BUILDING TRUST

CONDITIONS OF SALE AND SUPPLY

CONDITIONS OF CONTRACT governing all contracts for the sale or supply of Goods and/or the provision of Services by **Sika (Singapore) Pte. Ltd.** (the "**Seller**").

In these Conditions: -

"Buyer" means the person, firm or company named in a quotation sent out by the Seller and/or the purchaser/buyer of Goods and/or Services named in an Order and/or the person, firm or company invoiced or to whom a cash invoice is issued in relation to the sale of Goods and/or the provision of Services by the Seller.

"Contract" means the contract for the sale and purchase of Goods and/or the provision of Services based on the Seller s quotation (and the terms and conditions stated therein) and these Conditions.

"Goods" means any goods or replacements supplied to the Buyer under the Contract.

"Order" means the form(s) or verbal order submitted by the Buyer ordering Goods and/or Services.

"Related Company" means any company related to the Seller as defined by the Singapore Companies Act.

"Services" means such services (if any) described in the Order.

These Conditions shall apply to every contract entered into for the sale or supply of Goods and/or the provision of Services by the Seller and shall, subject to Condition 18(c), prevail notwithstanding any printed or other conditions contained in any correspondence, information sheet, brochure, purchase order, acceptance of estimate or quotation or otherwise brought to the Seller s notice, or the Seller s acceptance or endorsement of any documents issued by the Buyer, or any unconditional delivery of Goods or performance of Services by the Seller, or the Seller s acceptance of payment subsequent to the issuance of such documents. No other document, agreement, representation, promise, undertaking or understanding of any kind unless expressly agreed to in writing by an authorised representative on behalf of the Seller shall alter, vary, supercede or waive any of these Conditions.

1 **CREATION OF CONTRACT**

(a) The Buyer s Order to the Seller is an offer to enter into a contract upon these Conditions. Acceptance occurs and the Contract is formed only when the Seller accepts the Buyer s Order by signing and endorsing the Order and/or when the Buyer signs and accepts a quotation from the Seller and/or when the Buyer places an order (whether verbally or otherwise) which is accepted by the Seller in writing.

(b) In entering into the Contract, the Buyer acknowledges that he is not relying on, and waives any claim for breach of any representations or terms which are not expressly confirmed by the Seller in writing.

(c) The Buyer shall not assign the benefit of the Contract without the Seller s prior written approval.

(d) The Contract is not cancellable or terminable by the Buyer without the express written approval of a director or other authorised representative of the Seller. If the Seller agrees to the cancellation or termination of the Contract by the Buyer, the Buyer shall indemnify the Seller in full against all losses, damages, costs and expenses (including loss of profit) resulting therefrom.

2 **PRICE**

(a) Prices quoted are exclusive of Goods and Services Tax and all other applicable sales taxes unless otherwise expressly stated in writing by the Seller. Where applicable, the Buyer shall pay the prevailing Goods and Services Tax to the Seller in addition to the price of the Goods and/or Services provided.

(b) Unless otherwise stated, prices quoted or agreed to by the Seller may be revised at any time before delivery by the Seller to cover increases in the Seller s costs or fluctuations in currency exchange rates occurring after the Contract is formed, and the Buyer shall pay such revised prices upon notification.

3 **DELIVERY**

(a) Delivery dates for Goods and the provision dates for Services are estimates only and will be furnished on acceptance of an Order. Time of delivery/provision is not of the essence of the Contract. Unless otherwise stated, delivery/provision periods commence from the date of acknowledgement of an Order. The Seller shall use commercially reasonable endeavours to deliver the Goods and/or provide the Services by the stipulated date(s), but may suspend or delay delivery of the Goods or the provision of the Services and shall not be liable for any and all losses or damages whatsoever and howsoever in the event of late delivery or non-delivery of the Goods and/or the provision of the Services or any instalment thereof. The Buyer shall not be entitled to refuse to accept late delivery of Goods and/or the provision of Services or treat late delivery of Goods and/or the provision of Services as a breach of the Contract.

