

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 taxed as invoiced and within the payment term stated in the invoice(s).

2 DELIVERY

2.1 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. Delivery of Professional Service shall be governed by the terms and conditions stated in our Standard Terms and Conditions for Services (a copy of which is enclosed with the Schedules).

2.2 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).

2.3 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.

3 TITLE

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.

4 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's 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's 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.

5 OTHER PROVISIONS

5.1 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.

5.2 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 take delivery of the Order Item(s) and perform its obligations hereunder, including but not limited to paying the Purchase Price, 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.

5.3 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.

5.4 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.

5.5 Limitation of Liability

(i) Entire Liability

The following provisions set out Adventus Singapore Pte Ltd's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under or out of this Agreement; and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

(ii) Event of Default

Any act or omission on the part of Adventus Singapore Pte Ltd or its employees, agents or sub-contractors as defined in this Clause shall be known as an "Event of Default". If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.

(iii) No Special Damages

Notwithstanding any of the provisions in this Agreement, Adventus Singapore Pte Ltd shall not be liable to the Customer or any third party in respect of any Event of Default for loss of profits, goodwill or any type of special, exemplary, punitive, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Adventus Singapore Pte Ltd had been advised of the possibility of the Customer incurring such loss.

(iv) Notice Required

Adventus Singapore Pte Ltd shall have no liability to the Customer for any Event of Default unless the Customer gives Adventus Singapore Pte Ltd written notice within 30 days from the date it became, or reasonably ought to have become, aware of the circumstances giving rise to the Event of Default. The Customer must give Adventus Singapore Pte Ltd at least 30 days after such written notice in which to remedy any Event of Default.

(v) Third Parties

Adventus Singapore Pte Ltd shall have no liability whatsoever to third parties under any circumstances.

(vi) Limitation

Subject to the other limitations and qualifications contained in this Agreement, Adventus Singapore Pte Ltd's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to 50% of the Professional Service price paid by the Customer under this Agreement within a period of six (6) months prior to the occurrence of the Event of Default.

(vii) No Additional Remedy

Nothing in this Clause shall confer any right or remedy upon the Customer or any third party to which it would not otherwise be legally entitled.

(viii) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER ADVENTUS SINGAPORE PTE LTD, ITS SUPPLIERS OR RESELLERS SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO ADVENTUS SINGAPORE PTE LTD BY THE CUSTOMER DURING THE TWELVE MONTH PERIOD PRIOR TO THE CAUSE OF ACTION ARISING, (II) FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.