

Infastech  
Terms and Conditions of Sale

1. **APPLICABLE TERMS.** These Terms and Conditions and all terms and conditions in any prior documentation of Infastech Limited and its affiliates, associate companies and subsidiaries (collectively "Infastech") not inconsistent with these Terms and Conditions, shall form the sole and exclusive basis of the contract of sale between the parties. In the event that any purchase order, acknowledgment or other document delivered by the Buyer, either prior to or subsequent to the date the delivery of these Terms and Conditions, contains terms and conditions that are in addition to, or different from those set forth herein, these Terms and Conditions shall be deemed a notice of objection to and a rejection of such additional or different terms and conditions. Such additional or different terms and conditions provided by the Buyer shall not operate as a rejection of these Terms and Conditions and these Terms and Conditions shall be binding upon the parties. The Buyer accepts the terms and conditions contained herein for the purpose of any Order.
2. **QUOTATIONS.** If these Terms and Conditions are provided with, or referenced in, a quotation for business ("Quote"), the Quote constitutes an offer to sell according to these Terms and Conditions only. The offer shall remain outstanding until the earlier of 30 days from the date of issuance of the Quote, unless otherwise extended in writing by Infastech, or Infastech gives Buyer notice that the offer is terminated. Buyer shall be deemed to accept Infastech's offer upon the earlier of (i) delivery of a written acknowledgment accepting the Quote, (ii) delivery of instructions to commence the work covered by the Quote, (iii) delivery of a purchase order relating to the Goods covered by the Quote or (iv) acceptance of the Goods described herein ("Goods").
3. **PRIOR SALES.** Sale of the Goods to Buyer is subject to any prior sales which may have depleted Infastech's stock of Goods or raw material on hand and Infastech shall have no obligation to Buyer in such event. Prompt notice will be given to Buyer if any such prior sales prevent performance by Infastech.
4. **PRICES AND PAYMENTS.** Prices shown are current prices and Infastech reserves the right to adjust the invoice price for any item to correspond to prices prevailing at time of shipment. Notwithstanding the foregoing, Infastech may alter prices at any time, upon written notice to Buyer, due to variations in the cost of raw materials used to manufacture the Goods purchased by the Buyer. Any taxes or charges imposed by any present or future law in connection with this sale shall be added to the amount to be paid by Buyer. Unless otherwise specified, the prices quoted are based on Goods being produced in one production run and being shipped over a period of 90 days from Buyer's acceptance of a Quote. Infastech shall invoice the Buyer upon delivery of Goods. Payment terms are net cash within thirty (30) days from date of invoice ("Due Date") and pro rata payments shall become due as partial shipments are made. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to Infastech, Infastech may, at its option, and without affecting any other lawful remedy, change the terms of payment, or suspend work or further delivery, or both, until Buyer pays all invoices current, provides security or other assurances of performance as required by Infastech within 5 days of Infastech's request. Buyer shall not offset or reduce any payment to Infastech by any damages or expenses of Buyer (whether or not caused by the acts or omissions of Infastech or Infastech's agents), by any disputed amounts or payments, or by any claims or charges against Infastech. Notwithstanding that the Buyer has possession of the Goods, property in the Goods does not pass from Infastech to the Buyer until all sums due or owing to Infastech by the Buyer on any account have been paid in full. Until payment of all monies owed by the Buyer to Infastech on any account, the Buyer holds the Goods as fiduciary bailee and agent for Infastech. Infastech may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Buyer without being liable to the Buyer or any third party. Credit limits may be imposed by Infastech in its absolute discretion.
5. **FREIGHT, DELIVERY AND PERFORMANCE.** Unless quoted differently, all shipments will be collect, F.O.B Infastech's plant. All risk of loss to Goods shall pass to Buyer upon Infastech's delivery to carrier. Goods will be bulk packed and delivery may be in single or several lots, at Infastech's option. Any delivery dates shown are estimates only and not a guarantee of a particular date of delivery, and are based on the prompt receipt of all necessary information and product specifications from the Buyer on the date of acceptance of a Quote. Infastech is not liable for any claim, loss or damage sustained or incurred by the Buyer or any other party as a result of the unavailability of the Goods or any delay in delivery of the Goods or any part thereof or any failure to deliver the Goods or part thereof. In no event shall Infastech be liable to Buyer for failure to perform or deliver, or a delay in delivery due to strikes, labor disturbances, raw material shortages or allocations, refusal of a supplier to provide raw materials or services if Infastech refuses to agree to price increase, plant calamities or disasters, acts of God, government actions, civil disturbances, acts of terrorism, an increase in the prices for raw materials or other goods or materials used in the manufacturing or fabrication process or incorporated into the Goods covered by this quoted, the failure of a presupposed condition of the contract or other interferences beyond Infastech's control.
6. **DIMENSIONS AND TOLERANCES.** When tolerances are not specified by Buyer, it is understood that the following tolerances apply; plus or minus .005" on three place decimals, plus or minus .010" on two place decimals and plus or minus .015" on fractions. Due to normal manufacturing variations, Infastech does not guarantee more than 99.994% of the parts to be within tolerance on any specific dimension.
7. **INSPECTION.** Buyer shall inspect all Goods upon receipt and prior to installation or use in further manufacture, and Buyer shall give prompt notice of any claimed defect or deficiency to Infastech. Any defects or deficiencies not reported to Infastech within 30 days after Buyer's receipt for the Goods shall be waived. Errors and/or shortages must be similarly notified by the Buyer to Infastech within 30 days of receipt by the Buyer, failing which, Infastech is under no

