

§ 1 Scope of Application

1. All of the Supplier's agreements to supply or sell, deliveries, services and offers shall be made on the basis of these General Terms and Conditions of Sale and Delivery (the "Terms"), unless parties have agreed otherwise in writing. These Terms are, save where specifically excluded, incorporated into and made a part of any and all contracts which the Supplier concludes with its contracting partners (hereinafter referred to as "Customers") for the supply and delivery of goods and/or the provision of services by the Supplier. These Terms shall, save where specifically excluded, apply to all future deliveries, services or offers made to any Customer, even if such Terms have not been specifically agreed to again.
2. These Terms shall apply to the exclusion of any other terms and condition of supply or delivery proposed or implemented by the Customer. No other terms and conditions, whether in contradiction or in addition to these Terms shall form part of the agreement between the Supplier and the Customer unless and only to the extent that the Supplier has agreed in writing to the incorporation of the said other terms and conditions. These Terms shall apply even if, at the time that the Supplier carries out the delivery to the Customer or the performance of services for the Customer, the Supplier is aware that the Customer's standard terms and conditions differ from these Terms.
3. The terms and conditions of the agreement between the Supplier and the Customer shall be set out in an agreement (the "Contract") which shall be entered into between the Supplier and the Customer and which shall incorporate these Terms. The terms of the said Contract shall contain the entire agreement between the parties and no oral representations or promises by the Supplier prior to entering into the purchase agreement shall be incorporated into the purchase agreement save as agreed in writing. Likewise, no subsequent addenda, modifications and side agreements shall become binding until and unless agreed in writing.

§ 2 Offer and Offer Documents

1. All offers made by the Supplier are revocable and non-binding and may be withdrawn by the Supplier at any time without notice.
2. The Supplier reserves all intellectual property and other property rights over any and all items supplied to the Customer, including without limitation the intellectual property and other property rights in respect of any illustrations, sketches, calculations and other documents. Documents supplied to the Customer by the Supplier may not be disclosed to third parties without the consent of the Supplier unless the Customer is required by law to disclose the same. Documents supplied to the Customer by the Supplier must be returned to the Supplier upon request and without undue delay.
3. Unless otherwise agreed, the delivery of samples is subject to a charge.
4. Field employees or commercial agents of the Supplier are authorized to represent the Supplier only if and to the extent that a letter of authorization has been issued by the Supplier.

§ 3 Prices and Terms of Payment

1. The prices stated in the Supplier's offer or order confirmation shall apply to all supply contracts. All prices are stated in Singapore Dollars (SGD) "ex works" (as defined by Incoterms® 2010), and are subject to applicable tax. Upon the Supplier's request, the Customer will be required to certify to the Supplier that it received the goods at the agreed place of delivery.
2. The Supplier reserves the right to reasonably adjust its prices for concluded contracts, at its sole discretion, to take into account changes in wages, costs or materials or exchange rate, provided that the period between contract conclusion and agreed delivery date is more than 4 months. In the event that the Customer does not accept such adjusted price, the Customer may, within 14 days of being notified of such price adjustment, cancel the order without penalty.
3. For any small jobs up to a net product value of 4000.00 SGD, a processing surcharge of 150.00 SGD will be billed.
4. If the Customer does not order the entire quantity of a packaging unit, then the customer will be charged a package opening fee in the amount of 50.00 SGD for each opened packaging unit. The relevant packaging units are shown in the catalogue or in the other sales materials.
5. Unless otherwise agreed in writing, all invoices must be paid net within 14 days from the invoice date.
6. If an overdue invoice amount is not paid despite two late payment notices, then all invoice amounts still outstanding will become due immediately.
7. The Supplier may accept bills of exchange as payment only at its sole discretion and on such terms as conditions as it shall deem fit.
8. The Customer will be entitled to the right of set-off only if its counterclaim(s) have been fully adjudicated, are undisputed or have been recognized by the Supplier.

