. Where NDirect supplies products or Goods to the Client, NDirect does so as seller to the Client on the terms of the Agreement.

2.3.2. The description, quantity, specifications and other key commercial terms for the Goods shall be as set out in the applicable Order, subject to the Agreement.

2.3.3. Where NDirect is the seller of Goods to the Client, title to the Goods does not pass to the Client until NDirect has received in full (in cleared funds) all sums due under the relevant Order. Until title passes, the Client must not pledge, charge or otherwise encumber the Goods. If any amount is overdue, NDirect may (without limiting other rights) suspend delivery and/or require the Client to return the Goods, on demand, at the Client's cost to the extent permitted by law.

2.3.4. Where NDirect only provides Services in relation to goods purchased directly by the Client from any third-party supplier, NDirect acts solely as service provider and does not purchase or sell such goods.

2.4. Estimates and Delays

- 2.4.1. Any production timelines, delivery dates or transit times stated by NDirect are estimates only, unless expressly stated as guaranteed in the applicable Order.
- 2.4.2. NDirect is not responsible for delays caused by factors beyond its reasonable control, including supplier delays, carrier disruptions, customs/authority actions, port congestion, force majeure events, or the Client's late approvals, late payments, incomplete information, or change requests.
- 2.4.3. Where a delay occurs, NDirect will use reasonable efforts to mitigate and keep the Client informed, and any remedies are limited to those expressly stated in the Agreement.

2.5. Force Majeure

- 2.5.1. NDirect is not liable for any failure or delay in performing its obligations to the extent caused by events beyond its reasonable control, including supplier failure, carrier disruption, port congestion, strikes, pandemics, acts of government, changes in law or enforcement, or customs/authority actions.
- 2.5.2. During a Force Majeure event, NDirect may suspend performance and will resume performance as soon as reasonably practicable.
- 2.5.3. If the Force Majeure event continues for more than 90 consecutive days, either party may terminate the affected Order by written notice, and the Client shall pay NDirect for all Services performed and costs incurred up to the termination date (including costs committed to suppliers and third parties).

2.6. Specifications, Proofs and Approval

- 2.6.1. The description, quantity, artwork, materials, finishes, dimensions, packing requirements and other Specifications for the Goods are as set out in the applicable Order.
- 2.6.2. Where NDirect provides any Proof, mock-up, dieline confirmation, pre-production sample or production sample, the Client must review and approve the Proof in writing before production proceeds. Proof approval constitutes the Client's confirmation that the Specifications and all printed content (including text, barcodes, regulatory information and colors) are correct.
- 2.6.3. Any changes requested after Proof approval are treated as a variation and may result in additional charges and revised timelines.
- 2.6.4. Unless the Order specifies otherwise, Goods are manufactured to standard industry practices and may include an acceptable level of minor defects that do not materially affect function or appearance when used as intended. If the Order specifies an AQL or defect standard, that standard applies. If no AQL is specified, NDirect may apply a reasonable industry-standard inspection approach.
- 2.6.5. The Client must not fill, assemble, label, distribute or otherwise use the Goods before completing its acceptance checks. Any such use constitutes acceptance to the extent of the Goods used.

2.7. Client Materials and Intellectual Property

- 2.7.1. The Client warrants that it owns or has obtained all rights, licences, consents and approvals required to use and reproduce any artwork, trademarks, logos, designs, text, barcodes, claims, and regulatory information provided to or approved for use by NDirect in connection with an Order.
- 2.7.2. The Client is solely responsible for the accuracy and legality of the Client Materials in all relevant jurisdictions. Proof approval confirms the Client Materials are correct for production.
- 2.7.3. The Client shall indemnify and hold harmless NDirect and its Affiliates against all losses, claims, liabilities, fines, penalties, and expenses arising out of or in connection with any allegation that the Client Materials infringe third-party rights or breach applicable laws, except to the extent caused solely by NDirect's unauthorised changes to the Client Materials.

2.8. Orders, Changes and Cancellations

- 2.8.1. An Order is binding on the Client once issued by NDirect and accepted or confirmed by the Client, whether by signature, written confirmation (including email or electronic acceptance), placement of a purchase order referring to the Quotation or Order, or payment of any amount under the Order.
- 2.8.2. After an Order becomes binding, the Client may not cancel or amend the Order except with NDirect's prior written consent. NDirect may condition any such consent on the Client paying all costs, expenses, and cancellation or change charges reasonably incurred or committed by NDirect, its suppliers, and third-party service providers in connection with the Order.
- 2.8.3. Unless expressly stated otherwise in the Agreement or the applicable Order, any deposits or advance payments are non-refundable.

