

**PMAX ONE TECHNOLOGIES PTE LTD**  
(Hereafter called "The Company")  
**CONDITIONS FOR REPAIR, INSPECTION, MAINTENANCE,  
MODIFICATION, TEST OR RENTAL SERVICES**

**GENERAL**

1. The terms and conditions herein form an integral part of and are deemed to be incorporated in any quotation, service report, delivery order or written contract issued by the company.
2. Any request or order for the supply of or any direction to proceed with any such services, sale or maintenance of equipment, material or components shall constitute assent to the terms and conditions herein, as well as a representation that the Customer is solvent and will remain solvent.

**WARRANTY**

3. The company warrants to the Customer that the services to be performed and the equipment, material and components to be furnished hereunder will be free from defects in material and workmanship and will be of the kind and quality designated or specified in the quotation, service report, delivery order or any such other written contract.

PROVIDED always that where a particular brand of equipment, material or components or method of work or design is prescribed by the Customer, the Company shall not be responsible nor liable, in any way whatsoever, for any defects in or faulty method of work or design as so prescribed by the Customer, whether or not such defects are apparent or visible.

4. The warranty hereunder with respect to such defects is conditional upon:-
  - i. The defect becoming apparent to the Customer within 3 months from the date of completion of work by the Company; and
  - ii. The Company has received written notice of the defect within 7 days after the defect becomes apparent to the Customer.
  - iii. The conditions of any tests shall be mutually agreed upon and the Company shall be represented at all tests that may be made.
5. If the services performed or equipment, material or components furnished hereunder do not meet the above warranty and provided that the Customer has promptly notified the Company within the time period as provided in Clause 4(ii) herein, the Company shall thereupon correct the defect, including non-conformance with the specifications, either (at its sole discretion and option) by repairing or by replacing as its factory the defective work, equipment or components. The liability of the Company under this warranty, or for any loss or damage to the equipment whether the claim is based on contract or negligence, or on any ground, shall not in any case exceed the amount of the invoice paid for the service, equipment, material or components which gave rise to the claim and upon the expiration of the warranty period, all such liability shall terminate and the Customer shall not have any further claim as against the company.

No warranty is given for any equipment, material or components designated or supplied by the customer.

**LIMITATION OF LIABILITY**

6. The warranties and obligations set out above are exclusive and in substitution for, and the Customer hereby waives and releases the Company from all other warranties obligation claims and remedies of the company arising by law or otherwise with respect to any defect or non-conformance in the equipment, material or components furnished or serviced by the Company, including but not limited to :
  - (1) Any implied warranty or merchantability for any purpose;
  - (2) Any implied warranty as to quality or suitability for any purpose;
  - (3) Any obligation, liability claim or remedy in tort, whether or not arising from the negligence or the Company or its assignees and;
  - (4) Any obligation, liability claim or remedy for loss of use, revenue or profit or for any other indirect, incidental or consequential damages.
  - (5) The liability of the Company for any loss or damage to the equipment whether the claim is based on contract or negligence, or on any ground, shall not in any case exceed the amount of the invoice paid for the service, equipment, material or components which gave rise to the claim and upon the expiration of the warranty period, all such liability shall terminate and the Customer shall not have any further claim against the company.

**PATENTS**

7. The Company assumes no obligations whatsoever to the Customer with respect to patent risks. The Customer hereby indemnifies the Company against all damages, penalties, costs and expenses to which the Company may become liable if any work is done in accordance with the Customers' specification, direction request and or instructions involves as an infringement of a registered design or patent, trademark or trade name.

**DELIVERY / COMPLETION DATES**

8. Delivery or completion dates are approximate only and are subject to prompt receipt of or ready access to the equipment, material or components as well as prompt receipt of all necessary information, instructions, specifications and directions from the Customer.

**EXCUSABLE DELAYS**

9. The Company shall not be liable for any failure or delay in delivery or in performance due to the following:
  - (i) Causes beyond its control; or
  - (ii) Acts of God, acts of the Customer acts of civil or military authority, priorities, fires, strikes or other labour disturbances, floods, epidemics, war, riot delays in transportation or;
  - (iii) Inability on account of causes beyond its reasonable control to obtain necessary labour, materials, components or manufacturing facilities.

In the event of any delay occasioned by any of the causes set out above, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay and in this regard, the Company determination of such lost time shall be final and conclusive.

