

## **Terms & Conditions of Sale**

For **Non-Export customers**, see below for current Terms and Conditions.

### **Issue date of Conditions: Nov 2022**

The Company is predominantly a business to business supplier. This Catalogue and any one-off special catalogues and other product brochures produced by the Company are intended for use by business customers.

Notwithstanding any other provisions in these Conditions, the Company does not exclude, restrict, or modify any liability that cannot be excluded, restricted or modified by law including liability under the Consumer Protection (Fair Trading) Act and its amendments. However, where such statutory provisions apply, or where the Customer is entitled to claim under an express provision of these Conditions (including Conditions 8, 9, 13 and 14), then to the extent permitted by law the Company's total liability shall be limited at its option to that specified in Condition 15 below.

### **1. Definitions**

"Catalogue" means the catalogue (in whatever form, whether paper or electronic) in which these Conditions are set out;

"Company" means WF Industrialopolis Pte. Ltd. trading as WFI, its successors and permitted assigns;

"Conditions" means these terms and conditions;

"Contract" means any contract between the Company and the Customer for the sale and purchase of Supplies;

"Customer" means the person(s) or company whose order for the Supplies is accepted by the Company;

"Goods" means any goods supplied or to be supplied by the Company to the Customer and includes their packaging and any replacement Goods supplied under these Conditions;

"GST" means good and services tax under the Goods and Services Act (Cap 117A);

"Services" means any services supplied or to be supplied by the Company to the Customer;

"SGD" means Singapore Dollars;

"Supplies" means any Goods or Services;

"in writing" includes electronic communications.

Reference in these Conditions to any legislation or regulation includes any re-enactment, amendment or substitution of such legislation or regulation.

### **2. Conditions**

All orders are accepted by the Company subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between the Company and the Customer or set out in the Customer's standard terms and conditions to the fullest extent permitted by law. If there is any conflict between

- i. the other provisions of this Catalogue and these Conditions; or
- ii. the provisions of the order and these Conditions

these Conditions will prevail unless the Company agrees otherwise in writing. Together with any terms accepted by the Company in connection with an order, these Conditions constitute the entire agreement between the Company and the Customer in relation to the Supplies ordered. No variation to these Conditions is permitted unless expressly authorised in writing by a director of the Company.

### **3. Prices**

All prices for Supplies provided by the Company are in USD and are exclusive of GST and other duties and taxes and any applicable transport and handling charges which will be added at the time of despatch and shall be payable by the Customer. The Company has used all reasonable endeavours to ensure that prices for the Supplies are accurately set out in the Catalogue but these prices are not binding and the Company reserves the right to

change its prices without notice at any time. Prices charged will be those prevailing when an order is accepted. Where Supplies are to be made in instalments (referred to in these Conditions as "Scheduled Delivery"), the prices of Supplies to be delivered within 90 days of the date of order will be those applicable at the time of despatch of the first batch of Supplies. Where Scheduled Delivery may continue over a period of 90 days or more from the date of order, the Company reserves the right to increase prices to those applicable at the date of despatch but will use all reasonable endeavours to ensure that the applicable prices are accurately set out in the Catalogue. Additional services or any customisation of the Goods requested by Customer shall be charged at the price quoted in writing by the Company.

The Company's standard documentation is a single invoice and a single delivery order. The cost of additional copies or of any other documents is not included unless specified on the Company's quotation or pro forma invoice. The Company reserves the right to charge for copy invoices or where the original has been lost or misplaced by the Customer. The Company will quote for such charges if details are given at the time a quotation is requested. Such charges will be detailed separately.

#### **4. Payment**

When credit terms have been approved, payment is due not later than 30 days of the Company's invoice, without any deduction, set off or withholding whatsoever. Time for payment shall be of the essence. If the Customer fails to make payment by the due date, then, without prejudice to any other right or remedy, the Company shall be entitled to:

- i. cancel the order or suspend any further deliveries or performance;
- ii. appropriate any payment made by the Customer to such of the Supplies (or the Supplies made under any other contract) as the Company may think fit; and
- iii. charge interest (both before and after any judgment) on the amount unpaid at the rate of 2% per annum above the official published interest rate of the reserve Bank of Australia from time to time until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

The Company reserves the right to charge for copy invoices or where the original has been lost or misplaced by the Customer. If legal action is taken to recover monies due to the Company the Customer shall reimburse to the Company all legal and other costs and expenses incurred by the Company in such recovery.

#### **5. New Accounts**

The Customer should complete the application form that is enclosed in the Catalogue or available on request. If any credit limit is granted to the Customer, it shall at all times be discretionary and may be reduced, suspended or withdrawn at the discretion of the Company at any time without prior notice.

Commercial Credit Accounts are only available to bodies corporate and not to individuals.

Non-bodies corporate may purchase goods by cash, cheque, bank transfer, NETS, Amex, Visa or Mastercard credit cards via the Company's website or by telephone.

Please note that the Company will not be responsible for or bear any bank charges or commissions on transactions. All documentary credits must be marked that all such charges or commissions are for the Customer's account.

