

GENERAL TERMS AND CONDITIONS FOR SALE

1. **INTERPRETATION**

1.1 **Definitions** - Unless the context otherwise requires the following words or expressions shall have the following meanings:

“**Agreement**” means the Quotation, these Conditions, and any other terms and conditions agreed to in writing by Seller in relation to the sale and purchase of the Goods, and including such other documents which are expressly stated to form an integral part of the Agreement by mutual agreement between the Parties. For avoidance of doubt, the provisions in the Buyer’s purchase order are excluded unless otherwise agreed in writing by the Seller.

“**Buyer**” means the Buyer named in the Agreement who agrees to buy the Goods from Seller.

“**Drawings**” means all or any drawings, designs and blueprints (in whatever form whether tangible or intangible) prepared by the in respect of the Goods.

“**Goods**” means the goods which the Buyer agrees to buy from Seller.

“**Conditions**” means the terms and conditions set out in this document as may be varied, amended or supplemented from time to time, and any special terms and conditions agreed in writing by Seller.

“**Parties**” means collectively Seller and the Buyer, and a “**Party**” means either one of them.

“**Quotation**” mean Seller’s quotation issued to the Buyer setting out the specific terms and conditions for the sale of the Goods as may be varied, amended or supplemented from time to time.

“**Seller**” means SBS - Singa Bearings Solutions Pte. Ltd.

“**Trade Marks**” means the marks and devices whether registered or not and all such other trade marks, trade names, service marks, trade dress, logos, and emblems which are under the control or ownership of the Seller and which the Seller stipulates are to be used by the Seller from time to time.

1.2 **Interpretation** - The headings to the clauses shall not be deemed to be a part thereof or be taken in consideration in the interpretation or construction thereof or of the Agreement. Words importing the singular number include the plural number, and vice versa, and words importing the masculine gender include the feminine and neuter genders.

2. **CONDITIONS**

2.1 **Conditions to Apply** - These Conditions apply to any Quotation issued by Seller and to any acceptance by Seller of the Buyer’s orders for the Goods. Acceptance by Seller of any order by confirmation or supply of the Goods shall be subject to these Conditions even if no specific reference is made to these Conditions at the time of acceptance. These Conditions shall not be varied unless otherwise agreed in writing by Seller.

2.2 **Conflict** - In the event of conflict between any provision set out in these Conditions, and a provision of the Quotation, and any other terms and conditions agreed to in writing by Seller in relation thereto, the provision which is latest in time shall prevail.

3. **ORDERS**

3.1 **Acceptance of Order** - All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions and are subject to acceptance and confirmation by Seller at its discretion. Seller reserves the right to accept or reject any order in whole or in part. Any amendment, modification or additional request by the Buyer in relation to any confirmed order shall be subject to agreement in writing by Seller and shall be at the cost and expense of the Buyer. For avoidance of doubt, unless and until the Seller accepts and confirms the order for Goods by the Buyer, the order does not constitute as a reservation of the Goods.

3.2 **Buyer’s Purchase Order** - In the event of a conflict between the provisions set out in the Agreement and the provisions of the Buyer’s purchase order, the provisions set out in the Agreement shall prevail and any such conflicting provisions shall have no effect whatsoever unless agreed by Seller in writing.

3.3 **No Cancellation** - Upon the acceptance and confirmation by the Seller, the Buyer shall not cancel any order confirmed by the Seller unless agreed in writing by Seller and upon such conditions as may be imposed by Seller at its absolute discretion.

4. **PRICES AND PAYMENT**

4.1 **Applicable Prices** - The applicable prices and rates for the sale of the Goods are set out in the Quotation. Such prices and rates are exclusive of Goods and Services Tax (“**GST**”), if applicable, which shall be borne by the Buyer. Seller shall not be under any obligation to assist the Buyer in any claim for refund of GST.

4.2 **Payment** - Unless otherwise agreed in writing by Seller, 50% of the amount payable under this Agreement shall be payable upon Seller’s confirmation and the balance shall be payable before delivery of the Goods. All payments shall be made in Singapore Dollars and without deduction or set-off regardless of any disputes or controversies between the Seller and the Buyer and/or the Buyer and third parties.

4.3 **Interest on Late Payment** - Invoices remaining unpaid after their due dates will be subject to interest charge at the rate of 2% per month (after as well as before judgment) from due date to the date of full payment. The Buyer shall pay all costs and expenses incurred by Seller in connection with the collection of overdue accounts, including reasonable legal costs and expenses on an indemnity basis.

4.4 **Taxes and Duties** - Any taxes or custom duties levied by the Singapore government or any other foreign government on the Goods for export and import shall be borne by the Buyer and the Buyer shall indemnify and keep Seller indemnified against all claims, costs and expenses incurred by Seller in relation thereto.