liability whatsoever for any such Goods. Non deliveries must be notified by the Buyer to Infastech within 30 days after the date of invoice, failing which, Infastech is under no liability whatsoever for any such Goods. Prices do not include 100% inspection unless otherwise agreed to and accepted by Infastech in writing.

8. LIMITED WARRANTIES AND REMEDIES. Infastech makes the limited warranty that the Goods will conform to written specifications accepted by Infastech and will be free of defects in workmanship and materials in accordance with the lesser of such tolerances described herein and as otherwise may be customary in the industry. Infastech makes the foregoing limited warranty for a period of six months following deliver of Goods to the Buyer. In the event of any breach of the foregoing warranty, Buyer's sole remedy shall be to return the defective Goods for replacement or refund for the purchase price at Infastech's option. THE FOREGOING EXPRESS LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES; ANY IMPLIED WARRANTY AS TO QUALITY, FITNESS FOR PURPOSE, OR MERCHANTABILITY ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED BY Infastech.

8.1 To the extent permitted by law all statutory and other implied conditions and warranties relating to the supply of the Goods by Infastech are excluded, and the liability of Infastech pursuant to any provision of legislation of the Commonwealth or any State or Territory or pursuant to any other potential liability whether arising from negligence or not, including consequential loss is limited to, at the option of Infastech, the replacement of the Goods or supply of equivalent goods, the repair of the Goods, the payment of the cost of replacing the Goods or acquiring equivalent goods or the payment of the cost of having the Goods repaired.

8.2 Except as expressly provided in these Terms, Infastech is not liable to the Buyer, its servants agents or contractors for any loss, damage, injury to property or persons (including but not limited to loss of profits or business or other direct, indirect, special, consequential or incidental damages) resulting from, arising out of, or in connection with the acquisition, delivery, re-supply, retaking of possession, installation or use of the Goods or any other claim whatsoever arising directly or indirectly out of or not in any way attributed to the performance or non-performance of an Order.

8.3 The Buyer agrees to use all Goods in accordance with all applicable standards. The Buyer indemnifies and keeps Infastech, its employees and agents indemnified against all actions proceedings and claims (including consequential loss and loss of profits) whatsoever brought against Infastech, its servants agents or contractors in relation to any injury loss of life or damage to any property or financial or other consequential loss for and in respect of any loss injury expense or damage howsoever caused whether by the negligence of Infastech or not arising directly or indirectly out of or in any way attributable to the non-performance of an Order. This indemnity does not derogate in any way from any other indemnity provided under an Order.

9. DAMAGES. Buyer's sole and exclusive remedy, whether based on contract, tort (including, but not limited to, negligence and strict liability) or otherwise, will be limited to the warranties and remedies set forth above. Infastech SHALL NOT BE LIABLE , UNDER ANY CIRCUMSTANCES, FOR INDIRECT, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT OR BUSINESS OPPORTUNITY, ARISING IN WHOLE OR IN PART FROM ANY BREACH BY Infastech, EVEN Infastech IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH INDIRECT, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.

10. RETURNS OR CANCELLATION. Buyer shall have no right to return Goods for credit, cancel existing orders, or delay acceptance of delivery except with Infastech's prior written consent and upon such terms as may indemnify Infastech against all loss and expense.

11. DEFAULT AND TERMINATION Without prejudice to any of its rights powers or remedies, Infastech may terminate an Order immediately, or cease or suspend supply of Goods to the Buyer, without any liability to the Buyer if:  
(i) any monies payable by the Buyer to Infastech is not paid by the Due Date or within the time or times specified in the Order;  
(ii) the Buyer is in breach of the terms and conditions provided herein; or  
(iii) the Buyer becomes insolvent.