#### **6. Orders**

The Company reserves the right to decline to trade with any company or person or to accept orders for Supplies in part. To avoid duplication, only written confirmation of orders signed with company stamp will be accepted for

corporate bodies. Orders from individuals will only be confirmed after payment for the corresponding order is received in full. The Company will not accept liability for orders not processed as mentioned and duplicate orders will be charged accordingly.

The Company does not impose any minimum order requirements on orders to be charged to a credit account with the Company unless as mentioned in the Catalogue. Orders for certain Goods, in particular Goods which are not in Catalogue or are non-stock items, may be subject to a minimum order quantity or value which the Company will use its reasonable endeavours to notify to the Customer prior to accepting its order.

Once accepted, no order may be cancelled or reduced without the prior written agreement of a director of the Company. Without limiting the generality of this, orders for Goods which are not in-catalogue, non-stock items, consists of computer products or software, contain any hazardous substances and/or are consumable items, may not be cancelled. For credit card transactions a minimum order requirement of USD10.00 will apply.

Orders for Goods are accepted by the Company by despatching the Goods provided, however, that despatch will not be acceptance where the price for the Supplies has been incorrectly quoted or referenced by the Customer in its order.

### **7. Standard Delivery**

Provided that Goods are in stock, the Company will use its reasonable endeavours to despatch Goods ordered before 5:00 pm Monday to Friday on the same working day and Goods ordered after 5:00 pm Monday to Friday on the next working day. No commitment is given in relation to delivery times achieved.

The Company charges a delivery charge as listed in the order. The spend amount shall not include GST, any other taxes or any discounts.

The above terms do not apply to those heavy Goods with delivery charges TBA in the Catalogue, large and/or hazardous Goods and may not apply to Goods which are specially sourced or not in the Catalogue. The Company reserves the right to charge extra for delivery, packing and insurance in transit for all such Goods. Any such charge will be notified to the Customer at the time of placing of the order to which such charge applies.

The Company will use reasonable endeavours to meet delivery and/or performance estimates but, except as set out in Condition 8 below, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance, even where it arises as a result of the negligence of the Company or its carriers. Time for delivery and/or performance shall not be of the essence. Delivery will be made to the address specified by the Customer. The Company may use any method of delivery available to it.

The Company reserves the right to deliver or perform by instalments. Failure to meet a scheduled delivery or performance date shall not prevent or restrict the Company from making further deliveries or rendering subsequent performance under the relevant Contract by instalment. Scheduled Deliveries can only be accepted for a maximum period of 3 months from the date of order.

### **8. Inspection, Defects and Non-Delivery**

The Customer must inspect the Supplies as soon as is reasonably practicable after delivery, or in the case of Services, performance, and, except as set out in Condition 14 and/or 15 below, the Company shall not be liable for any defect in the Supplies incomplete or failed delivery, shortage of weight or quality of Supplies unless written notice is given to the Company within 7 days of delivery. The Company does not write software comprised in the Goods and it is the Customer's responsibility to check for the presence of computer viruses before such Goods are used. If the Customer receives a damaged parcel, the Customer should take photographs of the parcel to confirm the damage and notify the Company immediately prior to opening the parcel.

The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence to the contrary. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 7 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events.

Any liability of the Company for non-delivery or non-performance or for Goods notified as defective on delivery or Services notified as defective following performance in accordance with this Condition 8 will be limited to, at the Company's option, replacing the Goods or re-performing the Services within a reasonable time or to refunding the price then paid in respect of such Supplies.

### **9. Description**

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, capacity or other details including, without limitation, any statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including without limitation in this Catalogue, on despatch notes, invoices or packaging) are intended to give a general idea of the Supplies but will not form part of the Contract. If the Description of any Goods differs from the manufacturer's description, the latter shall be deemed to be correct. The Company shall take all reasonable steps to ensure the accuracy of Descriptions but relies on such information, if any, as may have been provided to it by its suppliers and to the fullest extent permitted by law excludes all liability in contract or tort or under statute or otherwise for any error in or omission from such Descriptions whether caused by the Company's negligence or otherwise. The Company may make changes to the Supplies as part of a continuous programme of improvement or to comply with legislation.

### **10. Risk and Ownership**

The risk of damage to or loss of Goods will pass to the Customer when the Goods are unloaded from the Company's carriers at the Customer's premises or when Goods are received by the Customer or its representative, whichever is earlier. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account whatsoever.

Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee, insure the Goods against all usual risks to full replacement value, not pledge or allow any lien, charge or other interest to arise over Goods, and store each delivery of Goods separately, clearly identified as the Company's property and in a manner to enable them to be identified and cross referenced to particular invoices where reasonably possible. The Customer may use or sell Goods in the ordinary course of business, provided that the Customer will be agent for the Company in any sale if Goods are sold. However, any such agency will only extend to the obligation to account for proceeds. The Company will not be bound by any contract between the Customer and the Customer's purchaser. The Customer must account to the Company for that part of the proceeds of any such sale which equates to the price of the Goods and shall hold that amount in a separate bank account on trust for the Company. The Customer will hold on trust for the Company in a separate bank account any insurance monies received by the Customer for Goods owned by the Company.

The Company's rights as an unpaid seller will not be affected by the Company retaining title to Goods under this Condition 10.

