

## TERMS & CONDITIONS OF PURCHASE

1. Promised date of delivery is to be maintained. Should there be any delay of more than 7 days from the delivery date, ACP Metal Finishing Pte Ltd (“Purchaser”) reserve the right to impose a penalty of 1% of the total purchase value per each day of the delay and the amount to be deducted from the purchase value.
2. No deliveries should be attempted on Saturdays, Sundays, Public holidays or on any day after 5 pm unless specifically requested by the Purchaser.
3. Please quote our Purchase Order (“PO”) no. and any reference stated on your invoice and delivery order and submit the invoice in triplicate.
4. Delivery of the goods must be made at the Purchaser’s address shown on the PO or as otherwise directed. Any delivery date shown on the PO shall be of the essence of any contract arising. Delivery must be made in strict accordance with the PO or delivery schedule and any quantities delivered in excess of that specified on the PO may be returned by the Purchaser at the Supplier’s risk and expense.
5. The Vendor guarantees the goods ordered to be of interchangeable quality and condition, not withstanding any examination of the goods by or on behalf of the Purchaser. Any stipulation as to the quality of the goods is also a condition of any contract arising from the PO. If a sample of the goods has been made available to the Purchaser, then any contract arising from the PO shall be a contract for sale by sample as well as a contract for sale by description.
6. All goods must be suitably packed or otherwise prepared for delivery to the satisfaction of the carrier. No charges are to be made for wrapping, packing or crating unless specified in the PO.
7. All drawings, tools or patterns furnished in connection with the PO are confidential to the Supplier and the Purchaser, and shall be used solely to complete the contract or any other contract relating to the products supplied. The Supplier shall not without the prior written approval of the Purchaser furnish to any third party any such similar drawings, tools, patterns, specifications or samples that have been supplied to the Supplier by the Purchaser or manufacture such articles except for the Purchaser. This restriction shall continue notwithstanding termination of any PO or contract.
9. The Purchaser reserves the right to cancel or suspend the PO or any part thereof, if the goods are not delivered according to deliveries as specified, or if the Purchaser is unable to accept delivery for any cause beyond the Purchaser’s control. The Purchaser further reserves the right to cancel the PO if goods are not in accordance with drawings, approved sample or specifications or are defective in workmanship or material or are not otherwise satisfactory to the Purchaser.
10. The Supplier warrants that the sale to the Purchaser and the use by the Purchaser of the goods or services in any way will not infringe any patent, trade mark, copyright, or any proprietary design or process and covenants that the Supplier will at his own expense upon demand of the Purchaser, investigate and deal with every claim and / or legal action which may be brought against the Purchaser or against those selling or using any goods or products of the Purchaser for any alleged infringement or claim of infringement of any patent, trade mark copyright or any proprietary design or process by the reason of the sale or use of the goods by the Purchaser and will compensate all cost, damages and expense which the Purchaser may suffer by reason of any such claim and / or legal action.

11. The Supplier is obliged to inform the Purchaser in writing, any non-conformance or changes in the specifications of the product purchased, before delivery, and to obtain written approval or waiver.
12. The Supplier grants the Purchaser, its customers and regulatory authorities the right of entry to determine the quality of work, records and material at any place including the plant of the Supplier.
13. The Supplier is required to flow down all information in this PO to its sub-tier suppliers or contractors where applicable.