

## TERMS & CONDITIONS OF SALE

These terms and conditions of sale (this “**Agreement**”) sets out the terms between the customer (“**you**”) and **SEIHO MACHINE & ELECTRIC CO. PTE. LTD.** (UEN No. 198202381N) (“**we**” or “**us**”) relating to all orders for products and services (each, an “**Order**”) submitted by you through [www.nexenlife.com](http://www.nexenlife.com) (the “**Website**”). This Agreement shall apply to all customers who submit an Order to us with through the Website or through a Third-Party Platform.

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Agreement, the following definitions shall apply:
- (a) **Business Day:** refers to any day other than Saturday, Sunday or a day gazetted as a public holiday under the Holidays Act 1998.
  - (b) **Delivery:** refers to a delivery service as provided by our authorised delivery provider or third-party deliver provider pursuant to Clause 3 and may be varied in writing from time to time.
  - (c) **Fees:** refers to the fees payable by the you for the Product and/or services.
  - (d) **Force Majeure Event:** refers to any event beyond our reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
  - (e) **Installation:** an installation service as provided by us pursuant to Clause 4 and may be varied in writing from time to time.
  - (f) **Nexen:** refers to the specific brand of electric bar products sold by us.
  - (g) **Order:** refers to all orders for the Product and services for Delivery and/or Installation.
  - (h) **Order Confirmation:** refers to confirmation of the Order as provided by us upon payment of the Fees.
  - (i) **Product:** refers to the range of Nexen E-Bars and Nexen adaptors and accessories available on the website.
  - (j) **Purchase Date:** refers to the date as stated on the Order Confirmation.
  - (k) **Services:** refers to Installation or Delivery.
  - (l) **Third-Party Platform:** refers to any authorised third-party retailers or sales platforms as listed on the Website.
- 1.2. A reference to “writing” in this Agreement shall include email and all other forms of electronic communication but shall not include fax.
- 1.3. Your submission of an Order via our Website or Third-Party Platform means that you accept, and agree to abide by this Agreement.
- 1.4. This Agreement and any documents referred to in it or executed contemporaneously with it constitute the entire Agreement between the parties relating to their subject matter and supersede all previous Agreements relating to that subject matter, including any purchase order issued by you. All implied warranties under law are, to the extent permitted, expressly excluded.
- 1.5. Save as expressly stated in the terms of this Agreement, if there is a conflict between the terms set out in this Agreement with any other term whether in writing or otherwise, the terms of this Agreement shall prevail.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 1.7. We may revise this Agreement from time to time we will give you at least one (1) month’s written notice of any changes made to this Agreement before they take effect
- 1.8. Any samples, drawings, illustrations, or advertising material provided by us are illustrative in nature and purpose only and shall not have any contractual force.

## **2. ORDER**

- 2.1. Your Order will be considered as an offer to purchase the Product from us, at the fees set out on the Website. Your Order is only accepted by us when you have received the Order Confirmation.
- 2.2. If you intend to change your Order at any time after the Order Confirmation is issued, we shall be entitled to vary our charges in such an event and will issue a new Order Confirmation.
- 2.3. The sale of the Product is subject to availability. We may temporarily or permanently remove any Product from the Website at any time, with or without notice to you.

