

Terms and Conditions of Sale

QUOTATION

Quotations are open for acceptance for a period of one calendar month from the date of the quotation. It does not constitute an offer and may be revised and withdrawn at any time prior to the Company's acceptance of the customer order.

PRICES

Prices quoted are exclusive of GST and are subject to variation in the cost of materials and labour and may be altered at any time before invoicing to reflect such variations. Price lists may be altered at any time without notice.

CERTIFICATION OF CONFORMITY

Where a certificate of conformity is required a charge will be made. This charge will vary depending on several factors, and will be shown on the relevant quotation, order acknowledgement or invoice.

MINIMUM ORDER CHARGE

The company reserves the right to apply a minimum order charge dependent on circumstances.

TOOL AND MACHINE CHARGES

When tools and machine charges are quoted, part of the costs will be payable with order, and the balance will be payable on delivery and commissioning of the equipment, as specified at the time of quotation.

CANCELLATION

For standard products a charge of 30% of the value of the cancelled item(s) or S\$75.00 whichever is the greater, will be levied. For special products the following cancellation charges will be levied:

- Work not yet commenced by the company – 30% of the value of the cancelled item(s) or S\$75.00 whichever is the greater, plus the cost of any special material already purchased by the Company.
- Work already commenced by the Company – up to 90% of the quoted selling price or S\$75.00 whichever is the greater, plus the cost of any special material purchased for use in the manufacture of the order but not used at the time of cancellation.

DELIVERY

Where dispatch promises are given, the time quoted will commence from the date of receipt of a written order and will include only statutory working days. Time of delivery is not of the essence of the contract unless agreed and expressly stated so. Every effort will be made to fulfil delivery within the time quoted but the company shall not be liable to the buyer for any loss or costs resulting from late delivery. The Company reserve the right to levy delivery charges should exceptional economic conditions arise and dictate such action. Any request for proof of delivery must be requested within one calendar month of date of invoice.

NON-ACCEPTANCE OF GOODS

The buyer shall inspect goods immediately. Goods delivered but found by the buyer not to be of the standard required may be returned to the Company, only after the Company's confirmation. The Company may accept the return of its standard products provided it is notified of the default within 10 calendar days of the date of invoice and goods are returned promptly in the original packaging, carriage paid and in new condition. Such returns must be accompanied by the original Harwin batch number and will be credited less a possible handling and re-inspection charge.

DAMAGE OR SHORTAGE

Complaints as to goods received damaged or short must be made to the Company in writing within seven calendar days of receipts of goods. Failure to observe this 7 day notification means that the goods will be deemed to have been accepted as invoiced.

QUANTITIES

The quantities of orders in the case of goods to customer special design shall be deemed to be complete notwithstanding a deficiency or a surplus up to 5% of the total order.

LOSS IN TRANSIT

Liability for goods lost in transit will not be accepted unless both the carriers and the Company are advised in writing within 14 calendar days from receipt of invoice.

PAYMENT

Unless otherwise agreed in writing, payment shall be due thirty days from date of invoice. In the event of default in payment, the company reserves the right to suspend further deliveries and cancel orders until due payment is made, and to charge the customer interest on any amount outstanding at the rate of 2% per annum above the base rate of The Development Bank of Singapore Ltd. in force at the time when payment is due.

RETENTION OF TITLE

Property in the goods supplied will not pass in law until payment for those goods has been received in full. Until payment in full, the customer shall hold and store at his own expense the goods on the Company's behalf with licence to use the goods: such licence being revoked automatically on the insolvency of the customer or expressly by actual revocation. Upon such insolvency or revocation, the Company shall be entitled to enter the Customer's premises, and remove goods to the value of all monies owed by the customer and used under the said licence (whether or not the same shall have been incorporated with other goods to form a new product PROVIDED THAT the goods are capable of removal and subsequent re-use) without prejudice to its right to sue non-payment. In the event of the Company exercising its right of removal it shall not be liable for any damage to the property or premises of the customer caused by such removal. Until payment in full the Company shall have a lien on all property of the customer in its possession.

INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Right (IPR) arising from research or development work required to be carried out by the Company in connection with the manufacture of goods shall be vested in the Company, unless agreed otherwise by both parties.

FITNESS FOR PURPOSE

No warranty is given that the goods supplied are fit for any particular purpose, save insofar as such purpose is defined to the Company or the goods are supplied to the customer in the pursuance of a written request by the customer to supply goods for a particular purpose. Unless stated in the purchase contract, and specifically agreed by us, the purchaser shall be wholly responsible for ensuring that the products supplied are used in such a manner as to ensure compliance with Directives on Electro-Magnetic Compatibility such as Directive 89/336/EEC and/or its equivalent for Telecommunications Equipment.

ILLUSTRATIONS AND DESCRIPTIVE MATTER

Descriptions, illustrations and specifications contained in the Company's catalogues, price list and other advertising material are by way of identification only and are intended merely to present a general idea of the goods described therein. The use shall not in any circumstances constitute a trade by description.

LEGAL CONSTRUCTION

Any conditions imposed by the purchaser which are at variance with the above will not be accepted unless agreed by the Company in writing prior to its acceptance of the order. Unless otherwise agreed in writing the contract shall in all respects be construed and operated as an English Contract in conformity with English Law.

SHELF LIFE

Please see the documentation on the Harwin website for our Shelf Life Policy:
<https://www.harwin.com/support/articles/msl-esd-and-shelf-life-policy/>