

**Customer:**

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**GPC - Xevo TQ-S micro System**

**Quotation No. 21708009 - Expiration Date : 13.05.2018**

**General information**

207757/10264266

**Provider:**

Waters Pacific Pte Ltd  
Joanna Ang  
1 Science Park Road  
#02-1/06 The Capricorn  
Singapore Science Park II  
Singapore 117528

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## Quotation

### GPC - Xevo TQ-S micro System

## Price Details in SGD

**Please reference this quotation when purchase order is issued**

| Itm                                      | Part No.  | Description                                 | Unit Price | Qty | Gross Price       | Disc % | Net Price         |
|------------------------------------------|-----------|---------------------------------------------|------------|-----|-------------------|--------|-------------------|
| Xevo TQ-S micro System                   |           |                                             |            |     |                   |        |                   |
| <i>With the following configuration:</i> |           |                                             |            |     |                   |        |                   |
| 1                                        | 176003468 | Xevo TQ-S micro                             | 527,200.00 | 1   | 527,200.00        |        | 527,200.00        |
| 2                                        | 176003469 | MS Ref Stds Xevo TQ-S micro                 | 1,600.00   | 1   | 1,600.00          |        | 1,600.00          |
| 3                                        | 176002526 | MassLynx Workstation with TL                | 26,300.00  | 1   | 26,300.00         |        | 26,300.00         |
| 4                                        | 668000419 | Monitor, Dell 27" UP2716D<br>Ultrasharp     | 1,800.00   | 1   | 1,800.00          |        | 1,800.00          |
| 5                                        | 176002669 | Scroll Pump Option                          | 17,200.00  | 1   | 17,200.00         |        | 17,200.00         |
| 6                                        | 176015008 | ACQUITY UPLC H-Class CM Core System         | 106,400.00 | 1   | 106,400.00        |        | 106,400.00        |
| 7                                        | 176001060 | ML 4.1 & Standard PC                        | 22,000.00  | 1   | 22,000.00         |        | 22,000.00         |
| 8                                        | 668000273 | MONITOR, Lenovo ThinkVision Flat<br>Panel   | 1,000.00   | 1   | 1,000.00          |        | 1,000.00          |
| 9                                        | 205000973 | Kit, ACQ H-Class Hexane/THF Mobile<br>Phase | 2,400.00   | 1   | 2,400.00          |        | 2,400.00          |
| 10                                       | 741000321 | TQD SYSTEM INSTALLATION CERT                | 19,600.00  | 1   | 19,600.00         |        | 19,600.00         |
| 11                                       | 750000523 | ACQ UPLC HClass Sys for Lab<br>Practitioner | 2,800.00   | 1   | 2,800.00          |        | 2,800.00          |
| 12                                       | 750000524 | Maintenance of ACQUITY UPLC H Class<br>Sys  | 1,300.00   | 1   | 1,300.00          |        | 1,300.00          |
| 13                                       | 750000530 | On-Site MS/App Training -ROW (3<br>Days)    | 17,500.00  | 1   | 17,500.00         |        | 17,500.00         |
| 14                                       | 750000611 | Xevo TQD Operation Training                 | 6,800.00   | 1   | 6,800.00          |        | 6,800.00          |
| 15                                       | 176003950 | Analytical LC-MS Solvent Install<br>Kit     | 2,518.00   | 1   | 2,518.00          |        | 2,518.00          |
| <b>Total</b>                             |           |                                             |            |     | <b>756,418.00</b> |        | <b>756,418.00</b> |

**Quotation**

**GPC - Xevo TQ-S micro System**

**Price Details in SGD**

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|                            |         |                   |
|----------------------------|---------|-------------------|
| System Discount            | 45.00 % | -340,388.10       |
| <b>Total excluding GST</b> |         | <b>416,029.90</b> |
| GST                        | 7.00 %  | 29,122.09         |
| <b>Total</b>               |         | <b>445,151.99</b> |

