

BROWN McFARLANE FAR EAST PTE LTD
SINGAPORE
GENERAL CONDITIONS OF SALE

1. Offers and quotations:-
Unless otherwise stipulated, offers are without engagement and subject to Sellers' final confirmation.
Unless stipulated to the contrary, prices are quoted nett without commissions or discount.
2. Contract:-
Firm contract is entered into at Buyer's acceptance of Seller's firm offers within the validity period of options given by Seller's acceptance of firm bids given Buyers whatever the means of such notification of acceptance. The Sellers' "Order Confirmation" is a written confirmation of above contract as per conditions laid down in the course of preliminary negotiations. Failure to acknowledge receipt of the contract within 10 days of its issue by the Sellers, or to make any formal reservations regarding its stipulations will be tantamount to Buyers' acceptance of the conditions of the contract.
Buyers to ascertain the availability of import licenses and/or exchange permits, the non-existence of Government restrictions and to complete all formalities required for the importation of goods prior to entering into the commitment. Buyers not entitled to request cancellation of the contract in invoking prohibition to the importation of the contracted goods and Sellers' acceptance of payment other than by letter of credit not to be regarded as derogation to this condition. Only in cases of "force majeure" at destination such as riots, revolutions, war, strikes, congestion and blocking of ports and only provided goods contracted are not in the process of manufacture or delivery and/or shipment shall the Sellers be prepared to examine cancellation of the contract and/or balance of contract. Whatever the position, Sellers have a right to repudiate requests for cancellation. If, once a sale has been concluded, Buyers do not fulfil each and everyone of their obligations, Sellers reserve the right to terminate the contract and to consider it as cancelled, without being obliged to have recourse to prior formal notice or a summons, or to have to apply for legal sanction of such withdrawal, Sellers reserve themselves this right without prejudice to the damages that they might seek. Sellers also reserve the right to increase prices, if changes in the rates of foreign or EUR currency should modify the basis of their calculations.
3. Specifications:-
When the material is not specified at the time of entering into the commitment, Buyers to do so within ten days of receipt of the Order Confirmation unless a shorter period is stipulated in same, If not specified in time, Sellers to be entitled to delay the supply of the material beyond the agreed delivery time or refuse to deliver. Buyers to remain responsible for all consequences resulting from such late specification. Quantities specified in excess of the contracted weights are not covered by the contract and Sellers to have option of supplying excess quantities at contracted price or at prices to be newly fixed, which Buyers have the right to cancel or reject. Shipping marks, portmarks, notify addresses, and all other information pertaining to the manufacture, preparation and delivery of the contracted goods shall be given together with the complete specification.
4. Deliveries:-
Delivery periods in the contract are approximate and do not constitute an undertaking to deliver at a fixed date. They are subject to "Force Majeure" and sellers not liable for delayed or non delivery wholly or partly if caused by accident to machinery or equipment, loss or damage before after shipment, war operations whether officially declared or not, civil commotions, riots, strikes, delays in inland transportation, shortage or rolling stock, congestion of shipping port, detention or delay of vessels for whatsoever cause, or if caused by any other unforeseen and unavoidable cause beyond the Seller's control and Buyers to accept delivery if delayed by any such cause. Buyers' request for cancellation for the above reasons must be previously accepted by Sellers. When the effects of fortuitous events or unforeseen incidents mentioned in the preceding paragraph exceed 30 days, Sellers are authorized on the expiry of this period, without any formalities whatsoever, to cancel orders and sales which are affected, or to annul them for the balance outstanding. Seller have the right to deliver earlier than laid down the contract.
In case of FOB and/or FAS sales Buyers undertake to designate within three days from receipt of first notice of readiness of goods the name and sailing date of loading vessel, or to nominate their agents within the same lapse of time in the agreed shipping port, duly authorized to take delivery of the goods on quay at port of shipment. Failure to call forward goods for shipment is tantamount to authorizing the Sellers to effect shipment at Buyers' account and risk, the Sellers' invoice to include ocean freight at current Conference rates and normal FPA Insurance premium. Any delay in loading or in taking delivery is for Buyer's account, payment falling due as laid down in the contract. In case of failure to take delivery Sellers have the right to take any protective measures at Buyers' expense and risk
5. Supplies:-
Buyers have the right to inspect the goods or have same inspected by approved inspecting agencies prior to shipment but the degree of inspection and names of inspectors or agencies to be given by Buyers and to be accepted by Sellers at time of the conclusion of the contract. If contract stipulated no inspection, goods are deemed to have been accepted by Buyers, once they have left the supplying works and whether inspected or not. Buyers shall assume full responsibility resulting from the insertion in the Bills of Lading and/or other shipping documents of clauses such as "wet before shipment", "atmospheric rust", or "rusty before shipment" as well as other loss or damage during transportation. In case of CIF sales insurance policies are endorsed to the benefit of consignees and the latter to take all necessary precautions at arrival of the goods according to the instructions as laid down in the policy or in its riders.
Unless otherwise arranged all material shall be supplied in accordance with the usual standard Continental practice, as regards quality, rolling, sheering and cutting margins and on actual weight basis.
No Claim with regard to shortage on piece count and weight shall be entertained by Sellers and Buyers to arrange for recovery of shortage from Insurance Underwriters, considering that weight declared by them is ascertained by sworn weightbillers on leaving the works by full car or truckloads. Sellers do not guarantee actual partial weights or number of pieces, their liability to be restricted to the total weight only.
6. Payments of Invoices:-
Property of the goods shall be acquired by Buyers only after full payment of the purchase price or of any promissory notes, or other bills or drafts whether or not accepted to cover purchase price of the goods as well as expenses incurred for Buyers' account.
Should Buyers default in payment there of or in any partial instalment as provided in the contract the entire balance of indebtedness becomes due and payable at once, also in case of default in payment at due date, Sellers shall be entitled to take possession of the goods and to sell them for account of Buyers without prejudice to balance unrecovered and to charges incurred or to all other outstanding payments. Delays in payment for any reason for whatsoever beyond due dates as agreed as subject to the applications without notice of an interest or 14 percent per annum.
7. Arbitration:-
The responsibility of Sellers ceases after fulfilment of their contractual obligation such as they are defined by the "incoterms 2000". Buyers to acquiesce in the exclusive Jurisdiction of the Courts of Singapore as regards any disputes arising from the contract even where they act as guarantors or intermediaries. Sellers will have the right, however to initiate proceeding before other jurisdictions.. Singapore law will govern all disputes.