

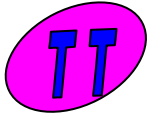
# Taro Technology Pte Ltd

No.3 Shenton Way, #22-09A, Shenton House, Singapore 068805. Tel: +65 6492-2214 Fax: +65 6492-1090  
Email: [sales@tarotechnology.com](mailto:sales@tarotechnology.com) Reg. No: 201003250E Web : [www.Tarotechnology.Com](http://www.Tarotechnology.Com)

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## **TERMS AND CONDITIONS OF SALE**

- 1. Acceptance** — ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON TARO TECHNOLOGY UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF TARO TECHNOLOGY.
- 2. Changes** — Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Taro, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Taro. In such event, Taro will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Taro by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Taro. Certification of such costs by Taro's independent public accountants shall be conclusive on the parties hereto.
- 3. Delivery, claims, delays** — All sales are from Singapore unless otherwise noted in the offer it may from the production point from any where in the world. If Shipping and Handling Charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of the goods to the carrier at Taro's shipping point shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. The general method of shipment for each item will be informed in the offer Taro's offer or quotation or tender. However, Taro reserves the right, in its discretion, to determine the exact method of shipment. Taro reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to



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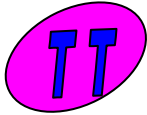
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subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Buyer any time during the production of goods can visit the factory with Taro's representative to know more about the on going production and in the finishing buyer may also opt for Factory Acceptance Test.

Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Taro in writing of any claims for shortages, defects or damages and shall hold the goods for Taro's written instructions concerning disposition. If Buyer shall fail to so notify Taro within **Five days** after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

Taro shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Taro's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Taro's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labour difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labour, fuel, materials, supplies or power at current prices.

4. **Allocation of goods** — If Taro is unable for any reason to supply the total demands for goods specified in Buyer's order, Taro may allocate its viable supply among any or all Buyers on such basis as Taro may deem fair and practical, without liability for any failure of performance which may result there from.
  
5. **Payment** — Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of Taro, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Taro may, without notice to Buyer, delay or postpone the delivery of the products; and Taro, at its option, is authorized to change the terms of payment



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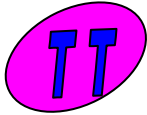
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to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Taro, at its option, without prejudice to any other of Taro's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Taro on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

6. **Taxes and other charges** — Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Taro and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Taro is required to pay any such tax, fee or charge, Buyer shall reimburse Taro therefore; or, in lieu of such payment, Buyer shall provide Taro at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
  
7. **Warranties** — Taro warrants that its products shall conform to the description of such products as provided to Buyer by Taro through Taro's catalogue, analytical data or other literature. **THIS WARRANTY IS EXCLUSIVE AND TARO MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Taro's warranties made in connection with this sale shall not be effective if Taro has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Taro.

Taro's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Taro's satisfaction to be defective or nonconforming shall be



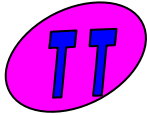
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repaired of such products without charge or refund of the purchase price, in Taro's sole discretion, upon the return of such products in accordance with Taro's instructions. TARO SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF TARO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY TARO'S GROSS NEGLIGENCE. All claims must be brought within one (1) year of shipment, regardless of their nature.

8. **Compliance with laws, regulations** — Taro certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the Singapore Law and regulations, rules and orders issued pursuant thereto.
  
9. **Buyer's use of products** — Taro's products are intended primarily for productivity, Construction, transport in all Means Sea, air & land and any service oriented purpose only. Buyer further warrants to Taro that any material produced with products from Taro shall not be used to produce any weapons or defence related missiles etc.,
  
10. **Returns** — Goods may not be returned for credit except with Taro's permission, and then only in strict compliance with Taro's return shipment instructions.

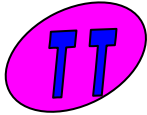


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11. **Technical Assistance** — At Buyer's request, Taro may, at Taro's discretion, furnish technical assistance and information with respect to Taro's products. TARO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY TARO OR TARO'S PERSONNEL. ANY SUGGESTIONS BY TARO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF TARO.
  
12. **Miscellaneous** — Taro's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Taro's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Taro may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.
  
13. **Governing Law** — All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the Singapore. Each party to this order agrees that any dispute arising between them which results in either party instituting court proceedings shall be litigated in the City of Singapore.



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14. **Export Compliance** — Taro Technology's sales and services are subject to Singapore export laws, rules, treaties, regulations, and international agreements. All individuals who access Taro Technology's website assume the responsibility of abiding by the Singapore export laws, rules, treaties, regulations, and international agreements along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of such products, programs, and services. By reviewing Taro Technology's terms and conditions, you represent you are not in a sanctioned country nor are you an individual or an entity whose access to this website is restricted by Singapore export laws, rules, treaties, regulations, and international agreements.