Plaintiff: Lau Soon Poo: 1st: -9 NOV 2021

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

CASE NO.: MC/MC 6349/2020

Between

SWEE BEE CONTRACTOR PTE LTD

(Singapore UEN No. 198800966Z)

... Plaintiff

And

- 1. **MURUGESAN DINESH RAJA** (FIN No. G6572176M)
- 2. **ROYAL'S ENGINEERING & TRADING (S) PTE. LTD.** (Singapore UEN No. 200515382D)

... Defendants

AFFIDAVIT OF EVIDENCE-IN-CHIEF

OF LAU SOON POO

I, **LAU SOON POO** (NRIC No. S1635402C), of care of 160 Sin Min Drive #06-06 Sin Min Autocity Singapore 575722, do solemnly and sincerely affirm and say as follows:

- 1. Where the facts deposed to herein are within my personal knowledge they are true and whereas the facts deposed to herein are not within my personal knowledge they are derived from the documents which are in my possession, custody and power or from what I have been told and I verily believe them to be true.
- 2. I am the Director of Omega Auto Pte. Ltd., (hereinafter referred to as "Omega") dealing in repair and servicing of motor vehicles.
- 3. On or about 2/12/19 motor vehicle registration no. YP 6245R (hereinafter referred to as "YP 6245R") was sent to Omega for repair. I understand that it was involved in a road accident on 29/11/19.
- 4. I understand that Pre-Repair Inspection ("PRI") notice was sent by the Plaintiffs' solicitors the Defendants' insurers on or about 4/12/19.

- 5. Prior to repair, YP 6245R was surveyed by Mr. Michael Ee of KM Auto Assessors Pte. Ltd. (hereinafter referred to as "KM Auto"). The recommended cost of repair by KM Auto was the lump sum of \$ 14,900.00 and the estimate period for repair was 24 days.
- 6. Repairs were completed on or about 13/01/20 and the cost of repair was \$ 15,943.00 inclusive of GST (i.e. \$ 14,900.00 as per KM Auto's recommendation plus GST).
- 7. Prior to repair, YP 6245R was also inspected by a surveyor from LKK Auto Consultant Pte Ltd (hereinafter referred to as "LKK"), namely one, Mr. Xing Guo Qiang.
- 8. Both KM Auto and LKK recommended cost of repair on a lump sum basis. When repair is undertaken on lump sum basis, the repairer is at liberty to:
 - (1) Replace any damaged parts with used, reconditioned or new parts.
 - (2) Repair any damaged body parts that the repairer is confident and capable of repairing to a roadworthy condition and to the entire satisfaction of the owner.
- 9. In this regard, I respectfully refer the court to the letter from the Singapore Automobile Appraiser Association dated 07/01/14, a copy of which is exhibited herein.
- 10. I have read the inspection report by LKK. There are some disputed items and I wish to address the same. The photographs annexed to KM Auto's report have been numbered for ease of reference and the photographs referred to below are the photographs annexed to KM Auto's report.
- 11. With regard to the disputed items, I wish to say the following:-
 - (i) <u>Cabin rear windscreen glass rubber</u>: LKK's report stated that this item was serviceable.

comment: not consistent with accident

- (a) As evidenced by the photographs taken by KM Auto namely photographs no. 89, 90, 92, 93, 94, 95 and 96, the said glass rubber was twisted and deformed. As it was rubber, it could not be repaired. Further, it was in any event necessary to replace the rubber because the rear windscreen had to be removed for the purpose panel beating the rear cabin and once the rear windscreen was removed, the cabin rear windscreen rubber would be damaged and cannot be re-used.
- (ii) <u>1 piece cab front panel sealant</u>: LKK's report stated that this item was serviceable.

comment: not necessary to use

- (a) The cab front panel assy had to be removed for the purpose of panel beating and once the cab front panel assy was removed, the cab front panel sealant would be damaged and had to be replaced. I therefore do not agree that this item was not necessary.
- (iii) <u>1 set front grille clips</u>: LKK's report stated that this item was serviceable.

comment: not necessary to change

- (a) This item was necessary because as evidenced by photographs no. 102, 104, 105 and 107, the front grille clips were damaged.
- (b) Front grille clips are the plastic clips that hold the front grille. The front grille of YP 6245R was made of plastic and it had to be replaced.
- (c) When the damaged front grille was removed, the front grille clips, being made of plastic, were damaged and could not be re-used.
- (iv) <u>1 piece front no. plate</u>: LKK recommended \$ 15.00 for this item whereas KM Auto recommended \$ 30.00.

comment: it's base on market rate

(a) I do not agree with LKK's recommendation because the market price for number plates range between \$ 25.00 and \$ 35.00 each.

