



ALLINTON ENGINEERING & TRADING PTE LTD  
331 Jalan Besar Singapore 208983 T 6296 0679 F 62970024  
21 Tuas Basin Link Singapore 638782 T 62651888 F 6265 5623  
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## TERMS AND CONDITIONS OF PURCHASE

The Purchase Order (PO) is issued by **Allinton Engineering & Trading Pte Ltd** (hereinafter called “the Buyer”) to the addressee of this PO (hereinafter called “the Vendor”) is subjected to the terms and conditions indicated hereafter.

### 1. TERMS OF AGREEMENT

- 1.1 The PO, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the “Purchase Order” or “PO”), constitutes the entire and exclusive agreement between the Buyer and the Vendor identified in the PO.
- 1.2 Buyer’s submission of the PO is conditioned on Vendor’s agreement that any terms different from or in addition to the terms of the PO, whether communicated orally or contained in any PO confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the PO, even if Vendor purports to condition its acceptance of the PO on Buyer’s agreement to such different or additional terms.
- 1.3 Vendor’s electronic acceptance, acknowledgement of this PO, or commencement of performance constitutes Vendor’s acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the Products or Work described in the PO exists between Vendor and Buyer, the terms of such master agreement shall prevail over any inconsistent terms herein.

### 2. ORDER CONFIRMATION

- 2.1 On returning the PO duly stamped, dated and signed to the Buyer, the Vendor shall be deemed to have confirmed the order and to have agreed to the terms and conditions stated herein.
- 2.2 Neither the Buyer nor the Vendor shall be bound by any variation, waiver of, or additional terms and conditions unless otherwise agreed by both parties in writing and duly signed on their behalf.
- 2.3 If any agreement or contract is concluded between both parties (hereinafter called “the Agreement”) and so specified on this PO, this PO shall be deemed as an integral part of the Agreement. In case of any discrepancy or contradiction occurring between this PO and the Agreement, this PO shall supersede the Agreement.

### 3. DOCUMENTATION

- 3.1 The PO No. must be clearly indicated on all correspondences, invoices, delivery orders, packages etc pertaining to the same PO. Any consequences due to the Vendor’s failure to comply with this documentation condition shall be at his sole risk and account.

### 4. PRICE

- 4.1 Payment shall be made in the currency and amount expressed in this PO. No., adjustment shall be allowed for fluctuations in exchange rate or for anything else except as may be agreed by the Buyer in writing.
- 4.2 Unless otherwise specified in this PO, the contract price include, without limitation, all costs, expenses and charges covering all scope of work specified in this PO; overheads and profit; and all other costs and expenses for liabilities set forth, implied or reasonably inferred in and from this PO.
- 4.3 The price for goods and services ordered hereby shall be the lower of: (i) the price stated on the accompanying Purchase Order or (ii) the same price charged by the Vendor to its most favored customers at the time of shipment of goods or provision of services of the same kind and quality taking into account quantity discounts.



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## 5. DELIVERY

- 5.1 The Vendor shall deliver the goods or render the services (hereinafter collectively called as "the Goods") under this PO in full and in good condition with the relevant delivery order to the place(s) of delivery on the delivery date(s) stipulated herein.
- 5.2 At the time of delivery, the Vendor shall contact the Buyer's office representative in 331 Jalan Besar or warehouse representative in 21 Tuas Basin Link or project representative of the said delivery site as stipulated in the PO.
- 5.3 All risk of loss shall remain with the Vendor until the Goods have actually been received and accepted by the Buyer at the applicable destination according to the terms and conditions of this Purchase Order.

