

TERMS AND CONDITIONS

ACCEPTANCE

This order is Buyer's offer to the Seller and becomes a binding contract subject to the terms and conditions stated herein, when accepted by acknowledgement or commencement of performance by Seller. Any additions, exceptions, or changes to these terms proposed by Seller are hereby rejected unless approved by Buyer in writing.

WARRANTY

Seller expressly warrants that goods or services ordered shall be merchantable, shall conform to this order, to specifications, drawings, or description relating to such goods and that such goods shall be fit and safe for the intended purposes and shall be free from defects in materials and workmanship. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens and encumbrances.

INSPECTION

Goods purchased under this order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this order or Seller's representation or warranties, expressed or implied, Buyer will charge Seller for the cost of inspecting rejected goods. Rejected goods may be returned to Seller, or held by Buyer, at Seller's risk and expense. Payment for any goods under this order shall not be deemed acceptance of the goods.

INDEMNIFICATION

Seller agrees to defend and indemnify the Buyer and hold it harmless with respect to all patent, trademark and copyright infringement liability or expenses arising out of the use or sales of the goods by this order and, after notice, to appear and defense at its own expenses any such suits in law or equity. If buyer is enjoined from use of the goods, Seller shall, within reasonable time and at no additional cost to Buyer, repurchase the goods at the contract price.

REGULATORY COMPLIANCE

Seller agrees to execute, in a form acceptable to Buyer, as to all products subject to the Consumer Protection (Trade Description and Safety Requirements) Act, Poison Act, Environmental Public Health Act, Medicines Act, Sale of Food Act and any regulations made under any of the aforesaid Acts and any other applicable laws or regulation, a General and Continuing Guarantee of compliance with such laws and regulations.

INSURANCE

If services are performed under this order on Buyer's premises, Seller shall obtain Premises-Operations, Personal Injury, and Independent Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability and Automotive insurance coverage.

RISK OF LOSS

Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by the Buyer.

PROPRIETARY INFORMATION

Seller understand that during work on this order, he may gain access to information that is designated as proprietary to the Buyer or to other parties and agrees to use any such proprietary information only in the performance of obligation under this order. Seller will not publish or disclose any such proprietary information without prior written approval of the Buyer.

USE OF SELLER'S INFORMATION

All information disclosed to Buyer in connection to this order is furnished as part of the consideration for Buyer's placement of this order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.

BUYER-FURNISHED MATERIAL

Seller shall not use, reproduce, or appropriate for or disclose to anyone other than the Buyer, any material, tooling, dies, drawings, design, or other property or information furnished by Buyer without Buyer’s prior written approval. Title to all material shall remain in Buyer at all times, and where practicable the material shall be clearly marked or tagged to indicate this ownership. Seller bears the risk of loss or damage to the material until it is returned to Buyer. All material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.

ASSIGNMENT; SUBCONTRACTING

Seller shall not assign this order or subcontract any material portion of the performance of it without Buyer’s prior written consent.

SUBSTITUTION

No substitution of any material may be made without Buyer’s prior written consent.

SHIPMENT OR DELIVERY SCHEDULE

Shipment or deliveries shall be in accordance with the schedule established by this order. If Seller does not, or appears that it will not meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship via expedited routing to meet such schedule or to recover the time lost, and the cost difference shall be paid by Seller.

OVER-SHIPMENT

Over-shipment of material not approved by Buyer in writing will be returned at Seller’s expense, if such over-shipment exceeds 10% of the total ordered volume or value, whichever is smaller.

TERMINATION AND REMEDIES

Buyer may terminate this order, or any part thereof, by written notice to Seller. If Seller defaults for any reason including, but not limited to the following circumstances:

- (a) If Seller fails to perform within the time specified or extension agreed to in writing by Buyer
- (b) If Seller fails to comply with other provisions of this order, or fail to make progress so as to endanger its performance of this order in accordance with its terms, and does not remedy such failure within ten (10) days of notice from the Buyer or such longer period as Buyer may in writing authorize.
- (c) If Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of default or breach by Seller or rightful rejection of acceptance of the goods by Buyer, Buyer may cancel the order and recover so much of the price as has been paid together with any incidental and consequential damages. In addition to any other remedy, provided by law or this contract, Buyer may ‘cover’ by making, in good faith and without unreasonable delay, and reasonable purchase of or contract to purchase goods in substitution for those due from the Seller and shall recover from Seller as damages the difference between the cost of ‘cover’ and the contract price together with any incidental or consequential damages.

APPLICABLE LAWS

This Purchase Order shall be governed, construed and enforced in accordance with the laws of Singapore.

UNITS OF MEASURE

BX = Box	FT = Foot	LB = Pound	RL = Roll
CM = Centimeter	GL = Gallon	LT = Liter	SF = Square Foot
EA = Each	GM = Gram	MT = Meter	SM = Square meter