

## Website Terms and Conditions of Use

This page sets out the terms and conditions use (the “Terms and Conditions”) which you agree to be bound by, when you either (a) visit or use our website, <http://www.v-bmb.com> (the “Site”), or (b) use the Site to purchase Products (each a “Product”) listed on the Site. Please take some time to read these Terms and Conditions before ordering any Products from the Site. By ordering any of our Products, you agree to be bound by these Terms and Conditions as well as the VBMB Terms and Conditions of Supply available here (“VBMB Sale Conditions”). You should visit our page regularly to make note of any changes we have made to our Terms and Conditions.

### 1. WHO WE ARE

We are Venture BioTech Modules Business Pte. Ltd., trading as <http://www.v-bmb.com> (“VBMB”).

- VBMB is a wholly-owned subsidiary of Venture Corporation Limited., a company incorporated in Singapore.
- These Terms and Conditions are our copyrighted intellectual property. Any use by third parties, even of extracts of the Terms and Conditions, for the commercial purposes of offering goods and/or services is not permitted. Infringements may be subject to legal action.

### 2. DEFINITIONS

In these Terms and Conditions:

1. “Account” means the VBMB Account that you will need to register for on the Site if you would like to obtain more details information and promotion (if any);
2. “Business Day” means any day on which banks in Singapore are open for business;
3. “Order Confirmation” means our email to you, in which we acknowledge your Order in accordance with clause 6.2 below;
4. “Business Day” means a day which is neither (i) a Saturday or Sunday, nor (ii) a public holiday anywhere in Singapore;
5. “Contract” means your Order of a Product or Products in accordance with these Terms and Conditions which we accept in accordance with clause 6.2 below;
6. “Customer” means any individual who places an Order on the Site;
7. “Order” means the Order submitted by you to the Site to purchase a Product from us;
8. “You” or “you” means the Customer who places an Order;
9. References to “clauses” are to clauses of these Terms and Conditions;
10. Headings are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;
11. Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;
12. References to “includes” or “including” or like words or expressions shall mean without limitation.

### 3. ELIGIBILITY

To place an Order with VBMB you must be over eighteen (18) years of age. If you are under eighteen (18), you may place an Order with VBMB only with involvement of a parent or guardian.

### 4. PROHIBITIONS

You must not misuse this Site. You shall not commit or encourage a criminal offence, transmit or distribute a virus including but not limited to Trojan horse, worm, logic bomb or post any other material on the Site which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person’s propriety rights; send any unsolicited advertising or promotional material; or attempt to affect the performance or functionality of any computer

facilities of or accessed throughout the Site. Any breach of this provision would constitute a criminal offence under the Computer Misuse and Cybersecurity Act 2013. In the event such breach occurs, VBMB will report the breach to the relevant law enforcement authorities and appropriate legal action will be taken.

## 5. ENTIRE AGREEMENT

5.1 These Terms and Conditions together with the VBMB Supply Conditions, shall apply to all Orders and Contracts made or to be made by us for the sale and supply of Products. These Terms and Condition constitute the entire agreement between you and VBMB and supersede any and all preceding and contemporaneous agreements between us. Any waiver of any provision of the Terms and Conditions will be effective if in writing and signed by an authorised signatory of VBMB. In the event of inconsistency between the VBMB Supply Conditions and these Terms and Conditions, the terms of the VBMB Supply Conditions shall apply.

5.2 You acknowledge that, in entering into this Contract, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms and Conditions, except as expressly stated in the Terms and Conditions.

## 6. TERMS OF SALE

### 6.1 Registration

- To obtain more details information and promotion (if any), you must register with us by creating an Account on the Site. You must only submit to us information which is accurate and true. You must also keep your information up to date by informing us of any changes, by using the relevant sections of the Site.
- You shall not misuse the Site by creating multiple user accounts.

### 6.2 Formation of a Contract

- The information set out in the Terms and Conditions and the details contained on this Site do not constitute an offer for sale but rather an invitation to treat. No Contract in respect of any Products shall exist between you and us until we have shipped the Products to your address.
- To submit an Order, you will be required to follow the online shopping process on the Site. After this you will receive an Order Confirmation which will act as an acknowledgement of your Order.
- An Order is only considered accepted by us upon your Order being shipped to the delivery address provided by you.
- A Contract will relate only to those Products which we deliver to you. If your Order consists of more than one Product, the Products may be delivered to you in separate packages at separate times.