5. **THE GOODS**

5.1 **Quantity and Description** - The quantity and description of the Goods shall be as set out in the Quotation.

5.2 **Surplus** - Notwithstanding the quantity of the Goods stated in the Agreement, the Buyer shall accept delivery of the Goods where the quantity of the Goods delivered to the Buyer may exceed the stated quantity by not more than five percent (5%), and shall pay for such surplus Goods in accordance with the agreed applicable price or prices.

5.3 **Shortfall** - Notwithstanding the quantity of the Goods stated in the Agreement, the Buyer shall accept delivery of the Goods where there is a shortfall of not more than five percent (5%) in quantity of the Goods delivered to the Buyer. The Seller reserves the right to deliver to the Buyer such quantity of the Goods to make up for the shortfall within thirty (30) days after the first delivery. Where the Buyer has paid for the Goods in full and where there is a shortfall in the quantity of the Goods finally delivered to the Buyer, the Seller shall refund to the buyer the amount paid for the undelivered quantity within thirty (30) days after the final delivery.

6. **DELIVERY**

6.1 **Delivery to Buyer** - Unless otherwise agreed in writing, all Goods shall be delivered Ex Works to the Buyer on the date stipulated in the Quotation. If the Buyer fails to take delivery of the Goods within fourteen (14) days from the date of delivery stipulated in the Quotation, the Seller may impose storage charges in respect thereof at the Seller's prevailing rate. Save for insurance charges, the costs and expenses of the delivery of the Goods up to the point of delivery will be borne by the Seller.

6.2 **Seller's Right to Dispose** - In the event the Buyer fails to take delivery of the Goods within sixty (60) days from the date of delivery stipulated in the Quotation, the Seller may at its discretion cause the Goods to be sold either at public auction or by private treaty and may first retain from the proceeds of such sale the expenses thereof and all amounts due under this Agreement and shall then return to the Buyer any surplus of such proceeds. If the proceeds of such sale are not sufficient to pay such expenses and all amounts due hereunder, the Buyer shall pay the same on demand and until fully paid bear interest at the rate herein provided. Further, in the event the Goods are unable to be sold, the Seller may at its sole discretion dispose the Goods without being liable to the Buyer for any loss suffered or incurred by the Buyer whatsoever and the Buyer shall be liable for the costs and expenses incurred by the Seller in the disposal of the Goods.

6.3 **Inspection** - The Buyer shall have the right to inspect the Goods at the point of delivery.

6.4 **Acceptance of Delivery** - Unless otherwise agreed in writing, the Buyer is deemed to have accepted the Goods by taking delivery of the Goods at the point of delivery. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions. Save for manufacturing and/or design defects, acceptance of delivery of the Goods shall be deemed final and conclusive and no claim for damaged Goods, for shortages or for non-delivery will be accepted by Seller.

6.5 **No Liability** - Seller shall not be liable in any way for any loss of trade or profit occurring to the Buyer in the event of delivery of the Goods being frustrated or delayed by strikes, riots, lockouts, trade disputes, acts or restraints of governments, the imposition of restrictions on exportation, production delays, or from any other cause not within the control of Seller.

6.6 **Packing** - Unless otherwise agreed in writing, all consignments of the Goods will be shipped with commercial packaging suitable for shipment in accordance with the Seller's standards and procedures.

7. **TITLE AND RISK**

7.1 The Goods shall be at the Buyer's risk upon receipt of such goods at the point of delivery. In spite of delivery having been made, property in the Goods shall not pass from Seller until the Buyer shall have paid the purchase price plus GST, if applicable, in full, and no other sums whatever shall be due from the Buyer to Seller. Seller shall be entitled to recover the purchase price (plus GST) notwithstanding that property in any of the Goods has not passed from Seller.

7.2 Until property in the Goods passes to the Buyer in accordance with Clause 7.1, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for Seller. The Buyer shall store the Goods (at no cost to Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

7.3 Notwithstanding that the Goods (or any of them) remain the property of Seller, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of Seller. Any such sale or dealing shall be a sale or use of Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller money.

7.4 Until such time as property in the Goods passes from Seller, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Seller. If the Buyer fails to do so Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

7.5 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Seller. Without prejudice to the other rights of Seller, if the Buyer does so all sums whatever owing by the Buyer to Seller shall forthwith become due and payable.

7.6 The Buyer shall insure and keep insured the Goods to the full purchase price against 'all risks' to the reasonable satisfaction of Seller until the date that property in the Goods passes from Seller, and shall whenever requested by Seller produce a copy of the policy of insurance. Without prejudice to the other rights of Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to Seller shall forthwith become due and payable.

8. **WARRANTY**

8.1 **Exclusion of Warranties** - Save for express obligations and warranties made by Seller in the Agreement, all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are expressly excluded.

