

Safe Barriers Pte. Ltd. (UEN 201706147H)
Standard Terms & Conditions

Effective January 2018

1. Definitions and Interpretation

In this document:

- (a) "Amount Payable" means, at any time, all amounts payable by the Customer to Safe Barriers at that time (whether or not those amounts have become due for payment) in connection with the Contract (including, without limitation, any invoiced amount, interest, fees, costs or expenses);
- (b) "Breach" has the meaning given in clause 10(a);
- (c) "Credit Account Application" means the document by which a Customer applies to Safe Barriers for a credit account;
- (d) "Customer" means the customer specified in a Credit Account Application (or if there is no Credit Account Application, the person placing the Order, or on whose behalf the Order is placed, with Safe Barriers);
- (e) "Contract" has the meaning given in clause 2(d);
- (f) "Guarantor" means each individual, if any, specified as a guarantor in the Customer's Credit Account Application.
- (g) "Goods" means any goods, products or materials supplied or to be supplied by Safe Barriers at any time and from time to time including, without limitation, any goods specified in an Order Confirmation or invoice;
- (h) "Incorporated Goods" has the meaning given in clause 6(d);
- (i) "Insolvent" means being an insolvent under administration or insolvent or having a controller appointed, or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction;
- (j) "Mixed Goods" has the meaning given in clause 6(d);
- (k) "Order" is an offer from a Customer to purchase Goods from Safe Barriers whether made in writing (including by the issue of a purchase order), electronically (including by email) or verbally;
- (l) "Order Confirmation" is a confirmation of an Order issued by Safe Barriers to the Customer;
- (m) "Safe Barriers" means Safe Barriers Pte Ltd (UEN 201706147H) and its Related Bodies Corporate and for each Order means the company (namely Safe Barriers Pte Ltd (UEN 201706147H) or one of its Related Bodies Corporate) that issues the relevant Order Confirmation;
- (n) "Terms and Conditions" means the terms and conditions set out in this document;
- (o) unless otherwise stated, words indicating the singular include the plural and vice versa.

2. Application of these Terms and Conditions

- (a) The Customer may submit Orders to Safe Barriers from time to time but Safe Barriers may accept or refuse any Order in its absolute discretion.
- (b) An Order is accepted by Safe Barriers when:
 - i. the Customer receives an Order Confirmation from Safe Barriers; or
 - ii. Safe Barriers commences delivery of the Goods identified in the Order, whichever occurs first.
- (c) Unless Safe Barriers otherwise agrees in writing, the Terms and Conditions apply to every Order. Acceptance of Goods by the Customer is deemed acceptance that these Terms and Conditions apply to, and govern the supply of, the Goods.
- (d) The Terms and Conditions, together with the Credit Account Application, the Order and the Order Confirmation constitute the entire agreement between Safe Barriers and the Customer with respect to any Order (the Contract). To the extent of any inconsistency, unless expressly agreed in writing to the contrary, the Contract must be interpreted according to the following hierarchy, in descending order of priority: Order Confirmation, Terms and Conditions, Credit Account Application, Order. All prior negotiations, proposals, previous dealings, correspondence, trade custom and/or trade usage are superseded by and will not affect the interpretation of the Contract.
- (e) If at any time in relation to the supply of the Goods, the Customer provides, uses or otherwise contends for terms and conditions other than the Terms and Conditions, those terms and conditions will not form part of, or be incorporated into, the Order or the Contract.

3. Price

- (a) The price charged for the Goods will be:
 - i. the price set out in writing in the Order Confirmation;
 - ii. if there is no Order Confirmation or the Order Confirmation does not set out a price, the price set out in the most recent quotation issued by Safe Barriers, if any;
 - iii. if neither (i) nor (ii) applies, the price agreed in writing by Safe Barriers and the Customer; or
 - iv. if none of the above applies, Safe Barriers' then current list price for the Goods.
- (b) Unless otherwise stated to the contrary in the Order Confirmation or quotation, the price is exclusive of any goods or services tax and any new taxes that come into existence after the effective date of the Contract which impose an additional cost to Safe Barriers in connection with supply of the Goods.
- (c) Where a tax applies to any supply made under the Contract, Safe Barriers may recover from the Customer an additional amount on account of that tax.

