



CO. REG. NO.: 196400204N

新馬電纜(私人)有限公司

SIGMA CABLE COMPANY (PTE) LTD



TERMS AND CONDITIONS OF SALES

1. Application of Conditions

- 1.1. These Terms and Conditions of Sales (the "**Conditions**") shall apply exclusively to the sale of goods by Sigma Cable Company (Private) Limited (UEN no.: 196400204N), a private limited company incorporated in Singapore (the "**Seller**"), to the buyer (the "**Buyer**"). The term "**parties**" shall henceforth refer collectively to both the Seller and the Buyer and the term "**party**" shall refer to each of the parties. The term "**goods**" in these Conditions shall refer to the goods to be sold by the Seller to the Buyer.
- 1.2. These Conditions shall override any terms and conditions whether previously or hereafter stipulated incorporated or referred to by Buyer whether orally in its purchase order or other documents or correspondence from the Buyer, and no addition, deletion, alteration or substitution of these terms will bind the Seller or form part of the Contract unless they are expressly accepted in writing by an authorised personnel of the Seller.

2. Entering into Contract

- 2.1. Each of the Seller's quotation (the "**Quotation**") are subject to written confirmation by the Seller in all instances. Any declarations or confirmation of acceptance and any purchase order placed by the Buyer must be ultimately confirmed by the Seller in writing (by letter, fax or electronic mail) (the "**Order Confirmation**") in order for them to be legally valid and binding on the parties. Each Order Confirmation so accepted or confirmed by the Seller shall be upon these Conditions and shall constitute an individual legally binding contract between the Seller and the Buyer and such contract is hereinafter referred to as a "**Contract**". The Buyer shall then drawdown on the goods ordered by requesting the Seller to deliver such proportion of the goods as the Seller may require. The aggregate value of the goods drawn down by the Buyer for each specific Contract shall +/- 3% of the total quoted value of the goods.
- 2.2. All goods supplied by the Seller shall be in accordance with the specifications set out in the Quotation by the Seller. Except as specifically mentioned herein, no other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated into the Contract. Notwithstanding any description of the goods given by the Seller or the Buyer, the sale of goods by the Seller shall not be construed as a sale by description.
- 2.3. The Seller reserves all rights of ownership and intellectual property rights (including copyright, design rights, trademark rights and patent rights) in and to the cost estimates, drawings and other information, in any form or media, which are provided to the Buyer.
- 2.4. **The Buyer shall indemnify the Seller against all damages, claims, costs and expenses in connection with any claims made against the Seller as a result of work done or goods sold in accordance with the Contract which involve infringement of any copyrights, patents, registered designs, trademarks or other intellectual property rights.**

3. Price and Payment

- 3.1. Unless otherwise agreed in writing by the parties, prices stated in the Quotation shall be valid for a period of time as stated in the Quotation. If the Buyer does not accept the prices in the Quotation within such stated time period, the quote shall become invalid and the Seller may, upon the request of the Buyer, provide a new price quote to the Buyer. The applicable prices shall be the prices stated in the Order Confirmation. When applicable, goods and services tax at the current statutory rate shall be added to these prices.





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- 3.2. In any event of cost increment due to Clause 5.8 or any other factors beyond the Seller's reasonable control, both parties shall negotiate the resolution.
- 3.3. Unless otherwise stated by the Seller in writing, the Buyer shall pay for the goods based on the payment deadline stated in the Seller's invoice. The time within which the Buyer shall pay the Seller's invoice shall be of the essence for each Contract. The Buyer shall be charged interest of 1.5% per month. Such interest shall be applied to the outstanding payments in default from the date when such payment is due until the date of actual payment.
- 3.4. The Seller reserves the right to set-off payments made by the Buyer against earlier debts incurred by the Buyer in connection with any goods purchased by the Buyer. The Seller will inform the Buyer of any set-offs made. If any costs and interests have arisen, the Seller has the right to set the payment off first against such costs, then against such interests and finally against the principal sum owing by the Buyer to the Seller.
- 3.5. All sums payable by the Buyer under each Contract shall be paid free and clear of any deductions or withholding, except as required by law. If any such deductions or withholding are required by law, the Buyer shall pay the Seller an amount such that the Seller shall receive the sums payable under the Seller's invoices as if there was no such requirement to make a deduction or withholding.
- 3.6. The Seller may in its absolute discretion issue a "credit facility" letter to the Buyer in which the Buyer may be able to order goods up to the stated credit limit, such credit facility letter to form part of the provisions of the Contract. The Buyer shall be entitled to drawdown on the goods confirmed in the Order Confirmation and/or such credit facility letter. Notwithstanding anything herein contained, or contained in the Quotation, the Order Confirmation or the credit facility letter, the Seller reserves the right to limit/ cancel the credit of the Buyer as to time and/or amount without giving any reasons thereof and to demand full settlement immediately of all sums that may be owing by Buyer notwithstanding that the credit period has not expired. The Seller may at any time adjust the credit limit for each Buyer in its absolute discretion or demand payment for earlier delivery of the goods (whether or not payment was due then). Where the Seller deems necessary, the Seller shall also demand irrevocable letters of credit from the Buyer.
- 3.7. If the Seller is satisfied that there are circumstances that call into question the Buyer's credit-worthiness and in particular, if the Buyer dishonours a cheque or is in breach of any obligations to make payments to the Seller under these Conditions, the Seller shall have the right to demand immediate payment for any sums which are outstanding under these Conditions. In such a case, the Seller shall also have the right to demand payments in advance or provisions for security. The Seller shall then also be entitled to (i) extend the time of delivery of the goods and deliver the goods only if advance payment has been made or if adequate security has been made before the delivery of the goods or (ii) or terminate the Contract immediately and demand payment for goods already delivered and the Seller shall not be liable to deliver the remaining goods that the Buyer has not yet drawn down or requested delivery thereof.