11.1 Upon termination of an Order, Infastech is released from all liability under the Order and all Goods in Infastech's possession relating to the Order whether paid for by the Buyer or not are forfeited to Infastech.

12. SPECIALLY MANUFACTURED GOODS. Buyer shall hold harmless and defend Infastech against all loss, damages, or expenses arising from any actual or alleged infringement of a patent or other proprietary rights on Goods manufactured in accordance with Buyer's specifications, designs or instructions. Buyer assumes all risk and liability for loss, damage or injury for any product liability claims or any other claims arising out of the use of possession of the Goods sold to Buyer hereunder and Buyer agrees to hold harmless, indemnify and defend Infastech from any and all such claims. Buyer agrees to accept overruns or underruns on specified quantity in an amount not to exceed 10%.

13. TOOLING. All tooling and/or gauges as specified on an original Quote are Buyer owned and will be maintained by Infastech for the production life of the part, exclusive of tooling/gauging revisions required by Buyer's part print changes. Infastech retains all rights to the design of the tooling.

14. SAMPLES. Preproduction samples will be furnished from production tooling. Samples will be submitted to Buyer for approval prior to Infastech's proceeding with first production.

15. SECURITY INTEREST. Infastech retains a purchase money security interest in all Goods delivered as security for the payment of the purchase price. All deliveries shall be subject to credit approval of Buyer from time to time.

16. GOVERNING LAW. This agreement and transactions made pursuant to this agreement shall be exclusively governed by and construed in accordance with the laws of Singapore, without giving effect to and without regard to the conflict of laws and rules of any jurisdiction. The parties each submit in any lawsuit involving this agreement to the sole and exclusive jurisdiction of the courts of general jurisdiction of Singapore.

17. IMPORT/EXPORT COMPLIANCE. This agreement may involve information, documents, or products, which are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and which may not be released to "Foreign Persons" inside or outside the United States in performance of this agreement. Upon request of Infastech, Buyer shall, promptly and without additional cost, furnish Infastech with any documentation, including import certificates or end-user statements from Buyer or Buyer's government to support Infastech's application for U.S. import or export authorizations. If the government of either party denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this agreement, that party shall immediately notify the other party, and neither party shall be responsible for performance or payment under this agreement for directly affected activities.

18. NON-ASSIGNMENT. Buyer may neither assign any of its rights nor delegate any of its duties or obligations, whether involuntarily or voluntary, by operation of law or any other manner, without the prior written consent of Infastech and no delegation shall relieve Buyer from its duties or obligations hereunder. Any purported assignment of rights or delegation of duties or obligations in violation of the section is ineffective and void *ab initio*.

19. AMENDMENT AND WAIVER. No modifications or amendments to the foregoing terms shall be binding upon Infastech, unless specifically agreed to in writing. Infastech shall not be deemed to have waived any provision or breach of this agreement, except under the terms of a writing executed by the Infastech.

20. ENTIRE AGREEMENT. These Terms and Conditions of sale as may be amended by Infastech from time to time, and a description on the face of a Quote, constitute the complete and exclusive statement of the agreement for the sale of Goods by Infastech to Buyer. There are no other promises, conditions, understandings, representations or warranties. This agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, negotiations and discussions, either oral or written, between the parties. If any provision of this agreement is prohibited by applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions, terms or conditions of this agreement. Any condition contained in any document (including any order form) created or issued by the Buyer (whether in response to the terms contained herein or otherwise) does not bind Infastech and the Buyer acknowledges that in the absence of a variation in writing agreed by Infastech, the Buyer is bound by the terms and conditions contained herein.

## 21. DEFINITIONS

"**Buyer**" means any person, firm, corporation or entity, which purchases or orders Goods from Infastech.

"**Goods**" means all goods supplied by Infastech to the Buyer pursuant to an Order.

"**Order**" means the agreement resulting from the acceptance by Infastech of an order for Goods placed by the Buyer or any other transaction that results in Infastech supplying Goods to the Buyer and an Order is constituted by the terms and conditions provided herein, Infastech's current price list and any variations agreed to in writing by the parties. An Order contains the entire agreement of the parties relating to the purchase of the Goods from Infastech by the Buyer and cannot be altered or varied without the written agreement of Infastech. The Terms and the current price list of Infastech supersede all previous terms and price lists of Infastech. If any dispute arises over any Order, the internal records of Infastech will be conclusive evidence of what was ordered. Each Order placed is deemed to be a representation by the Buyer that it is solvent as at the date of the Order and is able to pay all of its debts as and when they fall due.