



TERMS AND CONDITIONS – SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS

“Seller” means the company to whom the Order is addressed. “Buyer” means the company placing the Order. “Goods” means the articles or things or any of them described in the Order. “Specification” means the technical description (if any) of the goods contained or referred to in the Order. “Order” means the order placed by the Buyer for the supply of Goods. “Price” means the figure(s) specified in the Order. The “Contract” means the Contract for the sale of Goods pursuant to these Conditions. “Conditions” means these standard terms of purchase and any additional terms and conditions agreed in writing between the Seller and the Buyer.

2. THE CONTRACT

All orders must be in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in Seller's quotation or Acknowledgement of Order nor otherwise expressly agreed in writing by Seller shall be binding on Seller.

The Contract shall become effective only upon the date of acceptance of Buyer's order on Seller's Acknowledgement of Order form or upon the date of fulfilment of all condition's precedent stipulated in the Contract, whichever is the later (the "Effective Date "). If the details of the Goods described in Seller's quotation differ from those set out in the Acknowledgement of Order Form, the latter shall apply.

No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. VALIDITY OF QUOTATION AND PRICES

Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within seven (7) days after its date. Prices are firm for delivery within the period stated in Seller's quotation and are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies, handling or other like charges arising outside Seller's shipping point unless otherwise stated in the Seller's order confirmation and in connection with the performance of the Contract.

4. PAYMENT

Any amounts owed hereunder by Buyer shall be paid by cheque or wire transfer, in immediately available funds, to the bank account designated by Seller in the invoice. Interest shall accrue on the unpaid portion of the invoice at a rate of 5% per annum equal for each day during the delay period or suspend performance of the Contract (including withholding shipment).

5. CANCELLATION OR CHANGE ORDERS; DEFAULT

No orders may be withdrawn or cancelled by Buyer, nor may they be deferred when ready, unless Seller shall have previously approved such withdrawal, cancellation or deferral in writing and Seller shall have been paid a withdrawal, cancellation or deferral charge of a reasonable amount acceptable to Seller not to exceed its cost plus anticipated profit. In the event that Buyer shall request changes in any order that has been submitted to Seller, Buyer shall be responsible for all charges and expenses reasonably incurred by Seller with respect to such changes.

In the event of Breach or cancellation by Buyer, Buyer will be responsible 50% of contract amount if cancelled after 30 days. Buyer will be responsible for 100% if cancelled after 60 days from order placement.

6. INSPECTION AND TESTING:

If requested, scope of inspection should be notified by Buyer before purchase order placement. Any additional requirement by Buyer should be agreed upon before order placement by Seller. All inspection and testing shall be carried out by Seller and accepted by Buyer before despatching the Goods.

7. DELIVERY PERIOD

Seller will deliver Goods or materials CFR final destination unless agreed to in writing otherwise in accordance with the Incoterms mutually agreed by the Parties in the Contract. Seller will comply with the delivery terms agreed in the Contract. In the event that it becomes impossible to deliver Goods within the agreed terms due to material problems affecting production or delivery, the Parties shall make their best efforts to agree on new delivery terms taking into consideration the abovementioned problems. Any Stock Order of Goods must be Collected from Seller's facilities by Buyer within 30 days of notice of being ready. Failing to do so, Seller will be allowed to invoice Buyer for 100% of Ordered Goods and charge Buyer; Seller's standard storage charge on said Goods, until retrieved by Buyer.



8. DELIVERY, RISK & TITLE

Risk of loss of or damage to the Goods shall pass to Buyer upon delivery as aforesaid and Buyer shall be responsible for insurance of the Goods after risk has so passed. Delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms. Title to the Goods shall pass to Buyer upon delivery in accordance with Clause 7. Claims for shortfalls in quantity or for incorrect delivery shall be made within seven (7) days after receipt by the Buyer.

9. DEFECTS AFTER DELIVERY

The Buyer shall notify the Seller in writing of any defects in the Products that has been detected upon arrival inspections, installation or use of the Products, immediately, and no later than seven (7) days following the detection of the defects of the products. In no event any longer than the warranty period. Should the Buyer fail to provide the Seller with such notification, the Seller shall be discharged of any liability for defects in the Products that reasonably could have been detected by such inspections.

Upon receipt of a product defective notice, the Seller shall, at its own choice, either repair or replace the defective Products. The Seller shall be given reasonable time and opportunity for such repair or replacement and any denial of the same by the Buyer shall discharge the Seller from his liability.

10. FORCE MAJEURE

Notwithstanding other provisions in this Contract, either party shall not be liable to the other Party for any damages or losses or claim if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For the purpose of this Clause 10, "Force Majeure" means an event beyond the control of the affected Party and not involving that Party's fault or negligence and not foreseeable. Such event may include without limitation acts of God, wars, riots, revolution, fires, floods, hurricane type winds, or epidemics.

If an event of Force Majeure arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the non-affected Party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. LAW AND ARBITRATION

This Contract shall be interpreted and governed by the laws of Singapore. Any disputes or discrepancies, which may arise out of or in connection with this Contract, shall first be settled smoothly, amicably, and based on mutual understanding between the two parties. Any disputes or discrepancies arising out of or in connection with this Contract, which cannot be amicably settled, shall be referred to the Singapore International Arbitration Centre for final settlement and decision in accordance with Singapore Laws and Regulations. Decision of the Arbitration shall be final and binding upon both parties.

The Language to be used in Arbitration shall be English, the place of arbitration shall be in Singapore. All expenses in connection with the arbitration shall be borne by the losing party.

12. INDEMNITY

The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including but not by way of limitation legal expenses, consequential losses, loss of profits and damage to property) awarded or incurred or paid by the Buyer as a result of or in connection with any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other rights of any other person.

13. WARRANTY:

Seller warrants the equipment or goods to be free and clear from any manufacture's defects and conform to published specifications for 7 days from date of delivery. Seller's only warranty is the warranty received from any manufacturer of the equipment or goods that seller passes to buyer. Seller is not responsible for any damages caused by the buyer's operation of the equipment or goods, their employees, customers, or third parties hired by the buyer. Seller shall not be liable to buyer for incidental, consequential, or punitive damages. Buyer's sole remedy and seller's sole obligation for any damages under any warranty, including but not limited to damages resulting from the manufacturing by seller of the equipment or goods or seller's failure to deliver or late delivery of such equipment or shall be limited to, at sellers option, the refund of the buyer's purchase price or to fix or replace the equipment or goods. Buyer must notify the seller of any claim under the warranty within 7 days of the event giving rise to such claim or such claims are waived. The limitations contained in this section shall apply regardless of whether the claim for damages is based on breach of contract, breach of warranty, tort or otherwise, and shall apply where such damages are caused in whole or in part, by the negligence, gross negligence or acts and omissions of the seller. Buyer will hold harmless and indemnify seller against any claim for injury to person or property arising out of the operation of the equipment or goods by buyer or any one working for, hired, invitee, or customer of buyer. This includes any claim for actual damages, court cost, attorney fees, consequential, punitive or statutory damages.