

## **GENERAL CONDITIONS OF SALE**

### **1. DEFINITIONS**

- 1.1 "Contract" means any agreement between the Seller and the Buyer for the purchase or sale of the Goods, which shall incorporate the Conditions hereof.
- 1.2 "Conditions" means the terms and conditions of sale set out herein and any special terms and conditions as may be agreed in writing by the Buyer and the Seller.
- 1.3 "Goods" means the equipment, devices, apparatus or items agreed to be supplied by the Seller to the Buyer, which shall include any software and any accompanying documentation supplied by the Seller.
- 1.4 "Parties" shall mean the Buyer and the Seller, and "Party" shall mean either the Buyer or the Seller.
- 1.5 Any expression in the singular shall include the plural and vice versa.

### **2. CONDITIONS**

- 2.1 These Conditions shall apply to all Contracts for sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed an offer by the Buyer to purchase the Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions) shall be inapplicable unless agreed in writing between the Parties.

### **3. PRICE AND PAYMENT**

- 3.1 The Price of the Goods are quoted **EX WORKS** (as defined in INCOTERMS 2000) which is exclusive of any Goods & Services Tax ("GST") and any customs, duties, levies or otherwise, all of which shall be borne by the Buyer. The Price together with GST thereon at the prevailing rate then applicable on payment of the Seller's invoice, shall be payable by the Buyer to the Seller.
- 3.2 Payment of the Price together with GST thereon shall be due within thirty (30) days of the date of the Seller's invoice. Time of payment shall be of the essence.
- 3.3 If the Buyer fails to make any payment on the due date, then without prejudice to any other rights or remedies available to the Seller whether under the Contract or otherwise, the Seller may:
- (a) suspend or cancel deliveries of any Goods or part thereof due to the Buyer; and/or
  - (b) deduct such overdue payments against any payments due to the Buyer from the Seller whether under this Contract or any other contract between the Seller and the Buyer; and/or
  - (c) charge interest on overdue invoices, which shall accrue from the date when payment becomes due from day to day until date of actual payment by the Buyer at the rate of one per cent ( 1 %) per month, which rate shall apply after as well as before any judgment; and/or
  - (d) treat this Contract as repudiated by the Buyer and pursue all remedies against the Buyer for breach of this Contract.

### **4. CONFORMANCE OF GOODS TO SPECIFICATIONS**

- 4.1 The Goods shall be supplied in accordance with the description contained in the Seller's specifications provided by the Seller to the Buyer in writing ("Specifications").
- 4.2 The Seller may from time to time make changes to the Specifications which are required to conform to any applicable safety or statutory requirements or which in the opinion of the Seller, do not materially affect the quality or fitness for purpose of the Goods.



## **5. WARRANTIES**

- 5.1 The Seller hereby warrants that the Goods supplied by the Seller shall conform to the Specifications and be free from any defects in their workmanship or materials for a period of twelve (12) months from the date of delivery.
- 5.2 All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, non-infringement of any rights of third parties or otherwise, and whether express or implied by statute, common law or otherwise, are hereby expressly excluded.
- 5.3 For the avoidance of doubt, the Seller shall not be responsible for any defects in the Goods arising out of any negligence or misuse of the Goods, vandalism, modifications or alterations to the Goods, or non-observance by the Buyer as to the terms and conditions prescribed by the Seller for the normal use and preservation of the Goods.

## **6. DELIVERY OF GOODS**

- 6.1 Delivery of Goods shall be made to the address designated by the Buyer in writing on the delivery date as agreed in writing between the Buyer and the Seller. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The Buyer shall, at its own costs and expense, promptly obtain all necessary import licences, clearances and other consents necessary for the purchase of the Goods.
- 6.3 The Seller shall use its best endeavours to meet the agreed delivery date, but shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) unless the Buyer shall be able to conclusively prove that the Seller fails to use its best endeavours to meet the agreed delivery date.

## **7. ACCEPTANCE OF GOODS**

- 7.1 The Buyer shall be deemed to have accepted the Goods within twenty-four (24) hours after delivery to the Buyer, unless the Buyer shall have notified the Seller in writing its intention to reject the Goods. The Buyer shall be entitled to reject the Goods or any part thereof for non-conformance to the Specifications provided that a notice of rejection shall be made by the Buyer to the Seller in writing within the said twenty four (24) hours. Save as expressly aforesaid, the Buyer shall under no circumstance reject the Goods or any part thereof.
- 7.2 The Buyer's sole remedy for non-conformance to the Specifications provided by the Seller to the Buyer in writing shall be limited to replacement of the defective Good with such Good that conforms to the Specifications or at the Seller's election, refund a proportionate part of the Price of that defective Good to the Buyer.
- 7.3 After acceptance or deemed acceptance of the Goods, the Buyer shall not be entitled to reject any Goods whether or not they are in accordance with the Conditions.
- 7.4 Where it is provided in the Contract that a separate acceptance testing is required, the Seller shall give to the Buyer a notice in writing fourteen (14) days' in advance prior to the actual conduct of the acceptance test by the Seller. All acceptance tests shall be conducted at the Seller's premises. If the Buyer shall fail to attend the acceptance test at the Seller's premises, then the Seller shall conduct the acceptance test on its own, and the result of the acceptance test shall be binding on both the Seller and the Buyer.

## **8. TITLE AND RISK**

- 8.1 Title to the Goods shall not pass from the Seller to the Buyer until the Seller shall have received in full payment of the Price of the Goods together with all GST thereon. Pending such transfer of title, the Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Seller.
- 8.2 Risks in the Goods shall pass to the Buyer on delivery of the Goods referred to in Clause 6 above.

## **9. EXCLUSION OF LIABILITIES**

- 9.1 The Seller shall be under no liability whatever to the Buyer for any indirect, special, punitive, consequential or exemplary damages, loss of profits or revenue, loss of contracts, goodwill or reputation, corruption or loss of data incurred by the Buyer whatsoever and howsoever arising out of a breach by the Seller of the Contract or these Conditions, whether or not the Seller shall have been prior advised by the Buyer of the possibility of such incurrence.
- 9.2 In the event of any breach of this Contract by the Seller, the remedies of the Buyer shall be limited to the actual direct damages incurred by the Buyer, which in any event shall not exceed the Price of the Goods received by the Seller from the Buyer.



**10. WAIVER**

No waiver or forbearance by the Seller in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future. Any waiver of any rights by the Seller must be in writing and signed by the duly authorised representative of the Seller.

**11. FORCE MAJEURE**

No Party shall be liable to the other for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest, shortage of materials or other event beyond the reasonable control of either Party, Provided that such provision shall not apply to any payment obligations by any Party.

**12. PROHIBITION AGAINST EXPORT**

The Goods shall at all times be within the control or possession of the Buyer in Singapore only. The Buyer shall not be entitled to export the Goods or any part thereof to any countries outside of Singapore, whether for re-location, re-sale or otherwise howsoever without the prior written approval of the Seller.

**13. INTELLECTUAL PROPERTY**

All intellectual property in or to the Goods including not limited to copyright, trade marks, patents, design rights shall (subject to any rights of any third party) belong to and vest exclusively in the Seller. No sales of the Goods to the Buyer shall be construed as or be deemed a transfer of such intellectual property or rights title or interests thereon to the Buyer howsoever.

**14. PROPER LAW**

This Contract is subject to and construed in accordance with the laws of Singapore, without regard to any principles on conflicts of law.

**15. JURISDICTION**

The Parties hereby agree to irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.