

TERMS AND CONDITIONS OF SALE

1. **Time For Delivery**
Any time or date for delivery named by Lien Soon Marketing Sdn Bhd (formerly known as Lien Soon Engineering Sdn Bhd), ("the Seller" is an estimate only, and the Seller shall not be liable to make good any damage or loss whether arising indirectly out of any delay in delivery
2. **Price**
The quoted prices are subject to changes without prior notice.
3. **Payment**
The Buyer shall pay for the goods delivered within 60 days from the date of delivery. The Seller reserves the right to vary the abovesaid credit period at any time by notice in writing.
4. **Time Of The Essence**
Time within which the Buyer is to pay for the goods shall be of the essence of this Agreement.
5. **Acceptance**
The Buyer, its servants or agents, shall inspect the goods immediately upon delivery and shall within 7 days from such inspection give notice in writing to the Seller (or state in the Delivery Order) the matter or thing by reason whereof he alleges that the goods are not in accordance with the Contract for the goods ("the Contract"). If the Buyer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the same accordingly.

OR

The Buyer shall inspect the goods immediately upon delivery and shall state in the Delivery Order any matter or thing by reason whereof he alleges that the goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the goods shall be deemed to be in all respect in accordance with the Contract and the Buyer shall be bound to accept and pay for the same accordingly.

6. **Description**
Notwithstanding any description of the goods given by the Seller no sale of the goods shall constitute or be construed to be a sale by description.
7. **Warranties**
Apart from specifications (if any) given by the Seller to the Buyer, the Seller does not give any warranty as to the quality state condition or fitness of the goods or their suitability for any particular purpose or for use under any specific conditions, notwithstanding that such purpose of conditions may be known or made known to the Seller.
8. **Delivery**
The Seller shall be deemed to have made a due delivery of the goods if the Seller delivers the goods at the site ('Site') or premises ('Premises') specified by the Buyer in the Purchase Order or otherwise and the Delivery Order or otherwise and the Delivery Order is endorsed by any person present at the Site or Premises. The Buyer shall be responsible for making all necessary arrangements to collect or take delivery of the goods at the Site or Premises. The Seller shall not be bound to ensure that the person collecting or taking delivery of the goods or endorsing the Delivery Order is properly authorised by the Buyer to do so and the Seller shall not be responsible or liable in any way for any loss damage suffered or incurred by the Buyer arising from or in connection with the said delivery or collection at the Site or Premises including without limiting to or the generality of the foregoing any loss or damage arising or resulting from the collection of the goods by or delivery of the goods to unauthorised persons.
9. **Defects**
The Seller shall be under no liability to the Buyer in respect of loss or defects in goods supplied except as notified pursuant to Clause 5 above nor subject as aforesaid shall the Seller be responsible for any personal injury, damage or loss of any kind attributable to defects in such goods but the Buyer will keep the Seller indemnified against any such claim.
10. **Title**
Title to all the goods shall remain vested in the Seller until the full purchase price thereof shall have been paid to the Seller.
11. **Risk**
Risk passes upon delivery of the goods by the Buyer as specified in Clause 8 above.
12. **Right of Set-Off**
The Seller shall have the right to set-off against any outstanding debts of the Buyer all monies now or hereafter standing to the credit of any Buyer's account(s) with the Seller or with any company within LIEN SOON MARKETING SDN BHD (formerly known as Lien Soon Engineering Sdn Bhd) Group of Companies and for this purpose the Buyer shall give irrevocable authority to the Seller to collect on behalf of the Buyer and give valid receipt and discharge thereof all monies due and owing to the Buyer by any such company within LIEN SOON MARKETING SDN BHD (formerly known as Lien Soon Engineering Sdn Bhd)

13. **Defaults By Buyer**
If the Buyer fails to pay the Seller on the due dates any sum due and owing to the Seller or if the Buyer shall commit a breach of any of its obligations under this Agreement or if a receiver of the Buyer's business shall be appointed or if a petition for the winding up of the Buyer shall be presented or passed (except for the purpose of reconstruction) or if the Buyer shall become a bankrupt or commit an act of bankruptcy, the Seller may without prejudice to its rights, and without giving prior notice, either suspend or cancel further deliveries under this Agreement or limit or cancel the credit of the Buyer as to time and/or amount or require payment in advance for all or any further deliveries and the Seller shall not be liable to the Buyer for any damages which the Buyer may suffer or incur by reason thereof.
14. **Suspension Or Cancellation Of Deliveries**
Notwithstanding any thing herein contained, the Seller reserves the right to at anytime vary the terms of or terminate this Agreement or any Contract for the supply of goods or suspend or stop delivery of any goods or limit or cancel the credit of the Buyer whether as to time and/or amount without giving any reasons whatsoever and to demand full settlement immediately of all sums that may be due and owing by the Buyer at any point of time notwithstanding that the credit period for payment has not expired.
15. **Late Payment Interest**
In the event the Buyer fails to pay any sums as and when due, the Buyer shall pay interest thereon at the rate of 1.5% per month by way of damages from the due date until the date of full payment.
16. **Appropriation of Payments**
All payments received from the Buyer will be applied towards settlement of the Buyer's oldest debt comprising of the earliest invoices, debit notes (including debit note for overdue interest) and other charges howsoever arising Provided Always the Seller may appropriate any payments towards account of interest before principal in respect of any debt as the Seller shall in its absolute discretion deem fit.
17. **Notice**
Any notices, communications or demands shall be deemed to have been sufficiently given if sent by prepaid post to the address of the addressee stated herein or to the addressee's last known place of business and shall be presumed to have reached the addressee in the ordinary course of post.
18. **Sale Of Goods (Malay States) Ordinance 1957**
The terms and conditions in favour of the Seller hereunder shall be in addition to and not in substitution for any term condition warranty expressed or implied in favour of the Seller under the Sales of Goods (Malay State) Ordinance 1957 and or any statutory modification and re-enactment thereof for the time being enforced.
19. **Invoices**
All amounts stated in the invoices and the Statement of Accounts unless disputed within 14 days of receipt thereof shall be deemed to be conclusive of the amounts due and owing by the Buyer to the Seller and shall be binding against the Buyer in any legal proceedings.
20. **Waiver**
No failure of delay by the Seller in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude any further exercise thereof or the exercise of any other right.
21. **Default**
The Seller shall not be held responsible for any losses resulting if the fulfilment of any terms or any terms or provisions hereof shall be delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of Gods, or without limiting the foregoing by any other causes not within the Control of the Seller and which by the exercise of reasonable diligence, the Seller is unable to prevent, whether of the class of cause herein before enumerated or not.

I/we confirm acceptance
of the above terms & Conditions

Signature

Company Stamp

Name:
Designation: