NIPPON PAINT MARINE

Quotation

Customer:
CONBULK ASIA PTE LTD
NO. 1 COLEMAN STREET
#05-09 THE ADELPHI

Quote No.:	NPM250005124-SS	No.of Pages:	4 pages
Date Created:	11/11/2025	Validity	30 DAYS
Currency:	USD	Terms:	
Vessel:	KUO LUNG	IMO No.:	9148544.
Delivery Place:	INDIA, TUTICORIN	Delivery Date(Est):	15/11/2025

Quotation

Vessel name	KUO LUNG	IMO No.	9148544.
Project	-	Ship Owner	

(USD)

No.	Product Name	Color	Pack Size	UOM	Qty*	Unit Price	Total
1	NIPPON U-MARINE MAX FINISH	442 GREEN	20L SET	LITERS	160.00	$ 9.60	$ 1,536.00
2	NIPPON U-MARINE MAX FINISH	999 BLACK	20L SET	LITERS	100.00	$ 8.90	$ 890.00
3	NIPPON O-MARINE MAX FINISH	537 SIGNAL RED	20L	LITERS	60.00	$ 6.90	$ 414.00
4	NIPPON O-MARINE MAX FINISH	000 WHITE	20L	LITERS	160.00	$ 4.60	$ 736.00
5	NIPPON U-MARINE MAX FINISH	060 GRAY	20L SET	LITERS	160.00	$ 7.20	$ 1,152.00
6	E-MARINE MAX	445 RED OXIDE	20L SET	LITERS	240.00	$ 5.30	$ 1,272.00
7	NIPPON O-MARINE MAX FINISH-CC	592 INTERNATIONAL ORANGE	20L	LITERS	20.00	$ 6.90	$ 138.00
					900.00		$ 6,138.00

Services	Description	UOM	QTY	Unit Price	Total
SURCHARGE IN	DELIVERY CHARGE + GOVT. PORT CHARGES	LITERS	1.00	980.0	$ 980.00
			1.00		$ 980.00

	QTY		Total
Less:			
Additional Discount Amount (5%)			$ 306.90
Grand Total	900.00		$ 6,811.10

Nippon Paint Marine (Singapore) Pte Ltd
1, First Lok Yang Rd, Jurong, S629728

Tel: (+65) 6268 1161 | Fax: (+65) 6268 1191
Email: sales@nipponpaint.com.sg
Web: www.nipponpaint-marine.com

Quote No: NPM250005124-SS
For more information, please contact:

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Mobile: (+65) 8127 6127
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Remarks

1. Standard terms and conditions of Nippon Paint Marine (Singapore) Pte Ltd and its associated companies apply.
2. Prices quoted are inclusive of land delivery at alongside vessel only - F.A.S. (Incoterm 2020).
3. Where special delivery costs such as lighterage have to be incurred, these costs shall be borne by the buyer.
4. Prices and discount quoted are quantity sensitive, any changes in quantity may affect the price and discount.
5. Any order quantity of less than 300 litres (or equivalent) per order may incur additional charges.
6. Products quoted are subjected to stock availability and delivery lead time.
7. Quantities are rounded to the nearest packing size. Packing size may varies from country to country.
8. Vessel's stamp is required on all delivery note upon delivery, otherwise any form of charges as a result of shall be borne by the buyer.

Abbreviations used

QTY: Quantity
UOM: Unit of Measurement

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NIPPON PAINT MARINE

TERMS AND CONDITIONS OF CONTRACT

1. INTERPRETATION

(a) In these Conditions of sale:-

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in Writing between the Vendor and the Purchaser;

"Contract" means the contract for the purchase and sale of Goods in accordance with these Conditions;

"Tax Invoice" means the Tax Invoice Form on the reversed side of these Conditions issued by the Vendor to the Purchaser for the purchase of the Goods;

"Goods" means the moveable goods (including any instalment thereof) specified in the Delivery Order;

"Order of Goods" means any written or verbal order of goods, whether made in the Purchaser's standard order form or not, submitted or given, as the case may be, by the Purchaser to the Vendor listing the goods the Purchaser would like to purchase from the Vendor:

"Purchaser" means the person firm or company who accepts in Writing the Vendor's Delivery Order in accordance with the Conditions and shall include its successors-in-title and permitted assigns who accept the Goods:

"Vendor" means Nippon Paint Marine (Singapore) Pte Ltd and shall include its successors and assigns; and

"Writing" includes telex, cable, facsimile or electronic transmission and other comparable means of communication.

