

**TERMS AND CONDITIONS FOR
SALE AND INSTALLATION**

The Company has agreed to supply and install certain Product for the Customer 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:

“**Assessment**” means preparation and/or to investigation and/or to carry out measurement(s) and/or assessment at or of the Location by the Company as provided in **clause 4**.

“**Balance**” means **50% (Fifty Percent)** of the Price payable by the Customer, the amount remaining less any Deposit that has been collected.

“**business day**” means a day other than a Saturday, Sunday or a public holiday.

“**Commissioning Date**” means the date on which the Product is fully installed at the Location or **one month** after the delivery of the Product to the Location (if installation is unable to be carried out as a result of any instruction(s), act(s) or omission(s) of the part of the Customer or the Customer’s agent, representative or contractor and/or due to the unavailability or unsuitability of the Location or the site to which the installation is to be carried out through no fault whatsoever on the part of the Company or its representative), whichever shall be the earlier.

“**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.

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

“**Delivery Date**” means the delivery date specified in the Contract or such extended date as may be granted pursuant to **clause 9**.

“**Deposit**” means **50% (Fifty Percent)** of the Price payable by the Customer pursuant to **clause 2a)**, or any such other sum of amount that the Company and Customer has agreed to be paid as deposit, and also which has been paid by the Customer to the Company.

“**Installation**” means the installation of the Product according to **clause 6**.

“**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.

“**Product Price**” means that part of the Price payable in respect of the Product as specified in the Contract.

“**Location**” means the Customer’s premises at which the Product is to be installed as specified in the Contract.

“**Off-Loading Point**” means the Customer’s off-loading point specified in the Contract (if any).

“**Price**” means the price for the Product and the services to be provided hereunder as specified in the Contract.

“**Updates**” means update or amend the Terms and Conditions contained herein and/or any of the Warranties at any time, which update or amendment shall be binding on the Customer once the update is posted on the web-site of the Company.

“**Warranties**” means the warranties set out in **Clause 11a)** and also the General Warranties & Applicable Terms (together the Schedules attached to the same) which full details are available on the web-site of the Company at <https://legate.com.sg/terms-conditions-and-warranty>, and to which physical copies would be provided to the Customer upon a written request being made by the Customer and also upon the Customer paying the applicable administrative charges for the reproduction (the actual amount payable of which would be updated from time-to-time, and which the Customer would be advised if the Customer so request for physical copies of the said General Warranties & Applicable Terms (together the Schedules attached to the same). For the avoidance of doubt, the Company shall have unfettered discretion to determine the amount payable as administrative charges, and this amount shall not be subjected to any challenge by the Customer or any other person(s) or entity under any circumstance.

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1) Products and services to be provided:

- a) The Company hereby agrees to:
 - i) sell the Product to the Customer free from any encumbrances.
 - ii) deliver the Product to and install it at the Location on the Delivery Date.
- b) The Company reserves the right prior to delivery of the Product to substitute an alternative item of Product for any item of Product agreed to be supplied hereunder provided that such substitution will not materially affect the performance of such Product and will not result in any increase in the Price.
- c) The Company is not obligated to provide the Customer with any update(s) and/or improvement(s) to the Product (including any software updating to be used with any of the Product) if any update(s) and/or improvement(s) are available after the date of the Contract.

2) Price and payment

- a) The Price shall be paid by the Customer:
 - i) For Product **below S\$1,000.00**, fully (**i.e. 100%**) as at the date of the Contract.
 - ii) For Product **above S\$1,000.00**, generally **50%** upon the confirmation of the order for the Product by way of a **Deposit** and as to the **Balance** upon the Commissioning Date. However, on a case-by-case basis, the Company (at the Company absolute unfettered discretion) is permitted to adjust the amount of Deposit to be collected.
- b) Should the Customer for any reason decide to terminate the Contract:
 - i) Before the delivery and/or fabrication of the Product, the Deposit so paid or payable by the Customer shall be paid to the Company by the Customer as liquidated damages for the Customer's termination of the Contract.
 - ii) After commencement of the fabrication of the Product and/or the Product has been delivered to the Off-Loading point or the Location, whichever is earlier, the Customer shall pay the full Price (i.e. the Deposit and the Balance) to the Company, even if the Product has not been installed.

- iii) Further, if the Customer requires the removal of any part the Product and/or deinstallation of the Product after delivery of the Product, or if such removal or deinstallation is pursuant to **clause 3a**, further to the Price payable by the Customer, the Customer must also pay the Company all costs and expenses incurred by the Company in the removal and/or deinstallation at such rate and for such amount as the Company may reasonably determine (including but not limited to man-power, transport, administrative and service and third-party expenses).

