

**Payment Terms:**

Terms are net 30 days upon approved credit. Prices and discounts are subject to change without notice. All quotation are valid for 30 days unless otherwise stated.

Delivery:

Ex-Works UWA Singapore

Restocking Charges:

Stock heaters, controls, sensors and accessories which have not been used or modified may be returned for a 20% restocking charge. All stock and modified-stock required UWA's prior authorization to be returned and must be returned within 30 days from the date of delivery. Non-stock (custom) are not returnable.

Price Revision:

Prices are subject to change without advanced notice. If UWA desire to revise the discounts, prices, points of delivery, service allowances or terms of payment, but is restricted to any extent against so doing by reason of any governmental request, law, regulation, order or action, or if the discounts, prices, points of delivery, service allowances or terms of payment then in effect are altered by reason of governmental request, law, regulation, order or action, UWA shall have the right

- (i) to terminate this Order by notice to Buyer,
- (ii) to suspend deliveries for the duration of such restriction or alteration or
- (iii) to have applied to this Order (as of the effective date of such restriction or alteration) any discounts, prices, points of delivery, service allowances or terms of payment governmentally acceptable. Any delivery suspended under this Section may be cancelled without liability.

Return Policy:

Prior approval must be obtained from UWA to return any Product. UWA will assign a return authorization number and record the reason for the return. UWA will examine returned Product to determine the actual cause, if any, leading to Buyer's return. If Product has a manufacturing defect, UWA may issue a credit for the returned Product or repair or replace with like Product. If returned Product is not subject to UWA's warranty, Buyer will be notified of the estimated cost of repair, if possible. Thereafter, Buyer must advise UWA whether or not Buyer chooses to have Product repaired at Buyer's expense.

Order Changes:

Buyer must notify UWA in writing of requested changes in the quantity, drawings, designs or specifications for Products which are ordered but not yet in the process of

After receipt of such notice, UWA will inform Buyer of any adjustments to be made in price, delivery schedules, etc. resulting from Buyer's requested changes prior to incorporating the requested changes into manufactured Products. For Control Products.

Freight and Taxes:

Prices do not include prepaid freight, federal, state or local taxes. Any increase in freight rates paid by UWA on deliveries covered by this Order and hereafter becoming effective and any increase in tax or governmental charge (excluding any franchise or income tax or other tax or charge based on income)

- (i) increasing the costs of UWA in producing, selling or delivering the Products or procuring the Products used therein, or
- (ii) payable by UWA because of the production, sale or delivery of Products, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, Value Added Tax / Goods & Services Tax and Ways Fees, may at UWA's option, be added to the prices herein specified and be added to the invoices.

Engineering Charge:

For complex Products, systems or control software modifications, an engineering charge shall be applied or included in the price of prototypes.

This charge is not subject to discounts.

Cancellation Charges:

There will be a 20% cancellation charge for non-modified stock Products. Non-stock and modified-stock Products may be subject to a cancellation charge to be determined by UWA depending on the portion of Product completed at the time of such cancellation.

Excuse from Performance:

- (A) Deliveries may be suspended by either party in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw materials, labour, containers or transportation facilities; compliance with Governmental Requirements; breakage or failure of machinery or apparatus; national defense requirements; or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of such party; or in the event of labour trouble, strike, lockout or injunction which event makes impracticable the manufacture, transportation, sale, purchase, acceptance, use or resale of Products
- (B) Deliveries suspended or not made by reason of the events stated above shall be cancelled without liability, but this agreement and/or Order shall otherwise remain unaffected.