

Terms and Conditions for Trust Receipts

The documents of title and other documents (collectively the "Documents") representing or purporting to represent the goods described in the Documents (the "Goods") have been delivered to you (also known as "United Overseas Bank Limited" or the "Bank") as security for payment by us in Singapore of the Trust Receipt amount stated in our application together with interest thereon at such rate(s) as you may decide from the date of your advance, until full repayment is received by you, including all costs, charges and expenses.

In consideration of your releasing to us the Goods and/or the Documents (receipt of which is hereby acknowledged), WE AGREE as follows:

1. We hereby irrevocably and unconditionally undertake:-

- (a) to hold on trust and as trustee for you on the terms set out herein the Goods, the Documents, the proceeds of any sale or disposition of the Goods, all insurance moneys arising from them and all other moneys due to or received by us as a result of any claims, proceedings, judgements, settlements or otherwise concerning the Goods;
- (b) and agree that the Documents, the Goods and the proceeds and monies referred to above in (a) shall constitute and be held as continuing security for the payment and repayment of all moneys and/or liabilities (whether actual or contingent) which now or at any time hereafter is or becomes due to you from us alone or jointly with any others in connection with any accounts or facilities whatsoever and for moneys paid or advanced in respect of bills, notes or drafts accepted, paid or discounted and in all cases together with interest (at agreed rates and in the absence of agreement, at your usual rate for the time being), commission, bank charges, costs (including but not limited to legal costs on a full indemnity basis) and expenses (including but not limited to expenses incurred in your retaking possession, the sale or storage of the Goods and the enforcement of your rights against us hereunder) (the "Secured Amount");
- (c) to allow you at any time to enter our premises or any other place where the Goods may be stored or kept, to inspect the Goods and/or take possession thereof without prior notice to us;
- (d) to take delivery of the Goods exclusively for the purpose of selling them to only bona fide purchasers to whom we are not indebted or under any liability towards, for full monetary consideration at value and on customary commercial terms. Each part of the proceeds (whatever form it may take) from such sale or disposition shall be paid and/or remitted to you immediately upon receipt or within such time as you may allow, without any deduction, set-off, withholding or counterclaim. Such proceeds may at your sole discretion be applied in reduction or extinguishment of our indebtedness to you;
- (e) to promptly advise you of the whereabouts of the Goods at all times, to advise you of any change in the state, condition, quality or quantity of the Goods and not to permit the Goods to be processed or altered without your prior written consent, and in the event the Goods or any part thereof are mixed, merged or become a constituent of any other goods or objects in any manner or to any extent whatsoever, the terms herein shall apply with the same force and effect to the mixed, merged or reconstituted goods as if the same were the Goods originally contemplated herein;
- (f) to keep transactions in relation to the Documents and the Goods separate from our other transaction(s), and the Documents, Goods, proceeds of any sale of the Goods and all insurance money therefrom shall be kept separate and distinct from our documents, goods, proceeds of sale or insurance moneys relating to or arising from any other transaction(s);
- (g) to notify you at once should the Goods not be sold or the proceeds of sale not be received within twenty-eight (28) days from the date of your release of the Documents and/or Goods to us, in order that you may, if you wish, make any other arrangements for the sale of the Goods or the recovery of the proceeds of sale of the Goods, as the case may be;
- (h) not to obtain financing for or in respect of the Goods from any other party and not to charge or create any security interest or encumbrance or purport to charge or create any security interest or encumbrance over the Goods or the proceeds of sale thereof to any person or to use or purport to use the same as security for the performance of any obligation whatsoever, save for any such security interest created in your favour;
- (i) to promptly execute such bills of exchange, and/or any other documents that you may require to be executed in connection with this Trust Receipt or your security over the Documents and/or the Goods and to forward to you all such duly executed documents forthwith upon execution or within such time as you may stipulate;
- (j) to pay all freight, warehouse, dock, transit and other charges, fees, rent and other costs of and

