

TERMS AND CONDITIONS OF PURCHASE

1. The Company will accept no liability for goods delivered which are not covered by an official purchase order.
2. We reserve the right to reject any product found to be defective or inferior in quality, either on receipt or during process in our works. The Supplier will be charged for the cost of the carriage involved in the return of such products.
3. Delivery of goods shall be made on the date stated, otherwise we reserve the right to cancel all or any part of the order without liability to ourselves.
4. An Advice Note bearing our Order Number is to be sent with all goods and a duplicate thereof must be posted on the day the goods are dispatched to the address from which the order was issued.
5. Invoices bearing our Order Number must be sent immediately after dispatch of the goods to our Accounts Department.
6. One statement of account covering transactions with all works must be rendered monthly to our Accounts Department.
7. Unless specifically agreed in accordance with the accepted practice of any trade, special dies, tools or patterns used in the manufacture of the articles for herein shall be the property of the Buyer. In either case they shall be kept in good condition, and from time to time replaced by the Seller without expense to the Buyer, except that changes due to the Buyer's change of design or specification shall be paid for by the Buyer. No special dies, tools or patterns for which the Buyer has paid full or part cost shall be used for the manufacture of other articles, or to the order of any third party except with the express consent of the Buyer in writing, and at the exhaustion of their useful life shall be disposed of as the Buyer shall direct.
8. It is a condition of this order that while tools, equipment or materials being the property of the Buyer and loaned to you in connection with this order are in your care and custody of control, and you will insure them and keep them insured against fire, burglary and all other insurable risks as necessary. All monies, receivable under the insurance shall be passed to us, you making good any deficiency. In the event of failure to do so it shall be in order for us to deduct the amount from any sum which may be, or may become payable to you under this, or any other contract.
9. The Supplier must provide facilities and carry out such inspections as are necessary to ensure that materials conform to specification.
10. A representative of Kolling Engineering Sdn Bhd (or a representative or agent of a client of Archer (S) Pte Ltd) shall on request, be allowed access and accommodation to verify inspection records or to perform or witness inspection or tests on materials ordered.
11. The Sellers of the proprietary articles indemnify Kolling Engineering Sdn Bhd and their customers against any claim which may be made by patentees or owners of monopoly rights. The design of the proprietary item is not to be changed or altered in any way without the express written approval of Kolling Engineering Sdn Bhd.
12. In the case of orders placed by the Company in which any materials are supplied by, or on behalf of the Buyer in aid of the contract, whether free issue or not, it is the responsibility of the firm executing the order to satisfy themselves by the accepted tests that the material is not defective in

the first instance. The Buyer must be notified within the time limit of trade conditions applicable, of any such defects.

13. Unless otherwise agreed title and risk in the goods shall only pass to Kolling Engineering Sdn Bhd on completion of delivery and acceptance.

14. "The Seller shall comply in respect of the goods with the duties laid down in Section 6 of the Health and Occupational Safety and Health Act 1974 and shall indemnify us against all damage costs, losses, charges, expenses or liabilities; whatsoever caused by or arising out of any breach of those duties."

15. These conditions are in addition to the Company's rights under any guarantee or warranty given by the Supplier and rights under the Sale of Goods Act 1957 (and any modification or re-enactment thereof).

16. Acceptance of this Order implies full endorsement of the terms and conditions stated above, and over-rules any differing conditions which may appear on the Suppliers' Acknowledgment Form or similar documents unless by written agreement of the Buyer.

17. Our payment terms are 60 days from month end during receipt of goods or completion of the services supplied unless otherwise agreed in writing.