



GENERAL TERMS AND CONDITIONS

1. Applicability

1. These general conditions shall apply to all tenders and quotations originating from, agreements made with and orders placed with HATENBOER-WATER ASIA PTE LTD and here after referred to as HWA.
2. In these conditions, the term 'purchaser' shall refer to each and any legal entity or person who has entered into or who may wish to enter into an agreement with HWA.
3. Any chance and / or modification to these conditions shall apply only where these are expressly agreed to in writing by HWA.
4. Any reference by HWA to his own conditions of purchase or any other conditions, whosoever these are to be found, shall not be considered to be acceptable except where these are expressly agreed to in writing by HWA.
5. Once the purchaser has been advised by HWA of these general conditions, any subsequent agreements entered into by HWA and the purchaser shall be considered to be subject to these conditions.

2. Tenders, quotations and agreements

1. All tenders and quotations made by HWA, either in the form of price lists, printed material, brochures or by other means, including tenders and/ or quotations or statements made verbally by representatives or employees of HWA shall always be without engagement.
2. An agreement between HWA and purchaser can be considered to have been entered into only after it has been confirmed in writing by HWA of persons having authority to do so on their behalf.
3. In entering into such an agreement, HWA is authorized to require that the purchaser furnish material security for any amount for which the purchaser is or may be indebted to HWA. Any refusal to furnish such security shall entitle HWA to refuse an order.
4. In supplying goods, services or installations, HWA retains the right to assign the work to a third party and charge purchaser with any costs thereof.

3. Prices

1. Unless otherwise stated, all prices and tariffs are quoted in Singapore Dollars (SGD) and do not include value added tax or other taxes or charges levied by governmental authorities at the time of acceptance of the order.
2. Unless expressly agreed in written confirmation of an order, the following costs are not included in the quoted prices:
 - a. any exceptional costs for customs clearing and / or duties;
 - b. any assembly and / or installation costs;
 - c. any traveling and accommodation costs incurred by personnel of HWA in the execution of the order;
 - d. any freight costs and freight insurance costs other than those agreed to for the return of goods or materials;
 - e. packaging and handling charges.
3. In the case of orders of a value lower than SGD 1,000.00 (excluding GST), freight costs plus an administrative charge of SGD 20.00 may be charged.
4. Prices are quoted on the basis of the costs applicable at the time of quotation. In the event of cost increases caused by increases in the cost of raw materials or other materials, parts, transport, wages, insurance premiums, taxes and customs duties, or increases in cost caused by currency fluctuations etc. after the date of the quotation, HWA retains the right to increase prices accordingly.
5. That which has been determined in the previous paragraph is also applicable in the event that the factors resulting in an increase in costs could have been predicted at the time of the agreement being made.
6. In the event that a cost increase in accordance with paragraph 4 should be greater than 10% the purchaser retains the right to cancel the order by written notice to be received by HWA within 5 business days of the relevant increase. In the event such written notice of cancellation is not received by HWA within 5 days of the said increase, purchaser is deemed to have accepted the price increase.

4. Delivery, delivery period and execution of works

1. Quoted delivery periods are merely indicative and are based on average planning unless otherwise expressly agreed in writing. Possible delays give the purchaser no right to cancel the order, to refuse the goods or the payment, or demand any compensation or damages unless otherwise expressly agreed in writing.
2. The execution of works or deliveries shall be deemed to have been fulfilled when this has been carried out on one occasion by HWA. The receipt for the goods or services signed by the purchaser or his representative shall serve as a full and complete acknowledgement of receipt of this goods or services. In the event of non-acceptance, any traveling costs, storage and any other costs shall be at the expense of the purchaser.
3. In the event that information is required in order to carry out any testing or examination works described in the order, the non-availability, late or incomplete supply to HWA of information as defined in the agreement shall cause the works to be deemed accepted by the purchaser.
4. In the event that it has been agreed that an order be supplied or works executed in phases, HWA reserves the right to postpone completion of the following phase until the preceding phase has been approved in writing by the purchaser and the purchaser has fulfilled all his financial obligations in respect of that phase.
5. In the event of deliveries in phases, HWA shall always retain the right to require that the purchaser furnishes sufficient security prior to further dispatches being made. Any refusal to comply with the request to furnish security, entitles HWA to deem the agreement as being cancelled by purchaser, without prejudice to HWA's rights to the reimbursement of costs, damages, losses or repayment for consequential loss of profits.

