



A Passion for Solutions

**STANDARD TERMS AND CONDITIONS
OF SALE**

JOHN WHILE SPRINGS (S) PTE LTD

JOHN WHILE SPRINGS (SHANGHAI) CO. LTD

JOHN WHILE SPRINGS (THAILAND) CO. LTD

JOHN WHILE SOLUTIONS (S) PTE LTD



1. DEFINITIONS AND INTERPRETATIONS

1.1 In these conditions:-

"**Company**" means JOHN WHILE SPRINGS (S) PTE LTD, JOHN WHILE SPRINGS (SHANGHAI) CO. LTD, JOHN WHILE SPRINGS (THAILAND) CO, LTD, JOHN WHILE SOLUTIONS (S) PTE LTD and their respective agents;

"**Contract**" means any agreement, whether oral or written, between the Company and the Purchaser for the sale or supply of the goods to the Purchaser or for the performance of the Services for the Purchaser by the Company;

"**Purchaser**" means any person contracting to purchase any Goods from the Company;

"**Goods**" means all products or goods supplied or to be supplied by the Company under the Contract;

"**Services**" means any work, labour or services performed by the Company under the Contract.

1.2 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 The headings used herein are for convenience only and shall not affect the interpretation or construction of these conditions.

2. GENERAL

2.1 All orders are accepted and all Contracts are made by the Company and the Purchaser subject to the conditions herein contained. These conditions shall be incorporated into the Contract to the exclusion of all other conditions expressed or implied other than valid variations of these conditions as provided by Condition 2.3 herein even if such terms and conditions are contained in a document produced by the Purchaser in which there are provisions which seek to provide that his terms and conditions prevail to the exclusion of the terms and conditions herein.

2.2 These terms and conditions supersede all previous terms and conditions of trade of the Company.

2.3 No variation of these terms and conditions shall bind the Company unless agreed in writing and signed by a director or any other duly authorised officer on behalf of the Company save that any special conditions expressed by the Company in any quotation, estimate, contract, specification, written acknowledgement or letter shall form part of these terms and conditions and in the event of any conflict or ambiguity such special conditions shall prevail.



2.4 The Company may grant to the Purchaser time or other indulgence without affecting its rights against the Purchaser under these terms and conditions.

2.5 Each order and its acceptance is to be treated as a separate contract and accordingly if there shall be at any one time more than one Contract in the course of performance between the Company and the same Purchaser and if any question dispute or difficulty shall arise in respect of one of such Contracts, neither the existence of such question, dispute, or difficulty nor the terms on which it may be settled shall affect in any way whatsoever other such Contracts save that if such question or dispute relates to non-payment of the Company for the Goods supplied to or for the Services performed for the Purchaser, then the Company shall be entitled to cease to perform the other Contracts without liability.

3. QUOTATIONS

3.1 A quotation given by the Company to the Purchaser does not constitute an offer by the Company to supply the goods or perform the Services.

4. ACCEPTANCE

4.1 Every order placed by the Purchaser with the Company shall be deemed to be an offer by the Purchaser to the Company to buy the Goods or pay for the performance of the Services subject to these terms and conditions and will not be binding upon the Company until the Company has accepted the order. The Company's acceptance of the order from the Purchaser shall be communicated via the written acknowledgement by the Company to the Purchaser that the Company has accepted the purchase order.

5. DELIVERY AND PERFORMANCE OF SERVICES

5.1 *Time of delivery and performance*

5.1.1 If no date for delivery or performance is stated by the Purchaser, delivery or performance shall be made within a reasonable time by the Company.

5.1.2 Any time or date for delivery of the Goods or performance of the Services given by the Company to the Purchaser shall be an estimate only. The Company shall not be liable for any loss or damage howsoever arising by reason of any failure on the part of the Company to effect delivery to or performance for the Purchaser at the time or date stated.

5.1.3 Any delivery period begins on the date of the Company's acceptance of the Purchaser's order as required by Condition 4 hereof or if later when the Company receives from the Purchaser



any further information or goods which it may require to proceed with the Contract. The Company will not be liable for any delays in delivery if the Purchaser did not supply such information or goods promptly.