(b) The headings in these Conditions are for convenience only and shall be ignored in construing these Conditions.

(c) Unless the context otherwise requires, words denoting the singular number shall include the plural and vice-versa.

2. BASIS OF THE SALE

(a) The Order of Goods from the Purchaser shall be deemed to be an invitation by the Purchaser to the Vendor to have the Vendor sell to the Purchaser the goods listed therein. Any confirmation in writing by the Vendor's authorised representative on any order form submitted as the Order of Goods shall be deemed to be a confirmation of receipt by the Vendor of the Purchaser's Order of Goods. For the avoidance of doubt, such confirmation in writing shall not be deemed to be the acceptance by the Vendor to sell to the Purchaser the goods listed therein and thereby constitute the contract for the sale and purchase of Goods.

(b) All Goods listed in the Delivery Order by the Vendor shall be deemed to be an offer by the Vendor to the Purchaser to sell the Goods pursuant to the Conditions. The confirmation in Writing on the Delivery Order by the Purchaser's authorized representative shall be deemed acceptance of such offer and constitute the Contract for the sale and purchase of the Goods.

(c) The Vendor shall sell and the Purchaser shall purchase the Goods in accordance with the Conditions which shall govern the Contract to the exclusion of any other terms and conditions which the Purchaser may purport to apply under any documents whatsoever.

(d) No variation to the Conditions shall be binding unless agreed lo in Writing between the respective authorised representative of the Vendor and the Purchaser.

(e) The Vendor's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Vendor in Writing. In entering into the Contract, the Purchaser acknowledges that it does not rely on any such representations which are not so confirmed in Writing.

(f) Any advice or recommendation given by the Vendor or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Vendor is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Vendor shall not be liable for any such advice or recommendation which is not so confirmed in Writing.

(g) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, offer form, invoice or other documents or information issued by the Vendor shall be subject to correction without any liability on the part of the Vendor.

(h) No Deliver Order which has been accepted by the Purchaser may be cancelled by the Purchaser except with the agreement in Writing of the Vendor and on terms that the Purchaser shall indemnity the Vendor in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Vendor as a result of cancellation.

(i) The Purchaser shall be responsible to the Vendor for ensuring the accuracy of the terms of the Order of Goods (including any applicable specifications) submitted by the Purchaser, and for giving the Vendor any necessary information relating to the Goods within sufficient time before the Vendor presents the Delivery Order to the Purchaser. The quality and description of and any specification for the Goods shall be those set out in the Delivery Order.

3. PRICES

(a) Subject to Clause 3(b), the purchase price of the Goods shall be the Vendor's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Vendor's published price list current at the date of acceptance of the Delivery Order.

(b) The Vendor reserve the right, by giving notice in Writing to the Purchaser al any time to increase the purchase price of the Goods for any reason whatsoever including without limitation, to reflect any increase in the cost to the Vendor which is due to any factor beyond the control of the Vendor (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, significant increase in the costs of labour, materials or other cost of manufacture), any change in market conditions, changes requested by the Purchaser concerning delivery dates, quantities or specifications for the Goods, delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Vendor adequate information or instructions. The Purchaser shall undertake to pay such increased purchase price in accordance with the terms herein.

4. TERMS OF PAYMENT

(a) Subject to any special terms agreed in Writing between the Purchaser and the Vendor, the Vendor shall be entitled to invoice the Purchaser for the purchase price of the Goods on or at any time after delivery of the Goods in Clause 5(a).

