

GENERAL TERMS & CONDITIONS OF SALE

These General Term & Conditions of Sale shall apply to all sales of Good(s) by Hi-Tech I&E, unless otherwise agreed in writing.

Acceptance of Hi-Tech I&E's offer of Item(s) for sale is hereby deemed as an acceptance of these General Terms & Conditions.

From here on in 'Hi-Tech I&E' shall refer to Hi-Tech I&E, Hi-Tech I&E Europe, Hi-Tech I&E Inc. and Hi-Tech I&E Singapore.

1. Quotations, Purchase Order & Conclusion of Contract

- 1.1 A Quotation by Hi-Tech I&E is non-binding and shall not be constituted as an offer.
- 1.2 An Order shall be only deemed accepted when Hi-Tech I&E issue written confirmation and the Purchase Order is affixed with Hi-Tech I&E's signature.
- 1.3 Deviations in measurements, weight and material are permissible within ASTM specifications unless otherwise agreed in writing.
- 1.4 Services and testing will only be provided if requested in writing.
- 1.5 Hi-Tech I&E may outsource Services and Testing to Third Parties.
- 1.6 Hi-Tech I&E reserve the right to correct typographical or clerical errors stated in documentation relating to the Order's price, specifications and delivery.
- 1.7 Hi-Tech I&E may rescind an Order if there have been amendments to quantity, dimension and/or material.

2. Payment Terms

- 2.1 Price is calculated per meter for pipe and per piece for pipe fittings and flanges.
- 2.2 The Customer shall be charged for the actual length or the actual gross weight delivered accordingly.
- 2.3 Payments shall be T/T remittance before shipment unless otherwise stated on the Purchase Order.
- 2.4 The Item(s) shall remain the property of Hi-Tech I&E until payment (including any interest or extra fees due) has been received in full.
- 2.5 Hi-Tech I&E shall not be liable for any damages or losses resulting from the Customer's failure to make payments in full and on time.

3. Delivery, Shipment & Transfer of Risk

- 3.1 Delivery times and dates quoted by Hi-Tech I&E are estimates only.
- 3.2 The Item(s) delivery conditions will be at the discretion of Hi-Tech I&E, unless requests by the Customer have been agreed upon.
- 3.3 Packaging shall be in accordance with the material's requirements.
- 3.4 Extra packaging beyond this requirement may be provided at an extra fee.

- 3.5 Obligations relating to Terms of Delivery and Transfer of Risk shall adhere to the INCOTERM¹ stated on the Purchase Order.
- 3.6 Deviations within the Order's INCOTERM may be agreed upon with the written consent of Hi-Tech I&E.

4. Delay, Suspension & Cancellation

- 4.1 If the Customer fails to fulfill its obligations, Hi-Tech I&E shall be entitled to delay the release of the Item(s).
- 4.2 A delay caused by force majeure shall be the same period of time as the force majeure event or circumstance, in addition to a reasonable start-up time thereafter.
- 4.3 The Customer may cancel the Order if, in good faith, a new delivery time is not acceptable.
- 4.4 Cancellation or modifications of Orders are possible with expressed written consent of Hi-Tech I&E.
- 4.5 Since all Orders are processed immediately, Hi-Tech I&E reserve the right to charge the Customer with costs and/or losses incurred directly, or indirectly, from either Order cancellation or modifications.
- 4.6 Upon termination of the Contract in part or in full, the Customer must pay for any product(s) and service(s) rendered.

5. Defect, Missing or Non-Conforming Items

- 5.1 The Customer must inspect the Item(s) upon receipt.
- 5.2 Claims of missing, non-conforming or damaged Item(s) have to be made within seven working-days of receipt.
- 5.3 All Goods are considered to be delivered in an orderly condition. Any damages are presumed to occur during Shipment until otherwise verified.
- 5.4 In the event the Customer receives the incorrect Item(s), they must inform Hi-Tech I&E and cooperate in the return of the Item(s) to a destination specified by Hi-Tech I&E.

6. Guarantees, Warranties & Liability

- 6.1 The Item(s) Hi-Tech I&E offer conform to ASTM Standards of technical specifications, labeling and packaging requirements.
- 6.2 The warranty period for the Item(s) material and workmanship is underwritten by the manufacturer's 12-month warranty.
- 6.3 Hi-Tech I&E are not liable if failure to meet the Order's obligations is a result of force majeure or other events which prevents us, or our appointed forwarder, from completing the Order.
- 6.4 Hi-Tech I&E warranty is limited.
- 6.5 Hi-Tech I&E are not liable for hidden defects, deterioration (caused by incorrect use or improper treatment) and natural wear and tear of Item(s).

¹ INCOTERMS in this and other documentation issued by Hi-Tech I&E refers to INCOTERMS 2000 Ed, unless otherwise stated.



6.6 Hi-Tech I&E are not liable for Warranties relating to services performed by Third Parties or processing made to the Item(s) after delivery.

6.7 Hi-Tech I&E's liability ends upon the resale of Item(s) by the Customer or Third Party.

7. Law and disputes

7.1 The delivery, the agreement covering the delivery, and all the other disputes regarding the agreement shall be governed by the law of the country to which Hi-Tech I&E branch is subject.