4. Credit

- (a) Any agreement by Safe Barriers to grant the Customer credit has been or will be made on the basis of a Credit Account Application and any additional information (including references) required by Safe Barriers.
- (b) If Safe Barriers approves the Customer's Credit Account Application and grants the Customer credit, the Customer must pay the Amount Payable within the period of credit and in the accordance with any agreed credit terms.
- (c) Until Safe Barriers grants the Customer credit by notice in writing, or if Safe Barriers withdraws, suspends or limits credit (which it may do at any time and for any reason, in its absolute discretion), Safe Barriers will only supply Goods the Customer on the basis of payment by cash in advance.
- (d) By completing a Credit Account Application and applying for credit with Safe Barriers, the Customer agrees to be bound by these Terms and Conditions for each supply of Goods made by Safe Barriers to the Customer unless and until Safe Barriers and the Customer agree in writing to the contrary.
- (e) If the Customer holds a credit account with Safe Barriers, the Customer must immediately notify Safe Barriers in writing of any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position or any other information provided by the Customer in the Credit Account Application.

5. Delivery and Risk in Goods

- (a) Safe Barriers will make all reasonable efforts to have the Goods delivered to the Customer or its designated agent where the parties have agreed a delivery date and location and documented these terms in the Contract.

- (b) If the Contract is silent regarding delivery, Safe Barriers will make the Goods available for collection by the Customer or the Customer's agent at Safe Barriers' warehouse facility on an ex-works basis and the Customer must collect the Goods within 7 days of Safe Barriers notifying the Customer that the Goods are available for collection.
- (c) Safe Barriers will not be liable for:
 - i. any failure to deliver or delay in delivery for any reason; or
 - ii. any damage or loss due to unloading or inadequate packaging, except to the extent that such damage was caused by the negligent act or omission of Safe Barriers; or
 - iii. damage to property arising in connection with the entry into any premises to deliver the Goods.
- (d) Safe Barriers may invoice the Customer (in addition to the purchase price) for, and the Customer must pay, any costs reasonably incurred by Safe Barriers due to:
 - i. any failure by the Customer to accept the Goods at the time of delivery; or
 - ii. if clause 5(b) applies, any failure by the Customer to collect the goods from Safe Barriers' warehouse facility within the time specified by Safe Barriers in accordance with clause 5(b).
- (e) Subject to clause 5(b), risk in the Goods passes to the Customer upon delivery (including all risks associated with unloading) or upon title in the Goods passing to the Customer in accordance with clause 6, whichever is the earlier.

6. Title to Goods

- (a) The legal and equitable title to the Goods will only be transferred from Safe Barriers to the Customer when the Amount Payable has been paid in full to Safe Barriers.
- (b) Until the Amount Payable is paid in full, the Customer holds the Goods as Bailee for Safe Barriers and a fiduciary relationship exists between the Customer and Safe Barriers.
- (c) Subject to clauses 6(d), 6(e) and 6(f) below, the Customer must:
 - i. keep the Goods separate and in good condition as a fiduciary of Safe Barriers, clearly showing Safe Barriers' ownership of the Goods;
 - ii. keep books recording Safe Barriers' ownership of the Goods and the Customer's sale or otherwise of them; and
 - iii. if required by Safe Barriers, deliver the Goods up to Safe Barriers.
- (d) The Customer may only mix, affix, incorporate or install the Goods to other goods (Mixed Goods) or use or permit the Goods to be manufactured, processed, assembled, commingled or otherwise dealt with (so that the identity of the Goods is lost) (Incorporated Goods) in the ordinary course of its normal business.
- (e) If the Customer is in Breach, in addition to Safe Barriers' other rights under the Contract, or any other applicable law, Safe Barriers may:
 - i. take possession of the Goods or any Mixed Goods, wherever they are located;
 - ii. remove any Incorporated Goods; and/or
 - iii. enter wherever the Goods, Mixed Goods or Incorporated Goods are stored, without notice to the Customer and without liability for trespass or resulting damage, for the purposes outlined above in clauses 6(e)(i) and 6(e)(ii); and/or
 - iv. appoint any person to be a receiver of all or any of the Goods, Incorporated Goods, Mixed Goods or other assets the subject of the security interests created by the Contract.
- (f) The Customer may sell the Goods, any Mixed Goods or Incorporated Goods to a third party in the normal course of the Customer's business provided that the Customer holds the proceeds of sale on trust for Safe Barriers to the extent of the Amount Payable and must keep those proceeds separate (without mixing the proceeds with other monies) and on trust for Safe Barriers.

