

Customer:

Miss Siyu Guan
Hummingbird Bioscience Pte Ltd
Biopreneur 6 20 Biopolis #05-01, Centros
Singapore 138668

Email : s.guan@hummingbirdbio.com
Tel : 94570936

Rental Agreement, Alliance System

Quotation No. 22038960 - Expiration Date : 14.07.2019

General information

850435/11812881

Provider:

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

Email : Joanna_Ang@Waters.com

Quotation

Rental Agreement, Alliance 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
1	888006515	Convergence Rental Agreement, LC	2,000.00	6	12,000.00		12,000.00
2	WAT038306	Alliance HPLC Sys. Oper. & Maint. Course	2,780.00	1	2,780.00	-45.00%	1,529.00
3	741000104	UPLC/HPLC SYSTEM & SOFTWARE INSTALLATION	5,564.00	1	5,564.00	-45.00%	3,060.20
4	741000122	Decommissioning	394.00	4	1,576.00		1,576.00
Total					21,920.00		18,165.20

Total excluding GST	18,165.20
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GST	7.00 %	1,271.56
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Total	19,436.76
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Joanna Ang
Account Manager

Julius Hiu
Sales Manager, Singapore

Terms of Payment

NET 30 DAYS

Shipping Information

DDP

Quotation

Rental Agreement, Alliance System

Detail Product Descriptions

Itm	Part No.	Description
1	888006515	Convergence Rental Agreement, LC
2	WAT038306	Alliance HPLC Sys. Oper. & Maint. Course Alliance HPLC System Operation & Maintenance Course This course covers operation, maintenance, and troubleshooting of the Waters 2695 Separations Module, with emphasis on maintaining solvent and sample management technology
3	741000104	UPLC/HPLC SYSTEM & SOFTWARE INSTALLATION ACQUITY UPLC System Installation Includes: -System Set up and Performance Testing -Product Familiarization Training -1 Year Manufacturers Warranty - Insight Remote Intelligent Services
4	741000122	Decommissioning

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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 it's 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 personate 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.