5. Transfer of title and risk

1. The title to any works carried out or any goods delivered remains with HWA until the purchaser has fulfilled any and all of his financial and other obligations. The risk of any works carried out or any goods delivered shall pass from HWA to purchaser from the moment of fulfillment of the works respectively delivery of the goods (as the case may be). In the event that the purchaser neglects to carry out any action that may be required of him in the delivery of goods for an order, any goods that are ready for dispatch are entirely at the purchaser's risk from the moment that they are ready for dispatch.
2. The purchaser does not have the right to transfer to third parties either as collateral or as the ownership of or title to any works carried out or goods delivered, or permit the use of these by third parties until the purchaser has fulfilled any and all of his financial and other obligations to HWA unless otherwise expressly agreed in writing.
3. In the event that the purchaser does not fulfill his obligations under the agreement, or fulfills them late or unsatisfactorily or in the event of circumstances referred to in article 6.1, HWA shall retain the right, without judicial intervention, to render unserviceable any works carried out and/or take back goods delivered. To this end, the purchaser irrevocably authorizes HWA to obtain access to the location (s) in which the works carried out or goods delivered are situated. In the event such access is not granted to HWA for whatever reason, purchaser recognizes and acknowledges that HWA shall suffer financial damages as a consequence thereof although the exact amount of such damages or losses cannot be predetermined so that the following liquidated damages represent a fair, reasonable and appropriate estimate thereof. Parties agree that purchaser shall be liable to liquidated damages of SGD 750.00 per day for every day the aforementioned access is not granted to HWA. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and purchaser shall pay them to HWA without limiting HWA's right to terminate/cancel this

agreement for default as provided elsewhere herein.

4. The purchaser is obliged to notify HWA in writing immediately in the event of third parties claiming rights on works carried out or goods delivered by HWA, which have not (yet) become the ownership of the purchaser, or in the event of any circumstance as referred to in article 6.1. In the event purchaser has not fulfilled this obligation for whatever reason, purchaser recognizes and acknowledges that HWA shall suffer financial damages as a consequence thereof although the exact amount of such damages or losses cannot be predetermined so that the following liquidated damages represent a fair, reasonable and appropriate estimate thereof. Parties agree that purchaser shall be liable to liquidated damages of 15% of the amount owed to HWA, exclusive of GST, with a minimum of SGD 350.00. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and purchaser shall pay them to HWA without limiting HWA's right to terminate/cancel this agreement for default as provided elsewhere herein.

6. Cancellation and termination of agreement

1. HWA shall retain the right to cancel immediately agreement(s) with the purchaser without judicial intervention, in the event that the purchaser:
 - a. is declared bankrupt, files for bankruptcy or receivership, or is placed under administration;
 - b. does not fulfill an obligation (to pay) under the agreement, or fulfills it late or not completely;
 - c. determines to liquidate and/or close down his business;
 - d. loses the full management over his property, or if the purchaser is a natural person, is placed under legal restraint, or in the event of his death.
2. In the event of cancellation of agreements as referred to above, all claims of the purchaser shall be payable on demand; furthermore, HWA shall be entitled to claim full compensation for damages, loss of profits and/or interest.
3. The 'loss of profits' referred to above shall consist of at least 15% of the agreed price, with a minimum of SGD 350.00 (exclusive GST) except where evidence to the contrary is available; the 'loss of interest' referred to above shall be in accordance with current legal commercial interest rates.

7. Transfer of risk

1. All risks of the transport of goods delivered or to be delivered shall rest with the purchaser, with regard to direct and/or indirect damages.
2. Without prejudice to that which has been determined in the previous paragraph, the works executed and/or goods delivered by HWA shall be at the risk of the purchaser from the time of execution and/or delivery.

