

Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms") are part of the written confirmation of order ("Order Confirmation") sent by Taytonn Pte Ltd. ("TAYTONN") to the Buyer ("Buyer") acknowledging TAYTONN's acceptance of Buyer's order of the products specified in the Order Confirmation (the "Products"). These Terms are also part of TAYTONN's invoice for the Products. By submitting an order for the Products, whether by telephone, electronic mail, or other means of communication, whether on Buyer's purchase order form or on or in any other form, Buyer agrees to accept these Terms as the terms and conditions governing the sale of the Products by TAYTONN to the Buyer (the "Sale"). TAYTONN and the Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. Changes: No change to any of these Terms shall be binding on TAYTONN unless TAYTONN's authorized officer expressly consents to the change in writing. In the event of any conflict between these Terms and the provisions set forth in any document supplied by Buyer, including Buyer's purchase order or any other form, document, or written or oral communication, supplied by Buyer to TAYTONN, whether before, on or after the date of Buyer's order, these Terms shall prevail. TAYTONN's failure to object to the provisions set forth in any purchase order or other form or document supplied by Buyer shall not be construed as a waiver of these Terms nor as acceptance of any such provision.

2. Purchase and Sale of Products: TAYTONN agrees to sell the Products to the Buyer, and Buyer agrees to purchase the Products, for the purchase price set forth in the Sales Order Confirmation. Buyer has to pay full amount as per Sales Order Confirmation for any cancellation of orders unless otherwise agreed by TAYTONN.

3. Delivery Terms: Incoterms® as in effect on the date of the Sales Order Confirmation shall apply to all TAYTONN sales. Unless otherwise specified by Buyer and agreed to in writing by TAYTONN, the following Incoterms® are selected: (a) sales will be made Ex Works from TAYTONN's facility or other loading point; (b) delivery of the Products to Buyer's carrier at the loading point shall constitute delivery to Buyer; and (c) all risk of loss or damage in transit shall be borne by Buyer. TAYTONN reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, even if additional installments are required to complete Buyer's order.

4. Claims: Immediately upon delivery of Products to Buyer, Buyer shall inspect the same and shall give notice to TAYTONN of any claims for shortages, defects, discrepancies or damages; and Buyer shall hold any damaged or defective Products for TAYTONN's written instructions concerning disposition. If Buyer fails to so notify TAYTONN within ten (10) days after the Products have been delivered to/ cleared by Buyer, such Products shall be deemed to have been irrevocably accepted by Buyer and to conform to the Terms and to the applicable product specifications ("Product Specifications"). TAYTONN will only be liable up to the cost of Products involved in a claim or up to SGD50,000.00 (Singapore Dollars Fifty Thousand) whichever is lower per incident. TAYTONN shall not be responsible for the eventual use of the product(s) by Buyer.

5. Force Majeure: Neither Party shall be deemed to be in default hereunder if prevented from performing any obligation for any reason beyond its control, including but not limited to, acts of God, war, civil commotion, fire, flood or casualty, strike, slowdowns or other labor difficulties, shortage of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith with the goal of preserving the Sale and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. It is agreed that financial adversity shall not be considered to be a matter beyond a Party's reasonable control.

6. Allocation of Product: If TAYTONN is unable for any reason to supply the total demands for the Product specified in Buyer's order, TAYTONN may allocate its available supply among any or all buyers on such basis as TAYTONN may deem fair and practical, without liability for any failure of performance which may result from the shortfall in delivery. Buyer shall be obligated to pay the purchase price of the Products delivered to Buyer, even if the order is incomplete.

7. Time of Payment; Late Fee and Collection Costs: All prices are subject to change from time to time without notice; provided, however, that shipments will be billed at the price quoted in the Order Confirmation. Provided Buyer's credit has been approved by TAYTONN, terms of the Sale is net 30 days, unless otherwise stated in writing by TAYTONN. TAYTONN reserves the right to require full or partial payment in advance before proceeding with fulfillment of the Sale. If Buyer fails to make any payment when due, TAYTONN, at its option and without limiting its right to exercise other lawful remedies, may defer or cancel further deliveries. In addition, TAYTONN reserves the right to charge a late fee equal to 10 percent(10%) per annum from the date payment is due until paid; and Buyer shall be liable for any collection costs that TAYTONN incurs, including reasonable attorney's fees.