## 6. QUANTITY & QUALITY

- 6.1 The Goods supplied under this PO shall conform in every respect to the relevant quotation, specifications and or instructions of the Buyer. No changes in such relevant documents shall be made without the prior written consent of the Buyer.
- 6.2 The Vendor shall make delivery of short-delivered goods immediately upon notification by the Buyer. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return any such shipments or portions thereof at the Vendor's expense for transportation both ways and all related labour and packing costs without prejudice to the Buyer's rights in Clause 14 below.
- 6.3 The Vendor shall replace, free of charge, each and every one of the Goods found to be defective, damaged or inferior in either quality or workmanship or found not to comply with the quotation specifications or instructions of the Buyer (hereinafter called the "Defective Goods") immediately upon notification by the Buyer. Otherwise, the Buyer reserves the right to refuse to make payment to the Vendor and to return the Defective Goods at the Vendor's risk and expense or to receive the Defective Goods at such reduced price as determined by the buyer taking into consideration the quality of such Goods.

## 7. PACKAGING AND SHIPPING

- 7.1 All shipping containers shall be packed and packaged to: (i) ensure safe arrival to final destination; (ii) secure the lowest transportation costs; (iii) comply with requirements of common carriers; (iv) meet the Buyer's written instructions; and (v) meet the requirements of all applicable laws, ordinances, rules and regulations.
- 7.2 Each package or container shall be marked clearly to show this Purchase Order number, ship date, and name of consignee and consigner. An itemized packing list shall be included in each container.

## 8. INVOICES

- 8.1 The Vendor shall issue a separate invoice for each separate shipment. Each invoice shall include: (i) the Purchase Order number; (ii) the Buyer's part numbers; and (iii) quantities shipped. Undisputed amounts shall only be paid after receipt and acceptance of goods or services and a correct invoice, and after the agreed payment term.
- 8.2 Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice will be just cause for the Buyer to withhold payment without losing discount privileges. Cash discounts, if any, shall be computed as commencing with receipt of the invoice or goods or services, whichever is later.

## 9. PAYMENT

- 9.1 Terms of Payment (appearing as “Terms & Conditions” in PO)
- Standard payment as follows:  
Upon delivery and receipt of invoice in the current month, payment will only be made after the agreed term.
- 9.2 Other than the standard payment terms, all others will be specified in PO.
- 9.3 Payment made by the Buyer to the Vendor shall not relieve the Vendor from responsibility in connection with the Vendor’s proper execution of this PO.

## 10. GUARANTEE

- 10.1 Unless otherwise stated in this PO, the Vendor guarantees that all Goods supplied shall be fit for the purpose for which they are intended and free from all defects, for a period of TWELVE (12) CALENDAR MONTHS from the date of acceptance of the Goods.
- 10.2 If the Goods fail to comply with the above requirements, the Vendor shall repair or replace, as requested by the Buyer, the same free of charge to the satisfaction of the Buyer within a reasonable time of the Buyer’s notification.

## 11. WARRANTIES

- 11.1 The Buyer shall receive the benefits of any warranty made by the manufacturer of the Products as well as any warranty shown on the front of this Purchase Order. In addition, the Vendor warrants that it has title to the Products free and clear of any liens, claims, or other encumbrances, and that the Products and Services are of good and merchantable quality, in conformity with industry standards, fit and safe for their intended purpose, and free from defects of any kind.
- 11.2 The Vendor further warrants that the Products and Services conform strictly to (i) the terms of the Purchase Order, (ii) any specifications or drawings provided by the Buyer and/or any samples provided by the Vendor and (iii) The Vendor’s published functional specifications for the Products.
- 11.3 The Vendor further warrants that, except to the extent based on designs provided by the Buyer, the design, construction, sale, and use of the Products is and will be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights.
- 11.4 If any Products or Services are found not to conform to any of these warrants within a period of TWELVE (12) CALENDAR MONTHS after delivery of such Products or completion of performance of such Services, or if any Products do not function properly during that time period for any reason other than as a result of the Buyer’s misuse of such Products, then, at Buyer’s option and Vendor’s sole cost and expense, Vendor shall promptly either repair or correct such nonconforming Products or Services or replace nonconforming Products with conforming Products. The Buyer also shall be entitled to pursue any other remedies available to it at law or in equity.

