

**SICK PTE. LTD. (COMPANY REGISTRATION NO. 199103107G) TERMS AND CONDITIONS OF SALE**                      **Revision date in January 2019**

These Terms and Conditions of Sale apply to any goods supplied by the Company to the Customer except where they are varied by notice in writing by the Company to the Customer prior to the supply of any goods.

**1. DEFINITIONS AND BINDING TERMS & CONDITIONS OF SALE**

- 1.1 “Agreement” means the agreement between the Company and the Customer for the supply of goods which these Terms and Conditions of Sale form part.
- 1.2 In the following Terms and Conditions of Sale, the “Company” shall mean Sick Pte. Ltd. (Company Registration No. 199103107G) and its related bodies corporate within the meaning of the Companies Act (Chapter 50) and the “Customer” shall mean the entity purchasing the goods the subject of these Terms and Conditions of Sale.
- 1.3 “GST” means any goods and services tax imposed pursuant to the Goods and Services Tax Act (Chapter 117A) .
- 1.4 “Safety Equipment” means a device which is used in a safety control circuit.
- 1.5 The only contractual terms which are binding upon the Company are those set out in these Terms and Conditions of Sale or otherwise agreed to in writing by the Company and those, if any, which are imposed by law and which cannot be excluded by these Terms and Conditions of Sale.
- 1.6 All previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied, including any collateral agreement or warranty between the Customer and the Company, are excluded and cancelled.

**2. PRICING**

- 2.1 All prices are quoted in Singapore Dollars (S\$) exclude GST/VAT if applicable unless otherwise specified in writing.
- 2.2 All quotations are based on current costs of production and are subject to amendment without notice before or after acceptance to meet any cost variation between the date of the quotation and the date of completion of the order. Such price amendment can be up to 15% of the price. In such a case, the Customer shall have the right to request supporting documents that prove the actual cost increase.

2.3 All prices quoted do not include any tax or duty that may be payable by the Customer.

### **3. PAYMENT**

3.1 Unless otherwise agreed in writing, all accounts are payable within 30 days from the date in which the goods are invoiced.

3.2 In the event of a breach or an alleged breach of the Agreement by the Company, the Customer is not entitled to set-off any undisputed or disputed sums of the price (or any part thereof) against any sums payable by the Company to the Customer. In addition, the Customer shall not be entitled to withhold any part of the price in the event of a breach or an alleged breach of the Agreement by the Company.

3.3 The Company shall not be obliged to sell goods to the Customer if:

(a) the Customer defaults in its payment obligations under this Agreement; and/or

(b) the Customer becomes bankrupt or goes into liquidation or goes into voluntary winding up or dissolution or a judicial manager or liquidator, receiver, trustee or similar official is appointed or if execution or any form of action is levied or taken against any of the Customer's assets or the Customer is unable to pay its debts as they fall due.

3.4 Without prejudice to any other remedies of the Company at law or under this Agreement, and unless otherwise expressly agreed by the Company in writing, the Customer shall pay interest on any amount that is not paid on the due date at the rate of 6% per annum from the date when the payment is due until the date when payment is actually made.

### **4. RETENTION OF TITLE**

4.1 Title in the goods will not pass to the Customer and the goods will only be sold to the Customer on payment of the full price.

4.2 Until payment of the price in full, the Customer agrees to hold all goods delivered to it as bailee for the Company until the price is paid in full.

4.3 Until the Customer pays the price in full, no interest in the goods (legal or equitable) passes to the Customer except for the right to hold the goods as bailee.

- (a) If the Customer:
  - (i) fails to pay the price in full on the due date for payment; or
  - (ii) prior to payment of the price deals with the goods in a manner inconsistent with the rights granted by Clause 4.3;

the Customer shall be deemed to be in material breach of this Agreement and it shall (in either case) return the goods to the Company immediately upon request and its bailment shall thereupon cease. It is agreed that the goods can be removed without material injury to other property and if the Customer fails to return the goods as requested, the Company through its agents may enter upon the premises containing the goods and remove them.

- (b) The Customer will not sell the goods to a third party before payment of the price in full without first obtaining the written consent of the Company to do so. Such sale by the Customer shall be as agent for the Company and the Customer shall hold the proceeds of the resale on trust in a separate account for the Company.

## **5. DELIVERY**

- 5.1 Time is not of the essence for the delivery of the goods. The Company will use its best endeavours to deliver the goods at the time agreed but will not be liable to the Customer or any other third party for any loss sustained by the Company or any other third party due to a delay in delivery.
- 5.2 The goods are at the Customer's risk upon delivery to the Customer or to a third party at the request of the Customer.
- 5.3 The Customer shall be liable for all delivery charges in relation to goods unless otherwise agreed or specified.
- 5.4 If the Company is unable to supply the Customer's total order, these Terms and Conditions of Sale will apply to the supply of all or part of the order.

## **6. CANCELLATION OF ORDER**

- 6.1 Should the Customer cancel an order after work has been commenced, the Customer will pay a reasonable charge for the work completed and materials used.

6.2 The Company may cancel or suspend all or any part of an order if amounts owing by the Customer are overdue or if the Customer becomes insolvent or enters into any form of scheme of arrangement within the meaning of the Companies Act (Chapter 50).

## **7. WARRANTIES AND LIABILITIES**

7.1 The Company and the Customer agree that where applicable and not otherwise excluded, the Sale of Goods Act (Chapter 393) shall apply.

