These terms and conditions of sale shall apply to every contract arising from the acceptance by Chem-Trend Singapore Pte Ltd (“Seller” or “Chem-Trend”) of an order from any individual, partnership, company or organization (“Buyer”) for the supply of goods and/or services, unless expressly notified to the Buyer in writing by Chem-Trend.

1. ACCEPTANCE
1.1 The document evidences a complete and binding contract between Seller and Buyer in accordance with the terms and conditions appearing herein. Acceptance of an offer in any form at all times subject to availability for delivery of the goods or services, offered by Seller and is subject to Seller’s prices in effect for said goods at the time of shipment, unless otherwise agreed in a separate written agreement signed by Buyer and Seller. Prices on the face hereof are those in effect on the date this document is receipted or shipped. Unless otherwise agreed in writing by Buyer and Seller, acceptance of an offer is expressly conditioned upon Buyer’s acceptance of all terms and conditions stated in this document. The order may be cancelled by Buyer only if Buyer notifies Seller of its intention to do so in writing within five business days of the date that this document is receipted or shipped. Failure to respond by Buyer during this time period shall constitute a waiver by Buyer of all claims hereunder with respect to such goods. If requested by Seller, Buyer shall promptly return to Seller its plant all unclaimed goods alleged by Buyer to be otherwise than as warranted and Seller will pay freight to Buyer.

2. QUOTATIONS
If this document is provided by Seller to Buyer as a quotation, then, unless otherwise specified on the face hereof, the quotation is subject to change without notice in all respects, including prices, delivery dates, terms, quantities, and specifications.

3. TERMS OF PAYMENT
Buyer will pay in U.S. Dollars without offset all invoiced amounts within thirty (30) days from date of Seller's invoice unless otherwise specifically stated on the face hereof. Buyer represents and warrants to Seller that Buyer is presently solvent. If Buyer’s credit is unsatisfactory to Seller, Seller reserves the right to require payment by (a) cash with order, (b) cash payment at sight against bill of lading, or (c) cash on delivery (“C.O.D.”). Under no circumstances will Buyer’s option, may be charged all collection fees. Any amount not paid when due will bear interest at a rate equal to the lesser of 2% per month or the rate then being charged for similar loans in the financial institutions. Unless otherwise stated on the face hereof, prices do not include any applicable national, federal, state or local taxes. Any tax or other charge now or hereafter levied on the production, sale, use or shipment of goods or services hereunder shall be the responsibility of the Buyer.

4. FREIGHT
Shipments will be made F.O.B. Seller’s warehouse with freight charges collected from Buyer except as otherwise specified on the face hereof. The most economical routing will be used at the discretion of Seller. Additional transportation charges paid by Buyer will be invoiced to Buyer. Seller reserves the right to adjust the freight rates and freight charges on shipments as the rates may be specified on the face hereof or on the price sheet for the goods. In the event of any general increase in freight costs, Buyer shall pay such increased costs and to hold the prices for Buyer’s account all Buyer’s option, increase the price for the goods that reflect such additional freight costs without advance notice.

5. TITLE AND RISK OF LOSS
Notwithstanding that title in the goods may not have passed to Buyer, risks of loss or delay to all goods supplied hereunder shall pass to Buyer upon Buyer’s delivery hereof to carrier at shipping point.

6. CONTINGENCIES
In the event of war, fire, flood, strike, labor trouble, accident, riot, act of governmental authority, act of God, or any delay arising out of or caused by any act, force or cause beyond Seller’s control that delays or prevents manufacture, delivery, or shipment of goods hereunder, Buyer shall be entitled to receive from Seller a revised quotation for the goods subject to its &quot;purchase money security interest&quot; in accordance with applicable law. No future dealings may be given on invoices. Invoices are payable in the currency specified in writing by Seller.

7. TAXES
Unless otherwise stated on the face hereof, prices do not include any applicable national, federal, state or local taxes. Any tax or other charge now or hereafter levied on the production, sale, use or shipment of goods or services hereunder shall be the responsibility of Buyer.

8. ORDERS – CHANGES/CANCELLATIONS/DELIVERIES
Orders will be given consideration to any request by Buyer for modification or cancellation of the order or release against an order evidence by this document, but the same may not be modified or cancelled without the written consent of Seller. Buyer shall pay promptly for all goods shipped and delivered at all times subject to availability for delivery of the goods or services, offered by Seller and is subject to Seller’s prices in effect for said goods at the time of shipment, unless otherwise agreed in a separate written agreement signed by Buyer and Seller. Orders with indefinite delivery dates are accepted upon the understanding that Seller shall have the right to fill said order as and when products become available, subject to ability to manufacture and delivery terms and conditions. Orders shall be for the quantity requested, or the closest practical equivalent.

9. RETURN OF GOODS
Goods sold by Seller may be returned for credit if permission for such return is granted by Seller in accordance with its return policy.

10. NON-INTERFERENCE
Buyer agrees and understands that all formula and technical information relating to the goods and services are confidential and proprietary to Seller and that Buyer is purchasing the goods and services solely for use in Buyer’s manufacturing processes and not for analysis, reverse engineering, resale or other distribution to third parties. Buyer will not provide samples or extra goods and services to any third parties.

11. END USE
Determination of the suitability of goods described on the face hereof for the use contemplated by Buyer or Buyer’s customers or others arising out of the use or possession of the goods furnished hereunder. Buyer shall indemnify and hold harmless Seller, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, losses and damages (including injury or death), costs, fees, expenses and other liabilities, whether or not attributable to or arising out of Buyer’s use, storage and handling of the goods or property.

