1. Interpretation

1.1 In these Conditions:
- “Buyer” means the person who accepts a quotation of the Supplier for the supply of Goods and/or Services, whose order for Goods and/or Services is accepted by the Supplier or whose written or verbal acceptance enters into a contract for the supply of Goods and/or Services with the Supplier;
- “Conditions” means the general terms and conditions set out in this document and (unless the context otherwise requires) any variation to such conditions made by writing between the Buyer and the Supplier;
- “Contract” means the contract for the purchase and sale of Goods and/or supply of Services, however formed or concluded, whether pursuant to a written order of the Buyer or a quotation of the Supplier or otherwise, to which these Conditions apply;
- “Goods” means the physical items containing any intellectual property rights and without prejudice to the generality of the foregoing, any contribution and/or payment towards the costs of the samples and/or tools by the Buyer’s offer as the case may.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision with a specification substituted by the Buyer.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Contract

2.1 The supply of Goods and/or Services by the Supplier to the Buyer under any Contract shall be subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Buyer or the Buyer’s correspondence or elsewhere or implied by trade custom practice or course of dealing.

2.2 If a license or consent of any third party (including without limitation any governmental or other authority) is required in connection with the Buyer’s purchase of the Goods or (b) the performance of Services at the Buyer’s premises, the Supplier shall obtain the license or consent at its own expense and provide evidence of it to the Supplier on demand. Failure to obtain such license or consent shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Supplier resulting from such failure shall be paid by the Buyer.

2.3 The Supplier’s employees or agents are not authorised to make any representations concerning any Goods or Services unless confirmed in writing by the Supplier. In writing, any information made available in connection with any offer for the supply of Goods or Services, including, without limitation, the data available on the Supplier’s website shall not be construed as containing any express or implied warranty, representation or other assurance of any kind whatsoever.

2.4 Any advice or recommendation given by the Supplier or its employees or agents to the Buyer or its representatives in connection with the Buyer’s purchase of the Goods or (b) the performance of Services is given in good faith (notwithstanding any express or implied warranty, representation or other assurance of any kind whatsoever) and does not constitute advice or recommendation which is not so confirmed by the Supplier in writing and/or by the Supplier’s authorised representatives of the Buyer and the Supplier.

2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier’s authorised representative.

3.2 The Buyer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Supplier any information relating to the Buyer’s requirements and/or Services which is required to enable the Supplier in a timely manner to enable the Supplier to perform the Contract in accordance with its terms.

3.3 The quantity and quality of any specification for the Goods and/or the description of the Services shall be those set out in the Supplier’s quotation (if accepted by the Buyer) or the Buyer’s offer as the case may.

3.4 If any process is to be applied to the Goods or in the performance of the Services by the Supplier, the Buyer will be responsible for ensuring that any specification or process which is requested by the Buyer shall indemnify the Supplier against all damages and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier under any settlement of any claim for infringement of any patent copyright design right mark or other industrial or intellectual property rights of any other person which results from the Buyer’s use of the Supplier’s specification. If any allegation of infringement is made by a third party, the Supplier is not obliged to enquire into the merits of the allegation but is entitled to terminate the Contract and claim compensation for all losses (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Supplier up to the time of termination.

3.5 The Supplier reserves the right to make any changes in the specification of the Goods and/or the Services which are necessary to enable the Supplier to comply with any legal or statutory requirements or where the Goods or Services are to be supplied to the Supplier’s specification which do not materially affect their quality or performance, subject to the limitations set out in Condition 14.

3.6 No change or withdrawal of the Buyer except with the agreement in writing of the Supplier and on terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Supplier as a result of the modification or cancellation, as the case may be.

3.7 Unless agreed in writing by the Supplier all drawings designs specifications and particularly committing documents and/or the Buyer’s offer as the case may.

3.8 All intellectual property rights and without prejudice to the generality of the foregoing to infringement claims and actions in respect of the Goods and/or Services which have been/are not in or not in drawing designs specifications samples tools and the Goods remain the absolute property of the Supplier and the Supplier’s ownership shall not be affected by any assignment or charge relating towards the costs of the samples and/or tools by the Supplier whether in full or in part.

4. Price

4.1 The price of the Goods and/or Services shall be the price stated in the Supplier’s offer which has been accepted by the Buyer or the price stated in the Buyer’s offer which has been accepted by the Supplier, or where the price has not been explicitly mentioned, the price stated in the Supplier’s published price list current at the date of conclusion of the Contract.