(b) The Seller may at its option deliver by instalments; each instalment shall constitute a separate contract on these Conditions. Failure by the Seller to deliver any one or more of the instalments or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as repudiated as a whole.

(c) Delivery of Goods shall be deemed to take place upon the Seller or its agent handing the Goods or the documents conferring title to the Goods to the Buyer or its agent at the Seller s premises or at a designated delivery location, or upon the Seller notifying the Buyer that the Goods are ready for dispatch/collection. All risk and losses, damages and/or deterioration to the Goods from whatsoever cause shall be borne by the Buyer from the time of deemed delivery.

(d) If the Buyer fails to collect or take possession of the Goods upon delivery, the Seller shall be entitled to treat the Contract as repudiated by the Buyer. Until the Contract is so terminated, the Seller, may in its sole discretion, either store the Goods itself or have them stored by third parties on such terms as the Seller deems fit. The cost of storage and any additional transportation costs and expenses will then be added to and form part of the Contract price payable by the Buyer. If the Seller elects to treat the Contract as repudiated in accordance with these Conditions, it shall (without prejudice to its rights and remedies against the Buyer in respect of such repudiation) be entitled to sell the Goods and retain the proceeds of sale.

(e) Deviations in the quantity of Goods delivered and/or Services performed from that stated in the Contract shall not give the Buyer the right to reject the Goods and/or Services or to claim damages and the Buyer shall be obliged to accept and pay for the quantity of Goods and/or Services actually delivered or performed at a pro-rated or on a per unit rate.

4 **LOSS, DAMAGE OR SHORTFALL IN GOODS DELIVERED**

(a) The Buyer shall inspect the Goods immediately upon delivery or upon collection, as the case may be, and shall (unless such inspection cannot be carried out and the delivery note is marked "not examined") subject to Condition 4(b) below, be deemed to have accepted the Goods as delivered or collected in good condition.

(b) The Seller shall not be liable for any Goods damaged in transit or any shortfall in the quantity of Goods delivered, discoverable on reasonable inspection, and in any event will not be liable unless the Buyer notifies the Seller, before the expiry of seven (7) days after delivery or receipt of the Goods of any alleged damage or lack of conformity with the Contract.

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(c) The Seller shall replace any Goods damaged prior to delivery and make good any proven and ascertained shortages notified to it under Condition 4(b) above as soon as reasonably practicable but shall not be liable for any loss whatsoever and howsoever arising from such damage and/or shortfall, and the aforesaid shall be on condition that the Buyer shall be responsible and pay for all costs and expenses in relation to freight, delivery charges, insurance and taxes.

(d) In all cases where damaged Goods or shortages are complained of, the Seller shall be under no liability in respect thereof unless an opportunity to inspect the allegedly damaged or shortfall in Goods is offered to the Seller for confirmation before any use is made thereof or any alteration or modification is made to the Goods by the Buyer.

5 **SELLER'S LIABILITY**

(a) The Seller s maximum liability for defective Goods and/or Services is limited in all circumstances (at the Seller s sole option) to delivery of replacement Goods (on condition that the Buyer shall be responsible and pay for all costs and expenses in relation to freight, delivery charges, insurance and taxes) and/or the rectification of the Services or the crediting or refunding of the invoice value to the Buyer, and shall in any event not exceed the Contract price of the Goods and/or Services under any circumstances whatsoever or howsoever; and the Buyer shall accept such of the aforementioned remedies as the Seller may proffer as being in complete and full and final discharge and/or fulfillment of the Seller s obligations and liability under the Contract.

(b) The Seller s liability under Condition 5(a) applies only to defects appearing before the Buyer makes any use, modification or alteration to the Goods and/or Services and whilst the Goods are being properly stored and in particular (but without limitation) the Seller shall not be liable for defects arising from improper storage, handling, tampering, use of expired Goods and/or improper or faulty installation, processing, application or use of the Goods and/or Services.

