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Approved by:

# Terms & Conditions of Sale

## 1. GENERAL

- (a) The following conditions issued by Sutton Tools Singapore ("The Company") apply to any contract of which these conditions of order or purchase of the customer or any other standards, specifications, conditions or particulars of or adopted by the customer, unless expressly accepted in writing by the company as part of the contract.
- (b) Orders for 'specials', i.e. non-catalogued items, must be covered by an official order. The Company reserves the right to supply in satisfaction of the order a deviation from the quantity ordered plus or minus 10% or one piece, whichever is greater.

## 2. QUOTATIONS AND TENDERS

No order placed in response to the Company's quotation will be binding unless accepted by the company in writing. Tenders submitted by the Company shall remain open for acceptance for a period of six weeks from the date of tender, unless in the tender some other period is specified or accepted. Orders placed against specific quotations/tenders must clearly indicate the reference of the quotation.

## 3. CANCELLATION; RETURN OF GOODS

An order may not be cancelled or suspended without the prior written consent of the Company on terms to be mutually agreed.

Orders for 'specials' (i.e. non-catalogued items) may only be cancelled on payment of a charge equal to the cost of work already carried out. Only standard catalogued tools of the Company's current design and specification in first class resalable condition may be accepted for credit or exchange, and then only if prior written agreement has been obtained from the Company. Specials will only be credited at their scrap metal value. Carriage of returned goods shall be arranged and paid by the Customer. Handling re-working and repackaging will be charged to the Customer and may be deducted from the credit, which will normally be based on the price originally paid less the handling charge.

## 4. DELIVERY AND COMPLETION DATES

- (a) Delivery periods and dispatch dates are given in good faith but the dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to Act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, breakdowns, shortages of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, government order or intervention (whether or not having the force of the law) or any other cause whatever beyond the Company's control or of an unexpected or exceptional nature.
- (b) No delay shall entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer to repudiate the contract of the order.
- (c) Quoted delivery periods for special tools are subject to their being unsold. The Company will not be held responsible for duplication of consignments if official orders following up verbal or telephoned instructions are not clearly marked 'Confirmation'.

## 5. TITLE TO GOODS

Ownership in the goods will not be passed to the Customer until payment for the goods has been received by the Company in full. Nevertheless all the risk in the goods shall pass to the Customer when the goods are dispatched from the Company's premises. Until the time of the actual payment to the Company of the total amounts owing in respect of goods, the Customer shall keep the goods on behalf of the Company and shall store the goods in such a way that they are separately identifiable: nevertheless prior to the time of actual payment of the goods the Customer is entitled to use the goods in the normal course of its business or to sell the goods to the third parties in the normal course of its business on behalf of and for the account of the Company (but so that the Customer shall not be deemed as against any such third party to be the agent of the Company) on the condition that the goods or any articles manufactured from or incorporating the goods are and remain the property of the Company until payment has been received by the Company as aforesaid and any amounts received from the third parties for the goods or any articles manufactured from or incorporating the goods are held by the Customer for the account of the Company as the trustee for the Company pending payment in full to the Company and the Customer hereby assigns to the Company all rights and claims that the Customer against any such third party.

## 6. DELIVERY. LOSS OR DAMAGE IN TRANSIT

Unless otherwise specified in the contract, delivery of the goods will be ex-works the Company's premises in Singapore, whereupon risk will pass to the customer. The Company accepts no responsibility for any damage or loss in transit.

## 7. PRICES

All orders will be invoiced at the Company's published prices at dispatch. G.S.T. where applicable will be added by the Company to its invoices.

## 8. PACKAGING AND CARRIAGE

Goods are normally supplied in multiples or the Company's standard packed quantities (normally tens, single tools or sets) and adjustments to the Customer's orders may be made to avoid split quantities. Where a request is made for special dispatch arrangements and additional charge will be payable by the customer. Packing materials are not returnable for credit.

## 9. TERMS OF PAYMENT

Subject to credit being approved and unless otherwise expressly agreed accounts are due for payment not later than the end of the month of dispatch; otherwise payment must be received by the Company before delivery. When deliveries are spread over a period each assignment will be treated as a separate account and be payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle the Company to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have. The Company also reserves the right to charge interest on overdue accounts at the rate of 1.1/2% per month. The Company reserves the right where genuine doubts arise as to a Customer's financial position in the case of failure to pay for any goods or any instalment as aforesaid to suspend delivery of any order or any part instalment without liability until payment or satisfactory security for payment has been provided.

## 10. SPECIFICATION

Goods are described and illustrated as accurately as possible in the Company's Literature and are manufactured at least to the level or internationally accepted standards. Insignificant variations or goods from their stated dimensions or descriptions will not constitute a breach of contract.

The Company also reserves the right to make changes and improvements to its products at any time and supplies will be made in accordance with such changes notwithstanding the specification shown in the catalogues or other literature.

## 11. INDEMNITY

The Customer shall also indemnify the Company against any claim or liability in respect of any infringement of a third party's patent, copyright, registered design or other intellectual property rights resulting from compliance with the Customer's instructions express or implied.

The Customer shall also indemnify the Company against any loss, damage, injury, costs and expenses of whatever nature suffered by the Company to the extent that the same is wholly or partly caused by or related to:

- (a) Designs, drawings or specifications given or specified by the Customer in respect of the goods produced by the Company for the Customer: or
- (b) Defective materials or products supplied by the 'customer to the Company and incorporated by the Company in goods produced by the Company for the Customer; or
- (c) The improper incorporation, assembly, use, processing, storage or handling of goods by the Customer.

## 12. WARRANTY

- (a) The Company warrants in relation to goods of the Company's manufacture that it will (at the Company's choice) either repair or replace, or refund the full purchase price of any goods which are found, within a period of 12 months from dispatch of such goods from the Company's works (the warranty period) to be defective or not in accordance with the contract or any express description or representation given or made on behalf to the Company in respect of the goods. The Company will require a reasonable period of time to carry out any repairs or replacements.
- (b) The company warrants in relation to goods not of the Company's manufacture (including but not limited to parts and components supplied by others for goods manufactured by the Company) that it will so far as it is able to do so give the Customer the benefit of any expressed guarantee or warranty by the manufacturer or supplier of such goods and of any other rights which the Company has against the manufacturer or supplier.
- (c) The Customer's remedies in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by the law or any other claim in respect of the goods or any workmanship in relation hereto (whether or not involving negligence or breach of contract on the part of the Company) shall in relation to goods of the Company's manufacture be limited to repair, replacement or refund of the purchase price aforesaid and in all other cases shall be limited to the enforcement of the above mentioned liabilities of the manufacturer or supplier and any condition or warranty implied by the law shall cease to apply after the expiry of the warranty period.
- (d) The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

## 13. LEGAL CONSTRUCTION

These Conditions of Sale shall be constructed with Singaporean Law and be subject to the jurisdiction of the Singaporean Courts.