

Rittal Pte Ltd

(A Company existing and registered under the laws of Singapore (Registered no199100324Z) whose registered address at 7 Loyang Street Loyang Industrial Estate Singapore 508842 hereinafter referred to as "Rittal")

General Terms and Conditions of Sale and Delivery

1. Scope of Application: This Quotation is not a contract. No contract shall result until the acceptance of these Terms and Conditions by the Purchaser. The contract shall be deemed concluded once Rittal, upon receipt of the Purchase Order, has issued a written acknowledgement of order. No verbal agreements amending the terms of this contract shall be valid unless both Rittal and the Purchaser duly confirm the same in writing.

Unless otherwise expressly agreed, *these Standard Terms and Conditions of Sale and Delivery* of Rittal Pte Limited (hereinafter referred to as "Rittal") as amended from time to time, shall exclusively apply to delivery of goods and, *mutatis mutandis*, to provision of services by Rittal and its agents. These Standard Terms and Conditions of Sale and Delivery of Rittal shall be in each case an integral part of the corresponding contract. They shall also apply to all future contractual relationships with a Purchaser. Also customer specifications of the Purchaser shall only be valid if confirmed and/or acknowledged by Rittal in writing. Any customer specifications of the Purchaser which are not confirmed and/or acknowledged shall not be applicable.

Deviations from these Standard Terms and Conditions of Sale and Delivery shall only be effective if confirmed and/or acknowledged by Rittal in writing.

Offers: Offers made by Rittal shall be subject to change until conclusion of contract and shall be valid for a maximum of 90 days from the date of offer. Costs estimates of Rittal shall be non-binding and shall not oblige Rittal to execute an order for the rendering of services that were stated in a cost estimate.

No documents relating to offers or projects must be copied or made accessible to third parties without the consent of Rittal. Rittal may, at any time, ask that they be returned, and they shall be returned to Rittal without delay if the order is placed with someone else.

2. Price: All prices quoted by Rittal shall remain firm and fixed, unless otherwise mutually agreed specifically in writing and **Confirmed** by Rittal. Prices apply only if the quantity ordered hereunder is released for shipment within the agreed period. If the order deviates from the overall offer, Rittal reserves the right to change the price accordingly. Prices are exclusive of Packing & Forwarding charges, statutory taxes and Transit Insurance as applicable unless otherwise indicated in the Quotation. The Duties, Taxes and other statutory levies shall be based on the rates prevailing at the time of billing. Any subsequent revision of those rates having retrospective effect shall be to the purchaser's account. Any supplementary costs arising from non-conformity with the transport requirements/changes shall be borne by the Purchaser. The prices are based on the costs applicable at the time of the first price offer made by Rittal. If costs increase at any time before order acceptance, Rittal shall be entitled to vary the prices accordingly.

3. Delivery: Delivery lead time shall commence as of the latest of the following points in time:

- a. date of acknowledgement of order;
- b. date at which all technical, commercial and other pre-requisites for which the Purchaser is responsible have been fulfilled;
- c. date at which Rittal receives advance payment or security, if any to be made or provided, conditions if any prior to delivery of the goods.

While every effort will be made by Rittal to deliver as indicated in the Purchase Order, the final dispatch /Delivery date will be communicated through Order Acceptance. The delivery lead times are expressed in the Quotation. If the Purchaser fails to accept the delivery or delays to inward the goods on time for whatsoever reason, the Purchaser shall be, in addition to the value of goods, liable for and compensate Rittal for all the additional expenses in respect of storage, transportation and other direct and indirect expenses. Purchaser is responsible for making its own arrangements to store the materials if job site is not ready.

4. Quotation reference and Confirmation of Quotation: The Purchaser shall mention the quotation reference No. in each purchase order released against the same. If the quotation reference number is not mentioned in any purchase order, Rittal may consider such purchase order as invalid and reject the same at any time. Rittal may cancel the Quotation at any time, if the purchaser fails to confirm acceptance of the same and release its purchase order, within the quotation validity date mentioned in the quotation.

5. Product Warranty: One year warranty for manufacturing defects from the date of delivery. Rittal warrants that **Products** produced pursuant to this Quotation are produced according to approved plans, specification, drawing or samples that are incorporated in the quotation. Warranties as herein above set forth shall not be extended or effected by and no obligation or liability shall arise out of Rittal rendering technical assistance or service in connections with purchaser's order of the goods supplied.