8. Other Charges: Additional charges may be levied for services provided and costs incurred by TAYTONN, including, without limitation, charges for handling, labeling, restocking, repacking/repackaging, surcharges for orders below minimum quantity, etc. Such charges shall be included in the Order Confirmation if the need for such costs and services is known at the time the Order Confirmation is sent.

9. Taxes and other Fees: Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or in connection with the Sale shall be paid by Buyer and, if paid by TAYTONN, shall be reimbursed by Buyer. If Buyer is exempt from any such tax, fee or charge, Buyer shall provide to TAYTONN, at the time Buyer submits its order, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

10. Returns: Buyer may not return Products unless so authorized by TAYTONN in writing. Notice of Buyer's request to return Products must be delivered to TAYTONN within fourteen (14) days of delivery of the Products to Buyer. TAYTONN will not accept broken containers, or Products deteriorated due to improper storage, the effects of heat, cold or moisture, or other conditions. Products may not be returned for credit except with TAYTONN's permission, and then only in strict compliance with TAYTONN's return-shipment instructions. Credit will only be issued once Products have been received. A restocking charge may be levied. All cost of return must be borne by Buyer unless agreed by TAYTONN.

11. Technical assistance: At Buyer's request, TAYTONN may furnish technical assistance and information with respect to TAYTONN's Products. Unless otherwise agreed, all such technical assistance and information will be provided without charge, and Buyer assumes sole responsibility for results obtained in reliance thereon. TAYTONN makes no warranties of any kind or nature with respect to technical assistance or information provided by it. Any suggestions by TAYTONN regarding use, application or suitability of the Products shall not be construed as an express warranty unless expressly designated as such in writing by TAYTONN.

12. Limitation of Warranties: TAYTONN warrants that the Products sold to the Buyer will conform to the Product Specifications. Otherwise, TAYTONN makes no representations or warranties, either express or implied, of any kind, including warranties as to merchantability, fitness for a particular purpose or any other warranties with respect to the Products. Without limiting the generality of the foregoing, TAYTONN does not warrant that the use or sale of the Products delivered hereunder will not infringe the claims of any Singapore or other Patents covering the Products themselves or the use thereof in combination with other products or in the operation of any process.

13. Limitation of Liability: TAYTONN's sole and exclusive liability, and Buyer's sole and exclusive remedy with respect to the Products delivered to Buyer that are proved to TAYTONN's satisfaction to be defective or nonconforming shall be either (a) the replacement without charge of such Products or (b) refund of the purchase price upon the return of such Products in accordance with TAYTONN's instructions. With respect to any other liability arising hereunder, the liability of each of the Parties, and the non-breaching Party's exclusive remedy for any breach of performance hereunder, shall be the recovery of actual damages resulting from the breaching Party's acts or omissions in the performance of its obligations as stated here in. In no event shall either Party be liable to the other for any lost profits, incidental or consequential damages, or punitive damages.

14. Compliance with Laws, Regulations: TAYTONN shall comply with all laws of Republic of Singapore in connection with the distribution of the Products.

15. Buyer's Use of Products: Buyer acknowledges that the Products may not have been tested by TAYTONN for safety and efficacy for food, drug, device, cosmetic, commercial or any other use. Buyer expressly represents and warrants to TAYTONN that Buyer will properly test, use, manufacture and market all Products purchased from TAYTONN

Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using Products purchased from TAYTONN. Buyer also has the duty to warn Buyer's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the Products. Buyer agrees to comply with instructions, if any, furnished by TAYTONN relating to the use of the Products and not to misuse the Products in any manner. If the Products purchased from TAYTONN are to be repackaged, relabeled or used as starting materials or components of other products, Buyer will verify the suitability of the Products for their intended use or purposes. Buyer shall notify TAYTONN immediately upon Buyer's becoming aware of any accident or other incident involving TAYTONN's Products resulting in personal injury or damage to property, and Buyer shall fully cooperate with TAYTONN in the investigation and determination of the cause of such incident and shall make available to TAYTONN all statements, reports, and tests made by Buyer or made available to Buyer by others. The furnishing of such information to TAYTONN and any investigation by TAYTONN shall not constitute an assumption of any liability by TAYTONN.

