



General Terms and Condition of Sales

I. Definitions

In these General Conditions for sale and supply, the following expressions shall have the meaning as hereinafter set out :

- (a) "The conditions" means these General Conditions for sale and supply.
- (b) "Eindec" means EINDEC SINGAPORE PTE LTD.
- (c) "The customer" means any person, firm or company or the legal assignee or successor of such person, firm or company.
- (d) "The goods" means the items specified in the order submitted by the customer to Eindec Singapore Pte Ltd.

II. General

- 1. The customer accepts that these conditions shall apply to all legal relations between itself and Eindec to the exclusion of any other terms including any conditions, warranties or representations written or oral expressed or implied, even if contained in any of the customer's documents which purport to provide that the customer's own terms shall prevail. Such conditions, warranties or representations are hereby expressly excluded. Any variation from these conditions as well as verbal, telegraphic or telephonic statements made by representatives of Eindec are always provisional and require Eindec confirmation in writing and signed by person authorized to act on behalf of Eindec.
- 2. No person employed by Eindec nor any agent of Eindec have any authority to make or give any representation of warranty whatsoever, whether verbal or written in relation to the goods, The provision of any quotation or estimate by Eindec does not form part of any offer or representation made by EINDEC.
- 3. All specifications, drawing descriptions and catalogues issued by or on behalf of Eindec are intend merely to give a general description of goods that EINDEC is able to supply and any person reading them may not rely on anything contained therein as being a Representation of fact concerning the goods sold by Eindec or a warranty relating thereto whether as to their condition or otherwise.

III. Order

- 1. Any order made by a customer must be in writing and an order will only be accepted by Eindec's written confirmation of order or by actual delivery of the goods ordered from Eindec by the customer.
- 2. For Cancellation of order, the following Eindec sales policy shall apply;
 - (a) 30% charges of total purchase value upon Eindec's acknowledgement of customer purchase order after 3 days.

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- (b) a maximum of 100% charges apply on the total purchase value that is in Eindec manufacturing production/ or subjected to Eindec invoiced copy.
- 3. In the event of any cancellation by the customer of any order or any amended order acceptance in writing by the customer, the customer will be liable to Eindec for all costs or work carried out and parts or materials ordered by Eindec up to the date of cancellation.

IV. Payment

- 1. The customer shall pay the full price of the goods to Eindec according to the payment terms specified in Eindec's Invoice, which Eindec shall be entitled to render when it is able to deliver the goods even through delivery is in fact delayed through no fault of Eindec.
- 2. 'Eindec' standard policy for indent order for is strictly at minimum of 50% deposit down payment and balance on C.O.D. (subject to product categories and customer profile based on their past record).
- 3. Eindec is NOT liable for any bank/3rd party/ Telegraphic transfer (T.T) charges, if incurred.
- 5. Goods that are officially delivered and shall be paid up within agreed credit term cycle from the date of Eindec's deliverable. Failing to do so, Eindec shall reserve the rights to impose term rental 100% storage charges based on the prevailing market price for short-term rental.

V. Terms of delivery

- 1. The delivery period will be extended by an appropriate amount of time in the event of force majeure which shall include but not be limited to acts of god, war, riots, industrial disputes, strikes and locks outs and unforeseen obstacles which are beyond Eindec's control insofar as such obstacles can be shown to have exercised a considerable influence on the completion or delivery of the goods.
- 2. Reservation in made that Eindec is supplied with the part material from 3 party's suppliers/ vendors manufacturing in a punctual and correct way in order in fulfil it's obligation to the customer.
- 3. Delivery schedule is an estimate time at time of quotation. The actual lead time will start from acknowledgement of commercial order or upon receipt of Technically Approve of General Arrangement drawing from customer side.
- 4. Subject to any specific agreement the terms of delivery shall take place as provided by the INCOTERMS 2016 version standard definition of "EX WORKS" except insofar as that definition is inconsistent with the specific provisions of these conditions or the purchase order. Special terms of delivery are subject to a particular written agreement of parties.
- 5. Eindec's proposed delivery dates act as a guide and subjected to changes due to adverse logistical constraints including acts of nature or government priorities or delay from Eindec manufacturing cycle.

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6. Any time schedule or Lead time delivery named by Eindec shall be taken as an estimate schedule only and Eindec shall not be liable of the consequences of any late or delay delivery.

