

NCS COLD STORES (S) PTE LTD WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE <https://www.ncscs.com.sg/> INCLUDING ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OPERATING RULES OR POLICIES THAT MAY BE PUBLISHED FROM TIME TO TIME BY US AND/OR MADE AVAILABLE ON THIS WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS THIS WEBSITE INCLUDING ANY PAGES THEREOF AND DISCONTINUE YOUR ACCESS IMMEDIATELY.

Any reference to NCS COLD STORES (S) PTE LTD group in these Terms and Conditions shall mean NCS COLD STORES (S) PTE LTD, its subsidiaries, associated companies, and joint venture(s).

1. OWNERSHIP & INTELLECTUAL PROPERTY

- 1.1 All materials located on this website <https://www.ncscs.com.sg/>, including but not limited to the information, computer codes, data, text, images, links, sounds, graphics, and video sequences displayed therein ("Materials") and all intellectual property rights in and to the Materials on this website (including copyright in all works and other subject matter) are, except where we expressly agree otherwise, owned by us. No part of the Materials on this website may be directly or indirectly reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, disseminated, or transmitted in any manner or by any means or stored in an information retrieval system without our express prior written permission and that of the relevant rights owner.
- 1.2 The trademarks, service marks, logos, images, and taglines including taglines identifying or associated with us or other members of the NCS COLD STORES (S) PTE LTD group or our or their products and/or services (collectively, "IP Assets") used and displayed on or accessible through this website are, unless expressly agreed otherwise by us, registered and unregistered IP Assets of the relevant owners of NCS COLD STORES (S) PTE LTD. We prohibit the use, directly or indirectly, of the IP Assets, any entity name, trade name, business name, or company name of ours and all members of the NCS COLD STORES (S) PTE LTD group as a "hot" link to any website unless the establishment of such a link is expressly approved in advance by us in writing.
- 1.3 For the avoidance of doubt, nothing on this website and no access to this website including the Materials shall be construed as granting, by implication, estoppel, or otherwise, any title, license, right, or interest whatsoever in

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relation to any IP Assets or any Material, without our express prior written permission and that of other IP Asset owner(s) or rights owner(s) who are members of the NCS COLD STORES (S) PTE LTD group.

- 1.4 You shall not, without our express prior written permission, “deep-link” to any part of this website, “frame” or “mirror” any contents contained on this website on any other server. We shall not be under any obligation to establish reciprocal links with any third party.

2. NO REPRESENTATIONS OR WARRANTIES

- 2.1 This website <https://www.ncscs.com.sg/> and the Materials therein are provided on an “as is” and “as available” basis. We do not warrant the accuracy, correctness, adequacy, or completeness of this website including that any information is up-to-date, including without limitation the Materials, and expressly disclaim all liability of whatsoever nature and howsoever arising including for any errors, inaccuracies, or omissions in the Materials. We may in our sole and absolute discretion and without giving any prior notice or assigning any reason, make any amendments to or remove any Materials.
- 2.2 No warranty or representation of any kind, whether implied or express, including but not limited to warranties or representations of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with this website and the Materials. Without prejudice to the generality of the foregoing, we do not warrant or represent that the Materials or this website will be provided uninterrupted or free from defects or errors or that any identified defect or error will be corrected. No warranty or representation is given that this website and the Materials are free from any virus or other malicious, destructive, or corrupting code, program, or macro. All warranties, conditions, terms, and representations are specifically excluded to the fullest extent permitted by law.
- 2.3 We may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, this website and/or any information, Materials, functionality, or products provided therein and shall not be liable if any such upgrade, modification, suspension, or alteration prevents you from accessing this website, Materials, or any part or feature thereof.
- 2.4 The information and data contained in this website are of a general nature which has not been verified, considered, or assessed by us in relation to the making of any specific investment, business, commercial or other decisions.

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You should at all times consult your own professional advisers and obtain independent advice on the information including data contained herein before making any decision based on any such information including data.

- 2.5 For the avoidance of doubt, nothing on this website shall be considered or construed as the giving of any advice or recommendation or an offer, invitation, or solicitation of an offer or invitation in respect of shares, stocks, bonds, notes, interests, unit trusts, property trusts, mutual funds, or other securities, investments, loans, advances, credits, or deposits in any jurisdiction.

3. YOUR OBLIGATIONS

3.1 You agree and acknowledge:

- (a) that you shall comply with all applicable laws and regulations in all jurisdictions relating to the access to and use of this website;
- (b) that you shall comply with all directions and instructions that we may issue relating to the access to and use of this website;
- (c) for the avoidance of doubt that the uploading and distribution of any files, information, or matter in any way onto this website is prohibited and you shall not upload or distribute in any way (or attempt to do so) any files, information, or matter which may contain viruses, corrupted files, or other similar software, programs, macros, or files that may interfere or affect the operation of this website or any information therein or to do anything which would create or impose an unreasonable or disproportionately large burden or load on this website;
- (d) for the avoidance of doubt that you shall not disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, conduct load testing, penetration tests, port scans, vulnerability assessments, or other security testing; and
- (e) that you shall be responsible for obtaining and using the necessary web browser and/or other software and/or equipment necessary to obtain access to this website at your own sole risk and expense. If new or different versions of the web browser and/or other software and/or hardware and/or equipment necessary for the operation of this website become available and is/are adopted by us at our sole and absolute discretion, we reserve the right not to support any prior version of the web browser or other software. If you fail to upgrade the relevant software and/or web browser or to use the enhanced version of software and/or web browser as required by us, you may not be able to obtain access to all features available.

