TERMS AND CONDITIONS OF SALE

5.1 General

Any reference to the Company shall be taken as referring to Bosch Rexroth Pte Ltd. Orders are accepted by the Company on its terms and conditions of sale. Variations of these terms shall not be binding upon the Company unless confirmed in writing. Verbal promises or arrangements by employees of the Company shall not be binding on the Company unless they have been confirmed by the Company in writing.

Orders are accepted subject to the satisfactory credit status of the Buyer.

All goods supplied shall remain Company's property until such time that all Company claims, in particular claims in connection with balances due to Company have been settled.

Full technical specifications must be submitted by the Buyer in writing for the design of components or systems.

Typographical and clerical errors are subject to correction.

5.2 Prices

Prices are quoted for delivery ex the Company's works, based on current exchange rates for materials and wages, and will be adhered to while such rate are in operation. The Company reserves the right, however, to increase prices to compensate for any rise in cost of materials and manufacturing and exchange rates, which may come into force between the date of quotation and delivery date.

5.3 Delivery

The delivery period shall commence from the date of Company's confirmation of order, but in no case prior to the receipt of drawings, if applicable, clearance of all technical specifications by the Buyer and receipt of agreed deposits and / or opening of Letter of Credit if applicable.

Delivery dates are given in good faith and will be maintained where possible. However, the delivery is subject to revision to cover delays caused by strikes, accidents, fire, non-delivery of components or any other reason beyond the control of the Company.

Delivery shall be deemed complete if goods are delivered to customer or Notice of Readiness has been given. Commissioning of system shall not be deemed as part of scope of supply for the purpose of determining the delivery date unless agreed in writing.

5.4 Alterations

The Buyer shall pay any extra costs incurred as a result of the interruption or alteration of work through his instructions or lack of Instructions.

If, after the Confirmation Order or Notice of Readiness have been dispatched by the Company, the Buyer wishes for any reason to extend the delivery date beyond the accepted date, the Company reserves the right to make an additional charge on the value of order, calculated at the minimum rate of 18% per annum for each additional month or part thereof by which the delivery date is extended, but up to a maximum extension of three months. After which, the Company reserves the right to revise pricing or cancel the contract, Buyer is liable for the costs of cancellation.

If late delivery penalty is accepted by the Company in writing, the penalty for each full week of delay shall be limited to ½ per cent week up to a maximum of 5 per cent of the total contract value.

If the Buyer requires alterations, which in the Company's opinion, are impractical, or the Buyer defaults in any of his commitments with the Company, or becomes insolvent, the Company reserves the right to cancel the contract, the buyer to be liable for such costs as may have been incurred by the Company at the time of cancellation.

If cancellation of the order is accepted by the Company, the following terms apply:

a) STANDARD OR STOCK ITEMS – a minimum re-stocking charge of 20 per cent will be made.
b) ENGINEERING ORDERS – the Buyer must re-imburse the Company for all costs incurred in design and manufacture up to the date of cancellation and, in addition, accept liability for payment in respect of all equipment which the Company has ordered and obtained to meet the Buyer's requirements.

5.5 Warranty

Goods or parts manufactured by the Company are warranted against defects in material or workmanship for twelve months. The Company's obligation is limited to repairing, or at its option replacing any such goods provided the Company receives immediate written notice from the Buyer of the defect and the Buyer, if required, returns the goods to the Company freight prepaid. Written permission must be obtained from the Company prior to attempting repair or rectification by the Buyer.

This warranty shall extend only to Items manufactured by the Company but in event of items incorporated in the Company's products but not manufactured by the Company being defective, the Company will use its best endeavours to procure that such items are repaired or replaced free of charge under the terms of any warranty given by the supplier of such items to the Company. Except as expressly stated above, all other warranties, conditions and representations, express or implied, statutory or otherwise, are hereby excluded and the Company shall not be liable, in contract or otherwise, for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise arising out of or in connection with the installation, use or failure of the components or any defects therein or from any other cause and whether or not due to the acts or omissions of the Company, its servants, agents or contractors.

Warranty and commission are applicable to our normal working hours only. Additional charge in accordance with the Company's labour rate shall be made for working outside normal working hours at the Buyer's request. If equipment is outside Singapore, the Buyer shall bear the costs of travelling time, waiting time, travel and accommodation costs, freight, duties and taxes.

Warranty will not be considered where equipment is operated outside technical specifications as laid down in our respective data sheets.

5.6 Test and Inspection

Facilities are available to the Buyer at the Company's premises to inspect systems for proper function. If the Buyer fails to inspect such system at the Company's premises, no warranty as to the functioning of system can be given unless alternative arrangements have been agreed in writing between the Company and the Buyer, although the Company will in all cases use its best endeavours to assist the Buyer in commissioning the system on the Buyer's premises.

The further warranty as to the function of the system shall terminate upon the Buyer's acceptance of the system shall terminate upon the Buyer's acceptance of the system either by notifying the Company that the system is satisfactory as to performance or by retaining the goods after the lapse of a reasonable period without intimating to the Company rejection thereof.

5.7 Buyer's Condition

In the event of the Buyer's official order forms containing conditions, it is understood that such conditions are only binding insofar as they are not at variance with the terms and conditions mentioned hereon.

5.8 Patents

The Buyer is to indemnity the Company against any claim whatsoever for damages and costs against all liability in respect of any infringement or alleged infringement of patent rights resulting from compliance with the Buyer's instructions expressed or implied.

5.9 Interest Charges

The Company reserves the right to charge interest at the rate of 14% per annum above local bank's prime lending rate on the invoice value for each month or part thereof by which an account remains unpaid in excess of agreed terms of payment.

5.10 Minimum Order Charges

Due to the high cost of processing orders a minimum order (MOV) of S$150.00 applies per Purchased Order (PO).

5.11 Arbitration

In the event of a dispute which cannot be resolved by negotiation between the Buyer and the Company, the dispute shall be referred to a single Arbitrator acceptable to both parties.