



LEGATE[®]

TERMS AND CONDITIONS
FOR SALE OF DIY PRODUCTS (SELF-COLLECTION)



**TERMS AND CONDITIONS FOR
SALE OF DIY PRODUCTS (SELF-COLLECTION)**

The Company has agreed to sell certain Product to the Customer on a supply-only basis upon the terms and conditions hereinafter contained

NOW IT IS HEREBY AGREED as follows:

1 Definitions

Unless the context otherwise requires the following expressions have the following meanings:

“Business Day” means a day other than a Saturday, Sunday or a public holiday.

“Business Hours” means the hours during which the Company is open to the public for collection as stated on its website or as otherwise notified.

“Collection Point” means the location designated by the Company for the Customer to collect the Product.

“Collection Date” means the date on which the Product is made available for collection by the Customer.

“Confidential Information” means all information obtained by one party from the other pursuant to the Contract which is expressly marked as confidential, or which is manifestly of a confidential nature, or which is confirmed in writing to be confidential within 7 days of its disclosure.

“Contract” means the Sales Order / Agreement provided by the Company to the Customer in relation to supply of the Product.

“Company” means one or more of the entities set out in **Schedule 1** to this Agreement.

“Customer” means the entity / person stated as the contracting party in the Sales Order / Agreement provided by the Company.

“**Manufacturing Defect**” means a material defect in materials or workmanship existing at the time the Product is handed over to the Customer.

“**Product**” means the Product specified in the Contract and any replacement Product and/or parts provided pursuant to the Contract as the context admits or the case may require.

“**Price**” means the price payable for the Product as specified in the Contract.

“**Updates**” means update or amendment to these Terms and Conditions made by the Company from time to time, which update or amendment shall be binding on the Customer once posted on the website of the Company.

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1) Products and services to be provided:

The Company hereby agrees to:

- a) Sell the Product to the Customer free from any encumbrances.
- b) Make the Product available for collection by the Customer at the Collection Point on the Collection Date. For the avoidance of doubt, the Company does not provide delivery, installation, site measurement, or any on-site services for the Product. Collection must take place during the Company's stated Business Hours only.
- c) The Company reserves the right, prior to the Product being collected, to substitute an alternative item of Product for any item originally agreed to be supplied under the Contract, provided that such substitution does not materially affect the performance of the Product and does not result in any increase in the Price
- d) The Company is not obligated to provide the Customer with any update(s) and/or improvement(s) to the Product after the date of the Contract.

2) Price and payment

The Price shall be paid fully (100%) at the time of order.

All sales are final and non-refundable, including due to change of mind, colour deviation, or aesthetic preference, or incorrect measurements provided by the Customer, except in cases of proven Manufacturing Defects under **clause 8**.

If payment is not received for any reason, the Company shall not be obliged to reserve, prepare, manufacture, or release the Product.

For the avoidance of doubt, the Company shall be entitled to rely solely on the measurements provided by the Customer, and shall not be required to verify or confirm such measurements.

3) Title and risk

- a) The legal and beneficial ownership of the Product shall pass to the Customer upon full payment of the Price.
- b) Risk in the Product shall pass to the Customer immediately upon the Product being handed to the Customer or the Customer's representative at the Collection Point. The Customer shall ensure that the person collecting the Product is duly authorised. Collection by any such person shall constitute delivery to the Customer. The Customer shall be fully responsible for the Product from that point onwards, including any damage, loss, theft, deterioration, or defects arising from handling, transport, storage, installation, or use of the Product after collection.

4) Time not of the essence

- a) The Collection Date stated in the Contract is an estimate only and shall not be of the essence of the Contract. The Company shall use reasonable efforts to make the Product available for collection on the estimated Collection Date.
- b) The Collection Date may be delayed if the Product is not ready due to supply issues, stock availability, or other circumstances not entirely within the Company's control. In such cases, the Company may designate a new Collection Date which is reasonable and convenient to the Company, and such decision shall be final and made reasonably. The Customer shall not be entitled to any compensation, refund, or set-off arising from such delay.
- c) If the Customer requests a change to the Collection Date for any reason, the Company shall designate a new Collection Date that fits the Company's schedule. The Company is not liable for any loss or inconvenience arising from such changes.