3) Title and risk

- a) The legal and beneficial ownership of the Product shall pass to the Customer on payment in full and in cleared funds of the Price and any other sums which may then be due under the Contract. For the avoidance of doubt, in the event that the Customer fails to pay the Price and/or other sums due, the Company is allowed and authorized to remove the Product from the Off-Loading Point or Location even if the Product is installed (including the dismantling of the Product), and the Customer shall be liable fully to the Company for the Price and also all costs and expenses incurred in such removal of the Product.
- b) Risk in the Product shall pass to the Customer upon the commencement of the fabrication of the Product or the delivery of the Product to the Off-Loading Point or the Location, whichever is earlier, and accordingly the Customer shall be responsible for insuring the Product against all normal risks with effect from the time risk passes.

4) Location preparation

- a) The Company shall supply to the Customer in reasonable time before delivery of the Product such information as may be reasonably necessary to enable the Customer to prepare the Location for the installation of the Product and to provide proper environmental and operational conditions for the efficient working and maintenance of the Product.
- b) Further, for the purpose of carrying out the installation of the Product, the Company's representative(s) may have to visit and/or be present at the Location on multiple occasions to prepare and/or to investigate and/or to carry out measurement(s) and/or assess the Location (collectively the "**Assessment**") for the Delivery and/or installation of the Product, and the Customer shall provide all reasonable access to the Location and support at the Location at all times for such Assessment. The Customer is aware that the Assessment may be carried out on more than one occasion, and the decision of the Company on this issue and the extent and number of times of Assessment required shall be final and unfettered.
- c) The Customer shall at its own expense prepare the Location and provide such environmental and operational conditions prior to delivery.

5) Information and access

- a) The Customer undertakes to provide the Company promptly with any information requested which the Company may reasonably require from time to time to enable the Company to proceed with the performance of the Contract without undue delay or impediment.
- b) The Customer shall for the purposes of the Contract afford to the authorized personnel of the Company during normal working hours reasonable access to the Location and shall provide adequate free working space and such other facilities as may be reasonably necessary for the installation of the Product. The Company's personnel shall comply with all health and safety procedures in effect at the Location and notified by the Customer to the Company or its staff.

6) Delivery & Installation

- a) The Delivery Date stated in the Contract is only an estimated date, and the Company shall make reasonable efforts to deliver the Product on or about that date, and the Customer agrees that time is not of the essence in respect of the said Delivery Date.
- b) On the Delivery Date the Company shall deliver the Product to the Off-Loading Point (if any) and be responsible for its transportation thereafter to the Location.
- c) The Company shall not carry out or be responsible for the removal of doors widening of entrances and/or any other structural work of any description for the purpose of moving the Product from the Off-Loading Point to the Location and/or for the installation of the Product at the Location which work shall be undertaken by the Customer at its own expense prior to delivery. If the Company is required to carry out any such works, then the costs incurred in carrying out the same shall be paid by the Customer in addition to the Price.
- d) The Customer shall be responsible for all reasonable costs incurred by the Company in providing any special product, equipment, personnel and/or works reasonably necessary to move the Product from the Off-Loading Point to the Location and/or for the installation of the Product at the Location. Such costs shall be paid by the Customer in addition to the Price.
- e) Unless agreed otherwise in writing by the Company, the Company shall install the Product at the Location on the Delivery Date.
- f) If in the reasonable opinion of the Company it is necessary to remove or otherwise dismantle and/or disconnect and/or adjust any of the Customer's existing fixtures or fittings or items at the Location in order to carry out the installation of the Product then the Customer shall permit and obtain all necessary consents for such removal and/or disconnection and shall give the Company all necessary assistance to enable such work to be carried out. For this purpose, the Customer further agrees that the Company would not be responsible under any circumstance for the any damages and/or losses of any nature (whether foreseeable or otherwise) suffered and/or may be suffered by the Customer as a result of the said dismantling and/or disconnecting and/or adjustment of any of the Customer's existing fixtures or fittings or items.

