

## **Terms and Conditions of Trading and Communication**

In these Terms and Conditions of Trading (“Terms and Conditions”)

- (i) “Robe AP” means Robe Lighting Asia Pacific Pte Ltd (registered in Singapore);
- (ii) “the Customer” means the person, firm, company or organisation purchasing or being interested in the goods / services (“Products”) from Robe AP.
- (iii) "ex-works" means Robe AP's current registered business premises.

### **1 Acceptance and Confirmation of Orders**

- 1.1 All quotations, order confirmations and price references made to the Customer and orders accepted by Robe AP from the Customer are subject to, and deemed to incorporate, these Terms and Conditions.
- 1.2 These Terms and Conditions shall prevail and override any other terms, conditions and provisions referring to the goods and /or services. Any conflicting terms in documents passing between Robe AP and the Customer will have no legal effect. No terms introduced by the Customer shall take priority over the Terms and Conditions of Robe AP. Statutory provisions apply but do not render the contract invalid if some parts of the contract or its terms become legally invalid.
- 1.3 All communication, whether written, spoken or electronic is deemed to incorporate these Terms and Conditions in their latest version.
- 1.4 No legal contract between Robe AP and the customer is formed until performance of obligations as per order confirmation has been started by Robe AP.

### **2 Delivery of Orders**

- 2.1 Any delivery date stated by Robe AP shall be treated as an estimate delivery date only. Robe AP shall endeavour to despatch goods in accordance with the estimated delivery date.
- 2.2 Robe AP shall be permitted to fulfil its customer's orders partially and each part fulfilment shall be deemed to be sold under a separate contract subject to these Terms and Conditions.
- 2.3 The default delivery term is ex-works Robe AP. Ex-works shall be our current registered business premises. Any deviations from ex-works must be expressly agreed by Robe AP and stated in writing as part of the Order Confirmation.
- 2.4 Robe AP shall not be liable, howsoever arising, for any failure to deliver within the estimated delivery time. Robe AP shall not be liable for any loss (including consequential loss or loss of profit) arising either directly or indirectly from any delay in the delivery of any goods or services. Robe AP shall further not be liable for any economic losses (e.g. loss of data, income, revenues, profits, contracts, business, anticipated saving etc.) or consequential loss of goodwill/reputation or special or indirect losses by the Customer as a result of the application of these Terms & Conditions.

### **3 Claims for Damaged Goods or Short delivery**

- 3.1 Robe AP shall not be liable for any loss, damage or short delivery, however arising, when goods are collected ex-works by the Customer or his appointed agent.
- 3.2 On receipt by the Customer of any delivery which is not ex-works made by a carrier arranged by Robe AP, the Customer shall sign for the delivery as “unchecked”. Failure to do this by the Customer will invalidate any claim for shortage or damaged goods.
- 3.3 Any claim for damage or short delivery of goods when delivery is made by the carrier of Robe AP under the sub-clause 3.2 must be made within 24 hours of receipt of the delivery.
- 3.4 Any claim for hidden damages under sub-clause 3.3 must be made to Robe AP within 7 working days from detection during the warranty period.
- 3.5 Robe AP shall not be liable for loss of profits/use/revenue/hire/rental of Products supplied or for damages/compensations/reimbursements payable by the Customer to a 3<sup>rd</sup> party. The Customer agrees to indemnify Robe AP against all claims/damages/reimbursements/compensation claims by 3<sup>rd</sup> parties.