(vi) <u>1 piece tailgate mounting crossbar sticker</u>: LKK recommended \$ 30.00 for this item whereas KM Auto recommended \$ 80.00.

comment: it's base on market rate

- (a) I do not agree with LKK's recommendation because for this item, the supplier was the one who supply and paste the sticker. The supplier had to come to our workshop to do the job and I have not come across a supplier who would supply and paste sticker at a sum of \$ 30.00. The market rate for supply of the sticker plus the labour of pasting it is in the range of between \$ 80.00 to \$ 100.00.
- (vii) 1 set tailgate hydraulic cylinder pumps assy –short: LKK recommended \$ 400.00 for this item whereas KM Auto recommended \$ 2,400.00.

comment: during after repair inspection I found 2 items used back after repair, the benefit of the doubt I can only approved for labour.

- (a) I do not agree with LKK's recommendation because a brand new tailgate hydraulic cylinder pumps assy short cost around \$ 2,400.00. I shall address further on the cost of this item below.
- (viii) 1 set tailgate hydraulic cylinder pumps assy -long: LKK recommended \$ 400.00 for this item whereas KM Auto recommended \$ 3,000.00.

comment: during after repair inspection I found 2 items used back after repair, the benefit of the doubt I can only approved for labour.

- (a) I do not agree with LKK's recommendation because a brand new tailgate hydraulic cylinder pumps assy long cost around \$ 3,000.00.
- (b) With regard to both the tailgate hydraulic cylinder pumps assy short and tailgate hydraulic cylinder pumps assy long, when I knew that these two parts had to be replaced, I started sourcing and checking with suppliers for availability and cost of both new and re-conditioned ones. I contacted Ng Wah Hong Enterprise Pte Ltd to inquire on the costs of these parts and I was verbally informed that new tailgate hydraulic cylinder pumps assy short cost \$2,400.00 (excluding GST) and new tailgate hydraulic cylinder pumps assy long cost \$3,000.00 (excluding GST).
- (c) At that time I did not ask for a written quotation from Ng Wah Hong Enterprise Pte Ltd. Subsequently, I managed to obtained re-conditioned

- parts which cost about \$ 1,200.00 for tailgate hydraulic cylinder pumps assy short and about \$ 1,500.00 for tailgate hydraulic cylinder pumps assy long.
- (d) For the purpose of proving the cost of new parts in respect of these two items, I have obtained a written quotation from Ng Wah Hong Enterprise Pte Ltd, a copy of which is exhibited herein.
- (viii) <u>2 pieces rear lamps assy</u>: LKK's report stated that this item was serviceable. comment: during after repair inspection I found 2 items used back after repair. the mentioned photos not showing any damages.
 - (a) I do not agree with LKK's recommendation because as evidenced by photographs no. 9, 10, 12, 22, 23, 24, 27, 45 and 47 the rear lamps assy were damaged.
 - (ix) 2 pieces rear lamps brackets: LKK's report stated that this item was serviceable.

comment: during after repair inspection I found 2 items used back after repair. the mentioned photos not showing any damages.

- (a) I do not agree with LKK's recommendation because as evidenced by photographs no. 9, 10, 12, 22, 23, 24, 27, 45 and 47 the rear lamps brackets were damaged.
- (x) <u>1 pieces rear no. plate</u> :: LKK recommended \$ 15.00 for this item whereas KM Auto recommended \$ 30.00.

COMMENT: IT'S BASE ON MARKET RATE

- (a) I do not agree with LKK's recommendation because number plates cost between \$ 25.00 and \$ 35.00 each.
- (xi) 1 piece rear no. plate bracket: LKK recommended \$ 30.00 for this item whereas KM Auto recommended \$ 45.00.

COMMENT: IT'S BASE ON MARKET RATE

(a) I do not agree with LKK's recommendation because number plate brackets cost between \$ 40.00 and \$ 50.00 each.

(xii) <u>1 piece rear underrun bumper assy</u>: LKK's report stated that this item was serviceable.

comment: during after repair inspection I found this item used back after repair. the mentioned photos not showing any damages.

- (a) I do not agree with LKK's recommendation because as evidenced by photographs no. 53, 54, 55, 56, 57, 58, 58, 60, 61, 62, 63, 64, 65, 66, 67, 68, 74, 76, 78, 80, 197, 199, 200 202, 210 and 211, the rear underrun bumper assy was bent and displaced.
- (b) For the purpose of comparison, I respectfully refer the court to photographs no. 263 and 267 which show the post repair underrun bumper assy.

