

TERMS & CONDITIONS

1 TAX

The amounts due to Adventus Singapore Pte Ltd as described overleaf do not include the Government Goods & Services Tax nor any imposition, duty and levy which may be imposed from time to time by authorities in Singapore. The Customer shall pay all such taxes as invoiced and Payment term is net 30 days from the date of invoice in the case of outright purchase of the Order Item(s) by the Customer.

2 EXECUTED LEASE AGREEMENT

In the case of lease purchase of the Order Item(s) by Adventus Singapore Pte Ltd to the Customer, the Customer undertakes to return to Adventus Singapore Pte Ltd the duly executed lease agreement along with all relevant and necessary documents within seven (7) days after receipt of the lease agreement documentation from Adventus Singapore Pte Ltd. Failure to return the executed lease agreement within the stipulated time period shall be deemed a failure to procure lease financing for the Order Item(s) as per clause 6.2(ii) and Adventus Singapore Pte Ltd shall be entitled to all the remedies as stated therein.

3 DELIVERY

3.1 Adventus Singapore Pte Ltd will use its best endeavours to deliver the Order Item(s) to the Customer at its address overleaf (or at such other address if the Customer otherwise notifies Adventus Singapore Pte Ltd in writing with forty-eight (48) hours notice) on or before the delivery date.

3.2 The Customer agrees that Adventus Singapore Pte Ltd shall incur no liability for any delay in the delivery of the Order Item(s) and no such delay shall entitle the Customer to treat this Agreement as being repudiated by Adventus Singapore Pte Ltd. In no event will Adventus Singapore Pte Ltd be liable to the Customer or any other person for any damages or consequential loss arising out of any delay in delivery of the Order Item(s).

3.3 Receipt of the Order Item(s) by or on behalf of the Customer shall, as between Adventus Singapore Pte Ltd and the Customer, be deemed conclusive proof that the Order Item(s) had been examined and found to be complete, was accepted in good order, and according to specification and was in every way satisfactory to the Customer for the purposes of this Agreement.

4 TITLE

In the case of purchase of the Order Item(s) by the Customer, title to the Order Item(s) shall remain vested in Adventus Singapore Pte Ltd, notwithstanding that it has been delivered to the Customer, until such time that the Customer has paid Adventus Singapore Pte Ltd the purchase price of the Order Item(s) in full. In the case of lease of the Order Item(s) by Adventus Singapore Pte Ltd to the Customer, title to the Order Item(s) shall remain vested in Adventus Singapore Pte Ltd at all times and the Customer shall not have any interest in the Order Item(s) except as a bailee thereof.

5 TERMINATION

The Customer shall be deemed to have wrongfully repudiated this Agreement if the Customer defaults in payment of any sum payable hereunder or fails to observe or perform any of its obligations either under this Agreement or any undertaking or arrangement entered into with Adventus Singapore Pte Ltd in connection with this Agreement. In such event, Adventus Singapore Pte Ltd may, without prejudice to any of its rights and other remedies available in equity or at law, immediately terminate this Agreement by written notice to the Customer and shall further be entitled to:-

(i) forfeit any deposit paid by Customer for the Order Item(s);

(ii) re-take possession of the Order Item(s) and for such purpose, Adventus Singapore Pte Ltd' servants and agents may without previous notice enter upon any land or premises on or in which the Order Item(s) is/ are believed by Adventus Singapore Pte Ltd to be situated;

(iii) dispose of the Order Item(s) and the Customer shall indemnify Adventus Singapore Pte Ltd against any loss suffered or expenses incurred by it in re-taking possession and/or disposal of the Order Item(s) including, but not limited to, Adventus Singapore Pte Ltd' professional and legal expenses, labour and transport costs and storage charges. For the avoidance of doubt, Adventus Singapore Pte Ltd shall be entitled to retain any profit resulting from such disposal; and

(iv) where Adventus Singapore Pte Ltd does not re-take possession of the Order Item(s), the Customer shall pay to Adventus Singapore Pte Ltd the present value or fair market value of the Order Item(s) at the point in time as estimated by Adventus Singapore Pte Ltd.

(v) serve a written notice on the Customer requiring the Customer to make a payment equivalent to the higher of 10 monthly lease payments as set out overleaf or S\$5,000 within 30 days of such written notice.

6 OTHER PROVISIONS

6.1 Assignments

The Customer shall keep the Order Item(s) at all times under its care and control at the place where it is installed by Adventus Singapore Pte Ltd, and shall not assign or transfer or purport to assign or transfer its rights under this Agreement.

6.2 Binding Agreement

(i) Any deposit paid by Customer is not refundable. This Agreement shall be effective and binding on the parties hereto once it is duly signed by Adventus Singapore Pte Ltd and the Customer, whereupon the Customer shall be obliged to take delivery of the Order Item(s) and perform its obligations hereunder.

(ii) In the event that the Customer fails to (a) take delivery of the Order Item(s) and perform its obligations hereunder, including but not limited to paying the Purchase Price; or (b) procure lease financing for the Order Item(s), as the case may be, Adventus Singapore Pte Ltd shall be entitled to serve a written notice on the Customer requiring the Customer to purchase the Order Item(s) at the contracted Purchase Price. The Customer agrees with and undertakes to Adventus Singapore Pte Ltd that if such written notice is served on it, it will purchase the Order Item(s) and will promptly pay to Adventus Singapore Pte Ltd without demand the price therefore. The Customer hereby agrees that Adventus Singapore Pte Ltd shall be entitled to maintain an action against the Customer to recover the price for the Order Item(s) notwithstanding that property therein may not yet have passed to the Customer.

6.3 Governing Law; JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of Singapore. The Customer agrees irrevocably to submit to the non-exclusive jurisdiction of the Courts of Singapore and waive any immunity, defence or objection (including objection on the ground of inconvenient venue or forum or any similar grounds) from, against or to such jurisdiction which, but for this clause, the Customer might otherwise be entitled to claim.

6.4 Amendments

This printed standard Agreement contains the entire agreement between Adventus Singapore Pte Ltd and the Customer and may not be modified or amended unless such modification or amendment is approved in writing by the duly authorised representatives of the parties, provided that (i) in the case of the Customer, such approval to be accompanied by the company stamp; and (ii) in the case of Adventus Singapore Pte Ltd, such authorised representatives shall be a person holding the office of general manager or his superior.