



REVOSYNC PTE. LTD TERMS AND CONDITIONS OF SALE

The following Terms and Conditions apply to the sale of products and furnishing of services by Revosync Pte. Ltd. Buyer, by ordering products and services is subject to this quotation, the Buyer agrees to be bound and comply with these Terms and Conditions.

- 1) **Definitions.** The following definitions apply unless otherwise specifically stated:
 - a) “Buyer” – The customer/purchaser identified in the quotation to which these Terms and Conditions are attached or referenced.
 - b) “Seller” – Revosync (REVOSYNC PTE. LTD.), “Revosync Markets”, a Singapore Company with its principal place of business in Singapore.
 - c) “Quotation” – The written quotation provided by REVOSYNC to Buyer relating to the sale of products and/or furnishing of services and to which these Terms and Conditions are attached.
 - d) “Terms and Conditions” – These General Terms and Conditions of Sale Applicable to Orders for Products and Services of Revosync and as may be amended from time to time in writing.
 - e) “Order” – A purchase order or a blanket purchase order with releases or similar instrument by which Buyer may place orders for products and services under the Quotation with Seller.
 - f) “Party” and/or “Parties” – Buyer and/or Seller as appropriate in the context in which the word is used.
- 2) **Ordering.** For the convenience of Buyer, Buyer may place orders for products and services under the Quotation with a purchase order or a blanket purchase order with releases against such purchase order or similar instrument. Acceptance of any Orders placed by Buyer, either by written acknowledgement or by shipment of product or performance of services, does not constitute acceptance by Seller of any of the terms and conditions of such Orders, except as to identification and quantity of products or services involved. Seller’s acceptance of any Orders and the sale of products and services are limited to the quotation and these Terms and Conditions and any other material terms or conditions from the Buyer are expressly rejected.
- 3) **Pricing.** Pricing is as provided in the Quotation. Pricing quoted is for the total quantity and release dates provided in the Quotation. Any changes in quantity or release dates may result in a change in pricing. Pricing does not include applicable federal, state, and local taxes and duties, if any. Pricing is for standard packaging and labelling only for ordinary ground transportation unless specified otherwise in the quotation. Additional charges may apply for air shipments, special packaging, government required labelling or RFID tagging. No other price warranty or guarantee is made, regardless of any terms and conditions requested by the Buyer.
- 4) **Terms of Payment.** Cash on Delivery (COD) or Telegraphic Transfer from the date of Revosync’s invoice, unless otherwise stated in writing by Revosync.
- 5) **Disclaimer of Warranty, Limited Remedy, and Important Notice.** REVOSYNC MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. If the REVOSYNC product is proved to be defective, THE EXCLUSIVE REMEDY, AT REVOSYNC’S OPTION, SHALL BE TO REFUND THE PURCHASE PRICE OF OR TO REPAIR OR REPLACE THE DEFECTIVE REVOSYNC PRODUCT. User is responsible for determining whether the Revosync product is fit for a particular purpose and suitable for the user’s method of application. Please remember that many factors can affect the use and performance of a REVOSYNC product in a particular application. The conditions in which the product is used, and the time and environmental conditions in which the product is expected to perform are among the many factors that can affect the use and performance of a Revosync product. Given the variety of factors that can affect the use and performance of a Revosync product, some of which are uniquely within the user’s knowledge and control, it is essential that the user evaluate the Revosync product to determine whether it is fit for a particular purpose and suitable for the user’s method of application.

REVOSYNC PTE. LTD.

