General Terms of Business

of DELO Industrial Adhesives (Singapore) Pte. Ltd. – as of 1 January 2022

1. SCOPE
1.1 Without limitation to the foregoing, these General Terms of Business (“Terms of Business”) shall apply to all sales, deliveries, advice, offers, services and performances provided by DELO Industrial Adhesives (Singapore) Pte Ltd. (hereafter referred to as “DELO”). “Seller” (“Supplier” or “us”), and shall govern all future business relationships between us and you (“our Customer” or “the Purchaser” or “you”) even if you are not explicitly agreed to subsequently. There are no other written agreements between the parties which apply to this transaction. These Terms of Business and all benefits and obligations hereunder apply only at between you and us and are not transferable or assignable in whole or in part without DELO’s prior written consent.

1.2 All Customer purchasing conditions which conflict with any portion of our Terms of Business or the legal regulations in whole or in part are herewith expressly rejected unless DELO has expressly agreed to their validity in writing. The Seller hereby express objects to and expressly rejects any counter-confirmation of the Customer whereby reference is made to the Customer’s own general terms and conditions.

1.3 If our Customer is given an offer without details of our Terms of Business, or if these are only given to him at a later date, they will apply nevertheless, as he will be deemed to know them or have known them from previous business dealings.

1.4 These General Terms of Business may only be amended, modified or superseded with the explicit and prior written consent of an authorized representative of the Supplier.

2. OFFER
2.1 Our offers are always provisional and subject to change not binding and are understood to be dependent on supply from our Suppliers. An offer is only accepted and a contract only comes into affect when a written confirmation accepting our Customer’s order is provided by DELO, or in the event no confirmation has been received, when the delivery is received by the Customer.

2.2 Descriptions, specifications, measurements and/or other work performance data are merely illustrative purposes and shall only be binding if they are expressly jointly agreed in writing.

3. PRICES
3.1 All prices quoted are in Euro and exclude shipping (freight), packaging, postage and transport insurance and any applicable sales tax, unless otherwise agreed as per quotation.

3.2 To the extent that DELO’s price lists contain sales prices, these shall be recommended prices which are non-committal until the order is confirmed by DELO. In the event of delivery only taking place more than 3 months after conclusion of the contract by agreement with Customer or for reasons for which DELO is not answerable, DELO reserves the right to charge Customer not the sales price stated in the DELO price lists, but, instead, the prices increased in accordance with the increase in costs occurring since conclusion of the contract (in particular as a result of tariff agreements and increases in price of materials).

4. DELIVERY AND PERFORMANCE DATES/FORCE MAJEURE
4.1 Dates and deadlines given by us are not binding unless agreed otherwise and stated expressly in writing, or are expressly stated as merely estimations. All delivery dates and/or performance dates are merely indicative of the Supplier’s operational spheres of our Suppliers or their subcontractors. Such delayed deliveries and/or performances will entitle us to postpone any delivery and/or performance by the duration of the delay. Such a delay shall be reasonable steps to keep our informed and to make their performance under the new state of affairs. If delivery becomes lastingly impossible for DELO as a result of one of the mentioned reasons or a similar one, absent no less than a period of three months, it shall be released from its obligation to supply. In such a case, Customer shall be entitled to rescind the contract without form the contract.

4.2 DELO retains the right to make and charge for partial deliveries.

4.3 If, due to reasons the Supplier is responsible for, the Supplier fails to meet firm and binding deadlines or performance schedules, the Customer may claim the following as liquidated damages:

- 10% of the invoice value of each completed week of delay. The maximum possible compensation will be 5 per cent of the invoice value related to the deliveries and/or performances of the period in question and of the period of delay. Any further claims the Supplier hereunder without prejudice to any compulsory liability for acts of malice or gross negligence on the part of the Supplier.

4.5 DELO reserves the right to refuse to make delivery of any order (or any part thereof) if and as long as Customer has failed to make any payment due, whether under this or any other order.

5. TRANSPORT AND RISK TRANSFER
5.1 Delivery shall be FCA 86949 Windach, Germany. In case of dispatch, freight and packaging costs shall be charged additionally.

5.2 Risk shall pass to the Customer with handing over the objects of delivery to the forwarder, freight carrier or collector (also for transport with Customer’s own transport); at the latest when they leave DELO’s warehouse. DELO shall be free in the choice of the mode of dispatch.

5.3 If transport is delayed or proves impossible through no fault of ours, the risk of loss is transferred to the purchaser the moment they are notified that the consignment is ready to ship.