If payment is not received in full by the due date, or the Customer becomes bankrupt, passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

If the Goods are mixed, processed or used so that they lose their identity or are irrevocably incorporated in, mixed with or applied to other goods to make another item, then ownership of the Goods will pass to the Customer, however a portion of proceeds of sale of any such item equivalent to the cost for the unpaid Goods remains in trust for the Company until payment for the Goods is made in full.

### **11. Returns**

No Goods may be returned other than with the prior agreement in writing of the Company. Prior to returning any Goods to the Company for any reason, the Customer must contact the Company to receive confirmation and acceptance of return and issued a RMA number. All Goods are returned at the Customer's risk and expense and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return. Appropriate precautions must be taken in respect of Goods of their respective specifications or physical/special properties (eg. 'static sensitive')

All Goods accepted for return should be returned for receipt by the Company within 7 days of delivery. The Customer should return the Goods to "Returns Items, WF Industrialopolis Pte Ltd, 27 New Industrial Road, #06-06, Singapore 536212" clearly quoting the Customer's account number/Name, order number and RMA number.

Any Goods returned will be charged a restocking fee at the discretion of the company.

The Company expressly reserves the right (without limiting its discretion under this Condition 11) to refuse the cancellation of any order for or return for credit of Goods supplied by the Company which are not in the Catalogue, are notified by the Company to be not-in-catalogue Goods, non-stock items, are sourced from our networking suppliers, consist of computer products or software or contain any hazardous substances. Consumable items are non-returnable.

### **12. Lien**

The Company shall have a general lien in respect of all sums due from the Customer upon all Goods to be supplied to the Customer or upon which work has been done on the Customer's behalf and upon fourteen days written notice to the Customer, the Company may sell such Goods and apply the proceeds towards the satisfaction of any sums due to the Company.

### **13. Performance and Fitness for Purpose**

#### **Subject to Condition 15:**

1. Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the Company accepts no liability for any failure of the Supplies to comply with such criteria, whether attributable to the Company's negligence or otherwise; and
2. The responsibility for ensuring that Supplies are sufficient and suitable for a particular purpose is the Customer's unless specifically stated in writing by a director of the Company.

Any advice or recommendation given by an employee of the Company which is not confirmed in writing by a director of the Company is acted on entirely at the Customer's risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed. Except as set out in Condition 15, the liability of the Company to the Customer, should any warranty, statement, advice, or recommendation confirmed in accordance with this Condition 13 prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Supplies or, at the Company's option, the supply of replacement Supplies which are sufficient and suitable.

### **14. Warranty/Guarantee**

The Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of Goods.

In addition, the Company will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design for a period of 12 months after the date of despatch of the Goods or performance of the Services. For refurbished/repaired Goods, the warranty shall be 3 months or as stated in the Contract.

This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- if the Customer has failed to notify the Company of any defect in accordance with Condition 8 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.
- If the Goods is sold to the Customer under an "As-Is" condition.

Any replacement Supplies made, or Goods repaired under this Condition 14 will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Supplies. Any Goods which have been replaced will belong to the Company.

The Customer grants to the Company and its employees, agents and representatives a right to enter onto its premises to affect any repair or replacement under this Condition 14. The Customer shall ensure that the Company's employees, agents, and representatives are provided with a safe and secure working environment while at its premises and the Customer shall be responsible for isolating any equipment or tool requiring repair or replacement from its network and for making back-up copies of any information on such computers or processors as necessary before the Company's arrival on site.

Except as set out in 15 below and 8 above, this Condition is the Company's sole obligation and the Customer's sole remedy for defective Supplies and is accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded.

### **15. Liability**

The Company shall not be liable for any damage, loss, cost, claim, or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to the negligence of the Company, its employees, agents or subcontractors.

The Company does not exclude or restrict its liability for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability. Nothing in these Conditions of Sale excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

Except for any rights to have Goods repaired or replaced or Services re-performed or to receive a refund of any price paid as expressly set out in these Conditions or at law, the Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or

otherwise) for any damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, computer downtime, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, loss of contracts and the like) howsoever caused or arising out of or in connection with:

- Any of the Supplies, or their manufacture, sale, performance, characteristics or any failure or delay in performance or supply of the Supplies by the Company or on the part of the Company's employees, agents or subcontractors;
- Any breach by the Company of any of the express or implied terms of the Contract;
- Any use made or resale or on-supply of any of the Supplies or any product incorporating any of the Goods or developed using the Supplies;
- Any acts or omissions of the Company at the Customer's premises;
- Any statement made or not made, or advice given or not given by or on behalf of the Company including without limitation any statement as to compliance with legislation or regulation; or
- Otherwise under the Contract.

Except as contemplated by Condition 15(ii), these Conditions set out the entire liability of the Company to the Customer in respect of the Supplies and shall be in lieu and to the exclusion of all other warranties, conditions, and other terms implied by statute or common law save for any implied terms which by law cannot be excluded. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to repairing, replacing or, in the case of Services, re-performance or, in any case, at the Company's option, refunding monies already paid in respect of the Supplies. And the Company hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations express (other than those set out in these Conditions or given in accordance with them) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Customer. If the Goods are capable of storing user-generated data, repair may result in loss of that data and, to the fullest extent permitted by law, the Company expressly excludes all liability for such loss of data, and recommends that the Customer take steps to back-up such data before returning the Goods to the Company for repair.

