

GENERAL CONDITIONS OF SALE

GENERAL

1. These general conditions shall apply to our quotations and sales agreements. Other conditions will apply if and in so far as both parties have expressly so agreed in writing.
2. The unconditional order of the purchaser by letter, telex, telegram, email, sms or telephone implies acceptance of these general conditions.

QUOTATION

3. All our quotations are without engagement; prices, conditions delivery dates are for the quantity specified.

ACCEPTANCE OF ORDERS

4. All orders require our acceptance in writing. Orders can only be accepted at prices prevailing at the date of dispatch. Orders having been confirmed by us cannot be countermanded by either party except with the consent of the other party.
5. Business entered into on our behalf by agents or representatives becomes binding on us only after we have issued a confirmation in writing.

DELIVERY PROMISES

6. Except when otherwise expressly agreed by us in writing, our delivery times are approximate and are based on conditions and circumstances known to us at the date of our order confirmation.

WARRANTY

7. We warrant that the goods manufactured by us are of merchantable quality and further that they are manufactured in accordance with the customs and practices commonly used in our industry. Unless expressly agreed otherwise in writing, we do not warrant our goods or any parts thereof to be suitable for the purchaser's intended use or for any particular purpose and we do not guarantee the life of these goods.
8. Capacities, weights, dimension, colours, silk-screen and material thickness of the goods – whenever applicable - as written in our order confirmation, are subject to the manufacturing tolerances of the suppliers of the materials and to those of our own works.
9. The purchaser is bound to check the quality of the goods immediately upon receipt. Goods claimed by the purchaser to be defective must after notification to us be returned to our works, carriage paid within 7 days from the date of delivery accompanied by a full statement of the alleged defects. Our liability is limited to the repair, or, in our option, to the replacement of any such goods that are recognized by us as being defective owing to faulty material and/or workmanship and to refund to the carriage on such goods. Any and all further liability or responsibility is herewith excluded. Consequently we are not liable for indemnification of loss, damage or injury suffered by the purchaser and/or third parties which is directly or indirectly caused by or a result of our occurred in connection with the sale or delivery of the goods concerned, or caused directly or indirectly, by negligence of any of our employees. Claims under this article will not be rewarded if and as long as the purchaser is in breach of any obligation, contractual or otherwise, towards us.

TERMS OF DELIVERY

10. Unless otherwise agreed, all our prices are for local mainland delivery or delivery ex our works, loaded on vehicle. Purchaser's transport instructions become binding on us only after we have issued a confirmation in writing. In the absence of instructions on the due date from the purchaser we will dispatch the goods by transport methods that we consider most suitable without liability on our part that the freight charges of the chosen method are the lowest or that the chosen method offers the fastest delivery.
In the case of delivery, free customers works, we shall not be liable for loss or damage to the goods while in transit unless notification in writing is given to us and the carriers within the following time limits:
 - partial loss or damage in transit : within 3 days from the receipt of the goods and subject to the carriers bill having been endorsed;
 - non delivery of the whole consignment: within 7 days from the date shown on our invoice dispatch advice.It is the responsibility of the purchaser to advise us of any regulations issued by government or other authorities that are to be complied with by us in connection with the supply of any goods to the purchaser.
11. Unless expressly agreed otherwise in writing, we shall not be liable for any delay in delivery. Terms of delivery indicated by us are approximate only and without engagement. We reserve the right to postpone deliveries or to cancel wholly or partially the unfulfilled part of any contract or contracts with the purchaser if the purchaser fails to fulfill any of his obligations under the contract; without prejudice to our further claims or remedies, or if for reasons of force majeure whether happening in respect to our works or in respect to those of our suppliers, we shall wholly or partially be prevented from duly fulfilling our obligations under the contract.

PAYMENT

12. Our prices are net and subject only to deductions expressly agreed by us in writing. Payment on the due date is a condition precedent upon subsequent deliveries.
13. The purchaser shall be in default by the mere expiration of the term of payment, as well as in the event of bankruptcy, moratorium of payments or winding up. As soon as the purchaser is in default in respect of any obligation towards us whatsoever, any and all sums owing to us – regardless of their origin – will become immediately due and payable.
14. Interest at the rate of 1% per month will be due in respect of all outstanding sums after expiration of the term of payment until receipt of payment by us.

RESERVATION OF PROPERTY

15. The goods remain our property – regardless whether the goods have already been put at the disposal of the purchaser – until full payment of all sums owing from purchaser to us, regardless their origin, have been received by us.
In the event that any of the goods supplied hereunder are resold by the customer before all sums owing therefore have been paid, we shall be entitled to the proceeds of such resale or the claim for such proceeds.

MISCELLANEOUS

16. All copyright, design copyright and other industrial property rights subsisting in the company's products shall remain the property of the company and/or any of its parent or subsidiary companies, and the goods shall not be copied or otherwise reproduced without the prior written consent of the company.
17. All our quotation and contracts are construed under and shall be governed by the Law of the Republic of Singapore.