8. Guarantee

1. HWA shall comply with all agreements to the best of its knowledge and abilities.
2. HWA shall provide a one year guarantee on all goods produced by HWA. For those goods/materials not produced by HWA, HWA shall provide a guarantee for defects in manufacturing and materials in accordance with the terms stated by the manufacturer, for a period to be determined later and which shall commence at the time of delivery and/or installation.
3. Claims may only be made under the guarantee as referred to in paragraph 2 providing that the goods delivered by HWA are used and operated according to the instructions and technical specifications as supplied to the purchaser by HWA (or the manufacturer).
4. In the event of repairs and deliveries resulting from defects in manufacturing and/or materials, no charge shall be made if these take place at locations within the Netherlands.
5. Any obligations under the terms of a guarantee shall no longer be valid in the event the works and/or deliveries:
 - a. are installed by the purchaser or by third parties;
 - b. are modified and/or repaired by the purchaser or by third parties;
 - c. are used for purposes other than those for which they are intended;
 - d. are treated or maintained by the purchaser in a way which, in the judgment of HWA is unsuitable, this also to include noncompliance with the conditions referred to in article 15 paragraph 2;
6. without explicit prior notice to HWA are connected by the purchaser to equipment or parts supplied by third parties. Furthermore, in the event that a defect is the result of the failure of the electricity supply, and/or equipment which has been connected to the goods delivered and which has not been built in accordance with the manufacturer's specifications, or is the result of being struck by lightning, or other external cause.
7. The period of guarantee on repairs carries out by HWA, or third parties nominated by HWA, shall be one month, commencing on the day following the date on which the repairs have been carried out.
8. In the event of defects being found in repairs that have been carried out, the purchaser shall be entitled to have these rectified free of charge, provided he notifies HWA within the guarantee period. The guarantee on repairs shall not include parts.

9. Liability

1. HWA shall only accept liability for damage suffered as a result of demonstrable defects in services or goods delivered insofar as such a liability is covered by their insurance, up to the maximum amount paid by the insurer. The purchaser is entitled to review HWA's insurance policy upon a written request thereto.
2. In any event that the insurer decides that no payment should be made, the liability shall be limited to the value of the invoice, excluding GST.
3. In the event that the purchaser does not render the cooperation to HWA as referred to in article 15, under no circumstances can the purchaser claim damages or derive any other rights in the case of HWA's non-compliance with the agreement.
4. HWA shall not be liable for the purchaser's choice of deliveries and materials and shall not guarantee that the delivered goods and materials are suitable for the purpose intended by the purchaser.
5. The limitations to liability included in this article are not applicable insofar as the damage is the result of a deliberate act or of gross negligence by HWA or if any statute or mandatory law prohibits such limitation of liability.
6. HWA is not liable for any kind of damage if one or more of the circumstances occur as described in article 8, paragraph 5.
7. Any liability for consequential losses, other indirect losses and losses resulting from liability in respect of third parties is excluded.
8. HWA is accordingly excluded from liability for:
 - a. infringement of the patents, licenses or other rights of third parties arising from or the use of information provided by the client;
 - b. damage or losses caused in any way to basic materials, semi-finished products, models, tools and other articles or materials provided by the client, with the exception of extreme negligence.

10. Payment

1. Unless agreed otherwise in writing, all payments shall be made within 30 days of the date of the invoice, either in cash or by transfer to a bank or giro account to be designated by HWA.
2. All payments shall be made without any set off or reference to debits and credits. The purchaser shall not defer payment for any reason.
3. In the event that HWA does not receive payment of the invoice from the purchaser within the period referred to in the paragraph 1, the purchaser shall be obliged to pay interest of 5.33% (equal to the court mandated interest rate in Singapore) over the outstanding amount for the period that the purchaser is in default, whereby the period of indebtedness shall be calculated in full months.
4. In the event that payment of an invoice is not received within the

period referred to in paragraph 1 and HWA undertakes legal action with the objective of obtaining payment from the purchaser, the purchase shall be obliged to pay costs, damages, expenses directly or indirectly incurred in recovering the monies due and payable on an indemnity basis.

5. All payments by or on behalf of the purchaser shall first be deducted from costs to be paid and then from the sum total.
6. In the event that the purchaser fails to pay for any part deliveries or for a phased delivery, HWA shall be entitled to defer other orders or phases to be carried out for the period during which the purchaser remains in default, without prejudice to HWA's right to definitively cancel order (s) and to demand payment of all outstanding invoices. In this case HWA shall also be entitled to compensation as referred to in article 6.