6 **ITEMS AND INFORMATION SUPPLIED BY BUYER**

(a) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of the Order (including specifications) submitted by the Buyer, and for providing the Seller any necessary information relating to the Goods and/or Services in a timely manner so as to enable the Seller to perform the Contract in accordance with its terms.

(b) The Buyer shall be liable for all drawings, specifications and instructions submitted to the Seller with the Order or pursuant to the Contract and shall indemnify and keep indemnified the Seller against any and all loss or damage directly or indirectly arising out of any error in or omission from such drawings, specifications and instructions, and all costs (including legal costs on an indemnity basis), claims, demands and expenses whatsoever in respect of (but not limited to) the infringement or potential infringement of any patent, copyright, registered design or other third party or intellectual property right arising out of the Seller s use of such drawings, specifications or instructions.

(c) The Seller reserves the right at any time and from time to time to make changes to the specifications of the Goods and/or Services so as to conform with any applicable manufacturing, safety or other statutory or regulatory requirements or, where the Goods and/or Services are to be supplied to the Buyer s specifications, which do not materially affect their quality or performance.

(d) Where any Services are to be provided by the Seller, it shall be the Buyer s sole responsibility to procure and ensure that such Services may be executed and delivered by the Seller in a safe, continuous and unimpeded manner, without delays, disruptions or interruptions. The Buyer shall be solely liable for all and any prolongation, stand-by and acceleration costs and expenses incurred by the Seller as a result of any delays, disruptions or interruptions.

7 **LIMITATION OF SELLER'S LIABILITY**

(a) The Goods and/or Services are sold and/or provided strictly on the terms and subject to the condition that the Buyer has satisfied itself of their suitability for its or for any particular purpose and that the Buyer shall be totally responsible therefor. The Buyer acknowledges that all descriptions, specifications and details and any photographs or illustrations included in any catalogues, brochures, information sheet, price list or other publicity material, all quotations and confirmations and acceptances of Order or similar documents or any like statements or declarations by word of mouth and all forecasts of performance howsoever given are approximate and are for the Buyer s general guidance only. They do not form part of the Contract nor do they constitute a description of the Goods and/or Services nor representations made by the Seller and the Seller shall be under no liability nor shall the Buyer be entitled to any remedy for any misrepresentations whatsoever.

(b) The Seller s liability under Conditions 4 and 5 shall be accepted by the Buyer in lieu of any warranty or condition, whether expressed or implied by law, as to merchantability, or the fitness for any particular purpose of the Goods and/or Services and save as provided in these Conditions, the Seller shall not be under any liability whatsoever and howsoever to the Buyer (whether in contract, tort or otherwise) for any defects to the Goods, Services, materials supplied or workmanship performed by the Seller or for any damage, loss, death or injury resulting therefrom and the Buyer shall fully indemnify the Seller against any claims, demands, losses and damages (including legal costs on an indemnity basis) in respect of any such claims. For the purposes of this provision, the Seller contracts on its own behalf and on behalf of and as trustee for its sub-contractors, servants, agents or employees.

(c) The Seller shall not under any circumstances whatsoever be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for any and all consequential, economic, direct or indirect, loss of any nature suffered by the Buyer or for special damages, loss of use (whether complete or partial) of the Goods and/or Services or loss of profit under any contract, circumstance or otherwise.

(d) Nothing in these Conditions shall be construed as limiting or excluding the Seller s liability for death or personal injury resulting solely from its own negligence.

(e) The Buyer shall indemnify and keep indemnified the Seller against all actions, claims, costs, damages, demands and expenses (including legal costs on an indemnity basis) or other loss arising out of a defect in the Goods and/or Services to the extent it is occasioned by or contributed to by any act or omission of the user of the Goods and/or Services or the Buyer, its servants, agents or persons under its control.

(f) The Seller s total liability for any one claim or for the total of all claims arising from any one or more act or omission or default by the Seller (whether arising from the Seller s negligence or otherwise) shall not under any circumstances whatsoever or howsoever exceed the Contract price.

8 **RETENTION OF TITLE**

(a) Risk in the Goods shall pass to the Buyer when the Goods are deemed to have been delivered to, or collected by, the Buyer or its agent.

