

# **Teknor Apex Asia Pacific Pte. Ltd. Terms & Conditions of Sale**

## **Introduction:**

These terms and conditions apply to all sales or provision of services by Teknor Apex Asia Pacific Pte. Ltd. (hereinafter referred to as "TAAP") whether by purchase order or otherwise. Acceptance by TAAP of any order or request for services is expressly limited to the terms and conditions set forth below. No one except a duly authorized officer of TAAP may modify the terms hereof and any modification must be in a writing signed by such duly authorized officer. If these terms are not acceptable, you should notify TAAP at once.

## **1. Agreement.**

These terms and conditions constitute the entire agreement between the parties hereto and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

## **2. Acceptance.**

Unless otherwise specifically agreed to in writing and signed by an authorized representative of TAAP, all orders received by TAAP are subject to these terms and conditions. Offers to purchase goods or provide services can be accepted only by an authorized representative of TAAP. Any different or additional terms and conditions proposed in a purchase order or otherwise are hereby rejected by TAAP and shall not be incorporated into this Agreement.

## **3. Delayed Deliveries/Unforeseen Circumstances.**

Delivery will be made on or about the date indicated in TAAP's acknowledgement; however, TAAP cannot be responsible for delays due to any cause beyond its control, including, but not restricted to, acts of God, war, acts of the enemy, hostilities, civil commotion or sabotage, acts of Government, fires, floods, explosion or other catastrophes, accidents, epidemics, quarantine restrictions, governmental regulations, non-availability of any permits, licences and/or authorisations required, differences with workmen, embargos or other transportation delays of any kind, any delay or failure and/or inability of TAAP to perform any of its obligations under this Agreement and/or in relation to the goods by reason of and/or as a result of any delay, failure, inability to obtain fuel, raw materials or other material, and delays, failure or inability incurred by TAAP's suppliers due to such causes. Any such causes of delay, even though existent on the date of TAAP's acknowledgement, shall extend the time of TAAP's performance by a period or periods equivalent to the delays so occasioned and to such further extent as may be necessary to enable TAAP to make delivery by the exercise of reasonable diligence in view of the circumstances existing after such causes of delay have been removed.

TAAP reserves the right to cancel any delivery in the event of a material adverse change in the availability or cost of materials or in the event of any other material unforeseen circumstances.

## **4. Payment.**

The price of goods delivered will be due and payable in accordance with terms of payment set forth in TAAP's acknowledgement. TAAP may cancel deliveries of goods if Buyer fails to make

any payment when due. All payment to be made by Buyer shall be made without withholding, set-off, counter-claim or any other deduction of any nature whatsoever. TAAP's rights under this section shall be in addition to all other rights and remedies available to TAAP upon Buyer's default. If payment is not made in accordance with said terms of payment, Buyer shall pay to TAAP all reasonable costs of collection, including legal fees incurred by TAAP on a full indemnity basis in collecting sums due on account of the sale. In the event that payment is not made when due, interest on the overdue payment shall be due at the rate of one and one half percent per month. No return of goods ordered and shipped will be allowed unless such goods shall be shown to be defective.

## **5. Changes and Deletions.**

TAAP agrees only to sell the quantity of goods set forth in Buyer's purchase order and expressly rejects any terms or conditions that purport to establish a requirements contract. Changes requested by Buyer in quantities, drawings, specifications, or delivery schedules may only be made with the written consent of TAAP. Any change requested by Buyer and consented to by TAAP which causes an increase in TAAP's costs hereunder or in the time required for performance will result in an equitable adjustment in the pricing.

## **6. Raw Materials and Production Facilities.**

Except when otherwise agreed to by TAAP in writing, TAAP reserves the right to (i) select the raw materials to be used in the manufacture of the goods, (ii) select the supplier of such raw materials, and (iii) select the facility and production line to be used in the manufacture of the goods.

## **7. Title/Delivery Point.**

Delivery shall be made to Buyer's address on the agreed delivery/shipment date, unless otherwise indicated. Notwithstanding the payment of freight costs by TAAP, title to the goods and all risk of loss transfer to Buyer upon delivery to the carrier.