### 6.2 Price and Payment

Whilst we make best efforts to ensure that all details, descriptions and prices which appear on this Site are accurate, there may be instances where errors may occur. If we discover an error in the price of any Products which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your Order at the correct price or cancelling it. If we are unable to contact you we will treat the Order as cancelled. If you cancel your Order before we have shipped it to you, and you have already paid for your Order, you will receive a full refund.

(a) Where applicable, prices are inclusive of applicable taxes and are denominated in United States Dollars. Delivery costs will be charged in addition where applicable; such additional charges are clearly displayed and included in the Site's shopping cart.

(b) We are under no obligation to fulfil your Order if the price listed on the website is incorrect (even after your Order has been acknowledged by us).

- You can make payment for Products using our payment gateway service provider, Braintree (an affiliate of PayPal), whose site you will be automatically redirected to when you attempt to make payment for Products.

(d) Upon authorisation of the payment, you are confirming that the card belongs to you or that you are the legitimate holder of the card, and have sufficient funds or credit facilities to cover the cost of the Product.

#### 6.4 Mistaken Orders

If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact [sales@v-bmb.com](mailto:sales@v-bmb.com) immediately. We will try our best to process your request.

#### 6.5 Refusal of Order

We reserve the right to withdraw any Products from this Site at any time and/or remove or edit any materials or content on this Site. We will make our best efforts to always process all Orders but there may be exceptional circumstances wherein, we may need to refuse to process an Order after we have sent you an Order Confirmation, which we reserve the right to do at any time, at our sole discretion.

If we cancel your Order and you have already made payment for your Order, the payment amounts will be fully refunded to you.

We will not be liable to you or any other third party by reason of our withdrawing any Product from this Site, whether it has been sold or not, removing or editing any materials or contents on this Site or for refusing to process or accept an Order.

### 7. DELIVERY

You agree that Clause 3 of the VBMB Supply Conditions shall form part of the Terms and Conditions, and shall apply to any Products supplied by VBMB to you via this Site.

### 8. CANCELLATION BY CUSTOMER (NON-FAULTY PRODUCT)

No cancellations of orders by you will be accepted after two (2) business days of receipt by you of VBMB's order confirmation.

### 9. INSPECTION AND RETURNS

- Not later than thirty (30) days from the delivery date, you shall notify VBMB in writing upon receipt of goods of all discoverable defects, including, but not limited to, quantity shortages, incorrect product, and visible defects.
- No return of goods will be accepted by VBMB without VBMB's prior authorization. Returned goods must be in original manufacturer's shipping cartons complete with all packing materials and must be made within thirty (30) days of your receipt of the original Product. Shipping charges are non-refundable and you are responsible for all return shipping costs, unless VBMB shipped a defective or incorrect product. VBMB will issue any credit that is due to you for a valid, authorized return within thirty (30) days of receipt of the returned product.
- In the event that you fail to inspect the Products or does not present a rejection notice to VBMB in writing within thirty (30) days of delivery date, the Products shall be deemed accepted. At that time, your only recourse or remedy for non-conforming or defective goods shall be VBMB's standard warranty as provided for in clause 10.

### 10. HARDWARE WARRANTY

You agree that Clause 6 of the VBMB Supply Conditions shall form part of the Terms and Conditions, and shall apply to any Products supplied by VBMB to you via this Site.

### 11. SOFTWARE

You agree that Clauses 8 and 9 of the VBMB Supply Conditions shall form part of the Terms and Conditions, and shall apply to any software incorporated within the Products supplied by VBMB to you via this Site.

## 12. DISCLAIMER OF LIABILITY

12.1 The content displayed on this Site is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary and to the fullest extent permitted by law, VBMB and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Site and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

12.2 Nothing in these Terms and Conditions shall exclude or limit VBMB's Liability for death or personal injury arising from its negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other Liability which cannot be excluded or limited under applicable law.