LABOUR

(xiii) Remove necessary cabin interior upholsterys and fittings to enable necessary repairs, check and refit the same: LKK recommended \$ 60.00 for this item whereas KM Auto recommended \$ 120.00.

comment: it's base on industry practice

- (a) Based on the Singapore Automobile Appraisers Association guide published in 2008, the labour charge for this portion of the work ranges between \$ 60.00 and \$ 120.00. The said guide was published 12 years ago and taking into account amount of work required and inflation, the recommendation of \$ 60.00 (lowest in the range) by LKK is too low.
- (xiv) Remove cabin rear windscreen glass to enable necessary repair, renew glass rubber and refit glass assy: LKK's report stated that this item was not necessary.

comment: not consistent with accident

(a) As evidenced by photographs no. 89, 90, 91, 92, 180, 181, 182, 183, 184, 188, 189, 191, 192, 193, 194, 195, 196 and 198, the cabin rear was damaged. The cabin rear windscreen was removed so that panel beating could be done on the cabin rear. If the windscreen was not removed, the panel beating would cause it to crack. I therefore do not agree that this item was not necessary.

Dismantle and remove tailgate assy and fittings, check, straighten up and repair tailgate assy, tailgate mounting crossbar assy, renew all hydraulic cylinder assy, refit, top up hydraulic fluid, reassemble, refit tailgate assy and test hydraulic system. Lift out and remove rear carriages' aluminium canopy assy to enable necessary repairs, check, lift up, refit and realign same, after necessary repairs. Disconnect, lift out rear carriage assy, repairs and rebuild carriage assy, including repairs to front reinforcement frame assy, n/s sidegate assy and hinges, carriage rear body crossmember, n/s body side member and floorboard assy, lift up, refit, realign same on main chassis frame assy. Paint rear carriage assy. Remove lamps, necessary wirings and electrical fittings to enable necessary repairs, check, replace damaged parts, refit same, test electrical circuit.

LKK recommended \$ 800.00 for the aforesaid labour whereas KM Auto recommended \$ 3,200.00.

comment: it's base on industry practice

- (a) This part of the labour was sub-contracted to Ng Wah Hong Enterprise Pte Ltd as they specialize in the repairing of tailgate assy. The cost charged by Ng Wah Hong Enterprise Pte Ltd was already \$ 2,800.00 plus GST i.e. \$ 2,996.00. Hence, I do not agree with LKK's recommendation.
- (xvi) <u>Jack out, straighten up and realign main chassis frame assy</u>: LKK's report stated that this item was not necessary.

comment: the mentioned photos not showing any chassis repair job

(a) As evidenced by photographs no. 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 and 219, the chassis frame was bent and needed to be straighten. Before the chassis frame could be straighten, jack out would be necessary and after straightening the chassis frame, it has to be realigned. Hence, I do not agree that this item was not necessary.

- 12. Annexed hereto and collectively marked "LSP-1" are copies of :-
 - (i) Repair Bill from Omega for the sum of \$ 15,943.00 inclusive of GST.
 - (ii) Automobile Inspection Report from KM Auto dated 13/01/20.
 - (iii) Pre-Inspection Report from LKK.
 - (iv) Letter from Singapore Automobile Appraisers Association dated 7/01/14.
 - (v) Revision of Recommended Guidelines for Labour Charges & Painting Rates by the Singapore Automobile Appraisers Association.
 - (vi) Quotation from Ng Wah Hong Enterprise Pte Ltd for tailgate hydraulic cylinder pumps assy short and tailgate hydraulic cylinder pumps assy long.
 - (vii) Invoice from Ng Wah Hong Enterprise Pte Ltd dated 28/12/19.
 - (viii) Pre-Repair Inspection (PRI) Memo 2.

Affirmed by the abovenamed

LAU SOON POO

on this 1 9 NOV 2020

at Singapore

Before me

Before me

A COMMISSIONER FOR OATHS

Singapore

This is the exhibit marked "LSP-1" referred to in the Affidavit of LAU SOON POO affirmed before me on this day of 19 NOV 2020 2020.

Before me,





COMMISIONER FOR OATHS

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OMEGA AUTO PTE. LTD.

160 Sin Ming Drive #06-06 Sin Ming Autocity Singapore 575722 Tel: (65) 6543 9807 Fax: (65) 6909 3396

Business Reg. No.: 200205188K GST Reg. No.: 200205188K

PROFORMA INVOICE

Vehicle No. : YP6245R

Make/Model : MITSUBISHI CANTER

DOA : 29-Nov- 2019

Invoice No : PI/20-Feb-001

Date : 17 Feb 2020

Terms : 30 Days

M/s: SWEE BEE CONTRACTOR PTE LTD

140 Paya Lebar Road #09-08 AZ@Paya Lebar Singapore

409015

S/No Description

1. Total repair cost for YP6245R

Total Amount

14,900.00

Sub Total: 14,900.00

Add GST 7%: 1,043.00

Amount Due: 15,943.00

(Singapore Dollars: Fifteen Thousand Nine Hundred Forty Three Only)

Omega Auto Pte. Ltd.