7.2 The products manufactured by the Company are warranted for workmanship and materials for a period of 12 months from the date of delivery to the Customer. The Company warrants that any Safety Equipment provided by the Company complies with the relevant Singapore standard. It is the responsibility of the Customer to ensure that:

- (a) that the equipment's safety category is appropriate for the assessed risks; and
- (b) compliance with all Singapore standard requirements and Government regulations pertaining to the installation, maintenance and use of such Safety Equipment.

7.3 Except as provided herein and to the extent permitted by the laws governing these Terms and Conditions of Sale (see Clause 9.4):

- (a) all conditions and warranties (whether as to quality, merchantability, fitness for a particular purpose or otherwise) expressed or implied by statute, the common law, equity, trade, custom, users or otherwise are expressly excluded;
- (b) the liability of the Company for breach of any warranty or express or implied condition of this Agreement, to the extent permitted by law, will be at the option of the Company, only to the replacement of the goods, the supply of equivalent goods or the payment of the cost of those goods; and
- (c) the Company's liability does not extend to indirect, consequential loss or damage or for any loss of profit, revenue or business, whatsoever and howsoever caused whether arising out of negligence (with the exception of death or personal injury resulting from the Company's own negligence) or breach of these Terms and Conditions or otherwise.

7.4 The Customer acknowledges and agrees with the Company that:

- (a) use of the goods supplied are beyond the control of the Company;
- (b) any advice, recommendation, information or services provided by the Company, its employees or agents regarding the goods sold and their use shall not be construed as contractual conditions or warranties; and
- (c) save for death or personal injury resulting from the Company's own negligence, the Company shall not be liable to the Customer for any loss or damage sustained by the Customer due to any reason whatsoever including without limitation, as a consequence of any incorrect advice, recommendation, information or services provided by the Company, its employees or agents regarding the goods sold or the methods or conditions of applications and use of the goods sold whether such loss was caused by any act of negligence, act of recklessness or any breach of any duty of care which may be owed to the Customer by the Company, its employees, servants or agents.

The liability of the Company is limited – regardless of the legal cause – to a total maximum amount equaling 10 % of the total price to be paid by Customer to Company under the Agreement. This limitation of liability does not apply to claims arising from mandatory product liability law, to damage resulting from or arising out of intent or gross negligence and to cases of personal injury.

## **8. ACCEPTANCE AND CLAIMS**

- 8.1 The Customer shall inspect the goods upon delivery and shall within fourteen (14) days from the date of delivery give written notice to the Company of any matter or thing by reason whereof the Company alleges that the goods are not in accordance with this Agreement. If the Customer fails to give such notice then to the extent permitted by statute, the goods shall be deemed to have been accepted by the Customer and the Customer shall pay for the goods in accordance with this Agreement.
- 8.2 Should the Customer consider that it has any claim arising from the sale of goods to it by the Company it must:
  - (a) immediately upon becoming aware of the circumstances giving rise to such a claim, notify the Company of the nature of the claim; and
  - (b) allow the Company, its servants or agents full and free access to the goods in relation to which the claim is made (or the place where the goods have been applied or used) for the purpose of conducting such tests and examinations whether the claim is justified or not.

- 8.3 No return of goods will be accepted unless notified to the Company within fourteen (14) days of receipt and approved by the Company in writing. Return of goods approved by the Company must be freight prepaid. The Company will credit returned goods only if they are in saleable condition. If the Company accepts the return of saleable goods from the Customer, a handling fee will be imposed in accordance with the Company's handling charges set from time to time unless the return of such goods is due to the error of the Company.

## **9. MISCELLANEOUS**

- 9.1 The sale to the Customer of goods or services does not convey to the Customer any IP rights in such goods and services (other than the license to use such goods and services), including but not limited to any rights under any patent, trademark, copyright, or trade secret. All intellectual property rights in all deliveries and services remain vested in the Company. Reproduction or reverse engineering is prohibited.
- 9.2 The failure by the Company to insist upon observance by the Customer of any term of this Agreement will not be deemed a waiver nor amount to a waiver of any subsequent breach.
- 9.3 If any of these terms and conditions shall be held to be invalid, void, unenforceable or illegal for any reason, this Agreement will otherwise remain in full force and effect apart from such provision which shall be deemed to be deleted or modified to overcome that objection.
- 9.4 Variations of this Agreement will be effective only if agreed to by the Company in writing except where these terms provide otherwise.
- 9.5 Except as otherwise expressly provided, this Agreement will be governed by and construed in accordance with the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore courts.
- 9.6 The Company will not be liable for any delay or failure to perform its obligations pursuant to this Agreement as a result of any cause beyond its reasonable control; including but not limited to acts of God, acts of governments, acts of terrorism, hostilities between nations, war, strikes, boycotts, lockouts, industrial and labour dispute, infectious diseases epidemics as well as travel restrictions due to such events. If such delay or failure continues for at least 90 days, either party will be entitled to terminate this Agreement by notice in writing.
- 9.7 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms which might otherwise be interpreted to confer such rights to

such persons. No consent of any third party is required for any variation or termination of this Agreement.

#### **10. AUTHORISATION**

The Customer irrevocably authorises the Company its employees or agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers (collectively “the information sources”) and the Customer hereby authorises the information sources to disclose to the Company such information concerning the Customer which is within their possession and which is requested by the Company.

#### **11. VIENNA SALES CONVENTION**

The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) known as the Vienna Sales Convention does not apply to goods supplied by the Company to the Customer under any agreement nor do any terms or conditions express or implied by the Vienna Sales Convention form part of this Agreement.