Each of the Company's employees, agents and subcontractors may rely on and enforce the exclusions of and restrictions on liability in these Conditions in that person's own name and for that person's own benefit.

#### **16. Use of Personal Data**

The Company handles personal data in accordance with applicable personal data laws, the terms of its privacy policy and the consents it has received from each personal data owner. The Company's privacy policy outlines how and the purposes for which the Company manages, collects, uses, and transfers personal data.

#### **17. Intellectual Property Rights**

The Supplies in this Catalogue may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design rights, utility rights, database rights, circuit layout rights and/or other rights of third parties. No right or licence is granted to the Customer, except the right to use the Supplies or re-sell the Goods in the Customer's ordinary course of business. The Company shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising.

In particular, without limiting the above, title in any software program forming part of the Goods is reserved to the Company and/or its suppliers. The Customer is responsible for informing itself of the terms of its licence or use and paying any royalty payable. Such programs may be used only with the Goods. The Company owns full copyright in respect of this Catalogue and its reproduction in whole or part is prohibited without the Company's prior written consent.

**18. Promotions**

In the event that the Company sends promotional material to the Customer in relation to goods or services available from the Company, these Conditions shall apply to all Supplies purchased from such material.

**19. Country of Origin**

Unless otherwise confirmed by the Company in writing, nothing in this Catalogue is to be taken as representation of the source of origin, manufacturer or production of the Goods or any part thereof. Any fees incurred by the Company to provide certificates of origin (where available), will be charged to the Customer at cost.

**20. Export Controls**

The Customer acknowledges that the commodities, technology, or software ("Items") that they have purchased or will purchase from the Company is subject to the export control laws of jurisdictions from which those Items are exported as well as the import laws of the jurisdictions into which those Items are imported.

The Customer acknowledges that technology consists of "Technical Data" and "Technical Assistance". "Technical Data" can take on the form such as blueprints, plans, diagrams, modals, tables, engineering, design and specifications, manuals and instructions written or recorded on media or devices such as disk, tape, or read-only memories. "Technical Assistance" can take on the form such as instructions, skills training, working knowledge, or consulting services.

The Customer certifies that they will not directly or indirectly export, re-export, or transfer (or cause to be exported, re-exported or transferred) any Items to any country, jurisdiction, individual, corporation, organization, or entity to which such export, re-export, or transfer is restricted or prohibited except as may be authorized by the applicable governmental authority pursuant to an export license or other approval. This includes any country, jurisdiction, individual, corporation, organization, or entity subject to sanctions or embargoes administered by the United States Government, the European Union, or by any other applicable government authority.

The Customer certifies that they will not use the Items in relation to chemical, biological, or nuclear weapons; rocket systems (including ballistic missile systems, space launch vehicles, and sounding rockets) or unmanned air vehicles capable of delivering chemical, biological, or nuclear weapons; development of weapons of mass destruction, or; any other end-usage prohibited by applicable laws.

The Customer represents and warrants that it is not a Military End User and will not use the Goods for Military End-Use. The Customer commits that the Goods will not be supplied to a Military End User or for a Military End-Use.

The Customer accepts that this agreement prohibits exports and re-exports of the Company's Goods to Belarus, Cuba, Iran, North Korea, Russia, Crimea, Donetsk or Luhansk regions of Ukraine, and Syria. (These countries are subject to change at any time).

The Customer acknowledges their responsibility to obtain licenses or other authorization to export, re-export, transfer, or import any Items as required by applicable laws. They will not export, re-export, transfer, or import any Items except in accordance with applicable laws.

The Company reserves the right not to supply to certain customers or to certain countries and to require from the Customer full details of the end use and final destination of the Goods.

**21. Age Requirement for Certain Goods**



Where the law requires a minimum age for the purchase of certain Goods, the Customer confirms that he or she is over the required age and that delivery of the Goods will be accepted by a person over the relevant age limit.

## **22. Prohibited Applications**

The Goods are not designed, authorised or warranted to be suitable for use in anti-personnel landmines, nuclear facilities or weapons, chemical or biological weapons, missile technology, space or aircraft or air traffic applications, life support or life sustaining equipment, surgical implantation equipment or for any other purpose where the failure or malfunction of the Goods could reasonably be expected to result in personal injury, death, severe property or environmental damage. Use or inclusion of the Goods in any such equipment, system or applications is strictly prohibited (unless the Company agrees in writing that such prohibition does not apply to a particular product) and any such use will be at the Customer's own risk. The Customer will indemnify the Company and its suppliers against any and all liability and expense (including costs) resulting from any such inclusion or even if damage is attributed to defective design or manufacture.

