



Ultron Technologies Limited  
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### Terms and Conditions of Purchase

1. In the following terms and conditions, Ultron Technologies Limited and/or its subsidiaries and/or affiliates and the suppliers addressed to are respectively referred to as "the Purchasers" and the "Sellers".
2. **Delivery Schedule**

Sellers shall deliver the goods and/or services according to the quantities and delivery dates scheduled in the purchase order. Time of delivery shall be of essence. Sellers shall airfreight/ship/deliver the goods at their expense as well as being liable for any loss/damage the Purchasers may suffer as a result of non-compliance to the delivery schedule howsoever caused. Purchasers may at their option approve revised delivery schedule or may terminate this order without liability to Sellers without prejudice to any claim against the Sellers for any loss/damage arising.
3. **Transportation**

Unless stated otherwise transportation of goods purchased shall be as stated on the Purchase Order. In the country of origin where Purchasers appointed forwarders exist, shipment shall be made through such forwarders unless otherwise agreed to in writing by the Purchasers.
4. **Patent and Non-Disclosure**
  - a. Sellers shall warrant that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped ordered under this shall indemnify the Purchasers against any and all liability, loss or expense occasioned by such violation.
  - b. Where the Sellers have been supplied with illustration, catalogues, manuals, colours, drawings, dimensions, statements of weight and measurement technical information data designs etc by the Purchasers, the same shall remain the property of the Purchasers and shall be maintained in confidence by the Sellers and they cannot be utilized or copied, reproduced, transmitted or communicated to third parties without the Purchasers' written consent. The Seller shall only use such illustration, catalogues, manuals, colours, drawings, dimensions, statements of weight and measurement technical information data designs etc supplied for the purposes of the purchase order only and not for any other purposes whatsoever.
5. **Changes/Cancellation**

Purchasers shall have the right to make changes to any purchase order including deferring any delivery schedule and also have the right to terminate/cancel any purchase order in whole or in part at any time whether the Sellers are in any breach or not without liability to the Sellers. The Sellers and the Purchasers shall then negotiate for any adjustments necessary.
6. **Reject**

If in the opinion of the Purchasers any of the goods delivered to Purchasers under the order is found to be defective or not in conformity with the requirements of the order or other faults in the Purchaser's discretion, Purchasers shall have the rights to reject such goods or require the Sellers to rework the goods. Rejected goods not collected from Purchasers' premises within the period specified in Purchasers' Notification will be returned, disposed of or destroyed (at Purchasers' discretion) at Sellers' cost. Purchasers reserve the right to order the goods from other sources. All damages loss or additional costs and expenses arising from the rejection or incurred by the Purchasers shall be borne by Sellers.
7. **Rework**

If rework or sorting, due to non-conformity of the order by Sellers and/or other faults in the Purchasers' discretion, is required by the Purchasers, the Sellers must rework or sort the goods delivered in the period specified in the Purchasers' Notification. In such an event the Sellers are liable for all damages loss and additional costs and expenses incurred by the Purchasers.
8. **Set-Off**

Purchasers shall be entitled at all times to set-off any amount owing at any time from Sellers to Purchasers or any of their affiliated or subsidiary companies against any amount payable at any time by Purchasers to the Sellers in connection with the order.
9. **Extra Charges**

No charges of any kind, including charges for packaging or documentation will be allowed unless specifically agreed to by the Purchasers in writing.
10. **Sub-Contract and Assignment**

Unless specifically agreed to in writing by the Purchasers, the Sellers are not permitted to sub-contract or assign part or whole of the order to third parties.
11. **Property**

All tooling, dies, moulds, jigs, special equipment and/or other equipments or materials whatsoever furnished by the Purchasers or specifically paid for by the Purchasers and any replacement thereof used in the performance of the order shall be and remain the property of the Purchasers and are returnable upon demand. The said tooling, dies, jigs, special equipment and/or other equipments or materials whatsoever shall be utilized only for the purpose of performing the Purchasers' order(s) and in no other manner whatsoever.
12. **Indemnity**

Sellers shall indemnify the Purchasers, the director's, officers, employees, shareholders, customers, agents, successors and assigns of each of the foregoing, and hold each harmless from and against all claims, damages, losses and expenses, including reasonable fees for attorneys and other professionals arising out of or resulting from any claims, action or proceeding by third party against Purchasers to the extent such claim, action or proceeding is based on claim arising out of breach of Sellers' warranties with respect to any products provided by Sellers to Purchasers. Or any allegation that any product provided by Sellers, or the use, importation offering for sale or sale thereof infringes a patent, copyright or other propriety right in any country in the world or misappropriates a trade secret of any person or entity. Legal counsel for the defense of any third party action or proceeding alleging such infringement shall be mutual agreement of Sellers and Purchasers.
13. **Work on Purchasers' Premises**

If the Sellers work under this order on the premises of the Purchasers, the Sellers shall indemnify the Purchasers against any and all losses, claims and expenses by reason of any accident, injury or damage to persons or property occurring in connection therewith. The Sellers must furnish proof of having purchased all insurance policies as may be required by the Purchasers.