5.4 If Customer is in delay with acceptance of the delivery for reasons for which it is answerable or gives/send back the delivery without justification, DELO can demand damage after the fruitless expiry of a subsequent period set by Customer. It shall amount to 25% of the net amount of the goods if DELO can not prove higher damage or Customer can not prove lower or a lack of existence of damage on the part of DELO.

6. RIGHTS OF CUSTOMER IN DEFECTS
6.1 DELO warrants that it has given title to the goods and that the goods will be free from defects in material and workmanship, which means conforming to the product specification set by Supplier and to the statements that can only be transferred to the Supplier at the time of delivery or shipment. The warranty period shall be twelve months, unless otherwise determined in the quotation or the user manual, and begins with the transfer of risk. Any warranty is excluded for normal wear and tear. This limited warranty for goods delivered by the Supplier is not assignable; in particular, the Supplier is not liable for warranty claims from others than the Customer to whom the goods were directly supplied. The Supplier will not assume any warranty obligation for used goods or for goods transferred from the original Customer. Except as set forth above, this is the only warranty or representation, and the sole basis for liability respecting quality, performance, defects, repair and delivery of the goods. THIS UNDERTAKING BY SELLER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SELLER’S LIABILITY ARISING OUT OF THE SALE, USE OR OPERATION OF GOODS, WHETHER ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE (INCLUDING CLAIMS FOR CONSEQUENTIAL DAMAGES) SHALL BE STRICTLY LIMITED TO THE PROVISIONS OF THIS AGREEMENT; SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, CLAIM, LIABILITY, EXPENSE, OR PENALTY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER OR WHENEVER THE SAME MAY ARISE. SELLER’S LIABILITY SHALL NOT IN ANY EVENT EXCEED THE COST OF FURNISHING A REPLACEMENT FOR THE DEFECTIVE GOODS, THE FOREGOING SHALL CONSTITUTE SELLER’S SOLE LIABILITY TO PURCHASER OR ITS VENDEES.

7. SECURITY INTEREST
Supplier shall retain a security interest in the goods until the purchase price has been paid in full and until all Supplier claims against the Customer have been satisfied.

8. PAYMENT
8.1 Invoices from DELO shall become due for payment without deduction upon the invoice reaching Customer.

8.2 Delivery of Customer’s provisions to the contrary, DELO is entitled to offset claims for outstanding invoices with payment for current invoices. If charges or interest have already accumulated, payment shall be offset with, first, charges and, second, interest and, finally, with the balance due.

8.3 Payment shall be deemed credited when the amount is at the Supplier’s disposal. Payment by checking shall be deemed credited when the check has been honored.

8.4 On default of payment by the Customer, DELO may charge interest at the current prime rate plus 5% for past due invoices including sales tax, as well as late fees, collection costs and reasonable attorneys’ fees and expenses.

8.5 The Customer is only entitled to offset claims if we expressly agree to such offset.

9. CUSTOMERS’ DATA
The Customer hereby grants DELO his express agreement to the automatic electronic exchange of data regarding orders, performance data and other cause beyond our control, even if deadlines and/or dates have been fixed. This applies even if these events incur when Seller is in default. This applies similarly if any such circumstance occurs in the operational spheres of our Suppliers or their subcontractors. Such delayed deliveries and/or performances will entitle us to postpone any delivery and/or performance by the duration of the delay. Such a delay shall be reasonable steps to keep our informed and to make their performance under the new state of affairs. If delivery becomes lastingly impossible for DELO as a result of one of the mentioned reasons or a similar one, absent no less than a period of three months, it shall be released from its obligation to supply. In such a case, Customer shall be entitled to rescind the contract without form the contract.

10. APPLICABLE LAW/CONSENT TO JURISDICTION AND VENUE
The Agreement shall be construed and enforced according to the laws of Singapore, without regard to its choice of law principles. Each of the parties hereto irrevocably submits to the jurisdiction and venue of any court located in Singapore.

11. NO WAIVER
The failure of Seller to enforce any of its rights or to require performance under any of the provisions hereunder shall in no way be construed to be a waiver of such rights or provisions nor in any way affect the validity of the Agreement or Seller’s right to enforce any and all provisions of the Agreement.

12. SEVERABILITY
If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Agreement, and they shall be given effect without the invalid provisions if it so do would not substantially frustrate the expectations of the particular party.

13. ASSIGNMENT
Buyer may not assign any of its rights hereunder without prior written consent of Seller.

14. NOTICES
Any notice hereunder shall be in writing and shall be deemed given if mailed by registered mail, return receipt requested, addressed to the parties at such addresses as they may provide. Notices mailed shall be deemed to be received on the third business day after mailing.