(b) Notwithstanding risk in the Goods passing in accordance with Condition 8(a) above, until the Seller has received payment in full of all sums owed to it on any account by the Buyer whether arising out of this or any other contract, legal and beneficial title to the Goods shall remain with the Seller; and such Goods are referred to in this Condition as "the Retained Goods".

(c) The Retained Goods: -

(i) shall be at the Buyer s risk, insured by the Buyer from the date of deemed delivery at its own expense for their full replacement value against all usual risks; and kept safe in good condition and stored separately and be clearly identifiable as the Seller s property with all identifying marks intact and legible; and

(ii) may, subject to Condition 8(d) below, be used or sold by the Buyer in the ordinary course of its business on the basis that the proceeds of sale shall be held in trust by the Buyer for the Seller absolutely and shall not be mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Seller s money.

(d) The Buyer s powers of use and sale of the Retained Goods shall terminate: -

(i) forthwith on notice if the Buyer is in default of any of its obligations under this or any other contract with the Seller or if the Seller has reasonable doubts as to the ability or willingness of the Buyer to pay any money due to them on the due date; or

(ii) if the Buyer become insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt; or

(iii) if an application is filed for winding up or bankruptcy of the Buyer or for the appointment of a Receiver and/or Manager and/or Judicial Manager over any of its assets or undertakings; or

(iv) if the Buyer has a Receiver and/or Manager or a Judicial Manager appointed over or an encumbrancer takes possession of any of its assets or undertakings or if a winding up order is made against it or its goes into voluntary or provisional liquidation (otherwise than for the purposes of bona fide reconstruction or amalgamation as a solvent company); or

(v) if any execution proceedings are commenced or levied against the Buyer and the same shall not be discharged in full within seven (7) days thereof.

(e) The Seller may at any time on giving prior notice enter the Buyer s or such other premises for the purpose of inspecting the Retained Goods and identifying them as the Seller s property and the Buyer irrevocably authorises the Seller to enter upon its or such other property for that purpose.

(f) Upon suspension and revocation or determination of the Buyer s power of sale and use under this Condition: -

(i) the Buyer shall be deemed to have repudiated the Contract; and

(ii) the Buyer shall place all the Retained Goods in its possession or under its control at the Seller s disposal and shall be deemed to irrevocably authorise the Seller to enter upon any of the Buyer s or such other premises, with or without vehicles, for the purpose of removing the Retained Goods.

(g) The repossession of the Retained Goods by the Seller in accordance with this Condition shall be without prejudice to all or any of the Seller s other rights against the Buyer under the Contract and in law.

9 **PAYMENT**

(a) Subject to satisfactory trade, banker s and other requisite references and, where no other terms of payment have been specifically agreed in writing, the Seller s terms are cash payment in full to be made prior to delivery of the Goods and/or provision of the Services. No discount or allowance will be made unless specifically agreed to by the Seller in writing. Interest will be charged on all overdue payments at the rate of ten per cent (10%) per annum with monthly rests and shall be calculated and accrue on a day-to-day basis from the date on which payment fell due until full payment (both before or after judgment has been obtained by the Seller against the Buyer) is received by the Seller.

(b) Where the Seller agrees to allow the Buyer to make payment by any means other than on cash terms, all bank charges (including those charged by the Seller s bank) shall be borne by the Buyer.

(c) Time for making payment by the Buyer shall be of the essence of the Contract.

(d) The Buyer shall have no right of set-off, statutory or otherwise.

(e) The Seller may at any time in its absolute discretion appropriate any payment made by the Buyer in respect of the Goods and/or Services to such outstanding debt as the Seller thinks fit notwithstanding any purported appropriation to the contrary by the Buyer.

(f) The Seller reserves the right at any time and from time to time at its absolute discretion to demand security for payment in such amount as the Seller deems fit before continuing with an Order or delivering the Goods or performing the Services or any instalment thereof.

(g) The Buyer shall not be entitled to retain any retention monies in relation to the Contract price unless expressly permitted by the Seller s quotation.