### **4 Prices and Specifications**

- 4.1 Robe AP reserves the right to alter any prices or specifications, type or model of goods at any time and all goods are sold subject to the price, specification and conditions prevailing at the time of delivery. The entry of an order by Robe AP shall not be construed as its acceptance of such order at that particular price.
- 4.2 No communication from Robe AP shall be construed as an offer. All indications of prices shall be considered as “Invitation to treat” unless otherwise indicated. All information and communication shall be in English and refer to Singapore Dollars (“SGD”) if not expressly agreed otherwise.
- 4.3 Prices are communicated to the Customer in the form of a quotation. Quotations can be accepted only as a whole. No severance of this quotation shall be allowed and prices indicated should be treated as bundled prices. Quotations are valid for 14 days unless indicated otherwise. Prices may be subject to applicable taxes like Goods and Services Tax (GST) or similar.
- 4.4 Prices indicated shall be solely for the purpose of the customer and do not hold general validity. If a Customer enquires on behalf of an organisation, the Customer warrants that he is authorized to enquire for the prices by the organization he acts on behalf of. Prices and Pricelists are confidential and the Customer will indemnify Robe AP for any loss of wrongful use, reproduction or communication of these prices/pricelists.
- 4.5 Where prices may differ from applicable list prices, these differences shall be treated as settlement discounts. These discounts are forfeited if the Customer does not pay amounts due as per the payment terms (pre-payment, net 30 days or otherwise mutually agreed upon). In this case the Customer becomes liable for the undiscounted amount plus late charges.



4.6 Quotations are only valid for the Products listed therein and do not carry any implied ancillary goods or services (e.g. installation, testing, commissioning etc.).

4.7 Robe AP shall provide information on its products or other products on a best effort basis. From time-to-time Robe AP will also provide information in relation to other products. The Customer is responsible to verify this information at his own accord and expense and Robe AP shall not be liable for any information provided.

## 5 **Warranty**

5.1 All goods sold to the customer by Robe AP, unless otherwise stated, are covered by the manufacturer's warranty. It is the responsibility of the Customer to deliver at its own cost any faulty goods back to Robe AP and in the case of a valid warranty claim being made, Robe AP will either repair or replace the goods and send the goods back to the Customer as quickly as possible. In the event of goods being returned as faulty but no fault found, it shall be the responsibility of the Customer to arrange and bear the cost of the return carriage.

5.2 Robe AP will not consider any unit for repair or replacement under warranty until a valid serial number has been received from the customer and Robe AP has verified that the fault/damage occurred within the period for which Robe AP has awarded a warranty for the said goods.

5.3 Robe AP will not be liable for any loss (including any consequential loss including profits) arising, either directly or indirectly, due to units having been returned to Robe AP for repair under warranty. It is not a responsibility of Robe AP to supply any replacement units to the Customer while repairs are being carried out.

5.4 All goods must be used/serviced/maintained in accordance with the manufacturer's handbook and guidelines. Warranty repair/replacement can be refused if it is clear, that these guidelines have not been adhered to.

5.5 No warranty, whether expressed or implied, is applicable to consumable goods like lamps, batteries, belts, liquids, gels etc or accessories like cables, plugs, sockets or similar. Warranties for the main goods shall become void if goods are modified or if unauthorized replacement parts or consumables are being used on/applied to the main goods.

5.6 Robe AP's general liability does not exceed the value of the goods supplied to the Customer.

5.7 Goods sold as "used", "Clearance", "ex-Demo", "B-stock" or similar shall not carry any express or implied warranty unless part of the contract for sales and expressly indicated in the invoice. The sale of these goods shall be deemed as final and not carry any right for refund or cancellation.

## 6 **Advance Replacements / Loan Units**

6.1 In the event of any goods or parts being sent to the Customer as an advance replacement, the goods will be recorded on a sales invoice and the risk in the goods on collections ex-works shall pass to the Customer. To enable a credit to be issued, the Customer will return the faulty goods or parts to Robe AP within seven days of receipt of the advance replacement. In the event of goods not being returned, or if returned goods are found to be ineligible for warranty replacement then a credit note will not be issued and the

advance replacement item will be chargeable in accordance with the price stated in the sales invoice.

- 6.2 In the event of any goods being loaned to the Customer, the goods will be recorded on a sales invoice and the risk in the goods shall pass to the customer on collection ex-works. To enable a credit note to be issued, the goods must be returned to Robe AP, in good condition, properly packed at the end of the loan period. The Customer is liable for any charges incurred if replacement packaging or repair is required.

