

## **STANDARD SALES CONDITIONS**

### **1. INTERPRETATION**

- 1.1 "The Sales Contract" shall be any document or documents in which the Seller agrees to sell, and the Buyer agrees to buy, the Goods and in which these Standard Sales Conditions are incorporated by reference or otherwise.
- 1.2 "The Buyer" shall be the party identified as such in the Sales Contract.
- 1.3 "The Seller" shall be HH Stainless Pte Ltd and/or HH Special Metal Pte Ltd.
- 1.4 "The Goods" shall be the goods ordered in the Sales Contract.

### **2. PAYMENT**

2.1 Payment for the Goods and for all fees and expenses relating to the shipment as well as all other necessary expenses shall be made on the payment terms and conditions stated in the Sales Contract.

2.2 In the event that a letter of credit shall be required, the Buyer shall establish in favour of the Seller an irrevocable letter of credit through a prime bank of good international repute immediately after the conclusion of the Sales Contract in a form and upon terms satisfactory to the Seller.

2.3 In the event of the Buyer's failure to make payment or the Buyer's failure to establish a letter of credit or otherwise to perform its obligations hereunder or if any of the aforesaid event(s) is/ are reasonably anticipated, the Seller may demand that the Buyer provide, within a reasonable time, adequate assurance satisfactory to the Seller of the due performance of the Sales Contract, and without prejudice to the Seller's right to deem any failure to give such adequate assurance a breach of the Contract and sue on the terms herein, the Seller may withhold shipment or delivery of the undelivered Goods until such assurance is given.

2.4 The Buyer shall pay the price specified in the Sales Contract without set-off, counterclaim, recoupment or any such similar rights which the Buyer may have against the Seller, such rights which shall be exercised in separate proceedings between the Buyer and the Seller.

2.5 Any new, additional or increased freight rates, surcharges (bunker, currency, congestion or other surcharges), taxes, custom duties, export or import surcharges or other governmental charges, or insurance premiums, which is/ are not in force at the time of the execution of the Contract and which are reasonably incurred by the Seller with respect to the Goods shall be charged to the account of the Buyer and shall be reimbursed to the Seller by the Buyer on demand. As far as possible, where it is reasonable to do so, the Seller shall make reasonable attempts to inform the Buyer of the additional or increased charges, surcharges, taxes or premiums in advance.

### **3. SHIPMENT OR DELIVERY**

3.1 The Contract shall specify whether the Buyer or Seller shall be responsible for the shipping and/or delivery of the Goods, and at what point title of the goods (and therefore risk) passes.

3.2 The obligations of the Seller to ship or deliver the goods specified in the Sales Contract by the time or within the period specified in the Sales Contract shall be subject to availability of the vessel or the vessel's space.

3.2 If, under the terms of the Sales Contract, the Buyer is to secure or arrange for the vessel or vessel's space, the Buyer shall secure or arrange for the necessary vessel or vessel's space on berth terms basis and give the Seller shipping instructions within a reasonable time prior to shipment, including but not limited to the name and detailed schedule of the vessel. If the Buyer fails to give such instructions within a reasonable time prior to shipment, the Seller may, at its sole discretion and at the Buyer's risk and account, arrange for the appropriate vessel or vessel's space to make shipment of the Goods without prejudice to and in addition to any other rights and remedies the Seller may have under the Sales Contract or at law or in equity or otherwise.

3.3 In case of shipment or delivery in installments, any delay or failure in shipment of one installment shall not be deemed a breach of the Sales Contract giving rise to a right of the Buyer to cancel the Sales Contract or refuse to accept performance with respect to other installments.

### **4. FORCE MAJEURE**

If the performance by the Seller of its obligations hereunder is directly or indirectly affected or prevented by force majeure, including but not limited to Acts of God, flood, typhoon, earthquake, tidal wave, landslide, fire, plague, epidemic, quarantine restriction, perils of the sea, war declared or not or threat of the same, civil commotion, blockade, arrest or restraint of government, rulers or people, requisition of vessel or aircraft, strike, lockout, sabotage or other labour dispute, explosion, accident or breakdown in whole or in part of machinery, plant, transportation or loading facility, governmental request, guidance, order or regulation, unavailability of transportation or loading facility, bankruptcy or insolvency of the manufacturer or supplier of the Goods, or any other causes or circumstances whatsoever beyond the reasonable control of the Seller or manufacturer or supplier of Goods, then the Seller shall not be liable for loss or damage, or failure of or delay in performing its obligations under the Sales Contract and may, at its option, extend the time of shipment or delivery of the Goods or terminate unconditionally and without liability the unfulfilled portion of the Sales Contract to the extent so affected or prevented.