§ 4 Delivery, Delivery Period, Delay in Delivery

1. All deliveries are made "ex works" (as defined by Incoterms® 2010).
2. Unless otherwise indicated, all deadlines and scheduled dates for the delivery of goods and services set out by the Supplier are only an approximation and shall not constitute a term of any agreement or contract.
3. On sales made ex works, the delivery will be deemed to have been completed on time if the goods are made available to the Customer at the Supplier's premises or at another location agreed between the parties within the delivery deadline period or on or before the scheduled delivery date. In the case of a shipment, delivery will be deemed to have been completed upon the consignment of the goods to the carrier, freight forwarder or third party authorized to conduct the transport.

4. In the event that any Customer becomes entitled to claim damages from the Supplier arising from delay in delivering goods or performing a service, such damages shall be limited to a sum equivalent to 0.5% of the value of the goods or service (as the case may be) for each completed week (7 calendar days) of such delay. This clause shall be subject always to the provisions in these Terms which govern limits to the Supplier's liability.
5. The Supplier shall not be liable to the Customer for any losses or damages arising out of delay in delivery of goods or performance of a service, if such delay was caused by force majeure or frustrating event.
6. The Supplier shall be entitled to deliver some of the goods or services (as partial deliveries) unless the contrary is expressly set out in the Contract between the Customer and Supplier.
7. Any orders shall be postponed or deferred by the Customer is subjected to a fixed logistics and handling fee of SGD40.00 per pallet for every 30 days.

§ 5 Packaging

1. All deliveries must be made exclusively in the Supplier's standard packaging units. The Supplier reserves the right to make reasonable modifications to the ordered quantities in accordance with the Supplier's packaging sizes.

§ 6 Transport, Delay in Acceptance

1. The Supplier is entitled, but not obliged, to insure the deliveries in the name and for the account of the Customer.
2. In the event that damage occurs during transport, the Customer must without undue delay cause an investigation to be done with the competent authorities and to inform the Supplier thereof.
3. All deliveries must be made exclusively in the Supplier's standard packaging units. The Supplier reserves the right to make reasonable modifications to the ordered quantities in accordance with the Supplier's packaging sizes.
4. In the event that the Customer refuses or otherwise fails to accept delivery of goods or services, such refusal or failure shall amount to a breach of the agreement between the Supplier and the Customer and the Supplier shall, without prejudice to any other remedies under these Terms, be entitled to seek compensation for damages caused by reason of the said breach.

§ 7 Liability for Defects in Quality

1. The Customer is required to inspect all goods delivered. Any identifiable defects, including incomplete delivery, must be brought to the Supplier's attention within three (3) business days after the goods are received.
2. For the purposes of determining whether the delivered goods are free and clear of defects, the contractually defined specifications shall take precedence. The Customer shall be liable if the documents which it made available (including any sketches, studies and samples) are incorrect.

3. Upon notice of any defects in goods delivered, the Supplier shall be entitled to cure said defects. The Supplier may, at its sole discretion, remedy the defect or deliver substitute goods free from defects. The costs of remedying such defects shall be borne by the Supplier to the extent that such costs were not increased by virtue of the purchased goods being moved to a location other than the place of delivery of the goods.