## 12. ASSIGNMENTS

- 12.1 The obligations of the Vendor under this PO shall not be assigned or sub-contracted to another party without the Buyer’s prior written consent.

## 13. INFRINGEMENT OF RIGHTS

- 13.1 The Vendor shall be solely liable for any infringement of patents and proprietary interests such as copyrights, trademarks and trade secrets in connection with Goods supplied under this PO and shall indemnify and hold the Buyer harmless from any and all claims and liability arising therefrom or related to.

#### **14. VENDOR'S LIABILITIES**

- 14.1 In addition to the Vendor's liabilities to the Buyer as stated in Clauses 14.2 to 14.4 below, the Vendor shall be liable to the Buyer for all other losses, including but not limited to loss of goodwill, loss of business, indirect losses, consequential damages of any kind, any loss of profit or loss of revenue, whether arising directly or indirectly from the Vendor's delayed performance or non-performance of this PO, suffered by the Buyer.
- 14.2 The timely delivery of the Goods is essential to the operation of the Buyer's business. The time stipulated for delivery of the Goods is of the essence and shall not be altered without the express written consent of the Buyer. The Vendor shall advise the Buyer immediately in writing of the earliest possible date on which delivery of the Goods (or part thereof) can be made if the Vendor cannot meet the time(s) stipulated for delivery of the Goods (or said part thereof) but the Buyer reserves the right to terminate the PO and Agreement (in whole or in part) and, in the event that the PO and Agreement are terminated in their entirety, retain the purchase price specified in Clause 9.1 of the PO above (hereinafter the "Price") or, if the Buyer opts to terminate only the part of the PO and Agreement as concerns the Goods that cannot be delivered or completed on the delivery date(s) stipulated herein (the "Delayed Goods"), the proportion of the Price payable for the Delayed Goods.
- 14.3 If the Vendor should fail to effect delivery or completion of the Goods (or part thereof) by the time(s) stipulated for delivery, resulting in the Buyer's termination of the PO (or part thereof) per Clause 14.2 above, the Buyer shall be entitled to purchase replacement goods and/or services from other available sources and the Vendor shall make good to the Buyer all losses, damages, costs, charges and expenses which the Buyer may sustain or incur by reason of such delay, including any sums which the Buyer may be required to pay to these other available sources in excess of the portion of the Price payable for the Delayed Goods.
- 14.4 Further, the Vendor shall be liable to the Buyer for liquidated damages for late delivery of the Goods at 0.5% of the Price per day that the Goods or any part thereof remain undelivered or incomplete, up to a maximum of 25% of the Price.

#### **15. CONFIDENTIAL INFORMATION**

- 15.1 The Buyer's confidential and proprietary information includes, without limitation, its business plans; business strategies; marketing plans; industry and competitive information; technology, product and proposed product information; pricing and cost arrangements and agreements with Buyer, distributors, customers, suppliers, licensors and licensees; information relating to its customer base; information concerning employees and financial information. All such confidential and proprietary information shall (a) remain the property of the Buyer, (b) be carefully preserved and maintained by the Vendor at its expense, and (c) be promptly returned to the Buyer or satisfactorily accounted for upon completion of this Purchase Order or upon the Buyer's written demand.
- 15.2 The Vendor shall obtain the Buyer's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to the Buyer.

#### **16. INSURANCE**

- 16.1 The Vendor will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect the Buyer in the of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Vendor further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Vendor in the jurisdiction or jurisdictions in which Vendor's operations take place.

#### **17. WAIVER**

- 17.1 Any failure by the Buyer at any time to require full performance by the Vendor of Buyer's terms and conditions shall not affect the right of the Buyer to enforce the same.

#### **18. GOVERNING LAW**

- 18.1 The PO will be construed in accordance with, and the laws of Singapore, without regard to its conflict of laws rules, will govern all disputes. The Vendor irrevocably consents to the personal jurisdiction of the state court in Singapore, and irrevocably waives any claim it may have that any proceedings brought in such court have been brought in an inconvenient forum.