(b) Subject to Clause 4(d), the Purchaser shall pay the purchase price of the Goods within the time stipulated in the invoice or such other date as prescribed by the Vendor in Writing and the Vendor shall be entitled to recover the purchase price notwithstanding that the property in the Goods has not passed to the Purchaser.

(c) The time for payment of the purchase shall be of the essence of this Contract. Receipts tor payment will be issued only upon request.

(d) Notwithstanding the granting of any credit by the Vendor to the Purchaser, the Vendor shall be entitled by giving one (1) day notice in Writing to the Purchaser to require full or partial payment of the purchase price of the Goods at any time prior to the expiry of the time stipulated tor payment in the invoice without assigning any reason whatsoever to the Purchaser, and the Purchaser shall comply accordingly.

(e) If the purchase price or any part thereof shall remain unpaid for more than seven (7) days after becoming due, then without prejudice to any other right or remedy available to the Vendor, the Vendor shall be entitled to:-

- **(I)** ignore any further Order of Goods and suspend any further deliveries to the Purchaser;
- **(II)** appropriate any payment made by the Purchaser to such of the Goods (or the goods supplied under any other contracts between the Purchaser and the Vendor) as the Vendor may think fit (notwithstanding any purported appropriation by the Purchaser);
- **(III)** charge the Purchaser interest (both before and after any judgement) on the amount unpaid, at the rate of Eighteen percent (18%) per annum until payment in full is made; and
- **(IV)** sell or otherwise dispose of any goods which are the subject of any delivery order by the Purchaser, whether or not appropriated thereto, and apply the proceeds of sale lo the overdue payment and (after deducting all storage expenses and expenses incurred in selling/disposing of the Goods) charge the Purchaser tor any shortfall, if any below the purchase price under the Contract. In the event that the Goods are sold at a price higher than the purchase price under the Contract, the excess shall belong absolutely to the Vendor who shall not be liable to account to the Purchaser for the same.

5. DELIVERY

(a) Delivery of the Goods shall be made by the Purchaser collecting the Goods at the Vendor's premises or, if some other place for delivery is agreed by the Vendor, by the Vendor delivering the Goods to such place tor delivery. Acceptance of delivery shall be by endorsement of the Delivery Order by the Purchaser's authorised representatives. For the avoidance of doubt, the Purchaser's authorised representative's confirmation in Writing in Clause 2(b) shall also constitute acceptance of delivery.

(b) In the event that the Purchaser refuse or fails to accept the Delivery Order for any reason whatsoever, other than any defects or alleged defects in the Goods, the Purchaser shall on demand in Writing by the Vendor indemnify the Vendor in full against all costs in transporting the Goods.

(c) Any delivery date as specified or requested in the Order of Goods or any time or date named by the Vendor for delivery is given and intended as estimate only and the Vendor shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay howsoever caused in delivery. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Vendor in Writing. The Goods may be delivered by the Vendor in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.

(d) Where the Goods are to be delivered instalments, each delivery shall constitute a separate contract and failure by the Vendor to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

(e) Notwithstanding that the Vendor may have failed to deliver any or all the Goods promptly, the Purchaser shall be bound to accept delivery of the Goods so delivered (whether in full or partially) and to pay for the Goods in full or in the case of partial delivery, for the pro-rata purchase price corresponding to the quantity of the partially delivered Goods, in the manner stipulated in Clause 4 hereof provided that such full or partial delivery, as the case may be tendered at any time within three (3) months of the delivery date as specified in the Order of Goods.

(f) The Vendor shall not be liable lor any loss suffered by the Purchaser as a result of the Vendor's failure to deliver the Goods (or any instalment thereof for any reason whatsoever).