**Joanna Ang**  
Account Manager

**Julius Hiu**  
Sales Manager, Singapore

**Terms of Payment**

30 Days - document date

## Quotation

### GPC - Xevo TQ-S micro System

## Detail Product Descriptions

| Item | Part No. | Description |
|------|----------|-------------|
|------|----------|-------------|

|   |           |                        |
|---|-----------|------------------------|
| 1 | 176003468 | <b>Xevo TQ-S micro</b> |
|---|-----------|------------------------|

The Xevo® TQ-S micro is a sensitive but compact tandem quadrupole mass spectrometer featuring reliable performance with a wide dynamic range and high rates of data acquisition. Robust sensitivity is enabled by proven ZSpray™ and StepWave™ which facilitate the detection of analytes at low concentrations in complex matrices and enable low volume injections with consistent, precise and accurate results. Xtended dynamic range™ (XDR) technology provides accessible sensitivity and method transfer. The Xevo® TQ-S micro makes it easier to confidently quantify more analytes using reproducible high acquisition rates with Xcellerated Ion Transfer™ (XIT). Using RADAR, which enables rapid switching between MS full scan and MS/MS acquisition modes, analysts can understand sample complexity and improve method development.

The following items are included as part of the standard system:

Z SPRAY™ API interface#Dual orthogonal interface for robust LC/MS

Electrospray (ESI) inlet probe#for efficient ionisation of a wide range of compounds

ESCI™ ionisation capability#rapid switching source for both ESI and APCI in the same run

IntelliStart™ fluidics#Automated tuning, calibration and method development

TargetLynx XS™ #Application manager (requires license as provided with PC, below)

OpenLynx™ #Application manager (requires license as provided with PC, below)

The standard system does not include the following items, which must be specified separately:

Additional inlet probes and ion source options (detailed below).

Acquisition PC data system and monitor

Additional Workstation data system terminals.

Printers.

Additional MassLynx™ options (detailed below).

Vacuum backing pump options (rotary or oil-free combinations)

HPLC systems or other inlet options.

#### 1. Z SPRAY™ API INTERFACE

This instrument is equipped with an atmospheric pressure ionisation (API) LC interface. The source and spraying elements are visible through a transparent window in the enclosure and are easily accessible via a quick-release mechanism. The source elements may be wiped clean in situ or removed for cleaning without the need for tools and without breaking vacuum. The nebulized spray is orientated orthogonally and positioned off axis for maximum source longevity and analyser protection against 'dirty' samples. The source also includes facilities for de-clustering ions formed at atmospheric pressure. Positive and negative capability is included. Positive ion, negative ion and ESCI™ capability is available as standard (allowing rapid switching between ESI and APCI, positive and negative in the same run). All source voltages and gases are under data system control.

#### 2. INTELLISTART™ FLUIDICS

The instrument is equipped with an on-board infusion system capable of delivering reference solutions from 3 built-in vial locations. The on-board fluidics system is controlled by the IntelliStart software to provide automated instrument setup, mass calibration and method development. The reference solutions are delivered via switching valves for either direct or combined (into an LC flow) infusion into the API source. The valves can in addition be programmed from the software to function as an LC flow divert. If required, the fluidics can be controlled manually via the system Console.

#### 3. TANDEM QUADRUPOLE ANALYSER

The instrument is equipped with two high performance quadrupole mass analysers with inter-element beam focusing and a

## Quotation

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## Detail Product Descriptions

| Itm | Part No. | Description |
|-----|----------|-------------|
|-----|----------|-------------|

mass range of 2-2000 amu. Pre-filters are fitted to the mass analysers to maximise resolution and transmission. The pre-filters also eliminate the need for cleaning of the quadrupole mass analysers. All lens and analyser voltages are digitally controlled. Analyser parameters may be programmed with respect to mass for optimal performance. Analyser parameters used for data acquisition are automatically recorded and appended to the relevant data file.

