GENERAL TERMS AND CONDITIONS OF SALE

INTERMED ASIA LIMITED

© Intermed Asia 2019

General Terms and Conditions of Sale by INTERMED ASIA Limited (these "Conditions").

The Customer's attention is particularly drawn to the provisions of Conditions 11 and 13.

1. **INTERPRETATION**

1.1 In these Conditions:

"**Accepted Order**" means an order for Goods and/or Services placed by the Customer which has become binding on the parties in accordance with Condition 3.4;

"**Affiliate**" means, from time to time in relation to an entity, another entity Controlling, Controlled by, or under common Control with, that entity;

"**Agreed Incoterms**" means the relevant Incoterms applying to the relevant delivery of Goods, as set out or referred to in the relevant Accepted Order;

"**Applicable Laws**" means in relation to any party all laws, statutes, orders, rules, provisions, regulations, directives and guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, including all rules, requirements, standards, guidelines and recommendations, as applicable to such party's business, "applicable" meaning as applicable to the relevant party, its Affiliates or its other representative or as applicable to the relevant obligations under these Conditions or the Contract;

"Business Day" means a day (except a Saturday or a Sunday) on which the banks are generally open for business in Hong Kong;

"Catalogue" means INTERMED ASIA's Goods catalogue, which specifies the Goods available for the Customer's purchase (and the Specifications for such Goods), as distributed by INTERMED ASIA to the Customer from time to time;

"**Contract**" means the relevant contract (which could be in the form of a purchase order, a contract (e.g. Distribution Agreement) or otherwise) between INTERMED ASIA and the Customer for the sale and purchase of the Goods and/or Services, which expressly incorporates these Conditions by reference;

"Contract Term" has the meaning given in Condition 2.1;

"**Control**" means, with regards to the relevant entity, the legal, beneficial or equitable ownership, directly or indirectly, of 25% or more of the capital stock of that entity ordinarily having voting rights, or the equivalent right under contract to control management decisions with regard to relevant subjects;

"**Customer**" means INTERMED ASIA's customer as identified in the Contract;

"**Defect**" means any material non-conformance of the relevant Goods with the Specifications (and "**Defective**" will be interpreted accordingly);

"**Estimated Delivery Date**" has the meaning given in Condition 8.1;

"**Force Majeure Event**" means any cause or circumstance preventing, hindering or delaying a party performing any or all of its obligations arising out of or in connection with the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party, including: strikes, lockouts or other industrial disputes (in each case whether involving the workforce of INTERMED ASIA or the Customer); protests; failure of a utility service or transport network; act of God; war or national emergency; an act of terrorism; riot or civil comm

© Intermed Asia 2025

otion; malicious damage; compliance with any Applicable Laws or regulations or governmental order, rule or direction; accident; breakdown of plant or machinery (other than caused by a failure to maintain by INTERMED ASIA); fire; explosion; flood; storm; epidemic; nuclear, chemical or biological contamination; and default or delays of suppliers or subcontractors;

"**Goods**" means any goods to be supplied by INTERMED ASIA to the Customer (including any part or parts of them) pursuant to the Contract;

"**Goods Trademarks**" has the meaning given under Condition 15.6;

"**Incoterms**" means the *International Commercial Terms 2010* as published by the International Chamber of Commerce on 1 January 2011;

"**Insolvency Event**" means where the relevant party, or an Affiliate to that party, enters into liquidation, administrative receivership, bankruptcy or makes any voluntary agreement with its creditors or is unable to pay its debts as they fall due;

"**Losses**" means any and all costs, claims, demands, liabilities, expenses, damages or losses (including any direct, indirect or consequential losses, loss of business, loss of profit, loss of goodwill, loss of business and loss of revenue) and all interest, penalties and legal and other professional costs and expenses of any nature;

"**Order Confirmation**" and "**Order Notification**" both have the meaning given in Condition 3.4;

"**INTERMED ASIA**" means Intermed Asia Limited, with its registered office at 2005-2007, 20/F, The Metropolis Tower, 10 Metropolis Drive, Hung Hom, Kowloon, Hong Kong;

" **INTERMED ASIA's Code of Conduct**" means the code of conduct as set out in Annex 1;

"**INTERMED ASIA IPR**" has the meaning given in Condition 15.5;

"**Pre-Production Sample**" has the meaning given in Condition 4.5;

"**Price List**" has the meaning given in Condition 6.1;

"Quotation" means a written quotation for the supply of certain Goods and/or Services issued by INTERMED ASIA to the Customer;

"Services" means the services to be provided by INTERMED ASIA as agreed from time to time in writing by the parties;

"Specifications" means the requirements (including the specification, design, material and finish) that the Goods have to comply with, as further detailed under Condition 4.2;

"Taxes" has the meaning given in Condition 6.3(b);

"Territory" means those territories as expressly identified in the Contract; and

© Intermed Asia 2025

“Warranty" and **"Warranty Period”** both have the meaning given in Condition 10.4.

1.2 The headings in these Conditions do not affect their interpretation.

1.3 A reference to a statute or statutory provision includes a reference to any subordinate legislation and is a reference to that statute, statutory provision or subordinate legislation in force at the date of the Contract as modified, consolidated, superseded, re-enacted or replaced (whether with or without modification) from time to time after the date of the Contract).

1.4 A reference to a particular day or time of day is, unless stated otherwise, a reference to that day or time in Hong Kong.

1.5 A reference to "including", "includes", "in particular" or any similar expression will be construed as illustrating and does not limit the scope of the words preceding it.

1.6 A reference to a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution, foundation or trust (whether or not having a separate legal personality).

1.7 Annexes to these Conditions form part of these Conditions.

1.8 References in these Conditions to “termination” will be deemed to include “expiration” and “expiry” unless inconsistent with the context.

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions will be effective for the duration of the Contract between INTERMED ASIA and the Customer (the "**Contract Term**").

2.2 Unless INTERMED ASIA expressly agrees otherwise, these Conditions apply to the following during the Contract Term:

(a) all Quotations issued by INTERMED ASIA (whether or not accepted by the Customer);

(b) all orders for Goods and Services received by INTERMED ASIA (whether or not accepted by INTERMED ASIA); and

(c) all contracts for the supply of Goods and/or Services by INTERMED ASIA.

