



# JUNNIMED SERVICES PRIVATE LIMITED

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## Purchase Order Terms and Conditions

### 1. Acceptance of Purchase Order

The Supplier's acceptance of this Purchase Order ("PO") is indicated by the delivery of the goods or services described in this PO, or by the Supplier's written acknowledgment of the PO. Acceptance shall be subject to the terms and conditions outlined in this PO, which are aligned with all applicable national and international quality standards, industry regulations, and legal requirements, including but not limited to ISO, safety, environmental, and labeling standards.

### 2. Quality Assurance and Documentation

The Supplier shall provide all necessary documentation related to the quality, traceability, and testing of the goods, including certificates of conformity, test reports, and compliance with relevant regulatory standards. The Supplier agrees to maintain full traceability of the goods supplied, including batch or lot numbers, and to provide documentation on demand.

### 3. Price

For local purchases, the price stated in this Purchase Order (PO) includes all applicable taxes and duties within Singapore, with shipping costs applying only to purchases exceeding the minimum amount of delivery; otherwise, self-collection will be required. For overseas purchases, the price excludes taxes, duties, and freight charges, which are the responsibility of the buyer unless otherwise specified in the PO or agreed upon in writing. Any applicable taxes, customs duties, or import fees will be the buyer's responsibility, and the price will remain fixed for the duration of the contract unless mutually agreed upon in writing.

### 4. Delivery and Shipment

The Supplier agrees to deliver the products in accordance with the specified delivery date. All goods should be packed in suitable materials to prevent damage during transit. The Supplier shall be responsible for ensuring timely delivery as per the agreed shipping terms. Any delays in delivery must be communicated in advance, and the Supplier shall bear responsibility for any associated costs resulting from late delivery. All shipping charges, customs duties, and taxes shall be borne by the Supplier unless otherwise agreed.

### 5. Inspection and Acceptance

The Buyer reserves the right to inspect all goods and services upon receipt. If the goods do not conform to the specifications or are defective, the Buyer may reject them and request a replacement or refund. Acceptance will occur only after a successful inspection and verification that the goods conform to the specifications and quality requirements.

### 6. Defective or Non-Conforming Products

The Buyer may reject or return any defective or non-conforming products at the Supplier's expense. The Supplier shall, at its discretion, either replace the defective products or refund the purchase price. The Supplier shall also bear any costs incurred due to the return of goods.

### 7. Warranty

The Supplier warrants that the goods will be free from defects in materials and workmanship and will conform to the specifications and applicable regulatory requirements. The warranty period will be based on product warranty by the supplier, starts from the date of delivery. If defects are found within the warranty period, the Supplier shall, at its own expense, repair or replace the defective goods.

### 8. Records and Documentation

The Supplier must maintain records and documentation related to the manufacturing and quality control of the goods supplied for a period of at least five years from the date of delivery. These records must be made available to the Buyer or any regulatory authority upon request.

### 9. Confidentiality

Both parties agree to maintain confidentiality regarding any proprietary or sensitive information, including but not limited to product designs, specifications, and business operations, disclosed during the course of this PO. The Supplier shall not disclose any such information to third parties without prior written consent from the Buyer.

### 10. Indemnity and Liability

The Supplier agrees to indemnify and hold harmless the Buyer from any claims, damages, liabilities, or expenses arising from the use or sale of the goods, including any defects or nonconformance with applicable regulatory standards.

### 11. Force Majeure

Neither party shall be held liable for any delay or failure in performance due to causes beyond their reasonable control, including but not limited to natural disasters, acts of war, strikes, or government regulations. The affected party must notify the other party promptly and take all reasonable steps to mitigate the effects of the delay.

### 12. Governing Law and Dispute Resolution

This PO shall be governed by the laws of Singapore.

### 13. Termination

The Buyer reserves the right to terminate this PO for convenience or for cause, including but not limited to failure by the Supplier to comply with the terms and conditions, regulatory requirements, or quality standards.

### 14. Entire Agreement

This PO, including any referenced documents and the applicable terms and conditions, constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, understandings, or representations.