5) Acceptance

- a) The Customer shall inspect the Product for visible defects before leaving the Collection Point, including any defects reasonably discoverable upon unboxing at the Collection Point. Failure to do so constitutes acceptance of the Product in its delivered condition.
- b) The Product shall be deemed accepted once collected by the Customer, except for any Manufacturing Defect that is reported to the Company within 7 days after the date of collection.
- c) This clause does not affect the Customer's statutory rights in the event of a genuine Manufacturing Defect in the Product.

6) Force majeure

- a) Notwithstanding anything else contained in the Contract, the Company shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the Customer and/or any other third-party). Subject to the Company promptly notifying the Customer of the reasons for the delay (and the likely duration of the delay) the performance of the Company's obligations shall be suspended during the period that the said circumstances persist, and the Company shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the unlawful act or omission of the Company, any costs arising from such delay shall be borne by the Customer;

7) Customer's default

- a) If the Customer fails to collect the Product on the Collection Date, or otherwise prevents the Company from making the Product available for collection, the Customer shall be liable to the Company for any reasonable storage costs or administrative charges incurred as a result. Storage charges shall be based on the Company's prevailing rates and the Customer shall not be entitled to dispute such rates.
- b) If the Product remains uncollected for more than 30 days after the Collection Date, the Company may at its sole discretion, dispose of or sell the Product. The Customer shall not be entitled to any refund, whether in full or in part, and shall not be entitled to any proceeds (if any) from such resale or disposal.
- c) The Customer shall remain liable for any damage or loss caused to the Company due to the Customer's failure to collect the Product, including changes in stock availability, additional handling costs, or any losses incurred by the Company in disposing of or reselling the Product.

8) Warranties and performance

- a) The Company does not provide any warranty for the Product except for Manufacturing Defects.
- b) A Manufacturing Defect means a material defect in the materials or workmanship of the Product which existed at the time of collection. Any Manufacturing Defect must be reported to the Company within 7 days after the date of collection. The Customer shall bring the Product back to the Company for inspection at the Customer's own cost and expense. The Company shall not be responsible for any defect arising from the Customer's transportation, handling, or storage of the Product after collection.
- c) If a Manufacturing Defect is confirmed, the Company may, at its sole discretion, repair or replace the Product, or provide a refund for the defective item. No on-site service, labour, transportation, installation support, or reimbursement of third-party charges will be provided.

- d) This warranty does not apply to defects or damage caused by the Customer's handling, installation, misuse, improper storage, modification, normal wear and tear, failure to follow instructions, or any circumstances not related to a Manufacturing Defect. Cosmetic variations, surface blemishes, or minor imperfections that do not materially affect the function of the Product shall not constitute a Manufacturing Defect.
- e) Any defect or damage discoverable only after installation shall be presumed not to be a Manufacturing Defect, unless the Customer proves otherwise to the Company's reasonable satisfaction.
- f) The Company shall not be responsible for any injury, damage, or loss suffered by the Customer or any third party arising from the Customer's installation of the Product, the Customer's use of tools or equipment, or any third-party installation or handling.
- g) The Customer acknowledges that the Product is a DIY product and accepts full responsibility for determining the Product's suitability for the Customer's intended use, measurements, installation method, and conditions of use.

9) Customer's warranty

- a) The Customer warrants that the Customer has not been induced to enter into the Contract by any representation or warranty not expressly contained in the Contract. The Customer irrevocably waives any right to claim damages or rescind the Contract for any representation or warranty not stated herein, unless such representation or warranty was made fraudulently.

10) Confidentiality

- a) Each party shall treat as confidential all Confidential Information and shall not divulge such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause.
- b) If the Company appoints any sub-contractor, the Company may disclose Confidential Information to such sub-contractor.