2.3 These Conditions:

(a) are entirely incorporated into and form part of the Contract, to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply by way of any purchase order, confirmation of order, specification or other document, whether such terms or conditions were originally from the Customer or any other third parties), except to the extent that these Conditions are expressly amended within the Contract by the parties; and

(b) supersede all previous oral or written representations made by or on behalf of INTERMED ASIA which relate to the Goods and Services and/or the subject matter of the Contract.

2.4 Where there are any conflicts between the provisions of these Conditions and the Contract (excluding these Conditions), the Contract will apply to the extent of the conflict.

2.5 The Contract constitutes the entire agreement between the parties relating to the subject matter of it. Neither party has entered into the Contract in reliance on any representation, warranty or undertaking of the other party, except as expressly referred to in the Contract. In particular, the Customer acknowledges and agrees that it has not relied on any

© Intermed Asia 2025

statement, promise or representation which is not set out in these Conditions or the Contract, including any information (e.g. prices and dimensions) specified in drawings, illustrations, catalogues, websites, offers, advertising materials, standardisation sheets and the like, unless as expressly stated otherwise within the Contract.

2.6 The Customer acknowledges and agrees that:

(a) an order for Goods and/or Services submitted by the Customer to INTERMED ASIA or an acceptance of a Quotation by the Customer will be deemed to be an offer by the Customer to buy the Goods and/or Services subject to these Conditions; and

(b) by placing an order for Goods and/or Services with INTERMED ASIA or accepting a Quotation, the Customer accepts these Conditions in their entirety, except as otherwise expressly amended by the parties within the Contract (if applicable).

2.7 The Customer will provide INTERMED ASIA with all assistance and information as required by INTERMED ASIA from time to time for INTERMED ASIA to perform the Contract (e.g. where any information is required for any customised Goods). The Customer agrees that INTERMED ASIA is not liable to the extent that INTERMED ASIA is not able to perform the Contract due to the Customer's failure to provide such assistance or information.

2.8 The Customer will not, without the prior consent of INTERMED ASIA (which may be granted by INTERMED ASIA at its sole discretion):

(a) market, distribute or sell any of the Goods to any persons outside of the Territory; or

(b) market, distribute or sell any Goods to any customers inside the Territory who the Customer knows intends to, or may have reason to believe intends to, resell any of the Goods outside of the Territory.

2.9 The Customer must at all times comply with INTERMED ASIA 's Code of Conduct as set out at Annex 1.

3. QUOTATIONS AND ORDERS

3.1 Subject to Condition 3.2, a Quotation is:

(a) unless stated otherwise in the Quotation, only valid for five Business Days starting on the date of the Quotation (unless earlier withdrawn in accordance with Condition 3.2); and

(b) given on the basis that it is only an invitation to the Customer to order Goods and/or Services from INTERMED ASIA and it is not an offer by INTERMED ASIA to the Customer to enter into a contract.

3.2 INTERMED ASIA is entitled to withdraw any Quotation at any time during the validity period stated in Condition 3.1(a).

3.3 The Customer will ensure, and represents and warrants, that:

(a) any information contained in a Customer's order submitted to INTERMED ASIA; and

(b) any applicable information, drawing, design or specification which the Customer provides to INTERMED ASIA,

is complete and accurate.

3.4 INTERMED ASIA will use reasonable endeavours (subject to any public holidays in any relevant jurisdiction to the relevant order) to notify the Customer within five Business Days

© Intermed Asia 2025

after receipt of an order, whether it accepts or declines the received order (an acceptance notification being an **"Proforma Invoice"**, and a decline notification being an "**Order Notification**"). No orders from the Customer will be binding on INTERMED ASIA unless and until an Proforma Invoice is notified by INTERMED ASIA to the Customer, at which point the order will become an "**Accepted Order**" and become binding on the parties.

3.5 The Customer is entitled to cancel an order at any point before it becomes an Accepted Order, but is not entitled to cancel an Accepted Order except at INTERMED ASIA 's absolute discretion (as confirmed in writing) or in accordance with Condition 8.2(b).

3.6 If INTERMED ASIA agrees to cancel or vary an Accepted Order at the request of the Customer, then such cancellation or variation (as applicable) is subject to:

(a) the reimbursement by the Customer to INTERMED ASIA, on demand, of all costs and expenses incurred by INTERMED ASIA in connection with such cancellation or variation; and

(b) in the case of a variation, the appropriate adjustment by INTERMED ASIA to the quantity of and price payable for the Goods and/or Services that are subject to the relevant variation.

3.7 INTERMED ASIA expressly reserves the right to:

(a) decline any order from the Customer (in which case INTERMED ASIA will provide an Order Notification) for any reason; or

(b) suspend delivery of any Goods and/or Services under any Accepted Orders (in which case INTERMED ASIA will promptly inform the Customer of the reason for such suspension), for the following reasons:

(i) any breach by the Customer of its payment or other obligations under these Conditions;

(ii) stock shortage or discontinuation of any Goods;

(iii) issues in relation to the manufacturing of Goods (e.g. materials costs or materials availability);

(iv) issues in relation to the delivery of the Goods (e.g. any disruptions to the Goods factory or third party logistics partners); or

(v) any other reason reasonably interrupting the supply of the Goods and/or Services by INTERMED ASIA to the Customer.

4. THE GOODS

4.1 The quantity and description of the Goods will be as set out in the relevant Accepted Order.

4.2 The Specifications of the Goods will be:

(a) for all our standard models, as set out in the Catalogue and as otherwise notified by INTERMED ASIA to the Customer from time to time; and

(b) for any other Goods, as set out in writing (on a INTERMED ASIA -specified specification form) within the relevant Accepted Order.

4.3 All samples, drawings, descriptive matter, specifications and advertising issued by INTERMED ASIA and any descriptions or illustrations contained in INTERMED ASIA's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the items (including any Goods) described in them, and they will not form part of these Conditions.

© Intermed Asia 2025

4.4 Notwithstanding any other provisions in the Contract, INTERMED ASIA is entitled at any time to make any changes to the Specifications of the Goods (or the specifications of any Services) which:

(a) are required to conform with any Applicable Laws or regulations; or

(b) do not materially affect the relevant Goods' or Services' quality or performance.

