

INTERMASS FISCHER-ASIA PTE LTD ("IFA")
STANDARD SALES TERMS AND CONDITIONS

1. In this Standard Sales Terms and Conditions, the following are defined accordingly :-

- (i) "IFA" means Intermass Fischer-Asia Pte Ltd;
- (ii) "Customer" means any person or entity at whose request IFA renders any service.
- (iii) "Product" means equipment, its accessories and spare parts as ordered by or supplied through IFA;
- (iv) "Technical Services" means technical services as carried out by IFA in installation, commissioning and repairs of the Product.
- (v) "Supplier" means such manufacturing companies with whom IFA has business relationship to supply and/or repair the Product.

2. Save where expressly provided, all services provided by the IFA to the Customer, whether gratuitously or otherwise, shall be subject to these Standard Sales Terms and Conditions, and are deemed to be incorporated into any agreement between IFA and the Customer.

IFA ONLY ACTING AS AGENT

3. The Customer expressly agrees that the IFA only act as agents for the Suppliers in relation to the purchase of the Product by the Customer, and the collection of the price, delivery or any other act gratuitously or otherwise by IFA shall not in any manner be construed as evidence of IFA acting as principal in relation to the transaction or for the Product.

4. The Customer further expressly agrees that the IFA makes no representations whatsoever as to the Product, including but not limited to its suitability for the Customer's intended use, or the Products merchantability or quality, or any representation whatsoever. The Customer agrees that all such matters shall be solely determine by the Customer, and the Customer shall make all required enquiries of the Supplier or such other persons as the Customer in their sole discretion deem proper in relation to the Product, and the Customer shall not hold IFA liable in respect of any representation whatsoever and howsoever made.

MAINTENANCE AND REPAIR

5. Where IFA renders Technical Services to the Customer it is agreed that IFA only does so upon these terms and conditions, and such additional terms as may be set out in IFA' quotation/collection form in relation to the Technical Services.

6. Where IFA undertakes any such Technical Services for the Customer the rendering of such Technical Services is not to be construed, as set out in Clause 4 above, a representation whatsoever as to the suitability or merchantability of the Product.

7. Should there be any conflict in the terms herein and those in the quotation/collection form, the terms herein shall prevail.

8. IFA shall be entitled to sub-contract all or any terms the whole or ,any part of the services herein agreed and the Customer agrees to be bound thereby on those terms.

DELAY AND CONSEQUENTIAL LOSS

9. IFA as agent does not warrant the suitability or merchantability of the Product and shall not be thereby or otherwise liable for any loss or damage caused by the Product or its use whatsoever or howsoever arising.

10. IFA shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay in the delivery of the Product or any other cause whatsoever and howsoever caused.

NOTICE OF LOSS OR DAMAGE

11. In the event IFA has agreed to deliver the Product to the Customer, IFA shall be deemed to have delivered the Product as described in the quotation upon such deliver to the Customer unless notice of loss of or damage to the Product indicating the general nature of such loss or damage, shall have been given in writing to IFA at the place of delivery before or at the time of removal of the Product into the custody of the Customer or such person entitled to delivery thereof or, if the loss or damage is not apparent, within three consecutive days thereafter. IFA and the Customer hereby agree that failure to give notice

as aforesaid shall be conclusive evidence that the Product was delivered in good order and condition to the Customer.

DELIVERY OF GOODS

12. If delivery of the Goods or any part thereof is not taken by the Customer at the time and place when and where IFA calls upon the Customer to take delivery thereof, IFA shall be entitled without notice to store the Goods at the sole risk and expense of the Customer.

PAYMENTS, FEES AND CHARGES

13. All payments (14 calendar days for Full Payment / Down Payment / Deposit and 30 calendar days for LC) must be fulfilled after Order Confirmation. Payments not fulfilled will render the Order Confirmation void without reservation.

14. Cancellations of Product on or before 30 calendar days by the Buyer after Order Confirmation will be subjected to a cancellation fee of 40% of the purchase order value and FULL payment after 30 days. No cancellation will be acceded for custom-manufactured items.

15. An interest charge of 1.5% per month shall be levied and payable by the Customer on all invoices and any charges howsoever arising and remaining unpaid more than 30 days from the invoice date.

16. In the event IFA has to commence legal proceedings for recovery of their payment for invoices or charges, the Customer shall be liable to pay legal costs on a full indemnity/solicitor and own client basis.

LIEN

17. IFA shall have a particular and general lien on any and all Products and documents belonging to the Customer in the possession, custody or control of IFA or its agents for all sums whatsoever due at any time.

NO VARIATION OF THESE STANDARD SALES TERMS AND CONDITIONS

18. No servant or agent of IFA shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director of IFA.

PARTIAL INVALIDITY

19. If any provision in this Standard Sales Terms and Conditions is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and the terms of the Standard Sales Terms and Conditions and shall be effective as if such invalid or unenforceable provision were not contained herein.

NOTICE

20. Notice may be effected by service by post or fax and shall be conclusively deemed to have been received on the third day following the day on which it was posted or faxed to the last known address of the recipient intended.

WAIVER

21. The waiver by the IFA of any breach or default of any of these conditions shall not be construed as any waiver of any delay or omission on the part of IFA to exercise any rights that it has under these conditions operate as any waiver of any breach or default of the Customer.

JURISDICTION

22. IFA and the Customer hereby agree that the terms upon which the services are rendered and the terms these Standard Sales Terms and Conditions as incorporated shall be deemed to have been made in Singapore and the construction, validity and performance of the Services shall be governed in all respects by Singapore law and the courts of Singapore shall have exclusive jurisdiction as to any disputes arising.