12. WARRANTY LIMITATIONS AND REMEDIES
ALL GOODS BEING SUPPLIED HEREUNDER ARE SOLD “AS IS.” Seller’s only warranty with respect to the goods supplied hereunder is set forth in the document and no additional or inconsistent terms and conditions, shall be effective unless otherwise specifically stated on the face hereof. Buyer acknowledges that the only warranty of Seller with respect to the goods is as set forth in the applicable laws and regulations relating to the goods, and any and all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, it being understood that all goods are being supplied to Buyer “AS IS.”

13. STATUTORY, EXCLUSIVE REMEDY AND SELLER’S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO A REFUND OF THE

14. RETURN OF GOODS
If any suit is instituted against Buyer for infringement of any patent alleging that the goods furnished hereunder or Seller’s method of manufacturing such goods infringe any such patent, Seller shall at its own expense defend and control such suit against such allegations only, and shall pay, in its discretion, any award of damages assessed against Buyer in such suit if and only if that the damages assessed in connection with such suit are assessed against Seller, and not Buyer, in which event Seller shall at Seller’s option, may be charged all collection fees. Any amount not paid when due will bear interest at a rate equal to the lesser of 2% per month or the rate then being charged for similar loans in the financial institutions. Unless otherwise stated on the face hereof, prices do not include any applicable national, federal, state or local taxes. Any tax or other charge now or hereafter levied on the production, sale, use or shipment of goods or services in any way, may result in Seller making price adjustments to the goods and/or services ordered. In connection therewith, Seller reserves the right to put the order on hold pending the resolution of any impact on price or cost of production, if any.

15. QUOTATIONS
If this document is provided by Seller to Buyer as a quotation, then, unless otherwise specified on the face hereof, the quotation is subject to change without notice in all respects, including prices, delivery dates, terms, quantities, and specifications.

16. CHOICE OF LAW: COMMENCEMENT OF ACTION: COSTS AND EXPENSES
This contract shall be governed and interpreted in accordance with the laws of the Republic of Singapore and, for the purpose of resolving any issue pertaining to conflict of laws, this contract shall be deemed to be fully and entirely executed in the State of Singapore. Any action in connection with or arising out of this contract involving any non-exclusive jurisdiction in the Republic of Singapore in any action or proceeding brought in any court therein arising from or relating to this contract shall be commenced within one (1) year after the cause of action has accrued. Buyer shall be obligated to Seller for all costs and expenses (including reasonable fees and expenses for collection agencies) incurred by Seller in collecting any amounts not timely paid by Buyer hereunder or in exercising any of its other rights hereunder.

17. ENTIRE AGREEMENT: WAVER
This writing constitutes the entire agreement between Buyer and Seller with respect to the sale of goods hereunder and all presentations and quotations by Seller hereunder cannot be modified except by a new written contract signed by both Seller and Buyer covering the sale of goods. Waiver of a party by any provision hereof in one instance shall not constitute a waiver as to any other party.

18. INDEMNITY
Buyer shall indemnify and hold harmless Seller, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, losses and damages (including injury or death), costs, fees, expenses and other liabilities, whether or not attributable to or arising out of Buyer’s use, storage and handling of the goods or property.

19. TERMINATION
Seller has the right to terminate any order and/or this Contract, in whole or in part, if the Buyer breaches or is in default of any of the terms, conditions or provisions of this Agreement, or if Buyer is unable to perform its obligations hereunder, or as a result of any personal injury (including death) and/or any property damage arising out of or connected with the utilizing, manufacturing processes and not for analysis, reverse engineering resale or other distribution to third parties. Buyer will not provide samples or extra goods and services to any third parties.

20. SEVERABILITY
Every term, condition or provision is severable from others. If a court or arbitrator of competent jurisdiction holds any term, condition or provision of this Agreement to be invalid, unenforceable or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.

21. THIRD PARTIES
A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap 50B) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

22. ASSIGNMENT
Buyer shall not, directly or indirectly, in whole or in part, assign or transfer this Contract (whether by operation of law, sale, merger, assignment, or otherwise) or any interest therein to any third party (whether by operation of law, sale, merger, assignment, or otherwise) or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any attempted assignment, transfer, or delegation without such prior written consent will be void and unenforceable. Without limiting the foregoing, this Contract will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

23. PERSONAL DATA
Buyer acknowledges and agrees, in relation to any information provided to Seller (which may include, but is not limited to, personal data (collectively “Data”), that Seller may collect, use and/or disclose such Data without further notice to Buyer and in accordance with all applicable laws and regulations relating to the Data, and any and all warranties, express or implied, including with all applicable laws and regulations relating to the use, storage and handling of the goods or property. Buyer shall indemnify Seller against any and all losses, damages, liabilities, claims, suits, costs and expenses (including reasonable legal and attorneys’ fees) incurred by Seller as a result of any personal injury (including death) and/or any property damage arising out of or connected with the utilization, handling, storing, processing, processing, further manufacturing or other use or resale of such goods or property, used alone or in connection with any other materials. Buyer shall comply with all applicable laws and regulations relating to the use, storage and handling of the goods or property.

24. FURTHER ASSURANCES
Buyer shall do all such acts and things and execute and sign all such documents and instruments as may be necessary, convenient, advisable or expedient to give effect to the terms of this Contract.

25. AMENDMENTS
Seller may in Seller’s sole discretion amend or revise any term or condition of this Contract at any time and for any purpose as Seller deems fit by giving Buyer written notice of such amendment or revision. Any such amendment or revision shall be binding on Buyer as from the date specified in such written notice.