(h) If the Buyer fails to make any payment in accordance with these Conditions or fails to comply with any of the Conditions herein, the Seller may at any time in its absolute discretion (and without prejudice to all its rights) terminate the Contract and/or withhold delivery of any further Goods or the provision of any further Services to the Buyer.

(i) Goods and Services Tax and all other applicable sales tax will (if applicable) be charged at the rate prevailing at the time of despatch of the Goods or the provision of the Services.

10 **INDEMNITY**

(a) The Buyer shall indemnify the Seller against all costs and expenses (including legal costs on an indemnity basis) incurred by the Seller in obtaining or endeavouring to obtain payment of any money payable hereunder or in repossessing or attempting to repossess the Goods, such sums to be recoverable from the Buyer in addition and without prejudice to the Seller s rights in respect of any breach of the Contract.

(b) The Buyer undertakes to secure all necessary permits, approvals and licences from the relevant authorities for the purchase or import or export of the Goods and shall indemnify the Seller against any claim made against or any fine or other penalty imposed on the Seller for their failing to do so.

11 **ENFORCEMENT**

(a) Should it be necessary for the Seller to enforce or interpret any of the provisions of the Contract or these Conditions, the Buyer agrees and undertakes at its own cost and expense to indemnify the Seller for all charges, costs and expenses (including legal costs on an indemnity basis) that the Seller may incur.

12 **FORCE MAJEURE**

(a) The Seller shall not be liable to the Buyer for any loss or damage whatsoever or howsoever occasioned if it is unable to carry out any provisions of the Contract for any reason beyond their control including (but without limitation) any acts of God, arrest of vessels, Government action or regulations (Singapore or otherwise), war, civil commotion, natural disaster, fire, flood, drought, epidemic, pandemic, disease, failure of power supply, lock out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute, delay by suppliers, accident or shortage of materials, fuel, labour or manufacturing facilities.

(b) The Seller shall notify the Buyer as soon as reasonably practicable after the circumstances preventing performance arise. During the continuance of such a contingency, the Seller may in its absolute discretion, withhold, reduce or suspend performance of its contractual obligations so far as they are prevented or hindered by such contingency without any liability to the Buyer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction or suspension.

(c) If such contingency continues for more than three (3) months or where the Seller reasonably apprehends that it may continue for more than (3) months, the Seller may in its sole discretion cancel the Contract.

(d) If the Contract is cancelled in this way, the Seller will refund any payment which the Buyer has already made on account of the Contract price (subject to the deduction of any amount the Seller is entitled to claim from the Buyer for any Goods delivered or Services provided or otherwise) and the Seller shall thereafter have no further liability to the Buyer whatsoever.

13 **SUBSTITUTION**

(a) Should any materials or parts of the Goods or Services specified or required for completion of the Contract hereunder become unavailable for timely satisfaction of the Order, a substitute reasonably deemed by the Seller in its sole discretion to be suitable for the intended purpose, as understood by the Seller, will be supplied if available and shall be accepted by the Buyer in full satisfaction of the Seller s obligations in that respect.

(b) In the event that the Seller is unable to obtain a substitute which the Seller deems suitable for the unavailable material or part or Goods or Services, the Seller s obligation to complete performance shall, upon notification to the Buyer, be suspended until such time as the materials or services previously unavailable or a substitute therefor as provided for above become available and any necessary adjustment to the price shall be made by the Seller.