## **8. Taxes.**

Buyer will pay all taxes due on any order, including, but not limited to, taxes, duties, tariffs and/or fees (including but not limited to Goods and Services Tax and customs fees). If TAAP is required to collect and/or pay such taxes, Buyer shall reimburse TAAP for the full amount.

## **9. Warranty>Returns.**

TAAP warrants only that the goods sold shall conform to TAAP's standard specifications or such other mutually agreed-to and documented specifications. This express warranty is in lieu of and excludes all other express warranties and is extended only to Buyer.

TAAP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES (STATUTORY OR OTHERWISE) INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY AS TO THE RESULTS BUYER CAN EXPECT FROM BUYER'S USE OF THE GOODS. No employee or agent of TAAP is authorized to make warranties about goods sold by TAAP, and Buyer should not rely on any oral or written communications from employees or agents of TAAP that purport to constitute a warranty.

Any assistance furnished by TAAP in the selection of goods or suggestions as to their processing or use are accepted by Buyer at Buyer's own risk, and TAAP shall not be liable to Buyer for results obtained by Buyer from such assistance or suggestions.

Defective goods may be returned to TAAP only with the written consent of TAAP and in accordance with its specific instructions. The right to return unused goods on account of defect, shortfall in quantity, or for any other cause, shall be deemed waived by Buyer unless a request is made in writing within 7 days of Buyer's discovery, after reasonable diligence, of the cause to which such return relates; provided, however, that no return shall be permitted after the period of 6 months following the receipt of the goods. Unused goods returned in accordance with this section and found to be defective will be replaced or repaired without charge, but TAAP shall not be liable for any loss or damage directly or indirectly arising from the use of the goods or from any other cause.

Claims of defect related to goods used or consumed by Buyer shall be deemed waived by Buyer unless such claims are made in writing within 6 months from the receipt of goods to which the claim relates and are accompanied by documentation supporting the claim of defect. If such goods are found to be defective, TAAP will replace them without charge.

TAAP's liability is expressly limited to the replacement or repair of defective goods at its option. Buyer shall have no remedies other than those stated above. In no event and under no circumstances will TAAP be liable for consequential damages of any kind.

#### **10. Buyer's Indemnity.**

Buyer shall defend, indemnify and hold harmless TAAP and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including legal fees on a full indemnity basis) that TAAP may incur that result from (i) Buyer's ownership, maintenance, transfer, transportation or disposal of the goods sold hereunder, (ii) Buyer's use of the goods sold hereunder, (iii) Buyer's failure to test the goods or assure itself that the goods are fit for Buyer's intended purpose, (iv) any infringement or alleged infringement of the intellectual property rights of others arising from Buyer's specifications, and (v) Buyer's violation or alleged violation of any federal, state, county or local laws or regulations, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices.

#### **11. Proprietary Rights.**

TAAP retains exclusive rights in and to any proprietary information, data and materials related to the goods sold hereunder, as well as the rights to all discoveries, inventions, patents and other proprietary rights that TAAP may develop in the course of manufacturing the goods. Buyer shall not reverse engineer any goods sold by TAAP or otherwise attempt to obtain any proprietary rights of TAAP.

#### **12. No Waiver.**

Any concession or indulgence made by TAAP or its failure to insist on performance of any of these terms and conditions shall not be considered a waiver of any other terms, whether the same or similar.

No waiver by TAAP of any default or provision hereof shall be deemed a waiver of any subsequent default or provision.

**13. Severability.**

If any provision of this Agreement, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**15. Notice.**

Any notice or other communication to a party given pursuant to or in connection with this Agreement shall be made in writing and shall be sent by cable or electronic mail or facsimile or telegraphic transmission or by registered airmail (within or outside Singapore) to the address of such party as set forth in this Agreement or to such other address as such party shall have notified the other.

**16. Governing Law.**

This Agreement and these terms and conditions shall be governed by and construed in accordance with the laws of Singapore. The parties hereto irrevocably submit to the jurisdiction of the courts of Singapore. The submission to such jurisdiction shall not limit or exclude the right of TAAP to take proceedings against Buyer or any of its assets in any other jurisdictions as TAAP deems fit, nor shall the taking of proceedings in any one or more other jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

**17. Contracts (Rights Of Third Parties) Act.**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (as amended or revised from time to time) to enforce any of its terms.