5.2 *Passing of risk*

5.2.1 Subject to Condition 10 below, risk of loss or damage to or by the Goods shall pass to the Purchaser upon the Goods entering the premises of the Purchaser or where the Purchaser nominates an appointed forwarder, such risk shall pass to the Purchaser upon the Goods coming into the possession of such appointed forwarder.

5.3 *Place of delivery*

5.3.1 In the event that the Contract requires the Company to cause the Goods to be delivered, the Company shall effect delivery of the Goods to the Purchaser's normal place of business unless otherwise agreed between the parties.

5.4 *Checking goods on delivery*

5.4.1 The Purchaser shall exercise reasonable endeavours to check the Goods delivered on delivery and shall then sign the delivery order. No claim will be accepted by the Company for short delivery and/or defects after the Purchaser has signed the delivery order unless such short delivery and/or defects are not discoverable by the Purchaser after exercising reasonable endeavours as aforesaid.

5.5 *Delivery by instalments*

5.5.1 If the Goods are delivered in instalments by the Company, each delivery shall be deemed to be the subject of a separate contract to which these terms and conditions shall apply but so that this condition shall in no way affect the right of the Company to suspend or terminate the whole Contract.

5.5.2 Any complaint about or delay in the delivery of any instalment shall not entitle the Purchaser to reject any subsequent delivery.

5.5.3 If the Goods are being delivered in instalments by the Company, the Company shall have the right to make good any shortfalls in the amount of Goods delivered in earlier instalments in later instalments effected within a reasonable period of time unless otherwise agreed between the parties.

5.5.4 If the Goods are being delivered in installments, the Company shall have the right to withhold later deliveries until earlier deliveries have been paid for in full by the Purchaser.



6. PURCHASER CAUSING DELAY IN DELIVERY OR COLLECTION OF GOODS

6.1 If for any reason, the Purchaser causes any delay in the delivery or collection of the Goods or any part thereof beyond the time that they would otherwise have been available for delivery or collection, the Company may terminate the Contract by serving written notice to that effect on the Purchaser. Such termination shall be without prejudice to any claim that the Company may have in respect of an antecedent breach by the Purchaser of any of his obligations under the said Contract or in respect of any Goods delivered to the Purchaser for which payment in full has not been received.

7. LIEN

7.1 The Company shall have a general lien over any goods or monies belonging to the Purchaser in its possession until all monies due to the Company from the Purchaser shall have been paid in full.

7.2 If any monies due to the Company from the Purchaser are not paid within 21 days of such monies becoming due, the Company may in its absolute discretion, sell the goods belonging to the Purchaser in its possession as agent for the Purchaser and apply the proceeds of sale less any costs of sale towards the monies due from the Purchaser to the Company and shall upon accounting to the Purchaser for the balance of the proceeds of sale (if any) be discharged from all liability whatsoever in respect of the goods.

8. UNCOLLECTED MATERIALS SUPPLIED BY PURCHASER

8.1 If for any reason, the Company is in possession of materials such as tooling, machinery, raw materials and the like provided by the Purchaser and the Purchaser fails to collect the same after the Company has served written notice on the Purchaser stating that the materials are ready for collection, the Company may charge the Purchaser for all storage expenses incurred consequent thereon and risk of loss or damage to or by the materials shall pass to the Purchaser on the date on which the Company served the said notice. The Company may after a reasonable period (to be decided solely by the Company) otherwise dispose of the materials and account to the Purchaser for the proceeds of sale less storage expenses and any costs of sale and shall upon accounting to the Purchaser for the balance of the proceeds of sale (if any) be discharged from all liability whatsoever in respect of the materials.

9. PRICES AND TERMS OF PAYMENT

9.1 Time for payment shall be of the essence of the Contract.

9.2 Catalogues price lists and other advertising material are indications only of the type of Goods and Services offered and of the price of those Goods and Services and shall not be binding upon the Company.



- 9.3 The Purchaser will be invoiced on delivery or collection of the Goods or performance of the Services and the Purchaser shall be required to make payment in full within the time stipulated in the Company's quotation and/or invoice.
- 9.4 Where any payment by the Purchaser is overdue interest may at the Company's option be charged on all outstanding sums at the rate of 8 per cent per annum from the date such payment was due until the date payment is made.
- 9.5 The Company reserves the right by serving written notice on the Purchaser at any time before delivery or performance, to increase the price of the Goods or Services to reflect any increase in the cost to the Company which is due to any change of delivery dates or performance periods, quantities or specifications for the Goods or Services which is requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure by the Purchaser to give the Company adequate information or instruction.

