VARTA Microbattery Pte Ltd
RCA No. 197201705K

CONDITIONS OF SALE

DEFINITIONS:

"Sellers" means Varta Microbattery Pte Ltd and includes its branches, successors and assigns.

"Buyers" means and includes any company, firm or person purchasing goods from the Seller for its own use or for the purpose of resale.

1. Unless otherwise agreed in writing by the Seller these conditions which supersede any earlier conditions appearing in the Seller's catalogues or elsewhere shall override any terms or conditions stipulated incorporated or referred to by the Buyer whether in the order or in any negotiations and all guarantees warranties or conditions (including any conditions as to quality or fitness for any particular purpose) whether expressed or implied by statute, common law or otherwise are excluded and hereby negatived so far as the law shall permit.

2. All quotations are strictly not cash against invoice unless otherwise stated and are exclusive of purchase tax or any other taxes levies or duties.

3. The Goods are supplied in accordance with the specification (if any) submitted to the Buyer and any alterations and additions shall be the subject of an extra charge. If the Seller adopts any changes in construction or design of the goods or the specification thereof the Buyer shall accept the goods so changed in fullment of the order.

4. Unless otherwise agreed in writing the type and extent of the packaging and protective packaging of the goods shall be as the Seller's discretion. Any special packing and packaging requested by the Buyer in writing and accepted by the seller may necessitate adjustment to the delivery date and the Buyer shall bear all additional cost incurred thereon.

5. Unless otherwise expressly provided that the time of delivery shall be the essence, and any breach in this respect shall entitle the Buyer to cancel the contract or to claim damages in lieu of delivery and shall entitle the Seller to rescind the contract and recover all costs incurred. The Seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

6. Delivery shall be taken by the Buyer within the period (if any) named in the quotation or order and such full details as may be necessary (or required by the Buyer) to enable the Seller to complete delivery within such period shall be supplied by the Buyer. For the purpose of this clause the Buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Buyer shall let the Seller have its due storage permission and in particular to deliver the goods to the Seller in such reasonable period of time after tender as may be necessary for the Buyer's reasonable cost (including insurance) of doing so. This provision shall be in addition to its right to cancel any part of the contract. If the Buyer fails to give written notice the Seller to the contrary the Seller shall not be liable in all respects according to the contract and the Buyer shall be bound to accept and pay for the same accordingly.

7. All goods shall be inspected by the Seller and subjected to the Seller's standard tests prior to delivery. Any special testing requested in writing by the Buyer and accepted by the Seller may necessitate adjustment to the delivery date and the Buyer shall bear all additional costs incurred thereon.

8. The Buyer shall inspect the said goods immediately on the arrival thereof or upon unloading and shall notify the Seller in writing of any such discrepancy within thirty days of the said delivery and shall within fifteen days from the date of such notice give written notice in writing to the Seller of any matter or thing by reason whereof he alleges that the goods are not in accordance with the contract. If the Buyer fail to give written notice in writing the Seller to the contrary the Seller shall not be liable in accordance with the contract and the Buyer shall be bound to accept and pay for the same accordingly.

9. Unless otherwise agreed in writing, the Buyer shall pay for the goods by way of cash, casher's order or cheque made out in favour of the Seller without deduction at the price stated overall (subject always to the price alteration provided herein) within 14 days of the date of invoice. If the Buyer shall make default in or commit any breach of any of his obligations to the Seller or if the Buyer shall commit any breach of the order or of the terms of the order he in any way whatsoever by reason thereof or by the act or default of any person for which or in respect of which he shall be held responsible or liable or for which he shall be held responsible or liable for any part thereof shall be appointed the Seller shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being given by it to the Buyer's last known address. Any such order or undertaking being cancelled or suspended and without prejudice to any claim or remedy the Seller might otherwise make or exercise.

10. No order shall be deemed to be accepted by the Buyer in purchasing any sum due under any order as and when it becomes due the Seller shall have their right either to suspend all deliveries until the amounts due are paid or to cancel the order for so far as any goods remain to be delivered thereunder. The Seller shall also have the right to take proceedings against the Buyer for the collection of amounts due and owing without prejudice to any subsequent claim by the seller against the Buyer for the non-fulfilment of the contract.

11. Should default be made by the Buyer in paying any sum due under any order as and when it becomes due, the Buyer shall be liable to the Seller for all costs (including legal costs) at any stage and payable to the Buyer hereinafter arising against the said sum or sums due.

12. Should default be made by the Buyer in paying any sum due under any order as and when it becomes due, the Buyer will pay interest on the default sum at the rate of 15% per month.

