

1. GENERAL

- (i) Unless the context otherwise requires the following words and phrases, where they appear in capitalised form in these Terms & Conditions of Sale ("**Conditions**") shall have the meanings as stated or referred to below:
- "Associated Company"** means in relation to the Supplier, a 'subsidiary', 'holding company', or 'companies deemed related to each other' as defined by sections 5 and 6 of the Companies Act (Chapter 50) of Singapore involved in the performance of the Contract in any way.
- "Buyer"** means the person, firm or company stated on the Order Acknowledgement as such.
- "Business Day"** means a day other than a Saturday, Sunday or any other day defined or gazetted as a public holiday under the Holidays Act (Chapter 126) of Singapore.
- "Contract"** means the contract for the supply of Goods between the parties formed by and incorporating these Conditions, an Order Acknowledgement and the Specification.
- "Delivery Note"** means the document that accompanies a Goods Shipment.
- "Goods"** means the items being sold described in the Order Acknowledgement.
- "Goods Centre"** means the location specified in the Order Acknowledgement where the Goods are to be collected from (if being collected) or returned to in accordance with Clause 3, Clause 6 or Clause 10.
- "GST"** means any goods and services tax, value added tax or other similar tax, whether imposed in Singapore or elsewhere.
- "Insolvency"** means where an individual or company enters into:
- an arrangement, compromise or composition in satisfaction of his/her/its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - without declaration of solvency, in the case of other than an individual, passes a resolution or make a determination that it be wound up; or
 - he/she/it has a winding up order or judicial management order or bankruptcy order made against him/her/it; or
 - he/she/it has appointed an administrator or administrative receiver over their affairs; or
 - in the case of a company, it has a provisional liquidator appointed; or
 - he/she/it is the subject of any analogous arrangement, event or proceedings in any other jurisdiction; or (additionally, in the case of a partnership) each partner is the subject of any individual arrangements or any other even or proceedings referred to above.
- "Order Acknowledgement"** means an Order Acknowledgement which has been issued by the Supplier in the manner referred to in Clause 2. **"Order Number"** means the order number referenced on the face of the Order Acknowledgement.
- "Specification"** means the specification of the Goods from time to time (subject to Clause 5(ii)) set out in the manufacturer's then current technical literature and which is shown in Supplier's regular technical bulletins all of which are on the Supplier's website at www.reliablesprinkler.com.
- (ii) The Clause and Section headings which appear in these Conditions do not form part of the Conditions.
- (iii) These Conditions are incorporated into the Contract between the Supplier and the Buyer which also includes the Order Acknowledgement and the Specification).
- (iv) Unless otherwise agreed in writing by one of the Supplier's Directors, these Conditions shall not be varied or extended by any special conditions contained in any document issued by the Buyer or by any negotiations with the Buyer.
- (v) In case of any difference, discrepancy or conflict between the Order Acknowledgement and these Conditions, the Order Acknowledgement shall prevail.
- (vi) Neither the Supplier or Buyer expect that, through their performance of the Contract, either of them will transfer any personal data relating to the other's employees, officers, agents or customers to the other. If however such circumstances arise, then each of the Supplier and Buyer shall comply with the Personal Data Protection Act 2012 of

- Singapore and be responsible for their (and their employees and agents) acts and omissions in respect thereof.
- (vii) The Buyer shall not assign or transfer or purport to assign or transfer any of its rights, benefits or obligations under the Contract to any other person.
- (viii) No consent, approval or act or omission of the Supplier shall of itself relieve the Buyer of its obligations under this Contract
- (ix) The Supplier reserves the right to make minor changes not adversely affecting performance of the Goods or as required by law to the Specification of the Goods sold at any time without prior notice.
- (x) To the extent that any clauses in these Conditions may be held to be unlawful and/or unenforceable or may be limited or varied by statute, this shall only affect the relevant clause or part thereof and shall not invalidate or limit the application and relevance of any other part of that clause or any other clauses contained in these Conditions.
- (xi) The Supplier reserves the right to sub-contract the performance of all or any part of the Contract.