Authorised Signature



KM AUTO ASSESSORS PRE: LTD. losorance Loss Assessors / Applicars

20 Casparina Walk Singapore 574086

T 6448 8208 F 6552 7277

modisemp@chococostouemail.di

- Briga No. 2009073402

AUTOMOBILE INSPECTION REPORT

NO.

9/12/TP005/R

To:	SWEE BEE CONTRACTOR PTE LTD						MAXIM CONTRACT		
	140 PAYA LEBAR ROAD #09-08 AZ @ PAYA LEBAR S'PORE 409015								
General Condition	: Poor/Fair/Good/Excellent			***************************************					
Reg No.	YP 6245 R	Make/Model	MiTSUBIS	SISHI CANTER FEB21ER4SDEB (CBU) LORRY WHYDRAULIC TAILGATE Year		Year	2017	William Traperty	
Engine No.	4P10C48555	Chassis No.	FEB2	21EA21375 c		Colour	White		
Condition of Tyres					Speedome	ter Reading - Km		116604	
Front NiS	B/STONE 195/85R15	worn	40	%	Front O/S	B/STONE 195/85R15	worn	40	9%
Rear N/S	(OUTER) B/STONE 195/85R15	worn	30	%	Rear O/S	(OUTER) B/STONE 195/85R15	worn	30	%
Rear N/S	(INNER) B/STONE 195/85R15	worn	30	%	Rear O/S	(INNER) B/STONE 195/85R15	worn	30	%
As Requested By	Yours	SELF			On	9-Dec-20		The Above V	'ehicle
Was Inspected At	(9-Dec-20) OMEGA A	UTO PTE	LTD B	LK 2	1 SEC A	SIN MING IND EST #01-42	S'PO	RE 57567	9

The ordermentoned Damage Was Noted.

Rear carriage assy, pushed forward and displaced, carriage tailgate assy, dented, bent and displaced, hydraulic cylinder pumps assy, bent, shifted and jammed, brackets bent, mounting crossbar assy, bent, no. plate bent and folded, n/s rear lamp assy, cracked and dislodged, bracket bent, o/s rear lamp assy, and bracket displaced, underrun bumper assy, bent and displaced, chassis frame assy, bent, carriage rear body crossmember bent, n/s body side member twisted, n/s sidegate assy, twisted and dislodged, rear hinges twisted, carriage floorboard bent.

Front cabin roof top panel rear portion dented and bent, rear body panel dented and bent, cabin rear windscreen glass assy. dislodged, rubber twisted, cabin rear reinforcement frame assy. bent.

Cabin front wiper garnish bent and dislodged, cab front panel dented and bent, both corner panels bent and shifted, front sides wing mirrors' displaced, brackets assy, bent, cabin front panel dented and bent, front grille assy, bent and dislodged, n/s signal lamp broken, n/s headlamp cracked, n/s sidelamp dislodged, o/s signal lamp, headlamp and sidelamp assy, dislodged, front bumper assy, twisted and flattened, n/s side guard dented, cut, bent and displaced, o/s side guard grazed, no. plate twisted and flattened, chassis frames and front crossmember bent.

Photographs:-	268 Copies	were taken at time of inspection and are attached.		
The Repairers estimate was for a tol		\$	25,434.00	AND THE PROPERTY OF THE PROPER
After adjustment the estimate was re	evised and agreed at	\$	18,626.50	

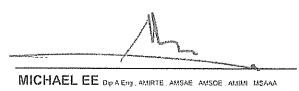
SPECIAL REMARKS

The Repairers were NOT AUTHORISED to proceed with the repairs.

Survey was carried out without prejudice.

The above were due to impacts to the rear and frontal portions of the vehicle.

Alternatively, we recommend that repairs be carried out on a Lump Sum basis instead, @\$14,900/- Nett.



KM AUTO ASSESSORS PT.L. LTD. Insurance Loss Assessors / Adjusters

AP PENDIX 'A'

TO REPORT NO:

