



YURAKU®

General Terms and Conditions, valid from 1st of January 2006

This version of General Terms and Conditions replaces all previous issues of Yuraku PTE LTD General Terms and Conditions

YURAKU PTE LTD

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WIRE TRANSFERS

All international customers are required to pay by wire transfer. Wire transfers may be received only if the customer has already contacted their YURAKU Sales representative and received the Sales order confirmation/ pro forma invoice.

Due to routine service charges implemented by the corresponding banks when processing international T/T, the amount received by YURAKU can be different than the amount sent at origin. Please insist that the bank specifies your company's name and the sales order confirmation or pro forma invoice number on the receiving bank's "wire transfer instructions" so we can identify the incoming payment.

If this information is not mentioned in your payment delay of shipment is possible.

Thank you in advance for the cooperation.

BANK DETAILS

The Hong Kong and Shanghai Banking Corporation Limited
Collyer Quay Branch
02-01 HSBC Building
049320 Singapore

SGD: 141-019141-001
USD: 260-056197-178
GBP: 260-056197-179
EUR: 260-056197-180

Swift: HSBCSGSG

United Overseas Bank Ltd. Head Office
80 Raffles Place #12-00 UOB Plaza 1
048624 Singapore

SGD: 352-328-248-2
USD: 352-902-884-7
GBP: 352-902-449-3
EUR: 352-902-293-8

Swift: UOVBSGSG

The General Terms and Conditions shall constitute an integral part of any offer made by Yuraku Pte Ltd (Yuraku) to sell goods and services. Any additional or different terms or conditions proposed by the Customer shall not be valid, unless they are made in writing and are accepted by both parties.

ORDER ACKNOWLEDGEMENT

No order placed by the Customer, regardless of whether a deposit has been accepted, shall be binding upon YURAKU until a credit review has been completed, and an authorized representative of YURAKU has accepted the order, which includes that the Customer has been established as a customer at YURAKU. It is the customer's responsibility to provide all relevant and necessary information to conduct a legal business relation and to update this on a regular basis. YURAKU cannot be held responsible for any missing or faulty information provided by the customer. All sales shall be made only upon the terms and conditions set forth herein. By accepting the Products, the Customer shall be deemed to have agreed to the terms and conditions set forth in the invoice or any other subsequent document forwarded by YURAKU, notwithstanding any terms contained in any prior or later communication from the Customer and regardless of whether YURAKU specifically or expressly objects to any such terms.

The terms and conditions set forth herein may in some instances conflict with some of the terms and conditions set forth in the purchase order or any other document or any other communication from the Customer. This shall not be regarded as a waiver of any of the terms hereof. A duly authorized manager of YURAKU must agree to any changes in the terms and conditions set forth herein in writing before they become binding on either the Customer or YURAKU.

ORDER CANCELLATION

All orders placed, where an order confirmation has been issued by YURAKU, shall be binding on the Customer and cannot be cancelled, unless specifically agreed with an authorized representative from YURAKU. If the Customer wants to cancel an order for any reason and without limiting any other remedy that YURAKU may have as a result of such change or cancellation, the Customer shall pay to YURAKU

A reasonable cancellation or restocking charge to cover the costs incurred by YURAKU with A fee of 10% of the order value.

OFFERS

Unless otherwise stated, all prices quoted by YURAKU are based on SGD, USD, GBP or Euro exclusive of all taxes and fees and are based on ex works.

TRANSPORT & INSURANCE

Transport and insurance shall be provided by a common carrier, at the Customer's risk and expense, with the charges for this being added to the quoted prices, unless otherwise specified in writing. Should the delivery time be postponed by the Customer YURAKU shall have the right to adjust the price of the undelivered goods to current YURAKU prices, or current market prices at the time of shipment.

TAXES

Any sales, use or manufacturer's tax that may be imposed upon the sale or use of the goods, or any property tax levied after the goods are ready for shipment, or any excise tax license or similar fee required under this transaction, shall be paid by the Customer in addition to the quoted prices. If the Customer is exempt from any taxes, the Customer shall provide YURAKU with a tax exemption certificate accepted by the tax authority. For all sales of products to be used inside Singapore, or where export of the goods does not follow the common routes, Singapore GST will be added.

PAYMENT TERMS

Unless otherwise agreed, the terms are: wire transfer in advance. All charges are payable in the agreed currency, according to the invoice. Bank charges will be paid by the client if the amount received on the account is not accordingly the invoice amount.

RETENTION OF TITLE

YURAKU shall reserve and retain the title to the goods delivered under the General Terms and Conditions until YURAKU receives all outstanding payments from the Customer. The Customer shall be responsible for taking out insurance for the goods and keeping the goods insured until payment has been settled.

DELIVERY, RISK OF LOSS AND SHIPMENT

Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of the Customer's order. Unless otherwise agreed in writing, delivery shall be complete upon transfer of possession to common carrier, ex works shipping point, upon which all risk of loss of, damage to or destruction of the goods shall pass to the Customer. Unless otherwise agreed in writing, the means of shipment will be at the discretion of YURAKU. The right to make part shipments and to submit invoices for part shipment is reserved at discretion of YURAKU.

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RETURN POLICY

All returns are subject to a 20% restocking charge. No returns will be accepted by YURAKU unless accompanied by a YURAKU Return Material Authorization (RMA) number and unless they are shipped freight prepaid by the sender to YURAKU. In case of incorrect shipment or goods that are damaged during the shipment, YURAKU must be informed in writing within twenty-four (24) hours after receipt of the goods.

