

A-BIO PHARMA PTE LTD
General Terms and Conditions
For Purchase of Goods and Services

Version No. 01
Effective: 1st January 2005

1. Definitions

- (a) In these Terms and Conditions, unless the context otherwise requires:
- (i) "Background IPR" means the Intellectual Property Rights owned by the Supplier relating to the Services before the commencement of the Services.
 - (ii) "Delivery Date" means the due date specified in the Purchase Order.
 - (iii) "Foreground IPR" means all Intellectual Property Rights resulting from the Services.
 - (iv) "Goods" means the goods (whether specific or unascertained) and parts or units thereof to be supplied pursuant to the Purchase Order.
 - (v) "Intellectual Property Rights" means all trademarks, copyrights, patents and design rights (whether registered or not and all applications for any of the foregoing), and all rights of confidence in the know-how whensoever and howsoever arising for the full term thereof and all renewals and extensions thereof.
 - (vi) "Purchase Order" means the purchase order attached to or issued together with these Terms and Conditions.
 - (vii) "Purchaser" means the entity that issues the Purchase Order.
 - (viii) "Results" means results that are to be achieved from the provision of the Goods and/or Services.
 - (ix) "Services" means the services which the Supplier is to provide pursuant to the Purchase Order.
 - (x) "Specifications" means the descriptions and specifications relating to Goods set out in the Purchase Order.
 - (xi) "Supplier" means the entity or person to whom the Purchase Order is addressed.
 - (xii) "Terms and Conditions" means these terms and conditions of purchase and all attachments, annexes and schedules hereto, if any.
- (b) Words importing the singular shall include the plural and *vice versa*.
- (c) The headings are for convenience only and not for the purposes of interpretation.

2. Effect of these Terms and Conditions

- (a) These Terms and Conditions shall, together with the Purchase Order, comprise the terms and conditions governing the provision of Goods and/or Services (this "Contract").
- (b) ANY ATTEMPTED MODIFICATION OF THE CONTRACT (INCLUDING THESE TERMS AND CONDITIONS) SHALL NOT BE BINDING UPON THE PURCHASER UNLESS SPECIFICALLY ACCEPTED BY THE PURCHASER IN WRITING.
- (c) If there is any outstanding information which has not been furnished by the Purchaser, the Supplier shall not be obliged to accept any Goods and/or Services ordered until such outstanding information has been furnished.
- (d) If there is any inconsistency or conflict between the terms of the Purchase Order and these Terms and Conditions, the terms in the Purchase Order shall prevail to the extent of such inconsistency or conflict.

3. Pricing

The prices to be charged for Goods and/or Services provided shall be the price(s) set out in the Purchase Order and shall include all costs of packing, delivery, shipping, customs and insurance of Goods, or shipping and/or other delivery costs of Services, which shall be borne by the Supplier, unless otherwise specified by the Supplier and accepted by the Purchaser in writing.

4. Purpose for which Goods and/or Services are required

The Supplier is deemed to have full knowledge of the purpose for which Goods and/or Services are required by the Purchaser and acknowledges that the Purchaser relies on the Supplier's skill and judgement in supplying Goods and/or Services (including but not limited to the Results).

5. Provision of Information

The Supplier shall provide the Purchaser with all instructions relating to the use or handling of Goods and shall where such Goods are poisonous, hazardous, explosive, dangerous or otherwise have to be handled with care, provide relevant warnings relating to the same.

6. Supply of Goods; Warranties

- (a) The Supplier shall provide Goods (in the quantity and to the Specifications) for the consideration stated in the Purchase Order. Goods shall be suitable for the purpose for which they were ordered, be of merchantable quality and conform in all respects to the Specifications to the satisfaction of the Purchaser.
- (b) All Goods shall be free from defects in workmanship and material, shall conform to the Specifications, shall be compatible with the designated operating, storage or other usage environment for Goods and free of all liens and encumbrances.
- (c) Any software necessary for the operation of any Goods shall be embedded therein, or provided to the Purchaser together with all instruction manuals, user guides and other information, materials or documentation relating to the operation and use of such software ("User Information"). The price of the Goods shall be deemed to include the price of the relevant software and the User Information.
- (d) All information, descriptions, specifications, drawings and data published or otherwise given by the Supplier in relation to Goods are true and accurate.
- (e) The performance of this Contract and the use of any Goods shall not infringe any intellectual property rights of any third party and the Supplier shall obtain, without charge to the Purchaser, licences or consent necessary for the proper use of Goods by the Purchaser.

