



## ***Transicom Engineering Pte Ltd***

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### **GENERAL SALES CONDITIONS**

The following conditions are part of the Proforma/Sales Contract attached and any orders accepted by us are subject to these conditions. Acceptance of this Proforma/Sales Contract implies acceptance of these conditions and their application to any order given to us and based thereon.

#### **GENERAL**

1. Any circumstances of any kind whatsoever beyond the control of the Sellers interfering with the production delivery or transit of the goods and or any part thereof shall release the Sellers from responsibility for the whole or any part of the contract and the Buyers shall have no claim for damages in respect thereof. Any such delay as aforesaid shall not invalidate the contract or any part still to be fulfilled. No claim shall lie against the Sellers in respect of any loss suffered by the Buyers, except as to the return of any deposit made.

#### **DELIVERIES**

2. Dates given for delivery are approximate only. The delivery of one instalment delivered under this contract shall be considered as a separate contract. Default in delivery of any instalment shall not enable the Buyers to treat the contract as repudiated. Any goods not taken by the Buyers during the continuance of this contract as herein specified may be sold by the Sellers for the account of the Buyers. Delivery must be taken within (7) days of the issue of a delivery order or written advice of arrival, otherwise the Buyers will become liable for storage charges. All payments for goods to be delivered in instalments to be made on due date otherwise the Sellers may at their discretion refuse to deliver further instalments until such payments be made. Buyers must inspect the goods before signing the delivery order. After acceptance of a delivery order by the Buyers they will be deemed to have accepted the goods.

#### **DEPOSITS**

3. Any deposit pay by Buyers to sellers under this contract is to be counted as a portion of the payment when the Buyers have fulfilled their part of this contract, but should Buyers fail to fulfill same, then the deposit money is to be forfeited to the Sellers as compensation for losses or damages arising therefrom. If the deposit is not sufficient to cover the damages, the Sellers may claim further compensation.

#### **PRICES**

4. The prices in this contract are the latest available in Sellers possession and are subject to manufacturers or contractors final confirmation. Should the cost of goods be increased by any other circumstances of any kind whatsoever beyond the control of the Sellers including (but not by the way of limitation) variations in rates of exchange devaluation, import taxes or any relevant rates of freight or insurance, such increase shall be borne by the Buyers.

#### **GUARANTEES**

5. No guarantee is given by the Sellers in respect of the goods or service specified in this contract unless such guarantee is added as a special condition hereto, and any guarantee so given is limited to repair of such parts as Seller consider necessary. Any part subject to wear and tear is generally excluded from any guarantee.



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### **GOODS LOST**

6. Should the goods or any part thereof be lost or destroyed in transit or before delivery this contract will be void as regards such goods lost or destroyed.

### **FILLING CLAIMS**

7. No claim will be recognised by the Sellers unless made within 10 days after delivery.

### **REFUSAL**

8. If there shall be more than one contract existing between the Buyers and the Sellers and the Buyer shall fail to carry out any of the terms of this contract the Sellers shall be at liberty to refuse to carry out such other contract until the Buyers have complied with the terms of this contract and the Sellers are also at liberty to utilise the margins on remaining contracts for the fulfillment of this particular contract.

### **CERTIFICATIONS**

9. The Seller advise herewith the Buyer to check whether local regulations make it necessary to provide some certificates, license, permit etc to import and install the ordered goods. Seller is not responsible for arranging this unless specifically mentioned. Fees for registration etc of any goods imported or installed is strictly for Buyers account.

### **PERFORMANCE CLAIMS AND DISPUTES**

10. The Seller guarantees that its equipment or material will comply with the contracted specifications and satisfy the purpose which is was intended, provided said specifications and purpose are specifically described but not to accomplish additional functions or possess additional capacity or characteristics from that specifically described, or operate under conditions different from those which existed when the equipment was installed or the material sold. The Seller will, under no circumstances be liable to the Buyer for any direct, indirect, incidental, special or consequential damages arising out of the use or operation of the equipment or material notwithstanding the fact that the equipment or material may, for any reason, fail to satisfy the purpose for which it was intended. The Buyer's sole and exclusive remedy, in the event the Seller, at its option cannot within a reasonable period of time, repair any claimed failure of the equipment or material to satisfy the purpose which it was intended, shall be the recovery of the purchase price paid for the equipment or material, provided the Buyer returns to the Seller, at the Seller's option, said equipment or material with transportation charges paid.

### **LATE PAYMENT**

11. For overdue payments the Sellers shall have the right to invoice the Buyers for interest on the outstanding balance at the rate of 1% per month and the Buyers agree to pay such interest charges.

### **INSTALLATION CHARGES**

12. Unless otherwise agreed in writing, the quoted prices does not include installation or commissioning charges.



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### **INSTALLATION CONDITIONS**

13. If installation is included in the contract, the following will apply, unless specified otherwise in writing:-

A. All labour, skilled or otherwise, tools, materials, permit, licenses, services and facilities required for unloading, uncrating, installation, erection, starting, testing, adjusting, maintenance and operation of the Equipment must be provided by the Buyer at the site at its own expense as and when requested by the Seller.

B. The Buyer shall provide and pay direct for good hotel accommodation for the Seller's personnel from the time they leave the Seller's Singapore Works until they return. In addition, the Buyer, shall pay all expenses incurred by such personnel on meals, and incidentals.

C. The Seller will charge to the Buyer and the Buyer shall pay for any materials supplied by the Seller in connection with the installation and/or commissioning service.

D. The Buyer is responsible for any and all preparations required for installation of the Equipment in its Works including but not limited to alterations to buildings, the provision of proper sound and substantial foundations on the site for the Equipment and the provision of and connection to the Equipment of all necessary services, all of which shall be carried out at the Buyer's expense.

E. Any estimate of time for completion of an installation contract is approximate only and is given on the basis that all necessary preliminary work, services, labour and facilities (including but not limited to labour, foundations, scaffolding, lifting tackle, water and power) are ready and free for the Seller's use when required.

### **DRAWINGS**

14. Drawings, dimensions, designs or layout plans for the equipment will only be provided if indicated or as otherwise deemed necessary by the Seller (whose decision in this respect shall be final and binding on the Buyer.)