4. Title

- 4.1. The Seller shall retain title in the goods until all payments and each and every claim under the relevant Contract in respect of such goods has been received by the Seller.
- 4.2. The Buyer shall not sell, pledge, mortgage or otherwise deal with the goods as security in respect of goods in which the Seller retains title.





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- 4.3. In the event of a default in payment by the Buyer, the commencement of insolvency proceedings or seizure of assets with respect to the Buyer, the Seller (ii) shall have the right to bring claims against the Buyer for outstanding payments and/or (ii) shall be entitled to recover the goods and resell the goods subject to the retention of title without the Buyer being able to make any claims against the Seller including claims of trespass of property, and the Buyer shall procure that the Seller and its employees or agents shall have the necessary access to such premises to recover the goods and/or (iii) if the Buyer has resold the goods, the Buyer shall hold the proceeds of sale on trust for the Seller and ensure that the Buyer pays the Seller promptly upon receipt of such proceeds of sale.

5. Delivery

- 5.1. Delivery of the goods shall be made by the Seller delivering the goods to the Buyer at the ground level of the agreed named location of the Buyer ("**Delivery Location**"). The Seller shall not be liable if an unauthorised person takes delivery of the goods at the Delivery Location. The Buyer shall be responsible for off-loading/ handling the goods once the goods are delivered to the Delivery Location.
- 5.2. The stated time for delivery of the goods is an estimated time only and the Seller shall not be liable for delayed delivery of the goods and any resulting damage or loss arising out of such delay. Any dates quoted for delivery of the Goods are an approximate only and the Seller shall not be liable for any delay in delivery of the goods howsoever caused, including any resulting loss or damage arising out of such delay. Time for delivery shall not be of the essence of the relevant Contract.
- 5.3. The delivery period is only deemed to have commenced when the Buyer has submitted the required documentation to the Seller according to the agreed timelines.
- 5.4. The Seller may deliver the goods in instalments. Failure or delay in delivering any instalment of goods shall not entitle the Buyer to terminate the contract.
- 5.5. When goods are ordered by the Buyer on an ex-stock basis, availability of the goods is subject to such goods not being sold in another transaction between the date that the Seller advises the Buyer that such goods are available and the date when the Seller receives the Buyer's order.
- 5.6. If the Seller is unable to receive adequate supply of raw materials in order to have the goods manufactured for delivery to the Buyer, the Seller shall notify the Buyer as soon as practicably possible and both parties shall negotiate the resolution in good faith.
- 5.7. If the Seller fails to take delivery of the goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- (i) store the goods until actual delivery and charge the Buyer for the reasonable cost (including insurance) of storage; or
 - (ii) sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price.





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5.8. The Seller shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from Force Majeure. Following notification from the Seller to the Buyer of such cause, the Seller shall be allowed a reasonable extension of time plus an appropriate period for the performance of its obligations. If the period of Force Majeure exceeds 60 calendar days, the Seller shall be entitled to terminate the Contract by giving the Buyer 7 days' (being such 7 calendar days after the expiry of the aforesaid 60 days) written notice, whereupon the Seller shall be discharged from its obligations under the Contract. In the event of a termination of the Contract as described in this Clause, the Buyer shall not be entitled to any claims for compensation in damages if the time for delivery was extended or if the Seller is no longer obliged to deliver the goods to the Buyer. For the purposes of this clause 5.8, "Force Majeure" shall mean a) act of God, pandemic or epidemic, explosion, flood, tempest, fire or accident; b) war or threat of war, sabotage, insurrection, civil disturbance or requisition; c) act, restrictions (including restrictions on cross-border travels or cross-border controls), regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental parliamentary or local authority; d) import or export regulations or embargoes; and e) power failure or breakdown in machinery; and f) any cause or circumstance whatever beyond the Seller's reasonable control.