9/12/TP005/R YP 6245 R 28 Casuarina Walk Singapore 574086

T 6448 8208 F 6552 7277

E kmautoassessors@gmail.com Regn. No. 200907340Z

Note the of Monte and Motorials	Repairers Estimate	D	Amount Revised
Nature of Work and Materials	\$	Remarks	\$
1 pce cabin rear windscreen glass rubber	97.00	twisted, deformed - necessary	07.00
1 pce front windscreen glass rubber	190.00	necessary	97.00 190.00
1 pce cab front panel assy.	1,300.00	dented & bent	1,300.00
1 pce cab front panel "FUSO" plate	65.00	necessary	65.00
1 pce front grille assy.	520.00	bent, cracked, dislodged	520.00
1 pce front grille emblem	40.00	necessary	40.00
2 pcs headlamps assy.	680.00	n/s cracked, both lamps' fasteners snapped	680.00
2 pcs sidelamps assy.	240.00	not damaged	000.00
2 pcs front signal lamps assy.	532.00	n/s broken, o/s fastener snapped	532.00
1 pce front bumper	550.00	twisted & flattened	550.00
2 pcs front bumper brackets	220.00	1	
2 pcs front bumper side guards	660.00	1pce only - twisted	110.00
1 pce air con heater box assy.		n/s dented, cut, o/s fastener snapped	660.00
i poe air con neater box assy.	1,750.00	housing dented, cracked	1,750.00
		1000 050/	6,494.00
	6 044 00	less 25%	1,623.50
	6,844.00		4,870.50
S.NETT			
1 pce cab front panel sealant	100.00	necessary	60.00
1 set front grille clips	30.00	necessary	21.00
1 pce front no. plate	60.00	twisted & flattened	30.00
1 set tailgate graphic stickers	300.00	necessary	180.00
1 pce tailgate "60km/h" sticker	20.00	necessary	10.00
1 pce tailgate "23 PAX" sticker	20.00	necessary	10.00
1 pce tailgate mounting crossbar sticker	150.00	necessary	80.00
1 set tailgate hydraulic cylinder pumps assy shor	1	bent, stiffened, jammed	2,400.00
1 set tailgate hydraulic cylinder pumps assy long	1	bent, stiffened, jammed	3,000.00
2 pcs rear lamps assy.	360.00	n/s only - cracked, displaced	180.00
2 pcs rear lamp brackets	160.00	n/s only - bent	80.00
1 pce rear no. plate	50.00	bent & folded	30.00
1 pce rear no. plate bracket	80.00	twisted	45.00
1 pce rear underrun bumper assy.	600.00	bent & displaced	350.00
r poor tour arrach arrachipor accy.	000.00	bent a displaced	000.00
LABOUR CHARGE - FRONT			
Remove necessary cabin interior upholsterys			
and fittings to enable necessary repairs,	280.00		120.00
check and refit same.			
Remove cabin rear windscreen glass to			
enable necessary repair, renew glass rubber	120.00		60.00
and refit glass assy.	120.00		00.00
and rem glass assy.			
c/	f 14,574.00		11,526.50
Total Amount Revised	tj 14,574.00 \$		11,520.50
Lump Sum Repairs Amount	 \$		
It is estimated that the repairs will take		days to complete.	



KM AUTO ASSESSORS PTE. LTD. Insurance Louis Assessors & Adjusters

28 Casutatina Walk

Smoapare 574086

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7 6448 3295

Roga ka 19050 3402

F 5552 7277 fill kmaintoassessers/jegmaalicom

APPENDIX 'A' TO REPORT NO: REGN. NO:

9/12/TP005/R YP 6245 R

Nature of Work and Materials	Repairers Estimate	Remarks	Amount Revised
b/f	14,574.00		11,526.50
Remove front windscreen glass assy., to enable necessary repairs, check and refit glass assy.	200.00		100.00
Remove dashboard panel assy. and steering column assy. to enable necessary repairs, check and refit same.	300.00		180.00
Remove necessary air con. parts and fittings to enable necessary repairs, check, replace damaged parts, refit same, vacuum and recharge gas.	250.00		120.00
Remove lamps, necessary wirings and electrical fittings to enable necessary repairs, check, replace damaged parts, refit same, test electrical-circuit and refocus headlights.	60.00		30.00
Remove damaged parts, jack and cut out damaged body panels, jack out, straighten up damaged body panels and repair body parts and fittings, whichever possible and necessary, replace and weld necessary damaged parts, refit and align whichever parts necessary. (incl. alignment of cabin structure.)	1,200.00		800.00
Paint replacement parts and repaint damaged sections with welded portions in and outside.	1,200.00		800.00
Rustproof replacement parts and touch-up damaged sections.	150.00		70.00
c/f	17,934.00		13,626.50
Total Amount Revised	\$		
ump Sum Repairs Amount is estimated that the repairs will take	\$	rs to complete.	