2.9. Delivery, Inspection and Acceptance of Goods

- 2.9.1. NDirect will arrange shipment of the Goods to the delivery address stated in the Order or otherwise agreed in writing. Any request by the Client to change the delivery address after the Order is issued shall be subject to NDirect's approval and to any additional charges notified by NDirect.
- 2.9.2. Shipment weight will be charged based on the higher of actual (gross) weight and volumetric weight, calculated in accordance with NDirect's standard methodology as notified to the Client from time to time. The chargeable weight recorded by NDirect's systems shall be conclusive evidence of the shipment weight for billing purposes, save for manifest error.
- 2.9.3. The Client must promptly inspect all Goods on delivery. The Client shall notify NDirect in writing of any visible damage, shortage, or apparent non-conformity within seven (7) business days after successful delivery, providing reasonable supporting evidence (including the Order number, tracking ID, and photographs).
- 2.9.4. If the Client does not notify NDirect within this period, the Goods shall be deemed accepted as delivered, without prejudice to any specific rights the Client may have under clauses 6 and 7.

2.10. Claims Procedure

- 2.10.1. Any Claim by the Client relating to (a) loss or damage, (b) shortage, or (c) non-conformity must be notified to NDirect in writing within seven (7) business days after delivery (or deemed delivery).
- 2.10.2. The Claim must include the Order number, shipment reference, a description of the issue, quantities affected, and reasonable supporting evidence (photos/video, outer carton condition, packing list).
- 2.10.3. The Client must keep the affected items (including Goods supplied by NDirect, goods supplied by the Client or Appointed Suppliers, packaging and cartons) in their delivered condition for inspection and must not use, alter, rework, or dispose of affected items without NDirect's written consent.
- 2.10.4. No items may be returned unless NDirect issues a return authorisation (RMA) and return instructions.
- 2.10.5. Where NDirect accepts a Claim, remedies are limited to clause 6 or clause 7 (as applicable) and are subject to clause 8 (Limitation of Liability).

3. Specific Terms for NDirect Services

3.1. Application of this section

- 3.1.1. This clause 3 applies only where the Client appoints or supplies its own supplier for the goods under an Order.
- 3.1.2. This clause 3 does not apply where NDirect is the seller of the Goods under the Order.

3.2. Client cooperation and information

- 3.2.1. The Client shall, and shall ensure that Appointed Suppliers shall, provide NDirect with true, accurate and complete information and documents, and timely cooperation reasonably required by NDirect to perform the Services, including signing any documents reasonably requested by NDirect.
- 3.2.2. This obligation applies in particular where NDirect is required to respond to, or is the subject of, any inquiry, investigation or audit by any regulator, authority, customs, or other relevant organisation in relation to the Services, the goods or any Order.
- 3.2.3. If the Client or any Appointed Supplier fails to comply with this clause 3.2, NDirect may immediately suspend the Services, cancel the relevant Order, and forfeit any deposits or advance payments paid by the Client, even if the goods have not yet been shipped.

3.3. No responsibility for Appointed Supplier defaults

- 3.3.1. Where the Client appoints or selects any Appointed Supplier, the Client is solely responsible for the relationship with that Appointed Supplier.
- 3.3.2. NDirect is not obliged to pursue, enforce claims against, or take any action against any Appointed Supplier in the event of any dispute or default involving the Appointed Supplier.

3.4. Transport and customs documentation

- 3.4.1. NDirect is not responsible for preparing or filing any tax, import, export, customs, permit or regulatory declarations on behalf of the Client in relation to the goods, unless expressly agreed in an Order.
- 3.4.2. Where NDirect provides or forwards transport or customs documentation it has received (for example, bills of lading, airway bills or commercial invoices), this is done for convenience only and does not constitute legal, tax or regulatory advice.

3.5. Legality of goods and indemnity

- 3.5.1. The Client is solely responsible for ensuring, and shall ensure that any Appointed Supplier ensures, that the sale, export, import, transit and use of the goods comply with all applicable laws, regulations and requirements in all relevant jurisdictions.
- 3.5.2. NDirect shall not be liable for any payment reversals, chargebacks, loss or damage to goods, or any seizure, detention, confiscation, fines, penalties or other sanctions imposed by any authority arising from or in connection with:
 - (a) any failure by the Client or any Appointed Supplier to provide documents or evidence proving the legality of the goods or the underlying transactions; or
 - (b) any non-compliance with applicable customs, tax, export, import or regulatory requirements by the Client or any Appointed Supplier.
- 3.5.3. The Client shall indemnify and hold harmless NDirect and its Affiliates from and against all losses, costs, expenses, fines, penalties, claims and liabilities (including amounts paid or payable by NDirect to Appointed Suppliers and third-party service providers) arising out of or in connection with any matter described in clause 3.5.2.