4.2 The Supplier reserves the right by giving notice to the Buyer at any time after four (4) months have elapsed since the date of the Contract, to increase the performance, to increase the price of the Goods and/or Services in case of:
- any increase in the cost to the Supplier (such as without limitation any foreign exchange fluctuation, currency revaluation, adverse currency devaluation, increase in costs of raw materials or other costs of manufacture); if any change in delivery/performance dates quantities or specifications for the Goods and/or Services which is requested by the Buyer; or
- any delay caused by an act of God, the Buyer or the Supplier of failure by the Buyer to give the Supplier adequate information or instructions.

4.3 Unless otherwise agreed in writing between the Buyer and the Supplier:
- all prices for Goods are given by the Supplier on the basis of delivery ex works Germany (“EXW Germany”) (“FAULHABER” basis) and/or in local currency (including or excluding Value Added Tax or similar tax) tax which the Buyer shall be additionally liable to pay to the Supplier. The Supplier shall be entitled to receive the price net of all bank charges, taxes and similar expenses.
- the Buyer shall meet the cost of any special packaging of the Goods which it may request or which may be necessitated by delivery by any means other than the Supplier’s normal means of delivery. The Supplier shall unless otherwise agreed be solely responsible for the disposal of all packaging in accordance with all regulations whether statutory or otherwise relating to protection of the environment.
- the Buyer may not set off any claims against the Supplier against any claims may have against Supplier unless such claims have been adjudged to be due under a final and non-appealable judgment entered by a court of competent jurisdiction.

4.4 Any dates quoted for delivery of the Goods or performance of the Services are approximate only. Where a time of delivery to be calculated by lapse of a period of time (e.g. weeks) has been agreed on, such period of time shall only run from the date any delay amounting to more than five (5) working days after the quoted delivery date, sustained as a result of the Supplier’s delay in performance, which was foreseeable at the time of conclusion of the Contract and resulting from the usual course of events, for any delay amounting to more than five (5) working days after the quoted delivery date, subject always to the limitations set out in Condition 14.

4.5 If the Supplier has failed to deliver the Goods or perform the Services in accordance with the Contract, the Buyer shall be entitled, by serving written notice on the Supplier, to...
7.1 The Buyer shall indemnify the Supplier against all loss damages costs expenses and legal (a) Any description given of the Goods is given by way of identification only and the use expenses incurred as a result of the Supplier's non-performance, which was foreseeable at the time of conclusion of the Contract and resulting from the usual course of events, subject always to the limitations of condition 14.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate de- (b) Any description of the Goods is exhibited to and inspected by the Buyer, it is hereby declared that such sample was not so exhibited and inspected as a (c) Notwithstanding that a sample of the Goods has been exhibited to and inspected by the by the Supplier incurs costs for the investigation of such claim, the Buyer shall reimburse the Supplier other events, the Buyer shall be entitled to claim compensation for actual loss and expenses en- suring delivery within a reasonable time.

6.2 The Buyer shall be responsible for any delays in collection by the carrier and for all reasonable (d) The above warranty does not extend to parts materials or equipment not manufactured by the carrier's liability in respect of such delays, and the Buyer will be liable to pay all storage expenditure, storage fees, packing charges and insurance premium on delivery, at the rate the Supplier to the Buyer for which payment is then due.

6.3 The Buyer may, if it so elects, proceed against a third party in respect of any claim made by the (e) The above warranty does not extend to parts materials or equipment not manufactured by the Supplier in respect of the Goods in respect of such delays, and the Buyer will be liable to pay all storage expenditure, packing charges and insurance premium on delivery, at the rate agreed between the Seller and the Buyer; or they may, if the Goods are not delivered within the (f) The warranty shall be declared null and void in the event of: By the date of delivery, the Buyer shall be entitled to reject the Goods and immediately notify the Supplier that the Goods, if the delay or failure was due to any cause beyond the Supplier's control and has no further claim against the Supplier.