KM AUTO ASSESSORS PTE. LTD. Insurance loss Assessors / Adjusters

J.R. Cabinarima Walk Singapoin 57/1086

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APPENDIX 'A'

REGN. NO:

TO REPORT NO:

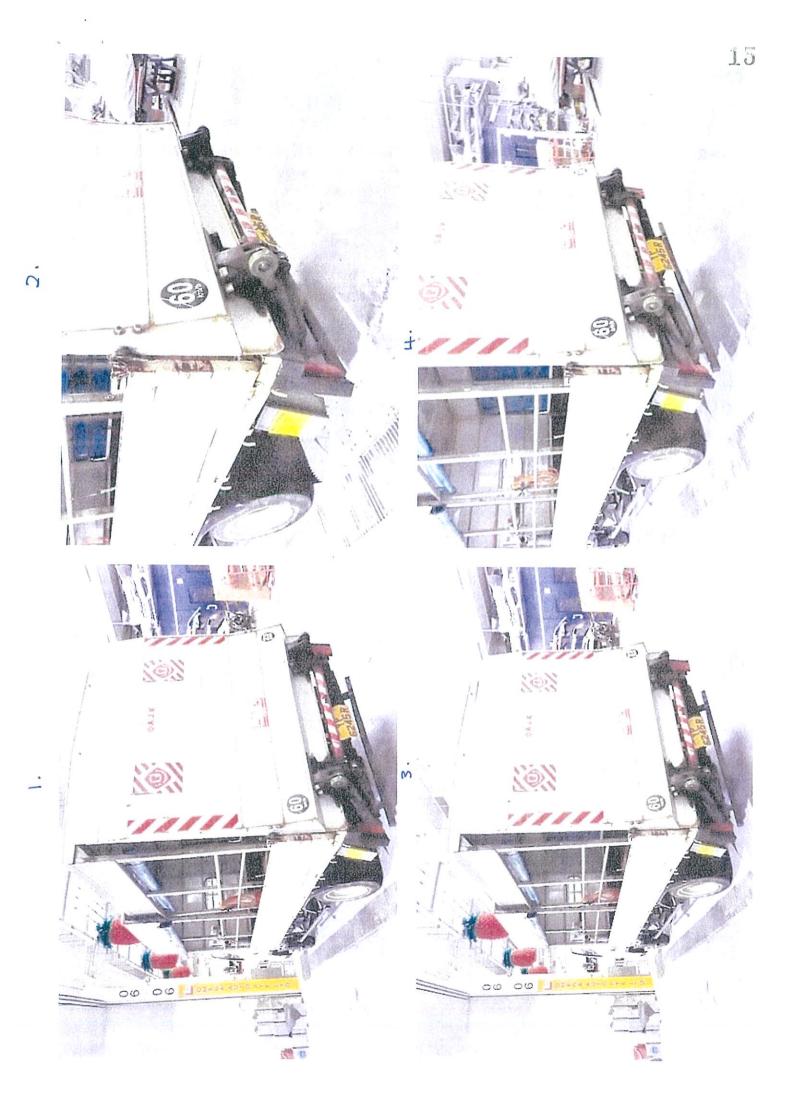
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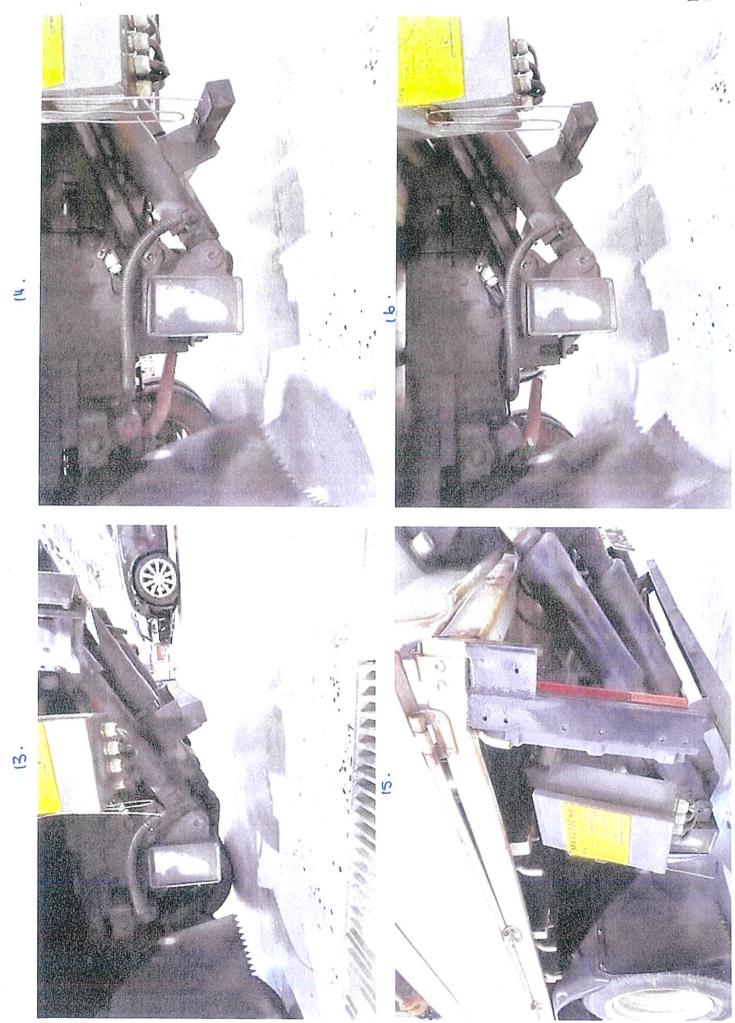
			E instit 7777 E kmauroussesserstägmail.com logn.tto 2004073402
Nature of Work and Materials	Repairers Estimate	Remarks	Amount Revised
b/f	17,934.00		13,626.50
LABOUR CHARGE - REAR Dismantle and remove tailgate assy. and fittings, check, straighten up and repair tailgate assy., tailgate mounting crossbar assy., renew all hydraulic cylinders assy., refit, top up hydraulic fluid, reassemble, refit tailgate assy. and test hydraulic system. Lift out and remove rear carriages' aluminium canopy assy. to enable necessary repairs, check, lift up, refit and realign same, after necessary repairs. Disconnect, lift out rear carriage assy., repairs and rebuild carriage assy., including repairs to front reinforcement frame assy., n/s sidegate assy. and hinges, carriage rear body crossmember, n/s body side member and floorboard assy., lift up, refit, realign same on main chassis frame assy. Paint rear carriage assy. Remove lamps, necessary wirings and electrical fittings to enable necessary repairs, check, replace damaged parts, refit same, test electrical-circuit.	4,500.00		3,200.00
Jack out, straighten up and realign main chassis frame assy.	3,000.00		1,800.00
TOTAL	25,434.00		18,626.50