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- 6) **Limitation of Liability.** Except where prohibited by law, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANY WAY RELATED TO SELLER'S PRODUCTS OR SERVICES. This limitation of liability applies regardless of the legal or equitable theory under which such losses or damages are sought including breach of contract, breach of warranty, negligence, strict liability, or any other legal or equitable theory. This limitation of liability does not apply to claims for personal injury by a third party or direct damages due to breach of a material obligation of the Quotation.
- 7) **Order Changes and Cancellation.** Make To Order (MTO) and Non-Standard items are non-cancellable and non-returnable. They can only be cancelled if they have not yet been processed by the Customer Service Representative. Stocked products can be cancelled up until the day they are expected to ship.
- 8) **Returned Goods Policy.** Returns are subject to Seller's then current Returned Goods Policy. In all instances, authorization must be received from your Revosync Markets customer service representative before any returns will be accepted.
- 9) **Excusable Delays.** Seller shall not be liable for its failure to perform if performance is prevented, restricted, or interfered with by reason of fire or earthquake or other casualty or accident; inability to procure materials, power, or supplies; or war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency, court or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of Seller. Seller, when so affected and upon giving notice to Buyer, shall be excused from such performance to the extent of such prevention, restriction or interference; provide that Seller shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed.
- 10) **Not a Requirements Contract.** Seller will use commercially reasonable efforts to fill Orders properly placed and accepted. The Quotation, however, is not a requirements contract. In the unlikely event of back-order or other limited supply of a product, Seller will make the product available in a manner it determines to be equitable under the circumstances.
- 11) **Waiver.** Any failure or delay by either Party in exercising any right or remedy provided by or relation to the Quotation or these Terms and Conditions in one or more instances does not constitute a waiver and shall not prohibit a Party from exercising such right or remedy at a later time or from exercising any other right or remedy available.
- 12) **Severability.** If any provision of the Quotation or these Terms and Conditions shall, for any reason, be held invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severable and such invalidity, illegality, or unenforceability shall not affect any other provision of the Quotation or these Terms and Conditions which shall be enforced in accordance with the intent of this Agreement.
- 13) **Assignment.** Buyer shall not assign, transfer, or delegate any of its rights, duties, interests, or obligations under the quotation without the prior written consent of Seller. Seller expressly reserves the right to terminate the Quotation on: (a) the sale of all or substantially all the assets of Buyer or (b) the sale or transfer of the entire business or substantially all the stock of Buyer. Any such assignment, transfer, or delegation without Seller's prior written consent shall be void and cause for termination of the Quotation.

- 14) **Dispute Resolution and Choice of Forum.** The Parties agree to resolve any questions, claims, or disputes arising from or relating to the Quotation or products or services sold under the Quotation by the following sequence of dispute resolution methods. Except as otherwise provided in subsection (c) below, these methods are exclusive and shall be fully exhausted before the commencement of any litigation.
- a) Negotiation and Mediation. The Parties shall attempt in good faith to resolve any such questions, claims, or disputes promptly by negotiations between executives who have authority to settle the matter within a reasonable time of a Party's written request for a meeting, which shall include a detailed written explanation of the question, claim, or dispute and a proposed resolution. Such negotiations shall be held at a mutually acceptable time and location, and as often thereafter as the Parties deem reasonably necessary to exchange information and to attempt to resolve the matter. If the question, claim, or dispute has not been resolved by negotiation, then the Parties shall attempt to resolve the matter by non-binding mediation. Such mediation shall be conducted at a mutually acceptable time and location using a neutral mediator having experience with the industry in accordance with the rules of The Center for Public Resources. All negotiations and mediation pursuant to this subsection are confidential and shall be treated as compromise and settlement negotiations for purposes of Federal or State Rules of Evidence or other applicable rules of evidence.
 - b) Litigation. If the Parties cannot resolve the question, claim, or dispute as provided in subsection (a) above, then, as a last resort, either Party may commence litigation; provided, however, that any lawsuit filed by Buyer against Seller shall be commenced under Singapore law or under international arbitration law in Singapore. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY QUESTIONS, CLAIMS, DISPUTES, OR LITIGATION ARISING FROM OR RELATING TO THE QUOTATION OR PRODUCTS OR SERVICES SOLD UNDER THE QUOTATION.
 - c) Equitable Relief. Nothing in this Section 16 shall preclude either Party from taking any action necessary to prevent immediate and irreparable harm to it.
- 15) **Changes.** Changes in the Quotation and the Terms and Conditions can only be made by the written agreement of authorized representatives of the Parties. No part of the Quotation and the Terms and Conditions may be amended, modified, supplemented, or waived in any manner whatsoever (including course of dealing or of performance or usage of trade) except as mutually agreed upon in writing signed by authorized representatives of the Parties.
- 16) **Complete Agreement.** The Quotation and these Terms and Conditions constitute the entire agreement between the Parties and supersede and terminate any and all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of the Quotation. Each Party agrees that it has not relied on any representation, warranty, or provision not expressly stated in the Quotation and the Terms and Conditions and that no oral statement has been made to either Party in any way tends to waive any of the terms of the Quotation or the Terms and Conditions. The Quotation and Terms and Conditions are intended by the Parties to be the final, complete, and exclusive statement of all terms and conditions.