10. LOSS OR DAMAGE IN TRANSIT

- 10.1 Save as provided by Condition 10.2 below, the Company shall in no circumstances be liable for any damages whatever caused which may arise while the goods are in transit.
- 10.2 Where a delivery is made by the Company's own transport or carrier instructed by the Company and Goods are lost or damaged in transit, the Company will repair or at its option replace free of charge any such Goods.
- 10.3 The Purchaser's shipment of Goods may at the request of government authorities, be opened, inspected, handled, retained or confiscated by such relevant public authorities or officials at any time and in such an event, the Company shall not be liable for any loss, damage, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with the Purchaser's shipment.

11. CLAIMS

- 11.1 Any claim by the Purchaser in respect of loss to the Purchaser arising from the Goods or the performance of the Services being defective must be made by the Purchaser in writing to the Company within three (3) months of the date of delivery of the Goods or performance of the Services.
- 11.2 Any claim by the Purchaser in respect of loss to the Purchaser arising from damage to the Goods in transit or for non-delivery of the Goods where delivery is made by the Company's own transport or carrier must be made in writing to the Company within ten (10) working days of delivery of the Goods in the case of damaged Goods and within ten (10) working days of the date of delivery of the invoice or despatch note in the case of non-delivery of the Goods.



- 11.3 In the event that the Purchaser fails to make a claim in writing to the Company within the time limits specified in Conditions 11.1 and 11.2 above, the Company shall be discharged of all liability whatsoever to the Purchaser under the Contract.
- 11.4 Any Goods in respect of which a claim is made shall be returned to the Company at the expense of the Purchaser or if return is not practicable, the Purchaser shall allow the Company to inspect the Goods *in situ*. In the event that the Purchaser's claim shall be upheld by the Company in full, the Company undertakes to reimburse the Purchaser with the cost of returning the Goods to the Company but if the Purchaser's claim shall not be upheld by the Company then the Company reserves the right to charge the Purchaser for any costs or expenses it has incurred in investigating the Purchaser's claim.
- 11.5 The Purchaser shall give the Company reasonable opportunity of examining any Goods which are the subject of a claim in normal business hours before they have been further handled processed or otherwise dealt with.

12. RESERVATION OF TITLE

- 12.1 The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Purchaser shall have paid to the Company in full the price of the Goods or any other goods the subject of any other contract with the Company.
- 12.2 Until such time as the Purchaser becomes the owner of the Goods, he will hold the Goods as a fiduciary bailee of the Company and store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.
- 12.3 The Company may at its option, and subject to such conditions as the Company may impose, store the Goods under conditions that will prevent deterioration and also where necessary and at the request of the Purchaser, store particular Goods under special conditions such as may be appropriate to their requirements.
- 12.4 Subject to Conditions 12.7 and 12.8 below, the Purchaser shall be at liberty to sell the Goods in its normal course of business.
- 12.5 The Purchaser shall hold any proceeds of sale of the Goods as fiduciary for the Company. All proceeds of sale received by the Purchaser in respect of the Goods shall be held in trust for the Company and shall be paid into a separate bank account on behalf of the Company and shall at all times be identifiable as the Company's monies.
- 12.6 If the Goods the property of the Company are admixed with goods the property of any person other than the Purchaser or are processed with or incorporated therein the product thereof shall become and shall be deemed to be owned in common with that other person.
- 12.7 The Company may at any time revoke the Purchaser's right referred to in Condition 12.4 above if the Purchaser is in default in the payment of any sum whatsoever due to the Company



(whether in respect of the Goods or any other goods supplied at any time by the Company to the Purchaser or for any other reason whatsoever) or if any bill of exchange cheque or any other negotiable instrument drawn or executed by the Purchaser in favour of the Company is dishonoured on presentation for payment or if the Company has doubts as to the solvency or acceptable creditworthiness of the Purchaser.