## **3. DELIVERY OF ORDERS**

- 3.1. The Order will not include Delivery unless specifically agreed. If Delivery has been agreed to, this clause shall apply. The risk in our Product shall pass on Delivery to you or your agents.
- 3.2. Delivery shall be provided by our authorised delivery provider or by third-party delivery providers at the prevailing market rate. You may also engage delivery providers from our approved list of third-party delivery providers. The fees for Delivery will be added to your Order.
- 3.3. Delivery shall be delivered to addresses within Singapore and registered addresses overseas.
- 3.4. We will try our best to meet your chosen Delivery date and timeslot, however, there may be times where we are unable to do so, and when this happens, we will contact you to re-arrange the Delivery date and timeslot.
- 3.5. You shall inform us of any Delivery restrictions or difficulty in accessing your property when you place an Order and ensure that the relevant permissions are obtained from the building/residential management prior to the scheduled Delivery date. If we are unable to deliver on the confirmed Delivery date and timeslot due to any difficulty in accessing your property, a re-attendance fee shall apply for the next Delivery attempt. We are not obliged to complete the Delivery of your Order prior to receiving payment of the re-attendance fee.
- 3.6. Our service providers are not obliged to wait for you to grant them access to the property as they will have to fulfil other deliveries scheduled for the day. If they leave, any attempt at re-Delivery shall be subject to a re-attendance fee.
- 3.7. Every effort will be made to deliver the Product to your stipulated address, provided that it is safe and feasible to do so. If our service providers are of the view that it is unsafe to their personnel or to any other person deliver the Product to the address or that any attempted Delivery is likely to cause damage to the Product or to the property at the stipulated address (including surrounding property), they will let you know and if you still decide to proceed with the Delivery, we will not be liable for any damage caused to the Product or any property.
- 3.8. On Delivery, it is your responsibility to examine the Product, check the condition of the packaging and ensure that the correct number of packages has been delivered and you will be asked to sign the proof of Delivery to confirm this. If there are any issues, you should detail this accordingly on the proof of Delivery.
- 3.9. You agree that we shall not be liable, and you shall not hold us liable, for any delay or failure in providing any services to you, if such delay or failure results from a Force Majeure Event or your act, omission or default (including any unclear or inaccurate instructions or failure to make payment).

## **4. INSTALLATION**

- 4.1. Installation shall be provided by our trained professionals at the prevailing market rate. You may also engage an approved third-party contractor to install the Product. The Order will not include the Installation service unless specifically agreed. If the Installation service has been agreed to, this clause shall apply.
- 4.2. Our customer representative will contact you to confirm the state of the Installation site and provide guidance to ensure that the Installation site is suitable for Installation. You may refer to the Installation guide available on the Website. You may also refer to the list of approved third-party contractor available on the Website.
- 4.3. In order to create a suitable environment for Installation, you hereby irrevocably and unconditionally agree:
  - (a) to provide us such information, data and access to your premises as is required for the Installation of the Product and confirmation that the premises are suitable for Installation. We shall not be liable to you or be deemed to be in breach of any term in this Agreement by reason of any delay in providing, or any failure to provide, the goods and/or services (or any part thereof), if such delay or failure was due to your failure to provide and/or grant us with data, information, reasonable assistance, co-operation and, or access;
  - (b) to provide adequate space for our personnel to work, otherwise where the Installations or assembly will not proceed. You shall be liable for any injury sustained by our personnel; and
  - (c) to be responsible for the safety of our Installation personnel in the vicinity of your premises.
- 4.4. Our professionals are not obliged to complete the Installation if the Installation site is deemed unsuitable. If our professionals leave, any request for re-installation shall be subject to a re-installation fee. The re-installation fee will be determined at the prevailing market rate.
- 4.5. In the event the Product is installed on the premises by yourself or by a third-party service provider, it is your responsibility to ensure you or your employees, agents and subcontractors or any other persons engaged by you to install the Product, comply with the terms of any instructions or manuals provided by us from time to time. We shall not be liable or be held responsible for any damages, injuries or loss incurred by you during the installation of the Product.

## **5. PAYMENT**

- 5.1. In consideration of the sale of the Product by us, you shall pay the Fees to us once you have placed the Order on the Website or Third-Party Platform. The Website accepts varied secured methods of payments, including payments by credit cards and debit cards. We will not fulfil an Order until payment is made in full and has been validated and charged by us.
- 5.2. Fees at all times exclude costs for Services unless expressly included. You shall bear all goods and services tax or similar tax imposed under the applicable law. Upon our receipt of the Fees, we shall issue an Order Confirmation.
- 5.3. All payments must be received in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off, or counterclaim whatsoever.
- 5.4. In addition to all other remedies available under contract or at law, we shall be entitled to suspend the provision of, and shall not be liable for the completion of, our obligations hereunder if you fail to pay any amounts on the relevant due date for payment.
- 5.5. All sums due to us under this Agreement shall be paid in Singapore dollars, by way of bank transfer to such account as notified by us for such purpose, and received by us no later than the due date for payment in immediately available and freely transferable funds, and without any restriction, condition, withholding, deduction, set-off, or counterclaim whatsoever.

