

# RTS GENERAL TERMS — SHORT FORM

(RTS Connect Singapore Short-Form T&C V2 — for Standard Purchase Orders)

Version: 2026.05.V2 | Issued by: RTS Connect (Singapore) Pte. Ltd.

**Application:** These Short-Form Terms apply to all standard purchase orders to which they are attached. **Orders exceeding SGD 1,000,000 in value, or involving framework arrangements, dedicated tooling development, long-term exclusive supply, or automotive PPAP processes,** are governed by the RTS General Terms of Business and Delivery (full version), available on written request.

## 1. Contract Formation

Orders bind RTS only on issuance of a written Order Confirmation ("**OC**") by RTS. Quotations, catalogues, and oral or email estimates by sales personnel are invitations to treat and do not constitute contractual offers. These Terms govern the OC and the transactions under it.

## 2. Price and Payment

Prices as stated in the OC, **EXW [RTS-designated warehouse, Singapore] (Incoterms 2020)**, exclude packaging, freight, insurance, customs duties and GST. GST is additionally chargeable; where the GST rate changes between OC and supply, the rate prevailing on supply applies. Save where otherwise agreed, payment is due within **30 days of RTS's tax invoice. Late payment attracts simple interest at 1.5% per month (or, if lower, the maximum rate permitted by Singapore law), calculated daily**, in addition to statutory recovery rights under the Late Payment of Commercial Debts Act 2024. Save for counterclaims established by final court judgment or admitted in writing by RTS, the Customer may not withhold or set off any payment due.

## 3. GST Tax Invoice

RTS shall issue GST-compliant tax invoices within 30 days of receipt of payment. Invoice objections must be raised within 15 days of receipt; failure to do so constitutes acceptance. **Re-issuance caused by incorrect billing information provided by the Customer is at the Customer's cost.**

## 4. Delivery and Risk

Delivery times stated in the OC. **Risk of accidental loss passes to the Customer upon handover to the Customer, the Customer's nominated carrier, or any third party designated by the Customer.** Customer-caused delay in collection transfers risk to the Customer from RTS's written notice that goods are ready. RTS may deliver  $\pm 5\%$  of the order quantity; the Customer pays for the actual quantity delivered.

## 5. Retention of Title

**Title to goods remains with RTS until the Customer has paid all amounts due under the OC and the parties' business relationship in full.** On Customer default, RTS may demand return of the goods, recover them from the Customer's premises (without breach of peace, the Customer hereby granting licence), or apply to the Singapore courts for delivery up or injunctive relief. The Customer bears all reasonable costs of recovery. The Customer may resell the goods only in the ordinary course of business.

## 6. Inspection and Warranty

The Customer shall conduct inbound inspection within **7 business days** of arrival. **Patent defects must be notified to RTS in writing within 7 business days of arrival; latent defects within 30 days of discovery (no later than 12 months from delivery)**, failing which acceptance is deemed. The **warranty period is 12 months from delivery.** On valid claims, RTS shall propose a remedy in writing within 5 business days (repair, replacement, price reduction or refund); the Customer shall respond within 5 business days. Failing agreement, the Customer's remedies under the Sale of Goods Act (Cap. 393) apply, **subject to the liability limits in Clause 7.**

## 7. Limitation of Liability

RTS's liability for breach or defect is limited as follows:

- (a) **Late delivery (exclusive remedy for delay):** 0.5% per week of the late-delivered value, capped in aggregate at 5%;
- (b) **Single event:** capped at the contract value of the specific PO under which the breach or defect arose;
- (c) **12-month aggregate cap:** capped at the **greater of (i) the total paid by the Customer to RTS in any rolling 12-month period, and (ii) SGD 500,000.**

**Subject to mandatory law and Clause 8, RTS shall not be liable for any indirect loss, loss of profit, business interruption, loss of goodwill, punitive damages, downstream customer claims, or recall costs.** RTS's liability for **death or personal injury caused by its negligence (Unfair Contract Terms Act 1977, s.2(1)), for fraud, and for breach of implied undertakings as to title under section 12 of the Sale of Goods Act 1979**, is not excluded. The parties agree that these limits are reasonable under the Unfair Contract Terms Act, having regard to the negotiated price and the parties' ability to insure.

