	WORK INSTRUCTION TITLE :Standard Terms and Conditions of Sales	Document # : WI-RES-198	Document Leader : Finance & Admin Manager
		Revision # : AB	Approved By: Managing Director
		Effective Date: 10-01-2024	

Standard Terms and Conditions of Sales

Application Conditions


These conditions govern the sales and purchase of goods supplied by Swiss Profile (M) Sdn. Bhd. (hereinafter referred to as ‘the Seller’) to its Buyers (hereinafter referred to as ‘the Buyer’).

General

1. A contract is formed upon the Buyer’s receipt of the Seller’s duly signed Confirmation of Order. No contract can be cancelled unless agreed upon in writing by the Seller.
2. These standard terms and conditions shall have application if so provided in the Confirmation of Order. The Buyer’s terms and conditions shall have no application unless expressly accepted by the Seller in writing.
3. All agreements and legally relevant statements by the contracting parties shall not be effective unless in writing.
4. These terms and conditions shall also apply, without specific reference thereto, to future transactions with the Buyer, even if the Seller does not separately draw the Buyer’s attention to the application thereof.

Delivery of Goods

5. The actual quantity delivered may vary from the Confirmation of Order. The Buyer shall accept and pay for the quantity produced and delivered by the Seller which is within reasonable tolerances from the quantity stated in the Confirmation of Order.
6. Any time for delivery named by the Seller is an estimate only. The actual time of delivery shall be determined by the Seller. All efforts are taken, as far as possible and permissible, by the Seller to deliver the goods on or before delivery dates agreed. However, in case of any delay, the Seller is not liable to compensate or indemnify any loss directly or indirectly suffered by the Buyer. Cancellations of orders due to unreasonable delay by the Seller may be allowed only if the Seller has not commenced work whatsoever, subject to agreement by the Seller.

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7. Shipment within the time stipulated in the Confirmation of Order shall be subject to freight space being available. In case of partial shipment, each lot shall be regarded as separate and independent contract. Date of the bill of lading is to be taken as the date of shipment.
8. The Buyer agrees to take delivery of the articles ordered in accordance with the Confirmation of Order. Any request for delay in delivery date for articles produced will be subject to agreement by the Seller. The Seller may temporarily stock the articles at the Buyer's request. Nevertheless, storage time shall not exceed a period of two (2) months after the articles are ready for shipment. After two (2) months, the Buyer reserves the right to charge storage, handling and interest charges for these articles at a rate to be determined by the Seller until the articles are delivered or otherwise disposed of.
9. In the event the Buyer has not taken delivery of articles produced, the Seller has the right to put on hold all future deliveries and to hold execution of any other formed contract between the parties.
10. In the event of prohibition of export, refusal to issue export license, act of God, war, blockade, embargoes, insurrection, mobilisation or any other actions of Government authorities, riots, civil commotion, warlike conditions, strikes, lockout, shortage or control of power supply, plague or other epidemics, quarantine, fire, flood, tidal waves, typhoon, hurricane, cyclone, earthquake, lightning, explosion or any other causes beyond the control of the Seller or Force Majeure, the Seller shall not be liable for any delay in shipment or delivery, non-delivery or destruction or deterioration of all or any part of the goods, or for any default in performance of this contract, arising therefrom, and the Buyer is bound to accept delay in shipment or delivery within the reasonable time or to accept cancellation of all or any part of this contract as the case may be. In any of such cases, the Seller shall not be responsible for any loss or damage.

Product Modification


11. Any modification to a confirmed contract by the Buyer shall be in writing and acknowledged by the Seller by way of a new drawing.

Price

12. The Seller reserves the right to revise the price quoted should there be significant economical changes between the time of quotation and the time of delivery.

Terms of Delivery

13. The ICC INCOTERMS (with the latest revision as at the time of each sale) shall apply to all sales from the Seller to the Buyer.


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Insurance

14. Unless otherwise contracted, insurance on CIF contract shall be effected for the amount of the Seller's invoice plus ten per centum (10%) covering marine insurance only for loss and damage of goods during transit up to the Buyer's warehouse. Any additional insurance required by the Buyer to be at the Buyer's own expenses. In case of ex-work contracts, the Buyer shall provide his own insurance cover.
15. Any claims of whatsoever nature arising under this contract shall be notified to the Seller in writing within seven (7) days after the arrival of the goods at the destination specified in the bills of lading. Full particulars of such claim, together with sworn surveyor's report shall be made in writing and forwarded by registered airmail within fifteen (15) days after notification, failure which the delivery shall deem to have been accepted in good condition.