4.5 INTERMED ASIA is only required to provide a "**Pre-Production Sample**" of the relevant Goods, for the Customer's approval prior to INTERMED ASIA manufacturing and delivering such Goods, if this is expressly set out within the relevant Accepted Order. If so, and unless as otherwise expressly agreed within the relevant Accepted Order:

(a) INTERMED ASIA will submit the relevant Pre-Production Sample to the Customer (at the relevant address as provided by the Customer) in accordance with the agreed timing between the parties;

(b) the Customer is responsible for all costs in relation to the manufacturing and provision of all Pre-Production Samples. Such costs will be invoiced separately and are not included in the prices of the Goods;

(c) if approved by the Customer, INTERMED ASIA will manufacture and deliver the relevant Goods in accordance with the Pre-Production Sample, and any changes to the Goods after such Customer approval will be entirely at the Customer's cost; and

(d) the Customer must act reasonably and promptly in providing its written approval of such Pre-Production Sample to INTERMED ASIA. The parties agree that:

(i) INTERMED ASIA will not manufacture the relevant Goods until the relevant Pre-Production Sample has been approved in writing by the Customer; and

(ii) INTERMED ASIA may at its discretion amend any details of the relevant Accepted Order, including by amending the pricing of the relevant Goods and/or amending the relevant Estimated Delivery Date, if the Customer has not responded within 5 Business Days of INTERMED ASIA providing the relevant Pre-Production Sample to the Customer.

5. THE SERVICES

5.1 INTERMED ASIA will provide the Services to the Customer if this is expressly agreed in writing within the relevant Accepted Order.

5.2 The Services will be supplied in accordance with INTERMED ASIA's standard specifications and conditions in relation to such Services from time to time (as notified to the Customer), including in relation to delivery periods and specifications / requirements of such Services, unless the parties agree otherwise in writing or to the extent the Contract expressly overrides such standard specifications and conditions.

5.3 The Customer will provide INTERMED ASIA with all information and assistance as INTERMED ASIA reasonably requires for the performance of the Services.

6. PRICES, CREDITS AND DISCOUNTS

6.1 The prices of the Goods and/or Services will be as set out in the relevant Accepted Order. Subject to Condition 6.2, such prices will accurately reflect any pricing that is set out in a Quotation or as otherwise agreed in writing between the parties. The Customer acknowledges that pricing for the Goods will be based on either of the following at INTERMED ASIA 's discretion:

© Intermed Asia 2025

(a) for certain Goods, on the combination of the following, all as may be further detailed in the Contract:

(i) base INTERMED ASIA price for the Goods;

(ii) INTERMED ASIA handling and processing charges;

(b) for certain other Goods, on the then-current INTERMED ASIA Goods and Services price list as of the date of the Order Confirmation (the "**Price List**"). The Price List will be notified by INTERMED ASIA to the Customer from time to time; any such revised Price List will become effective 30 days after it has been notified to the Customer.

6.2 INTERMED ASIA is entitled to increase the price of any Goods or Services in an Accepted Order at any time before delivery to reasonably reflect any increase in the cost of the manufacturing, procurement and/or supply of the Goods or Services by INTERMED ASIA, where such increase is due to any of the following factors:

(a) any factor beyond INTERMED ASIA's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, the Specifications of the Goods, or the specifications of the Services;

(c) any changes in the Specifications of the Goods or the specifications of the Services made by INTERMED ASIA in accordance with Condition 4.4; and/or

(d) any delay caused by any instructions of the Customer or failure of the Customer to give INTERMED ASIA adequate or accurate information or instructions.

6.3 The price of the Goods and Services are:

(a) given in the currency as set out in the applicable Price List;

(b) exclusive of any value added tax and any similar sales or turnover tax in any relevant jurisdiction or any other government-imposed fees which may be chargeable (all such amounts being "**Taxes**"). Such Taxes will be payable by the Customer when the Customer is due to pay for the Goods and/or Services:

(i) in addition to the price; and

(ii) at the rate and in the manner for the time being prescribed by Applicable Laws; and

(c) based on delivery of the Goods to the Customer on an ex-China basis (unless as otherwise identified in the Price List).

6.4 All costs and charges in relation to packaging, loading, unloading, insurance, duties, transport, storage or similar costs in relation to the delivery of the Goods will be paid by the respective parties in accordance with the Agreed Incoterms for the relevant Goods.

6.5 Further to Condition 6.3(b):

(a) where any supply by INTERMED ASIA under these Conditions is or becomes subject to any Taxes (including any payment under an indemnity), the Customer will pay the amount of that Tax to INTERMED ASIA at the prevailing rate, subject to INTERMED ASIA providing it with a valid Tax invoice. The Customer will indemnify INTERMED ASIA against all Taxes incurred by INTERMED ASIA in respect of those supplies by INTERMED ASIA under these Conditions, except to

© Intermed Asia 2025

the extent that INTERMED ASIA is entitled to repayment or credit in respect of that Tax; and

(b) where the Customer is required by Applicable Laws to make any payments under the Contract subject to the deduction or withholding of Taxes, the relevant sum payable by the Customer shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding (and any additional deduction or withholding on such increased amount), INTERMED ASIA receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and retained had no such deduction or withholding been made or required to be made. All invoiced amounts are payable in full to INTERMED ASIA without deduction and are net of all withholding Taxes.

6.6 INTERMED ASIA may, at its discretion, apply a fixed discount percentage of its choosing to the price of any Goods for the Customer. Such fixed discount is effective for the relevant calendar year (or another duration as specified by INTERMED ASIA), and does not apply to any Goods that are subject to separate special offers, special prices and/or individual offers. Such discount may be terminated by PCIM at any time at its sole discretion.

7. PAYMENT

7.1 Subject to any payment terms as set out in the Contract or any other agreed written arrangements between the parties, INTERMED ASIA will raise invoices in relation to the Goods or Services on delivery of the relevant Goods to the Customer or the relevant Services (as applicable). Such invoices will be sent to the Customer's email address as notified by the Customer to INTERMED ASIA from time to time.

7.2 The Customer will pay all such invoiced amounts within the payment period as specified under the Contract (or if no such payment period is specified under the Contract, within 30 days from the date of the relevant invoice), via the payment method as required by INTERMED ASIA from time to time.

