RISING TECHNOLOGIES PTE LTD
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# Purchasing Agreement

## TERMS AND CONDITIONS

**1. Acknowledgement and Acceptance:**
Acceptance of this Purchase Order is expressly limited to the terms of this Purchase Order. If any of Seller's terms of sale are in conflict with the terms of this Purchase Order, the terms hereof shall govern unless Seller's terms are accepted in writing by Buyer.
No oral agreement or other understanding shall in any way modify this Order, or the terms or conditions hereof, Seller's action, accepting this order and commit delivering materials dates.

**2. Price:**
This order shall not be filled at prices higher than those shown on this order unless such increased prices have been authorized by the buyer.

**3. Shipping Instructions:**
All goods must be shipped in accordance with the shipping instructions stated and at the advantageous rates. Any extra expense in effecting delivery of goods not to ship will be charged to the seller.

**4. Packing and documentation:**
Seller shall be responsible for the safe packing, goods shall be packed in suitable containers to permit safe transportation and requirements of the carrier's tariffs. Each delivered must have label of Rising's purchase order number and Rising's part number(s) appearing on all shipping containers to identify contents without opening, packing sheets and order detail to be state on delivery document, and bills of lading.

**5. Delivery:**
Dates of deliveries are of the essence of the Order, Buyer reserves the right to cancel this Order and reject the goods upon default by Seller in time or manner of delivery. Buyer also reserves the right to refuse shipments made in advance of the schedule of deliveries appearing on the face of this Order hereof unless changed by written instructions from Rising prior to shipment, Seller shall promptly inform Rising of any anticipated delay in shipment.

**6. Invoices:**
Any invoice shall be sent in only one original copy to the invoicing address mentioned in the Order and shall imperatively contain Rising's references and those of the corresponding Order. Rising reserves the right to suspend payment of any invoice which fails to comply with regulatory provisions. Any disagreement by Rising as regards the volume or quality of the delivered supply or the invoiced price, shall lead to the issuing of a debit note. The supplier shall have 7 working days issuing of the debit note as from the date of Rising notification.

**7. Warranty:**
The Seller warrants that all material or services delivered hereunder conform to the design and specifications and to drawing, samples or other descriptions referred to in this order, will conform strictly to the requirements of this order and will be free from defects in material and workmanship. Goods not meeting this warranty may be returned to Seller for credit or replacement, and Seller will be responsible for all reasonable costs incurred in rectifying such failures, including testing and field-recovery costs and governmental fines levied for failure to meet Seller's environmental specifications.

**8. Inspection:**
All articles are subject to inspection and test at place of manufacture or at destination, or at both places, by Buyer's representatives. Any rejected material will be held subject to Seller's order and risk, or at Buyer's option, will be returned to Seller at Seller's expense. Any inbound transportation charges applicable to the rejected portion will also be charged to the Seller's account. Seller shall agree on the right of access by the organization, their customer, and regulatory authorities to the applicable areas of the facilities, at any level of the supply chain, involved in the order and to all applicable records.
Rising shall have thirty (30) days from the date of receipt of the Goods for inspection and acceptance testing.

**9. Insurance:**
In accepting this order you agree that you obtained or will obtain Public Liability Property
Damage and Workmen's Compensation insurance covering your activities in performance under this order and of character and amount satisfactory to use and you agree to furnish us with a certificate before you engage in such performance.

**10. Changes-Specification:**
Buyer shall have the right by written order to make changes from time to time in the work to be performed or the materials to be furnished by Seller hereunder. If such changes cause an increase or decrease in the amount due under this Order or in the time required for its performance, an equitable adjustment shall be made and the order shall be modified in writing accordingly. Any claim for adjustment must be asserted in writing within fifteen days from the date change is ordered. Nothing contained in the clause shall, relieve Seller from proceeding without delay in the performance of this order as changed.

**11. Contingencies:**
Neither party hereto shall be liable to the other for default or delay in delivering or accepting goods hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power and/or any other similar or different contingencies beyond the reasonable control of the respective parties.

**12. Default-Bankruptcy-Cancellation:**
Buyer may cancel this order in whole or in part any time by written or telegraphic notice whenever Seller shall default in performance or shall so fail to make progress in the work as to endanger performance, except that this Purchase Order shall not be terminated for such default where the default is due to causes beyond, control of the Seller, and without its default or negligence.

**13. Tools and materials:**
Buyer shall retain title to any designs, sketches, drawing, blueprints, patterns, dies, models, molds, tools, plates, cuts, special appliances and materials furnished by or paid for by Buyer in connection with this Order. They shall be recorded and identified as property of Buyer and retained by Seller on consignment, subject to examination by Buyer. They shall be at Seller's risk and shall be replaced by Seller on consignment, subject to examination by Buyer. They shall be at Seller's risk shall be replaced by Seller if lost, damaged or destroyed. They shall be maintained in good condition At Seller's expense and kept insured by Seller with loss payable to Buyer. Such facilities shall be used exclusively in the production for Buyer of articles required by the Order and shall not be used for production of larger quantities than those specified herein, or in the production, manufacture, or design of any article for any other person without consent of Buyer. Such facilities shall be subject to disposition by Buyer at any and all time; and upon demand, they shall be returned to Buyer, including any unused materials furnished by Buyer and all spoiled or defective materials or products which contain any secret or patented device, unless Buyer shall otherwise direct. Nothing in this paragraph shall be construed as imposing any obligation on Buyer to furnish any such facilities.

**14. Confidential Relationship:**
Seller agrees to treat as strictly secret and confidential all specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by Buyer. Unless the written permission of Buyer. Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished to Buyer articles required by this Order, or quote the opinion of any employees of Buyer. Seller shall not disclose any information relating to this order to any person not entitled to receive it.

**15. Waiver:**
No waiver of any of the provisions contained in this Order shall be valid unless made in writing and executed by both parties. No charges beyond the contract price herein specified will be allowed except with Buyer's written consent. Failure of Buyer to insist upon strict performance shall not constitute a waiver of any of the provisions of the order or waiver of any other default.

**16. Non-conformance:**
Any non-conforming or deviation material detected at seller premises, the seller shall request through the buyer for approval of acceptance. No Changes in product and/or process, changes of suppliers, changes of manufacturing facility location, specification, materials, dimension etc are allowed unless it is in written approval from Buyer.

**17. Compliance with Laws:**
Seller shall comply with all Singapore Laws applicable to this order.

**18. Subcontracting:** Seller shall not subcontract any process prior to Rising review and approval. If subcontract is needed, seller shall ensure flow down to the supply chain the applicable requirements in the purchasing documents, including key characteristics where required.

**19. Records retention requirement:**
Seller shall agree to the retention period of the quality records as per specific in the Purchasing document.