

## **SC Wooden Products Mfg Sdn Bhd – Standard Terms & Conditions For Quotation and Sale**

- 1) Interpretation:-

“Buyer” means the person who accepts a quotation of the seller for the sales of goods or services.  
“Goods” means the goods (including any services performed, installment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.  
“Seller” means SC Wooden Products Manufacturing Sdn Bhd  
“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) include any special terms and conditions agreed in writing between the Buyer and the Seller.  
“Writing” includes telex, cable facsimile transmission, email and comparable means of communication.  
“Contract” means the contract for the purchase and sale of goods.
- 2) Standard quotation is valid for 7 days unless specific otherwise by us in writing, if accepted by Buyer, must be accepted in writing. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the seller authorized representatives in writing.
- 3) This quotation is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request in order to qualify Buyer for the rights under any Purchase Order Agreement.
- 4) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the goods within a sufficient time to enable the Seller to perform the contract in accordance with its terms.
- 5) The Seller reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements or, where the goods are to be supplied to the Sellers specification, which do not materially affect their quality or performance.
- 6) Seller has prepared this quotation based on its industry experience and skill having regard to the readily ascertainable condition of the equipment after visual inspection of it or based on information provided by Buyer. If Seller needs to supply additional Parts and / or perform additional services, then the Seller reserves the right to charge for supplying additional Parts and performing such additional services.
- 7) Prices quoted covers only goods which has been mentioned in quotation. Any other expenses are at Buyers’ responsibility.
- 8) If Buyer accepts this quotation, then Seller will contract to supply Parts and perform Services on its standard Terms and Conditions and on no other basis.
- 9) Seller will use its best endeavors to supply Parts and perform Services within a reasonable time and will have no liability for delay beyond Seller’s control or for any consequential loss suffered by Buyer as a result of such delay.
- 10) No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) cost (including the cost of labor and material used) damages charges and expenses incurred by the seller as a result of cancellation.
- 11) The seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of goods to reflect any increase in the cost to the seller which is due to any factor beyond the control of the seller (such as without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the costs of labor materials or other costs of manufacture), any change in delivery dates quantities or specifications for the goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the seller adequate information or instructions.
- 12) The Buyer shall inspect all goods upon delivery and shall notify to the seller immediately of any matter or thing which the Buyer alleges that the goods are not in accordance with the Buyer’s order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by Buyer.
- 13) All goods returned must be pre -approved by Seller. Buyer shall give seller prior notice and full co-operation / assistance for goods to be returned to seller. Delivery of replacement or reworked goods are subjected into Seller’s availability.
- 14) Goods supplied by the seller to the Buyer shall be at the Buyers risk immediately upon delivery to the Buyer, into the Buyer’s custody or at the Buyers direction (whichever is sooner). The Buyer shall thereafter insure the goods at its cost against such risk as it think appropriate.

Seller shall not be held liable and not provide any guarantee to cover:-

  - i) Any defects resulting from the inadequacy of the materials and / or raw materials delivered and / o r prescribed by the Buyer
  - ii) Any defects resulting from the inappropriate use of negligence by the Buyer or the Buyer’s staff
  - iii) Any defects due to normal wear and tear, incorrect manipulation, extraordinary use, use of inappropriate company means, external influences or damage caused by force majeure.
- 15) The liability of Seller is limited to the amount of the invoice of that particular goods delivered.
- 16) No payment is subject to any right of deduction, set –off, abatement or counterclaim unless with written approval from Seller’s account representative.
- 17) Defaults will occur if Buyer fails to pay money due or an Insolvency Event occurs. If default occurs, then Seller may withhold the supply of Parts and the performance of Services and withdraw its acceptance of any order. Any money payable will be payable forthwith despite any credit terms that may have been in place to the contrary. Seller is authorized to make any enquiries it considers necessary as to Buyer’s creditworthiness.
- 18) If this quotation is accepted and Buyer’s order form is used for the purpose, it is expressly understood and agreed that these terms and conditions shall prevail if they conflict in any way with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer’s assent to this condition.
- 19) The Seller hereby reserve the right to amend, delete, modify, improve, vary or otherwise change any terms of its general or standard terms and conditions at any time at their absolute discretion. By agreeing to the quotation or sales documents, the Buyer shall be deemed agree to all the terms of the Standard Terms and Condition.