

1. Terms and Conditions of Quotation

Buyer's offer resulting from Seller's quotation is expressly conditioned upon buyer's assent to Seller's standard terms and conditions printed below.

2. Terms and Conditions of Purchase

Please read all Terms and Conditions. Acceptance of Buyer's order is conditional on buyer's assent to the terms and conditions printed below. If the Buyer objects to any terms below, such objection must be in writing and delivered to the seller within ten (10) days from the acceptance of the offer. Failure to make such a timely exception shall be conclusively deemed assent to the terms and conditions below. Seller's failure to object to provisions contained in any communication from Buyer will not be a waiver of the provisions hereof.

3. Contracts

a) Contracts are made and orders are accepted only upon and subject to these Conditions of Sale. All other conditions are hereby excluded unless expressly accepted in writing by the Sellers.

b) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, and acceptance of offer, invoice or any other documentation issued by the Sellers shall be subject to correction without any liability on the part of the Sellers.

4. Quotation

a) Unless expressly stated otherwise price quotations are valid for a period of three months only from the date of quotation. Any quotation either verbal or in writing is not an offer and may be withdrawn or modified any time by the Seller. The Seller disclaims, either expressed or implied, including but not limited to, merchantability, fitness for a particular purpose, title and non-infringement arising out of any quotation/proposal. The Seller shall not be liable for any loss of data, loss of production, loss of profit, loss of use, loss of contracts or any other consequential, economic or indirect loss whatsoever.

5. Prices

a) Unless expressly stated otherwise in any quotation issued by the Sellers to the Buyer, all prices quoted are ex. Works and is expressed in Singapore Dollars net and exclude the cost of packing and delivery. Any applicable Value Added Tax or any other sales tax or excise duties paid or payable by the sellers shall be added to the price and shall be payable by the Buyer.

b) The Sellers may, at their absolute discretion, accept or reject any order placed by the Buyer.

c) In the event of the Buyer cancelling a part of the order the Sellers reserve the right to revise the price or prices quoted for goods already delivered.

d) The Sellers reserve the right to review the contract price(s) in the event of Singapore Dollars fluctuation in the rates of foreign exchange.

6. Taxes

a) Prices do not include any taxes, now or hereafter enacted, applicable to the goods sold.

7. Title and Delivery

- a) All shipments of goods shall be delivered F.O.B. Seller's venue, and title and liability for loss or damage thereto shall pass to Buyer upon Seller's delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder.
- b) Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination. Seller may deliver goods in installments. Shipping dates are approximate only.
- c) Seller shall not be liable for any loss or expense, whether by way of contract or tort, (consequential or otherwise) incurred by Buyer if Seller fails to meet the specified estimated delivery schedule because of unavoidable production or other delays.
- d) All provisions apply to both domestic and international shipments, except that title to goods shipped outside the U.S. shall pass at the point of destination; risk of loss or damage and all expenses associated with goods shipped outside the U.S. shall be the responsibility of the Buyer.

8. Acceptance of Product

- a) Acceptance shall be presumed conclusively to have occurred thirty (30) days following delivery of product to Buyer, unless Buyer has accepted the product prior to that date.

9. Delivery by the Sellers

- a) Any dates quoted for delivery of the goods are approximate only and the Sellers shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously and expressly agreed by the Sellers in writing.
- b) The Sellers reserve the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract and that the delivery.

10. Take Delivery by the Buyer

- a) Delivery of the goods shall be made by the Buyer collecting the goods at the Sellers premises at any time after the Sellers have notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed by the Sellers, by the Sellers delivering the goods to that place.
- b) If the Buyer fails to take delivery of the goods, then, without prejudice to any other right or remedy available to the Sellers, the Sellers may: i) Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or ii) Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price under the contract.

11. Damage, Loss, Short Delivery

- a) On delivery, the Buyer shall examine the goods for defects and completeness. Thereafter, no claim for damage in transit, for shortage in delivery or for loss of goods will be entertained unless, in the case of damage, a separate notice in writing is given to the Carriers or to the Sellers within three days of the receipt of the goods, followed within 14 days of the date of advice of despatch by a complete claim in writing; or, in the case of loss of goods, a separate notice in writing

and a claim is given to the Sellers Carriers within 14 days of the date of the Sellers' advice of despatch to the Buyer. In all cases, a signature 'unexamined' shall be deemed to be an unconditional acceptance of the goods.

b) The Sellers shall not in any circumstances be liable, whether in contract or not, to the Buyer for any indirect or consequential loss or damage (including, without limitation, loss of profits, loss of contracts or damage to property) or for any claim against the Buyer by any third party and the guarantee given by the Sellers hereunder shall not be transferable to any person.

c) The Sellers' liability for damage or non-delivery of goods duly notified in accordance with the above shall in any event be limited to replacement of goods within a reasonable time (or at the Sellers' option, refunding the price thereof) whether the damage or non-delivery is due to the Sellers' negligence or otherwise.