Payment

16. The Buyer agrees to adhere to the agreed payment terms strictly. The Seller has the right to charge overdue interest of one per centum (1%) per month or any part thereof on monthly rest basis on all unsettled overdue invoices until such invoices and outstanding overdue interests are fully paid. This shall not prejudice the Seller's right to recover further damages.
17. All payments must be made in the currency stated in the invoice, unless otherwise agreed in writing by the Seller.
18. By placing an order to the Seller, the Buyer implicitly guarantees his solvency and ability to pay the Seller for the articles ordered. In case of doubt, the Seller may ask for information pertaining preliminary guarantees, special payment terms or any other information which the Seller considers necessary. If the Buyer appears to be insolvent, the Seller has the right, after the contract is formed, not to fulfill its obligations.
19. The Seller has the right to withhold all orders to the Buyer until all outstanding invoices have been fully settled.
20. Any insurance claims arising from the insured perils shall be made by the Buyer at destination. Under no circumstances shall the agreed payment terms between the Seller and the Buyer be affected by pending insurance claims.

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Intellectual Property Rights

21. The Seller shall not be responsible for any infringement with regard to patent, utility model, trade mark, design or copyright infringed by the Buyer, whether in the Buyer's country or any other places and any dispute arose thereof, shall be settled by the Buyer and any loss and/or damages caused thereby shall be borne by the Buyer.

Warranty and Liability for Defects

22. The Buyer shall examine the goods delivered immediately after receipt at the destination and shall notify any defects that are apparent upon inspection within seven (7) days in writing, failure which the delivery shall deem to have been accepted in good condition.

23. Hidden defects shall be notified within seven (7) days after discovery, but not later than six (6) months after delivery to the destination, failure which the delivery shall deem to have been accepted in good condition.


24. Defects arising from improper handling, storage, working or processing, overloading of goods by the Buyer or any other reason not attributable to the Seller shall not give rise to any liability on the part of the Seller. The Seller shall not be liable for any losses or damages if the products are not properly used or processed, or used or processed not in accordance with its intended purposes.

25. In the event the Buyer rejects or unwilling to accept the goods due to any non-conformities which the Seller acknowledges, liability of the Seller shall be limited to the cost of goods as invoiced only. The Seller shall not be liable to any other direct or indirect loss or damages including but not limited to production downtime or lost profit.

Reservation of Title

26. The Seller shall retain title to all its deliveries pending receipt of the entirety of all payments due under the contract.

27. The Buyer shall be under an obligation to assist in any measures necessary to defend the Seller's title; in particular, the Buyer authorises the Seller, with effect as of formation of the contract, to register or record the reservation of title at the Buyer's expense in public registries or similar records in accordance with the applicable local laws and to carry out all necessary formalities for that purpose.

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28. The Buyer shall maintain all articles delivered in good condition at its own expense for the duration of the reservation of title and insure same, with the Seller as beneficiary, against theft, breakage, fire, water and other risks. The Buyer shall take all other measures necessary to ensure that the Seller's claim to title is neither diminished nor extinguished.
29. The Buyer has the obligation to strongly oppose any possible seizure of the delivered articles by a third party and notify the Seller within twenty-four (24) hours, who will issue a notice in order to claim back the concerned articles. All resulting expenses shall be borne by the Buyer.

Failure to Comply with Contract Terms


30. If the Buyer fails to carry out any terms of this or any other contracts with the Seller, or in the event of demise, bankruptcy or insolvency of the Buyer, dissolution or modification of partnership of the Buyer or non-payment for any shipment or delivery, the Seller shall have the right to cancel this and/or any other contract with the Buyer or to postpone the shipment or delivery, or to stop the goods in transit and/or to disposed off the goods already produced in any way deemed fit by the Seller without having first to notify the Buyer and the Buyer is bound to reimburse the Seller for any loss sustained therefrom.

Permit and Taxes

31. The Buyer shall ensure proper approval or authorization is obtained from relevant authorities to purchase the goods from the Seller, if required. The Seller shall not be held liable for any delays in receipt of goods by the Buyer because of refusal by any authorities to grant permit to the Buyer to purchase good from the Seller.
32. All taxes, duties, etc. for goods ordered levied by the appropriate authorities at the location of the Buyer are the sole responsibilities of the Buyer. Under no circumstances should the Seller be liable to pay any taxes, duties or any similar payments to any authorities for or on behalf of the Buyer.

Commercial Documentation

33. All information found on documentation, catalogues, websites, leaflets or brochures are for indication only. Consequently, no guarantee may result therefrom.

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Governing Law

34. All disputes, controversies or differences which may arise between the Buyer and the Seller, out of or in relation to or in connection with this contract, or for the breach thereof, shall be settled by arbitration in Malaysia. The award shall be final and binding upon both parties.