#### 3. StepWave" ION TRANSFER OPTICS

This instrument is equipped with patented, off-axis StepWave " ion transfer optics. Uniquely the StepWave technology both dramatically increases the efficiency of ion transfer from the ion source to the quadrupole MS analyser at the same time as efficiently eliminating undesirable neutral contaminants. The technology employed allows Xevo TQ-S micro to deliver unprecedented levels of sensitivity, speed, and selectivity.

#### 4. COLLISION CELL

The collision cell can be operated as a high efficiency travelling wave (T-Wave) device for collision induced dissociation. The travelling wave enables rapid cell clearance and refill for fast MRM transition switching while maintaining optimum signal to noise.

##### T-Wave" :

The cell can be operated as a high efficiency travelling wave (T-Wave) device for collision induced dissociation. The travelling wave enables rapid cell clearance and refill for fast MRM transition switching while maintaining optimum signal to noise.

##### RADAR" :

An information-rich acquisition approach that allows you to collect highly specific quantitative MRM data for target compounds while providing additional spectral data to help visualize all other components in the sample.

#### 5. VACUUM SYSTEM

Clean, differentially pumped, automated vacuum system comprising:

Air-cooled Pfeiffer splitflow turbomolecular drag pump evacuating both the source & analyser.

Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.

The backing option must be ordered separately (See Backing Pump Options for part numbers and descriptions)

#### 6. DETECTOR - Xtended Dynamic Range" (XDR)

The instrument is equipped with a low noise dynolite photomultiplier detector. The detector is positioned after the second analyzer. A High Voltage conversion dynode and phosphor are positioned at 90° off-axis to the analyser for the elimination of neutral noise. The detector features novel, integral focusing optics, which provides a detection efficiency approaching 100% for single ions. New XDR electronics incorporate 40 MS/s and 16 bit ADC to increase the dynamic range. The photomultiplier is enclosed in its own vacuum envelope for long life. The detector operates in both positive and negative ion mode, which can be switched rapidly under software digital control.

#### 7. MASSLYNX" SOFTWARE / MS Workstation

The MS Workstation and MassLynx" 4.1 License for the application software for instrument control, data acquisition and processing must be ordered separately (See MS Workstation Variant Configurator section for part numbers and descriptions) Post acquisition processing and general data manipulation can be carried out by an additional computer workstation and software installation (See the MassLynx" Process-only Workstations section of the MassLynx Variant configurator 176706000).

## Quotation

### GPC - Xevo TQ-S micro System

## Detail Product Descriptions

| Itm | Part No.  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2   | 176003469 | <b>MS Ref Stds Xevo TQ-S micro</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3   | 176002526 | <b>MassLynx Workstation with TL</b><br>MassLynx" Workstation with License<br>MassLynx Application Software License includes key discs for TargetLynx" and OpenLynx"<br>Lenovo ThinkStation P510 Series with Windows 7 Professional 64<br>Processor: Intel® Xeon® E5-1630 v4 Processor (3,7GHz 4c); Operating system: Windows 7 Professional 64 - bit (US English); Form factor: Tower 4x6 Mechanical; Motherboard: P510 - TPM Enabled; Total memory: 64 GB; Video adapter: NVIDIA K620 (2GB DP), DP -To - DPI Video Converter; Audio adapter: Integrated Audio; RAID: Internal RAID - Not Enabled; Flash - 1x 512GB Hard drive: 2x 4TB SATA 2.5" Hard Drive - 7200 rpm, 1x 6TB 2.5" Hard Drive - 7200 rpm; First optical device bay: Lenovo 16x DVD +/- RW Dual Layer (Windows 7); Networking: Integrated Ethernet 10/100/1000, 1x Intel i350-t2 Ethernet 10/100/1000; Keyboard: Lenovo USB Preferred Pro Full Size Keyboard - US Euro; Pointing device: Lenovo Optical Wheel Mouse - USB Primax 400 DPI; Line Cord: US; Language Pack: English; System Warranty: Non-Return HDD - 4 Year Warranty US/EMEA/AP, Four year on-site warranty (parts and labour); Monitor: None; Printer: None |
| 4   | 668000419 | <b>Monitor, Dell 27" UP2716D Ultrasharp</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5   | 176002669 | <b>Scroll Pump Option</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6   | 176015008 | <b>ACQUITY UPLC H-Class CM Core System</b><br>ACQUITY UPLC H-Class Column Manager Core System- 2 Columns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7   | 176001060 | <b>ML 4.1 &amp; Standard PC</b><br>ML 4.1 & Standard PC<br>MassLynx 4.1 Application Software<br>Multi-tasking suite of analytical applications and instrument management software operating in Microsoft Windows environment.<br>MassLynx includes:<br>Mass Spectrometer Control Software<br>a) Data acquisition formats.<br>Scan data can be acquired to file in the following formats:<br>Centroided data acquisition.<br>Profile data acquisition.<br>Multi Channel Analysis (MCA) data acquisition.<br><br>b) MS acquisition functions.<br>The following data acquisition functions are available:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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### GPC - Xevo TQ-S micro System