8.2 The Supplier shall not be liable for any delay or failure to perform the Contract due to any cause delay in performance on the part of the Supplier, by notifying the Supplier of such delays, the Buyer shall be entitled to suspend the performance of the Contract for a (j) The Supplier is not liable for any loss damage or liability of any kind suffered by any third (k) The Supplier shall be under no liability in respect of the Goods or any other claim arising from any drawing design or specification supplied by the Buyer. (l) The Supplier shall be under no liability in respect of any defect arising from unsuitable or inappropriate use, misuse or negligent handling. The Goods or any parts thereof has not been paid in cleared funds by the date for payment. (m) Where a warranty claim arises it shall be at the Supplier's entire discretion whether to repair or replace the Goods.

9. Force Majeure

9.1 The Supplier shall not be liable to the Buyer or be deemed to be in breach of the Contract by any reason of delay in performing or any failure to perform any of the Supplier's obligations hereunder whether due to strike, lock-out, fire, flood, war, act of God or any other cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Supplier's reasonable control:

9.1.1 Act of God explosion flood tempest fire or accident;

9.1.2 War or threat of war sabotage insurrection civil disturbance or requisition;

9.1.3 Acts restrictions regulations byelaws prohibitions or measures of any kind on the part of any governmental or local authority;
9.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or otherwise.

11.1.2 terminate any Contract so affected with immediate effect by written notice to the Buyer and the Supplier shall not be liable for any loss or damage suffered by the Buyer as a result thereof.

11.2.2 term the Contract in its reasonable discretion to accommodate the change of circumstances resulting from the force majeure event. Where Supplier unilaterally alters the terms of the Contract it shall give notice of the altered terms ("Force Majeure Alteration Notice") to the Buyer.

11.3.3 Upon the Supplier receiving a Force Majeure Alteration Notice, Buyer shall be entitled to terminate the Contract within five (5) days from receipt of such notice.

13.3.3 Each of the parties hereto undertakes with the other to take all such steps as shall be necessary from time to time to ensure compliance with the relevant conditions of the Force Majeure Act.

13.4 Supplier is allowed to make reference to Goods supplied and Services provided for Buyer as a credential for Supplier’s activities in an area of expertise.

14. Liability

14.1.4 The Supplier shall act to indemnify the Buyer for any loss or damage suffered by the Buyer as a result of the Supplier's negligence (including negligence in the performance of its obligations to the Buyer). Supplier shall not be liable for any loss or damage suffered by the Buyer as a result of the Buyer's negligence.

14.2.3 The Supplier shall be liable for all damages and costs (if any) incurred by the Buyer in connection with the supplier’s liability exceeding 100% of the total Contract price.

14.2.4 No action shall be brought by the Supplier later than 12 months after the date it becomes apparent to the Buyer that the Supplier is liable to the Buyer.

14.3.2 Any action to be brought by the Buyer shall be brought exclusively before the Court of competent jurisdiction for protection from its creditors.

15. Termination

15.2.2 the Buyer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Buyer’s winding up or dissolution;

15.4.1 the Buyer making an arrangement or composition with its creditors generally or applying for the protection of its creditors.

16. General

16.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but, in the absence of any such definition, the meaning of any term or expression in these Conditions, the latter shall prevail.

16.3.2 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any other breach of the same or any other provision.

16.3.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity, enforceability and the remaining provisions of these Conditions or the remainder of the provision in question shall not be affected thereby.

16.3.4 No person other than a person to whom these Conditions are made known or who is a person with authority to act on behalf of the Buyer shall be entitled to give any variation, waiver or consent to any term of these Conditions.

16.5.1 The Contract shall be governed by the laws of Singapore.


16.5.3 The Buyer irrevocably submits to the jurisdiction of the Singapore courts for all and any proceedings arising out of or in connection with the Contract which shall be subject to the limitations set out in this Condition 14.

17. Notices

18. Confidential Information

18.1.2 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) and such like unless agreed otherwise concerning the business and affairs of the other and that it shall have obtained as a result of the discussions leading up to or the entering into of the Contract or which it may have learned during the term of the Contract.

18.3.2 All information data, designs, drawings, specifications and other documents provided, reconstructed or disclosed in the performance by the Supplier to the Buyer for the purposes of the Contract, in particular when marked "confidential", shall remain the property of the Supplier and shall be treated and protected by Buyer as strictly confidential. The Buyer will immediately return to the Supplier any such material provided, upon the Supplier's demand.

18.3.3 Each of the parties hereto undertakes with the other to take all such steps as shall be necessary from time to time to ensure compliance with the Data Protection Act.

18.3.4 Supplier is allowed to make reference to Goods supplied and Services provided for Buyer as a credential for Supplier’s activities in an area of expertise.