7.3 If the Customer fails to make any payment when due by it under the Contract then, without affecting any other rights and remedies which INTERMED ASIA may have, INTERMED ASIA will be entitled, at its discretion, to:

(a) suspend its performance of these Conditions, including suspend any further deliveries of the Goods or Services until paid;

(b) require the Customer to pay any costs or expenses of storage of any Goods for which INTERMED ASIA has suspended delivery;

(c) charge the Customer interest on the overdue amount, at the lesser of the following rates, calculated from, but excluding, the due date to, and including, the date of actual payment calculated on a daily basis:

(i) 1% more than the base lending rate quoted from The Hong Kong and Shanghai Banking Corporation Ltd in Hong Kong; or

(ii) the maximum percentage permitted by Applicable Laws on that overdue amount;

(d) treat such failure as a material breach of the Contract which is incapable of remedy; and/or

(e) from the date that the Customer fails to make the relevant payment, all unpaid sums payable to INTERMED ASIA by the Customer will be immediately due.

7.4 INTERMED ASIA will be entitled to recover payment for the Goods even where title in the Goods has not passed from INTERMED ASIA to the Customer.

© Intermed Asia 2025

7.5 Each payment to be made by the Customer to INTERMED ASIA pursuant to or in connection with the Contract must be paid in full without any deduction, withholding, restriction or set-off, unless the Customer is required by Applicable Laws to make such a payment subject to a deduction or withholding.

8. **DELIVERY**

8.1 If the relevant order is accepted, the Order Confirmation will set out the estimated date of delivery ("**Estimated Delivery Date**") for the relevant Goods.

8.2 The parties agree that:

(a) INTERMED ASIA will use reasonable efforts to ensure that all Goods in the relevant Proforma Invoice are delivered by the Estimated Delivery Date or, if not by the Estimated Delivery Date, within a reasonable period of time after such date; and

(b) any such Estimated Delivery Date is an estimate only, and INTERMED ASIA will have no liability in relation to any Accepted Orders that are not delivered by the Estimated Delivery Date, except that if such Accepted Order's delivery is delayed by more than 30 days from the Estimated Delivery Date, the Customer may cancel such Accepted Order, and INTERMED ASIA will give a credit amount to the Customer (equal to any Accepted Order payment already made by the Customer) for the Customer's use in paying for future Goods. Such cancellation right for the Customer is the Customer's sole remedy for any delays in the delivery of the relevant Accepted Order.

8.3 Delivery of the Goods will take place at the delivery address stated in the Accepted Order. The Customer will provide adequate and appropriate equipment and manual labour for the unloading of the Goods at the relevant delivery address.

8.4 INTERMED ASIA will package the Goods in accordance with INTERMED ASIA's usual standards. Any different packaging requirements as agreed by the parties will be at the Customer's cost.

8.5 If for any reason the Customer refuses or otherwise fails to take delivery of the Goods in accordance with the agreed delivery schedule and these Conditions, or INTERMED ASIA is unable to deliver the Goods on time because the Customer has not provided adequate and appropriate instructions, documents, licences or authorisations or due to any other act or omission of the Customer, then:

(a) the Goods will be deemed to have been delivered in accordance with the Contract;

(b) INTERMED ASIA may store or arrange for the storage of the Goods until delivery or resale in accordance with Condition 8.5(c) and the Customer will be responsible for and will reimburse to INTERMED ASIA all related costs and expenses (including any insurance costs) within 30 days of receiving INTERMED ASIA 's written demand;

(c) PCIM may, at any time after giving written notice to the Customer, sell the Goods at the best price reasonably obtainable in the circumstances and charge the Customer a sum equal to:

(i) the difference between the price obtained and the price payable for the Goods by the Customer pursuant to the Contract if the price obtained by INTERMED ASIA is less than the price payable by the Customer; and

(ii) any costs and expenses relating to the sale which are reasonably incurred by INTERMED ASIA,

© Intermed Asia 2025

and the Customer will pay such sum to INTERMED ASIA within 30 days of receiving INTERMED ASIA 's written demand; and

(d) the Customer will be responsible for and will reimburse to PCIM all costs and expenses relating to the transport of the Goods to and from the delivery address agreed by INTERMED ASIA and the Customer within 30 days of receiving INTERMED ASIA 's written demand.

8.6 If INTERMED ASIA delivers to the Customer a quantity of Goods which is (and always subject to Condition 8.8):

(a) not more than 5% more or less than the quantity ordered by the Customer, then:

(i) the Customer will not be entitled to object or reject the Goods or any of them by reason of such shortfall or excess; provided that

(ii) if the Customer notifies INTERMED ASIA within five Business Days of its receipt of the affected Goods of such shortfall or excess, INTERMED ASIA will make a pro rata adjustment to the invoice for the affected Goods and, within 10 Business Days of such Customer notification, re-submit such adjusted invoice to the Customer for payment; or

(b) more than 5% more or less than the quantity of Goods ordered by the Customer, the Customer may either (within five Business Days of its receipt of the affected Goods):

(i) reject the Goods exceeding such 5% threshold, in which case the Customer will provide INTERMED ASIA with all reasonable assistance, at INTERMED ASIA’s expense, to collect such shortfall or excess Goods; or

(ii) accept the shortfall or excess Goods, in which case INTERMED ASIA will make a pro rata adjustment to the invoice for the affected Goods and, within ten Business Days of such Customer notification, re-submit such adjusted invoice to the Customer for payment,

and where the Customer does not make such election in writing within such five Business Days period, paragraph (ii) above will apply.

8.7 The Customer will provide INTERMED ASIA with such evidence of the Customer taking delivery of the Goods as is reasonably required by INTERMED ASIA, including by executing any documentation required by the relevant shipment company that may then be forwarded to INTERMED ASIA.

8.8 The quantity of any consignment of Goods as recorded by INTERMED ASIA on despatch from INTERMED ASIA 's place of business (e.g. as recorded on any Shipping Invoice from PCIM) will be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence proving the contrary.

9. RISK AND TITLE

9.1 Risk of damage to or loss of, and ownership of and title to, the Goods will pass to the Customer in accordance with the Agreed Incoterms (and "delivery to the Customer" or similar language under these Conditions, unless expressly specified otherwise, refers to the date that such title and risk is transferred by delivery of the relevant Goods in accordance with the Agreed Incoterms).