7. Quality and Quantity of Goods

- (a) Any claim by the Customer in respect of defective, non-conforming or damaged Goods must be made in writing within seven (7) days of the delivery of the Goods, or such longer period as expressly agreed by Safe Barriers in writing.
- (b) The Customer must inspect all Goods received as soon as practicable following delivery. No claim by the Customer for shortages of Goods may be made unless such claim is notified to Safe Barriers within 48 hours of such inspection and in any event within seven (7) days of delivery. The Customer must provide such substantiation of any shortage as reasonably requested by Safe Barriers and must assist Safe Barriers to investigate any such claim. Safe Barriers will endeavour to rectify any shortages, properly notified and verified in accordance with this clause, as soon as reasonably practicable after receiving notice but will not be liable for any delay in respect of such rectification.
- (c) Despite any other provision of the Contract, Safe Barriers is not liable, to the maximum extent permitted by law, for:
 - i. the cost of removal or return of Goods not meeting the specification or which are otherwise claimed to be defective or deficient, whether installed or otherwise;
 - ii. the cost of installation of replacements for Goods not meeting the specification or which are otherwise claimed to be defective or deficient; or
 - iii. defects or deficiencies in Goods caused by improper installation or maintenance of the Goods or related components or normal wear and tear and damage.

8. Payment

- (a) The Customer must make payment for the Goods in full (without any set off) either:
 - i. as specified in the Order Confirmation; or
 - ii. if payment terms are not set out in the Order Confirmation, within thirty (30) days of the date of invoice.
- (b) Unless the Contract states otherwise, Safe Barriers may invoice the Customer for the Goods during each month on a progressive basis and is not required to wait until all Goods have been delivered.
- (c) Safe Barriers may set off any amount due and payable by Safe Barriers to the Customer, against any amount due and payable by the Customer to Safe Barriers.
- (d) Safe Barriers may allocate and apply payments received from the Customer to the Amount Payable in such manner and order as Safe Barriers deems fit.
- (e) Safe Barriers may charge interest on any overdue amount at a rate equivalent to 2.5 % p. a. above the business overdraft interest rate published by DBS Bank.

9. Breach of the Contract

- (a) A party will be in breach of the Contract if:
 - i. it breaches a material term of the Contract and the breach is not remedied within 14 days of receiving notice from the other party requiring it to do so;
 - ii. it becomes Insolvent;
 - iii. in the case of the Customer, payment for the Goods has not been received by Safe Barriers by the due date for payment, each is a Breach of the Contract.
- (b) If the Customer is in Breach, Safe Barriers may do any one or more of the following:
 - i. treat the Breach as a repudiation of the Contract and sue for breach of contract;

- ii. by notice to the Customer declare all monies owing by the Customer to Safe Barriers on any account immediately due and payable (including the Amount Payable);
- iii. refuse to supply any Goods to the Customer on credit or at all;
- iv. demand immediate return of any Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract, or any other applicable law, including to enforce any security interest created by the Contract.

10. Intellectual Property

- (a) The Customer indemnifies Safe Barriers from and against all claims and all losses and damages incurred by Safe Barriers as a direct or in direct result of any breach of a third party's intellectual property rights as a result of Safe Barriers using or relying on any specifications, drawings, production requirements or other materials or instructions provided by the Customer in relation to the Goods.
- (b) If the Customer receives any confidential information from Safe Barriers, the Customer must not use or disclose the information unless it receives the prior written consent of Safe Barriers or until the information either enters the public domain (other than as a result of a breach of the Contract) or the use or disclosure is required by law.