§ 8 Liability for Defects in Title

1. The Supplier shall deliver goods that are free and clear of any third party rights which exist under Singapore law or the law of the country in which the goods are delivered and of which at the time of the conclusion of the contract the Supplier was aware or could not have been unaware.
2. In the event that the goods delivered are not in accordance with 8(1) above, the Supplier shall, at its sole discretion, modify or exchange the items delivered so as to bring the goods in accordance with 8(1) above. The Supplier may also, at its sole discretion, procure the necessary licenses and/or waivers to allow the Customer to make use of the goods. In the event that the Supplier is unable or unwilling to conduct the said modifications or exchange or procure the licenses and/or waivers within a reasonable time, the Customer may, at its discretion, terminate the agreement.
3. Any claim for damages by the Supplier under 8(1) and 8(2) above shall be limited to a sum not exceeding the purchase price of the goods in question.
4. The Supplier's liability to modify or replace goods under 8(1) above shall only arise if:
 - a) The Customer has informed the Supplier without undue delay that the goods do not conform to 8(1) above;
 - b) The defect is not attributable to instructions given by the Customer; and
 - c) The failure of the goods to conform to 8(1) above was not caused by the alteration of the goods by the Customer or the use of the goods in a manner which contravenes the Contract between Supplier and Customer.
5. The Customer shall indemnify the Supplier in respect of any and all claims by third parties arising from:
 - a) The manufacture of goods by the Supplier in accordance with the Customer's instructions; or
 - b) The alteration of the goods by the Customer or the use of the goods in a manner which contravenes the agreement between Supplier and Customer.

§ 9 Liability

1. The Supplier's liability for compensatory damages, irrespective of the legal grounds upon which such liability is based (including without limit performance default, defective delivery, contractual breach or tortious conduct), shall be limited to a sum equivalent to the total value of the goods set out in the contract between the Customer and Supplier.

§ 10 Limitation of Claim

1. No claim shall be brought by the Customer against the Supplier in respect of any Contract between the Supplier and the Customer more than 2 years after the completion of delivery of the goods and/or services which are the subject of the Contract.
2. No claim shall be brought by the Customer against the Customer in respect from any defects in goods supplied or services performed by the Customer more than 1 year after the supply of the said goods or completion of the said services.

§ 11 Retention of Title

1. The Supplier retains title to the delivered goods until all payments due in respect of the said goods have been received. In the event that the Customer fails to make payment for the goods, the Supplier shall be entitled (but shall not be obliged) to demand the return of the said goods. Upon receipt of the said goods by the Supplier, the Contract shall be deemed terminated, without prejudice to the Supplier's rights and remedies under the said contract.
2. The Customer is entitled to resell the delivered goods, in the ordinary course of business, once it has made payment in full to the Supplier. Until title to the goods has passed to the Customer, the Customer shall not pledge or otherwise create any security over the said goods. In the event that the said goods are sold prior to title to the goods passing to the Customer, the Customer hereby irrevocably assigns the receivables from its sale of the said goods to the Supplier. Where the Customer sells products manufactured with or which contain goods supplied by the Supplier, in the event that the said products are sold prior to the title to the goods passing to the Customer, the Customer likewise irrevocably assigns the receivables from the sale of the said goods to the Supplier.
3. Where title to goods in the Customer's possession has not yet passed from the Supplier to the Customer, the Customer shall inform the Supplier without undue delay of any third party execution proceedings taken against the said goods.

§ 12 Provision of Sales Resources

1. Any sales resources, equipment, display stands, advertising media or other demonstration materials (the "Sales Materials") which the Supplier provides to the Customer free of charge, will be done strictly on a loan-out basis. The Supplier shall remain the owner of the Sales Resources which it provides. The Customer may use the Sales Resources only for selling products which are delivered by the Supplier. The Customer shall handle all Sales Resources with care and keep the same in good working condition. Save where expressly agreed, the Supplier shall be entitled to demand the return of all Sales Resources at any time.

§ 13 Data Protection

1. The Customer consents to the Supplier collecting its personal data for administrating any transactions between the Customer and Supplier and disclosing such data to any third party service provider and data intermediary who stores or processes data for the Supplier. Where such data will be sent or stored outside Singapore,

the Supplier will only do so if the third party outside Singapore to whom the data is to be sent undertakes to protect the data in accordance with Singapore law.

2. More information regarding the Supplier's data protection policies may be obtained from the Supplier on request.

§ 14 Forum and Choice of Law

1. Both the Supplier and the Customer agree to submit all disputes arising out of these Terms, or the Contract between parties, to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.
2. These Terms and the contract between parties shall be subject to Singapore Law.