

TERMS AND CONDITIONS FOR THE SALE OF GOODS

These Terms and Conditions for Sale of Goods (these “Terms and Conditions”) are offered by FMAD Engineering Group. with the sale of Products subject to an FMAD Quote and FMAD Invoice that references these Terms And Conditions.

Product Sale. Buyer agrees to buy the products described in the Quote and Invoice (the “Products”).

Purchase Price. The purchase price(s) for the Product(s) and incidental charges are provided in the Quote and Invoice.

Payment. Buyer will pay FMAD the amounts provided in the Invoice for the Products.

Delivery. FMAD will deliver the Products to the address and in the manner provided in the Quote. The shipping method will be DAP (Incoterms 2020) unless otherwise stated. When the Products are shipped, FMAD will notify Buyer of the shipment. FMAD will not be responsible for delays beyond FMAD's control.

Risk of Loss. The risk of loss as to the Products will be determined by the shipping method.

Product Warranty. The Products are subject to the FMAD Warranty referenced in the Quote and Invoice.

Inspection and Rejection. Buyer will inspect the Products promptly upon arrival. Buyer may reject the Products that fail to conform to the Product Specifications. In the event of a nonconformity sufficient to justify rejection, Buyer will accept any commercial unit or units and reject the non-conforming Product. Buyer will comply with FMAD's reasonable instructions. Unless notification of rejection is made within seven (7) days after delivery, Buyer will be deemed to have accepted the Products. Thereafter the Warranty will apply.

Force Majeure. FMAD will be excused from performing any of FMAD's obligations under

these Terms and Conditions that are prevented or delayed by any occurrence not within FMAD's control, including, but not limited to, pandemics and government shut downs, supply chain disruption, destruction or damage to the Products or FMAD's manufacturing plant, strikes or other labor disputes, floods, fire, accidents, riots, explosions, or any regulations, rules, ordinances, or orders of any governmental authority.

Limitation of Liability. FMAD's liability shall be limited the amount paid by Buyer in the Invoice under which the liability arises.

Contract Complete. Any acceptance by Buyer of a Quote is limited to these Terms and Conditions. Any proposal for additional or different terms by Buyer will not act as a rejection of the Quote and these Terms and Conditions will be deemed accepted by Buyer without the additional or different terms.

Choice of Law. These Terms and Conditions will be construed in accordance with the laws of Singapore.

Severability. If any of these Terms and Conditions are found to be unenforceable by a court of competent jurisdiction, the remaining Terms and Conditions will stay in full force and effect.

Entire Understanding. These Terms and Conditions contain the entire understanding between Buyer and FMAD and supersedes all previous agreements regarding the Products, whether oral or in writing. These Terms and Conditions cannot be modified or terminated except in accordance with its terms or by a writing signed by both parties.