## **23. Force Majeure**

The Company shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under these conditions if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or labour) (each a "Force Majeure Event"). On the occurrence of a Force Majeure Event, the Company may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

## **24. Legal Construction**

All Contracts shall be governed by the laws of Singapore. The Courts of Singapore shall have jurisdiction to settle any disputes which may arise out of or in connection with these Conditions or any Contract. The jurisdiction agreement contained in this Condition 24 is made for the benefit of the Company only and the Company shall retain the right to bring proceedings in any other Court of competent jurisdiction. The parties agree to submit to the said jurisdiction of Singapore.

## **25. General**

Any provision of these Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the other provisions of these Conditions and the remainder of such provision shall not be affected.

Failure by the Company to enforce or partial enforcement by the Company of any provision of these Conditions shall not be construed as a waiver by the Company of any of its rights under these Conditions.

The Company shall be entitled, without the consent of or notice to the Customer, to assign the benefit, subject to the burden, of these Conditions and/or any Contract to any company in its group at any time. For the purposes of this Condition, "group" shall mean, in relation to the Company, the Company, any other body corporate which is the Company's holding company or subsidiary and any other body corporate which is a subsidiary of that holding company.

Save for the Company's employees, agents and subcontractors, a person who is not the Customer has no rights under the Contract (Rights of Third Parties) Act, Cap. 53B of Singapore, to enforce any of the provisions of these Conditions.

**These Conditions supersede all previous terms and conditions which have previously governed a contract for the sale of Supplies from the Company to the Customer.**

## **Terms & Conditions of Sales for Export**

### **Issue date of Conditions: Nov 2022**

The Company is predominantly a business to business supplier. This Catalogue and any one-off special catalogues and other product brochures produced by the Company are intended for use by business customers.

Notwithstanding any other provisions in these Conditions, the Company does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified by law including liability under the Consumer Protection (Fair Trading) Act and its amendments. However, where such statutory provisions apply, or where the Customer is entitled to claim under an express provision of these Conditions (including Conditions 7, 8, 12 and 13), then to the extent permitted by law the Company's total liability shall be limited at its option to that specified in Condition 14 below.

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"Goods" means any goods supplied or to be supplied by the Company to the Customer and includes their packaging and any replacement Goods supplied under these Conditions;

"GST" means good and services tax under the Goods and Services Act (Cap 117A);

"Services" means any services supplied or to be supplied by the Company to the Customer;

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Reference in these Conditions to any legislation or regulation includes any re-enactment, amendment or substitution of such legislation or regulation.

### **2. Conditions**

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- ii. the provisions of the order and these Conditions

these Conditions will prevail unless the Company agrees otherwise in writing. Together with any terms accepted by the Company in connection with an order, these Conditions constitute the entire agreement between the Company and the Customer in relation to the Supplies ordered. No variation to these Conditions is permitted unless expressly authorised in writing by a director of the Company.

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Any supply of Goods and the provision of Services to a Singapore address will be charged GST at the current rate if, in the case of Goods, the Goods are for subsequent export. Upon receipt of proof in accordance with the Goods and Services Tax Act (Cap. 117A, 1997 Ed), that the Goods have been exported, a credit note to the full value of GST will be issued. The direct supply of Goods to a non-Singapore address will be zero rated for GST purposes in accordance with the Goods and Services Tax Act (Cap. 117A, 1997 Ed).

The Company's standard documentation is a single invoice and a single despatch note. The cost of additional copies or of any other documents is not included unless specified on the Company's quotation or pro forma invoice. The Company reserves the right to charge for copy invoices or where the original has been lost or misplaced by the Customer. The Company will quote for such charges if details are given at the time a quotation is requested. Such charges will be detailed separately.

#### **4. Payment**

Payment may be made as follows:

- a. Bank Draft;
- b. Telegraphic Transfer - the Company's bank details are available upon request;
- c. Such major credit cards as are accepted by the Company from time to time;
- d. Net monthly account terms, subject to completion and acceptance of the Commercial Credit Account Application form contained in the Catalogue or available on request.

Commercial Credit Accounts are only available to bodies corporate and not individuals. The Customer should contact WFI for any credit application available on request. Any credit limit granted to the Customer shall at all times be discretionary and may be reduced, suspended or withdrawn at the discretion of the Company at any time without prior notice.

Please note that the Company will not be responsible for or bear any bank charges or commissions on transactions. All documentary credits must be marked that all such charges or commissions are for the Customer's account.

When credit terms have been approved, payment is due no later than 30 days of the Company's invoice without any deduction, set-off or withholding whatsoever. Time for payment shall be of the essence.

If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, the Company shall be entitled to:

- i. cancel the order or suspend any further deliveries or performance;

- ii. appropriate any payment made by the Customer to such of the Supplies (or the Supplies made under any other contract) as the Company may think fit; and
- iii. charge interest (both before and after any judgment) on the amount unpaid at the rate of 2% per annum above the official published interest rate of the reserve Bank of Australia from time to time until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

The Company reserves the right to charge for copy invoices or where the original has been lost or misplaced by the Customer. If legal action is taken to recover monies due to the Company the Customer shall reimburse to the Company all legal and other costs and expenses incurred by the Company in such recovery.