5.6 Unless otherwise stated in Clause 6, all Products sold shall be non-refundable. All Products sold on the Third Party Platform will comply with the relevant and applicable refund and return policies

## **6. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 6.1. If we have to cancel an Order after we have issued the Order Confirmation and before we provide, deliver or install the Product due to a Force Majeure Event or the unavailability of key personnel or key materials without which we cannot provide the Product or Services, we will promptly contact you if this happens.
- 6.2. We may cancel the provision of the Product or Services at any time by providing you with at least 10 Business Days' notice in writing. We will refund the Fees to you within 30 Business Days once we have issued the notice of cancellation.

## **7. PRODUCT WARRANTY**

We warrant that the Products will be free from defects in workmanship, material and design under normal use during the warranty period. You may claim for warranty subject to and in accordance with Nexen's Product Warranty and Exchange Policy. Please refer to **Nexen's Product Warranty and Exchange Policy**.

## **8. TERMINATION OF AGREEMENT**

- 8.1. Either party may terminate this Agreement by providing 7 Business Days prior written notice to the other party.
- 8.2. We may terminate this Agreement with immediate effect by providing written notice to you where:
  - (a) you commit a breach of any other term of this Agreement which breach is irremediable, or (if such breach is remediable) you fail to remedy that breach within a period of 7 Business Days of being notified in writing to do so; or
  - (b) any suspension of our obligations pursuant to a Force Majeure Event continues for a period of 2 months.
- 8.3. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of Agreement which existed at or before such date.
- 8.4. You are not entitled to a refund of any Fees upon termination.
- 8.5. Upon termination of this Agreement, we may at our discretion and with immediate effect upon giving you notice, terminate your use of the Website and/or Services and/or disable your username, password and/or biometric login function.
- 8.6. Upon termination of this Agreement all of our obligations under this Agreement shall immediately cease.

## **9. INDEMNITY AND LIMITATION OF LIABILITY**

- 9.1. You agree to indemnify and hold us, our related corporations, our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of the Product, and/or engagement of Services in relation thereto or otherwise, and whether under this Agreement, any laws or regulations or otherwise.

- 9.2. Our total liability arising out of or in connection with this Agreement and/or your use of the Website and the services, whether arising by statute, contract, tort or otherwise, will not exceed the total Fees paid by you in the twelve (12) month period immediately prior to the event giving rise to any such liability.
- 9.3. We will not be liable for any loss or damage suffered by you or anyone else arising from any:
- (a) unauthorised modification to the Product;
  - (b) unauthorised use of the Product in a manner that has not been authorised by us in writing;
  - (c) damage cause by the use of faulty electrical equipment;
  - (d) disregard of any safety instructions or guidelines published by us from time to time and by relevant government authorities; and/ or
  - (e) failure to comply with this Agreement.
- 9.4. Nothing in this Agreement shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud; and/or
  - (c) any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.

## **10. WARRANTIES**

- 10.1. While we make all efforts to maintain the accuracy of the information on our Website, we provide the Products, Services, Website and all information, content, materials, products and other services included on or otherwise made available to you on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing. You expressly agree that your use of the Services and our Website is at your sole risk.
- 10.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Website or the provision of Products or Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that our Website, or electronic communications sent by us are free of viruses or other harmful components.

## **11. MISCELLANEOUS**

- 11.1. We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or obligations under this Agreement.
- 11.2. You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.
- 11.3. No joint venture, partnership or agency or employment relationship has arisen by reason of this Agreement.
- 11.4. This Agreement and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or

negligent misstatement based on any statement in this Agreement or any document expressly referred to in it.

- 11.5. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.6. Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.7. This Agreement, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by Singapore law. In the event of any such disputes or claims in connection with this Agreement, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Singapore.