## 13. INDEMNITY

You agree to indemnify, defend, hold harmless VBMB, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of this Site or your breach of the Terms and Conditions.

## 14. INTELLECTUAL PROPERTY RIGHTS

You agree that Clause 10 of the VBMB Supply Conditions shall form part of the Terms and Conditions, and shall apply to any Products supplied by VBMB to you via this Site.

## 15. PERSONAL DATA PROTECTION

Please see our [Privacy Policy](#), which forms a part of these Terms and Conditions.

## 16. CIRCUMSTANCES BEYOND OUR CONTROL (FORCE MAJEURE)

16.1 We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation:

- (a) Strikes, lock-outs or other industrial action
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks
- (f) The acts, decrees, legislation, regulations or restrictions of any government, shipping, postal or other relevant transport strike, failure or accidents.

16.2 In the circumstance that the Force Majeure event lasts for more than one week, either you or we may terminate the Contract forthwith by written notice and without any Liability other than a refund of a Product already paid for by you and not delivered.

16.3 If we have Contracted to provide identical or similar Products to more than one Customer and are prevented from fully meeting our obligations to you by reason of a Force Majeure event, we may decide at our absolute discretion which Contracts we will perform and to what extent.

16.4 We reserve absolute discretion on the solution we adopt in fully meeting our obligations under the Contract despite the Force Majeure Event.

## 17. NOTICES

We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted on-line. However, continued use of the Site will be deemed to constitute acceptance of the new Terms and Conditions.

Any notice under a Contract shall be given in writing through either letter or email to the relevant party at the address or email address last known to the other.

- Notices given by post shall be deemed to have been served with two Business Days of being posted to the recipients address within Singapore.
- Any notice given by email shall be deemed to have been served within two (2) Business Days of the email being sent.

In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

## **18. SITE CONTENT AND COPYRIGHT**

18.1 All content included in or made available through our Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, campaign titles and data compilations is the property of VBMB or its content suppliers and is protected by copyright laws and treaties around the world. All such rights are reserved by VBMB and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

18.2 In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Site are trademarks of VBMB in Singapore and other countries. VBMB's trademarks may not be used in connection with any product or service that is not provided by VBMB, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits VBMB. All other trademarks not owned by VBMB that appear on the Site are the property of their respective owners.

18.3 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

18.4 You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors. In the event VBMB becomes aware of any infringement of its intellectual property rights, it shall not refrain from taking any relevant legal action.

18.5 If you print, copy or download any part of our Site in breach of these Terms and Conditions, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by VBMB or its licensors.

## **19. ADVERTISING ON THE SITE**

We shall use our reasonable endeavors to comply with any relevant regulations relating to the Site published by the Advertising Standards Authority of Singapore.

## **20. LINKS TO THE SITE**

20.1 You may link to our home page, provided you do so in a way that is legal and is not likely to damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

20.2 You must not establish a link from any Site that is not owned by you.

20.3 This Site must not be framed on any other Site, nor may you create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission without notice.

## **21. WAIVER**

No failure or delay by us or you in exercising any right under these Terms and Conditions or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms and Conditions or a Contract.

#### **22. SEVERABILITY**

If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

#### **23. ASSIGNMENT**

You shall not assign, transfer, novate, charge, sub-Contract, create any trust over or deal in any other manner with these Terms and Conditions or a Contract or all or any of your rights or obligations under these Terms and Conditions or a Contract.

#### **24. RELATIONSHIP**

Nothing in these Terms and Conditions or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

#### **25. THIRD PARTY RIGHTS**

No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.

#### **26. GOVERNING LAW**

These Terms and Conditions and a Contract (and all non-Contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Singapore Law. Both we and you hereby submit to the non-exclusive jurisdiction of the Singaporean Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

#### **27. VARIATION**

We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. However, continued use of the Site will be deemed to constitute acceptance of the new Terms and Conditions.

When you submit an Order to the Site, you agree that you do so subject to these Terms and Conditions current at the date you submit your Order. You are responsible for reviewing the latest Terms and Conditions each time you submit your Order.

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