9.2 Until ownership of the Goods passes to the Customer, the Customer must:

(a) hold the Goods as a fiduciary basis as INTERMED ASIA 's bailee;

© Intermed Asia 2025

(b) store the Goods (at no cost to INTERMED ASIA) separately from all other goods of the Customer or any third party in such a way that they are readily identifiable as INTERMED ASIA's property (if necessary marking the Goods with a removable identifier);

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition, insured on INTERMED ASIA's behalf for their full price against all risks to the reasonable satisfaction of INTERMED ASIA, and will whenever requested by INTERMED ASIA produce a copy of the policy of insurance.

9.3 If the Customer has taken possession of the Goods from INTERMED ASIA pursuant to these Conditions, the Customer may agree to resell the Goods to a third party before ownership has passed to the Customer, subject to the following:

(a) the Customer will effect such a sale only in the ordinary course of the Customer's business and at full market value;

(b) the Customer will deal as principal when making such a sale and will not act as INTERMED ASIA 's agent; and

(c) ownership in the Goods pursuant to these Conditions will pass from INTERMED ASIA to the Customer immediately before the time at which ownership in the Goods passes to the third party pursuant to the agreement to resell the Goods, but not before such time.

9.4 The Customer's right to possession of any Goods which have not been paid for in full will terminate immediately if:

(a) the Customer suffers or is subject to any of the events set out in Condition 14.1 or INTERMED ASIA reasonably believes that such an event is about to happen and notifies the Customer accordingly; or

(b) the Customer is in default for more than seven days in the payment of any sum due to INTERMED ASIA; or

(c) the Customer encumbers or in any way charges such Goods; or

(d) the Contract is terminated for any reason,

and, without prejudice to Condition 9.5, the Customer will deliver up all such Goods which have not been irrevocably incorporated into another product to INTERMED ASIA immediately upon notification from INTERMED ASIA.

9.5 The Customer grants INTERMED ASIA and INTERMED ASIA's agents and employees an irrevocable licence at any time to enter any premises in which any Goods in which title has not passed and which have not been sold or irrevocably incorporated into another product are or may be stored in order to:

(a) inspect the Goods; and

(b) recover the Goods if the Customer's right to possession of the Goods has terminated.

9.6 If INTERMED ASIA is unable to determine whether any Goods are Goods in respect of which the Customer's right to possession has terminated, INTERMED ASIA will be deemed to have sold all such Goods in the order in which they were invoiced to the Customer by INTERMED ASIA.

© Intermed Asia 2025

9.7 INTERMED ASIA's (but not the Customer's) rights under this Condition 9 will survive termination or expiry of the Contract.

10. **WARRANTY**

10.1 Each party warrants that:

(a) it is entitled to enter into the Contract;

(b) it is validly incorporated and duly registered under Applicable Laws, and has power to conduct its business as conducted at the date of the Contract;

(c) the Contract will, when executed, constitute valid and binding obligations of the party and any relevant Affiliates who is party to it; and

(d) the obligations in the Contract do not violate the terms of any other agreement, undertaking, judgment or court order which binds it or its relevant Affiliates.

10.2 The Customer will take all reasonable steps to properly examine the Goods and check the quantity, condition and description of the Goods immediately on their delivery.

10.3 The remaining provisions of this Condition 10 after this Condition 10.3 only apply where INTERMED ASIA is the manufacturer of the Goods. Where INTERMED ASIA is not the manufacturer of the Goods, INTERMED ASIA does not provide any warranty in relation to (and the Warranty will not apply to) such Goods, but will use its reasonable endeavours (without incurring any expense) to transfer the benefit of any warranty or guarantee which applies to the Goods and which has been given to INTERMED ASIA by the original manufacturer.

10.4 INTERMED ASIA warrants that, subject to the other provisions of these Conditions, on delivery and during the Warranty Period the Goods will be free from Defects at the time that risks in such Goods are transferred to the Customer in accordance with Condition 9.1 (such warranty being the "**Warranty**"). The "**Warranty Period**" for all Goods is:

(a) one month from the date of delivery of the affected Goods, where the alleged Defect or shortfall should be apparent on reasonable inspection; or

(b) two months from the date of delivery of the affected Goods, where the alleged Defect or shortage would not be apparent on reasonable inspection.

10.5 If any Defective Goods breaches the Warranty, INTERMED ASIA will not be liable for the relevant Defect, unless:

(a) the Customer has given notice of the relevant Defect to INTERMED ASIA within the relevant Warranty Period of the relevant Defect; and

(b) if required by INTERMED ASIA, the Customer has provided INTERMED ASIA with any further requested evidence of the relevant Defect.

10.6 If the Customer fails to give notice of the relevant Defect in accordance with Condition 10.5(a), it will be deemed to have accepted the relevant delivered Goods.

10.7 Following the Customer's notification under Condition 10.5(a), in the event that INTERMED ASIA assesses (acting reasonably) that it is responsible for the relevant Defect in the Goods, INTERMED ASIA may, at its discretion (and subject to Applicable Laws), as the Customer’s sole and exclusive remedy for such Defect, either:

(a) issue a credit note to the Customer (if payment for the Goods has been received);

(b) replace the relevant Defective Goods with a non-Defective identical Goods; or

© Intermed Asia 2025

(c) relieve the Customer from its payment obligation for such Goods (if payment for the Goods has not been received),

subject to the Customer, strictly in accordance with INTERMED ASIA 's written instructions and at INTERMED ASIA 's cost:

(d) returning the relevant Goods to INTERMED ASIA; and/or

(e) disposing of such Goods.

10.8 Once INTERMED ASIA has complied with Condition 10.7, then (subject to Applicable Laws) INTERMED ASIA will have no further liability to the Customer in respect of the relevant breach by INTERMED ASIA of the Warranty.

10.9 These Conditions will apply to any replacement Goods supplied by INTERMED ASIA.

10.10 except as expressly set out in these conditions and the contract, all warranties, conditions and other terms implied by applicable laws are, to the fullest extent permitted by applicable laws, excluded from these conditions and the contract, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, any implied warranties arising from course detailing or usage of trade and any implied warranties of non-infringement.