6. Payment Terms: Payment shall be strictly made within the period stipulated/agreed in the accepted order. If partial invoices are issued, the respective partial payments shall be due upon receipt of the respective invoice. This shall also apply to amounts resulting from subsequent delivery or other agreements which exceed the original contract sum, irrespective of the terms of payment agreed with respect to the main delivery. The Purchaser shall not, at any point of time, have rights to retain, deduct or offset any payments against counter-claims on grounds of warranty claims or other claims of whatsoever nature including debit note, if any. Payment shall be made by Cheque / TT/ Electronic Fund Transfer payable at Singapore in favor of Rittal Pte Limited. Payment in Cash above 200 SGD will not be accepted at any point of time and shall not constitute valid discharge.

If the Purchaser is in delay of an agreed payment or other service to be effected on the basis of this transaction or other transactions, Rittal shall be entitled, at its own discretion and without prejudice to its other rights:

- a. to suspend fulfilment of its own obligations until the payment is received;
- b. to charge default interest @6% per annum as of the respective due date plus applicable taxes;
- c. to rescind the contract in case the reasonable grace period, if any is not complied with.

In any case Rittal shall be entitled to charge pre-procedural costs, in particular dunning and collection charges and costs of legal counsel.

Export documents wherever applicable, should be submitted within 2 weeks of date of shipment, failing which differential tax shall be debited to Purchaser's account and the same shall become payable with immediate effect. In case of dishonored payment instrument, further transactions would be withheld with immediate effect till the clearance of payment by DD/TT within 3 days of dishonor including a penalty of 50 SGD. If Rittal agrees to the payment terms as "Letter of Credit" (LC), LC documents should reach Rittal along with PO. Rittal reserves the rights to withdraw at any time any credit facilities/concessions extended to Purchaser.

7. Freight/Packing/Shipping: To-pay freight or Demurrages if any payable to the transporter must be fully borne by Purchaser. All to-pay freights must be paid directly to the transporter on receipt of goods by purchaser immediately. Only freight charged in the invoice as per PO will be payable by Rittal to the Transporter. Purchaser shall make full payment without any deductions. Any additional costs, including but not limited to storage, demurrage, tariff charges, waybill, delay in unloading, improper Tax obligation, Octroi etc., suffered by Rittal as well as the transporter shall be borne by Purchaser. Goods will be delivered to the consignee address as mentioned in the Purchase Order and no deviation in respect of the delivery Premises is will be accepted, unless the same is confirmed by Rittal in writing.

8. Force Majeure: Events of force majeure which affect Rittal or any of its suppliers shall entitle Rittal to suspend **deliveries** for the time of the impairment and a reasonable start-up period, or to rescind the contract in whole or in part according to their consequences. The Purchaser shall, in such a case, not be entitled to claim damages or subsequent delivery. Events of force majeure shall include but not be limited to all kinds of acts of God, such as, e.g., earthquake, lightning, frost, storm, floods; as well as war, laws, official interventions, seizure, transport problems, restrictions on import, export and transit, exchange restrictions on international payments, shortage in raw materials and energy; as well as breakdown of operations, such as, e.g., explosion, fire, strikes, sabotage and any other events which it would only be possible to prevent at disproportionately high costs and with commercially unreasonable means.

9. Examination/Rejection of Goods/Excess/Short Supply: Rittal reserves the rights to inspect the material at any stage in case of rejection of material at Purchaser's premises. Within 7 days from the date the goods reach Purchaser's premises, rejection note / intimation must be initiated by the Purchaser to Rittal. Rittal is not responsible if there is delayed or no communication on Rejections/Shortages /Damages of material from Purchaser's end. Rittal is not responsible in case of Damages occurred at Purchaser premises after delivery of material.

