



BENMARK SINGAPORE PTE LTD

General Terms and Condition of Sales

I. Definitions

In these General Conditions for sale and supply, the following expressions shall have the meaning as herein after set out:

- (a) "The conditions" means these General Conditions for sale and supply.
- (b) "BENMARK" means BENMARK SINGAPORE PTE LTD.
- (c) "The customer" means any person, firm or company or the legal assignee or successor of such person, firm or company.
- (d) "The goods" means the items specified in the order submitted by the customer to BENMARK.

II. General

1. The customer accepts that these conditions shall apply to all legal relations between itself and BENMARK to the exclusion of any other terms including any conditions, warranties or representations written or oral expressed or implied, even if contained in any of the customer's documents which purport to provide that the customer's own terms shall prevail. Such conditions, warranties or representations are hereby expressly excluded. Any variation from these conditions as well as verbal, telegraphic or telephonic statements made by representatives of BENMARK are always provisional and require BENMARK confirmation in writing and signed by person authorized to act on behalf of BENMARK.
2. No person employed by BENMARK nor any agent of BENMARK have any authority to make or give any representation of warranty whatsoever, whether verbal or written in relation to the goods, The provision of any quotation or estimate by BENMARK does not form part of any offer or representation made by BENMARK.
3. All specifications, drawing descriptions and catalogues issued by or on behalf of BENMARK are intend merely to give a general description of goods that BENMARK is able to supply and any person reading them may not rely on anything contained therein as being a Representation of fact concerning the goods sold by BENMARK or a warranty relating thereto whether as to their condition or otherwise.

III. Order

1. Any order made by a customer must be in writing and an order will only be accepted by BENMARK's written confirmation of order or by actual delivery of the goods ordered from BENMARK by the customer.
2. For Cancellation of order, the following BENMARK sales policy shall apply;
 - (a) 50% charges of total purchase value upon BENMARK's acknowledgement of customer purchase order.
 - (b) a maximum of 100% charges apply on the total purchase value that is in principle manufacturer's production/ or subjected to BENMARK invoiced copy.
3. In the event of any cancellation by the customer of any order or any amended order acceptance in writing by the customer, the customer will be liable to BENWIN for all costs or work carried out and parts or materials ordered by BENMARK up to the date of cancellation.



IV. Payment

1. The customer shall pay the full price of the goods to BENMARK according to the payment terms specified in BENMARK's Invoice, which BENMARK shall be entitled to render when it is able to deliver the goods even through delivery is in fact delayed through no fault of BENMARK.
2. BENMARK's standard policy for indent order for Cash Sale account is strictly at minimum of 50% deposit down payment and balance on C.O.D. (subject to product categories and customer profile based on their past record).
3. For customized items and uncommon/rare products which are not under BENMARK's inventory, a minimum of 50% down payment is compulsory and required.
4. BENMARK is NOT liable for any bank/3rd party/ Telegraphic transfer (T.T) charges, if incurred.
5. Goods that are officially delivered and shall be pay up within 25 days' cycle from the date of BENMARK's deliverable. Failing to do so, BENMARK shall reserve the rights to impose term rental 100% storage charges based on the prevailing market price for short-term rental.

V. Terms of delivery

1. The delivery period will be extended by an appropriate amount of time in the event of force majeure which shall include but not be limited to acts of god, war, riots, industrial disputes, strikes and locks outs and unforeseen obstacles which are beyond BENMARK's control insofar as such obstacles can be shown to have exercised a considerable influence on the completion or delivery of the goods.
2. Reservation is made that BENMARK is supplied with the material from Principle manufacturer in a punctual and correct way in order to fulfil its obligation to the customer.
3. Delivery schedule is an estimate time at time of quotation. The actual lead time will start from acknowledgement of commercial order or upon receipt of Technically Approve of GA drawing from customer side.
4. Subject to any specific agreement the terms of delivery shall take place as provided by the INCOTERMS 2016 version standard definition of "EX WORKS" except insofar as that definition is inconsistent with the specific provisions of these conditions or the purchase order. Special terms of delivery are subject to a particular written agreement of parties.
5. BENMARK's proposed delivery dates act as a guide and subjected to changes due to adverse logistical constraints including acts of nature or government priorities or delay from Principle manufacturers.
6. Any time schedule or Lead time delivery named by BENMARK shall be taken as an estimate schedule only and BENMARK shall not be liable of the consequences of any late or delay delivery.