10.11 INTERMED ASIA will not be liable for a breach of the Warranty if:

(a) after notifying INTERMED ASIA of the Defect, the Customer makes any further use of the affected Goods;

(b) the Defect in the affected Goods arises because the instructions of INTERMED ASIA relating to the storage, installation, commissioning, use and/or maintenance of the affected Goods or, if there are no such instructions, good trade practice have not been complied with;

(c) the Defect in the affected Goods arises because of a design made, furnished or specified by the Customer;

(d) the Defect in the affected Goods arises as a result of any information submitted to INTERMED ASIA by the Customer (including any information contained in the Customer's order, drawings, designs and/or specification which the Customer provides to INTERMED ASIA or

(e) the affected Goods have been altered or repaired improperly.

10.12 For the avoidance of doubt, the parties agree that:

(a) any Goods with minor deviations from their Specifications that are commonly accepted within INTERMED ASIA 's industry, whether in relation to the quality, colour, size, quantity or finishing or any other aspect of the Goods, are not Defective Goods; and

(b) to the extent permitted by Applicable Laws and except as otherwise expressly specified in these Conditions, the Customer may not return any of the Goods to INTERMED ASIA.

© Intermed Asia 2025

11. LIMITATION OF LIABILITY

11.1 INTERMED ASIA's total and cumulative liability under these Conditions and the Contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise, is limited to the lesser of the following amounts:

(a) the total amount paid by the Customer for the Goods or Services under the Contract in the 6 months preceding the date of the relevant claim; or

(b) USD100,000.

11.2 Except to the extent Condition 11.4 applies, INTERMED ASIA will not be liable for any losses (including any Losses) of the Customer arising from or in connection with these Conditions or the Contract, even if such losses are foreseeable and/or INTERMED ASIA has been advised of or is aware (or reasonably should have been aware) of the possibility of the Customer incurring or suffering such losses.

11.3 To the extent permitted by Applicable Laws and regulations, INTERMED ASIA will not be liable to any end purchaser of the Goods from the Customer.

11.4 Nothing in the Contract or these Conditions will limit or exclude INTERMED ASIA 's liability (if any):

(a) to the Customer for personal injury or death suffered by the Customer that is caused by INTERMED ASIA 's gross negligence;

(b) for any matters which it would be illegal for INTERMED ASIA to exclude or attempt to exclude its liability; or

(c) for fraud, fraudulent misrepresentation or wilful misconduct.

12. GOODS RECALL AND THIRD PARTY CLAIMS

12.1 The Customer will, at INTERMED ASIA's expense:

(a) cooperate fully in any product hold or product recall campaign organised by INTERMED ASIA (whether at INTERMED ASIA's discretion or as required by Applicable Laws or any governmental authority or otherwise) which relates to the Goods; and

(b) give all reasonable assistance requested by INTERMED ASIA to recover any Goods which are the subject of a product hold and/or a recall campaign and prevent their dissemination to third parties.

12.2 If the Customer becomes aware of any actual, threatened or suspected claim by a third party in respect of the Goods including alleged Defects in the Goods or the infringement of any third party rights by the Goods, then the Customer will:

(a) notify INTERMED ASIA in writing of such claim promptly and in any event within three days of becoming aware of such claim;

(b) promptly provide such assistance and take such action as INTERMED ASIA may reasonably request to avoid, dispute, defend, mitigate, resist, appeal or compromise such claim including, but not limited, to allowing INTERMED ASIA to take full control of any proceedings or negotiations in connection with the claim;

(c) not take any steps or enter into any proceedings with respect to such claim without the prior written consent of INTERMED ASIA; and

(d) not settle or compromise, or agree any matter in the conduct of, any claim without the prior written consent of INTERMED ASIA.

© Intermed Asia 2025

13. **CUSTOMER'S WARRANTY AND INDEMNITY**

13.1 In addition to the warranties given under Condition 10.1, the Customer warrants and undertakes that:

(a) the Customer has authority to supply (and to authorise INTERMED ASIA to use in the manner contemplated by the Contract) any goods, designs, specifications, instructions or information furnished by it to INTERMED ASIA; and

(b) any work undertaken by INTERMED ASIA, or the sale of any Goods produced, on the basis of such designs, specifications, instructions and/or information will not infringe the rights of any third parties.

13.2 In addition to any other indemnities granted by the Customer under these Conditions, the Customer will indemnify and hold INTERMED ASIA harmless against any and all Losses arising from:

(a) the Customer’s breach of the Contract; and

(b) any claims against INTERMED ASIA from any end purchaser of the Goods.

14. **TERMINATION**

14.1 INTERMED ASIA may terminate the Contract prematurely, with immediate effect and without further liability, by notice in writing to the Customer in the event that:

(a) the Customer is in material breach of the Contract and:

(i) such breach is incapable of remedy; or

(ii) such breach is capable of remedy but the Customer fails to remedy the breach within 20 Business Days of the Customer receiving a written notice setting out particulars of the breach in reasonable detail and requiring the breach to be remedied;

(b) an Insolvency Event occurs to the Customer;

(c) in INTERMED ASIA's opinion (acting reasonably), the Customer is in a financial position which has deteriorated or may deteriorate to such an extent that the Customer's capability to adequately fulfil the Customer's obligations arising out of or in connection with the Contract has been or will be placed in jeopardy;

(d) if any person agrees to acquire or acquires Control of the Customer;

(e) in the circumstances set out at Condition 7.3(d);

(f) the Customer is conducting any business which in INTERMED ASIA's opinion (acting reasonably), materially and negatively impact on INTERMED ASIA's or its Affiliates' public reputation; or

(g) the Customer's breach of Condition 2.9.

14.2 If INTERMED ASIA terminates the Contract then, without affecting any other rights and remedies which INTERMED ASIA may have (whether provided by law, equity, these Conditions or the Contract):

(a) unless INTERMED ASIA directs or agrees otherwise, the Customer will immediately:

© Intermed Asia 2025

(i) at the Customer's own cost and risk, return any Goods to INTERMED ASIA which are in the Customer's possession and which are unpaid for at the date of termination; and

(ii) reimburse to INTERMED ASIA on demand any shortfall between the price (if any) obtained by INTERMED ASIA in disposing of such Goods and the price which was payable for such Goods by the Customer pursuant to the Contract; and

(b) all sums outstanding from the Customer to INTERMED ASIA will become immediately due and payable;

(c) INTERMED ASIA may dispose of any Goods which are undelivered and unpaid for as at the date of termination in any manner INTERMED ASIA chooses (including by resale);

(d) INTERMED ASIA will not be obliged to deliver to the Customer any Goods which were undelivered and unpaid for as at the date of termination; and

(e) INTERMED ASIA will be entitled to retain any sums paid as deposit or in part payment for the Goods even though such Goods have not been and will not be delivered to the Customer and set-off any such sums against any payment which the Customer has failed to make pursuant to or in connection with the Contract.