3.6. Seizure of goods

- 3.6.1. If any goods or parcels are seized, detained or confiscated by customs or any authority, NDirect shall notify the Client where reasonably practicable.
- 3.6.2. NDirect's written notice that a seizure has occurred shall be prima facie evidence of that seizure and will be binding on the Client unless the Client provides reasonably satisfactory evidence to the contrary within a reasonable period specified by NDirect.

3.7. Sanctions and export controls

- 3.7.1. The Client represents and warrants that, in respect of each Order and all goods:

neither the Appointed Supplier nor any of its shareholders, directors, officers, employees, agents, subsidiaries or Affiliates is currently the subject of, or located in a country or territory subject to, economic or trade sanctions imposed or enforced by any relevant authority

(including the United Nations Security Council or the United States Government); and

the goods, and any related software, technology or services, are lawful, have all required certifications and permits, and are not prohibited or restricted under any applicable Export Controls

- 3.7.2. If any goods or components are subject to Export Controls such that any licence, permit or authorisation is required, the Client shall ensure that the Appointed Supplier, at its own cost, obtains and maintains all required licences, permits and authorisations at all times.
- 3.7.3. The Client shall promptly provide NDirect with copies of any export or import licences, permits or other authorisations reasonably requested by NDirect for its records.
- 3.7.4. If the Client fails to comply with this clause 3.7, or if NDirect reasonably believes that the Client, any Appointed Supplier or any goods are or may be in breach of Export Controls, NDirect may immediately suspend or terminate the Services and/or any affected Order without liability, and the Client shall compensate NDirect and its Affiliates for all losses, costs and damages arising therefrom.

4. Pricing and Payment

4.1. Invoices and due date

- 4.1.1. Unless otherwise stated in the applicable Order, all amounts invoiced by NDirect are due and payable in full, without set-off or counterclaim, immediately upon issuance of the invoice.
- 4.1.2. Where NDirect has expressly agreed to grant credit terms or split payments for an Order, the due dates for each instalment shall be as stated in the Order, and each instalment shall be treated as a separate debt.

4.2. Method of payment

- 4.2.1. The Client shall make all payments to the bank account or payment channel designated by NDirect in the currency specified in the Order, and shall bear any bank charges, transfer fees or FX costs imposed by its own bank or payment provider.
- 4.2.2. NDirect may suspend or withhold performance of any Services, shipment of any Goods, and acceptance of any new Orders if any Overdue Amount is outstanding, until all Overdue Amounts (including late-payment charges) have been received in full.

5. Late Payment Charges

5.1. Late Payment Fee

- 5.1.1. If any amount stated in an invoice or Order is not received by NDirect by the applicable due date, late-payment charges of 2% of the Overdue Amount per month will accrue on a simple (non-compounding) basis from the day after

the due date until full payment is received.

5.2. Additional rights

- 5.2.1. Charging late-payment fees does not limit any other rights or remedies NDirect may have under this Agreement or at law, including the right to suspend Services and shipments under clause 4.2.2 and to recover all reasonable costs of collection (including legal fees on an indemnity basis, where permitted by law).

5.3. Payment processing

- 5.3.1. The Client acknowledges that delays may occur in payment processing by banks and payment providers, and remains responsible for ensuring payments (including late-payment charges) are initiated sufficiently in advance so that cleared funds reach NDirect by the due date stated on the invoice or any subsequent late-payment notice.

6. Loss and Damage (NDirect as Seller)

6.1. Scope

- 6.1.1. This clause 6 applies only where NDirect is the seller of the Goods under the relevant Order.
- 6.1.2. NDirect's liability under this clause 6 is further subject to the overall limitation of liability set out in clause 8 of this Agreement.

6.2. Risk and delivery terms

- 6.2.1. Risk of loss of or damage to the Goods passes to the Client in accordance with the Incoterms or other delivery terms stated in the applicable Order.

6.3. Mis-shipment due to NDirect error

- 6.3.1. If, due solely to NDirect's error, the Goods delivered do not match the description, specifications or quantities stated in the applicable Order, and the Client submits a Claim in accordance with clause 2.10 (Claims Procedure), NDirect may, at its discretion and as the Client's sole and exclusive remedy:
 - (a) arrange for collection of the incorrect Goods and supply replacement Goods; or
 - (b) issue a credit note or refund up to the invoiced value of the affected Goods.