(g) If the Purchaser fails to take delivery of the Goods within seven (7) days or fails to give the Vendor adequate delivery instructions before the time staled for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Vendor's fault) then, without prejudice to any other right or remedy available to the Vendor, the Vendor may:-

- **(I)** store the Goods until actual delivery and charge the Purchaser for the costs (including insurance) of storage; or
- **(II)** sell the Goods at the best price readily obtainable and (after deducting all reasonable insurance storage and selling expenses) charge the Purchaser for any shortfall below the purchase price under the Contract. In the event that the Goods are sold at a price higher than the purchase price under the Contract, the excess shall belong absolutely to the Vendor who shall not be liable to account to the Purchaser for the same.

6. DEFECTS

(a) The Purchaser shall inspect the Goods immediately upon the delivery thereof and shall on the same day give notice in Writing to the Vendor of any defects or alleged defects in the Goods. If the Purchaser fails to give such notice in Writing on the same day, the Goods shall be deemed to be in all respects in accordance with the Contract. The Purchaser shall not be entitled subsequently to reject the Goods, the Vendor shall have no liability for any such defect detected after the day of delivery and the Purchaser shall be bound to pay the purchase price for the Goods accordingly.

(b) Where valid claim in respect of any defect in any of the Goods is notified to the Vendor in accordance with the Clause 6(a) hereof, the Vendor shall be entitled to replace the Goods (or the part in question) free of charge or at the Vendor's sole discretion, refund to the Purchaser the purchase price of the Goods (or a proportionate part of the purchase price), but the Vendor shall have no further liability whatsoever to the Purchaser in respect thereof.

7. EXCLUSIONS AND LIMITATIONS OF LIABILITY

(a) All guaranties warranties, terms and conditions whether express or implied, by statute, common law or otherwise are excluded to the fullest extent permitted by law.

(b) In particular without prejudice to the generality of the foregoing, no express or implied warranty is given by the Vendor as to the fitness or suitability of the Goods for any particular purpose whether such purpose is known to the Vendor or not.

(c) The Vendor shall be under no liability:-

- **(I)** in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Vendor's instructions (whether oral or in Writing) and misuse or alteration or repair of the Goods without the Vendor's approval:
- **(II)** in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser; and
- **(III)** if the purchase price for the Goods has not been paid by the due date for payment.

8. PASSING OF RISK AND TITLE

(a) Risk of damage to or loss of the Goods shall pass to the Purchaser upon the Purchaser's endorsement of the Delivery Order in accordance with Clause 5(a).

(b) Notwithstanding delivery or the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Purchaser until the Vendor has received in cash or cleared funds payment in full of the purchase price of the Goods and all other Goods agreed to be purchased by the Purchaser from the Vendor for which payment is then due.

(c) Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Vendor's fiduciary agent and bailee, and shall keep the Goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Vendor's property, but the Purchase shall be entitled to resell or use the Goods, in the ordinary course of its business. The Vendor shall be entitled to the proceeds of such sale to the extent of any sums unpaid including but not limited to interest thereon for late payment as stipulated in Clause 4(e)(iii).

(d) Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold), the Vendor shall be entitled at any time to require the Purchaser to deliver up the Goods to the Vendor and, if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third where the Goods are stored and repossess the Goods.

(e) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Vendor but if the Purchaser does so all moneys owing by the Purchaser to the Vendor shall (without prejudice to any other right or remedy of the Vendor) forthwith become due and payable.

9. NO WAIVER OF CONDITIONS

No consent or waiver, expressed or implied, by the Vendor to or of any breach of any terms, conditions, stipulations, obligations and agreement of the Purchaser shall be construed as a consent or waiver to or of another breach of the same or any other term, condition, stipulation, obligation and agreement and shall not prejudice in any way the rights, powers and remedies of the Vendor under the Contract.

10. LIEN

n addition to any right of lien to which the Vendor may by law be entitled the Vendor shall be entitled to a general lien on all goods of the Purchaser in the Vendor's possession for the unpaid purchase price of any other goods sold and delivered to the Purchaser by the Vendor or any other moneys owing by the Purchaser to the Vendor under the same Contract or any other contract.