11. Force Majeure

Safe Barriers will not be liable for failure to perform its obligations under the Contract to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by Safe Barriers because of circumstances outside of its control, failure of Safe Barriers' plant and equipment or failure of a supplier to Safe Barriers, provided that Safe Barriers gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.

12. Representations and Fitness for Purpose

- (a) Except as expressly provided to the contrary in the Contract, all representations, warranties, guarantees and implied terms or conditions in relation to the Goods (whether implied or otherwise) are excluded to the maximum extent permitted by law.
- (b) The Customer agrees that if it is aware (or should be aware) that the goods, the subject of an Order, are for a particular purpose (including, but not limited to, use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in the Order.
- (c) Unless expressly agreed by Safe Barriers in writing, the Customer acknowledges and agrees it has made its own inquiries in relation to the suitability of the Goods and does not rely on representations by Safe Barriers in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use or supply to the Customer.

13. Limitation of Liability

- (a) To the maximum extent permitted by law, the Customer acknowledges and agrees Safe Barriers' liability to the Customer (and any party claiming through the Customer against Safe Barriers) for any claim for loss or damages (including legal expenses) made in connection with the Contract whether in contract, tort (including negligence), under statute, in equity or otherwise will be limited for any liability for defective goods (whether arising from those goods not meeting the specification otherwise), at Safe Barriers' election, to the cost of repair or replacement of those goods as soon as reasonably practicable, or repayment to the Customer of the invoice price of those goods..
- (b) To the maximum extent permitted by law, the Customer acknowledges and agrees that Safe Barriers will not be liable for, and the Customer waives any right it has to claim, any loss of income, profit, production, contract, customers, goodwill, opportunity or business, or any indirect, special or consequential loss or damage of any nature whatsoever arising under or in connection with the Contract or any Goods, whether in contract, tort (including negligence), under statute, in equity or otherwise.
- (c) The Customer acknowledges and agrees, to the maximum extent permitted by law, that any other liability falling outside the application of clauses 12(a) or 12(b) above, for any loss or damage arising from or caused in any way by Safe Barriers, the goods it supplies or this Contract is excluded.

14. Waiver

Except as expressly set out in the Terms and Conditions, a party may only waive or vary a right under this Contract by written notice addressed to the other party. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

15. Severance

If a provision of the Contract would, but for this clause, be unenforceable:

- i. the provision must be read down to the extent necessary to avoid that result; and
- ii. if the provision cannot be read down to that extent,

it must be severed without altering the validity and enforceability of the remainder of the Contract.

16. Notices & Variation

- (a) A Notice under or in connection with these Terms and Conditions can be delivered to a party by email, facsimile or post.
- (b) Safe Barriers may at any time vary these Terms and Conditions as they apply to future Orders and must notify the Customer of these variations by notice complying with clause 16(a), on any invoice or Order Confirmation or by publishing the revised Terms and Conditions or notice on its website.
- (c) Notices given by Safe Barriers will be deemed to be received:
 - i. if given by email, on being sent, provided the notice is sent to the email address of an officer or employee of the Customer responsible for placing or administering orders for Goods and no "out of office" or other automated reply is received indicating that the message has not been or will not be received or read by the intended recipient;
 - ii. if given by facsimile transmission to a facsimile number shown in the Credit Account Application (or any other facsimile number provided by the Customer) by production by Safe Barriers of a copy of the facsimile transmission bearing the time and date of dispatch, on that date and at that time; and
 - iii. if given by post, on the fifth day after posting.

17. Costs

The Customer must pay all of Safe Barriers' costs and expenses in connection with the enforcement of any security interest given under the Contract and the registration, maintenance and release of any security interest in connection with the Contract or the recovery of the Amount Payable (including legal expenses on a full indemnity basis).

18. Applicable Law

The Contract is governed by the law of Singapore.

19. Assignment

Safe Barriers may assign its rights or novate its rights and obligations under the Contract (in whole or in part) to any person without the consent of the Customer. The Customer may not assign or otherwise transfer its rights under the Contract without prior notice to and consent from Safe Barriers.

20. Subcontracting

Safe Barriers may appoint subcontractors to assist in the provision of Goods to the Customer in its absolute discretion.