



# Pall (Philippines) Inc. ("Pall")

## Standard Terms and Conditions of Sale

1. **Applicable Terms:** These terms and conditions govern the purchase and sale of the products, equipment and related services (if any) ("**Product**") referred to in Pall's purchase order, quotation, proposal or acknowledgment, as the case may be ("**Pall's Documentation**"). Whether these terms and conditions are included in an offer or an acceptance by Pall to any person to whom Pall is to supply any Product ("**Buyer**"), such offer or acceptance is conditional upon the Buyer's consent of these terms and conditions. Pall rejects all additional or different terms and conditions in any of the Buyer's purchase order or documents.
  2. **Quotation:** All quotations provided by Pall are subject to change or withdrawal without prior notice to the Buyer, unless specifically stated in the relevant quotation. Quotations are made subject to the approval by Pall of the Buyer's credit standing. All sales contracts and orders shall only become effective when approved and accepted in writing by Pall as set out in **Pall's Documentation**.
  3. **Payment:** The Buyer shall pay Pall the full purchase price as set out in **Pall's Documentation**, or where no price has been quoted (or a quoted price is no longer valid), the price listed in Pall's price list current at the date of acceptance of the Buyer's purchase order. Unless **Pall's Documentation** provides otherwise, freight, storage, insurance and all taxes including any value-added tax ("**VAT**"), duties or other governmental charges relating to the Product (and/or any included services) shall be for the account of the Buyer. If Pall is required to pay any such charges, the Buyer shall immediately reimburse Pall upon receipt of written notice of such charges from Pall. Pall may also exercise the option to assess a fuel or energy surcharge (in addition to the price of each Product).

All payments are due within 30 days of the date of invoice. If the Buyer fails to make payment on the due date, then, without prejudice to any other right or remedy available to Pall, Pall shall be entitled to (i) apply a monthly interest charge at the lower of 10% per month or the maximum legal rate permitted by applicable law on all amounts not received by the due date (such interest will be calculated and will accrue daily from the due date until the date Pall actually receives payment) or (ii) cancel the purchase order contract or suspend any further deliveries to the Buyer. The Buyer shall pay all reasonable costs and expenses (including legal fees) incurred by Pall in collecting any amounts due but unpaid. All sales are subject to the approval of Pall's credit department.
  4. **Delivery:** Pall will use its reasonable endeavours to provide the Products (and any included services) in accordance with the delivery times quoted in Pall's Documentation. Unless Pall's Documentation provides otherwise, delivery terms are Ex- Works Pall's facility (INCOTERMS 2010). Pall assumes no liability due to delays, including any direct or consequential damages due to a delay in delivery.

All risk and title in a Product passes to the Buyer (i) in the case where Pall has agreed to arrange the delivery of the Product, upon delivery of the Product by Pall to the Buyer's premises and (ii) in any other case, upon the Product, the subject of a purchase order, being ready for dispatch or collection by the Buyer from Pall's premises. Pall retains and Buyer hereby grants to Pall a security interest in the Products shipped by Pall to Buyer hereunder until payment in respect of the Products is received by Pall. Buyer has the obligation to insure once title passes.
  5. **Services:** Pall will provide such services as are expressly described in **Pall's Documentation** (or other document executed by Pall) during normal business hours, unless otherwise specified. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Pall's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in **Pall's Documentation** (or other document executed by Pall).
  6. **Changes:** The Buyer may, from time to time, either in writing or by telephone followed by written request within 3 business days following the request, request Pall to vary any provision of a purchase order. Pall will use reasonable endeavours to accommodate any such request for variation (but shall not be liable to the Buyer to the extent it is not able to accommodate any such request).

Where Pall accommodates the Buyer's request for a variation, and where such variation involves an increase in the Product (and/or included services) to be supplied under a purchase order, the Buyer will within 10 days of its receipt of the relevant Pall invoice pay to Pall all additional amounts reasonably incurred and invoiced by Pall as a result of such variation. If the variation involves a reduction in the Product (and/or included services) to be supplied under a purchase order, Pall will reduce any amounts payable by the Buyer for the Product (and/or included services) which, as a result of such variation, are no longer to be supplied under the purchase order.