### **5. Orders**

The Company reserves the right to decline to trade with any company or person or to accept orders for Supplies in part. To avoid duplication, only written confirmation of orders signed with company stamp will be accepted for corporate bodies. Orders from individuals will only be confirmed after payment for the corresponding order is received in full. The Company will not accept liability for orders not processed as mentioned and duplicate orders will be charged accordingly.

The Company does not impose any minimum order requirements on orders to be charged to a credit account with the Company. Orders for certain Goods, in particular Goods which are not in catalogue or are non-stock items, may be subject to a minimum order quantity or value which the Company will use reasonable endeavours to notify to the Customer prior to accepting its order.

Once accepted, no order may be cancelled or reduced without the prior written agreement of a director of the Company. Without limiting the generality of this, orders for Goods which are not in-catalogue, non-stock items, consists of computer products or software, contain hazardous substances and/or are consumable items, may not be cancelled.

For cash and credit card transactions a minimum order requirement of \$10.00 will apply.

Orders for Goods are accepted by the Company by despatching the Goods provided, however, that despatch will not be acceptance where the price for the Supplies has been incorrectly quoted or referenced by the Customer in its order.

### **6. Delivery, Insurance and Importation Costs and Duties**

The Company may be prepared to supply on the basis of FOB, CIF, FCA, CFR (and selected other Incoterms - as defined in Incoterms 2010) as agreed in writing with the Customer, but all delivery, packing, insurance and other costs so incurred are in addition to the price quoted for the Supplies and the relevant costs will be estimated separately on pro forma invoices and quotations. In the event of any conflict or inconsistency between Incoterms 2010 and these Conditions, these Conditions shall prevail.

The Customer is responsible, at its own expense, for all duties, levies, taxes and other outlays levied by any authorities in connection with the export of the Goods from Singapore and the importation of the Goods into the country for which they are destined and will indemnify the Company against any duties, levies, taxes, imposts, fines, penalties, expenses and losses incurred by it in connection with such export and/or import. Obtaining any necessary licence for exportation/importation and complying with any export regulations in force in Singapore and any import or export regulations in force in the country for which the Goods are destined is the Customer's responsibility and expense. There may be additional requirements in relation to the Goods manufactured in the USA, as to which see further Condition 19 below.

The Company will use reasonable endeavours to meet delivery and/or performance estimates but, except as set out in Condition 7 below, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance, even where it arises as a result of the negligence of the Company or its carriers. Time for delivery and/or performance shall not be of the essence. Delivery will be made to the address specified by the Customer. The Company may use any method of delivery available to it.

The Company reserves the right to deliver or perform by instalments. Failure to meet a scheduled delivery or performance date shall not prevent or restrict the Company from making further deliveries or rendering subsequent performance under the relevant Contract by instalment. Scheduled Deliveries can only be accepted for a maximum period of 3 months from the date of order.

### **7. Inspection, Defects and Non-Delivery**

The Customer must inspect the Supplies as soon as is reasonably practicable after delivery, or in the case of Services, performance, and, except as set out in Condition 13 and/or 14 below, the Company shall not be liable for any defect in the Supplies, incomplete or failed delivery, shortage of weight or quality of Supplies unless written notice is given to the Company within 7 days of delivery. The Company does not write software comprised in the Goods and it is the Customer's responsibility to check for the presence of computer viruses before such Goods are used. If the Customer receives a damaged parcel, the Customer should take photographs of the parcel to confirm the damage and notify the Company immediately prior to opening the parcel.

The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence to the contrary. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 7 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events.

Any liability of the Company for non-delivery or non-performance or for Goods notified as defective on delivery or Services notified as defective following performance in accordance with this Condition 7 will be limited to, at the Company's option, replacing the Goods or re-performing the Services within a reasonable time or to refunding the price then paid in respect of such Supplies.

### **8. Description**

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, capacity or other details including, without limitation, any statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including without limitation in this Catalogue, on despatch notes, invoices or packaging) are intended to give a general idea of the Supplies, but will not form part of the Contract. If the Description of any Goods differs from the manufacturer's description, the latter shall be deemed to be correct. The Company shall take all reasonable steps to ensure the accuracy of Descriptions but relies on such information, if any, as may have been provided to it by its suppliers and to the fullest extent permitted by law excludes all liability in contract or tort or under statute or otherwise for any error in or omission from such Descriptions whether caused by the Company's negligence or otherwise. The Company may make changes to the Supplies as part of a continuous programme of improvement or to comply with legislation.

### **9. Risk and Ownership**

The risk of damage to or loss of Goods will pass to the Customer in accordance with the relevant Incoterm, or, if none, when the Goods leave the Company's warehouse or the hands of the Company's carriers, if later. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account whatsoever.

Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee, insure the Goods against all usual risks to full replacement value, not pledge or allow any lien, charge or other interest to arise over Goods, and store each delivery of Goods separately, clearly identified as the Company's property and in a manner to enable them to be identified and cross referenced to particular invoices where reasonably possible. The Customer may use or sell Goods in the ordinary course of business, provided that the Customer will be agent for the Company in any sale if Goods are sold. However, any such agency will only extend to the obligation to account for proceeds. The Company will not be bound by any contract between the Customer and the Customer's purchaser. The Customer must account to the Company for that part of the proceeds of any such sale which equates to the price of the Goods and shall hold that amount in a separate bank account on trust for the Company. The Customer will hold on trust for the Company in a separate bank account any insurance monies received by the Customer for Goods owned by the Company.

