

TERMS AND CONDITIONS Between the "Supplier" and "Purchaser"

1. Definitions

(a) In these Terms and Conditions, unless the context otherwise requires:

(i) "Purchase Order" means the Purchaser's purchase order for the Services as described in and upon the Conditions.

(ii) "Quotation" means the Supplier's quotation for the Services.

(iii) "Services" means Goods and/or services which the Supplier is required to provide pursuant to the Quotation.

(iv) "Terms and Conditions" means these terms and conditions of supply and all attachments, annexes and schedules hereto, if any.

(b) Words importing the singular shall include the plural and vice versa.

(c) The headings are for convenience only and not for the purposes of interpretation.

2. Effect of these Terms and Conditions: (a) The Purchase Order placed by the Purchaser with the Supplier shall be deemed accepted only upon the Supplier's written acceptance of the Purchase Order and the terms of that acceptance, which include these Terms and Conditions (this "Contract") shall govern the supply of Services to the Purchaser. (b) ANY ATTEMPTED MODIFICATION OF THESE TERMS AND CONDITIONS SHALL NOT BE BINDING UPON THE SUPPLIER UNLESS SPECIFICALLY ACCEPTED BY THE SUPPLIER IN WRITING. ALL TERMS AND CONDITIONS IN THE PURCHASE ORDER IS EXCLUDED UNLESS SPECIFICALLY ACCEPTED BY THE SUPPLIER IN WRITING. (c) If there is any outstanding information which has not been furnished by the Purchaser or if the Supplier requires any documents or information to provide the Services, the Supplier shall not be obliged to provide the Services until such outstanding documents or information are furnished. (d) If there is any inconsistency between the terms of the Quotation and these Terms and Conditions, the terms in the Quotation shall prevail to the extent of such inconsistency or conflict.

3. Pricing: Subject to Clause 7(a), the prices to be charged by the Supplier for Services provided shall be in US Dollars and based on agreed rates. The rates which are chargeable may be re-negotiated and agreed upon between the parties: (a) upon the change in the scope of Services; and

(b) if Services are required to be performed outside normal working hours. All prices shall be exclusive of any goods and services tax and shipping or other delivery costs, which shall be borne by the Purchaser.

4. Supply of Goods/Services: (a) The Supplier shall provide Services (in the scope and manner required in the Quotation) for the agreed consideration. (b) The Purchaser shall waive, release and renounce all warranties, obligations and liabilities of the Supplier and rights, claims, and remedies of the Purchaser against the Supplier, express or implied, arising by law or otherwise in relation to the provision of the Services pursuant to this Contract including: (i) any implied warranty arising from course of performance or course of dealing; and (ii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of the Supplier, whether actual or imputed, Provided always that nothing herein shall exclude the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier in providing the Services. (c) The Purchaser shall not rely on any representation or statement made by the Supplier in relation to the Goods and/or Services and warrants that it has made its own inquiry, testing and investigation into and has formed an independent judgment concerning the Services and will not assert any claim against or hold the Supplier liable for any information furnished (or failed to be furnished) by the Supplier. (d) Any liability of the Supplier to the Purchaser hereunder shall, in no event, exceed the total price of the Services provided.

5. Exclusion of Liability: The Supplier shall not, in any event, be liable for any obligation, liability, right, claim or remedy for loss of or damage to any equipment, or for loss of use, revenue or profits with respect to any equipment, or for any other consequential, special, incidental or exemplary damages whatsoever (including consequential, special, incidental or exemplary damages in connection with any delay in the provision of the Services or in respect of loss of business opportunities or loss of reputation) pursuant to this Contract.

6. Time of Provision of Services: The Goods and/or Services shall be deemed to have been duly delivered/completed and accepted by the Purchase if no notice to the contrary has been received by the Supplier within 15 days of the delivery of the Goods or results to the Purchaser.

7. Invoicing: (a) All invoices will be denominated in US Dollars. The Purchaser shall settle all invoices for Services provided within 30 days from the date of the invoice in the manner required by the Supplier. Unless otherwise agreed, all payments shall be made in US Dollars and all bank charges and other costs and expenses incurred in connection with any payment shall be borne by the Purchaser. If payments are made in a currency other than US Dollars and the amount paid is, after conversion, less than the amount due under the invoice, the Purchaser will indemnify the Supplier for the outstanding amount and all other losses sustained by the Supplier. (b) Time shall be of the essence for payment for Services provided. (c) If any sum due and payable by the Purchaser is not paid within 15 days of the due date, interest will be charged on such outstanding sum on a day-to-day basis from the due date to the date of actual payment (both dates inclusive) at the rate of 1% per month or part thereof (compounded).

8. Termination: (a) Any party may terminate this Contract upon providing the other with 30 days written notice of termination. In addition, any party may terminate this Contract forthwith by notice in writing if the other: (i) commits or threatens to commit any breach of this Contract, and if such breach is remediable, fails to remedy the same within 14 days after notice to remedy the same; or (ii) suspends or discontinues its business or sells or otherwise disposes of all or a substantial part of its assets; or (iii) makes an arrangement with its creditors, is subject to a judicial management order, is insolvent or goes into liquidation (otherwise than for the purpose of a reconstruction or amalgamation). (b) In the case of termination for any reason by any party, the Supplier shall be entitled to be paid for all Services carried out as of (and including) the date of termination and all works-in-progress, including sub-contractors' commitments, if any, without prejudice to its other rights.

9. Intellectual Property Rights: Unless otherwise stated in the Purchase Order, all trademarks, copyrights, patents and design rights (whether registered or not and all applications for any of the foregoing), and all rights of confidence in any know-how whensoever and howsoever arising and all renewals and extensions thereof; all in connection with this Contract ('Intellectual Property Rights') shall be owned by the Supplier. Nothing in the Contract shall be construed as a grant to the Purchaser of any right or license to use such Intellectual Property Rights.

10. Confidentiality: (a) Each party shall not, without the other party's prior written approval, disclose or use any proprietary or confidential information received from the other party pursuant to this Contract. (b) The confidentiality obligations in this clause shall not apply to any information which: (i) becomes generally known to the public, other than by reason of any wilful or negligent act or omission of the receiving party; (ii) is at the time of disclosure, legally in the possession of the receiving party without any obligation of confidentiality; or (iii) is required to be disclosed pursuant to any applicable court, governmental orders or other legal requirement or legal process. (c) The recipient of any proprietary or confidential information shall, upon the other party's request or the termination of this Contract, return all such information within 5 days of such request.

11. Force Majeure: The Supplier shall not be liable for any delay in performing or failure to perform its obligations where such delay or failure is due to any cause or circumstance beyond its control including any breakdown in research, test or analytical equipment or apparatus used in providing Services, natural hazards and/or disasters, acts of God, acts of governmental authorities, governmental regulations, labour unrest, riot, civil commotion, fire, flood, war, acts of foreign enemies and acts of terrorism. The Supplier shall, for the duration of such event, be relieved of any obligation under this Contract which is affected by such event.

12. Applicable law (a) This Contract and the Purchase Order shall be governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore courts. (b) The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to the Purchase Order and this Contract is hereby expressly excluded.

13. Assignment: The Purchaser may not assign or otherwise transfer any of its rights, benefits or obligations hereunder in whole or in part without the prior written consent of the Supplier. The Supplier may, at any time, assign, subcontract or otherwise transfer its rights, benefits or obligations or any part thereof under the Purchase Order or this Contract.

14. No third party rights: Unless otherwise expressly stated in this Contract, a person who is not party hereto shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms of this Contract.

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