2. ORDER ACKNOWLEDGEMENTS

- (i) No order shall be deemed to be accepted by the Supplier until the Supplier issues an Order Acknowledgement containing an Order Number.
- Each Order Acknowledgement shall be given in writing or, if given orally, shall be confirmed in writing within two Business Days and shall be in such form as the Supplier shall specify and shall specify the type and quantity of Goods ordered and the relevant code numbers of the Goods.
- (ii) The Supplier shall assign an Order Number to each Order Acknowledgement and shall notify such Order Number to the Buyer together with the date by which the Goods are expected to be ready for collection or delivery (subject to Clause 3(i)). Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order Acknowledgement.
- (iii) Once an Order Acknowledgement has been issued, it cannot be amended or cancelled by the Buyer without the Supplier's prior written consent unless the Buyer has a right of cancellation under these Conditions or at law.
- (iv) For the avoidance of doubt, the Contract is not formed or binding until such time as stated in the first sentence of 2(iii) above, being the date of the Order Acknowledgement.

3. DELIVERY

- (i) Dates and/or times stated for collection or delivery of Goods are approximate only. Time is not of the essence in relation to any delivery dates given by the Seller, whether in the Contract or otherwise.
- (ii) The Order Acknowledgement will state the delivery/transport costs which shall be paid by the Buyer.
- (iii) The Buyer expressly agrees that it is reasonable, in all the circumstances, that the Supplier will not be liable for any loss or damage of any kind due to the Supplier's failure to deliver the Goods on time or at all or have the Goods available for collection by such stated dates and/or times; and the Buyer shall not be entitled to refuse to collect or take delivery of any of the Goods or terminate the Contract because of such delays.
- (iv) Where Goods are being collected by the Buyer they shall be collected at the expense of the Buyer from the Goods Centre.
- (v) The Supplier may at its sole discretion have Goods made available for collection or delivered in instalments and which may be invoiced for by the Supplier separately based on when the particular instalments are made available for collection or delivered (or tendered for delivery), notwithstanding that all of the Goods that are the subject of an Order Acknowledgement have not been made available for collection, delivered (or tendered for delivery).
- (vi) If the Buyer fails to take delivery of any Goods when delivery is made or tendered by the Supplier or (in the case of Goods the Buyer is collecting) within five Business Days of the Supplier notifying the Buyer that the Goods are ready for collection, then, except (and only to the extent of) where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the date the Supplier

tendered the Goods for delivery to the Buyer OR the fifth Business Day following the day on which the Supplier notified the Buyer that the Goods were ready for collection; (b) the Goods shall be invoiced for and payment for the Goods shall become due as if delivered or collected in accordance with this Clause 3; and (c) the Supplier shall store the Goods until delivery actually takes place and (without prejudice to the Supplier's entitlement to receive default interest on any late payment) may at its discretion charge the Buyer for storage of the Goods at the rate of one percent (1%) per month of the invoice value of the Goods in question. Should the Buyer fail to collect and pay in full (including storage charges) for any Goods being stored by the Supplier pursuant to this Clause 3 within forty five days of the deemed delivery or collection, the Supplier shall be entitled to terminate the Contract in relation to such Goods by notice in writing to the Buyer in which case the Supplier shall cease to have any further obligations in respect of such Goods and shall be entitled to sell the Goods to another customer and to recover damages for breach of Contract from the Buyer plus any storage charges which have accrued but are unpaid prior to such termination.

4. MADE TO ORDER ITEMS

Goods that the Supplier does not normally hold in stock are ordered under an Order Acknowledgement on the Buyer's behalf from the manufacturer as 'Made to Order' items on the Buyer's express knowledge and agreement that all such 'Made to Order' items do not qualify for a refund where they have been correctly supplied by Supplier in accordance with the Contract.

5. DESIGN AND SPECIFICATION

- (i) In relation to any design or specification of Goods such that the Goods are to the Buyer's requested requirements to be carried out by the Supplier, the Supplier warrants that it will exercise the reasonable skill, care and diligence to be expected of an experienced supplier who holds itself out as competent to take on the Buyer's design or required specification of the Goods having regard to the complexity, size, and requirements of the Order Acknowledgement;
- (ii) Where the Order Acknowledgement requires the preparation of details or materials by the Supplier for the fulfilment of the Order Acknowledgement then the Supplier warrants that such details and materials shall be safe and suitable for the purpose or purposes for which they are intended as notified by the Buyer to the Seller in writing.