## 5. DEFAULT

### 5.1 In the event of

- (i) the Buyer's failure to perform any provision of the Sales Contract; or
- (ii) the Buyer's inability to pay its debts generally as they become due; or
- (iii) the Buyer's bankruptcy or insolvency; or
- (iv) appointment of a trustee, receiver or liquidator of the Buyer of any material part of the Buyer's assets or properties

(all collectively termed 'Events of Default'),

the Seller may, at its sole discretion,

- (i) terminate the Sales Contract or any part thereof; and/or
- (ii) declare all obligations of the Buyer immediately due and payable; and/or
- (iii) resell the Goods; and/or
- (iv) hold the Goods for the Buyer's account and risk; and/ or
- (v) postpone the shipment of Goods; and/ or
- (vi) stop the Goods in transit, and/ or
- (vii) demand from the Buyer reimbursement for all losses or damages arising from any of the aforesaid Events of Default.

5.2 For the avoidance of doubt, the rights and remedies of the Seller hereunder are cumulative and in addition to the Seller's rights, powers and remedies existing at law or in equity or otherwise.

5.3 In the event of any of the aforesaid Events of Default, the Buyer shall fully indemnify the Seller in respect of all administrative and legal fees reasonably incurred by the Seller in enforcing its legal rights against the Buyer.

5.4 Time shall be the essence in all clauses relating to the payment obligations of the Buyer. Any forbearance on the part of the Seller shall not be deemed a waiver of its rights against the Buyer unless expressly agreed in writing.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 Nothing contained in the Sales Contract shall be construed as transferring any patent, trademark, utility model, design, copyright, mask work or any other intellectual property rights in the Goods, all such rights being expressly reserved to the true and lawful owners thereof.

## 7. WARRANTY, CLAIM

7.1 Unless expressly stipulated in the Sales Contract, the Seller makes no

warranty or condition, expressly or impliedly, as to the fitness or suitability of the goods for any particular or use or the merchantability thereof.

7.2 If any warranty exists, the Seller's liability shall be limited to the replacement or repair of the defective Goods.

7.3 Any claim by the Buyer of whatever nature arising under or in relation to the Sales Contract shall be made by registered airmail within thirty (30) days after the arrival of the Goods at the port of destination, or solely with respect to claims alleging the existence of a latent defect of the Goods, within six (6) months after the arrival of the Goods at the port of destination, and any such claims shall contain full particulars with evidence certified by an authorized surveyor.

## **8. LIMITATION**

8.1 The Seller shall not be responsible under any cause of action in contract law, tort law or on any other basis, to the Buyer for loss of profit, loss of revenue, loss of use or loss of goodwill, or for the cost/ damage of downtime or substitution of goods, or for any third party claims against the Buyer, including any made by its customers, in relation to the Sales Contract or for any special, incidental, consequential, indirect or exemplary damages whatsoever. The Buyer indemnifies the Seller against any such third party claim against it.

8.2 In the event of non-performance or a breach by the Seller, the Buyer shall only be entitled to seek the repair or replacement of the Goods, or the monetary equivalent (and not more) of the same.

8.3 In no event shall the Seller's total liability under the Sales Contract exceed the price of the Goods in aggregate.

## **9. GENERAL**

9.1 The Sales Contract is governed by the laws of Singapore and parties submit to the exclusive jurisdiction of the courts of Singapore.

9.2 The Sales Contract constitutes the entire agreement between the parties hereto and supersedes all prior or contemporaneous communications, agreements or undertakings with regard to the subject matter hereof. The Sales Contract may not be modified or terminated except by a written agreement between the Seller and the Buyer. In particular but not limited to this, the Buyer shall not transfer or assign the Sales Contract or any part thereof without the Seller's prior written consent.

9.3 Any notice to be given to any of the parties, or any Court document which is required to be personally served, shall be deemed duly given or served if delivered

by hand or by registered post to the registered address or last known address of that party.