

1. Objective

The Seller desires and agrees to sell and the Customer desires and agrees to purchase glove as specific in all of the Seller's quotation(s) (herein after called "the Products").

2. Conditions of Delivery

2.1 The INCOTERMS 2020 shall apply for all trading clauses. The loading takes place according to Seller's instructions.

2.2 Seller is only obliged to comply with agreed delivery time on the assumption that its production and/or sourcing schedule is not interrupted.

2.3 Standard Packing costs as per specification are included in the prices.

2.4 Complaints arising from obvious shortages as well as deviations in quantities can only be taken into account if they have been written down immediately on the receipt of the Products and directly on the dispatch documentation of the carrier, and validly lodged with Seller within five working days. If there is no complaint within the said period, it shall be deemed that the Customer fully accepts the Products.

However, deliveries of sub-standard (B-Grade) the products or the Products in job lots are always made under the express exclusion of the right to complain about visible defects and other quality shortcomings.

2.5 In case the products delivered are intended to match samples of earlier deliveries, deviations will be avoided as far as it is technically possible to do so. The Seller is entitled, at its option, to schedule a replacement of the Products.

3. Financial Matters

3.1 The Customer agrees to buy the Products at the prices designated in the invoice which is part of the Contract and the prices shall be effective on the day of delivery.

3.2 The Customer shall pay fully to the Seller for the invoice free of bank and postage charges under the date and term of payment as designated in the invoice. No interest is paid by the Seller on partial payments and/or advance payment.

3.3 Unless detailed otherwise, the prices and all its quotations and invoices are in US\$. If the value of remuneration contractually agreed in any other currency changes in equivalent to more than 2% US\$ as a result of a change in currency's parity, the Seller is entitled to make an appropriate adjustment in prices.

3.4 In the event that the Customer's financial situation has deteriorated, the Seller may demand payment in advance or financial security for the delivery.

3.5 In the event of late payment, without prejudice to any remedy or remedies available to the Seller, the unpaid amount shall bear late payment charge from due date until fully paid at the rate of 1.5% per month and the Seller is entitled to cease to supply the Products to the Customer.

3.6 In the case of material increases in the costs of raw materials or of the production, the Seller preserves the right to adjust its selling prices no later than one month before shipment.

3.7 Employees and representatives of the Seller are only entitled to accept payments if they are in possession of a written proxy to collect.

3.8 The retention of payments by the Customers or setting them off against counter claims of whatever kind is not permissible under any circumstances.

4. The Seller's rights

4.1 The Seller is not obliged to deliver detailed orders on the basis of general offers, circular letters or price lists.

4.2 Moulds, tools and fittings are the Seller's property, even if a contribution to the costs of a mould has been made by, and the proposals and designs for the article to be manufactured have been originated by, the Customer.

4.3 The Seller reserves full rights to retain all the Products delivered until the amounts invoiced have been paid in full.

5. The Customer's Covenants

5.1 The Customer shall comply and ensure that the Customer and its affiliate, member, agent shall comply with applicable permits licenses authorizations concessions clearance and all applicable laws and regulations.

5.2 In order to avoid possible damage, the instructions in brochures, user's manuals or other product information sheets supplied by the Seller must be followed strictly. The Customer must ensure that all users are in possession of sufficient information.

By this Contract, the Customer is given expressly warning that the Product cannot be used other than their purposed application(s) which has been defined.

6. Representation and Warranty

The Products are of merchantable quality, made of good material, workmanship, free from defect and any encumbrance and, meet the specifications and correspond with their descriptions.

7. Transfer of Ownership and Risk

7.1 The ownership and any risk of the Products being transferred from the Seller to the Customer shall be applied in accordance with the specific INCOTERMS 2020 that the parties agree.

7.2 If dispatch is delayed through any faults arising from the Customer, then risk in the Products are transferred to the Customer from the day they were ready to be dispatched.

8. Liability

8.1 At the Seller's option, the Seller shall compensate for any possible defects arising in materials or manufacture of its the Products, or for any deviations from the appropriate standards, by repair or by delivery of replacement the Products.

8.2 The Seller shall take no responsibility on any damage occurred due to misuse, improper use, improper storage accidental damage or disregard to instruction given by the Seller, whatsoever for any reason.

8.3 To the extent that products are manufactured according to drawings, samples or other Customer's documentation that infringe commercial and industrial property rights of third parties, the Customer must indemnify the Seller and hold the Seller harmless and free from legal action.

9. No Consequential Loss

Notwithstanding the provisions of this Contract in no event shall either Party be liable to the other for any loss of revenue or of anticipated profits, loss of the Production, loss of contracts or other special or indirect loss suffered or incurred by that other Party or punitive damages as a result of any breach of the terms and conditions of this Contract.

10. Force Majeure

No failure or omission to carry out or to observe any of the terms, provisions or conditions of this contract shall give rise to any claim by one party hereto against the other, or be deemed to be a breach of this agreement if the same shall be caused by, or arise out of acts of god, force majeure and their consequences, or similar unforeseen occurrences affecting Seller or third parties with whom Seller has entered into business relations, (for example breakdowns in operations or communications, fire, floods, lack of labour or energy or raw materials, strikes, lock-outs, pandemic, any government-declared state of emergency or changes in legislation).

For the occurrences as above, the Seller is entitled to discontinue further deliveries without granting compensation and without being obliged to make subsequent deliveries.

11. Assignment

The Customer shall not assign any right and obligation hereof to any other persons except given prior written approval by the Seller. Any assignment made by the Customer not in accordance with the provision shall be void.

12. Exhibit

All exhibits that are attached to the body of the Contract are integral part hereof and are incorporated by reference into the Contract.

13. Governing Law and Arbitration

This Contract is governed by and interpreted under the laws of Singapore, without regard to its choice of law rules.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator.

14. General Provision

Data Privacy: The Customer shall comply with all reasonable requests of the Seller with respect to protecting personal data of the Seller in connection with the Contract.

Entire Agreement: The Contract comprises the complete and entire agreement between the parties regarding the subject matter of this Contract, and supersedes all oral and written negotiations, representations or agreements in relation to that subject matter made in or enter into the before the effective date. Any conditions suggesting otherwise are ineffective, even if they have not been explicitly contradicted. The general sales conditions of this Contract shall apply to all business to be concluded in future by Seller with its Customers.

Severability: Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be effective to the extent of the prohibition or unenforceability without either affecting the validity or enforceability of the relevant provision in any other jurisdiction or affecting in any way any other provision of this Contract.

Amendments: No amendment to this Contract is effective unless made in writing and signed by authorizations of the Seller and the Customer.

Validity: The validity of quotations shall be subject to the terms and conditions as specified in the quotation. The mailing of Seller's price list is not to be regarded as a quotation.

Conflicts: If there is any conflict between terms and conditions in this Contract and any other documents whether in writing or in oral, the terms and conditions of the Pro Forma Invoice (PI) shall prevail.

Notice: All notice must be in writing and delivered by mail or by email or by hand delivery to the address set out in this Contract, or by facsimile to the number set out in this Contract.