12. Terms of Payment

a) Unless credit facilities have been granted to the Buyer or unless otherwise specifically provided in writing, the price for the goods shall be paid by the Buyer prior to delivery and in default the Sellers shall be entitled to withhold delivery until payment.

b) The discounts allowable to the Buyer are those shown on the Sellers' quotation only, and unless otherwise expressly agreed in writing, no other discounts or commissions are to become due or allowable to the Buyer.

c) In the event of legal action being taken by the Sellers against the Buyer for breach of payment obligations hereunder, the Buyer shall be responsible for all costs and disbursements incurred by the Sellers on a full indemnity basis.

13. Risk and liability

a) Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Sellers have tendered delivery of the goods. For the purpose of this Clause, 'delivery' shall mean the arrival of the goods at the place of delivery of the Buyer where delivery is by the Sellers, or the safe loading of the goods into the Buyer's vehicles at the Sellers' premises where delivery is through collection by the Buyer.

14. Substitutions and Modifications of Goods

a) Seller may modify the specifications of goods designed by Seller, and substitute goods manufactured to such modified specifications for those specified herein, provided such goods substantially conform to this contract.

15. Property

a) Notwithstanding delivery and the passing of risk in the goods or any other provisions of these conditions. The property in the goods shall not pass to the Buyer until the Sellers have received in cash

16. Buyer cancellation of orders

a) Contracts and orders and parts thereof may be cancelled only by the Sellers' written acceptance of such cancellation. Where the Sellers accept such cancellation, the Sellers reserve the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation.

b) Where the Sellers do not accept such cancellation, the Sellers reserve the right to recover the invoice price from the Buyer and charge the Buyer with additional losses both direct and indirect resulting from such cancellation. In any case where the Sellers were required to place a deposit with a component supplier in respect of an order, the Sellers may require the Buyer to reimburse such sum in the event of cancellation.

17. Force Majeure

a) The Sellers shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Sellers' obligations in relation to goods, if the delay or failure was due to any cause beyond the Sellers' reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Sellers' control:

- i) act of God, explosion, flood, tempest, fire or accident;
- ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
- iv) import or export regulations or embargoes;
- v) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Sellers or of a third party).

18. Insolvency & Bankruptcy

a) The Sellers shall have the right to terminate the contract forthwith where the Buyer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a Receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases the Sellers shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

19. Law Applicable

a) The validity, performance and construction of this contract shall be governed by the laws of the country in which Seller resides and such country shall be the only jurisdiction in which any suit may be brought against Seller regarding any dispute arising out of this transaction.

20. Legal Compliance

a) Buyer, at all times, shall comply with all applicable federal, state and local laws and regulations. Export of the products covered by this quotation or acknowledgment may be subject to export license control by the buyer's government.

21. Modification

a) These terms and conditions constitute the entire agreement between the parties relating to the sale of the goods described, and no addition to or modification of any provision herein shall be binding upon seller unless made in writing and signed by a duly authorized representative of the Seller.

22. Release of Information

a) Neither party hereto shall, without the prior written consent of the other party (which will not be unreasonably withheld), publicly announce or otherwise disclose the existence of the terms of this Agreement, or release any publicity regarding this Agreement. This provision shall survive the expiration, termination or cancellation of this Agreement.

23. Severability of Terms

a) If any phrase, clause or provision shall be declared void, the validity of any other provisions shall not be affected thereby.

24. Affidavits and Certificates

a) No certificates of compliance, conformance, or chemical analysis shall be provided unless Buyer's detailed requirements are stated on the face of the Buyer's order. Seller reserves the right to charge an additional fee for any such certificate.

25. Limited Warranty

The following is in lieu of all warranties express, implied or statutory, including, but not limited to, any implied warranty obligation on the part of the seller.

a) Seller, except as otherwise hereinafter provided, warrants the goods against faulty workmanship or the use of defective materials. Seller's warranties shall be for the following periods: Electrical and mechanical controls and protective devices – fourteen (14) months from the date of shipment or twelve (12) months from collection from the Buyer, whichever is first to expire.

b) Continued use or possession of goods after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer. Seller makes no warranty as to experimental or developmental goods or goods not manufactured by Seller, provided that as to goods not manufactured by Seller,

c) Seller's warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of Seller's rendering of technical advice or service in connection with Buyer's order of the goods furnished hereunder.

26. Product Application Indemnity

a) Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller, including Attorney's fees, expenses and costs, arising out of the application of Seller's products, or Seller's assistance in the application of Seller's products.

27. Exclusive Remedies

a) If the goods furnished by Seller fail to conform to Seller's exclusive limited warranty, Seller's sole and exclusive liability shall be (at Seller's option) to repair, replace or credit Buyer's account for any such goods which are returned by Buyer during the applicable warranty period set forth above, provided that (i) Seller is promptly notified in writing upon discovery by Buyer that such goods failed to conform to this contract with a detailed explanation of any alleged deficiencies,

(ii) such goods are returned to Seller, F.O.B. Seller's plant, and

(iii) Seller's examination of such goods shall disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing.

b) This is the seller only liability and buyer's exclusive remedy for any claim, and in no event shall Seller be liable for special, collateral, incidental or consequential damages.