13. Until the purchase price of the goods and all sums owing by the Buyer to the Seller shall have been paid in full, the legal and beneficial ownership of the goods shall not be transferred to the Buyer but shall remain vested in the Seller. In the event that the goods are sold by the Buyer, the Buyer shall hold the whole of the proceeds of sale on trust for the Seller and shall place the same in a separate account so as to be identifiable as being in the beneficial ownership of the company.

14. Unless otherwise expressly stated as a special condition herein, no warranty condition declaration or representation on the part of the Seller is given or implied nor is any warranty condition declaration or representation to be taken to have been given or implied from anything said or written in the negotiations between the parties or their representatives and any statutory or other warranty condition or declaration expressed or implied as to the status quality or condition of the goods subject to this agreement is hereby expressly excluded so far as the law shall permit.

15. In addition to any right of lien to which the Seller may by law be entitled, the Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer in the course of the Buyer's dealings with the Seller or his assignees in accordance with the provisions of any Statute or other law or other custom and the Buyer shall not be entitled to any credit or set-off or in any other manner to repair or modify the goods so as to remedy the defective materials or workmanship. The Seller's lien therefore shall be further conditional upon:

(a) The Buyer giving the Seller notice in writing providing details of the defects complained of within five (5) days of the defects being discovered or being apparent whichever is the earlier.

(b) The defective goods being returned to the Seller's place of business or to any other place nominated by the Seller at the Buyer's expense.

(c) The Buyer having taken due care in storing and handling the goods.

16. Any goods replaced or repaired under this provision shall be redelivered to the Seller's place of business or to any other place nominated by the Seller at the Seller's expense provided under this condition 18 for such redelivered goods shall continue to be applicable only during the original twelve (12) calendar month period following the date of delivery of the goods.

17. The Seller shall not in any way be responsible for any components or accessories forming part of the goods but not manufactured by the Seller.

18. (1) All catalogues, brochures, specifications or other documents, characterististics, data or descriptive matter included in any sales promotional material or in the Seller's sales quotations are intended to give a general description of the goods offered and shall not form part of the Contract unless it shall be expressly agreed otherwise in writing.

19. If the cost of the Sellers of fulfilling any of its obligations under the Contract shall be increased by any act or omission on the part of the Buyer or its agents or by the marking after the date of the Seller's sale quotation of any law, order regulation or by-law having the force of law, the price of the goods shall be adjusted to cover such additional costs.

20. The Seller reserves the right at its discretion during the currency of the Contract to change any specification of the goods where in the Seller's opinion an improvement can be effected in the design of the goods, and delivery of the goods so modified shall constitute good performance of the Contract by the Seller provided that such modification shall not of itself increase the price nor adversely affect the performance of the goods.

21. (1) All catalogues, brochures, specifications or other documents, characterististics, data or descriptive matter included in any sales promotional material or in the Seller's sales quotations are intended to give a general description of the goods offered and shall not form part of the Contract unless it shall be expressly agreed otherwise in writing.

22. (2) Without the written consent of the Seller given by Contract or otherwise the foregoing documents shall not be copied, reprinted or reproduced in any material form whether wholly or partly in part. If the Buyer keep confidential and shall not without the prior consent of the Seller disclose to any third party the contents of any documents or information (whether of a commercial or technical nature) acquired from the Seller in connection with its quotation or the Contract.

23. The Buyer shall be responsible for passing on to its employees and its subsequent purchasers the above information supplied by the Seller with the goods and shall indemnify the Seller against any claims, loss or damage resulting directly or indirectly from any failure to do so.

24. In the event of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power the Seller shall be relieved of liabilities insured under this contract whatever end to the extent to which the fulfilment of such obligations is prevented, frustrated or interrupted as a consequence of any such event or by statutory rules regulations or in force or any act in consequence of any act of war or any other cause beyond the Seller's control. Any delay in delivery as aforesaid shall not entitle the Buyer to terminate the Contract but shall cause the Seller to lie against the Seller in respect of any loss or damage if (any) suffered by the Buyer.

25. All notices given under the Contract shall be given by letter or by telegraph or by telex or by other method of rapid written communication. Any notices received after 1600 hours on a business day shall be deemed to have been received on the business day following.

26. Unless otherwise agreed the contract shall be governed by and construed in accordance with the laws of The Republic of Singapore.

CONDITIONS APPLICABLE TO INTERNATIONAL SALES ONLY

27. The international rules for the interpretation of trade/terms known as Incoterms 1980 as amended from time to time shall apply to the contract.