VI. Passing of risk

1. The risk of accidental damage as well as deterioration of the goods shall pass to the customer immediately upon the goods leaving Eindec's works.
2. Should the despatch been delayed in consequence of circumstances attributable to the customer the risk in the goods shall pass to the customer from the date of notification of readiness of the goods for despatch.

VII. Retention of title

1. Notwithstanding the provision under VI. of the condition, the property in the goods shall remain in Eindec until full payment of the price payable under the purchase order has been effected including additional claims such as interest and claims arising under any other purchase order between the customer and Eindec but always provided that were payment is made by means of a bill of exchange, cheque or other negotiable or not negotiable instrument, Eindec shall not be deemed to have received payment for the purpose of this provision until the bill of exchange, cheque or other negotiable or not negotiable instrument has been honored notwithstanding that Eindec may have negotiated it and received value therefore.
2. In the case of default in payment by the customer, Eindec shall have the immediate right to retake possession of and permanently retain any of the goods or new products. In such case Eindec shall have the right to enter the premises of the customer to execute its right to retake. Eindec shall then entitled to sell such goods or products and apply the proceeds of sale first in discharge of the outstanding sums due from the customer to Eindec and then as to any surplus upon trust for the customer.
6. Eindec may at any time revoke the customer's power of sale by notice to the customer if the customers is in default of payment of any sum whatsoever due to Eindec or if Eindec has bona fide doubts as to the solvency of the customer.
7. The customer's power of sale shall automatically cease at any time upon occurrence of any of the following events:
 - (a) If the customer commits any act bankruptcy or compounds or makes any arrangements with its creditors of executes a bill of sale on its goods or any of them or if any execution or distress is levied upon the goods of Eindec.
 - (b) If the customer being a company is wound up either compulsorily or voluntarily or a receiver of its assets is appointed.

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8. Notwithstanding any of the provisions under VII. of the conditions Eindec may maintain an action for the price of the goods and the execution of any right whatsoever conferred to Eindec by virtue of these conditions shall be in Eindec's sole discretion.

VIII. Warranty and defects

1. Eindec warranty that the goods are of satisfactory quality as provided.
2. Without limiting the above Eindec's expressly excludes and liability arising from
 - (a) failure to comply with Eindec manufacturing's instructions for application or installation;
 - or
 - (b) use of goods in excess of performance or load bearing specifications stated in Eindec manufacturing's catalogues, drawings or descriptions;
 - or
 - (c) any modifications or adaptation made to the goods by the customer or any third party.
3. Without prejudice to the above sub clauses, Eindec liability for any defect shall be limited to repairing or replacing the defective goods against redelivery of those goods from the customer to Eindec. Under no circumstances Eindec shall be liable for any indirect or consequential loss of any nature suffered by the customer and arising out a defect.
4. Unless any complaint about quality of the goods are received in writing by Eindec within seven days from the actual delivery thereof the customer shall be deemed to have accepted the goods as being free from defects and in accordance with contractual quantity.
5. This warranty is valid for 12 months from date of commissioning or 14 months from date of delivery whichever is earlier. We shall not be held responsible for any damage either arising out of or in connection with the use of our products, equipment, or services. Other conditions may also be applied at our discretion either written or implied.
6. Any labor or parts charges involved for the repair, inspection, or rectification not covered by this warranty will be charged according to the company's latest sales policies.
7. Any other terms or conditions not mentioned herein shall absolutely be deemed as NOT included.
8. The Purchaser hereby irrevocably and unconditionally acknowledges that we are the rightful owner of the trade mark, design, patent (if any), and copyright of the products mentioned herein and the Purchaser shall not in any manner whatsoever and howsoever copy any part or all of the same and/or claim the same as belonging to the Purchaser or someone else.

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IX. Application law

1. The purchase order between Eindec and the customer shall be governed and constructed in accordance with the laws of the Republic of Singapore.

X. Place or jurisdiction

The customer agrees to submit to the jurisdiction of the Courts of the Republic of Singapore without prejudice to Eindec's right to issue proceedings at the customer's place of business.

XI. Final provisions

1. Should any of these provisions be invalid or become invalid for whatsoever reason the remaining provisions shall be unaffected. Such invalid provisions shall be substituted by a valid provision which comes as close as possible to the originally intended commercial purpose of the invalid clause.
3. Where appropriate in these conditions the singular shall include the plural and vice versa and where there are two or more persons, firms or companies comprised in the definition of the customer then the obligation imposed on them shall be joint and several obligations.