



TERMS AND CONDITIONS

1. Acceptance:

Pinnacletech products can be purchased by executing a verbal order with email supporting (for Singapore only) or a written purchase order found on our website. A confirmation is provided on all orders received. Upon a buyer placing a purchase order either written or verbal with email supporting (for Singapore only) and Pinnacletech acceptance of that order, the Terms and Conditions of Sale set forth in this document are agreed upon by the buyer and are considered in effect. Pinnacletech does not accept any other conditions governing the sale of products unless otherwise accepted by Pinnacletech in writing before order is placed.

2. Prices and Terms of Payment:

Orders are accepted subject to Pinnacletech's published selling price or written quotation in effect at the time of product order. Payments are to be made in Singapore Dollars collectable at par at a Singapore Bank. Payment in full is expected at the time of product shipment unless other terms or arrangements have been agreed upon by Pinnacletech. Pinnacletech offers customers the following payment options:

- **COD:** (Singapore Customers Only)
- **NET 30/45:** (Singapore Customers Only)
- **Prepay Telegraphically Transferred** (Overseas Customers Only)

NET 30/45: (Singapore Customers Only)

Invoices must be paid WITHIN 30/45 DAYS of the invoice date. Pinnacletech offers Net 30/45 terms to companies who pay their invoices within Net 30/45 terms.

Prepay by Telegraphically Transfer:

Please contact Pinnacletech for a Performa invoice total which will include shipping costs and any other applicable charges (if any). An additional wire transfer fee will be charged to cover the bank fee. All in/out bank charges will be borne by Buyer. As soon as Pinnacletech receives confirmation from our bank we will build and ship your order.

ALL DUTIES & TAXES ARE THE CUSTOMER'S RESPONSIBILITY.

3. Right of Refusal:

Pinnacletech reserves the right to refuse any order or purchase order, verbal or written, that it deems to be unreasonable or stipulates Terms and Conditions of Sale that are in conflict with Pinnacletech's standard Terms and Conditions of Sale or for any reason at the discretion of Pinnacletech.

4. Cancellation and Charges:

Each order is built to the customer's specifications. Many shipments are released to the factory for assembly within hours of the order being placed. Therefore, depending on the manufacturing status and nature of the request, order cancellation or changes may not be allowed or may incur additional restocking charges.

5. Singapore Sales Taxes:

Currently Pinnacletech is not registered under the GST registered business. All Price quoted for Pinnacletech's products do not include Singapore goods and services taxes (GST).

6. International Duties & Taxes:

Pinnacletech product pricing or shipping costs do not include international duties and taxes. Any charges for customs clearance, import duties and taxes are payable by the recipient. Customs policies vary widely between countries. The rates are determined by the customs brokers for each country and paid by recipient upon arrival of goods. Pinnacletech cannot determine what these fees may be and is not liable for any import duties or taxes. Please contact your local customs office for further information.

7. Shipping:

All shipments are FOB (Free On Board) Pinnacletech's facility in Singapore. For domestic customers, Pinnacletech offers ground shipping methods. International orders may be shipped by DHL unless otherwise defined by customer at time of order. Shipping charges are borne by customer unless otherwise indicated in the term and condition of Sales Quote. All shipping and insurance costs are the buyer's sole responsibility. Shipping or delivery dates are not guaranteed, but are based upon best information available at the time and are subject to change without notice. Pinnacletech will not be held responsible for any costs, damages or fees relating to parts arriving earlier or later than quoted. Special requirements for packaging must be identified at the time of order and may be subject to additional charges. Pinnacletech assumes no liability beyond delivery of shipment to the carrier. Claims for damage during shipping should be made to the carrier.

8. Returns:

An RMA (Return Material Authorization) number is required to return any product to Pinnacletech. RMA numbers are only issued by Pinnacletech's sales group and must be clearly marked on the outside of the returned material package. Shipping charges must be prepaid for any returned materials. International RMAs must state that the product is returning to the 'Country of Origin' on all returned paper work in order to avoid additional customs fees. A RMA form is to be fully completed with detail of the parts, serial number, reason for rejection, list of item and accessories returned and faxed or email to the Sales Department. A copy of the RMA form can be obtained from the website at www.pinnacletech.biz

9. Repairs:

If it is necessary to return product for repair, include a valid purchase order number, return billing and shipping instructions, as well as a contact name and telephone number. Also, include a brief description of your application and information regarding the problem with the product. All shipping charges on returned products must be prepaid. All repairs are FOB Pinnacletech's Office.

10. Warranty:

Pinnacletech warrants its products against defects in materials and workmanship (according to Pinnacletech's published minimum/maximum specifications) for one year from shipment. Orders are built to the customer's specifications; therefore, a restocking charge may be applied for cancellations, order changes, and returns unless due to a manufacturer's error. Authorization must be obtained before returning parts. If Pinnacletech receives notice of such defects during the warranty period, Pinnacletech will, at its option, either repair or replace products which prove to be defective or refund the purchased price upon prompt authorized return of the product to Pinnacletech. This warranty does not apply to defects resulting from: damage caused by customer, unauthorized modification or misuse, or operation outside Pinnacletech's published specifications for the product or shipping damages.

11. Liability:

Pinnacletech's products are not intended for applications where a failure could result in a costly, dangerous, or life threatening situation. Pinnacletech will not be held responsible for damages or losses greater than the cost of the Pinnacletech replacement parts. No other warranty, guarantee, or representation is expressed or implied. In no case shall Pinnacletech be liable for consequential, general or special damages. Pinnacletech's liability shall be limited at its sole discretion to repair, replacement, or purchase price refund only after product is returned in accordance with return policies. Pinnacletech is not responsible for any warranty service expense other than that performed by Pinnacletech's Engineer.

12. Delays:

Pinnacletech shall not be held responsible for delay if caused by or arising directly or indirectly from fires, floods, earthquakes, substantial damage to its plant, accidents, riots, acts of God, open hostilities, declarations of national emergencies, war, government interferences or embargos, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies or any other cause or causes beyond its control.

13. Inspection and Acceptance:

Products shall be deemed finally inspected and accepted with in (7) days after receipt unless notice of claim is given in writing to Pinnacletech.

14. Life Support:

Pinnacletech's products are not authorized for use as critical components in life support devices or systems without the express written approval of an authorized Manager of Pinnacletech. As used herein: 1) Life support devices or systems are devices or systems which (a) are intended for surgical implant into the body, or (b) support or sustain life and whose failure to perform when properly used in accordance with instructions for use provided in the labeling can be reasonably expected to result in a significant injury to the user; 2) A critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

15. Confidentiality:

Pinnacletech considers information about our customers an important part of our business. Confidential customer information is not provided to others without the consent of that customer.

16. Law Governing:

The Terms and Conditions of Sale shall be governed by and construed under the laws of Singapore.