- g) The Customer is aware and accepts that the installation may be carried out on more than one occasion.
- h) For the purposes of the Delivery and/or Installation of the Product, the Customer shall (at the Customer's costs) obtain all necessary license(s), permission(s), consent(s) and/or co-operation from all government, quasi-government and/or relevant bodies or authorities or agencies (including, inapplicable the owner or the governing body or MCST of any building) in respect of the intended Delivery and/or Installation, and the Customer shall be solely responsible for any liaison or dealings with these bodies and/or entities during the Delivery and/or Installation.
- i) The Customer shall be solely responsible for all damages and/or losses caused to and/or suffered by the Company and/or to and/or suffered by any third party, in respect of works carried out by the Company pursuant to the terms of the Contract if the Customer did not obtain the necessary e(s), permission(s), consent(s) and/or co-operation from all government, quasi-government and/or relevant bodies or authorities or agencies (including, inapplicable the owner or the governing body or MCST of any building) in respect of the said works.

7) Time not of the essence

- a) The time of delivery and/or installation of the Product as stated in the Contract is only an estimate shall not be of the essence of the Contract. The Company shall use reasonable efforts to supply and deliver the Product and/or carry out the installation on the estimated delivery date stated in the Contract. However, in the event that there are amendment(s) and/or variation(s) to the Product(s) to be delivered and/or installed, and/or in the event that the delivery and/or installation is delayed or affected through any acts or omissions on the part of the Customer and/or that or any other entity and/or person(s), and which delay or issue is not due entirely to the fault of the Company, then the Company is permitted to carry out the delivery and/or installation at other date(s) which is deemed as reasonable and convenient to the Company, and the Company's decision on this issue shall be final and unfettered.
- b) For the avoidance of doubt, the payment of the Deposit does not guarantee that the Product shall be delivered on the dates stated in the Contract in relation to the Delivery Date and/or the date of the installation.
- c) In the event that the Customer, for any reason whatsoever, changes any Delivery Date and/or date of installation so confirmed by the Company, the Company shall then make reasonable efforts to deliver and/or install the Product at a later date as may be reasonably convenient to the Company, according to the Company's schedule.

8) Acceptance

- a) The Product shall be deemed to be accepted by the Customer within **1 month** of the Delivery or installation, whichever is earlier. This clause does not affect the Customer's statutory rights in the event of an inherent defect in the Product.

9) 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;

10) Customer's default

- a) If the Company is prevented or delayed from performing its obligations under the Contract by reason of any act or omission of the Customer then further to the Price of the Product (which shall be payable by the Customer to the Company) the Customer will pay to the Company all reasonable costs charges and losses sustained or incurred by the Company as a result (including without limitation the cost of storage and insurance of the Product).

11) Warranties and performance

- a) The Company warrants that the Product will be subjected to the Warranties and is free from material defects in materials workmanship and installation as of the Commissioning Date.

12) Customer's warranty

- a) The Customer hereby warrants to the Company that the Customer has not been induced to enter into the Contract by any prior representations or warranties whether oral or in writing except as specifically contained in the Contract and the Customer hereby irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in the Contract or for breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently and was relied upon by the Customer) and/or to rescind the Contract.

13) 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 shall appoint any sub-contractor then the Company may disclose Confidential Information to such sub-contractor

14) Liability

- a) Subject to the limits provided in **clause 14c)**, the Company shall indemnify the Customer and keep the Customer fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of the Contract by the Company its employees agents or sub-contractors or by any defect in the design or workmanship of the Product.
- b) The Customer shall indemnify the Company and keep the Company fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of the Contract by the Customer its employees agents or sub-contractors.
- c) Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law (for which no limit applies) the liability of the Company under **clause 14a)** in respect of each event or series of connected events in relation to all claims arising out of or in connection with the Contract shall not exceed the amount that has been paid by the Customer to the Company pursuant to the Contract.
- d) Notwithstanding anything else contained in the Contract the Company shall not be liable to the Customer for loss of profits or contracts loss of goodwill, or for any special indirect or consequential loss whether arising from negligence breach of contract or howsoever.

15) 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 and 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.

16) Entire agreement

- a) The Contract (and the current Terms and Conditions, and the Warranties) supersedes all prior agreements arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent precontractual misrepresentation upon which the other party can be shown to have relied). However, the Customer agrees that the Company may update or amend these Terms and Conditions and/or any of the Warranties at any time ("**Updates**"), and in such an event these Updates shall be binding on the Customer once the update is posted on the web-site of the Company
- 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.

17) 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.

18) Sub-contracts and Assignment By The Company

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

19) Interpretation

- a) In the Contract:
 - i) 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 a reference to his successors in title and permitted assigns; and

iv) the headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

20) Law

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

21) Disputes

- a) All disputes, controversies or differences (**'dispute'**) arising out of or in connection with the Contract, these Terms and Conditions and/or the Warranties 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. 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.

22) Severability

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

23) 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 these Terms and Conditions and/or the Warranties.