## **7 Title to Goods**

- 7.1 The risk in the goods shall pass to the Customer on receipt of the goods by the Customer, his agent or nominated freight carrier. The receipt of the goods under this clause shall be ex-works.

- 7.2 Ownership of the goods (Title to the goods) shall remain vested in Robe AP and legal and equitable title shall not pass to the Customer until the goods have been paid for in full. However, the value of goods on which Robe AP holds retention of title will at any time not exceed the amount owed to Robe AP by the Customer. Until payment in full for the goods has been received by Robe AP, the Customer shall hold the goods in a fiduciary capacity as Bailee for Robe AP.

- 7.3 The Customer shall be able to sell the goods in the ordinary course of its business before the legal title in the goods are vested in the Customer on the following conditions:

7.3.1.1 If the Customer sells the goods, the Customer shall hold the proceeds of such resale in fiduciary capacity on trust for Robe AP and the Customer shall have no beneficial interest therein and the Customer shall, on the instructions of Robe AP, place such proceeds in a separate designated bank account;

7.3.1.2 If the Customer sells any goods to which the goods have been affixed or to which they have been incorporated, that part of the proceeds of such sale as represents the unpaid price of the goods shall be held in trust for Robe AP and if instructed by Robe AP shall be placed in a separated designated bank account.

- 7.4 Robe AP may revoke the Customer's aforesaid right to sell under sub-clause 7.3 by written notice to the Customer if the Customer is in default payment of any sums of money whatsoever due to Robe AP or if any bills of exchange, cheque or other negotiable instruments drawn or accepted by Robe AP in its favour are dishonoured on presentation for payment. Upon any such revocation of the right to sell, the Customer shall permit Robe AP and / or its appointed agents to enter the Customer's premises, or any premises where the goods may be kept, for the purpose of removing all of the goods which have not been paid for.

- 7.5 The Customer's aforesaid right to sell under sub-clause 7.3 shall automatically cease if the Customer suffers an execution to be levied on his goods or has a receiving order in bankruptcy made against him or his company or any individual if that individual is part of the Customer. The right to sell shall automatically cease if the Customer, being a body corporate, has a Receiver, Liquidator or Administrative Receiver appointed or if a petition is presented or a resolution is passed for the winding up of the Customer's company (other than for the purposes of reconstruction or amalgamation).

## 8 **Payment Terms**

- 8.1 The Customer will settle invoices in accordance with Robe AP's standard settlement terms which are payment due no later than 30 days after the date of the invoice. These settlement terms will apply to all sales invoices unless any other terms are agreed in writing.
- 8.2 Credit facilities will only be granted to any Customer who has an authorised credit account with Robe AP.
- 8.3 Robe AP shall be entitled to charge interest calculated daily at 2% interest per month on any and all accounts that are overdue for payment.
- 8.4 If a settlement discount is offered by Robe AP, the Customer will only take and be entitled to take such discount if the invoice on which the discount is offered is paid by the due date.
- 8.5 For certain products (e.g. customized products, products on requests or products no longer available ex-stock) Robe AP may require the Customer to pay a 30% deposit upon ordering such products. This deposit shall be forfeited if the Customer decides to cancel the order without fault on Robe AP's side.

## 9 **Return of Goods**

- 9.1 Should Robe AP agree to the return of any goods previously supplied, the Customer agrees that a restocking charge of 30% can be applied to each item and all carriage costs shall be the sole responsibility of the Customer. No unit will be considered for return that is not in a brand-new condition. In addition, Robe AP reserves the right to charge for replacement packaging should the original packaging be damaged.

