

GENERAL TERMS & CONDITIONS OF SALE

All contracts for the sales of goods concluded between KRAUS & NAIMER PTE LTD based in Singapore, henceforth known as 'KNPL' and the CUSTOMER are, unless otherwise expressly agreed by us in writing, subject to the following terms and conditions, which shall supersede any conditions of sales stipulated in the customer's Purchase Order.

1. Goods which are manufactured to Customer's order are not returnable unless otherwise expressly agreed by KNPL in writing. All return goods must be in unused and good condition with the original packaging. The cost of the return shall be borne by the customer.

Samples on approval unless agreed upon will be treated as sold if failure to return in good condition within 7days from the dates of delivery. All cost for the return shall be borne by the Customer.

All orders placed by the Customer and accepted by KNPL in writing cannot be varied or cancelled by the Customer unless agreed upon in writing by KNPL.

2. Estimated Delivery Dates are indicated on all Acknowledgements or Quotations provided for Customer's orders. KNPL shall use all reasonable efforts to meet the delivery date, but time of delivery shall not be of the essence and accordingly KNPL shall have no liability to the Customer if, notwithstanding such efforts, there is any delay in delivery unless KNPL has agreed in writing to guarantee the delivery date.
3. Goods mentioned in Delivery Notes (Packing Lists) are under warranty against manufacturing defect for a period of 12 months from the date of delivery, however KNPL's obligation under this warranty is limited to the replacement or to the repair of defective goods or any part thereof.

Any goods in which claims had been placed against manufacturing defect has to be sent at Customer's cost to KNPL's premises for verification or replacement accompanied by a despatch note stating the invoice number, invoice date and details of the defect.

KNPL shall not be liable to the Customer or any other persons for any consequential loss or damage (whether for loss of profit or otherwise) arising out of or in connection with any act or omission of KNPL relating to the replacement or repair of defective goods or any part thereof.

4. The price is due and payable within the payment period printed on the invoice unless otherwise expressly agreed by KNPL in writing. If the Customer fails to pay the price in full by due date, KNPL may charge interest on the outstanding amount at the rate of 1% per month from the date the payment become due until actual payment is made and may cancel or suspend any further delivery to the Customer under any order.
5. The title to the goods shall not pass to the Customer until KNPL has received full and final payment of the price. The Customer shall be a trustee for KNPL in respect of the goods or the sales proceeds thereto until full and final payment of the price therefore. Risk of loss or damage to the goods or any part thereof shall pass to the Customer from the time of delivery to the Customer, as per the agreed mode of delivery according to the purchase order's instructions.
6. All Goods and services sold in Singapore are subject to Goods & Service Tax (GST), in accordance with the Goods & Service Tax Act of Singapore, except when documentary evidence is available that the goods had been exported out of Singapore. It is the Overseas Customer's responsibility to ensure that their Freight Forwarder must hand over to KNPL a copy of GST outward permits, bill of lading or airway bill within 30 days from date of acknowledgement of receipt of goods on Packing List or Delivery Notes. Failing which, any GST at the prevailing rate chargeable by the Inland Revenue Authority of Singapore will be charged to the Overseas Customer. ***Hence, Customer Purchase Orders must state clearly that goods are to be dispatched through your appointed Freight Forwarder in Singapore for export. The full name, address and contact number of the appointed Freight Forwarder and mode of shipment must also be stated in the Customer's Purchase Order.***
7. All prices quoted are based on ex-work Singapore unless otherwise stated. Prices are subjected to change without notice and KNPL reserves the right to modify prices if the order placed is not in accordance with the offer submitted.
8. Our company's policy is one of continuous development and improvement and therefore, the products shown in the catalogue can be subjected to change in appearance, characteristics, operation and utilisation. The details are given for guidance and shall not bind us in any way.
9. This contract shall be governed by the laws of Singapore.