11) Liability

- a) The Company's liability in respect of the Product is limited strictly to Manufacturing Defects as set out in **clause 8**. The Company shall not be liable for any loss, damage, injury, or claim arising from the Customer's handling, installation, modification, storage, misuse, or transport of the Product, including the use of tools or third-party assistance.
- b) The Customer shall indemnify and keep the Company indemnified against any loss of or damage to any property, or injury to or death of any person, arising from the Customer's installation, handling, storage, misuse, or transport of the Product, whether by the Customer, its employees, agents, or any third party.
- c) Except in respect of liability which cannot be limited or excluded by law, the total liability of the Company arising out of or in connection with the Contract shall not exceed the Price paid by the Customer for the Product.
- d) Notwithstanding anything else contained in the Contract, the Company shall not be liable to the Customer for any loss of profits, loss of business, loss of goodwill, loss of contracts, or for any special, indirect, or consequential loss or damage of any kind, whether arising from negligence, breach of contract, or otherwise.

12) Waiver of remedies

- a) No forbearance, delay, or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power, or remedy herein conferred upon or reserved for either party is exclusive of any other right, power, or remedy available to that party, and each such right, power, or remedy shall be cumulative.

13) Entire agreement

- a) The Contract and these Terms and Conditions constitute the entire agreement between the parties relating to the sale of the Product. Each party acknowledges that it has not relied on any representation, warranty, or statement not expressly set out in the Contract, except in cases of fraudulent misrepresentation. The Customer agrees that the Company may update or amend these Terms and Conditions at any time ("**Updates**"), and such Updates shall be binding on the Customer once posted on the Company's website. The Customer acknowledges that no oral statements, informal communications, or messages (including but not limited to Whatsapp, SMS, or telephone conversations) shall have any contractual effect.
- b) No addition to or modification of any provision of the Contract (including for the avoidance of doubt any substitution of the Product or any part of it) shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

- c) In the event of any conflict between the Contract and any document, communication, or correspondence, the terms of the Contract and these Terms and Conditions shall prevail.

14) Non- Assignment by the Customer

- a) Save as expressly provided in the Contract, the Customer shall not assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the Company.

15) Sub-contracts and Assignment By The Company

- a) The Company shall be allowed at any time to assign the entire Contract and/or enter into any subcontract with any person for the performance of any part of the Contract.

16) Interpretation

- a) In the Contract:
 - i) any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted;
 - ii) words importing the singular include the plural words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
 - iii) any reference to a party to the Contract includes that party's employees and authorised representatives.
 - iv) headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

17) Law

- a) The Contract shall be governed by and construed in accordance with the laws of the Republic of Singapore.

18) Disputes

- a) All disputes, controversies or differences (**'dispute'**) arising out of or in connection with the Contract, or these Terms and Conditions, including any questions regarding its existence, validity or termination, shall first be referred to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force.
- b) In the event that the dispute cannot be resolved in mediation within the time agreed by the parties, the parties shall refer the dispute to arbitration in Singapore in accordance with the Law Society Arbitration Scheme and the rules thereunder for the time being in force.

19) DIY Responsibility

The Customer acknowledges that the Product is a DIY (Do-It-Yourself) Product intended to be installed solely by the Customer. The Customer accepts full responsibility for ensuring measurements, installation, suitability, and usage of the Product.

20) Severability

- a) Notwithstanding that the whole or any part of any provision of the Contract or these Terms and Conditions may prove to be illegal or unenforceable, the other provisions of the Contract and these Terms and Conditions shall remain in full force and effect.

21) Third parties

- a) The parties confirm their intent not to confer any rights on any third parties by virtue of the Contract and accordingly the **Contracts (Rights of Third Parties) Act 2001** shall not apply to the Contract or these Terms and Conditions.

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SCHEDULE 1

LIST OF ENTITIES / BUSINESS – THE COMPANY

1. Legate Enterprise Pte Ltd
2. Legate (a partnership)

LEGATE[®]
Built to last