

General Terms and Conditions of Sale

The sale of products ("Products") by Quiksol Int'l Components Pte Ltd ("Seller") is subjected to these terms and conditions regardless of other and/or additional terms or conditions that conflict with or contradict the terms and conditions stated herein, in any purchase order, document, or other communication from the requesting party ("Buyer"). These terms and conditions may only be waived or modified in a written agreement signed by an authorized representative of Seller. Neither Seller's acknowledgement of any purchase order nor failure to object to conflicting or additional terms and conditions preprinted in any purchase order shall be deemed as an acceptance of such terms and conditions.

1. Orders

All orders initiated by the buyer through a purchase order are subjected to acceptance by the Seller. The seller reserves the right to allocate the sale of products among its customers at its own discretion. Orders for special, customized, and value-added products and products specified by the seller as non-standard or "NCNR" are, non-cancellable and non returnable. The buyer may not change, cancel or reschedule orders for standard products without the Seller's consent.

2. Prices

Prices shall be specified by the seller and shall be valid for the period specified in Seller's quotation to the Buyer. If no period is specified, prices will be valid for thirty (30) days.

Prices are subjected to change at any time, in the event of an increase in Seller's cost and/or other circumstances beyond Seller's reasonable control. Prices are for products only and does not include any taxes, shipping, freight, duties and other charges or fees, permits, certificates, customs declarations, registration (collectively, "Additional Fees"). The buyer shall be responsible for any additional fees.

3. Terms Of Payment

Payment of the total invoice shall be thirty (30) days from the date of invoice or as otherwise specified by the Seller at the time of quote. Orders are subjected



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to the credit approval by Seller, who may at its sole discretion change the Buyers credit terms. Buyer agrees to submit financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of such credit terms. Advance payment in cash or wire transfer may be required on any or all amounts due or to become due for Buyer's order before shipment of any or all products. Seller may suspend and/or delay delivery of any order or remaining balance thereof, and Buyer shall remain liable to pay for products already shipped. On any past due invoice, Seller may charge interest from the payment due date to the date of payment at 1.5% per month, plus reasonable attorney fees and collection costs: or the maximum amount that is allowed under the applicable law.

4. Delivery

Unless otherwise specified, products are shipped Ex-Works Seller's facility (Incoterms 2000). Title and risk of loss is passed to the Buyer upon delivery of the products to the carrier. Seller's delivery dates are estimates only and are subjected to timely receipt of supplies by Seller. Seller reserves the right to make partial deliveries and Buyer shall accept delivery and pay for products delivered. Seller shall not be liable for any delays on delivery and any delayed delivery of any part of an order does not entitle the Buyer to cancel other deliveries.

5. Seller's Limited Warranty

Seller warrants to Buyer that the products supplied shall conform to the applicable manufacturer's specifications and any value added works on such products shall conform to the buyer's specification to such works. If the products does not meet the applicable manufacturer's specifications and such value-added work does not meet the Buyer's specification, the Seller's liability is limited to, refund Buyer's purchase price for such product (without interest), or repair such products, or replace such products, with the condition that such products are returned to Seller, along with evidence of purchase, within thirty (30) days from the date of delivery, transportation charges prepaid by buyer. Seller shall transfer to the Buyer whatever transferrable warranties and indemnities Seller receives from the supplier of such products, including any transferrable warranties and indemnities in respect of patent infringement.

6. Product Return

Quiksol Int'l Components Pte Ltd

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Cendex Centre, Singapore 169208

Tel: (65) 6382 2808 Fax: (65) 6382 2842 www.quiksol.com

Business Registration No.: 200502497W



Buyer may return products to Seller only with an authorized material authorization (“RMA”) number issued by the Seller. Buyer must notify Seller in writing any damage to the outer packaging or the products, shortage, or other discrepancy within three (3) working days after receipt, otherwise, Buyer is deemed to have accepted the products and may not revoke acceptance. Buyer must return the products in its original packaging, along with proof of purchase, Seller’s issued RMA and freight prepaid.

7. Limitation Of Liability

In no event shall the Seller be liable for, and the Buyer is not entitled to any indirect, special, incidental or consequential damages: for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of customer. Buyers’ recovery from Seller for any direct damages will not exceed the price of the product at issue.

8. Disputes

All unresolved disputes concerning or in conjunction with products shall be resolved in a court of competent jurisdiction at the location of the Seller’s place of business fulfilling the order. Buyer consents and agrees that the jurisdiction and venue for such proceedings shall lie exclusively with such courts.