## Detail Product Descriptions

| Itm | Part No. | Description |
|-----|----------|-------------|
|-----|----------|-------------|

MS scanning.  
MS selected ion recording.  
Polarity mode switching.  
Ionisation mode switching (ESCI)  
External contact start/stop/events.  
Analogue channel acquisition via a SATIN module.

c) Tuning Utilities.

The system features easy-to-use automated and manual tuning and calibration software tools. Tuning parameters include:

Ionisation mode and polarity.  
MS acquisition.  
All ion source parameters.  
All lens voltages.  
MS1 resolution.  
MS1 ion energy.  
Photo-multiplier gain.

d) Inlet Control Software

Integrated control of specific Waters LC, autosampler and detector systems  
Third party LC and autosampler systems from specified vendors

e) Data processing and review:

Spectrum Review and Processing  
Chromatogram Review and Processing  
3-D Contour plotting  
Spectral library search facilities (user defined or commercial libraries)  
Batch processing of qualitative and quantitative sample sets:

OpenLynx Application Manager

OpenLynx Processing provides summary reports for groups of samples. OpenLynx methods may be configured to include:

- 1) Analytes found/not found.
- 2) Purity
- 3) Probable elemental composition (with Exact Mass Measurement Instrumentation)
- 4) Chromatograms
- 5) Spectra. OpenLynx reports are portable and may be viewed (read-only) with optional Browser utility without MassLynx software.

License to operate software on one workstation.

Lenovo ThinkStation C30 with Windows 7 Professional 64

Processor: Intel® Xeon® E5-2620 Processor (2.0GHz 6c); Operating system: Windows 7 Professional 64 - bit (US English);  
Form factor: Tower 4x6 Mechanical; Motherboard: C30 - TPM Enabled; Total memory: 8 GB ECC PC3 UDIMM 1333MHZ (4 x 2GB); Video adapter: NVIDIA Quadro 400 (512MB DVI+DP), DVI -To - VGA Video Converter; Audio adapter: Integrated Audio; RAID: Internal RAID - Not Enabled; First hard drive bay: 2TB SATA 3.5" Hard Drive - 7200 rpm; First optical device bay: Lenovo 16x DVD +/- RW Dual Layer (Windows 7); Networking: Dual Integrated Ethernet 10/100/1000; Keyboard:

