



PURCHASE TERMS

Article I: General Provisions

1. Our orders – including future orders – are subject exclusively to these conditions of purchase. The confirmation or execution of the order shall be deemed as acceptance of these conditions of purchase. This shall apply even if the supplier states that it only wants to supply under its own terms and conditions. Other conditions and deviations from these conditions of purchase require our written consent in order to be valid. If special conditions that deviate from these conditions of purchase are agreed for certain orders, these conditions of purchase shall be considered secondary and supplementary to the former. Different conditions of the customer are ineffective, even if we do not expressly contradict it. They only apply if we accept them in writing in individual cases. Verbal information and promises, brochures and advertising statements of any kind, in particular descriptions, illustrations, drawings, samples and quality information, dimensions and quality information, as well as weights of the contract goods are not legally binding.

2. Orders must be made in writing. Oral agreements are only legally valid if they are confirmed in writing. Orders must be confirmed by the supplier without delay, stating the order number, price, discount, delivery and delivery conditions.

Article II: Prices

1. The agreed prices are fixed prices and remain valid until the order has been fully processed. Subsequent increases, regardless of the reason, are excluded. Non-agreed surcharges for import duties and other duties and taxes are in particular excluded.

2. The agreed prices entail carriage-paid delivery, including ancillary costs, packaging costs and freight costs. Where “ex-works deliveries” are agreed, our forwarding instructions are binding. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.

Article III: Delivery dates and contractual penalties

1. The stipulated times and deadlines for delivery or for the provision of service shall be adhered to. Delivery is the arrival of the goods at the place of performance. Early (partial) deliveries require our consent.

2. Supplier must immediately notify Buyer in writing if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

3. In the case of default of delivery, the supplier undertakes to pay a contractual penalty of 1 % of the price of the delivery for each full week of the delay, but not more than a total of 5 % of the price of the delivery. We may reserve the enforcement of the incurred contractual penalty until the final payment. Further claims for delays remain unaffected. By accepting the delayed delivery or service we do not waive further compensation claims.

Article IV: Allocation of risk, cooperation by us

The risk of accidental destruction or accidental deterioration is born by the supplier until delivery of the goods; in case of a service that requires acceptance, the supplier shall bear the risk until the service is accepted by us. Should the supplier not properly fulfil its contractual obligations in connection with the transport (e.g. unloading of the delivery item), it must compensate us for any costs incurred. An early passage of risk does not take place even if we cooperate in the fulfilment of the supplier's obligations; we are only responsible for gross negligence and intent.

Article V: Receipt, inspection and examination of the goods

1. Cases of force majeure, strikes and lockouts shall entitle us to postpone the acceptance accordingly. Acceptance shall – under normal business conditions – take place immediately upon receipt or commissioning, to the extent that the delivery is in compliance with the contract. Statutory provisions that allow for deemed acceptance are excluded. In the case of excess deliveries which exceed the amount customary in the trade, we reserve the right to return the excess goods at the expense of the supplier.

Any investigation obligations that we are subject to are limited to the immediate checking of the goods to see if they correspond to the ordered quantity and type, and whether there is any externally visible transport damage or if there are any externally visible defects. To the extent that we are required to immediately report defects, hidden defects may be reported within 2 weeks of their discovery, other defects within 1 week of their discovery.

2. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Buyer shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to Buyer of Goods shall not constitute Buyer's Acceptance of those Goods.

3. Buyer shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer.

Article VI: Payment

1. The payment shall be made – if not agreed different - at our discretion either within the last day of the next month or within the last day of the following month, calculated from the date of the receipt of the invoice and the complete receipt of the goods, or in the case of services not before their acceptance. Late payments which are caused by incorrect or incomplete invoice documents nevertheless entitle us to a discount.

2. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

3. Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s).

Article VII: Material Defects

The time limit for reporting material defects (warranty period) starts upon the acceptance of the goods. If commissioning takes place later than the acceptance, the warranty period shall begin on the day of commissioning. The warranty period is 2 years. In the case of a subsequent performance the agreed warranty period shall restart from the point in time of the subsequent performance. The choice between the remedying of a defect and new production is in each case left to our discretion. In urgent cases or if the contractor is in default of performance with regard to the supplementary performance, we shall also be entitled to remedy the defects ourselves, to have them remedied, or to obtain a replacement. We shall determine when an urgent case arises in this sense, exercising all due care and diligence. A remedy is considered to have failed if the first remedy attempt was unsuccessful.

Article VIII: Liability

The supplier shall indemnify us for claims for damages that may be asserted against us because of a defect or failure of a product delivered by the supplier. In addition, the supplier shall indemnify us against all costs and expenses incurred to us in connection with any precautionary measures which may be necessary to avert non-contractual liability under foreign or domestic law, particularly due to warnings or recalls; however, this shall only apply to the extent that these measures have been caused by a faulty delivery of the supplier. The supplier is otherwise liable in accordance with the statutory provisions (also to an unlimited extent).

Article IX: Secrecy, tools, models, drawings and other documents

The supplier is obligated to keep our orders confidential, including all related commercial and technical details. Statements made by us, as well as tools, models, drawings and other documents etc. that are provided by us or made at our expense may only be applied or used for other purposes with our written consent and remain our property and/or become our property following manufacture. The passing of risk takes place analogously to the material order. They are to be insured at no cost to us from the time of the passing of risk to their return to our premises or the place designated by us. All damage incurred to us as a result of these events shall be borne by the supplier. Unless special agreements have been made, tools, models, drawings and other documents including any copies that have been made are to be returned with the final delivery.

Article X: Legal Compliance; Workplace Safety

1. In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable federal, provincial, and municipal laws, regulations, standards, and codes. Supplier shall be at all times registered and comply with the local institute responsible for safe and legal work environment, like Ministry of Health and shall maintain its workers' compensation accounts in good standing, and provide Buyer with evidence of good standing upon request. Supplier shall obtain all applicable permits, licenses, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services.

2. In the event foreign workers are deployed, it shall be the supplier's responsibility to ensure that such foreign workers have valid work permits and that all work is compliant with safety guidelines and regulations. Furthermore, the Contractor is entitled to provide the buyer with a comprehensive list of the names of these workers and copies of their recent photographs and valid work permits. The aforesaid list as well as the aforesaid corresponding copies of photographs and valid work permits shall be forthwith updated in the event of any changes and/or updates.

3. The supplier shall be responsible for any penalty, costs, charges, and expenses incurred or imposed by any Court arising out of any contravention of the provisions of the Employment of Foreign Manpower Act (Cap. 91A) and any other regulations made thereunder or any other local law and regulation which apply in this case.

Article XI: Place of Performance, applicable law and place of jurisdiction

1. The place of performance for the delivery is the designated destination. If no place of destination is designated, and in the case of payments, the place of performance it is the place of our registered office.

2. Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall not be affected.



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