The Company's rights as an unpaid seller will not be affected by the Company retaining title to Goods under this Condition 9.

If payment is not received in full by the due date, or the Customer becomes bankrupt, passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

If the Goods are mixed, processed or used so that they lose their identity or are irrevocably incorporated in, mixed with or applied to other goods to make another item, then ownership of the Goods will pass to the Customer, however a portion of proceeds of sale of any such item equivalent to the cost for the unpaid Goods remains in trust for the Company until payment for the Goods is made in full.

This Catalogue remains at all times the sole and exclusive property of the Company.

#### **10. Returns**

No Goods may be returned other than with the prior agreement in writing of the Company. Prior to returning any Goods to the Company for any reason, the Customer must contact the Company to receive confirmation and acceptance of return and issued a RMA number. All Goods are returned at the Customer's risk and expense and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return. Appropriate precautions must be taken in respect of Goods of their respective specifications or physical/special properties (eg. 'static sensitive')

All Goods accepted for return should be returned for receipt by the Company within 14 days of delivery. The Customer should return the Goods to "Returns Items, WF Industrialopolis Pte Ltd, 27, New Industrial Road, #06-06, Singapore, 536212" clearly quoting the Customer's account number/Name, order number and RMA number.

Any Goods returned will be charged a restocking fee at the discretion of the company.

The Company expressly reserves the right (without limiting its discretion under this Condition 10) to refuse the cancellation of any order for or return for credit of Goods supplied by the Company which are not in the Catalogue, are notified by the Company to be not-in-catalogue Goods, non-stock items, consist of computer products or software or contain any hazardous substances. Consumable items are non-returnable.

#### **11. Lien**

The Company shall have a general lien in respect of all sums due from the Customer upon all Goods to be supplied to the Customer or upon which work has been done on the Customer's behalf and upon fourteen days'

written notice to the Customer, the Company may sell such Goods and apply the proceeds towards the satisfaction of any sums due to the Company.

## **12. Performance and Fitness for Purpose**

### **Subject to Condition 14:**

1. Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the Company accepts no liability for any failure of the Supplies to comply with such criteria, whether attributable to the Company's negligence or otherwise; and
2. The responsibility for ensuring that Supplies are sufficient and suitable for a particular purpose is the Customer's unless specifically stated in writing by a director of the Company.

Any advice or recommendation given by an employee of the Company which is not confirmed in writing by a director of the Company is acted on entirely at the Customer's risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed. Except as set out in Condition 14, the liability of the Company to the Customer, should any warranty, statement, advice or recommendation confirmed in accordance with this Condition 12 prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Supplies or, at the Company's option, the supply of replacement Supplies which are sufficient and suitable.

## **13. Warranty/Guarantee**

The Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of Goods. In addition, the Company will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design for a period of 12 months after the date of despatch of the Goods or performance of the Services. For refurbished/repaired Goods, the warranty shall be 3 months or as stated in the Contract.

This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- if the Customer has failed to notify the Company of any defect in accordance with Condition 8 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.
- If the Goods is sold to the Customer under an "As-Is" condition.

Any replacement Supplies made or Goods repaired under this Condition 13 will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Supplies. Any Goods which have been replaced will belong to the Company.

The Customer grants to the Company and its employees, agents and representatives a right to enter onto its premises to affect any repair or replacement under this Condition 13. The Customer shall ensure that the Company's employees, agents and representatives are provided with a safe and secure working environment while at its premises and the Customer shall be responsible for isolating any equipment or tool requiring repair or

replacement from its network and for making back-up copies of any information on such computers or processors as necessary before the Company's arrival on site.

Except as set out in 14 below and 7 above, this Condition is the Company's sole obligation and the Customer's sole remedy for defective Supplies and is accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded.

#### **14. Liability**

The Company shall not be liable for any damage, loss, cost, claim or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to the negligence of the Company, its employees, agents or subcontractors.

The Company does not exclude or restrict its liability for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability. Nothing in these Conditions of Sale excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

Except for any rights to have Goods repaired or replaced or Services re-performed or to receive a refund of any price paid as expressly set out in these Conditions or at law, the Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, computer downtime, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, loss of contracts and the like) howsoever caused or arising out of or in connection with:

- Any of the Supplies, or their manufacture, sale, performance, characteristics or any failure or delay in performance or supply of the Supplies by the Company or on the part of the Company's employees, agents or subcontractors;
- Any breach by the Company of any of the express or implied terms of the Contract;
- Any use made or resale or on-supply of any of the Supplies or any product incorporating any of the Goods or developed using the Supplies;
- Any acts or omissions of the Company at the Customer's premises;
- Any statement made or not made or advice given or not given by or on behalf of the Company including without limitation any statement as to compliance with legislation or regulation; or
- Otherwise under the Contract.

