



**NECUS**  
Technologies

# Terms and Conditions for the Sale of Goods

Effective From: 07/12/2024



# Terms and Conditions

The sale of all goods by the Seller to the Buyer is governed by the following Terms and Conditions. The Buyer's unequivocal acceptance of these Terms and Conditions shall be indicated by: (i) the Buyer placing an order with the Seller, or (ii) the Buyer accepting any goods from the Seller, whichever comes first.

## 1. DEFINITIONS AND INTERPRETATIONS

1.1. Unless the context otherwise requires, the following words and expressions shall have the following meanings in these Terms and Conditions:

"Terms and Conditions"	this Terms and Conditions;
"Goods"	any products, physical or digital, purchased by the Buyer from the Seller;
"Buyer"	the person or entity that purchases the Goods;
"Seller"	NECUS Technologies LLP;
"Supplier"	the distributor or manufacturer of a product;
"Invoiced Price"	the grand total stated on the invoice;
"Delivery Of Physical Goods"	the moment when the Buyer takes delivery of a physical product from the courier;
"Delivery Of Digital Goods"	the moment when the Buyer receives authorisation to download a digital product from the Seller;
"Business Day"	a day other than a Saturday or Sunday on which banks are open for normal business in Singapore;
"Confidential Information"	all information or data of a confidential or proprietary nature disclosed to or received by the Seller, which is labelled or designated as confidential or proprietary, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Buyer, including Intellectual Property rights and trade secrets;
"Intellectual Property"	any and all copyrights, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models,

domain names and all similar rights and, in each case:  
(a) whether registered or not;  
(b) including any applications to protect or register such rights;  
(c) including all renewals and extensions of such rights or applications;  
(d) whether vested, contingent or future; and  
(e) wherever existing.

“PDPA”                      Personal Data Protection Act;  
“Personal Data”           has the meaning set out in the PDPA;

1.2. In these Terms and Conditions

- 1.2.1. references in these Terms and Conditions to statutory provisions shall be construed as references to those provisions as respectively replaced or amended, or re-enacted from time to time; and
- 1.2.2. words importing the singular include the plural, and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- 1.2.3. the section headings are for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions of these Terms and Conditions.

**2. ORDERS**

- 2.1. All orders placed by the Buyer shall be subject to acceptance by the Seller and no order shall be deemed as accepted by the Seller unless it is confirmed in writing by the Seller.
- 2.2. The Seller reserves the right to reject any orders made by the Buyer at the Seller’s sole discretion.
- 2.3. All orders that were deemed as accepted by the Seller cannot be cancelled or amended by parties other than the Seller unless explicitly agreed upon in writing by the Seller.

**3. PRICING**

- 3.1. The pricing of Goods is subject to change without prior notice.
- 3.2. All prices quoted by the Seller exclude any additional charges, including but not limited to, tax, duties, shipping costs, and installation fees, unless explicitly stated in writing by the Seller.

**4. PAYMENTS**

- 4.1. The Buyer shall make payment in full to the Seller prior to the delivery of the Goods unless a different payment term is agreed upon in writing by the Seller.
- 4.2. The Seller shall retain the title to the Goods until the Seller receives full payment of the Invoiced Price from the Buyer.
- 4.3. All payments by the Buyer shall be made in full, without any deduction on account of present or future taxes, levies, duties, charges, or withholdings of any nature, and without any set-off, counterclaim, or other reduction.
- 4.4. If any invoice (or any part of an invoice) remains unpaid at the due date for payment, such invoice will bear interest at the rate of 1% per month from the day after the due date for payment up to (and including) the date of payment of the invoice in full.
- 4.5. Acceptance of the payment by the Seller will be without prejudice to any claims or rights which the Seller may have against the Buyer and will not constitute any admission by the Seller under these Terms and Conditions.

## **5. DELIVERY**

- 5.1. The delivery times the Seller provides to the Buyer are estimates only and the Seller shall not be liable for any damages, loss, downtime, delay, or claims due to delays in delivery or non-delivery of the Goods.
- 5.2. The Seller reserves the right to make partial deliveries for any orders placed by the Buyer.
- 5.3. The Seller shall pass the risk of damage or loss of the Goods to the Buyer upon delivery of the Goods.

## **6. INSPECTION AND ACCEPTANCE**

- 6.1. Upon the Delivery Of Physical Goods, the buyer shall inspect and test the Goods for any defects or discrepancies.
- 6.2. Upon the Delivery Of Digital Goods, the buyer shall download and test the Goods for any defects or discrepancies.
- 6.3. The Buyer must notify the Seller within 3 Business Days upon the Delivery Of Physical Goods and the Delivery Of Digital Goods of any defects or discrepancies in writing. If the Seller does not receive any written notice within the aforementioned timeframe, the Seller will deem that the Buyer has accepted the Goods.

## **7. WARRANTIES**

- 7.1. The Goods sold by the Seller are covered under warranty provided by the Supplier of the Goods and are subject to their corresponding terms and conditions.

- 7.2. The provided warranties shall be voided if the Goods are found to have their serial/identification numbers modified or removed, damages resulting from improper usage, abuse, neglect, or unauthorised repair.