## 10 **Fitness for Purpose**

- 10.1 Robe AP gives no warranty that the goods are fit for the Customer's purpose or purposes. The Customer warrants that he has satisfied himself that the goods will be fit for every purpose for which he requires them and that he does not rely on any skill or judgement of Robe AP in that regard.
- 10.2 The Customer further warrants that:
  - 10.2.1 they are aware that the goods are supplied for the purpose for which they were manufactured, and
  - 10.2.2 they have all the licenses that are required for their use, and
  - 10.2.3 the goods will be tested prior to use, and
  - 10.2.4 the goods will only be used by suitably qualified individuals, and
  - 10.2.5 the goods will be regularly serviced, tested, certified and inspected, and
  - 10.2.6 the goods will not in any way be adapted or altered.

## 11 **Product Knowledge**

- 11.1 The Customer will bring to the attention of those who use the goods supplied by Robe AP, all instructions provided by Robe AP on their use (including precautions to be taken and routine maintenance procedures ) and will to the best of his ability ensure that they have the necessary skill and understanding required in respect of their use. The Customer will be deemed to have undertaken their duties in this regard if they have instructed their purchaser either in writing or verbally about the operation of the product and have passed onto the purchaser any information on operation provided by Robe AP and/or its supplier.

## 12 **Communications and Data Processing**

- 12.1 All our communications is strictly between Robe AP and the Customer. All information contained within the communication (written, verbal or electronic/email etc) shall be deemed as confidential and maybe subject to legal and/or other privilege.
- 12.2 The information contained is intended solely for the use of the Customer and if you are not the intended recipient, any disclosure, reproduction or use of its contents is prohibited.
- 12.3 If you are not the intended recipient, please notify the sender immediately and delete the communication and any related documents.
- 12.4 By communicating with us, you agree to us recording, storing and processing your contact information subject to the Personal Data Protection Act in Singapore in its latest version. At any point in time, you have the right to have your data to be removed from our systems.
- 12.5 Our communication (specifically emails and attachments) is believed to be free of any malware or defects that might affect a computer, phone or IT system into which they are received. However, no responsibility is accepted by Robe AP for any loss or damage arising in any way from the receipt or use of thereof.
- 12.6 In our communication with the Customer, Robe AP may provide links to other websites especially if the Customer has requested for information. Robe AP does not accept any liability for the use of those links or the linked websites and any loss or damage (direct or indirect). These provisions of information are references only and do not constitute an endorsement/approval of opinion or content.
- 12.7 Information, communication or documentation provided by Robe AP may contain Intellectual Property Rights like Trademarks, Copyrights or others by various owners. These rights remain at all times vested in the respective owners. Use of this material is subject to the authorization by the respective owners. The Customer warrants not to copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from the information/documentation or even aid and abet to.

## 13 **Effective Period**

- 13.1 The foregoing Terms and Conditions shall apply to all quotations given and all orders accepted by Robe AP after the 1<sup>st</sup> of March 2022 and shall remain effective and in force until superseded by any future Terms and Conditions that may be issued by Robe AP.

## 14 **Invalidity**

- 14.1 The invalidity, illegality, or unenforceability of any provision of these Terms and Conditions or any Purchase Order or the occurrence of any event rendering any portion or provision of these Terms and Conditions or any Purchase Order void, shall in no way affect the validity or enforceability of any other portion or provision of these Terms and Conditions or such Purchase Order.
- 14.2 Any void provision shall be deemed severed from these Terms and Conditions or such Purchase Order, and the balance of these Terms and Conditions or such Purchase Order shall be construed and enforced as if these Terms and Conditions or such Purchase Order did not contain the particular portion or provision held to be void.
- 14.3 The parties shall amend these Terms and Conditions or such Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 14.4 The provisions of this clause shall not prevent this entire Terms and Conditions from being void should a provision which is of the essence of these Terms and Conditions be determined void.

## 15 **Entire Terms and Conditions**

- 15.1 These Terms and Conditions constitute the entire Terms and Conditions between Robe AP and the Customer regarding the Products and supersedes all previous representations, statements, negotiations, commitments and writings related to such.

