

Definitions	"Purchaser" means the person, firm or company raising the order. "Seller" means Vector InfoTech Private Limited. "Order" means the order placed by the Purchaser for the supply or purchase of goods and services.
Contractual Documents	The details on the face of this document and these conditions together with any specifications attached hereto shall constitute the contract entered into between the Seller and the Purchaser to the exclusion of all other conditions, representations or warranties howsoever implied, including any Purchaser's Conditions of Order.
Payment	<u>Unless otherwise expressly agreed, contract prices are strictly nett and payment in full in respect of the goods and services shall in any event be due upon presentation of invoice. The Seller shall be entitled to charge interest at the rate of 1.5% per month on overdue payments(s) from the date when such payments(s) falls due until the date when the payment(s) is received.</u>
Property	The Property and Title shall remain with the Seller until the Purchaser has paid the full amount invoiced for the goods and discharged any other indebtedness to the Seller.
Excuse of Performance	Seller shall not be liable for any loss, damage or delays in performance or non performance due to any act or omission of the Purchaser or of any party for whose acts or omission the Purchaser is responsible; unavailability of materials or components; explosions; accidents; compliance with governmental requests; laws or other unforeseen circumstances or causes beyond the Seller's reasonable control.
Delivery	The Seller estimates delivery dates in good faith. The Seller shall not be liable for delay in delivery due to causes beyond its reasonable control. In any event, the Seller will attempt, to the best of its means, to expedite delivery and inform the Purchaser of such delays. Unless otherwise specified all prices quoted by the Seller are F.O.B (Free on Board at the Seller's place of business.) If the Purchaser fails to make any payment when due, the Seller reserves the rights to suspend further shipments until payment is made, or the terminate the contract as to further shipments.
Cancellation	The Seller will only accept cancellation or variation of the undelivered part of an order or scheduled order provided that Purchaser gives Seller reasonable advance written notice of such termination or suspension and reimburse the Seller costs or losses consequently incurred. No products specifically manufactured to the Purchaser's specifications or special requirements are cancelable once in process or production. All costs incurred due to such cancellations shall be fully borne by the Purchaser. Goods imported by the Seller for the Purchaser that have been manufactured to the Seller's standard specifications shall be returnable subject to the acceptance by the Seller and the provisions of this clause. In the event that goods are accepted by the Seller for return then the Purchaser shall pay all drawback costs, freight costs, handling charges and all other costs associated with the return goods. The Purchaser shall pay all costs referred to and described in this paragraph in addition to and as a separate item to the re-stocking fee.
Warranty	The warranty applicable to any product is that as supplied by the manufacturer to the Seller from time to time. Damage that is found to be attributed to the negligence, mishandling or non-observation of correct usage procedures will not be repaired/replaced under warranty. All replacement or repairs necessitated by inadequate preventive maintenance, or by normal wear and usage, or by fault of Purchaser, or by unsuitable power sources or by attack or deterioration under unsuitable environmental conditions, or by abuse, accident, alteration, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of Seller are not covered by this warranty, and shall be at Purchaser's expense. Seller shall not be obligated to pay any costs or charges incurred by Purchaser or any other party. There are no representations or warranties of any kind, express or implied. As to merchantability, fitness for particular purpose, or any other matter with respect to any of the goods or software.
Limitation of Remedy/Liability	Seller shall not be liable for damages caused by delay in performance. The sole and exclusive remedy for breach of warranty shall be limited to repair, correction or replacement of the part or product sold under the warranty clause above. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, or otherwise), shall Seller's liability to Purchaser and/or its customers exceed the price to Purchaser of the specific goods supplied by Seller giving rise to the claim or cause of action. Purchaser agrees that in no event shall Seller's liability to Purchaser and/or its customers extend to include incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital.
Exclusion of Reliance upon Seller's skills	The Purchaser acknowledges that no reliance is placed upon the skill or judgement of the Seller. Any condition or warranty that the goods shall be fit for any particular purpose is hereby specifically excluded. The choice of products is the responsibility of the Purchaser and the use they are put to cannot be the liability of the Seller.
Indemnity	The Seller shall not be liable for and the Purchaser shall indemnify and hold the Seller harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation or possession of the goods and from negligence or default or misuse by or on the part of the Purchaser or any person or persons. This indemnity shall extend to any loss or expenses incurred by the Purchaser and shall continue in force notwithstanding completion or termination of this contract, unless otherwise stated in writing.
Purchaser Supplied Data	To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data supplied in writing by Purchaser to Seller in the selection or design of the goods and the preparation of the Seller's quotation, and in the event that the actual operation conditions or other conditions differ from those represented by the Purchaser and relied upon by the Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.
Design/ Intellectual Property	The purchaser agrees that the seller and its suppliers is and remain the owner of all copyright, designs, patents and trademarks and other intellectual property rights (all adaptations and reproductions thereof) used on or in relation to the goods or services or any related software and documentation supplied herewith. The Purchaser must not reproduce or adapt any documentation supplied with the software therein. The Purchaser shall not alter, obscure or obliterate any copyright notice or other notice of proprietorship printed or affixed with the goods or services. All software forming part of a product is provided a license basis for the use of the Purchaser only.
Taxes	Any tax or government charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the Goods or of procuring material used therein, and any tax now in effect or increase in same payable by the Seller because of the manufacture, sale or delivery of the goods, may at Seller's option, be added to the price herein specified.
Law Governing	This agreement shall be subjected to and in accordance with Singapore Law.