

## TERMS AND CONDITIONS

### 1. SUPPLY OF PRODUCTS

- a. Supply of Products: RAAH International Pte Ltd (RAAH) shall supply Products to Purchaser in accordance with the terms and conditions and the Required Standard of Performance. "Products" mean all products, substances, property, equipment, parts, goods, commodities and materials that are sold by RAAH to Purchaser under this Contract. "Required Standard of Performance" means in a good and workmanlike manner, in accordance with generally accepted international industry practice, in compliance with this Contract and Applicable Laws. "Applicable Laws" means laws, regulations, statutes, codes, rules, orders, permits, policies, licenses, registrations, authorizations, concessions, clearances, standards and interpretations imposed by any governmental authority that apply to this Contract, including those in the country where Products will be delivered, used or stored.
- b. Time of the Essence. Time is of the essence in respect to provisions of this Contract that specify a time for RAAH's performance. RAAH shall deliver the Products by the Required Delivery Date to the Delivery Point to the best of its ability.
- c. Any lead-time given is offered in good faith, is an approximation only, and relates solely to the issue date of the quote (the quoted lead-time may have changed by date of order).
- d. RAAH shall notify Purchaser if RAAH believes that it will be unable to meet the Required Delivery Date. Supplier's notice shall include a plan for mitigating the delay. RAAH will not be held responsible for delays caused by natural calamities, customs clearance, Government regulations, and delay from manufacturers end.
- e. Purchaser is required to check the ordered products are selected correctly before placing an order. RAAH will not be responsible for any incorrectly purchased items.

### 2. FINANCIAL MATTERS

- a. Price is for the quantity specified: variation in quantity ordered may affect the price.

- b. This quotation has been prepared from the information supplied by you. Please check that we have interpreted your requirements correctly.
- c. RAAH's Invoices. RAAH shall submit invoices to the address set out in this Contract. These invoices shall be submitted after delivering the Products (as evidenced by a "Proof of Delivery" form signed by Purchaser or its representative) in accordance with the requirements of this Contract.

### 3. TAXES AND IMPORT AND EXPORT CHARGES

- a. Responsibilities for Taxes. The Purchaser shall bear all the charges for duties, taxes, custom and be responsible for all necessary licenses to import the material, where applicable.
- b. Origin and other Certificates. RAAH shall provide documentation evidencing the country of origin and/or test certificates, provided request for the same has been made prior to the quotation given to the Purchaser. Any request for certificates after the Purchase Order has been raised will not be entertained by RAAH.

### 4. CLAIMS, LIABILITIES AND INDEMNITIES

- a. GENERAL OBLIGATIONS. Each Party shall be liable for any Claim that arises out of this Contract to the extent that each Party's negligence or legal fault contributed to an injury, death, damage (including pollution damage) or loss that caused the Claim.
- b. Governing Law and Resolution of Disputes.
  - i. Governing Law. This Contract is governed by and interpreted under the laws of Singapore.
  - ii. Resolution of Disputes. The Parties shall exclusively and finally resolve any dispute that arises out of this Contract by using direct negotiations, mediation and arbitration as set
- c. Confidentiality. Both parties shall treat all information arising out of this Contract as valuable, proprietary and confidential, and shall not disclose and shall ensure that all members of Purchaser Group do not disclose, any such Confidential Information to any other person without the prior written consent.

### 5. DELIVERY OF GOODS

- a. Other than collection, goods will be delivered to the nearest point of entry, off-loading being Purchasers responsibility, e.g. a ground floor reception/goods inward area - not positioning on site.
- b. All goods must be checked for damages and/or shortages before signing.
- c. Please note our normal delivery service as applied to this quote does not include a day or time specific delivery option. A special delivery service can be arranged to include this option at extra cost.
- d. Normal deliveries will take place between 8:00 am and 5:00 pm Monday to Friday.