

General Terms and Conditions for Sales

General

1. In these General Terms & Condition of Sales and Services, the following words and expressions shall have the following meanings: -
“**Seller**” means Becker Asia Pacific Pte Ltd
“**Purchaser**” means any person, limited company or organisation entering contractual relation with Seller
“**Contract**” means the quotation and contract agreement signed by both parties, or the purchase order signed by Purchaser and accepted by seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller’s final quotation, the agreed scope(s) of work, and Seller’s order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included the Contract.
“**Products**” means the equipment, parts, materials, and other goods Seller has agreed to supply to Purchaser under the Contract.
“**Services**” means the services Seller has agreed to perform for Purchaser under the Contract.
2. Any delivery of Products and Services by Seller to the purchaser shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. The Purchaser’s general terms and conditions that are inconsistent with the Terms and conditions set forth herein shall only be applicable to the extent Seller has explicit approved in writing.

Prices

1. Unless otherwise specified by Seller, Seller’s price for the Products and/or Services Shall remain in effect for thirty (30) days after the date of Seller’s offer or acceptance of the order for the Products/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Products and/or provision of Services pursuant to Seller’s standard order processing procedures is received and accepted by Seller within such time period. If Seller does not receive such authorization within such thirty (30) day period, Seller shall have the right to change the price for the Products/Services to Seller’s price in effect for the Products/Services at the time of order is released to final manufacture.
2. Any changes affecting the Products or Services, or otherwise affecting Seller’s scope of work must be accepted by Seller and any resulting adjustment to price, schedule or both, must be mutually agreed to in writing. Notwithstanding any of the foregoing to the contrary, the price for Products/Services manufactured by others, shall be Seller’s price in effect at the time of shipment to Purchaser.

Taxes

Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Products, or provision of Services, may at Seller’s option be added to the price herein specified.

Payment

1. Subject to the approval of the Seller’s Credit Department, Purchaser shall pay each invoice within 30 days from date of Seller’s invoice in S\$/Euro as stated in such invoice, except for periodic milestone payments if provided in Seller’s written offer or export shipments for which Seller may require other arrangements. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including legal or attorney’s fees.
2. The minimum order value shall be to \$60.00

Termination and Suspension by Purchaser

Purchaser may terminate or suspend its order for any or all of the Products/Services covered by the Agreement, provided that Purchaser gives Seller reasonable advance written notice of such termination or suspension and reimburses Seller for all losses, damages, costs and expenses arising from such termination or suspension.

Delivery

1. Delivery periods shall be established from the date of order confirmation by Seller or from the date upon received the down payment and all necessary information from Purchaser. In the event of Purchaser fails or delays to provide any necessary information to Seller, Seller shall be entitled to a sufficient extension of time to overcome such failure or delay and to an adjustment of price.
2. Seller reserves the right to carry out a delivery using its own delivery organisation.
3. Seller may perform partial deliveries of Products and render partial Services if such action would not unreasonably affect the Purchaser.
4. Delivery charges applied with order less than \$1,000, otherwise self-collection at Seller’s office.
5. In the event of Seller do not receive forwarding instruction within 7 days of notification that the Products are ready for deliver, the Purchaser shall arrange the delivery or storage, failing which, the Seller may arrange storage on behalf of Purchaser and all charges incurred in connection with such storage shall be payable by the Purchaser on demand.

Shipment, Passing of Risk

1. Shipment shall always be carried out at the Purchaser’s risk. The risk shall pass to the Purchaser as soon as the Products have been handed over to the person executing the shipment.
2. If a shipment is delayed for reasons to be attributed to the Purchaser, the risk of accidental deterioration, loss and destruction shall pass to the Purchaser on notification of Seller’s readiness to ship. Required storage costs after passing of risk shall be borne by the Purchaser. This shall not affect any other claims.

Exclusion of Warranties

1. In lieu of any warranty or condition which would otherwise be implied by law, the Sellers’ liability in respect of any defect in, or failure of the Products manufactured by the Seller, or for any loss, injury or damage attributable thereto, is limited to making good defects which under proper use appear therein and arise solely from faulty design, materials or workmanship within a period of 12 months after the Products was first despatched. At the termination of which period all liability on the part of the Seller ceases. Making good may be by repair or replacement by the Seller or with the Seller consent, by the Purchaser, provided always that written notice is given to the Seller, as soon as the defect is discovered and that the defective part or parts are returned to the Sellers’ works, carriage paid, unless otherwise arranged.
2. In the case of all other machinery or components not of the Seller manufacture, but supplied auxiliaries by the Seller, then the Seller will pursue on behalf of the Purchaser such remedy or remedies as may be reasonably available to the Seller against the person from whom the Seller obtain such machinery and as may be enforceable without incurring legal costs. Carriage charges or travelling time to be borne by the Purchaser.

Patent

The Purchaser shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Purchasers’ specification or design, which involves the infringement of any Letters Patent, patent rights or registered design.

Limitation of Liability

Under no circumstances shall the Seller be liable for any consequential injury or loss or damage of any kind howsoever the same shall have been caused and whether caused by the negligence of the Seller, their servants and/or agents otherwise.

Insolvency

The Seller reserve the right at their option to determine the contract if the Purchaser commit an act of bankruptcy or have presented against them a bankruptcy petition or enter into a moratorium or deed of arrangement with the Purchasers’ creditors or being a company threatens to ceases to carry on business or becomes insolvent or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or has a receiver appointed.

Arbitration

Any difference arising between the parties under the contract shall be referred to and subsequently resolved by arbitration in Singapore under the UNCITRAL Arbitration Rules of 1976 pursuant to the International Arbitration Act 1994 or any statutory modification thereof for the time being in force.

Legal Construction

The contract shall in all respects be construed and operate as Singapore contract in conformity with Singapore law and unless otherwise agreed in writing shall be subject to the jurisdiction of the Singapore courts.

Retention of Title

The property in Products/Services supplied by the Seller shall not pass to the Purchaser until payment in full has been received by Seller from Purchaser, but the risk only in the Products shall pass to the Purchaser upon delivery, whether further work or installation, commissioning or otherwise is to be done upon Products/Services by the Seller or not.

Force Majeure

If either party shall be prevented or delayed in fulfilling their obligations under the contract by reason of circumstance beyond its reasonable control then it shall notify the other in writing within 7 days of occurrence thereof.

Provided that the said notification is given, and subject to all reasonable efforts being taken to minimize the effect of such circumstances, the party so delayed shall be relieved of such of its obligations under the contracts as they are prevented or delayed for the duration of the circumstances concerned.

If the supplier is delayed on one or more occasions for more than 30 days in total, then the purchaser may cancel the contract in writing. Justifiable costs associated with such cancellation shall come within the contemplation of payment by the purchaser.