6. GOODS RETURNED FOR CREDIT

- (i) Provided Goods are not 'Made to Order' and without prejudice to the Buyer's statutory rights in respect of any defective Goods supplied, for any Goods that the Buyer wishes to return for a possible refund it shall first obtain a written return authorisation from the Supplier (which the Supplier may give or refuse at its sole discretion).
- (ii) Where such authorisation is given, Goods may be returned by the Buyer at the Buyer's cost to the Goods Centre (provided the Goods are returned in the same condition and packaging as when collected or delivered). Goods must be properly packed, insured and returned, carriage paid, within thirty days from the date of despatch by the Supplier, together with a copy of the Delivery Note/s and the reason for the return and will remain at the Buyer's risk until redelivered to the Supplier.
- (iii) The amount of any refund for returned Goods will be at the Supplier's sole discretion and the Supplier will notify the Buyer of the amount of the refund in writing. The Supplier shall have the right to inspect the Goods to determine whether or not they are defective before exercising its discretion.
- (iv) Goods supplied as assemblies/composite items will not be considered for a refund unless they are returned complete.
- (v) Where a refund is agreed, handling charges will be deducted if the Goods were correctly supplied.

7. INSURANCE RISK AND TITLE IN THE GOODS

- (i) Risk of damage to or of loss of the Goods passes to the Buyer (a) in the case of Goods to be collected from the Supplier's premises, when loaded onto the Buyer's vehicle collected or (if

earlier) five Business Days after the Supplier notifies the Buyer that the Goods are available for collection; or (b) in the case of Goods being delivered, at the time of delivery based on the relevant Incoterm specified in the Delivery Note. Where there is any conflict between the Incoterm and these Conditions, these Conditions shall prevail; or (c) if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Supplier has tendered the Goods for delivery.

- (ii) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the Supplier has received full payment for the Goods. The Buyer shall be entitled to resell or use the Goods in the ordinary course of business but shall account to the Supplier for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds up to the total aggregate amount owed by the Buyer to the Supplier in respect of the Contract, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. On request the Buyer shall allow the Supplier (or shall procure that the Supplier is able) to inspect the Goods referred to in this Clause 7(ii). Until title passes to the Buyer the Buyer shall arrange insurance cover for the Goods for their full price against all risks with an insurance company of repute and provide the Supplier with copies of the relevant policy and evidence of the amount of cover upon request. The Buyer shall also have the Supplier's interest as owner of the Goods noted on the policy.
- (iii) Until such time as the title in the Goods passes to the Buyer (and provided the Goods are still in existence, not paid for and have not been resold), the Supplier shall be entitled at any time to require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so forthwith, to enter the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- (iv) In the event that the Buyer becomes Insolvent then, without limiting any other right or remedy that the Supplier may have the authority of the Buyer to sell Goods belonging to the Supplier referred to in Clause 7(ii) shall immediately cease.

8. PRICES

- (i) All prices quoted on the Order Acknowledgement are exclusive of GST, which shall be determined at the time of invoice.
- (ii) The prices quoted for Goods in the Order Acknowledgement are exclusive of applicable packing, insurance during transit and carriage from the Goods Centre which shall be arranged by the Supplier but paid for by the Buyer and included in the invoice. Extra costs resulting from urgent deliveries shall be charged to the Buyer.
- (iii) All prices quoted for Goods in the Order Acknowledgement are exclusive of applicable export duties and charges which shall be payable by the Buyer and included on the invoice where applicable. Where necessary, the Supplier will obtain at the expense of the Buyer any export licence or other official authorisation and carry out all customs formalities necessary for the export of the Goods from the country of export to the delivery destination in the Order Acknowledgement. Where necessary, the Buyer shall obtain at its own risk and expense, any import licence or other official authorisation and carry out all customs formalities for the import of the Goods and their transport through any country and provide evidence thereof to the Supplier upon request. Such costs shall be included in the invoice.
- (iv) If the Supplier needs to change its prices due to cost increases outside its control, it shall notify the Buyer and endeavour to keep such increases to a minimum. The Buyer shall have the right, within 7 days of such price increase notification from the Supplier to terminate the Contract without penalty if it does not accept such increase. Otherwise, all prices shall be those appearing in the Order Acknowledgement. The Supplier may supply the Buyer with a price list but these prices are for information only and may change without notice.
- (v) On receipt of a valid GST invoice, the Buyer shall pay all such amounts in respect of GST as are chargeable on the supply of the Goods and any packing, insurance and carriage or other costs subject to GST.