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General Terms and Condition of Sales

VI. Passing of risk

1. The risk of accidental damage as well as deterioration of the goods shall pass to the customer immediately upon the goods leaving BENMARK's works.
2. Should the despatch been delayed in consequence of circumstances attributable to the customer the risk in the goods shall pass to the customer from the date of notification of readiness of the goods for despatch.
3. For any goods lateness or delay in delivery for indent orders due to Principle manufacturing /factory productions or any other inability to perform by the Principle manufacturer which is beyond BENMARK's control, BENMARK shall not be liable of the consequences as a result.

VII. Retention of title

1. Notwithstanding the provision under VI. of the condition, the property in the goods shall remain in BENMARK until full payment of the price payable under the purchase order has been effected including additional claims such as interest and claims arising under any other purchase order between the customer and BENMARK but always provided that were payment is made by means of a bill of exchange, cheque or other negotiable or not negotiable instrument, BENMARK shall not be deemed to have received payment for the purpose of this provision until the bill of exchange, cheque or other negotiable or not negotiable instrument has been honoured notwithstanding that BENMARK may have negotiated it and received value therefore.
2. In the case of default in payment by the customer, BENMARK shall have the immediate right to retake possession of and permanently retain any of the goods or new products. In such case BENWIN shall have the right to enter the premises of the customer to execute its right to retake. BENWIN shall then entitled to sell such goods or products and apply the proceeds of sale first in discharge of the outstanding sums due from the customer to BENMARK and then as to any surplus upon trust for the customer.
3. BENMARK may at any time revoke the customer's power of sale by notice to the customer if the customers are in default of payment of any sum whatsoever due to BENMARK or if BENMARK has bona fide doubts as to the solvency of the customer.
4. The customer's power of sale shall automatically cease at any time upon occurrence of any of the following events:
 - (a) If the customer commits any act bankruptcy or compounds or makes any arrangements with its creditors or executes a bill of sale on its goods or any of them or if any execution or distress is levied upon the goods of BENMARK.
 - (b) If the customer being a company is wound up either compulsorily or voluntarily or a receiver of its assets is appointed.
5. Notwithstanding any of the provisions under VII. of the conditions BENMARK may maintain an action for the price of the goods and the execution of any right whatsoever conferred to BENMARK by virtue of these conditions shall be in BENMARK's sole discretion.



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General Terms and Condition of Sales

VIII. Warranty and defects

1. BENMARK warranty that the goods are of satisfactory quality as provided.
2. Without limiting the above BENMARK's expressly excludes and liability arising from
 - (a) failure to comply with BENMARK's principle manufacturer's instructions for application or installation;
 - or
 - (b) use of goods in excess of performance or load bearing specifications stated in BENMARK's principle manufacturer's catalogues, drawings or descriptions;
 - or
 - (c) any modifications or adaptation made to the goods by the customer or any third party.
3. Without prejudice to the above sub clauses, BENMARK liability for any defect shall be limited to repairing or replacing the defective goods against redelivery of those goods from the customer to BENMARK. Under no circumstances BENMARK shall be liable for any indirect or consequential loss of any nature suffered by the customer and arising out a defect.

4. Unless any complaint about quality of the goods are received in writing by BENMARK within seven days from the actual delivery thereof the customer shall be deemed to have accepted the goods as being free from defects and in accordance with contractual quantity.

IX. Application law

1. The purchase order between BENMARK and the customer shall be governed and constructed in accordance with the laws of the Republic of Singapore.

X. Place or jurisdiction

The customer agrees to submit to the jurisdiction of the Courts of the Republic of Singapore without prejudice to BENMARK's right to issue proceedings at the customer's place of business.

XI. Final provisions

1. Should any of these provisions be invalid or become invalid for whatsoever reason the remaining provisions shall be unaffected. Such invalid provisions shall be substituted by a valid provision which comes as close as possible to the originally intended commercial purpose of the invalid clause.
2. Where appropriate in these conditions the singular shall include the plural and vice versa and where there are two or more persons, firms or companies comprised in the definition of the customer then the obligation imposed on them shall be joint and several obligations.