Loss or damage on account of excess/short supply, if any will be to the Purchaser's account in full, if the same is not intimated to Rittal within 7 days from the date delivery of material. In any case, Rittal's liability, if any for short supply/ non-supply of goods shall be limited to the invoice value of the goods not supplied. Rittal shall not, for any reason whatsoever, be responsible for any incidental/consequential losses/expenses etc.,

10. Termination, Cancellation or Part Closure of Order: At the outset, Purchaser shall not have any right to terminate/cancel any Order/Agreement in part or in whole after it is accepted by Rittal. However, Rittal may, at its discretion, accept cancellation/termination of an order subject to the following terms and conditions:

Change Order/ Modification of Order:

Cancellation point of time	Compensation to Rittal by Purchaser
Before Order Acceptance	No compensation
Within 7 days of Order Acceptance	20% of the order value
After 7 days but before 15 days of Order Acceptance	50% of order value
After 15 days of Order Acceptance	100% of order value

11. Project Delays: Once the Order is accepted by Rittal, the company will proceed with the Manufacturing of equipment and material will be dispatched as per delivery dates confirmed in Order Acceptance. Any delays from Purchaser's end in lifting the material will be only with the prior written approval of Rittal and Rittal shall be suitably compensated by the Purchaser.

12. Indemnification: Purchaser shall indemnify, defend and hold Rittal harmless from any and all liability, loss, damages and/or other direct and indirect expenses, including attorney's fees, resulting from any alleged defect in the design or specification of goods manufactured by Rittal according to Purchaser's plans, specifications, drawings or samples.

13. Insurance: Rittal does not undertake to insure the consignment unless specifically requested in the Purchaser's order and accepted by Rittal. Such insurance premium shall be charged to the buyer and collected extra in the Invoice. If Insurance premium is charged in the invoice as per the purchaser request, the purchaser has to inform Rittal in writing, in case of any Damage in transit, within 3 days of receipt of damaged consignment after taking open delivery certificate from the Transporter. Rittal will arrange for Survey of the damaged consignment with their underwriters. In case of Damage while in transit either by truck or courier cargo, the same has to be endorsed on delivery note. It is the sole responsibility of the Purchaser to endorse on LR/Docket of damages. If no such endorsement has been made by the Purchaser, Rittal will not be responsible for insurance claim even though premium is charged in the Invoice. Purchaser is advised to always take open delivery in the case of suspected damages. Rittal shall not be responsible for complaints of damages on later date without being endorsed on lorry receipts/dockets.

14. Confidentiality: All drawings, data, technical specifications, Processes, documents, prices and other information provided by Rittal shall not be disclosed to or otherwise any party without the prior written consent of Rittal in writing. The Purchaser shall sign a Non-Disclosure Agreement with Rittal in this regard.

15. Limitation of Liability: Rittal's liability in no case shall exceed the invoiced value of the equipment supplied by it, and Rittal shall not be liable for any consequential damage or loss such as loss of profits, loss of business opportunities, damage to goodwill or business reputation or any other contractual liability or loss suffered by the Purchaser or third parties. Liability, if any on Rittal shall in any event be limited to the value of accepted Purchase Order.

16. General terms:

- a. Rittal is not responsible for any delay in delivery of products by the transporter for any reasons beyond the control of Rittal, such as Vehicle Break down/Accidents etc.,
- b. Errors / discrepancies found if any, the documents should be intimated to Rittal within 7 days from the date of receipt of documents.
- c. Rejection: Rejection of any material shall be only after the same is accepted by Rittal in writing. If any rejection is not accepted by Rittal, the relevant invoices shall be paid by the Purchaser as per the payment terms. In case of rejections accepted by Rittal, relevant documents if any along with rejected material within 7 days of receipt of Rittal's acceptance for returning goods. Rittal will arrange to return material with due rectification/free/replacement as the case may be, based on the nature of defect. Under no circumstance free replacement is made without receiving the rejected materials at Rittal works/warehouse and inspection of the same.
- d. Acceptance of the product by Purchaser shall be presumed conclusively to have occurred 15 days from the date of delivery of product to purchaser, unless the purchaser has rejected the product prior to that date as required above.
- e. No certificates of compliance, conformance, or testing/analysis report shall be provided unless purchaser's detailed requirements are stated on the face of the PO along with the Quotation reference number. Rittal reserves the right to charge an additional fee for any such certificate.

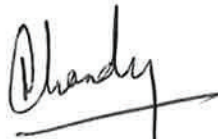
17. Dispute Resolution: Disputes if any, arising in connections with the execution of the purchase order will be subjected to the jurisdictions of the courts in Singapore. Purchaser shall be liable to pay Rittal's costs of collections including Interest, court expenses and attorney's fees in case of litigation.

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Approved by



Jacob Chandy
Managing Director

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