9. INVOICING AND PAYMENT

- (i) The Supplier shall be entitled to invoice the Buyer for the Goods contained in the Order Acknowledgement on or at any time after the Goods (or any instalments thereof) have been made available for collection, delivered or tendered for delivery. The Buyer shall pay all invoices in full in cleared funds by the due date stated on the invoice.
- (ii) Time for payment of any invoice is of the essence. Accordingly, in the event that payment of any part of an invoice is not received by the Supplier by the due date, without prejudice to any other rights the Supplier may have hereunder, the Supplier shall be entitled at its sole discretion to apply any, some or all of the following: (a) to charge, on any amount unpaid, simple interest at the rate of 1½ percent per month of any amount outstanding until the date the amount outstanding is paid in full, such interest compounding at each month end; (b) to refuse to supply any further Goods under the Contract or any other agreement between the parties, or c) to cancel any uncompleted Contract without incurring any liability whatsoever to the Buyer and to recover damages from the Buyer for any resulting loss; and (d) to recover all or any part of the Goods supplied which have not been paid for.
- (iii) The Buyer shall not be entitled to make any deduction from payment due to the Supplier in respect of any set-off or counterclaim.
- (iv) If the Buyer disputes the validity of an invoice in terms of the prices charged or the number or Specification of Goods ordered or delivered such dispute must be notified to the Supplier by the Buyer in writing no more than 14 days after the invoice has been received by the Buyer. Disputes of this nature raised by the Buyer after this period will not be accepted. Where only part of an invoice is disputed, the undisputed amount shall be paid on or before the due date as set out in Clause 9(i).
- (v) Where the Buyer is required by applicable laws to make any deductions or withholding from any sum payable by it to the Supplier under this Agreement, the Buyer shall forthwith pay to the Supplier such additional amount or amounts so as to ensure that the net amount received by the Supplier shall be equal to the full amount which it would have received had no such deduction or withholding been made or required to be made.

10. WARRANTY AND ACCEPTANCE OF GOODS

- (i) Subject to Clause 10(iii) the Goods supplied to the Buyer by the Supplier under this Contract shall (a) conform to the Specification in all material respects; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act (Chapter 393) of Singapore (as amended) and fit for any purpose held out by the Supplier which has been notified by the Buyer in writing to the Supplier; and (c) be free from defects in material and workmanship and shall remain so for twelve months after delivery or collection.
- (ii) The terms implied by sections 13 to 15 of the Sale of Goods Act (Chapter 393) of Singapore and any other warranties relating to the state, condition or performance of the Goods whether express or implied are, to the fullest extent permitted by law, excluded from the Contract unless expressly set out in these Conditions.
- (iii) Clause 10(i) shall not apply to the extent that any defect is caused by any of the following after the Goods have been delivered or collected: (a) the Goods being used in any manner other than as intended or their common usage; (b) the Goods being installed otherwise than in accordance with good industry practice or any guidelines issued by the Supplier from time to time; or (c) wear and tear, accident, misuse, inadequate maintenance, use with incompatible materials, corrosion, improper operation or neglect or Buyer damage.
- (iv) If following an inspection the Buyer reasonably considers that the Goods are not as warranted under Clause 10(i), the Buyer shall inform the Supplier in writing with full details as to why and the Supplier shall take such action as is necessary to ensure that the Goods are or will be as warranted under Clause 10(i) including at the Supplier's sole discretion the repair or replacement of the Goods. For these purposes the Supplier shall have a right to inspect the Goods before they are returned to the Supplier.
- (v) The Buyer may reject any Goods delivered to it that do not comply with Clause 10(i), provided that notice of rejection and

reasons for the Goods' non-compliance with Clause 10(i) is given to the Supplier within thirty Business Days of delivery or collection.

