

## **I. Conclusion of Contract**

1. All deliveries shall be subject to the following provisions unless a specific written agreement states otherwise. Spir Star Asia ('the seller') will not recognize conflicting terms even if they have not been expressly rejected.
2. An order of the buyer shall only be deemed to have been accepted by the seller, if and to the extent it has been confirmed in writing by the seller.
3. The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, leaflets, circulars, advertisements, illustrated matter and price lists constitute an approximate guide. These data shall not be binding except to the extent that they are by reference expressly included in the contract.

## **II. Price, Payment**

1. Unless otherwise agreed, prices are ex works of the seller, packing excluded.
2. The seller is entitled to deliver on TT Advance basis.

## **III. Delivery**

1. Dates of delivery shall only be binding if the seller has confirmed them in writing.
2. If the buyer desires an accelerated delivery, the additional costs resulting there from shall be borne by the buyer.
3. Unforeseen events which are beyond the control and influence of the seller or which could not have been prevented by the seller in spite of every precaution which could have reasonably been expected under the given circumstances, as for example operational interruptions, strike and delays on the part of suppliers, shall - even if delivery is in delay - extend the delivery period by the period for which such events shall last, and the buyer shall not be entitled to hold the seller liable. The same shall apply if the seller does not receive administrative permits or other permits from third parties necessary for the execution of the delivery by the seller, or documents and information to be furnished by the buyer or third parties on his behalf in time.
4. Commodities manufactured on special request or specification of the buyer must always be accepted and paid for by the buyer.

## **IV. Shipment**

1. Place of fulfilment of contract shall be the seller's principal place of business.
2. Any shipment shall be made at the risk of the buyer. Shipment costs shall be borne by the buyer.
3. If a shipment is done using the seller's vehicles and employees, the seller shall only be liable for gross negligence on the part of his employees.
4. If a shipment suffers a delay for reasons that are beyond the seller's control risk of loss shall pass to the buyer on the day on which the goods get ready for shipment.

## **V. Warranty**

1. The buyer shall be obliged to examine any delivered goods immediately upon receipt with respect to their conformity to the buyer's order. The seller shall be notified in writing about any defects immediately, but not later than 6 working days after receipt of the goods, giving an exact description of the alleged defects. If the buyer fails to give such notice, the buyer shall lose his right to claims under guarantee with respect to obvious defects.

2. On receipt of such a notification the seller shall remedy the defect as soon as possible. For this purpose, the buyer shall return the defective parts to the seller for repair or replacement. In such a case the seller's obligation of guarantee regarding the defective part shall be deemed fulfilled if the duly repaired part or a replacement is sent to the buyer.
3. The seller's obligation of guarantee shall apply only to defects that occur during proper use. It does not cover any defects caused by improper maintenance, wrong installation on the part of the buyer, improper treatment, operation under pressures exceeding the working pressure indicated in the specifications as well as normal wear and tear.
4. The seller does not waive his right to object that a notice of alleged defects was not made in time or duly specified, for the reason of having negotiated with the buyer or examined the goods.
5. Defects with respect to a part of the delivered goods shall not entitle the buyer to file a complaint about all the goods delivered. In addition, the buyer shall not be entitled to withhold payments to the seller because of possible defects.
6. The seller's obligation of guarantee shall be limited to making improvements and replacements. If the seller fails to fulfil his obligations under the guarantee within 6 weeks after receiving the written notice on defects or if actions regarding improvements or replacements fail, the buyer shall be entitled to request a reduction of the purchase price (diminution) or to cancel the contract. Further rights or claims for compensation of damages shall be excluded.
7. If the goods are manufactured according to data, drawings etc. of the buyer, the seller's guarantee shall only cover the assurance that the production was carried out in accordance with the buyer's data.

#### **VI. Governing law and place of jurisdiction**

1. The contractual relationship between the parties is subject to and governed by the laws of Singapore.
2. The exclusive place of jurisdiction with respect to all disputes arising out of or in connection with the business relationship between the parties shall be Singapore.

#### **VII. Final Provisions**

1. Collateral agreements as well as changes or amendments to this contract shall only be valid if executed in writing. This shall also apply to this clause.
2. If one of the provisions contained herein is or becomes invalid, all the other provisions shall remain in effect. An invalid provision shall be substituted by a provision that is legally admissible and reflects the commercial purpose of the invalid provision as closely as possible.