

TERMS AND CONDITIONS OF SALE

1) GENERAL TERMS: INTERPRETATION

- “Vendor” means Airvac Private Limited
- “Purchaser” means any customer and/or ordered who is stated in the Purchase Order sent to the Vendor.
- “Price” means the money price payable for the Goods sold and/or services rendered by the Vendor.

- a) This terms and conditions of sale shall constitute the entire Contract between the Vendor and Purchaser and all alterations or addition shall be invalid.
- b) The Purchase Order is accepted, executed and confirmed on the Purchaser's agreement that the Purchaser shall be bound only by the terms and conditions set forth herein and any terms or conditions of contract stated in any advertisement, brochures, catalogues and on the Purchase Order shall be invalid and overridden entirely by the terms or conditions herein.

2) QUOTATION AND CONTRAT CONCLUSION

- a) Unless otherwise stated by the Vendor, all of the Vendor's quotation shall be without any obligations and without any binding force on the Vendor. A sales contract between the Vendor and Purchaser is concluded only upon the receipt of the Purchase Order or Order Confirmation from the Purchaser by the Vendor and the Vendor issue of the written Confirmation of Sales or through delivery of goods by the Vendor.
- b) Any verbal or written technical advice given by the Vendor or their agents shall not be binding and shall not release the Purchaser from examining the Vendor's goods and productions regarding their suitability for the process and purposes for which he intends to use then.
- c) All data stated in, contained in or found in catalogues, brochures, folders, general information in data sheets and drawings accompanying quotations are only approximates and unless otherwise stated, are not binding on the Vendor.
- d) In particular cases, the Vendor reserves the right to change the design of the goods or products to be different from that as stated in the catalogues, brochures or quotation and to use different materials unless objected to by the Purchaser in writing upon being informed of the same.
- e) All information contained in the Vendor's quotation, data sheets, drawings, catalogues and brochures made available to the Purchaser belongs to the Vendor and the Vendor retain their right of ownership and copyright over the same. The Purchaser shall not use, copy or make available the said information to any third party without the Vendor's consent.

3) PRICE

- a) The price of the Vendor's goods or products shall not include duties or taxes that may hereafter be imposed by any regulatory bodies, government rules and regulations unless there is a written agreement by the Vendor to include the same.
- b) Any price listed in any quotations, catalogues or brochures shall become invalid automatically after the validity period unless re-confirmed by the Vendor in writing.

- c) For Purchase Orders that do not state any price or where no price has been agreed between the parties, the Vendor shall have the right to bill and/or invoice the goods or products sold and delivered based on current cost factor and at prices that are valid at the time of delivery.

4) TERMS OF PAYMENT FOR GOODS AND PRODUCTS

- a) Payments shall be made within thirty (30) days from the date of the invoice unless otherwise stipulated in the Vendor's invoice and/or confirmation of order. Partial invoice for partial delivery may be issued accordingly by the Vendor at its sole discretion.
- b) Any default or delay in payment shall be subjected to an interest of 2% per month.
- c) Should there be any default or delay in payment, the Vendor shall have full discretion and right to vary all agreed terms. Should there be any doubts of the Purchaser's financial ability, the Vendor shall have full discretion not to make further delivery or that delivery shall be made on cash basis or that the Vendor shall have the right to demand for security before delivery.

5) PASSING OF RISK AND TITLE

- a) Risk shall pass from the Vendor to the Purchaser immediately upon the delivery of the goods and products to the requested place of delivery, even if the said goods or products are not installed, set up or commissioned yet.
- b) Risk shall pass from the Vendor to the Purchaser upon leaving the Vendor's premises or leaving the Vendor's care and control whether through self-collection by the Purchaser's agents and/or representatives or the Purchaser's appointed forwarder.
- c) All complaints of incomplete delivery, defective parts or goods of different descriptions must be made known by writing to the Vendor within seven (7) working days from the date of delivery of the said goods and/or products. Should there be no written complaints of the same, all goods and/or products delivered shall be deemed to be of good order.
- d) The property and title in the goods and/or products sold and delivered whether installed and/or commission or not shall remain with the Vendor till receipt of full payment of the price. The Vendor shall have the right of repossession of the said goods or products and resale of the same at the Vendor's full discretion should there be any default in full or part payment.

6 CANCELLATION OF ANY PURCHASE ORDER

- a) The Vendor shall have the full discretion as to whether to accept any cancellation of Purchase Orders and in the event that the Vendor refuses to accept any cancellation the Purchaser shall be liable to accept delivery and pay the price in full. In the alternative, the Vendor shall have the discretion to resell the goods and/or products under the Purchase Order and claim for any losses from the Purchasers.
- b) The Vendor shall have the right to repudiate the Purchase Order even upon confirmation should the performance become impossible due to circumstances beyond the Vendor's control such as, but not limited to, shortage of materials, any Act of God, war, riot or earthquakes, storms or any man-made disasters.
- c) Should there be an agreed cancellation of Purchase Order by the Vendor, the Vendor shall be entitled to claim for all charges and costs incurred till date and the Purchaser shall agree to pay the

same. The Purchaser shall pay the minimum cancellation charge of 20% of the total value of Order.

7) LIABILITY AND WARRANTY

- a) The Vendor shall use all reasonable care and skill in the delivery, installation and commissioning of the goods and/or products. The delivery date as stated in any quotation, confirmation of order or any written document shall not be binding on the Vendor and should there be any delays beyond the control of the Vendor, the Vendor shall not be liable at all for all consequential losses suffered by the Purchaser and/or their agents.
- b) Unless otherwise expressly agreed between the parties, time shall not be of the essence in the delivery, installation and commissioning of the goods and/or products.
- c) The Purchaser shall not be entitled to claim for any losses, consequential damages or whatsoever due to any delay or non-delivery or non-installation of the goods or products by the Vendor.
- d) Should the goods or products be a component or part of the Purchaser's system, equipment or machinery, there shall be no warranty of the optimal performance of the Vendor's goods or products.
- e) The Purchaser is fully liable for the optimal integration of the goods or products with their own equipment, system or machinery and should there be any malfunction, breakdown or damage to their own equipment, machinery or system upon integration, the Purchaser is fully liable and shall have no claims or whatsoever against the Vendor for any losses, consequential damages or whatsoever. In addition, the Vendor still retains the right to claim for the goods sold or products delivered.
- f) The Vendor shall only give warranty for the merchantability and condition for any goods or products that are used stand alone and not as an integral part of the Purchaser's own equipment, system or machinery.
- g) The Vendor shall not be liable for any goods and/or products which are subsequently modified by the Purchaser even if the said goods are used stand alone.

8) GOVERNING LAW AND METHODS OF DISPUTE RESOLUTIONS

- a) Parties are to resort to arbitration first with regard to any complaints of defects in the goods and/or products.
- b) The Vendor shall have the right to legal action without any arbitration should the dispute concerns late or non-payment of the price of the goods and/or products delivered.
- c) The governing shall be the prevailing laws of the Republic of Singapore.