- incidental to the Goods and to indemnify you against the same;
- (k) to keep the Goods insured to at least ten percent (10%) above their invoiced value or such other amount as you may require (the "required sum") against all insurable risks including theft, damage by fire, floods, acts of God, at our expense for your benefit and to hold the insurance policies and proceeds on trust for you and in case of loss or damage to the Goods (howsoever caused) to pay over to you forthwith all moneys received from the insurers or otherwise without any deduction, set-off or counterclaim and to make up any deficiencies should the Goods not have been insured up to the required sum or should such sum not be recoverable for any reason. In the event that we fail to keep the Goods insured as aforesaid, you shall be entitled (but not obliged) to effect such insurance at our cost and expense without prior reference to us; and
 - (l) to fully indemnify you and to keep you fully indemnified at all times against all actions, losses, claims, proceedings, costs, demands, liabilities, charges and expenses (including legal costs on a full indemnity basis) of whatsoever nature which you may suffer or sustain or incur in any connection with or arising in any way whatsoever out of this Trust Receipt, or any release of the Documents and/or Goods to us, including but not limited to your demanding and/or enforcing payment of any moneys and/or liabilities due from us to you, our breach of any of the undertakings herein, and/or without limiting the generality of the foregoing, any demand, claim or action made against you or your agents by any third party claiming to have better title to the Goods and/or the Documents.
2. We further acknowledge and hereby agree that:-
- (a) you may, at any time in your absolute discretion, without regard to the maturity or payment dates of any of our obligations and liabilities to you, without notice to us and without advertisement, sell by public or private sale or realise in such manner as you think fit all or any of the Goods, upon such terms and conditions and for such price in money or other consideration as you deem fit; and any moneys received by you as proceeds of any such sale, after deduction of all fees and expenses in connection therewith together with interest which shall be borne by us, may be applied by you against our obligations and liabilities in such a manner as you deem fit and we shall remain liable for and shall pay to you on demand the balance of our obligations and liabilities;
 - (b) without prejudice to any other terms herein, you shall, before or on the maturity date of each trust receipt or at any time thereafter without prior notice to us, be entitled to set-off any money (including our time deposits, whether in single or joint names and whether such deposits have matured or not) with you, and/or to debit any of our accounts (whether in single or joint names) current or otherwise (whether such accounts be in debit or credit) which we now or may hereafter maintain with you in any jurisdiction, for payment of all moneys due and payable and/or liabilities which we may be liable to you for under this Trust Receipt and any trust receipt or any Secured Amount Provided Always that no such debiting shall operate or have any effect as payment, settlement or satisfaction of the sums due (except to the extent of any amount in credit in the accounts concerned) or as a waiver by you of any breach or default on our part. If any such debiting causes our accounts to be overdrawn, interest on the overdrawn amount shall be payable accordingly. Where the currency of the accounts is different from the currency of the amounts due, you may effect the necessary conversion at your then prevailing rate of exchange;
 - (c) any Certificate by your officer or any person duly authorised on your behalf as to the moneys and/or liabilities now or at any time due owing or incurred to you by for or from us shall be conclusive evidence in any legal proceedings against us, save for manifest error; and
 - (d) we shall be precluded from claiming or asserting that the Documents released to us are incorrect or discrepant in any manner.
3. Notwithstanding that the maturity date of this Trust Receipt or of any negotiable instrument given hereunder shall not have expired, all sums payable under such trust receipt and/or negotiable instrument together with all accrued interest, cost, charges and expenses shall be due and payable immediately without demand upon the happening of any of the following events:-
- (a) if we default under any agreement relating to any loan or credit facility whatsoever given by any party (including yourselves) to us or if any of our indebtedness is declared due prior to its stated maturity;
 - (b) if we fail to repay any debt in the ordinary course of our business or any legal proceedings or suits of any kind is instituted against us which in your opinion adversely affects our financial position; or
 - (c) if we are in breach of any of our undertakings or obligations under any agreement binding on us, including this Trust Receipt.
4. If this Trust Receipt is signed by or for and on behalf of two or more persons our liabilities shall be joint and several. In the construction of this Trust Receipt, the singular number shall be deemed to include the plural and vice versa.

5. We shall pay all interest applicable to any processing which the Bank may undertake pursuant to our request at such rates and for such periods as the Bank may from time to time determine.
6. Any and all currency conversions shall be at the Bank's prevailing foreign exchange rate unless otherwise arranged beforehand.
7. The terms hereof shall be construed and shall take effect according to the laws of Singapore and we irrevocably agree to submit to the exclusive jurisdiction of the Singapore courts.

GUARANTEE

IN CONSIDERATION of your releasing at our request the Documents referred to herein upon the terms of the agreement between you and the applicant herein (the "Trust Receipt"), we hereby jointly and severally guarantee the due and punctual payment by the applicant of all moneys which may become payable to you pursuant to, arising out of and/or in connection with the Trust Receipt and the due performance and observance by the applicant of the terms of the Trust Receipt. In the event of any default by the applicant to comply with any terms of the Trust Receipt, we shall upon demand by you pay you (without any deduction, set-off or counterclaims whatsoever) all liabilities, monies or debts owed or payable by the applicant to you pursuant to, arising out of and/or in connection with the Trust Receipt and/or the Goods referred to therein, including all legal costs on a full indemnity basis.

We agree that this guarantee shall be governed by and construed in all aspects in accordance with the laws of Singapore without prejudice to or limitation of any other rights or remedies available to you under the laws of any other jurisdiction and we hereby irrevocably submit to the exclusive jurisdiction of the Singapore courts.