To obtain credit for returned goods, the Customer must obtain an RMA number within seven (10) days of the invoice date. The returned goods must be in an original condition upon receipt by YURAKU. Credit for any returned goods will be eighty-six percent (80%) of the invoice amount.

UNCONTROLABLE EVENT

YURAKU will make every effort to complete shipment, but shall not be liable for any losses or damages, or for any delay of a delivery, arising out of circumstances beyond its reasonable control, including, but not limited to, fire, acts of God, and acts of government, war or compliance with any government rules or regulations.

WARRANTY

Unless otherwise agreed in writing, YURAKU warrants the goods sold hereunder against defects in the normal use thereof that arise solely from faulty materials or workmanship for a period equal to the OEM manufacturer's or vendor's warranty after delivery thereof. No warranty extended by YURAKU shall apply to any goods that have been modified or altered by persons other than YURAKU authorized personnel, or to goods that are defective due to misuse, neglect, improper installation, soldering or accident, or to goods sold as "used". It is the customer's responsibility to ensure that the necessary information regarding warranty is properly checked, using the OEM manufacturer or vendor's normal communication method or YURAKU's web site, where links to the manufacturer's or vendor's web sites can be found. YURAKU has no responsibility for the contents of the web site.

The foregoing warranty and the Customer's exclusive remedy hereunder will be a refund of the Customer's purchase based on the market price of the day after receipt of the Products and in accordance with the acceptance of the RMA. If the customer chose to use the OEM manufacturer or vendor's RMA service, the respective manufacturer's or vendor's RMA procedure will be in force, and YURAKU has no responsibility in this respect.

There shall be no representations or warranties of any kind by YURAKU or any person who is an agent, employee or other representative

or affiliate of YURAKU express or implied with respect to the condition or performance of any product, their merchantability or fitness for a particular purpose or with respect to any other matter relating to any products.

LIABILITY

Except for the Customer's sole and exclusive remedies set forth in the foregoing paragraph, YURAKU shall have no liability or obligation to the Customer or any other persons for any claim, loss, damage or expense of any kind caused in full or in part - directly or indirectly - by the inadequacy of the Products for any purpose, any deficiency or defect in any of the Products whether or not covered by any warranty, the use or performance of any of the Products, and interruption or loss of service use or performance of any of the Products or any special, direct, indirect or consequential damage or loss without limitation, personal injury or loss of business or profits, or other damage, regardless of whether the Customer has informed YURAKU of the possibility or likelihood of such damage or loss or any other damage or loss.

The Customer agrees to indemnify and compensate YURAKU for any and all liabilities, loss, cost or damage described in the preceding sentence, except for the sole and exclusive remedies set forth in the foregoing paragraph, from claims from any party or parties (including without limitation, claims by the Customer's customers, employees, contractors, subcontractors and agents or their respective employees and workers' compensation insurance companies) for personal injuries or death or damage to property (tangible and intangible) arising out of the existence or use of the Products or any defect in the Products, whether or not such liability, loss, cost or damage is incurred in full or in part by any actual or alleged act or omission by YURAKU, its representatives, employees, subcontractors, vendors or suppliers, or by any defect in the Products, regardless of whether it is contended that YURAKU contributed thereto in full or in part or was responsible for this by reason of a non-delegable duty. YURAKU reserves the right to grant credit for the value of the goods found to be defective under the terms of the warranty. This warranty shall be granted on the express conditions that

(1) Immediate written notice of any defect shall be given to YURAKU and (2) YURAKU's inspection reveals that Customer's claim is valid under the terms of the warranty.

LIMITATION OF LIABILITY

In no event shall YURAKU be liable for any loss of use, revenue, profit, custom, or for any direct, indirect consequential or punitive damages, arising out of, connected with, or resulting from the sale or use of the goods delivered here under.

PATENTS, TRADEMARKS AND OTHER CLAIMS

Should the Customer receive a claim that any goods delivered hereunder, or any parts thereof, infringe upon the rights of others, the Customer shall notify YURAKU immediately in writing, and the Customer shall provide YURAKU with information, assistance, cooperation and exclusive authority to evaluate or defend or settle such claims.

YURAKU shall then, at its option, defend or settle such claims, obtain for the Customer the right to use the goods, remove or modify the goods to avoid infringement or remove the goods and refund the purchase price, less reasonable depreciation. However, should a claim be made that any goods sold hereunder, or any parts thereof, which were traded by YURAKU pursuant to specifications or requirements provided by the Customer, infringe upon the rights of others, the Customer shall indemnify and compensate YURAKU for any liability or reasonable expense.

Any product that is part of or has been incorporated in the goods sold hereunder shall be delivered subject to the manufacturer's patent and/or warranties, if any, and without warranties expressed or implied by YURAKU.

DISCLOSURE

Any specifications, data, designs, software parts, compositions or other technical information supplied by YURAKU to the Customer in connection with the sale of goods shall remain YURAKU's or YURAKU's partner's property and shall be treated as confidential by the Customer. Such information shall not be reproduced or disclosed to any other parties without YURAKU's prior written consent, unless the material is common public knowledge.

ARBITRATION

Any dispute or claim arising out of or relating to the sales or the breach thereof in agreements shall be settled by arbitration in accordance with Singaporean law, and judgment upon award rendered by the arbitrator(s) may be entered in a Singapore court having jurisdiction thereof.