

# Terms and Conditions of Sale

## 1. Meaning

In these Standard Terms and Conditions, "Goldspark" shall mean "Goldspark Pte Ltd." All sales of product described on the reverse hereof are subject to the following terms and conditions which supersede any earlier set of conditions appearing in the sales catalogue or elsewhere and any variation of these terms and conditions in any document of the buyer or otherwise is inapplicable unless accepted in writing by Goldspark.

## 2. Prices and Quotation

Prices are subject to change without notice, but any such changes shall not affect accepted orders scheduled for delivery/shipment within 30 days from the date the order is accepted; prices of those products scheduled for delivery/shipment after 30 days from the date an order is accepted and entered shall be the published price in effect at the time of such scheduled delivery/shipment, but buyer, by written notice to seller within 5 days of receipt of a price increased, may elect to cancel the order for said products without charge in lieu of paying a higher price. Price quotations are firm for 30 days only unless otherwise stated.

## 3. Orders

3.1 All orders are subject to acceptance by Goldspark.

3.2 Notwithstanding acceptance or acknowledgement thereof, all orders and quotations are subject to approval by Goldspark of buyer's credit; at Goldspark's option, terms of payment may be varied from those set forth herein.

## 4. Deliveries

Delivery/shipment quotations are based upon best information available at the time of quotation. Goldspark shall not be held liable for delays in shipping due to causes beyond our control or the control of our suppliers or subcontractors, which make it impossible or commercially unreasonable to perform including so called "Acts of God" or "Force Majeure" events.

## 5. Returned Goods. Goods on Approval

Goods sold are non-returnable. Where goods are delivered as samples, for advertising or for any other purpose whatsoever in which the goods remain the property of Goldspark, no markings or endorsement made on the goods by Goldspark shall be erased, eradicated, obscured or altered in any manner whatsoever.

## 6. Order Cancellations

Cancelled orders are subject to a cancellation charge of 50% of the invoice value; however, orders for special products namely, products customised according to customer specifications are not subject to cancellations.

## 7. Designs and Published Data

All designs and specifications are subject to change without notice. Such changes are not to be considered retroactive, and Goldspark assumes no responsibility for revision of models already in the field.

All data is sufficiently accurate for general use, but seller assumes no responsibility for errors or omissions. Certified prints are available on request, at a reasonable charge.

## 8. Warranty and Limitation of Liability

8.1 Goldspark warrants its products to be free from defects in materials and workmanship. All other warranties, including but not limited to, merchant ability and fitness for purpose, whether expressed, implied, or arising by operation of law, trade usage, or course of dealing are hereby disclaimed. Goldspark makes no warranty for any specific application or use of its products. Its liability under this warranty being limited to an allowance of credit for, or refund of the purchase price, or repair or replacement of, any defective product or parts, at Goldspark's sole option. Goldspark shall not be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to claims for labour, loss of profit, repairs, transportation or other expenses incidental to replacement of the material arising from or in any way connected with this agreement or items sold hereunder, whether alleged to arise from breach of contract, expressed or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability. And in the event of any defect in materials, workmanship or otherwise in any delivery/shipment, it should not be a ground for cancellation of the remainder of the order and contract.

8.2 The warranty shall not apply to and shall be void against any products which have been subject to misuse, misapplication, modifications or tampering or any products which have been damaged by the negligence or wilful default of the user.

8.3 This warranty is expressly in lieu of all other warranties expressed or implied by statute, common law or otherwise, and of all other obligations or liabilities on its part and no agent representative or employee of Goldspark has any authority to extend the scope of this warranty or make any other representation, promise or guarantee in connection with the manufacture, sales or application of its products.

8.4 Notice of products received in a damaged condition shall be notified to Goldspark within three (3) working days after delivery/shipping thereof, but the same shall not be returned to Goldspark until after notification to the carrier and inspection and examination thereof by a representative of the carrier and an inspection and examination by a representative of Goldspark.

8.5 Any claim against Goldspark by a purchaser of its products arising out of the condition or quality of said products shall be made in writing to Goldspark within ten (10) days of the delivery/shipment of said goods and merchandise and a failure to present such claim within the said ten (10) days shall constitute a waiver of such claim.

8.6 Goldspark shall also be entitled to determine and alter this agreement of sale in the event that the buyer becomes insolvent, bankrupt or the likes.

8.7 Only duly authorised officials of Goldspark shall have the power to alter or amend the terms of any agreement binding upon Goldspark. No such amendment or alteration shall be binding upon Goldspark unless in writing and signed by such person.