

## **APC TERMS AND CONDITIONS OF SALES (“CONDITIONS”)**

### **1. DEFINITIONS AND INTERPRETATION**

In these terms and conditions, unless the context otherwise requires:

- a) "BUYER" means the Party named in the relevant Sales Invoice or Quotation who buys or agrees to buy the goods from the SELLER.
- b) "SELLER" means [name and address of Seller], the party whose name and address appears in the footer in the relevant Sales Invoice or Quotation.
- c) "Power Turn On Date" refers to the date when the Goods are switched on.

### **2. CONDITIONS APPLICABLE**

These Conditions shall apply to all contracts for the sale of Goods by the SELLER to the BUYER to the exclusion of all other terms and conditions including any terms or conditions which the BUYER may purport to apply under any purchase order, confirmation of order or similar document.

All orders of Goods by the BUYER shall be deemed to be acceptance by the BUYER to purchase Goods pursuant to these Conditions.

Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the SELLER.

### **3. PRICES & GOODS.**

All prices quoted are in VND (VIETNAM MARKET) or USD (OVERSEAS MARKET) and included VAT.

### **4. QUOTATION VALIDITY**

This quotation is only valid for thirty (30) days from the date of issue unless withdrawn sooner by the SELLER. No advance notice is required before the quotation can be withdrawn.

### **5. ACCEPTANCE OF BUYER'S ORDER**

In the event that the BUYER wishes to accept the quotation, the BUYER shall issue to the SELLER the BUYER's Purchase Order (PO). In order for there to be a binding contract, the SELLER has to endorse and accept the BUYER's PO in writing ("the Order").

### **6. LEAD TIME TO MANUFACTURE**

The minimum lead time to manufacture is eight (8) to ten (10) calendar weeks from the date that all the shop drawings are approved and written confirmation is received on all related details. Switchboard Panel's design and quantity will determine this actual lead time required. The BUYER will be notified on the actual lead time required. The SELLER shall only be required to commence manufacture of the goods under the PO ("the Goods") upon written instruction by the BUYER to proceed to manufacture ("Instruction to Proceed to Manufacture").

### **7. CANCELLATION OF ORDER**

Where an Order is cancelled after the Order has been given, but the BUYER has not issued Instructions to Proceed to Manufacture, the BUYER shall pay to the

SELLER liquidated damages, in the amounts as follows:

- a) Ten percent (10%) of the total amount on BUYER's PO if it is cancelled within one (1) calendar month from the date of issue of the PO.
- b) Thirty percent (30%) of the total amount on the BUYER's PO if the SELLER has submitted product drawings based on the BUYER's PO.
- c) Fifty percent (50%) of the total amount on BUYER's PO if raw materials have been purchased.

After the BUYER has given the Instruction to Proceed to Manufacture, no cancellation of the Order is allowed and the BUYER shall be obliged to make full payment of the PO amount.

## 8. DELIVERY

Delivery of the Goods will only be delivered to the ground level and between the hours of 9.00 am to 5.00pm, Mondays to Fridays only. The SELLER shall not be responsible for delays in delivery or failure to deliver due to causes beyond our control including but not limited to acts of God, war mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fire, floods, strikes, lockout or labour difficulties, shortages of or inability to obtain shipping space or transportation, or shortage of or unavailability of raw materials, components or parts. Any failure by the SELLER to deliver within the time stated by reason of the aforesaid shall not entitle the BUYER to repudiate the Order with regard to any balance that may remain undelivered on the Order. If the BUYER requests and the SELLER agrees to a deferment of delivery of the Goods, the date from which delivery is deferred shall be deemed to be the date on which delivery is made. From that date until the date of actual delivery the BUYER shall pay to the SELLER storage fees of two percent (2%) of the goods value per calendar month for the storage of the goods.

## 9. VARIATIONS OF WORKS

Any variation from the works quoted herein, shall be by way of Variation Order. The SELLER shall not be obliged to accept the schedule of unit rates stated in the Order entered between the BUYER and their Principal/Employer on the variation of works that may arise in the course the SELLER's supply to the BUYER. The SELLER shall provide quotations to the BUYER upon any request for variation works to be undertaken. The SELLER shall only execute the variation of works only *after receipt of written acceptance of our quotation from the BUYER.*

## 10. PAYMENTS AND OWNERSHIP OF GOODS

Payments shall be made to us in strict accordance with the payment terms agreed upon. If the BUYER fails to comply with any terms of payment, without prejudice to any other rights which the SELLER has, the SELLER shall be fully entitled to withhold further deliveries to the BUYER and the BUYER shall have no claim against the SELLER whatsoever.

Until the full sums due under an Order is paid to the SELLER, the Title to the goods shall remain with the SELLER, at the risk of the BUYER. In default of payment, the SELLER may enter the BUYER's premises to reclaim the Goods at any time, without giving prior notice. Up till title to the goods passes to the BUYER, the BUYER shall hold the Goods on behalf of the SELLER as bailee only.

## 11. WARRANTY

The Goods are warranted against faulty workmanship and/or materials for a period of twelve (12) months from the "Power Turn On" date or eighteen (18) months from the date of delivery, whichever is the first to

expire. The SELLER's only liability shall be in respect of the warranty herein and the SELLER shall not be liable for any consequential (direct or indirect) damages whatsoever.

Defects that occur within this warranty period, under normal use and care will be repaired and/or replaced at the SELLER's discretion, solely at the SELLER's option with no charge for parts or labour.

## **12. WARRANTY EXCLUSIONS AND LIMITATIONS**

The SELLER's Warranty does not cover:

- a) Any defect caused by and/or arising out of an accident, misuse, abuse, improper installation or operation, lack of reasonable maintenance, unauthorised modification, tampering or attempted repair by any person not authorised by the SELLER.
- b) Poor ventilation of the switchroom housing the main and emergency switchboard and/or with ambient temperature above the recommended forty degree Celsius (40°C).

## **13. INSURANCE**

The BUYER shall at its own expense, provide and maintain in full force and effect insurance for the workers, the Goods against damage by fire, water and/or damage to property at the worksite where the Goods are delivered.

## **14. TESTING AND COMMISSIONING**

The SELLER will provide Site Commissioning ("the Service") as part of the Order.

To utilise the Service, the BUYER must give at least seven (7) days advance notice to the SELLER to make the necessary preparation works and provide the necessary to facilitate the SELLER's provision of the Service.

## **15. EXCLUDED IN THIS QUOTATION**

This quotation does not include, but is not limited to the following:

- a) Maintenance of the switchboard;
- b) Cable accessories, including but not limited to cable glands and lugs trays;
- c) Comer joint configuration (L-U Shape); and
- d) Busbar for interfacing between the switchboard and the transformer, bus duct flange end, emergency switchboard.

## **16. DISCLAIMER**

The SELLER has made all reasonable effort to provide as reasonably possible accurate quotes, based on the information provided by the BUYER. As such, the SELLER will not be responsible or liable for any inaccuracy in the quantity, error or omission which may result from any oversights. All drawings, catalogues and information presented by the SELLER shall serve only as a guide. Full information shall be submitted upon receipt of firm order. It is the BUYER'S responsibility to verify, check and apply expertise specific to their industry as to the particular project or tender