## 16 **Force Majeure**

- 16.1 In the event that either party is prevented from performing or is unable to perform any of its obligations under these Terms and Conditions due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of such party, and if such party shall have used its best efforts to mitigate its effects, such party shall give prompt written notice to the other party, such party's performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.
- 16.2 Notwithstanding the foregoing, if a party is not able to perform within thirty (30) days after the event giving rise to the excuse of Force Majeure or within a mutually agreed timeframe, the other may terminate these Terms and Conditions upon written notice.

## 17 **Notices**

- 17.1 All legal notices required pursuant to the Terms and Conditions of the Purchase Order or hereunder shall be in English, and in writing and valid only when accepted in writing by both parties. Any notice required to be given shall be deemed to have been given when:
- 17.1.1 received by Robe AP and/or Customer to whom it is directed by hand delivery or personal service;
  - 17.1.2 transmitted by facsimile with confirmation of transmission; or

17.1.3 sent by registered mail or courier (with proof of delivery) to the addresses of the Parties on the face of the Purchase Order.

## 18 **Third Party Risks**

18.1 These Terms and Conditions are entered between the Parties for the exclusive benefit of the parties. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term or enjoy any benefit under these Terms and Conditions.

## 19 **Governing Law and Submissions to Jurisdiction**

19.1 These Terms and Conditions shall be governed and interpreted in accordance with the law of the Republic of Singapore.

19.2 Robe AP and the Customer irrevocably agree that the Courts of Singapore are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms and Conditions and the documents to be entered into pursuant to it and that accordingly any proceedings arising out of or in connection with these Terms and Conditions and the documents to be entered into pursuant to it may be brought in such courts.

## 20 **Indemnifications**

20.1 In no event will Robe AP be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or lost profits arising out of or in connection with this agreement or relating to any purchase order.

20.2 Each Party shall indemnify, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective customers, officers, directors, employees, and agents against any third-party claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against any one of them arising out of, resulting from, or related to:

- i. any actual or alleged act, error, or omission or other conduct of Party under these Terms and Conditions, including injury or death to persons and loss of, or damage to, tangible and intangible property;
- ii. the inaccuracy, or any actual or alleged breach of any warranty or representation made by Party; or
- iii. the actual or alleged infringement of any patent, copyright, trademark, intellectual property right or Party's misappropriation of any trade secret or violation of any right of publicity or nondisclosure obligation.

20.3 Both parties will indemnify each other against any resulting losses, damages, costs, or expenses (including reasonable attorneys' and other professionals' fees and expenses) incurred by or awarded against one Party as a result of a Claim. Each party shall be responsible for, and shall indemnify and hold the other party harmless against any clause howsoever arising.





20.4 The Parties will promptly notify each other of any Claim for which it seeks indemnity under the terms of these Terms and Conditions.

**21 Assignment**

21.1 The Customer may not assign its rights, delegate its duties, nor subcontract the provision of any Products or Services under these Terms and Conditions without the prior written consent of Robe AP.

**22 Waiver**

22.1 Waiver of any of the Terms and Conditions shall not be valid unless it is in writing signed by Robe AP. The failure of Robe AP to enforce any of the provisions of these Terms and Conditions or any Purchase Order, or to require performance of any of its provisions, shall not in any way be construed as a waiver of such provisions, affect the validity of any part of these Terms and Conditions or any Purchase Order, or affect the right of Robe AP to thereafter enforce each and every provision of these Terms and Conditions or any Purchase Order.

**23 Amendment: Modifications And Purchase Order Changes**

23.1 These Terms and Conditions shall not be modified or amended except by the express written agreement of the parties, and any other attempt to modify or amend these Terms and Conditions shall be null and void, and may not be relied upon by either party.

23.2 Robe AP may make changes to any individual Purchase Order prior to commencement of performance provided by giving notice to Customer and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance under these Terms and Conditions, an appropriate equitable adjustment shall be made.

**E&OE**