6. Risk

- 6.1. Risk of damage to or loss to the goods shall pass to upon delivery of the Goods to the Buyer at the Delivery Location.
- 6.2. If the Buyer delays in taking delivery of the goods, the Seller shall then have the right to demand reimbursement for any loss of the goods arising from such delay. The risk of accidental deterioration and accidental destruction of the goods passes to the Buyer if the Buyer delays in taking delivery of such goods.

7. Acceptance of Goods and Defects

- 7.1. The Buyer shall inspect the goods immediately upon delivery of the goods to the Buyer. Unless the Seller receives a written notice from the Buyer that the goods are not in accordance with the specifications in the Order Confirmation and the goods returned to the Seller within 24 hours from the date of delivery at the Buyer's expense, the goods shall be deemed to have been accepted by the Buyer Provided That the Seller shall not accept any return of goods that have been used or processed in any way (including cables that have been cut).
- 7.2. Where there is a claim from the Buyer in respect of any of the goods which is based on any manufacturing defect in the goods or their failure to meet specification, the Seller's quality assurance team shall inspect such goods. If the Seller determines in its absolute discretion that such goods are defective, the Seller shall be entitled to: (i) replace the goods (or the part in question) and deliver to the Buyer's Delivery Location free of charge; or (ii) at the Seller's sole discretion, refund to the Buyer the price of the goods (or a proportionate part of the price); and the Seller shall have no further liability to the Buyer. Upon delivery of the replaced goods to the Buyer, the Buyer shall have 24 hours from such date of delivery to inspect the replaced goods, provide written notification to the Seller if such goods are not in accordance with the specifications in the Order Confirmation and return such goods to the Seller, failing which the replaced goods shall be deemed to have been accepted by the Buyer. The Seller shall not accept any returned goods that have been used or processed in any way (including cables that have been cut).
- 7.3. Subject as expressly provided in these Conditions, all representations, warranties, conditions or other terms whether express, implied, statutory, under common law or otherwise relating in any way to the goods are excluded to the fullest extent permitted by law.





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8. Liability of Seller and Insolvency of Buyer

8.1. The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, in contract or tort, by statute, at common law or otherwise howsoever, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the sale of the goods (including any delay in delivery or failure to deliver the goods in accordance with these Conditions or at all) or their use or resale by the Buyer. [Notwithstanding Clause 8.1, the entire liability of the Seller under or in connection with these Conditions shall not exceed \$10,000.00]

8.2. This clause 8.2 applies if:

- (i) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or partnership) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- (ii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;
- (iii) the Buyer ceases, or threatens to cease, to carry out business;
- (iv) if any material change shall occur in the management, ownership or control of the Buyer; "material change" shall mean in this clause a change of more than 30% in the ownership or control of the Buyer or a change resulting in the ultimate shareholders or the immediate shareholders of the Buyer owning or controlling less than 51% of the Buyer; or
- (v) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to (a) cancel the Contract upon which cancellation such Contract shall be terminated or (b) suspend any further delivery of goods under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement with the Buyer to the contrary. The Seller shall not be liable to the Buyer for any damages that the Buyer may suffer or incur by reason thereof.

9. Confidentiality

Unless otherwise expressed or designated as confidential by the Buyer and/ or the Seller, information disclosed by the Buyer to the Seller in connection with an order for goods is not considered confidential information.





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10. General Provisions

- 10.1. These Conditions shall be governed by and construed in accordance with the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these Conditions.
- 10.2. The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.
- 10.3. The invalidity, illegality or unenforceability for any reason of any part of these terms and conditions shall not prejudice or affect the validity, legality or enforceability of the remaining terms.
- 10.4. No failure on the part of either party to exercise any rights, nor any delay in exercising any rights, under these Conditions at any time shall constitute a waiver of these Conditions nor shall any single or partial exercise of any right under these Conditions preclude any other or further exercise of any other right.
- 10.5. Unless otherwise expressly stated, the election by either party of a particular remedy in the event of default by the other party shall not be exclusive of any other remedy and all rights and remedies of the parties hereto shall be cumulative and not exhaustive of any other rights or remedies provided by the law.
- 10.6. The Buyer shall not without the prior written consent of the Seller assign transfer or sub-contract the rights or obligations under these Conditions or any part of these Conditions.
- 10.7. The Seller may assign transfer or sub-contract these Conditions or any part thereof to any other person or company.
- 10.8. A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