## **8. LIMITATION OF LIABILITY**

- 8.1. In no event will the Seller be liable for any special, indirect, incidental or consequential damages, loss of revenue or profits, downtime or delay, claims by customers of the Buyer, governmental fines or penalties, or damage to or loss of property or (to the extent permitted by the applicable law) personal injury or death, by reason of breach of warranty, contract or otherwise arising in relation to the sale of Goods.
- 8.2. The aggregate liability for all damages claimed in connection with the sale of Goods shall not exceed the Invoiced Price.
- 8.3. The obligations and remedies as stated in this clause are the sole and exclusive obligations of the Seller and remedies of the Buyer, regardless of the cause of action pleaded including, without limitation, negligence of every character.

## **9. INDEMNITY**

- 9.1. The Buyer shall indemnify and hold harmless the Seller and its employees, against any and all damage, loss, claims, liabilities, expenses, demands or proceedings (including without limitation reasonable expenses of investigation and legal fees and disbursements incurred on a solicitor and client basis in connection with any action, suit or proceeding) arising out of or in connections with:
- 9.1.1. the performance of the Buyer's business;
  - 9.1.2. all acts and omissions by the Buyer in the performance of its business and operations; and
  - 9.1.3. the exercise of the Buyer's rights and obligations under these Terms and Conditions.

## **10. FORCE MAJURE**

- 10.1. The Seller shall not be held accountable for its failure to execute its obligations under these Terms and Conditions if the Seller is affected by any events beyond its reasonable control, including but not limited to natural disasters, governmental restrictions, and delays caused by the supplier.
- 10.2. The Seller shall give notice to the Buyer during the occurrence of such an event and either party may terminate any affected orders without penalty after 60 days from the date of the notice.
- 10.3. If the Buyer has taken partial or full delivery of the Goods, the Buyer will still be liable for payment of the received Goods.

## **11. CONFIDENTIAL INFORMATION**

- 11.1. The Seller will not, during or in connection to the sale of Goods, without the prior written approval of the Buyer (such approval not to be unreasonably withheld), (i) use for its own benefit or for the benefit of any other person, firm, company or organisation, or (ii) directly or indirectly divulge or disclose to any person any Confidential Information which has come or may come, to the Seller's knowledge during or in connection with the sale of Goods.
- 11.2. The restrictions contained in this Clause will not apply to:
  - 11.2.1. any Confidential Information which is already in or becomes available to, or within the knowledge of, the public generally (otherwise than through the Seller's unauthorised disclosure); or
  - 11.2.2. any use or disclosure authorised by the Buyer or as required by law.

## **12. INTELLECTUAL PROPERTY**

- 12.1. The Buyer acknowledges that the purchase of Goods does not grant it any rights to Intellectual Property owned by the Seller and/or the Supplier.
- 12.2. The Buyer is prohibited from copying or distributing any information or materials belonging to the Seller without written consent from the Seller.
- 12.3. The Buyer is prohibited from copying or distributing any information or materials belonging to the Supplier without written consent from the Supplier.

## **13. DATA PROTECTION**

- 13.1. The Seller will comply in all material respects with its and their respective obligations under the PDPA in relation to the management or protection of Personal Data which the Seller in the sale of Goods under these Terms and Conditions.

## **14. NOTICES**

- 14.1. Notices under these Terms and Conditions shall be in writing and sent to the recipient's registered office (or email address set out below). Notices may be given and shall be deemed received:
  - 14.1.1. by registered post: on receipt of delivery by the postal authorities;
  - 14.1.2. by hand: on delivery;
  - 14.1.3. by email: on receipt of a delivery.
- 14.2. This clause does not apply to notices given in legal proceedings or arbitration.

## **15. ENTIRE AGREEMENT**

- 15.1. The Buyer agrees that these Terms and Conditions constitute the entire agreement relating to the sale of Goods and supersedes all previous

agreements, understandings and arrangements between the parties unless explicitly agreed upon in writing by the Seller.

- 15.2. The Buyer acknowledges that it has not accepted these Terms and Conditions in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms and Conditions. The Buyer shall not have any claim for innocent or negligent misrepresentation on the basis of any statement not expressly stated in these Terms and Conditions.
- 15.3. Nothing in these Terms and Conditions purports to limit or exclude any liability for fraud.

## **16. VARIATION**

- 16.1. Unless explicitly agreed upon by the Seller in writing, any varying or additional terms and conditions in any document provided by the Buyer, including but not limited to, letters, purchase orders, and invoices, shall be deemed as explicitly rejected by the Seller and shall have no effect.

## **17. ASSIGNMENT**

- 17.1. The Buyer shall not, without the consent of the Seller, assign, transfer, subcontract, licence, or otherwise dispose of any right, obligation or benefit conferred or granted under these Terms and Conditions to any third party.

## **18. REMEDIES AND WAIVER**

- 18.1. Any remedy or right conferred upon the Seller for breach of these Terms and Conditions will be in addition to and without prejudice to all other rights and remedies available to it by law.
- 18.2. Any waiver by the Seller of any breach of these Terms and Conditions shall not be deemed to apply to any succeeding breach of the provision or of any other provision of these Terms and Conditions. No failure to exercise and no delay in exercising on the part of the Seller any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and all parties agree to submit to the exclusive jurisdiction of the Singapore courts.

## **20. DISPUTE RESOLUTION**

- 20.1. The Buyer agrees that any dispute arising out of or in connection with these Terms and Conditions, including any questions regarding its existence, validity or termination, shall be negotiated in good faith with the Seller with the intention of resolving the dispute.
- 20.2. If such dispute is not resolved through negotiations within 20 Business Days, it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.