- 12.8 The Purchaser's right referred to in Condition 12.4 above shall be deemed to be revoked forthwith upon the happening of any of the events referred to in Condition 20.
- 12.9 The Company and its agents may for the purpose of recovery of its Goods at any time enter upon the Purchaser's premises or such other premises where the Goods are stored or where they are reasonably thought to be stored and may repossess the same notwithstanding that the Goods may have to be disconnected or dismantled from goods the property of the Purchaser or any other person.
- 12.10 In the event that any of the above words phrases or sentences of this Condition 12 shall be found to be void but would be valid if some part thereof were deleted, then this condition shall apply with such modification as may be necessary to make it valid and effective.

13. LIMITATION OF LIABILITY

- 13.1 In the event of any claim on any ground being made by the Purchaser against the Company in respect of the Goods supplied or the Services performed or any matter arising under out of or in connection with the Contract or relating thereto, the liability of the Company shall be limited (in respect of each claim or series of connected claims) to: (i) the actual cost of repair or replacement of any Goods shown to have been defective or to the actual cost of remedying the defective performance of the Services by the Company; or (ii) the contract price of the Goods supplied or Services performed under the Contract, **whichever is the lesser**. The Company accepts no liability for economic or consequential loss howsoever arising, including without prejudice to the generality of the foregoing loss of profit and loss of business.
- 13.2 The Purchaser hereby acknowledges that the Company shall not be liable for and the Purchaser shall not make any claim in respect of any loss or damage not reported to the Company in accordance with the terms of Condition 11 hereof.
- 13.3 The Company shall not be liable for any damage to or deterioration of the Goods due to the unsuitability of storage conditions used by the Purchaser.

14. SET-OFF

- 14.1 The Purchaser shall not be entitled to withhold or set off any amount payable to the Company under the Contract because of any claim by the Purchaser in respect of any alleged breach of the Contract or in respect of any reason whatsoever.

15. CANCELLATION

15.1 The Company may at its option accept cancellation of an order on condition that payment is received in full to cover the total costs incurred in the production of the Goods at the time of cancellation.

16. FORCE MAJEURE

16.1 The Company shall not be held liable or deemed to be in breach of the Contract for any delay or failure to perform its obligations hereunder to the extent that the delay has been caused or fulfilment of its obligations to the Purchaser have been prevented hindered or delayed by force majeure as herein defined.

16.2 For the purpose of this condition, force majeure shall mean any circumstances beyond the control of the Company and shall include without prejudice to the generality of the foregoing: (a) acts of God, perils of the sea or air, riots, civil commotion, war, rebellion, national or international emergency, strikes, lockouts, work to rule, overtime bans or other labour disputes; (b) destruction or damage due to natural causes, floods, fire, explosions, breakdown of machinery, sabotage or embargo, (c) any order of a local, national or international authority; (d) shortage of labour, equipment, materials or supplies.

16.3 If the Company is prevented from delivering part of the Goods or performing part of the Services by reason of any of the causes specified in the preceding condition, the Company may at its option deliver or perform and the Purchaser shall take and pay for such part of the Goods or Services as the Company shall be able to deliver or perform in accordance with the Contract.

16.4 If the delay or failure of the Company to perform its obligations hereunder continues for a period of three (3) months, then either party may give notice in writing to the other determining the Contract and on such determination the Company shall refund to the Purchaser any payment which the Purchaser has made on account of the price of the Goods or performance of the Services or any part thereof which have not been delivered to the Purchaser by reason of the force majeure event after deduction of any amount due to the Company.

16.5 *Non- Assumption of Liabilities*

The Company shall not be liable for any loss, damage, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with the Purchaser's shipment caused by events beyond the Company's control, including but not limited to mechanical delays, weather conditions, acts of public enemies, and/or acts or omissions of public authorities (including customs officials) acting with actual or apparent authority.



17. INTELLECTUAL PROPERTY

17.1 The Purchaser will fully indemnify and keep indemnified the Company against any claim for infringement of Patent, Registered Design, Trade Mark or Copyright by the use by the Company of any article or material supplied by the Purchaser to the Company and against all costs and damages which the Company may incur in any action for such infringement or for which the Company may become liable in any such action.