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4. LIMITATION OF LIABILITY

- 4.1 To the maximum extent permitted under law, in no event shall we or any member of the NCS COLD STORES (S) PTE LTD group including our and their respective officers, directors, employees, agents, licensors, and representatives be liable for any losses, liabilities, damages, costs, expenses, charges, or injury of whatsoever nature and howsoever arising (whether in tort (including negligence), contract, equity, or otherwise and whether directly or indirectly) arising out of or in connection with this website, the Materials, the use of or inability to use this website or the Materials contained in this website, any information contained in, referred to, or accessible through this website or any other websites or any other matter relating to this website or the Materials, including without limitation any loss of data, loss of revenue or anticipated profits, loss of opportunity, indirect, consequential, exemplary or special or aggravated damages.

This website and the Materials shall be accessed and used entirely at your own risk.

5. LINKS TO OTHER WEBSITES

- 5.1 This website may contain links to other websites controlled or offered by third parties. Similarly, other websites may contain links to this website. Any hyperlinks from this website to third-party websites are provided strictly as a convenience to you as a user of this website and we do not endorse or recommend any products or services offered or information or other matters referred to or contained at the third-party websites.
- 5.2 We hereby disclaim liability for any and all information, materials, products, or services posted or offered at any of the third-party websites linked to this website, and we shall not be liable for any losses, liabilities, damages, costs, expenses, charges, or injury of whatsoever nature and howsoever arising (whether in tort (including negligence), contract, equity, or otherwise and whether directly or indirectly), from or in connection with such third-party websites or the contents of such third-party websites.

6. INDEMNIFICATION

- 6.1 You irrevocably agree to fully indemnify and hold harmless us and (including all members of the NCS COLD STORES (S) PTE LTD group, and each of

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our/their respective officers, directors, employees, agents, licensors, and representatives) from and against all losses, liabilities, damages, costs, expenses, and charges (including legal fees and court costs on a full indemnity basis) directly or indirectly resulting from or in connection with any breach of these Terms and Conditions or any activity or other matter related to your access, use, and/or misuse of this website including any information that you may send us through this website, any act, omission, or conduct on your part which may compromise or affect the security of this website including the Materials and/or render this website inaccessible to others or otherwise damage or prejudice this website, us or any member of the NCS COLD STORES (S) PTE LTD group.

7. TERMINATION

- 7.1 In addition to any of our other rights and remedies, we reserve the right at our sole and absolute discretion to restrict, withdraw, discontinue, cancel and/or suspend access to this website whether to any one or more parties without notice and without giving any reasons. In the event of termination, the provisions “OWNERSHIP & INTELLECTUAL PROPERTY”, “NO REPRESENTATION OR WARRANTIES”, “LIMITATION OF LIABILITY”, “INDEMNIFICATION”, “APPLICABLE LAW AND JURISDICTION” and “OTHER PROVISIONS” and such other provisions which we at our discretion consider are intended to survive termination, shall survive the termination of this agreement.

8. APPLICABLE LAW AND JURISDICTION

- 8.1 You irrevocably agree that the laws of the Republic of Singapore shall govern these Terms and Conditions, your access to this website, and all matters relating to this website and its contents and you further irrevocably agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

9. OTHER PROVISIONS

- 9.1 If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision or part thereof shall, to that extent, be deemed not to form part of this agreement but the validity and enforceability by us of the remainder of the Terms and Conditions shall not be affected.
- 9.2 No waiver by us of any of our rights or remedies including by delay or failure to exercise any of our rights or remedies shall be deemed to be a waiver of any preceding or subsequent breach or default on your part.

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- 9.3 If you are a minor, we assume and you confirm that you have the permission of your parent or legal guardian who consents to these Terms and Conditions on your behalf.

10. AMENDMENTS TO TERMS AND CONDITIONS

- 10.1 We may without prior notice impose such further terms and conditions and make such amendments to the Terms and Conditions as we may in our sole and absolute discretion deem fit from time to time by posting the amendments on this website, which you agree shall be sufficient notice for the purpose of this paragraph.
- 10.2 If you do not agree to be bound by the amendments, you shall cease all access and/or use of this website. You further agree that if you continue to use and/or access this website after being notified of such amendments to these Terms and Conditions, such use and/or access shall constitute an affirmative: (1) acknowledgment by you of these Terms and Conditions and its amendments; and (2) agreement by you to abide and be bound by these Terms and Conditions and its amendments.

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