## 8. Prohibited Applications

RTS products shall **not** be used for: (a) warfare, weaponry or military applications; (b) aviation or aerospace (unless expressly agreed in the OC); (c) life-support, human implants or surgical implantable devices; (d) any application where product failure could foreseeably cause death, personal injury or major property/environmental harm. **The Customer shall indemnify RTS on a reasonable basis against**

**direct third-party claims, regulatory penalties and reasonable losses arising from the Customer's breach of this Clause.**

## 9. Intellectual Property

The Customer's purchase grants only the right to use or resell the products in the ordinary course of business and confers no other IP licence or rights. Where the Customer supplies RTS with drawings, specifications or trade marks, the Customer warrants its lawful right and **shall indemnify RTS on a reasonable basis against direct losses arising from third-party IP claims based on RTS's manufacture in accordance with Customer-provided designs** (reasonable legal fees, expert fees, settlement and judgment sums).

## 10. Confidentiality

Each party shall keep confidential the other's Confidential Information for **5 years post-termination**; for trade secrets, the obligation continues indefinitely. The Customer shall bind its employees, advisors and agents to equivalent obligations and exercise reasonable supervision.

## 11. Force Majeure and Compliance

(a) **Force Majeure:** Fire, natural disaster, war, civil disorder, strike, epidemic, governmental embargo/export control, major transport infrastructure failure or similar events beyond reasonable control discharge the affected party from liability for delay. The affected party shall notify the other within 10 business days. Force Majeure of more than 60 days entitles either party to terminate the affected order.

(b) **Compliance:** The parties shall comply with the Prevention of Corruption Act, the Strategic Goods (Control) Act 2002, US OFAC sanctions and applicable export control law. **The Customer shall not divert or resell RTS products to sanctioned countries, regions, or listed persons/entities.** Breach requires the Customer to indemnify RTS on a reasonable basis against direct losses.

## 12. Notices and Assignment

Notices in writing to the address most recently notified by the recipient. Email is deemed received on successful transmission per the sender's mail server (no bounce within 24 hours). **The Customer may not assign without RTS's prior written consent**; RTS may assign its receivables and contractual rights to affiliates or financing partners on written notice.

## 13. Governing Law and Jurisdiction

These Terms are governed by **Singapore law**; the **United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is expressly excluded**. The parties shall consult in good faith for 14 days before commencing proceedings (save for urgent interim relief). Disputes shall be subject to the **exclusive jurisdiction of the courts of Singapore**, with the parties expressly consenting that any international commercial dispute may, where eligible, be heard by the **Singapore International Commercial Court (SICC)**.

In any proceedings, the unsuccessful party shall pay the successful party's costs on an indemnity basis; partial success apportioned by the court.

## 14. Entire Agreement and Residual Matters

These Short-Form Terms, together with the OC, constitute the entire agreement on this transaction. Any amendment requires written signature by authorised representatives. **Matters not addressed are governed by the Sale of Goods Act, the Misrepresentation Act, the Unfair Contract Terms Act and other applicable Singapore law.** Where the Customer wishes to operate under the RTS General Terms (full version) — covering framework arrangements, tooling, PPAP, recall and long-term supply — written notice to RTS is required to execute the full version.

**A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Terms**, save that any RTS Connect Group affiliate may enforce any term expressed to be for its benefit.

**Acceptance:** The Customer's placement of an order, RTS's issuance of the Order Confirmation, and the Customer's acceptance of the OC or of delivery, together constitute the Customer's acceptance of these Short-Form Terms. The English version prevails. \*Short-Form V2 derived from RTS Singapore Full Version V2 (2026.05.V2) for orders below SGD 1,000,000 — draft submitted to Singapore counsel for review; not a binding contract.\*