- (vi) If the Buyer fails to give notice of rejection in accordance with Clause 10(v), it shall be deemed to have accepted such Goods.
- (vii) If the Buyer validly rejects Goods under Clause 10(v), then the Buyer shall be entitled to require the Supplier to repair or replace the rejected Goods. Once the Supplier has complied with the Buyer's request, the Supplier shall have no further liability to the Buyer in respect of the rejected Goods' failure to comply with Clause 10(i).
- (viii) If the Buyer has a claim under Clause 10(i) or validly rejects Goods under Clause 10(v): (a) the Buyer shall return the Goods to the Supplier at the Goods Centre at its cost, expense and risk if the Supplier so requires for the purposes of repair or replacement; and (b) if the Goods have been installed the Supplier shall not be liable for the costs of or occasioned by the de-installation of the Goods or the re-installation of the Goods following such repair or replacement.
- (ix) For the avoidance of doubt (a) where Goods have been replaced by the Supplier pursuant to this Clause 10 then title to the Goods that have been replaced shall revert to the Supplier; and (b) references to the date of delivery shall be to the date the Goods are made available for collection, delivered or first tendered for delivery as the case may be.

11. LIMITATION OF LIABILITY

- (i) Nothing in these Conditions shall limit or exclude the liability or extent thereof of either party for death or personal injury arising from the negligence of such party (its servants or agents), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act (Chapter 393) of Singapore in the exercise of the Contract.
- (ii) Subject to sub-clauses 11(i), (iii) and 11(iv) and except where the law states otherwise, the Supplier shall be liable to the Buyer in relation to the Contract for damage to the Buyer's tangible property (or where the Buyer is not an end user of the Goods but has purchased the Goods to sell to the Buyer's customers the Supplier shall be liable to the Buyer for claims from Buyer's customers for damage to the property of the Buyer's customers but never to any extent beyond the Supplier's liability to the Buyer in the Contract), caused either (a) by defects in the Goods resulting from the Supplier's negligence or (b) by the negligence of the Supplier's servants or agents, up to an aggregate maximum amount of US\$1,000,000 (one million USD) per year for all event or series of connected events. The Buyer agrees that it has a duty and shall act reasonably to mitigate any claims under this Clause 11(ii) and that it shall not compromise or settle any claim brought by the Buyer's customers which might result in a liability for the Supplier under this Clause 11(ii) without the Supplier's prior written consent. If requested by the Supplier the Buyer shall give the Supplier full conduct of any claims brought by the Buyer's customers.
- (iii) Without prejudice to sub-clause 11(i), the Supplier shall not, whether or not the Supplier has been advised of the possibility of such loss, be liable in respect of any misrepresentation, breach of any implied or express warranty, condition or other term or be liable in contract, tort (including negligence) or restitution, or for breach of statutory duty or otherwise for any a) special, b) indirect or c) consequential loss including d) loss of revenue; e) loss of profits; f) loss of business, g) goodwill; h) loss of, damage to or corruption of data; or i) loss of availability, use or opportunity howsoever caused that arises out of or in connection with the Goods or otherwise under the Contract and these Conditions.
- (iv) Subject to sub-clauses 11(i) and (iii) and other than for liability for damage contained in Clause 11(ii), the Supplier's total aggregate liability (including that of its servants or agents) whether in contract, tort (including negligence) restitution, or for breach of statutory duty or misrepresentation or otherwise, howsoever arising out of or in connection with the Contract shall be limited to the total of the price paid to the Supplier under the Contract.

12. DEFAULT OR INSOLVENCY OF THE BUYER

If the Buyer shall fail to take delivery of any order for Goods when required to do so or make default in or commit a breach of any of the Buyer's obligations under the Contract or if any distress or

execution or other legal process shall be levied upon any of the Buyer's property or if the Buyer becomes Insolvent, by notice in writing to the Buyer:-

- (i) the Supplier shall be entitled to terminate the Contract in which case (a) such termination shall be without prejudice to any other rights and remedies at law or under the Contract which the Supplier may have accrued at termination; (b) the Supplier shall be entitled to recover from the Buyer any loss or expense incurred by it as a result of the termination of the Contract, and (c) the Supplier shall not be liable for any loss suffered by the Buyer in consequence of such termination by the Supplier; and/or
- (ii) without prejudice to Clause 7(iii) the Supplier shall be entitled to terminate the authority of the Buyer to sell Goods belonging to the Supplier referred to in Clause 7(iii); and/or
- (iii) the Supplier shall be entitled to declare that all invoices are immediately due and payable by the Buyer notwithstanding the provisions of Clause 9(i).

