RISIS

RISIS PRIVATE LIMITED

14 KUNG CHONG ROAD

#05-01 LUM CHANG BUILDING

SINGAPORE 159150

Registration No: 197902516H GST Number: M2-0035630-6

Supplier Details: Z50008

ZUELLIG PHARMA PTE LTD 15 CHANGI NORTH WAY #01-01 SINGAPORE 498770

Purchase Order

Order No: P2400003 Order Date: 2024-10-25

Rev: 0

Sold To: RISIS Ship To: RISIS Reference:

Ship To: RISIS

RISIS PRIVATE LIMITED
14 KUNG CHONG ROAD
#05-01 LUM CHANG BUILDING
SINGAPORE 159150

Grand Total (SGD):

1,342.53

Attention: FINANCE DEPT	Bill To: RISIS			
Credit Terms:	Buyer: lio			
PR No: R2400002, R2400006				
Remark:				

LINE	ITEM	DUE DATE	QTY	UM	CURRENCY	UNIT PRICE	TOTAL PRICE	
1	GG000578 TIGER BALM MOSQTO PATCH Supplier Item: TIGER BALM PATCH	2024- 11-25	24	PC	SGD	4.80	115.20	
2	GG022431 TIGER BALM 19.4G RED Supplier Item: TIGER BALM 19.4G RED	2024- 11-25	180	PC	SGD	2.72	489.60	
3	GG022822 TIGER BALM MOSQUITO SPY Supplier Item: TIGER BALM MOSQUITO SPY	2024- 11-25	120	PC	SGD	4.68	561.60	
4	GGN00529 TIGER BALM 19.4G WHITE Supplier Item: TIGER BALM 19.4G WHITE	2024- 11-25	24	PC	SGD	2.72	65.28	
Total: Total GST (9.00%):								

This order is placed with the supplier subject to the following conditions:

Terms and Conditions of Purchase

- The supplier's acceptance of this order is subject to our Standard Terms and Conditions which is on the next page of this document.
- The supplier will not, without first obtaining the written permission of RISIS Private Limited, in any way whatsoever
 advertise or publish the fact that the supplier has contracted to supply RISIS Private Limited the goods or services
 referred to in this order.

Standard Terms & Conditions of Purchase of Goods and Services

1. Acceptance of Terms

By accepting this Purchase Order (PO), the supplier agrees to the terms and conditions set forth herein. Any modifications to these terms must be agreed upon in writing by both parties.

2. Order Confirmation

Order confirmation may be sent via e-mail by the purchaser followed by the PO and the supplier must confirm receipt and acceptance of the PO within three business days. Failure to confirm within this timeframe may result in the cancellation of the PO.

3. Delivery

- a. The delivery date specified in the PO is of the essence. The supplier agrees to deliver the goods or services by the date specified.
- b. The supplier must notify the purchaser of any anticipated delays as soon as possible.

4. Price and Payment

- a. The price specified in the PO is fixed and not subject to adjustment unless otherwise agreed in writing.
- b. Where applicable, charges such as mold fee should be included in the same invoice.
- c. Payment terms are net 30 days from the date of receipt of a valid invoice.
- d. Invoices must reference the PO number and be sent to the address specified in the PO.
- e. Each party shall bear the T/T charges by both sides respectively (i.e. the supplier will bear the charges imposed by its bank whilst RISIS will bear the charges imposed by our bank).

5. Inspection and Acceptance

The purchaser reserves the right to inspect the goods or services upon delivery. The purchaser may reject any items that do not conform to the specifications set forth in the PO or that are otherwise defective.

6. Title and Risk of Loss

Title and risk of loss for the goods shall pass to the purchaser upon delivery and acceptance at the designated delivery location.

7. Warranties

The supplier warrants that all goods and services provided under this PO shall be free from defects in material and workmanship, and shall conform to the specifications, drawings, and descriptions provided. The supplier shall provide warranty with validity of minimum 1 year from the date that QC acceptance or report has been shared from the purchaser.

8. Return & Refund Policy

For returns of defects (which is due to manufacturing faults), RISIS shall consolidate the items and ship them to the supplier and shipping cost to be borne by the supplier.

For refunds, if the supplier is unable to repair the disputed items, the supplier shall refund 100% the cost price of the defects to RISIS.

9. Failure to Supply

If the supplier is unable (or anticipates an inability) to manufacture or deliver all or a portion of a Product or Service to RISIS as required by a confirmed or accepted Purchase Order, the supplier shall promptly notify RISIS in writing of the period for which such inability (or anticipated inability) to so manufacture or deliver is expected (an "Anticipated Inability to Deliver"). For avoidance of doubt, so long as the supplier uses Commercially Reasonable Efforts and the anticipated inability is a force majeure event, the supplier shall not be in breach of the Purchase Order(s) affected. However, if the supplier has breached the Purchase Order, it shall be liable to compensate RISIS for the failure to fulfil the affected Purchase Order(s). The compensation shall be the costs and damages that RISIS has to incur to replace the scope of work of the supplier.

10. Indemnification

The supplier agrees to indemnify and hold harmless the purchaser from and against any claims, damages, or liabilities arising out of any breach of these terms or any negligence or wilful misconduct by the supplier.

11. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of performance under this PO and to use such information only for the purposes intended.

12. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this PO due to events beyond its reasonable control, including but not limited to acts of God, war, or natural disasters.

13. Termination

- a. The purchaser may terminate this PO for convenience with 7 days' written notice.
- b. The purchaser may terminate this PO for cause if the supplier fails to perform its obligations in accordance with these terms and conditions.

14. Governing Law

This PO shall be governed by and construed in accordance with the laws of the state of Singapore, without regard to its conflict of laws principles.

15. Dispute Resolution

Any disputes arising out of or in connection with this PO shall be resolved through mediation or arbitration in Singapore, and the prevailing party shall be entitled to recover reasonable attorney's fees.

16. Entire Agreement

These terms and conditions, together with the PO, constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or oral.

17. Severability

If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18. Amendments

Any amendments or modifications to these terms and conditions must be made in writing and signed by authorized representatives of both parties.