16. Non-Disclosure. Each Party agrees that it shall not use or disclose confidential or proprietary information disclosed to it by the other Party, including, without limitation, the Terms of the Sale to the Buyer and the nature and results of any testing by either Party. Buyer further agrees that it will not reverse engineer any substances that are provided to it by TAYTONN, including the Products.

17. Indemnification. Each Party hereto (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, any subsidiary or affiliate thereof and the irrelative officers, directors, employees, agents, and successors and assigns (the "Indemnified Parties") from and against all losses, claims, damages, costs, expenses (including reasonable attorney's fees), liabilities or judgments or amounts that are paid in settlement of or in connection with any threatened or actual third party claim, action, suit, proceeding or investigation (collectively, "Losses and Expenses") based in whole or in part on or arising in whole or in part out of (i) any breach of this Agreement by the Indemnifying Party or any subsidiary or affiliate thereof or (ii) any willful or negligent act, omission or conduct of any officer, director, employee or agent of the Indemnifying Party or any subsidiary or affiliate thereof. Further, Buyer agrees to indemnify and hold TAYTONN harmless from and against any and all Losses and Expenses that TAYTONN may sustain or incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort or other theory of law, by Buyer, its officers, agents or employees, its successors and assigns, and by purchasers and users of Buyer's products, in connection with the use of TAYTONN's Products, or by reason of Buyer's failure to perform the obligations set forth in Section 15 hereof. Any Indemnified Party wishing to claim indemnification hereunder, upon learning of any such claim, action, suit, proceeding or investigation, shall notify the Indemnifying Party in writing, but the failure to so notify shall not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent that such failure would materially prejudice the Indemnifying Party.

18. Entire Agreement; Binding Effect: The terms and conditions stated in these Terms, together with the Order Confirmation, the Product Specifications, and TAYTONN's invoice, constitute the entire agreement between the Parties relating to the Sale; and no prior or contemporaneous representations, proposals, correspondence, agreements or understandings, whether oral or written, shall be effective. These Terms are binding on the Parties and their respective successors and permitted assigns.

19. Governing Law; Forum: These Terms shall be deemed a contract made under the laws of Singapore and, together with the rights and obligations of the Parties hereunder, shall be construed and governed by the laws of such state (other than its conflict of law principles) applicable to contracts executed in and to be performed in such state. Each Party hereby irrevocably and unconditionally agrees that service of process by certified mail, return receipt requested, shall be deemed to be adequate service of process upon it; and each Party consents to submit to the exclusive jurisdiction of the courts of Singapore. Each party further irrevocably and unconditionally waives and agrees not to plead or claim in such designated court any objection to venue or that such court is an inconvenient forum.

20. Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to be given to the Party to whom the notice is directed at the address provided in the Order Confirmation (i) when personally delivered, with receipt acknowledged, or (ii) three business days after being sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) when sent by facsimile or electronic mail, on the date received.

21. No Rights in Third Parties: These Terms are not intended to, nor shall they be construed to, create any rights in or to benefit any third parties, including, without limitation, any person or entity purchasing products from Buyer that incorporate the Products.

22. Shipping Documents: TAYTONN's standard documents are: Invoice, Packing List, Bill of Lading/ Airway Bill and Certificate of Analysis. Additional documents required have to be requested at the point of submission with Buyer's Purchase Order. TAYTONN reserves the right to supply documents based on availability.

23. Packaging: TAYTONN reserves the right to deliver Products in the best available packaging. Please find the full guidelines on our website under Visual Guidelines of Drum Dents.

24. Labelling: While TAYTONN endeavors to comply with Buyer's labelling requirements, the responsibility lies with Buyer to ascertain the accuracy of the additional label(s) against manufacturer label(s) at the point of receipt of delivery/shipment.