13. GOVERNING LAW

The Contract shall be governed by the law of Singapore to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties submit to the exclusive jurisdiction of the Singapore Courts in any dispute or difference of any kind which may arise under or in connection with the Contract.

14. THIRD PARTY RIGHTS

- (i) Any or all of the Associated Companies present and future shall have a right to enforce any or all of the terms of the Contract and any such Associated Company shall, subject to clause 14(ii), immediately and without further notice have the benefit of and be entitled to enforce any term of the Contract against the Buyer and the parties grant, in addition to the Supplier, all Associated Companies the right to be able to enforce the terms of the Contract as though they were the Supplier. The Buyer shall be liable for any loss or damaged suffered by any Associated Company notwithstanding that such or damage would not have been suffered or incurred by the Supplier (or suffered or incurred to the same extent by the Supplier).
- (ii) The rights of any third party to terms of the Contract may be varied and/or extinguished by agreement between the parties without the consent of any such third party and the rights of the Supplier and the Buyer to: a) terminate the Contract or; b) amend or otherwise vary any terms of the Contract; and/or c) agree to settle any dispute or other matter arising out of or in connection with the Contract in each case in or in such terms as they shall in their absolute discretion think fit.
- (iii) Save as provided in clause 14(i) any person who is not party to the Contract has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of the Contract except where such right or remedy exists or is available apart from this Act.

15. CONFIDENTIALITY

The Buyer undertakes that it shall not at any time until two years after the last delivery of Goods pursuant to the Contract disclose to any person any confidential information disclosed to it by the Supplier (which is not in the public domain) concerning the Supplier's business or affairs or the business and affairs of any Associated Company, including but not limited to information relating to its operations, processes, prices, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

16. FORCE MAJEURE

- (i) Neither party shall have any liability or responsibility for failure to fulfil any obligation under the Contract so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event. For this purpose, a 'Force Majeure Event' means an event beyond the parties' reasonable control, which by its nature could not have been foreseen by the party in question and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or

military authorities, acts of war (declared or undeclared), armed hostilities or other national or international calamity, piracy, one or more acts of terrorism, failure of energy sources, strikes, lockouts or other industrial action or the failure of major suppliers or subcontractors.

- (ii) If a party is affected by a Force Majeure Event it shall serve notice with details thereof to the other party on or before such time as it finds itself incapable of performing the Contract due to such Force Majeure Event. From the date of such notice the performance obligations of both parties of the Contract (other than payment for Goods already delivered) shall be suspended until either a notice ending the Force Majeure Event effect is served in accordance with Clause 16(iii) or the Contract is terminated in accordance with Clause 16(iv).
- (iii) The parties shall use reasonable efforts to rectify the Force Majeure Event such that the Contract can continue to be performed in whole and when the party that called Force Majeure Event is ready to restore and continue performance of the Contract, then it shall serve a notice on the other party and the Contract's suspension shall cease and shall thereafter continue unaffected.
- (iv) If such period of Force Majeure Event exceeds 30 days, then either party shall be entitled to terminate the Contract with no penalty or liability except for any liabilities that arose and existed prior to the declaration of Force Majeure Event referred to in Clause 16(ii) which shall continue to be enforceable.

17. ENTIRE AGREEMENT

- (i) The Contract constitutes the whole agreement and understanding of the parties and supersedes any previous agreement, understanding or agreement between them relating thereto.
- (ii) The Buyer acknowledges that in entering into the Contract it has not relied on any statement, representation, assurance or warranty other than as expressly set out in these Conditions.

18. SET OFF

The Supplier shall have the right to set off any amount owed by it to the Buyer howsoever arising against any amount owed by the Buyer to the Supplier whether arising under or in relation to this Contract or otherwise.

19. NOTICES

- (i) Any notice or other communication given or made under this Contract shall be in writing and may be delivered by hand to the relevant parties or sent by first class prepaid letter, email or facsimile transmission to the address, email account or facsimile transmission number of the parties specified in the Order Acknowledgement or such other address, email account or facsimile transmission number as may be notified hereunder by the parties from time to time for this purpose and shall be effective notwithstanding any change of address not so notified.
- (ii) Each such notice or communication shall be deemed to have been given or made and delivered if by letter 48 hours after posting if by hand delivery when left at the relevant address or if by email or facsimile transmission upon receipt by the addressee of the complete text in legible form.