**14. Compliance with Law**

The Sellers shall comply with all laws, rules and regulations applicable in the Republic of Singapore.

**15. Applicable Law**

This purchase order shall be interpreted in accordance with the laws of the Republic of Singapore.

**16. Order Acceptance**

The Purchase Order to Sellers constitutes an offer expressly limited to the terms and conditions contained herein. Sellers' execution and return of the Purchase Order or a copy thereof shall be the sole manner of acceptance of the Purchase Order, and such acceptance is solely limited to the terms and conditions herein. Any terms and conditions different from or in addition to those set forth herein, including any in Sellers' acknowledgement form, are specifically rejected and shall not be binding on Purchasers unless specifically consented to in a signed writing by Purchasers' authorized agent. No contract shall exist except as provided above. Further, the purchase order and the terms and conditions hereof cannot be modified except by writing signed by the Purchasers and Sellers.

**17. Warranty**

Sellers warrant and represent to Purchasers and Purchasers' customers that the products provided pursuant to the Purchase Order ("Products") shall be new and unused, shall perform in accordance with the applicable specification and related documentation provided by Sellers, and shall be free defects in material, workmanship or design for a period of two (2) years from date of delivery by Sellers (the "Warranty Period"). During the Warranty Period, Sellers shall, at its own expense and risk in addition to any other rights granted hereunder, repair or replace and return or deliver to the location designated by Purchasers or its customer any defective Products within seven (7) days after receipt of such Products. All replacement Products shall be new. All replaced or repaired Products shall be warranty for the longer of six (6) months or the remaining Warranty Period for the products being replaced or repaired.

**18. Epidemic Failure**

Sellers warranty all Products against Epidemic Failure for a period of two (2) years after shipment of each Product. "Epidemic Failure" shall be deemed to have occurred if (i) more than three percent (3%) of the Products delivered by Sellers during a given calendar quarter should fail in substantially the same manner within any time period of one hundred twenty (120) days or (ii) more than five percent (5%) of the Products delivered by Sellers during a given thirty (30) days period should fail in substantially the same manner. The parties acknowledge and agree that an Epidemic Failure will cause Purchasers and its customers direct and foreseeable damage and therefore agree to implement the following steps: (a) Purchasers will have the right to cancel, reschedule or modify any outstanding Order immediately upon discovery of such Epidemic Failure, without penalty or cost; (b) within two (2) business days, Sellers shall provide to Purchasers an initial written response indicating its plan for diagnosing and remedying the problem, and as soon as commercially practicable, Sellers and Purchasers shall mutually agree on a recovery plan, including the implementation of a work-around and the permanent solution; (c) Sellers will exert its best efforts to remedy the Epidemic Failure, including, without limitation and where appropriate, applying the use of its engineering change order procedure for problems origination with the manufacturing process; (d) without limiting any of the foregoing obligations, Purchasers shall be entitled to require Sellers to recall or perform field replacement of all defective Products, as well as all Products which may be susceptible to the same failure mode, and Sellers shall be responsible for all cost incurred in rectifying any Epidemic Failure including, without limitation, the cost of any solution, work-arounds, recovery plans, recalls, field replacements and engineering changes. Sellers shall indemnify and hold Purchasers harmless from and against all cost, expenses, claims, liabilities, demands, or cause of action arising out of relating to any such Epidemic Failure.

**Important Conditions:**

The following shall apply to all orders except where Ultro Technologies Limited has appointed forwarders. Where Ultro Technologies Limited has appointed forwarders, supplies will be notified accordingly and are required to comply with such instructions as are separately issued.

1. The full purchase order number shall be quoted on all invoices. Advise notes and correspondence.
2. A separate invoice must be submitted for each order.
3. Airmail before shipment, 5 copies of invoice and packaging list for all shipments by sea.
4. For air shipment, 5 copies of invoice and packaging list must accompany the goods.
5. The airway bill, Bill of Lading and FCR must be consigned to Ultro Technologies Limited. Written agreement from Purchasers must be obtained for consignment to banks.
6. For non L/C shipment, in addition to (3) and (4) above, airmail the original and one copy of the invoice and packaging list plus the full set and one copy of the Bill of Lading for sea shipment or plus one copy of Airway Bill for airfreight, and other necessary documents immediately after departure of vessel or flight.
7. For L/C shipment, in addition to (3) and (4) above, please comply strictly to the L/C conditions.
8. Dispatch address for all documents to Ultro Technologies Limited, 1 Changi Business Park Avenue 1, #05-01 Ultro Building, Singapore 486058 for the attention of Shipping Department.
9. Markings: All packages shipped must be marked with the purchase order number and the packages be enumerated in sequence.