7. Supply of Services; Warranties

- (a) The Supplier shall provide the Services (in the scope and manner required in the Purchase Order) for the consideration stated therein. The Services shall be suitable for the Purpose and shall be provided with all due care and diligence.
- (b) The Services will be free of any defect arising out of design, workmanship, assembly, installation or integration and of any failure or malfunction due to the materials used in providing the Services.
- (c) In providing the Services, the Supplier shall:
- (i) use appropriate materials of high quality;
 - (ii) employ appropriate techniques and standards;
 - (iii) engage personnel of suitable training and experience; and
 - (iv) exercise due care, skill and diligence.
- (d) All information, descriptions and data published or given in relation to the Services are true and accurate.
- (e) The Supplier shall replace any personnel who perform the Services at the request of the Purchaser if the Purchaser decides that such personnel is unsuitable. All personnel of the Supplier who perform the Services are to comply with all security measures, rules or regulations imposed by the Purchaser failing which the Purchaser may request such personnel to leave its premises.
- (f) The performance of this Contract shall not, infringe the Intellectual Property Rights of any third party and the Supplier shall obtain, without charge to the Purchaser, licences or consents necessary for the performance of this Contract.

8. Delivery Date

- (a) Time of Provision of Goods
- (i) Goods ordered shall be delivered to the delivery location(s) stated in the Purchase Orders (the "place of delivery") on or before the Delivery Date in the manner stated in the Purchase Order. Unless delivery by instalments is expressly stated in the Purchase Order, there shall be deemed to be a single and indivisible Contract.
 - (ii) The Purchaser shall be entitled to a reasonable opportunity of inspecting and examining the Goods to ascertain whether they conform to the Specifications and shall be entitled, if the Purchaser so requires, to subject the Goods to an acceptance or other applicable test (or a series of such tests) ("Tests") for the purposes of verifying that the Goods meet the Specifications. Any such inspection, examination and Tests may be conducted by the Purchaser within a period of 30 days from the Delivery Date.
 - (iii) Without prejudice to any other rights of the Purchaser, the Purchaser may reject any Goods or part thereof which fail to conform to the Specifications at any time.
- (b) Time of Provision of Services
- (i) The Services shall be provided at the delivery location stated in the Purchase Order on the date (the "Commencement Date") and for the period (the "Supply Period") set out therein.
 - (ii) Unless otherwise provided in the Purchase Order, the Services shall be deemed to have been duly completed on the date of certification of the completion of the Services (the "Completion Date") by the Purchaser.

9. Compliance with laws

- (a) The Supplier shall comply with all applicable laws, regulations and other requirements in relation to the manufacture, packaging, packing and delivery of Goods. If Goods supplied are chemicals, biomedical products, reagents, biological materials or other similar products, the Supplier shall ensure compliance with all applicable legislation in Singapore including the Corrosive and Explosive Substances and Offensive Weapons Act (Cap. 65), the Explosive Substances Act (Cap. 100), the Hazardous Waste (Control of Export, Import and Transit) Act (Cap. 122A) and the Poisons Act (Cap. 234).
- (b) The Supplier shall comply with all applicable laws, regulations, industry standards (if any) and other requirements in providing Services and shall obtain and maintain all authorisations, licences and/or permits necessary for the performance of this Contract.
- (c) If the provision of Services would expose the Supplier's employees to chemicals, biomedical products, reagents, biological materials or other similar products on the Purchaser's premises, the Supplier shall ensure that such employees comply with the Purchaser's rules, regulations, policies and other measures relating thereto.
- (d) If, in the course of or as a result of the provision of Services, the Purchaser is or may be liable for the infringement of the Intellectual Property Rights of a third party, the Supplier shall promptly and at its own cost obtain all necessary licences or consents in respect of such rights for the continued provision or use of Services. If the Supplier is unable to do so, it shall remove all infringing items, matter or the affected portion thereof and fully refund the price of Services or affected part thereof (on a proportionate basis) to the Purchaser.

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10. Insurance

The Supplier shall effect and maintain such insurances as are necessary:

- (a) to cover the liability of the Supplier in respect of personal injuries or deaths arising out of, in the course of or in connection with the provision of the Goods and/or Services;
- (b) in respect of damage to property arising out of, in the course of or in connection with the provision of the Goods and/or Services; and
- (c) in respect of the Supplier's liabilities under the Workmen's Compensation Act (Cap. 130).

Such insurances shall be taken out with an insurer of good standing and repute and for period(s) and on such terms as the Purchaser may require (including a term naming the Purchaser as a Beneficiary). In default of production of a satisfactory policy, premium receipt or current certificate of insurance from such insurer, the Purchaser may itself insure against the above risks and recover the costs thereof from the Supplier and/or deduct such costs from any sums due to the Supplier.

11. Samples of materials used

If the Supplier uses any materials for the performance of Services, the Supplier shall, at the Purchaser's request, furnish samples of such materials for its inspection and approval and shall use only materials that correspond with approved samples.