## Quotation

### GPC - Xevo TQ-S micro System

## Detail Product Descriptions

| Itm       | Part No.         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                  | Lenovo USB Preferred Pro Full Size Keyboard - US Euro; Pointing device: Lenovo Optical Wheel Mouse - USB Primax 400 DPI; Line Cord: US; Language Pack: English; System Warranty: Non-Return HDD - 3 Year Warranty US/EMEA/AP, Three year on-site warranty (parts and labour); Monitor: None; Printer: None                                                                                                                                                                          |
| <b>8</b>  | <b>668000273</b> | <b>MONITOR, Lenovo ThinkVision Flat Panel</b><br>Monitor, Lenovo Thinkvision Flat Panel<br>17 inch monitor                                                                                                                                                                                                                                                                                                                                                                          |
| <b>9</b>  | <b>205000973</b> | <b>Kit, ACQ H-Class Hexane/THF Mobile Phase</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>10</b> | <b>741000321</b> | <b>TQD SYSTEM INSTALLATION CERT</b><br>Waters TQ Detector MS System Installation<br>Includes:<br>-System Set up and Specification Testing<br>-Product Familiarization Training<br>-1 Year Manufacturers Warranty<br>- Insight Remote Intelligent Services                                                                                                                                                                                                                           |
| <b>11</b> | <b>750000523</b> | <b>ACQ UPLC HClass Sys for Lab Practitioner</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>12</b> | <b>750000524</b> | <b>Maintenance of ACQUITY UPLC H Class Sys</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>13</b> | <b>750000530</b> | <b>On-Site MS/App Training -ROW (3 Days)</b><br>On-Site MS/Application Training - ROW (3 Days)                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>14</b> | <b>750000611</b> | <b>Xevo TQD Operation Training</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>15</b> | <b>176003950</b> | <b>Analytical LC-MS Solvent Install Kit</b><br>Analytical LC-MS Solvent Install Kit<br>The Analytical LC-MS Solvent Install Kit is intended to assist in effectively installing new LC-MS systems by minimizing sources of possible contamination. This kit includes the LC-MS Grade Solvent Kit (186008715) as well as the Waters Certified Container Kit (186007088). Additional kit components also include a formic acid additive, aqueous ammonia additive and nitrile gloves. |

**Quotation**

**GPC - Xevo TQ-S micro System**

**Detail Product Descriptions**

| <b>Itm</b> | <b>Part No.</b> | <b>Description</b> |
|------------|-----------------|--------------------|
|------------|-----------------|--------------------|

Note: Because this is a hazardous material and GHS requirements vary from country to country, Waters Corporation is only able to ship this item to specific countries worldwide. If the destination for this order (i.e. the ship to country) is changed to a non-permitted country at any point after this quote was generated, this item will be excluded from the final order.