14.3 INTERMED ASIA will be entitled to suspend any deliveries of the Goods or provision of Services otherwise due to take place following service of a written notice on the Customer setting out particulars of a breach of the Contract in reasonable detail and requiring the breach to be remedied until the earlier of the following occurs:

(a) the breach is remedied to the reasonable satisfaction of INTERMED ASIA; or

(b) the Contract terminates.

14.4 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued before termination. Any Conditions that expressly or impliedly have effect after termination of the Contract will continue to be enforceable notwithstanding termination.

14.5 INTERMED ASIA will be entitled to cancel all Accepted Orders placed by the Customer scheduled for delivery after the date of termination or expiry.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

15.1 Each party will keep confidential and will not divulge to any third party:

(a) the terms of the Contract; and

(b) the confidential information of the other party (including, in the case of INTERMED ASIA, information which relates to the design of the Goods or the provision of the Services or of any other goods manufactured and/or supplied by INTERMED ASIA) which is obtained by that party (such confidential information being the "**other party's confidential information**").

15.2 Each party will not use the other party's confidential information (including making copies of such information) for any purpose other than to perform its obligations arising out of or in connection with the Contract.

15.3 The obligations of confidentiality set out in this Condition 15 will not apply to any of the other party's confidential information which is:

© Intermed Asia 2025

(a) or was already, or has subsequently become, published or publicly available for use or otherwise in the public domain other than as a result of a breach of the Contract or of any confidentiality obligation owed by the disclosing party to the other party;

(b) disclosed by the disclosing party pursuant to a requirement of the Applicable Laws and regulations or the lawful requirement of any governmental or other regulatory authority, only to the extent of such required disclosure; or

(c) already in the disclosing party's possession at the time of disclosure, other than as a result of a breach of the Contract or of any confidentiality obligation owed by the disclosing party to the other party.

15.4 Each party will:

(a) as directed by the other party, return or destroy the other party's confidential information which is held by or on behalf of the other party in written or graphic form, as directed by the other party; and

(b) delete the other party's confidential information from its electronic files, computers or other recording media,

promptly upon the termination of the Contract for any reason (including expiration).

15.5 No right or licence is granted to the Customer in respect of any intellectual property owned or controlled by INTERMED ASIA or any of its Affiliates (including any trademarks or tradenames (whether registered or unregistered), copyright, design right (whether registered or unregistered) and patents) (such rights being, collectively, the " **INTERMED ASIA IPR**"), except that INTERMED ASIA grants the Customer a right to use any INTERMED ASIA-owned or controlled trademarks or tradenames that are applied onto any of the Goods, for the sole purpose of selling the Goods in the Customer's ordinary course of business (as contemplated by these Conditions) and during the Contract Term only. Such right is subject to the terms of the Contract (including Condition 15.6 below) and any other policies or instructions as notified by INTERMED ASIA to the Customer from time to time (e.g. any trademarks use policy of INTERMED ASIA).

15.6 Unless INTERMED ASIA agrees otherwise in writing, the Customer will ensure that:

(a) any tradenames or trademarks of INTERMED ASIA or other words or marks applied to the Goods by or on behalf of INTERMED ASIA (collectively, the "**Goods Trademarks**") are not obliterated, obscured, omitted or supplemented by any additional words or marks whilst the Goods are in the Customer's possession or under the Customer's control;

(b) use any trademarks or names so resembling such Goods Trademarks in relation to the Goods; or

(c) use any trademarks or names so resembling the Goods Trademarks as to be likely to cause confusion or deception.

15.7 The Customer warrants, represents and undertakes that it will not infringe any INTERMED ASIA IPR or use any of the INTERMED ASIA IPR in any way which might prejudice their distinctiveness or validity or the goodwill of INTERMED ASIA. If the Customer becomes aware of any infringement or alleged infringement of such INTERMED ASIA IPR, it will advise INTERMED ASIA of such as soon as possible and provide all assistance reasonably requested by INTERMED ASIA in resolving such issue.

15.8 The Customer will ensure that its officers and employees comply with the obligations of the Customer set out in this Condition 15.

© Intermed Asia 2025

15.9 The obligations arising out of or in connection with this Condition 15 will survive the termination of the Contract.

16. **NOTICES**

16.1 All notices and other communications under the Contract and these Conditions must be in writing in English and delivered by hand or sent by registered mail, express courier, fax or e-mail to the relevant party's contact details as set out in the Contract. A notice will be effective upon receipt and will be deemed to have been received at the time of delivery, if delivered by hand, registered mail or express courier or at the time of successful transmission, if delivered by fax or e-mail.

17. **FORCE MAJEURE**

17.1 Subject to the affected party's compliance with Condition 17.2, if a party is subject to a Force Majeure Event (the "**affected party**"), it will not be deemed to be in breach of these Conditions or the Contract or otherwise to have any liability in respect of the failure or delay in the performance of its obligations arising out of or in connection with the Contract:

(a) to the extent that the failure or delay in performing such obligations was due to the Force Majeure Event; and

(b) for so long as the Force Majeure Event continues and for such time after the Force Majeure Events stops as is necessary for the affected party, using reasonable endeavours, to restart performing its obligations arising out of or in connection with the Contract,

provided that the affected party:

(c) has taken all reasonable steps to avoid such failure or delay; and

(d) has continued and will continue to comply with its obligations arising out of or in connection with this Condition 17.