14 **COMPLIANCE WITH LAWS**

(a) If:

(i) any existing law or regulation;

(ii) any subsequent change in (or in the interpretation, administration or application of) any law or regulation; or

(iii) a proposed assignment or transfer by the Seller (or where permitted, by the Buyer) of any of its rights and obligations under the Contract

obliges the Seller to comply with "know your customer" or anti-money laundering or anti-terrorism or other similar procedures in circumstances where the necessary information is not already available to it, the Buyer shall promptly supply, or procure the supply of, such information and documentation reasonably requested by the Seller (for itself or, in the case of the event described in sub-paragraph (iii) above, on behalf of any prospective new seller) in order for the Seller or, in the case of the event described in sub-paragraph (iii) above, any prospective new seller to carry out and be satisfied it has complied with all necessary "know your customer" or anti-money laundering or anti-terrorism and all other required checks under all applicable laws and regulations pursuant to the transactions contemplated by the Contract

(b) The Buyer shall at all times comply in all respects with all laws to which it may be subject, including but not limited to those relating to data protection, tax, anti-money laundering, counter-terrorism financing and economic and trade sanctions laws and regulations

15 **DATA PROTECTION**

(a) The Buyer consents to the Seller storing, processing, using and disclosing personal data relating to the Buyer, including but not limited to details of its directors, officers, partners and employees, and details of any sub-agents or other third parties to any governmental or regulatory body, agency or authority and to other companies, trade associations for any purpose connected with proper administration, regulatory compliance and conduct of this Contract

(b) Both the Seller and the Buyer agree to comply with the provisions of the Singapore Personal Data Protection Act as amended or replaced from time to time (hereafter referred to as "PDP Laws") at all times, and words defined in the PDP Laws will hereafter have the same meaning in these Conditions. The Seller, acting as a data controller under PDP Laws in respect of personal data delivered to the Seller by the Buyer for the purposes of the Contract, recognises that the Buyer may also act as data controller in respect of such personal data, and each of them will carry out data processing of such personal data in compliance with the requirements of PDP Laws and all equivalent legislation in any country to which such personal data may lawfully be transferred for the purposes of the Contract. Neither the Seller nor the Buyer shall store, process, use or disclose such personal data except as permitted by these Conditions and in accordance with PDP Laws. Both the Seller and the Buyer will at all times maintain appropriate technical and organisational security measures governing the storage, use and processing of such personal data and take all reasonable steps to ensure the reliability of employees who may have access to such personal data.

(c) The Buyer agrees that the Seller may collect, store and process data in respect of the Buyer for the purposes of the Contract and hereby consents to the Seller and any third party contracted by the Seller and its associated or related companies using this information for purposes of the Contract and to communicate with the Buyer.

16 **NO WAIVER**

(a) No waiver of any of the Seller s rights under the Contract shall be effective unless made in writing and signed by a Director or other authorised representative on behalf of the Seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Seller s rights in relation to different circumstances or the recurrence of similar circumstances.

17 **NOTICES**

(a) Any notice under these Conditions shall be properly given if in writing and sent by registered post or facsimile or electronic mail to the address of the intended recipient as stated in the Order or to such address (electronic or otherwise) as the Seller or the Buyer may from time to time notify to each other as their respective address for service and shall be deemed to have been received in the case of dispatch by registered post, on the expiry of three (3) days from the time of posting, and in the case of facsimile or electronic mail, on the expiry of ten (10) minutes from completion of transmission by the sender.

18 **CONSTRUCTION AND DISPUTE RESOLUTION**

(a) Singapore Law shall govern the construction and operation of the Contract and these Conditions and where the Buyer is domiciled in Singapore, the Seller and the Buyer hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore in respect of any dispute arising out of or in connection with the Contract or these Conditions. Nothing herein however shall be deemed to limit the right of the Seller to commence legal proceedings against the Buyer in any other jurisdiction as it deems fit.

(b) If the Buyer is domiciled outside Singapore, then any dispute arising out of or in connection with the Contract or these Conditions, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC and the language of the arbitration shall be English.

(c) In the event of any conflict between a quotation issued by the Seller (but not a quotation issued by the Buyer) and these Conditions, the provisions and terms of the quotation issued by the Seller shall prevail.

(d) If any provision of the Contract or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Conditions and the remainder of the provision in question shall not be affected thereby.

(e) A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any provision of the Contract.

(f) The headings used in these Conditions are inserted for convenience only and shall be ignored in construing these Conditions.

(g) In these Conditions, words importing the singular number shall include the plural and vice versa and words importing the neuter shall include the masculine and feminine gender and vice versa.

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