8.2 **Product Warranty** - The Seller warrants that the Goods delivered to the Buyer shall be free from manufacturing and/or design defects for a period of six (6) months from the date of delivery. The aforesaid warranties are expressly conditioned upon the proper use of the Goods for their intended purposes, and shall not apply to any Goods which have been subjected to unusual physical stress, misuse, abuse, accident, unauthorised alteration or modification after receipt of the Goods by the Buyer.

8.3 **Defective Goods** - If any Goods or part thereof contains any manufacturing and/or design defect during the aforesaid warranty period, the Buyer shall promptly notify Seller in writing of such defect and provide photographs of the defective Goods. No claim for defective Goods will be accepted by Seller unless written notice of such defects is received by Seller within seven (7) days of delivery of Goods to the Buyer.

8.4 **Return of Defective Goods** - The Buyer shall as directed by the Seller return the defective Goods to the Seller and the Seller shall bear the cost of return freight and import duty paid by the Buyer. The Seller shall at its option either (i) repair such defective Goods, (ii) deliver to the Buyer equivalent Goods replacing such defective Goods, or (iii) refund the Buyer an amount equal to the applicable price of such defective Goods.

8.5 **No Liability** - Seller shall not be liable in any way for any loss or damages, including consequential losses, suffered by the Buyer in the event of delivery of the Goods being frustrated or delayed as a result of or in connection with any breach of warranty.

9. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY LOSS OF PROFITS, LOSS OF USE, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND BASED UPON A CLAIM GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **FORCE MAJEURE**

10.1 **Events of Force Majeure** - No delay or failure of performance by Seller of its obligations hereunder shall be deemed to be a breach of or default under the Agreement nor give rise to any claim by the Buyer if and so long as such delay or failure is occasioned by or in consequence of any Acts of God, strikes, lockouts, or other labor disputes, wars, blockades, insurrection, civil disturbances, acts of public enemies; lightning, earthquake, fires, explosions, storms, floods, landslides, washouts, arrests and restraints of rules and people, the order or direction of any court or other authorities having jurisdiction; and any other cause or circumstances whether of the kind herein enumerated or otherwise which is not within the reasonable control of Seller, and not the result of its negligence or lack of due diligence. Seller shall inform the Buyer of such delay or failure of performance.

10.2 **Seller's Right to Terminate** - If by virtue of force majeure, Seller shall be excused from the performance or punctual performance of any obligation under the Agreement in accordance with this Clause for a continuous period of 60 days, then Seller may at its absolute discretion terminate the Agreement forthwith by giving 7 days prior written notice to the Buyer. Termination of the Agreement shall be without prejudice to any rights accrued in respect of any breach committed prior to the date of such termination.

11. **INTELLECTUAL PROPERTY**

11.1 The Buyer acknowledges that any and all intellectual property rights used or embodied in or in connection with the Goods, the Drawings and Trade Marks shall be and remain the sole property of the Seller and that the sale of the Goods and/or Drawings does not give the Buyer any ownership, interest or such other interest in or to such rights. All rights in respect of any modifications or alterations to the Goods and the Drawings, whether carried out by the Seller or the Buyer or their respective agents or contractors, shall be and remain the sole property of the Seller. The Buyer shall not at any time in any way question or dispute the Seller's ownership of such rights.

11.2 The Buyer undertakes not to at any time in any way use or amend, change or alter the Drawings provided by the Seller unless authorised in writing by the Seller.

11. **GENERAL**

11.1 **Entire Agreement** - The Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, between the Parties with respect to the subject matter hereof whether such be written or oral. This Agreement shall not be altered, changed, supplemented, or amended except by written instruments signed by the Parties.

11.2 **Assignment** - All rights and obligations hereunder are personal to the Buyer and the Buyer shall not assign any such rights and obligations to any third party without the prior consent in writing of Seller.

11.3 **No Waiver** - No failure by Seller to exercise and no delay by Seller in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise by Seller of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by Seller. No waiver shall be valid unless in writing signed by Seller. The rights and remedies herein are in addition to any rights or remedies provided by law.

11.4 **Severance** - Any one or more clauses, stipulations or provisions of this Agreement, or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.

12. **GOVERNING LAW AND JURISDICTION**

Governing Law - The Agreement shall be construed and its performance governed in accordance with the law of the Republic of Singapore.

13. **ARBITRATION**

13.1 Unless otherwise agreed between the Buyer and the Seller, any dispute arising out of or in connection with this Agreement including any questions regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The language of the arbitration shall be English.

13.2 The decision in writing of the Arbitrator shall be final and conclusive upon both parties. The costs and expenses of arbitration, including the compensation and expenses of the Arbitrator, shall be borne by the parties as the Arbitrator may determine. Either party may apply to any court which has jurisdiction for an order confirming the award or commence legal proceedings to sue on the award. Any right of either party to judicial action on any matter subject to arbitration hereunder is hereby waived, except suit to enforce the arbitration award.