Pall may change the manufacturer's specifications from time to time of any Product to take into account improvements of design and unavailability of materials without obtaining the Buyer's approval if, in the reasonable opinion of Pall, the changes (i) improve the Product's function, operation or use or (ii) do not result in the Product differing in any substantial way from the original specifications of the Product as were relevant at the time the Buyer made a purchase order. In all other cases, Pall will obtain the Buyer's written approval prior to making any changes to any Product specifications.
  7. **Cancellation:** Buyer may not cancel its order after Pall's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
  8. **Product Returns:** Products may not be returned for any reason without prior written authorisation and shipping instructions from Pall. Products shipped without Pall's authorisation shall be returned at Buyer's expense. Credit for any returned Products is at the discretion of Pall after receipt and inspection of the Products and may be subject to a restocking charge.
  9. **Warranty:**
    - (a) THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR IN THESE TERMS AND CONDITIONS.
    - (b) For a period of twelve months from the date of delivery from Pall (the "**Warranty Period**"), Pall warrants that Products manufactured by Pall when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Pall, will meet Pall's specifications for such Products appearing in its Product catalogues and literature or in any other Pall Product quotations. Pall's liability under any Product warranty is limited solely (in Pall's discretion) to replacing, repairing or issuing credit for Products which fail to meet Pall's specifications for such Products during the Warranty Period.
    - (c) Pall further warrants that all services will be performed in a workmanlike manner and that Pall will use suitably qualified personnel (this warranty shall survive for 90 days following Palls completion of the services). Pall's liability under any service warranty is limited (in Pall's discretion) to repeating the service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the service.
    - (d) If Pall determines that any warranty claim is not, in fact covered by the foregoing warranties, Buyer shall pay Pall its customary charges for any additionally required service or Products. Buyer shall notify Pall promptly in writing of any claims and provide Pall with an opportunity to inspect and test the Product claimed to be defective. Buyer shall provide Pall with a copy of the original invoice for the Product, and prepay all freight charges to return any Products to Pall's factory, or other facility designed by Pall. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
  - (e) In no event shall Pall be liable for any Product altered outside of Pall's factory by someone other than Pall or for a Product subjected to misuse, abuse, improper installation, application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer.
  10. **Ownership of Materials:** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information ("**Materials**") prepared or disclosed by Pall to the Buyer, and all related intellectual property rights, shall remain Pall's property. Pall consents to the use of such Materials to the extent necessary and solely for the Buyer's use of the Product purchased by the Buyer hereunder. The Buyer shall not disclose such Materials to third parties without Pall's prior written consent. As a condition to Pall's delivery to the Buyer of the Products, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to (i) alter or modify the Products, (ii) disassemble, decompile or otherwise reverse engineer or analyse the Products, (iii) remove any Product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Pall's rights in the technology and intellectual property relating to the Products, and/or (vi) assist or ask others to do any of the foregoing.
  11. **Patent or Trademark Infringement and Product Liability:** Buyer has no authorisation to make any representation, statement or warranty on behalf of Pall relating to the Products sold hereunder. Buyer shall indemnify and defend, at its own expense, Pall against claims or liability for any applicable patent, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of Products according to Buyer's specifications, or from Buyer's unauthorised use of Pall's Products or from any changes or alterations to Pall's Products made by persons other than Pall or improper uses of Pall's Products or from the manufacture or sale or use of Buyer products which incorporate or integrate Pall's Products.
  12. **Force Majeure:** Under no circumstances shall either Pall or the Buyer have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labour shortage or disturbance, fire, accidents, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
  13. **LIMITATION OF LIABILITY:** IN NO EVENT WILL PALL BE LIABLE FOR ANY DAMAGES, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING LOSS OF PROFIT, REMANUFACTURING COSTS AND REWORK COSTS, AND LOST BUYER PRODUCT COSTS (OTHER THAN THE PRICE OF PALL PRODUCTS AND SERVICES) WHATEVER THE CLAIM (TORT, BREACH OF CONTRACT OR WARRANTY OR OTHERWISE) AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OR RESALE OF ANY OF ITS PRODUCTS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL PALL BE LIABLE FOR ANY LOSSES OR DAMAGES IN EXCESS OF THE PRICE PAID TO PALL WITH RESPECT TO THE PRODUCTS AND SERVICES SOLD TO BUYER UNDER THESE TERMS AND CONDITIONS.
  14. **Set-off:** The Buyer may not seek to effect or effect any set-off against any liabilities due by Pall to the Buyer against any liabilities due or which may fall due by the Buyer to Pall, and vice versa.
  15. **Export Control:** As a condition to Pall's delivery to Buyer of the Products and/or parts thereof, Buyer agrees with respect to the exportation or resale of the Product by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("**ITAR**") and the Export Administration Regulations ("**EAR**"), regulations issued thereunder and any subsequent amendments thereto, and all other National, including but not limited to, European and United States, government laws and regulations on export controls, including laws and regulations pertaining to export licences, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities.
  16. **Confidentiality:** If Pall discloses or grants to the Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Pall's prior written consent of Pall and shall procure that its officers, employees and representatives keep and treat as confidential all such documentation and information. In the event that the Buyer, its officers, employees or representatives are required by law, regulation or court order to disclose any confidential information, Buyer undertakes to notify Pall in writing prior to making such disclosure in order to allow the Pall to seek a protective order or other appropriate remedy from the proper authority. The Buyer agrees to cooperate with Pall in seeking such court order or other remedy, and further agrees that if Pall is not successful in obtaining such court order, the Buyer shall furnish only that portion of the confidential information that is legally required and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the disclosed information. In the event that the Buyer and Pall have entered into a separate confidentiality agreement, the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
  17. **Miscellaneous:** These terms and conditions, together with any quotation, purchase order, proposal or acknowledgement issued or signed by Pall, together comprise the complete and exclusive statement of the agreement and understanding between the parties ("**Agreement**") and supersedes all prior representations, agreements, statements and understanding, whether verbal or in writing, and any terms contained in any of the Buyer's purchase order and documents, unless separately signed by Pall. No part of this Agreement may be changed or cancelled (a) except by a written document signed by Pall and the Buyer, or (ii) by any course of dealing or performance, usage of trade or failure to enforce any term. If any provision of the Agreement is held to be invalid or unenforceable, such provision will be deemed superseded by and limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. In the event where the governing law of this Agreement in Singapore law, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.
  18. **Governing Law and Dispute Resolution:** This Agreement and the relationship between Pall and the Buyer shall be governed by and construed according to the laws of:
    - (a) where the Buyer is an entity incorporated in the Philippines - the Philippines; and
    - (b) where the Buyer is a not entity not incorporated in the Philippines - Singapore.
- Any dispute or claim of whatever nature, whether for breach of contract or otherwise, arising out of or in any way in connection with this Agreement (including any question regarding its existence, validity or termination) shall, at the option of the party initiating the action, be referred to either the proper courts of Makati City, Philippines or to arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") in force at the time of commencement of the arbitration (which rules are deemed to be incorporated by reference into this paragraph). The sole arbitrator will be appointed by the chairman of SIAC. The language of the arbitration shall be English and the arbitration award shall be final and binding on the parties.