12. Warranties

- (a) In the event that any Goods are not suitable for the purpose for which it was supplied, is not of merchantable quality, does not conform to the Specifications or where such Goods fail the Tests, the Supplier shall, at the Purchaser's option, repair or replace the Goods or fully refund the amount paid therefor within 7 days of the Purchaser's request for the same. The Supplier will bear all risks and costs in relation to the repair or replacement of the relevant Goods. This warranty shall subsist for a period of at least 12 months or for any other period as stipulated in the Purchase Order, commencing from the Delivery Date.
- (b) In the event of any defect in Services arising from design, workmanship, assembly, installation or integration and of any failure or malfunction due to materials used in providing Services, the Supplier shall, at no cost to the Purchaser and at the Purchaser's option, take all necessary actions to correct the defect within 7 days of the Purchaser's request therefor or fully refund the price of Services or affected part thereof (on a proportionate basis) to the Purchaser. This warranty shall subsist for a period of at least 12 months or for any other period as stipulated in the Purchase Order, from the Completion Date.

13. Passing of title and risk

Title to and risk in Goods shall pass to the Purchaser upon the delivery to and receipt of the Goods by the Purchaser. If payment is made for Goods prior to delivery, title to the Goods shall pass to the Purchaser on the date of such payment.

14. Invoicing

The Purchaser shall have a credit term of a minimum of 45 days from the date of receipt of an invoice in which to render payment for Goods and/or Services supplied. Unless otherwise agreed, all payments shall be made in Singapore Dollars. All bank charges and other costs and expenses incurred in connection with any payment shall be borne by the Supplier.

15. No minimum order

There shall be no commitment on the Purchaser to make any minimum order (whether in quantity or value) for any Goods or any part of the Services.

16. Delay

Time shall be of the essence for the performance of this Contract. The Supplier shall notify the Purchaser in writing immediately if there is any delay in the delivery of goods and/or services. The Purchaser reserves its rights to cancel the Purchase Order at no costs if such a delay is unacceptable.

17. Indemnity

The Supplier shall indemnify and hold the Purchaser (and its officers, agents and employees) harmless from and against all claims, costs (including attorneys' fees), expenses, losses, damages, liabilities, liens, obligations, causes of action, or suits suffered by the Purchaser and which arise from or are connected in any way with any act or omission, willful default or misconduct of the Supplier or a breach of this Contract by the Supplier.

18. Termination

The Purchaser may forthwith terminate this Contract if the Supplier:

- (a) commits or threatens to commit any breach of this Contract and if such breach is remediable, fails to remedy the same within 7 days after notice to remedy the same from the Purchaser; or
- (b) suspends or discontinues its business or sells or otherwise disposes of all or a substantial part of its assets; or
- (c) makes an arrangement with its creditors, is subject to a judicial management order, is insolvent or goes into liquidation (otherwise than for the purpose of a reconstruction or amalgamation).

19. Effect of termination

Upon the termination of this Contract :

- (a) the Purchaser may engage other suppliers to complete the Services. The Supplier shall indemnify the Purchaser for all additional costs incurred thereby;
- (b) the Purchaser may withhold payment of monies payable to the Supplier until all Services have been completed and the damages payable to the Purchaser arising from termination are quantified. If the aggregate amount of such damages exceeds the monies payable to the Supplier for the Services, such excess amount shall constitute a debt by the Supplier to the Purchaser; and
- (c) Any termination shall not affect the accrued rights of the Purchaser prior to the termination.

20. Gifts, Inducements and Rewards

The Purchaser may terminate this Contract and recover from the Supplier any loss incurred thereby if the Supplier has or may be deemed to have committed, abetted or attempted to commit an offence under Chapter IX of the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241).

21. Intellectual Property Rights

Unless otherwise stated in the Purchase Order:

- (a) all Background IPR shall remain the property of the Supplier; and
- (b) all Foreground IPR shall be owned by the Purchaser.

The Supplier shall, at its own cost, do all things reasonably requested by the Purchaser to enable the Purchaser to assure further its rights in the Foreground IPR arising from the Services.

22. Confidentiality

The Supplier shall not, without the Purchaser's prior written approval, disclose or use information received from the Purchaser in connection with this Contract. The Supplier shall not be in breach of this clause where such information is in the public domain or where it is legally compelled to disclose such information.

23. Applicable law

- (a) This Contract shall be governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore courts.
- (b) The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to the Purchase Orders and these Terms and Conditions is hereby excluded.

24. Assignment

The Supplier may not charge, assign, subcontract or otherwise transfer any of its rights, benefits or obligations hereunder in whole or in part without the prior written consent of the Purchaser. The Purchaser may, at any time, assign or otherwise transfer its rights, benefits or obligations under this Contract.

25. No third party rights

Unless otherwise expressly stated in this Contract, a person who is not party hereto shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms herein.