18. INDEMNITY

18.1 The Purchaser shall indemnify and keep indemnified the Company against all actions, claims, proceedings, costs damages, expenses and liabilities whatsoever or howsoever caused or arising which the Company may sustain, incur or pay in connection with the Goods supplied or Services performed under the Contract, save to the extent admitted expressly in these conditions and save where such actions, claims, proceedings, costs, damages, expenses and liabilities shall have been sustained incurred or paid as a direct result of the negligence of the Company or its servants or agents and can be attributed to no other cause (whether in whole or in part).

19. ACTION FOR PRICE

19.1 The Company shall be entitled to sue for the price of the Goods notwithstanding that title to the Goods has not passed to the Purchaser.

20. TERMINATION OF CONTRACT

20.1 The Company shall have the right forthwith to terminate any Contract subsisting with the Purchaser and upon serving written notice to such effect on the Purchaser any subsisting Contract shall be deemed to be terminated but this shall be without prejudice to any claim that the Company may have in respect of any antecedent breach by the Purchaser of any of his obligations under the said Contract or in respect of any Goods delivered to or Services performed for the Purchaser for which payment in full has not been received:-

- (a) on the Purchaser committing a breach of any of his obligations and having failed to remedy such breach (if capable of remedy) within 30 days of having received notice of breach from the other party;
- (b) if the Purchaser shall have any distress or execution levied upon his property, assets, goods or effects,
- (c) on the Purchaser ceasing to do business at any time for thirty consecutive days (other than for annual holidays);
- (d) on the Purchaser for any reason being substantially prevented from performing or becoming unable to perform his obligations hereunder;
- (e) on the Purchaser (if an individual) making or offering to make any arrangement or composition with his creditors or on the Purchaser applying for an Interim Order under



Part V of the Bankruptcy Act (Cap. 20) or on the purchaser having a bankruptcy petition presented against him;

- (f) on the Purchaser (if a Company) passing any resolution to wind up the Purchaser or a petition has been presented to place the Purchaser under judicial management or administration or if a Receiver or an Administrative Receiver of the Purchaser's undertaking, property or assets or any part thereof shall be appointed, or if the directors of the Purchaser propose a composition of debts or scheme or arrangements; or
- (g) on the control of the Purchaser passing from the present shareholders or owners of controllers to other persons whom the Company shall in its absolute discretion regard as unacceptable.

21. NOTICE

- 21.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Contract or such other address as the recipient may designate by notice in writing given in accordance with the provisions of this Condition. Any such notice may be delivered personally or sent by registered post or by facsimile. Such notice shall be deemed to have been served by personal delivery when delivered and if by registered post 48 hours after posting and if by facsimile at the time of completion of the transmission of the facsimile.

22. LAW

- 22.1 The Company and Purchaser hereby submit to the exclusive jurisdiction of the Singapore Courts and the Contract and these conditions shall be governed by and interpreted in accordance with the laws of Singapore.

23. WAIVER

- 23.1 No failure to exercise and no delay in exercising on the part of the Company of any of its rights, powers or privileges hereunder shall operate as a waiver thereof nor preclude any other or further exercise thereof.

24. SUBJECT TO APPLICABLE LEGISLATION

- 24.1 If any legislation is compulsorily applicable to any business undertaken by the Company, these terms and conditions, as regards such business, shall be read as subject to such legislation and nothing in these terms and conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these terms and conditions are prohibited by or declared void by or repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

25. VALIDITY OF CONDITIONS

25.1 In the event that any of these conditions shall be found to be void but would be valid if some word, phrase or sentence thereof were deleted then such condition shall apply with such modification as may be necessary to make it valid and effective.

26. FEEDBACK

26.1 We welcome your feedback.. Should you feel dissatisfied with any of our goods or services, please contact us
Tel: +65 67490748,
Fax: +65-67490806,
Email: singapore@jwsprings.com.

26.2 Alternatively, Purchasers may refer their complaints to the Business Trust Secretariat if they are not satisfied with the resolution of the complaint. Complaints can be sent to:

Business Trust Secretariat

Mr. Ramesh Vakkiprath
35 Selegie Road,
#09-25 Parklane
Singapore 188307
Email: ramesh@cmsg.com.sg
<http://www.commercetrust.com.sg>