11. SUBCONTRACT/ASSIGNMENT

(a) The Vendor reserves the right to subcontract the fulfilment of the Contract or any part thereof and/or to assign to any third party its rights and obligations under the Contract.

(b) Unless otherwise expressly agreed in Writing by the Vendor, the Contract shall be personal to the Purchaser and shall be non-assignable by the Purchaser. The Purchaser shall not assign, sub-contract, license or otherwise dispose of any part of its obligations or rights under the Contract.

12. DISCLAIMED/INDEMNITY

(a) The Vendor disclaims any warranty, representation or undertaking that the Goods shall not infringe any trademark, copyright, design right, patent or other intellectual property right of any third party.

(b) The Vendor disclaims any liability to the Purchaser by reason of any representation, implied warranty, condition or other term, or any duty at common law, or under the express terms for the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Vendor, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Purchaser and or its sub-purchasers.

(c) The Purchaser shall fully indemnify the Vendor and hold the Vendor harmless from and against all losses, damages, expenses, penalties, costs, claims or liabilities whatsoever (including without limitation, loss of profit) which the Vendor may suffer or incur as a consequence of any default by the Purchaser in observing or complying with any of the Conditions herein or as a consequence of any failure by the Purchaser to perform any of its other obligations to the Vendor whether under Contract or under the law.

13. AGENCY NEGATIVED

The Purchaser shall sell the Goods for its own account and shall in no way represent itself or hold itself out or enter into any transaction as a representative or agent of the Vendor or in any way assume any obligation on behalf of the Vendor.

14. FORCE MAJEURE

The Vendor shall not be liable to the Purchaser in respect of the failure to perform its obligations under the Contract due to circumstances beyond the Vendor's control, which circumstance shall include but not be limited to Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, civil disturbance or requisition, political or racial conflicts, import or export restrictions, regulations, bye-laws, prohibitions or measures of any kind of the part of any government parliamentary or local authority, mobilisation, embargo, insurrection, currency restriction, shortage and/or breakdown of transport, strike or industrial dispute and unavailability of existing stocks.

15. DETERMINATION OF CONTRACT

(a) if

- **(I)** the Purchaser shall make default in observing or complying with or committing a breach of any of the Conditions herein or any of its other obligations to the Vendor whether under the Contract or under the law;
- **(II)** any distress or execution shall be levied upon the Purchaser's property or assets; or
- **(III)** the Purchaser shall make or offer to make any arrangement or composition with its creditors or (being an individual or firm) becomes bankrupt or (being a company) has a petition or receiving order presented or made against it, or a resolution is passed or a petition wind up such company's business (other than for the purposes of amalgamation or reconstruction), or a receiver of such company's undertaking, property or assets or any part thereto shall be appointed,

then, without prejudice to any other right or remedy available to the Vendor, the Vendor shall have the right forthwith to determine the Contract and upon notice in Writing of such determination being posted to the Purchaser's last known address the Contract shall be deemed to have been determined. The Vendor shall be entitled to suspend any further deliveries under the Contract without any liability to the Purchaser or whomsoever, and if the Goods have been delivered but not paid for, the purchase price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. SEVERABILITY

If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder of the provisions in question shall not be affected thereby.

17. NOTICE Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party at the address stipulated in the Delivery Order or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed duly served:-

(I) if it is delivered, at the time of delivery:

(II) if it is sent by prepaid registered post, forty-eight (48) hours after posting thereof, notwithstanding the fact it may be returned through the post office undelivered; and

(III) if it is sent by telex, cable, facsimile or electronic transmission, immediately after transmission thereof if the date of transmission is not a Saturday, Sunday or a Public Holiday; otherwise such transmission shall be deemed to be served on the following day which is not a Saturday, Sunday or a Public Holiday.

18. LEGAL INTERPRETATION

The Contract shall for all purposes be subject to and construed in accordance with the law of Singapore and the Vendor and the Purchaser shall accordingly submit themselves to the exclusive jurisdiction of the court of Singapore.