Except as contemplated by Condition 14(ii), these Conditions set out the entire liability of the Company to the Customer in respect of the Supplies and shall be in lieu and to the exclusion of all other warranties, conditions, and other terms implied by statute or common law save for any implied terms which by law cannot be excluded. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to repairing, replacing or, in the case of Services, re-performance or, in any case, at the Company's option, refunding monies already paid in respect of the Supplies. And the Company hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations express (other than those set out in these Conditions or given in accordance with them) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Customer. If the Goods are capable of storing user-generated data, repair may result in loss of that data and, to the fullest extent permitted by law, the Company expressly excludes all liability for such loss of data, and recommends that the Customer take steps to back-up such data before returning the Goods to the Company for repair.



Each of the Company's employees, agents and subcontractors may rely on and enforce the exclusions of and restrictions on liability in these Conditions in that person's own name and for that person's own benefit.

**15. Use of Personal Data**

The Company handles personal data in accordance with applicable personal data laws, the terms of its privacy policy and the consents it has received from each personal data owner. The Company's privacy policy outlines how and the purposes for which the Company manages, collects, uses and transfers personal data.

**16. Intellectual Property Rights**

The Supplies in this Catalogue may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design rights utility rights, database rights, circuit layout rights and/or other rights of third parties. No right or licence is granted to the Customer, except the right to use the Supplies or re-sell the Goods in the Customer's ordinary course of business. The Company shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising.

In particular, without limiting the above, title in any software program forming part of the Goods is reserved to the Company and/or its suppliers. The Customer is responsible for informing itself of the terms of its licence or use and paying any royalty payable. Such programs may be used only with the Goods. The Company owns full copyright in respect of this Catalogue and its reproduction in whole or part is prohibited without the Company's prior written consent.

**17. Promotions**

In the event that the Company sends promotional material to the Customer in relation to goods or services available from the Company, these Conditions shall apply to all Supplies purchased from such material.

**18. Country of Origin**

Unless otherwise confirmed by the Company in writing, nothing in this Catalogue is to be taken as representation of the source of origin, manufacturer or production of the Goods or any part thereof. Any fees incurred by the Company to provide certificates of origin (where available), will be charged to the Customer at cost.

**19. Export Controls (Including in Relation to US Goods)**

The Customer is responsible at its own expense for obtaining any licence and complying with any export regulations in force within Singapore and any import or export regulations in force in the country for which the Goods are destined.

Certain products are subject to export control regulations and the Company reserves the right not to supply certain customers or certain countries and to require from the Customer full details of the end use and final destination of the Goods.

Certain Goods imported from the United States of America are subject to specific restrictions. With respect to goods manufactured in the United States, the Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not import, export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such U.S. or foreign law or regulation. The Customer represents and warrants that it is not on the Denied Persons and Entities List, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by the laws of Singapore, United States or any other jurisdiction from purchasing the Supplies.

**20. Age Requirement for Certain Goods**

Where the law requires a minimum age for the purchase of certain Goods, the Customer confirms that he or she is over the required age and that delivery of the Goods will be accepted by a person over the relevant age limit.

### **21. Prohibited Applications**

The Goods are not designed, authorised or warranted to be suitable for use in anti-personnel landmines, nuclear facilities or weapons, chemical or biological weapons, missile technology, space or aircraft or air traffic applications, life support or life sustaining equipment, surgical implantation equipment or for any other purpose where the failure or malfunction of the Goods could reasonably be expected to result in personal injury, death, severe property or environmental damage. Use or inclusion of the Goods in any such equipment, system or applications is strictly prohibited (unless the Company agrees in writing that such prohibition does not apply to a particular product) and any such use will be at the Customer's own risk. The Customer will indemnify the Company and its suppliers against any and all liability and expense (including costs) resulting from any such inclusion or even if damage is attributed to defective design or manufacture.

### **22. Force Majeure**

The Company shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under these conditions if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or labour) (each a "Force Majeure Event"). On the occurrence of a Force Majeure Event, the Company may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

### **23. Legal Construction**

All Contracts shall be governed by the laws of Singapore. The Courts of Singapore shall have jurisdiction to settle any disputes which may arise out of or in connection with these Conditions or any Contract. The jurisdiction agreement contained in this Condition 23 is made for the benefit of the Company only and the Company shall retain the right to bring proceedings in any other Court of competent jurisdiction. The parties agree to submit to the said jurisdiction of Singapore.

### **24. General**

Any provision of these Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected.

Failure by the Company to enforce or partial enforcement by the Company of any provision of these Conditions shall not be construed as a waiver by the Company of any of its rights under these Conditions.

The Company shall be entitled, without the consent of or notice to the Customer, to assign the benefit, subject to the burden, of these Conditions and/or any Contract to any company in its group at any time. For the purposes of this Condition, "group" shall mean, in relation to the Company, the Company, any other body corporate which is the Company's holding company or subsidiary and any other body corporate which is a subsidiary of that holding company.

Save for the Company's employees, agents and subcontractors, a person who is not the Customer has no right under the Contracts (Rights of Third Parties) Act, Cap. 53B of Singapore, to enforce any of the provisions of these Conditions.

# WF INDUSTRIAL OPOLIS

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**These Conditions supersede all previous terms and conditions which have previously governed a contract for the sale of Supplies from the Company to the Customer.**