**PAYMENTS**

10. (1) Payment of the contract price shall be made immediately upon delivery of the equipment, material or component Company's facility or when work is completed at the Customer's facility or when work is completed at the Customer's premises and the Customer is given notice (whether oral or in writing) hereof. In the event of delivery by instalments, payment shall be made by the Customer on a pro-rata basis upon each delivery.
- (2) Notwithstanding the foregoing – the Company shall be entitled at any time to require the Customer full or partial payment of the contract price in advance.
- (3) Payment by the Customer shall be made crossed cheque in favour of **PMAX ONE TECHNOLOGIES PTE LTD.**
- (4) Credit terms are 30 days. The Customer shall pay interest at the rate of **1.5% per month** on overdue accounts.

**TERMINATION**

11. Upon the occurrence of any of the following events, the Company shall be entitled to terminate this Contract, cancel any order then outstanding, and the Customer shall be liable to reimburse the Company for all costs, expenses and losses (including loss of profit) incurred by the Company as a result of such cancellation:
  - (i) In the event of bankruptcy or insolvency of the Customer;
  - (ii) In the event, of any proceeding is brought against the Customer whether voluntarily or involuntarily, under any bankruptcy or insolvency laws;
  - (iii) In the event that the Company is of the opinion that the financial stability of the Customer is questionable or the Customer defaults in any payments hereunder.

**LIEN FOR UNPAID CHARGES**

12. (1) The Company may, at its option, retain possession of any equipment, material or component repaired, modified, inspected, tested, maintained or withhold services under its contract or agreement with the Customer until its charges for such equipment, material or component or services rendered are paid. If such charges are not paid within 90 days following completion of the work and issuance of invoice, the Company may, upon the giving of not less than 7 days written notice by registered post to the Customer at the Customer's last known address, sell the equipment, material or components at public or private sale and apply the net proceeds to the Company's charges. Such sale shall be without prejudice to the balance of all such outstanding of the Customer due to the Company.
- (2) It is hereby expressly agreed between the parties that the Company shall be entitled, in addition to any right or lien to which the Company may be entitled by the law or as aforesaid, to a general lien enforceable as provided in Clause 12 (1) above on all the goods, machines or equipment of the Customer in the Company's possession, (although such goods or services or some of them have been paid for or part-payment has been made under the terms herein), for the unpaid price of any other goods sold and delivered or for any other services rendered by the Company to the Customer under the same or any other contract and the Company shall be entitled to set off and strike a balance between all accounts under any contract or otherwise between the Company and the Customer.

**TITLE AND RISK**

13. (1) The title and right of possession of equipment, material or components repaired, modified, inspected, tested or maintained under this contract shall, subject to my applicable lien rights of the Company and to its right of sale in the event of non-payment as provided in the preceding paragraph, remain with the Customer.
- (2) Any equipment, material or components held by the Company shall be at the sole risk and expense of the Customer and the Customer shall be solely responsible for arranging adequate insurance cover.
- (3) Title to any equipment from time to time loaned or hired to the Customer shall remain with the Company and all scrap resulting from the work shall be the property of the Company.

**CANCELLATION**

14. The Customer may cancel his order only upon written notice of at least 14 days to the Company and upon payment of a reasonable and proper cancellation charge as may be prescribed by the Company.

**INDEMNITY**

15. The equipment, material or components furnished or serviced hereunder are not designed, manufactured or intended for use in or with an atomic installation or activity and the Customer hereby indemnifies and holds the Company harmless for any liability or damage whatsoever arising out of or as a consequent of the use of the equipment, material or components in such a manner.

**ASSIGNMENT AND SUBCONTRACTING**

16. The Company shall have the right to subcontract any or all of the work covered by the contract. However, any assignment of this order or of any rights hereunder by the Customer without the written consent of the Company shall be void.

**PRIOR AGREEMENT SUPERSEDED**

17. This document contains the entire agreement between the parties and no understanding, promise or representation, waiver, alteration or modification of any of the provisions hereof shall be binding upon the Company unless assented to in writing by an authorised representative of the Company.

**PROPER LAW**

18. This agreement shall be governed by and construed in accordance with the laws of Singapore and the Customer hereby agree, to submit to the jurisdiction of the Supreme Court of Singapore.