## Quotation

### GPC - Xevo TQ-S micro System

## General Sales Terms and Conditions

1. General  
Waters Pacific Pte Ltd ("Seller") hereby agrees to sell the products to buy upon the terms and conditions set forth herewith. Seller shall not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and the Seller acknowledges such notification in writing.
2. Price
  - a. Unless otherwise agreed at the time of sale, the price stated is ex-works and exclusive of Goods & Services Tax which shall be chargeable in addition upon supply of goods.
  - b. All quotations and estimates used by Seller are, unless otherwise stated, based on current costs and are subject to amendment on or after acceptance of order by Seller to meet any rise in such costs.
  - c. Any variation to prices quoted as a result of government taxes and levies will be for the Buyer's accounts.
  - d. Written quotations automatically expire 30 calendar days from the date issued and are subject to termination by notice within that period. All orders based on written quotations are subject to Seller's acceptance at its office in 1 Science Park Road #02-01 The Capricorn, Singapore Science Park II, Singapore 117528.
3. Delivery
  - a. Stock items are processed for prompt delivery. Whilst there is no minimum order value there is a minimum charge in respect of packing, handling and delivery. Details of these charges are available on request.
  - b. Notwithstanding that the Seller and the Buyer may agree to deliver the goods at some specified place the delivery of goods to a carrier for the purpose of transmission to the Buyer is deemed to be a delivery of the goods to the Buyer and risk in the goods shall pass accordingly at the moment of delivery to the carrier.
  - c. Inspection and testing and/or installation of the goods is not provided by Seller unless otherwise agreed at the time of sale.
  - d. Seller retains ownership of the goods the property in which shall not pass to Buyer and Buyer shall keep any goods delivered to it as bailee for and on behalf of Seller until Seller has received payment of the price of all the goods (whether or not the goods are delivered in instalments and some have been paid for by Buyer pursuant to these terms) and until such time the Buyer shall store the goods separately or in some other way ensure that the goods are readily identifiable as the property of Seller and at Seller's request either shall deliver up to the goods to Seller or shall permit Seller to enter Buyer's business or other premises to repossess the goods and subsequently re-sell them.
  - e. The provisions of this clause 3(d) shall survive the determination of the contract for whatever reason.
4. Payment
  - a. Payment terms are strictly Net Cash 30 days after delivery of the goods, provided Buyer's credit has been approved or specified in the quote. If the Buyer's credit had not been established with Seller, terms are payment in advance.
  - b. All payments made by Buyer shall be made without any deduction of deferment in respect of any disputes or claims whatsoever and/or in respect of any taxes imposed by or under the authority of any government or public authority.
  - c. Where Seller does not receive payment of any of its invoices within 30 days of the date thereof interest shall thereafter accrue on the sum due and owing to Seller at the rate of 2% per month calculated on a daily basis without prejudice to Seller's right to receive payment within such 30 day period.
  - d. Time for payment shall be of the essence.
5. Confidentiality/Intellectual Property
  - a. Any order received by Seller will be treated as confidential and will not be disclosed or publicised to any third party for any reason without the prior written consent of Buyer. Neither shall Seller use Buyer's name or other identify for advertising or publicity purposes without Buyer's prior written consent.
  - b. The sale of the goods by Seller to Buyer does not confer any right or license upon buyer to use, exploit or otherwise utilise any intellectual property rights subsisting in or relating to the goods of which Seller is a proprietor or to which Seller is otherwise entitled.
6. Specifications  
The characteristics and specifications of Seller's products are documented in Seller's technical literature and are approximately only Seller reserves the right to change product specifications without prior notice.
7. Cancellation  
An order accepted by Seller may be cancelled only before delivery of the goods and only with the consent of Seller upon terms that Buyer will indemnify Seller against any loss incurred.
8. Return  
In no case are products to be returned without first obtaining the consent of the Seller. Only unused products as currently manufactured which have been invoiced by the Seller within 30 days will be considered for return. Products accepted for credit are subject to a 20 per cent service charge plus all transportation charges. Products built to order or not of the original manufacturer of the Seller are not subject to return for credit under any circumstances. Products must be securely packed to reach the Seller without damaged. No returns shall be authorised after 90 days following shipment to buyer.
9. Warranty  
The Products and/or services shall be covered by the applicable Waters' standard warranty, a copy of which is supplied with the Products and/or services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to the Buyer is merely illustrative of the general types and quality of goods and does not represent that the Products will conform to Waters applicable standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.
10. Termination
  - a. It prior to the delivery of the goods (or any instalment thereof) Seller has reason to believe that Buyer is unable to pay its debts or if Buyer enters into liquidation (other than for the purpose of effecting a reconstruction or amalgamation) whether compulsory or voluntary or compounds with or conveys a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt or ceases for any reason to carry on business, Seller may terminate the contract by notice in writing to Buyer.
  - b. Termination of the contract pursuant to Clause 10(a) shall not effect the accrued rights of the parties arising in any way out of such contract as of the date of termination.
11. Variation  
Neither Seller or Buyer shall be bound by any variation, waiver of or an addition to, those terms and conditions except as agreed by both parties in writing.
12. Time  
Seller will endeavour to dispatch the products on the promised delivery date but does not guarantee to do so.
13. Force Majeure  
Waters shall have no liability for failure to perform or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilisation, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes or labour disturbances.
14. Law  
The contract shall be deemed to have been made in Singapore and the Parties to the contract hereby submit to the jurisdiction of Singapore courts. Singapore law shall be the proper law of the contract.