6.4. Damage or loss in transit

- 6.4.1. If, before risk has passed to the Client under clause 6.2.1, Goods sold by NDirect suffer physical loss of or damage during shipment arranged by NDirect between the origin warehouse/port and the destination warehouse/port, and the Client submits a Claim in accordance with clause 2.10 (Claims Procedure), NDirect's total liability in respect of such loss or damage shall be limited up to the invoiced value of the affected Goods.

6.5. Exclusions

- 6.5.1. NDirect will not be liable under this clause 6 for any seizure, detention, confiscation, destruction, delay, re-routing, inspection, re-assessment of duty/tax, penalty or other action taken by any customs, tax or governmental authority, or any resulting storage, demurrage or other charges, to the extent such action arises from or relates to:
- (a) the nature, composition, labelling, classification, valuation or intended use of the Goods;
 - (b) any requirement for permits, licences, registrations, certifications or approvals for the import, sale, marketing or use of the Goods in the destination country;
 - (c) any information, documents or instructions provided or approved by the Client; or
 - (d) any change in law, policy or enforcement practice, or any determination by authorities on classification, valuation or admissibility.
- 6.5.2. Goods that are prohibited or restricted for export or import, or are subject to sanctions or trade controls, are excluded from NDirect's liability under this clause 6.
- 6.5.3. Any breach of applicable law or contractual obligations by the Client, including providing incorrect or incomplete information, mis-describing the Goods, failing to provide documents reasonably requested by NDirect, or reselling Goods in violation of applicable laws, is excluded from NDirect's liability under this clause 6..
- 6.5.4. Any inherent vice, defects or characteristics of the Goods themselves not caused by NDirect are excluded from NDirect's liability under this clause 6.
- 6.5.5. If the Goods are seized or detained, NDirect will provide reasonable assistance to the Client to liaise with the relevant logistics partners and, where practicable, to obtain available shipment documentation. Any costs incurred in connection with such assistance (including storage, inspection, re-delivery, disposal or professional fees) will be borne by the Client.

6.6. Exclusion of indirect loss

- 6.6.1. NDirect is not liable for any indirect, special or consequential losses (including loss of profit, revenue, business, or anticipated savings) arising out of or in connection with any loss of or damage to Goods. The Client's sole remedies in respect of such loss or damage are those set out in this clause 6.

7. Loss and Damage (Ndirect Services)

7.1. Scope

- 7.1.1. This clause 7 applies where NDirect provides Services (such as freight forwarding, logistics, procurement support or payment facilitation) in relation to goods supplied by the Client or any Appointed Supplier, and NDirect is not the seller of such goods.

7.2. Liability Cap

- 7.2.1. Subject to clause 8.3 (Global Liability Cap) and for each parcel or shipment, NDirect's total liability for physical loss of or damage to goods handled under this clause 7 shall be limited to the lower of:
- (a) the actual value of the goods lost or damaged; and
 - (b) the total freight and handling charges (excluding duties and taxes) invoiced by NDirect to the Client for that shipment.
- 7.2.2. NDirect is not responsible for the quality, safety, conformity or performance of goods supplied by the Client or any Appointed Supplier, and gives no warranty that such goods are free from defects, covered by manufacturer warranties, or comply with any particular standard, certification or legal requirement.

7.3. Exclusions (NDirect Services)

- 7.3.1. Any seizure, detention, confiscation, destruction, delay, inspection, re-assessment of duty or tax, penalty or other action taken by customs, tax or governmental authorities, or any resulting charges, shall be at the Client's risk and expense, except to the extent that such action is caused solely by NDirect's own acts or omissions in providing the Services and not by any information, documents or instructions given or approved by the Client, and then only subject to the cap in clause 7.2.1. Any duties/taxes, penalties, storage or other authority-imposed charges remain for the Client's account.
- 7.3.2. Any goods that are prohibited or restricted for export or import, or are subject to sanctions or trade controls, are excluded from the Services and from any liability of NDirect under this Agreement.
- 7.3.3. Any breach of applicable law or contractual obligations by the Client or any Appointed Supplier (including misleading descriptions, incorrect HS codes or colour codes, wrong products shipped, poor quality, or refusal or delay of delivery by any supplier) is excluded from NDirect's liability under this clause 7.
- 7.3.4. Any inherent vice, defects or characteristics of the goods themselves not caused by NDirect are excluded from NDirect's liability under this clause 7.