17.2 The affected party must:

(a) give written notice to the other party, specifying the nature and extent of the Force Majeure Event, as soon as possible upon becoming aware of the Force Majeure Event; and

(b) use all reasonable endeavours (without being obliged to incur any expenditure):

(i) to bring the Force Majeure Event preventing or delaying the performance of its obligations to an end, or to find a solution by which its obligations arising out of or in connection with the Contract may be performed despite the continuance of the Force Majeure Event; and

(ii) whilst such Force Majeure Event is continuing, to mitigate the severity of the Force Majeure Event effect upon the affected party.

17.3 If the failure or delay in the performance of its obligations by the affected party due to Force Majeure Event continues for a continuous period exceeding three months, then either party may terminate the Contract immediately by the service of a written notice on the other party, and once such notice has been validly given, the Contract will terminate on that termination date.

18. **GENERAL**

18.1 Except as expressly stated otherwise in the Contract, each party to the Contract will pay its own costs and expenses in relation to the preparation and execution of the Contract.

© Intermed Asia 2025

18.2 The Contract may only be amended by mutual agreement in writing.

18.3 INTERMED ASIA may assign, transfer or sub-contract its rights and obligations under the Contract to:

(a) any of INTERMED ASIA's Affiliates; and/or

(b) to any third party who is acquiring all or part of INTERMED ASIA's business by means of a (complete or partial) transfer of INTERMED ASIA's assets and/or shares,

in each case without the Customer's consent, but provided prior written notice of such action is given to the Customer.

18.4 The Customer is not entitled to assign, transfer or sub-contract its rights and obligations under the Contract without the prior written consent of INTERMED ASIA.

18.5 The invalidity or unenforceability of any provision of the Contract will not affect the validity or enforceability of any other provision of the Contract. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provisions will be as close as possible to the intent of the invalid or unenforceable provision.

18.6 No failure by any party to exercise, and no delay in exercising, any right under the Contract, in the event of breach of the Contract by any party, will operate as a waiver of such right or any other right under the Contract.

18.7 INTERMED ASIA will be entitled (but not obliged) at any time without notice to the Customer to set off any liability of the Customer to INTERMED ASIA against any liability of INTERMED ASIA to the Customer (in either case regardless of how the liability has arisen and whether or not the liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and, if the obligations are in different currencies, may for such purpose convert or exchange any currency.

18.8 Each of the rights and remedies provided by these Conditions and/or the Contract are cumulative and do not exclude any other rights and remedies (whether provided by law, equity or the Contract).

18.9 Any terms in the Contract which are not defined within the Contract but are defined in these Conditions, will have the meaning given to those terms in these Conditions.

19. GOVERNING LAW AND JURISDICTION

19.1 These Conditions and the Contract, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Conditions and/or the Contract, are governed by, construed and take effect in accordance with the laws of Hong Kong.

19.2 The parties will, in relation to any disputes arising in connection with these Conditions and/or the Contract, use good faith and reasonable efforts to resolve the dispute between the parties, for a period of two weeks following notification by a party to the other party of the relevant dispute. The CEOs of each relevant party will be involved in such dispute resolution efforts. If such dispute resolution efforts are unsuccessful, either party may escalate such disputes to be finally settled under the Rules of Arbitration of the International Chambers of Commerce by three arbitrators appointed in accordance with these rules. The seat of the arbitration will be the Hong Kong International Arbitration Centre, Hong Kong Special Administrative Region. The language of the arbitration will be English.

19.3 Nothing in these Conditions and/or the Contract will prevent or restrict INTERMED ASIA from at any time making any claim (including seeking any emergency, interim or interlocutory relief) in relation to a breach or alleged breach or potential breach by the

© Intermed Asia 2025

Customer of these Conditions and/or the Contract, including any action to seek an injunction, specific performance of these Conditions and/or the Contract or any other equitable relief in respect of any actual or threatened breach of these Conditions and/or the Contract.

© Intermed Asia 2025

ANNEX 1

INTERMED ASIA 's Code of Conduct

Purpose	INTERMED ASIA Limited (in this Code of Conduct, "**Intermed**" or "**we**") is committed to conducting our business in an ethical, legal and socially responsible manner. By entering into the Contract, the Customer agrees to this Code of Conduct (pursuant to Condition 2.9). Intermed will only do business with customers and third parties who share our principles in corporate social responsibility.
Ethical business practices	Customer shall conduct their business in accordance with the highest standards of ethical behaviour. We wish to state our company's policy that no money, assets, gifts, fees, or compensation of any kind may be given to our employees or affiliates to any of our employees. Should such an incidence arise, an official claim will be filed with the competent authorities, while the staff concerned will be dismissed for cause and we will discontinue doing business with the Customer.
Laws and regulations	Customer and its subcontractors shall operate in full compliance with the Applicable Laws and regulations in the countries in which they operate. The Applicable Laws and regulations include but are not limited to those pertaining to human rights, workers' rights, social responsibility and environmental protection.
Child labour	Child labour is not tolerated in any form. Customer shall comply with local minimum working age laws and requirements and not employ child labour.
Forced labour	Forced or involuntary labour is not tolerated in any form. Customer shall not use any forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise.
Minimum wages	Customer shall provide wages and benefits for regular and overtime work that meet at least the level required by Applicable Laws in the countries/regions in which they operate.
Working hours	Customer shall not require workers to work more than the maximum hours of daily labour set by the Applicable Laws in the countries/regions in which they operate.
Health and safety	Customer shall provide their employees with a safe and healthy working environment and when applicable, safe and healthy residential facilities. Customer shall take appropriate actions to prevent workplace accidents.
Non-discrimination	Customer shall treat all of their employees strictly according to his or her abilities and qualifications and shall not discriminate its employment practices on the

© Intermed Asia 2025

	basis of race, colour, religion, gender, age, physical disability, origin or any other basis prohibited by law.
Harassment and abuse	Customer shall treat their employees with dignity and respect. In no event shall Customer's workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.
Freedom of association	Unless restricted by local laws and regulations, Customer shall allow its employees the freedom of association and the right to collective bargaining.
Environment	Customer shall comply with all applicable environmental laws and regulations in the countries/regions in which they operate and be committed to improving and investing in environmental efforts.
Violations	The Customer or any Intermed employee that becomes aware of violations of this policy is obligated to notify any directors of Intermed. Any breach of this Code of Conduct by the Customer is deemed to be an irremediable breach of the Contract and we may terminate the Contract pursuant to Condition 14.1(g).

© Intermed Asia 2025