11. Force Majeur

1. Any situations in which HWA is unable to carry out the order according to the agreement, due to exceptional circumstances such as abnormally high absentee rate, strikes, work-ins, lockouts, fire, technical breakdowns, traffic obstructions or transport problems, lack of raw materials or other materials, failure to deliver by suppliers, for whatever cause, mobilization, martial law, riots or revolts, import or export restrictions and other governmental measures or regulations and further all circumstances which HWA could not reasonably influence, shall be regarded as force major.
2. In the event of force major, HWA shall be entitled to either suspend fulfillment of the obligations without judicial intervention for the total duration of the period in which the force major is in effect, or to cancel the agreements without being liable to pay any sort of compensation or penalty to the purchaser. HWA shall be entitled to invoice the purchaser pro rata for any work executed or goods delivered.
3. In the event of deferment of more than 60 business days in the execution of an order, both HWA and the purchaser shall be entitled to cancel the agreement, unless the specific circumstances of a case justify a shorter period. In such an event, HWA or the purchaser, as the case may be, shall provide evidence of these circumstances.
4. In the event of cancellation of an agreement as referred to above, HWA shall be entitled to demand payment of all work carried out/goods delivered and shall not be liable to payment of any form of compensation or penalty to the purchaser.

12. Claims

1. Complaints concerning visible defects in goods delivered or works carried out should be reported to HWA within 24 hours of detection, and no later than 5 business days after delivery. The complaint shall be confirmed in writing or e-mail by the purchaser within 5 business days of receipt of the goods or execution of the works.
2. Complaints concerning malfunctioning of goods delivered or works carried out shall be reported to HWA immediately upon detection and no later than 14 business days after delivery and in any case shall be reported promptly and writing, so that HWA is in a position to verify on site, or have verified the grounds of the complaint.
3. Claims referring to invoices shall be reported to HWA by writing or e-mail within a maximum of five business days of the date of invoice.
4. After expiry of the period referred to above, the purchaser shall be deemed to have approved the deliveries/works executed and the invoices. No complaints-/claims will be considered after this period.

13. Cancellation

1. In the event of cancellation of a part of or a complete order by the purchaser a minimum cancellation fee of SGD 350.00 will be charged, which shall be calculated according to the following time schedule, and shall be based on the net purchase price:
 - a. 20% Up to 30 days before the agreed delivery date;
 - b. 40% 29 days up to 20 days before the agreed delivery date;
 - c. 70% 19 days up to 10 days before the agreed delivery date;
 - d. 100% 10 days or less before the agreed delivery date;
2. No consideration shall be given to requests for cancellation of a part or a complete order after (partial) delivery, or of goods produced especially for the purchaser.
3. Cancellations shall be in writing or by e-mail. The date of receipt of the letter shall be the date of cancellation.

14. Copyrights, privacy and transfer.

1. HWA shall reserve all rights to industrial and intellectual property as regards the goods supplied by HWA and the inventions, drawings, models and copyright contained therein.
2. The purchaser is not permitted to rent, loan, copy, change or reproduce software/materials delivered by HWA, without the express permission of HWA. In case of a breach of the above for whatever reason, purchaser recognizes and acknowledges that HWA shall suffer financial damages as a consequence thereof although the exact amount of such damages or losses cannot be predetermined so that the following liquidated damages represent a fair, reasonable and appropriate estimate thereof. Parties agree that purchaser shall be liable to liquidated damages of SGD 17,000 per breach. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and purchaser shall pay them to HWA without limiting HWA's right to terminate/cancel this agreement for default as provided elsewhere herein.
3. HWA shall take all reasonable measures to ensure that all data provided to HWA by the purchaser are used exclusively for the execution of an order. HWA shall not communicate data to third parties without the written permission of the purchaser.
4. HWA shall comply with reasonable instructions from the purchaser in guaranteeing the confidentiality of information.
5. The purchaser shall not be allowed to transfer his rights and/or obligations resulting from the agreement entered into with HWA.
6. The transfer of rights and/or obligations shall only be possible after the purchaser has notified HWA and has obtained explicit written permission from HWA.

15. Cooperation of purchaser

1. The purchaser shall render promptly all co-operation, data and information which HWA regards as necessary or useful for the execution of works commissioned or deliveries.
2. The purchaser shall ensure that the environment in which HWA carries out its activities, or the place (s) where goods delivered are installed, comply with the safety requirements determined by HWA, including accessibility, adequate electricity supply etc., and that these requirements are maintained throughout the duration of the installation/assembly.

16. Disputes

1. These general terms and conditions and all agreements between HWA and purchaser shall be governed and interpreted solely and exclusively by the laws of Singapore. Parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods.
2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.