7.4. Appointed Supplier defaults

- 7.4.1. NDirect will not refund or reimburse the Client for any breach or default in performance by any Appointed Supplier, including mis-shipment, poor quality or delay.
- 7.4.2. NDirect's role in such cases is limited to providing reasonable assistance to the Client to liaise with the Appointed Supplier, without assuming any liability for that supplier's acts or omissions.

7.5. Exclusion of indirect loss

- 7.5.1. NDirect is not liable for any indirect, special or consequential losses (including loss of profit, revenue, business, or anticipated savings) arising out of or in connection with Services under this clause 7.

8. Limitation of Liability

8.1. Application and priority

- 8.1.1. This clause 8 applies to all claims and liabilities arising out of or in connection with this Agreement, any Order, the Goods and/or the Services, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.1.2. The limitations and exclusions in this clause 8 apply notwithstanding any other provision of this Agreement and are cumulative with (and do not increase) any specific remedies or caps stated elsewhere in this Agreement (including clauses 6 and 7). Where multiple caps could apply to the same claim or event, the lowest cap applies.

8.2. Exclusion of indirect loss

- 8.2.1. To the maximum extent permitted by law, NDirect is not liable for any indirect, special, incidental or consequential losses, including loss of profit, revenue, business, goodwill, anticipated savings, opportunity, or loss arising from business interruption.

8.3. Global liability cap

- 8.3.1. To the maximum extent permitted by law, NDirect's total aggregate liability to the Client arising out of or in connection with any Order (including all claims relating to the Goods and/or Services under that Order) shall not exceed the total amount actually paid by the Client to NDirect under that Order.
- 8.3.2. For the avoidance of doubt, where the Client has not paid any amount under an Order, NDirect shall have no liability to the Client in respect of that Order.

8.4. Sole and exclusive remedies

- 8.4.1. The remedies expressly set out in this Agreement are the Client's sole and exclusive remedies.
- 8.4.2. The Client may not recover the same loss more than once, including by bringing claims under different legal theories or different clauses of this Agreement in respect of the same event.

8.5. Non-excludable liability

- 8.5.1. Nothing in this Agreement excludes or limits liability to the extent it cannot be excluded or limited under applicable law.

9. Administrative Provisions

9.1. Entire Agreement

- 9.1.1. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions and understandings. The Client acknowledges it has not relied on any statement or representation not expressly set out in the Agreement, except in respect of fraud.

9.2. Variation in writing

- 9.2.1. No amendment or variation of this Agreement or an Order is effective unless agreed in writing by NDirect and the Client.

9.3. Notices

- 9.3.1. Notices must be in writing and may be sent by email to the last email address used by the relevant party in connection with the Order, and are deemed received when sent (provided no delivery failure notice is received).

9.4. Assignment

- 9.4.1. The Client may not assign or transfer any rights or obligations without NDirect's prior written consent. NDirect may assign this Agreement to any Affiliate or successor in connection with a reorganisation, merger or sale of business.

9.5. Severability

- 9.5.1. If any provision is invalid or unenforceable, it is deemed modified to the minimum extent necessary to make it enforceable, and the remainder continues in effect.

9.6. Waiver

- 9.6.1. A failure or delay to enforce any right is not a waiver.

9.7. Third party rights

- 9.7.1. A person who is not a party has no right to enforce any term of this Agreement.

9.8. Confidentiality

- 9.8.1. Each party must keep confidential and not disclose the other party's Confidential Information, except to its staff, advisers, subcontractors and service providers on a need-to-know basis for performance of the Agreement. This does not apply to information that is public other than through breach, independently developed, or lawfully obtained from a third party. Disclosure required by law or an authority is permitted. If the parties sign a separate NDA, the NDA prevails to the extent of any inconsistency.

9.9. Publicity and Client Reference Use

- 9.9.1. Unless the Client opts out in writing before or upon acceptance of the first Order, NDirect may reference the Client (including name and logo) and use non-confidential information about the project (including a general description of the Goods/Services and anonymised or aggregated project details) in marketing materials, proposals and credentials decks. NDirect will not disclose the Client's Confidential Information in marketing materials without the Client's prior written consent (email sufficient). The Client may withdraw this permission by written notice, in which case NDirect will stop new uses within a reasonable time.

10. Governing Law and Jurisdiction

10.1. Governing Law

- 10.1.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual obligations), shall be governed by and construed in accordance with the laws of Singapore.

10.2. Jurisdiction

- 10.2.1. The parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore in respect of any such dispute or claim.