



## **Terms and Conditions of Sales and Delivery RFS Hydraulics Sdn Bhd**

Contracts of sales and other supply contracts are concluded on our General Conditions of Sales and Delivery below. By accepting our offer the buyer/customer (hereinafter called Customer) declares recognition of our General Conditions of Sales and Delivery. We expressly oppose any departures from our General Conditions of Sales and Delivery, these only being valid if we have agreed to them in writing. Our General Conditions of Sales and Delivery also apply to future contracts of sale and other supply contracts, even when not expressly referred to.

### **1. OFFERS:**

1.1 Documents pertaining to an offer such as illustrations, drawings and measurements are only approximate and not binding. We reserve rights of ownership and copyright of cost estimates, drawings and other documents. They may not be made available to third parties.

1.2 Goods sold are not returnable unless proven faulty.

### **2. SCOPE OF SUPPLY:**

2.1 Our written acknowledgement of order governs our supplies. Additional requirements and amendments require our written confirmation to be effective.

### **3. PRICES AND PAYMENT:**

3.1 Our prices are ex works, Singapore.

3.2 The terms of payment are Cash on Delivery (COD) or 30 days net upon written agreement.

3.3 If the customer falls into arrears with payments, we can withdraw from the contract after a reasonable period of grace has passed without result and demand compensation.

3.4 We charge interest on arrears at 2% per month. We reserve the right to claim higher damages for default.

3.5 The customer is not entitled to offset against our accounts receivable.

### **4. DELIVERY TIME:**

4.1 Indications of delivery time are not binding. Agreed delivery times begin with the sending of our acknowledgement of order, though not before receipt by us of documents, permits, clearances to be obtained by the customer and of an agreed down payment. The delivery time has been observed if the delivery item has left the works by the time of its expiration or notice has been given of readiness for shipment.

4.2 In the event of force majeure or other events hampering delivery the delivery time is extended accordingly. The same applies in the case of delays in the delivery of materials provided these delays can be demonstrated to have a considerable influence on completion of the delivery and are not of our making.

### **5. PASSAGE AND ACCEPTANCE OF RISK:**

5.1 For customers based in Singapore, risk passes to him when the item is delivered to him. Risk passes to other customers with handover of the item to the forwarder/carrier. If requested by the customer we shall insure things at his expense against breakage and damage in transit and fire and water damage.

5.2 The customer is entitled to decline acceptance of the item only if it obviously differs from the order.

5.3 After receipt of order, the goods must be kept from moisture, erosion and thermal shock.



## **6. RESERVATION OF OWNERSHIP:**

6.1 We reserve ownership to merchandise supplied by us until receipt of all payments due from the contract in question.

## **7. WARRANTY:**

We are liable as follows for defects of the delivery item, to the exclusion of further claims:

7.1 Defects are to be notified in writing immediately. In the event of justified, immediate notice of defects we are entitled at our choice to remedy the defect or supply a replacement. Replaced parts will become our property.

7.2 In the event of supplying a replacement our liability is limited to the costs of the replacement item only. These are only paid where they occur in Singapore.

7.3 No claims for alleged faults shall be accepted in the event of unsuitable or improper use of the goods delivered, incorrect assembly or operation by the customer or third parties, normal wear and tear, damage as a result of erroneous or negligent treatment, improper maintenance, the use of incorrect operating materials, improper storage or any other circumstances for which the customer or third parties are responsible.

## **8. EXPIRY OF CLAIMS**

8.1 All claims on the part of the customer will expire 3 months after the date on which risk is transferred. The statutory periods shall apply for willful or fraudulent conduct as well as for claims under product liability legislation.

## **9. LIABILITY:**

9.1 In the absence of any provisions to the contrary herein, all liability shall be excluded regardless of its reason. We shall not be liable for damage not exhibited by the delivered goods themselves. In particular, we shall not be liable for lost profit or other financial loss sustained by the customer.

## **10. EXCHANGE POLICY:**

10.1 Goods that are not sold from our inventory are not available for exchange.

10.2 Goods that are sold from our inventory can be exchanged for other items within 7 days after the date on which risk is transferred. No refund of unused credits if exchanged items are of lesser value than the original invoice.

10.3 Goods brought back for exchange must be in unused condition and subject to our inspection.

## **11. MISCELLANEOUS:**

11.1 Place of performance is the Republic of Singapore. The Republic of Singapore is also the exclusive venue for all disputes arising from the business relationship. However, we may commence proceedings before the courts of law holding jurisdiction for the buyer's/customer's domicile. The law of the Singapore applies exclusively to our relations with the customer. Should one or more of the above clauses be inoperative, this shall not affect the operative effect of the other provisions.

**Valid as of October 2013**



## **RFS Hydraulics Sdn Bhd**

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**Country of Registration:** Malaysia

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