



## PURCHASING TERMS AND CONDITIONS

### **1 Interpretation**

In these conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Conditions” means the general conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Supplier and Anvita SG;

“Contract” means the contract for the purchase and sale of the Goods and/or the supply of Services, as the case may be;

“Goods” means the goods (including any instalment of the Goods or any parts for them) to be supplied to Anvita SG in accordance with these Conditions;

“Anvita SG” means Anvita Engineering Pte Ltd;

“Services” means the services to be supplied to Anvita SG in accordance with these Conditions;

“Supplier” means the party who has agreed to supply Goods and/or Services, to Anvita SG.

### **2 Applicability of these Conditions**

- (1) These Conditions shall apply to any Contract to the exclusion of any other terms and conditions on which any quotation has been given to Anvita SG or subject to which any order is accepted or purported to be accepted by the Supplier.
- (2) No variation to the Contract or these Conditions shall be binding unless agreed in writing between the authorised representatives of Anvita SG and the Supplier.

### **3 Specifications**

- (1) The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified by Anvita SG to the Supplier or agreed in writing by Anvita SG.



- (2) The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or the performance of the Services.

#### **4 Price of the Goods and Services**

The price of the Goods and the Services shall be as stated in the Contract and shall be inclusive of any form of goods and services taxes (GST) or value added taxes (VAT). No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Anvita SG in writing.

#### **5 Terms of payment**

- (1) Unless otherwise agreed, the Supplier shall be entitled to invoice Anvita SG on or at any time after delivery of the Goods or after the Services have been performed.
- (2) Unless otherwise agreed, Anvita SG shall pay the price within 30 days after the end of the month of receipt by Anvita SG of a proper invoice.
- (3) Anvita SG shall be entitled to set off against the price any sums owed to Anvita SG by the Supplier.

#### **6 Delivery/Performance**

- (1) The Goods shall be delivered to or the Services performed at, the place specified by Anvita SG on the date or within the period specified.
- (2) The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. The Supplier hereby recognises and acknowledges that any delay in delivery or performance may lead, inter alia, to Anvita SG being exposed to liability to its customers.
- (3) If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- (4) Anvita SG shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until Anvita SG has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

#### **7 Risk and Property**



- (1) Risk of damage to or loss of the Goods shall pass to Anvita SG upon delivery to Anvita SG in accordance with the Contract.
- (2) The property in the Goods shall pass to Anvita SG upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Anvita SG once payment has been made and the Goods have been appropriated to the Contract.

## **8 Warranties**

- (1) The Supplier warrants to Anvita SG that the Goods:
  - (a) will be of satisfactory quality (within the meaning of the Sale of Goods Act, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Anvita SG in writing at the time the order was placed;
  - (b) will be free from defects in design, material and workmanship;
  - (c) will correspond with any relevant specification or sample; and
  - (d) will comply with all statutory requirements and regulations relating to the sale of Goods.
- (2) The Supplier warrants to Anvita SG that all Services performed will be performed with due care and diligence in a timely and professional manner by properly skilled personnel.

## **9 Anvita SG's remedies**

- (1) Without prejudice to any other remedy, if any Goods are not supplied or any Services not performed in accordance with the Contract, then Anvita SG shall be entitled:
  - (a) to require the Supplier to repair the Goods or to supply replacement Goods in accordance with the Contract within 7 days or re-perform the Services; or
  - (b) at Anvita SG's sole option, and whether or not Anvita SG has previously required the Supplier to repair the Goods or to supply replacement Goods or re-perform the Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid.



- (2) The Supplier shall indemnify Anvita SG in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Anvita SG (including any liability incurred by Anvita SG to any of its customers) as a result of or in connection with:
- (a) breach of any warranty given by the Supplier in relation to the Goods or the Services;
  - (b) any failure by the Supplier to deliver the Goods or perform the Services by the respective due dates;
  - (c) any defect or non-conformance in the Goods delivered or Services performed by the Supplier;
  - (d) negligence (whether by act or omission) (including attempted act) or willful misconduct of the Supplier;
  - (e) any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person.

## **10 Confidentiality**

All confidential information revealed or disclosed in any form or manner by Anvita SG to Supplier or otherwise coming to the knowledge of the Supplier in connection with the performance of the Contract shall be used solely by Supplier for purposes of performing the Contract and for no other purpose whatsoever. All such shall not be disclosed to any third party without the prior written consent of Anvita SG, and shall be disclosed within Supplier's organization only on a need-to-know basis.

## **11 Governing Law**

The Contract and these Conditions shall be governed by and construed in accordance with the laws of Singapore, and the parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.