

TERMS AND CONDITIONS OF TRADE

All sales by nano-purification solutions Asia Pacific Pte Ltd. ("seller") are subject to and conditioned upon purchaser's acceptance of the terms contained in this different terms proposed by purchaser are objected to by and will not be binding upon seller unless specifically assented to in writing by seller. As used in these terms and conditions of sale, "products" means those products set forth in the attached document(s). No contract shall be deemed to be conducted until our official acceptance of order has been issued to the purchaser.

1. Acceptance

All orders received by SELLER are subject to final acceptance or confirmation by SELLER and no terms or orders are binding upon SELLER until so accepted.

2. Deliveries

Delivery dates are offered purely as a guide to customers, and SELLER do not in any circumstances whatsoever accept liability should delivery not coincide with the guide dates. All deliveries shall be via common carrier, or some other reasonable means chosen by SELLER. All risk of loss to Products sold shall pass to Purchaser upon delivery by SELLER of such Products to a common carrier. Delivery is conditional on the timely receipt by SELLER of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms only, and partial deliveries are permissible. All delivery schedules are estimates only, and SELLER will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of Products, or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to SELLER. SELLER may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to SELLER in its discretion, of Purchaser's ability to pay. Failure to provide such assurances shall entitle SELLER to cancel this contract without further liability or obligation to Purchaser.

3. Prices

Unless otherwise specified by SELLER in the attached document(s), prices and quantities are quoted EXWORKS SELLER'S warehouse. Prices are subject to change by SELLER without notice to Purchaser, and only those prices set forth on the attached document(s) will apply to the order. Unless otherwise specified by SELLER in the attached document(s), prices do not include installation, training, set up, start-up, or other similar services. Prices do not include sales, use, excise, privilege or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of SELLER, Purchaser shall provide SELLER a tax exemption certificate acceptable to the appropriate taxing authorities.

4. Terms of Payment

The terms of payment of 30 days date of invoice are to be strictly adhered to and no deviation therefrom shall be made without our written consent. The purchase price shall be due in full by Purchaser within thirty (30) days after the date of SELLER's invoice. No partial payment by Purchaser shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of SELLER, notwithstanding any notation or statement accompanying that payment. Extension of credit, if any, may be changed or withdrawn by SELLER at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. SELLER shall be entitled to withhold deliveries in the event of the customer's account being in arrears and to charge the customer reasonable storage and overhead costs incurred. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one percent (1%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse SELLER for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to SELLER. Purchaser may not hold back or set off any amounts owed to SELLER in satisfaction of any claims asserted by Purchaser against SELLER. Time is of the essence with respect to this provision.

5. Cancellation of order

No order shall be subject to cancellation either in whole or in part without our written consent and upon terms that will indemnify SELLER against any loss. The Purchaser shall reimburse all expenses and loss incurred by us resulting from the cancellation. Delay in delivery or cancellation of customers contracts cannot be accepted as sufficient reason for termination of the contract.

6. Warranty

SELLER shall repair or replace, without charge any part or parts of the equipment sold which, within the period of one (1) year from the date of start-up or eighteen (18) months from the date of SELLER's invoice, whichever period expires first, shall prove to have been defective, provided that the Purchaser gives to SELLER immediate notice in writing of the discovery of any defect and immediately delivers, at the Purchaser's cost, such defective part or parts to SELLER or its nearest authorized distributor. SELLER's warranty is subject to SELLER's equipment sold being commissioned and start-up by his factory trained field service personnel. SELLER's original spare parts must be used at all times, or the warranty will be void. Specifications, limitations, recommended applications and uses for Products may be established by SELLER from time to time. Only those specifications, limitations, and recommended applications and uses expressly identified as such by SELLER shall be binding upon SELLER. Samples, descriptions, representations, and other information concerning Products contained in SELLER'S catalogues, advertisements, or other promotional materials or statements or representations made by SELLER'S employees or sales representatives are for general informational purposes only and are not binding upon SELLER. No employee, agent or sales representative of SELLER shall have any authority whatsoever to alter, expand or otherwise modify this Limited Warranty or SELLER's products specifications, limitations, or recommended applications without SELLER giving its prior express written consent to Purchaser. This Limited Warranty does not cover normal maintenance or items consumed during normal operation, normal wear and tear, use under circumstances exceeding specifications, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural causes such as fire, storm, or flood. Except as otherwise provided, SELLER shall not be liable for transportation, labour or other charges for adjustments, repairs, replacements, installation, or other work which may be done upon or in connection with the Products sold. This warranty covers only standard catalogue items.

7. Ownership of Drawings, Patents and Other Property

All drawings, illustrations, dimensions, specifications, performance projections, designs, plans, computations, and descriptions prepared by SELLER in connection with any work, quotation, or contract, whether of Products or general engineering or other arrangements, are SELLER'S property and may not be copied or disclosed to any other persons or used for any purpose whatsoever without SELLER'S prior written consent. Any patent or registered design developed or otherwise acquired by SELLER during the manufacture of Products and performance of work shall be the property of SELLER.

8. Passing of ownership and risk

All goods are supplied by SELLER's ex-works and the risk in all goods supplied by SELLER shall pass to the Purchaser at the time the goods are manufactured and ready for despatch, but the ownership shall be transferred to the Purchaser only when all monies owed to SELLER for the goods, and any other goods previously supplied to the PURCHASER by SELLER, have been paid. Payment of all monies owed to SELLER shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the PURCHASER and SELLER.

9. Excusable delays

SELLER shall not be liable for delays or failure to perform due directly or indirectly, to causes beyond SELLER'S reasonable control, or acts of God or nature, acts of any government authority, wars (declared or undeclared), labour disputes, fires and other calamities.

10. Choice of law

These Terms and Conditions of Sale and any dispute or claim relating to the Products shall be in all respects be governed by and construed according to the laws of the Republic of Singapore.

11. Others

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation. By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions. You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfil a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfilment, if such fulfilment is prevented by any impediments arising out of applicable local and/ or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfilments is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

Entire Agreement

The provisions contained in the document(s) attached hereto are incorporated into these Terms and Conditions of Sale by reference. Purchaser and SELLER acknowledge that these Terms and Conditions of Sale, together with SELLER'S invoice, constitute the entire agreement between the Purchaser and SELLER with regard to the Products and supersede all prior oral or written statements of any kind made by the parties or their representatives. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by the Purchaser and SELLER. The provisions of these Terms and Conditions of Sale and SELLER'S invoice are severable and the invalidity or enforceability of one provision shall not affect the validity or enforceability of any other provision.