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General Terms and Conditions of Purchase

1. General

These General Terms and Conditions of Purchase of ("Products") by Quiksol Int'l components Pte Ltd ("Buyer") 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 to the supplier ("Supplier"). These terms and conditions may only be waived or modified in a written agreement signed by an authorized representative of the Buyer.

2. Quantity

Supplier shall ship the exact quantity and on the specific dates as mentioned in Purchase Order/ or as per written instructions by Quiksol Int'l Components Pte Ltd. Unless otherwise intimated by Quiksol Int'l Components Pte Ltd in writing, in cases of failure in delivery, all premium freights and other related costs will be debited to you.

3. Quality

The products/processes/services supplied by you shall be of constant quality and fully compliant with all specifications communicated by Purchase / Quality Assurance Department

4. Delivery

Delivery of your items/products/services shall take place at the agreed times and/or according to the agreed timescales /schedules mentioned in the Ship date of the Purchase Order item(s). Any costs generated directly or indirectly by non-respect of these will be debited to you. However, a Relative delay in the Ship date is allowed if payment from Quiksol Int'l Components Pte Ltd. is delayed beyond the agreed and/or committed date.

Quiksol Int'l Components Pte Ltd

120, Lower Delta Road #05-09/10/11,

Cendex Centre, Singapore 169208

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

Bussiness Registration No.: 200502497W





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5. Cost of Return

In case the items/products/services do not meet quality standards, the same may be returned by Quiksol Int'l Components Pte Ltd. The cost of return shall be borne by you. Without prejudice to the foregoing, you shall indemnify Quiksol Int'l Components Pte Ltd for the loss suffered when these items/products/services are in transit for return.

6. Rejections

The rejection (incoming or in the process due to your fault) shall be cleared/replaced by you at your own expense within a maximum of 15 calendar days from the date of intimation. Otherwise, they will be sent to you at your cost. In case of any associated charges for rejections payable by Quiksol Int'l Components Pte Ltd to its Customers / any other Entity, the same shall also be debited to you as per guidelines.

7. Packaging

The material shall be supplied in packaging as agreed or as informed to you. It should at least meet the industry standards of packaging. The packaging shall be such as to withstand normal transport/handling/storage conditions. Any damage/rejection resulting from failure to respect this requirement will be debited to you as per guidelines. Quiksol Int'l Components Pte Ltd also reserves the right to reject the items/products due to faulty packaging.

8. Indemnification

Without prejudice to the foregoing, to the extent permissible under applicable law, you shall keep Quiksol Int'l Components Pte Ltd indemnified in full against all liabilities (which include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damage, costs and expenses (including but not limited to product, legal and transportation costs) awarded against or incurred or paid by Quiksol Int'l Components Pte Ltd as a result of or in connection with:

(a) Any infringement or alleged infringement of any intellectual property rights caused by any kind of uses, including, but not limited to, the offer, manufacture, or supply of the items/Products/services.

(b) Any claim made against Quiksol Int'l Components Pte Ltd in respect of any liability, loss, damage, injury, cost, or expense sustained by Quiksol Int'l Components Pte Ltd.'s employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by,

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relates to or arises from the delivered items/products/services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of your obligations under the Purchase Order or this Agreement, including but not limited to any claim against Quiksol Int'l Components Pte Ltd in connection with a recall campaign caused by defective Products or the replacement of such defective Products or the consequences of defective Products to other parts or to individuals.

9. Warranty

Your products/processes shall be covered by your own warranty for a period of twelve months from the date of sale when these are fitted and/or from the date of purchase of the products as spares by the final User. Any costs generated within this time at any stage by your noncompliance shall be debited to you as per guidelines.

10. Product liability

In case of any damages or injuries to any third party as a result of defects in your products/processes/materials/services, you shall hold Quiksol Int'l Components Pte Ltd harmless and fully indemnified.

11. Confidentiality

a) None of the Parties shall disclose any confidential information, including but not limited to the technical information (which includes the technical, technological, or engineering information or documentation, master models or samples, and drawings) belonging to Quiksol Int'l Components Pte Ltd harmless or its Customers, to third persons without the prior written consent from Purchaser. However, Quiksol Int'l Components Pte Ltd harmless may disclose confidential information received from you to appropriate Regulatory authorities.

b) Confidential information shall include all written information provided by Quiksol Int'l Components Pte Ltd harmless to you or by you to the Buyer. His obligation hereunder shall not apply or shall cease to apply to any information which:

i) Is in the public domain at the time of disclosure.

ii) Is published or otherwise becomes a part of the public domain through no fault of the recipient.

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iii) Is known to the recipient before receipt thereof under this agreement, as shown by the prior written record; or

iv) Becomes available from a third person who has the right to disclose it.

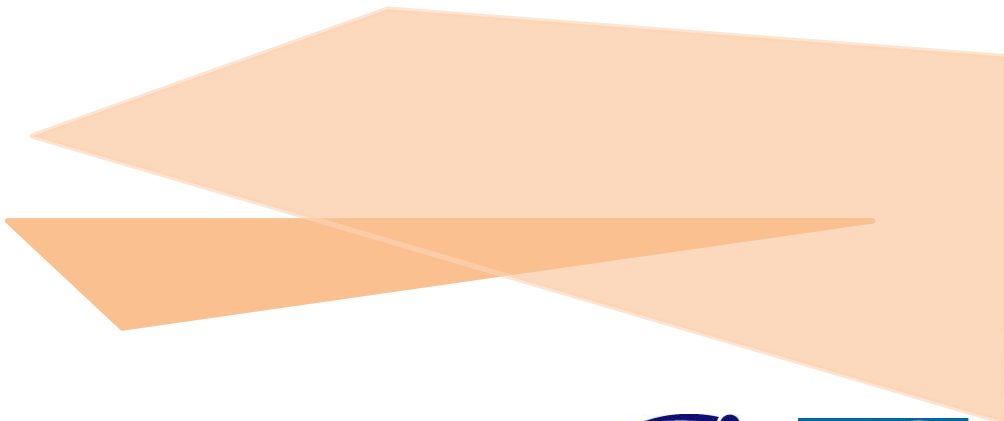
c) This confidentiality obligation will take effect at the moment of the receipt of the Purchase order and will continue for a period of 3 years after the termination date. None of the parties shall be required to disclose to any of the other parties any information known to be the property of or obtained under obligations of secrecy from a third party.

12. Validity

The Purchase order is valid as per the conditions mentioned in the Purchase order.

13. Waiver

Any waiver or additional conditions shall be deemed applicable only if agreed in writing by us.



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