Total Associate Davided		
Total Amount Revised Lump Sum Repairs Amount	\$ 18,626.50 \$ 14,000.00	
	\$ 14,900.00	
It is estimated that the repairs will take	TWENTY-FOUR days to complete.	





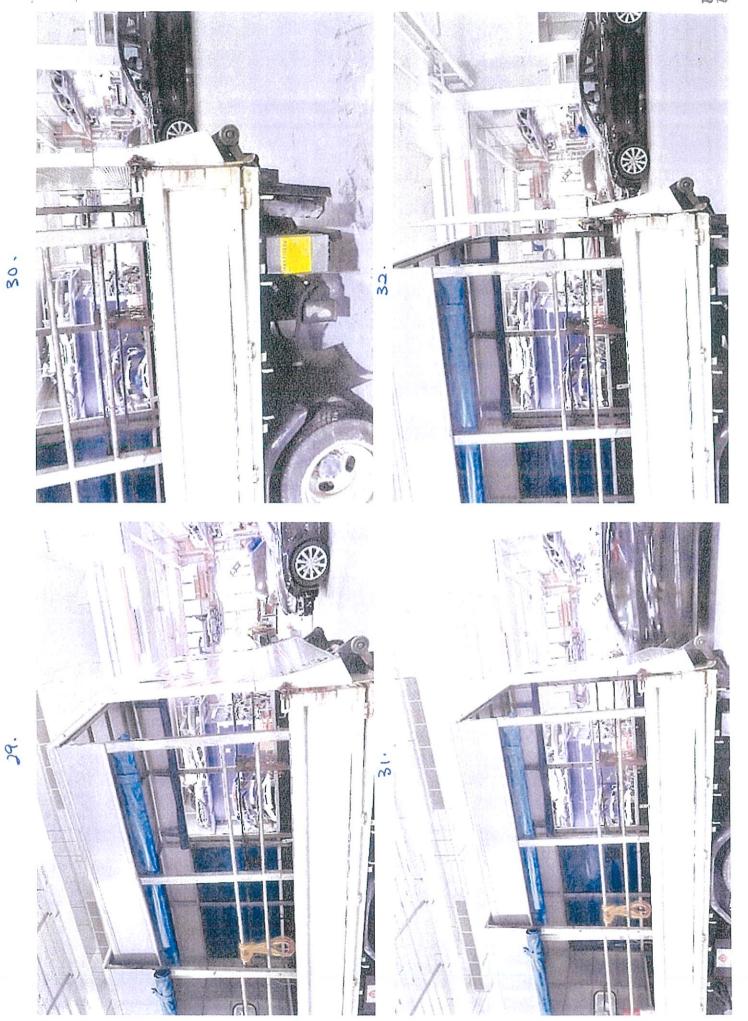


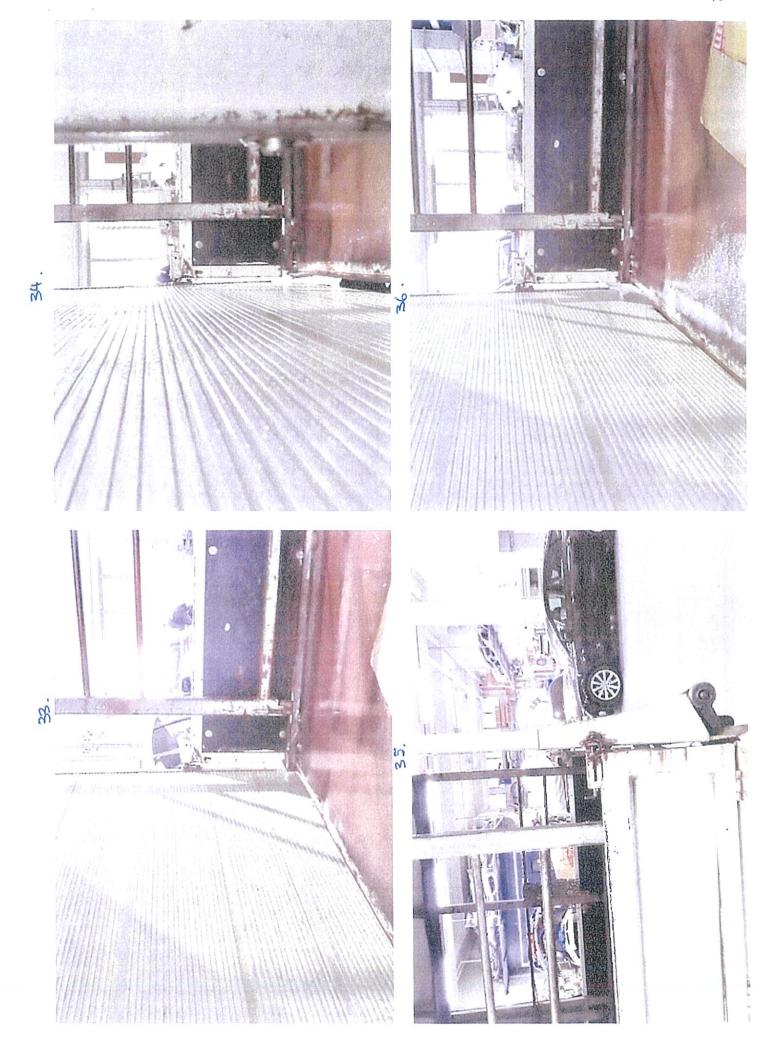






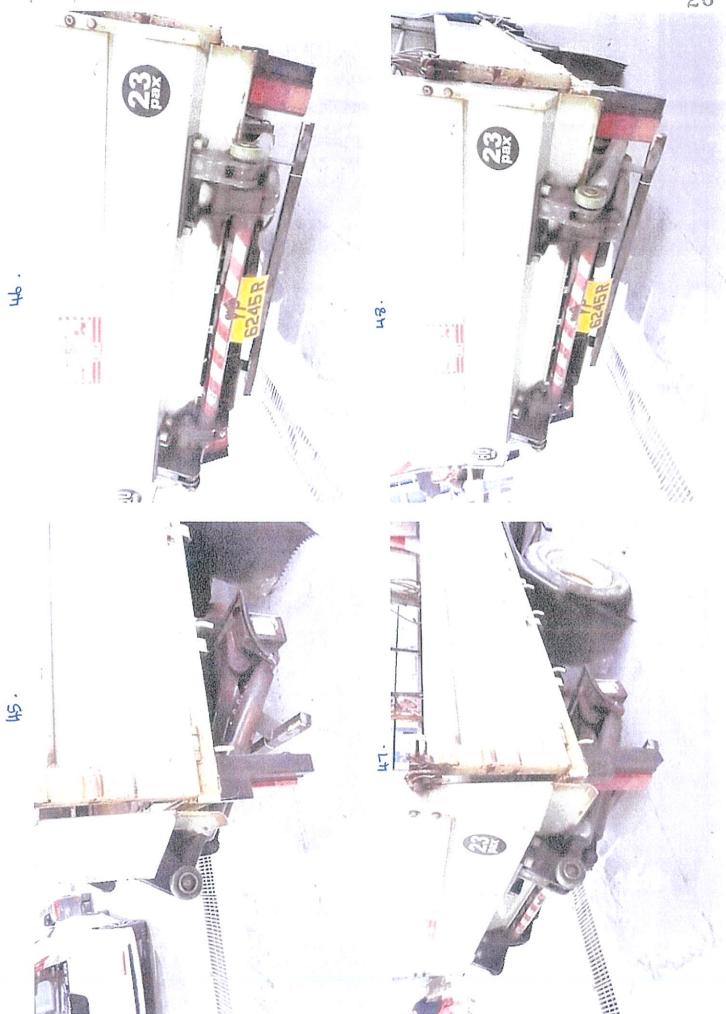




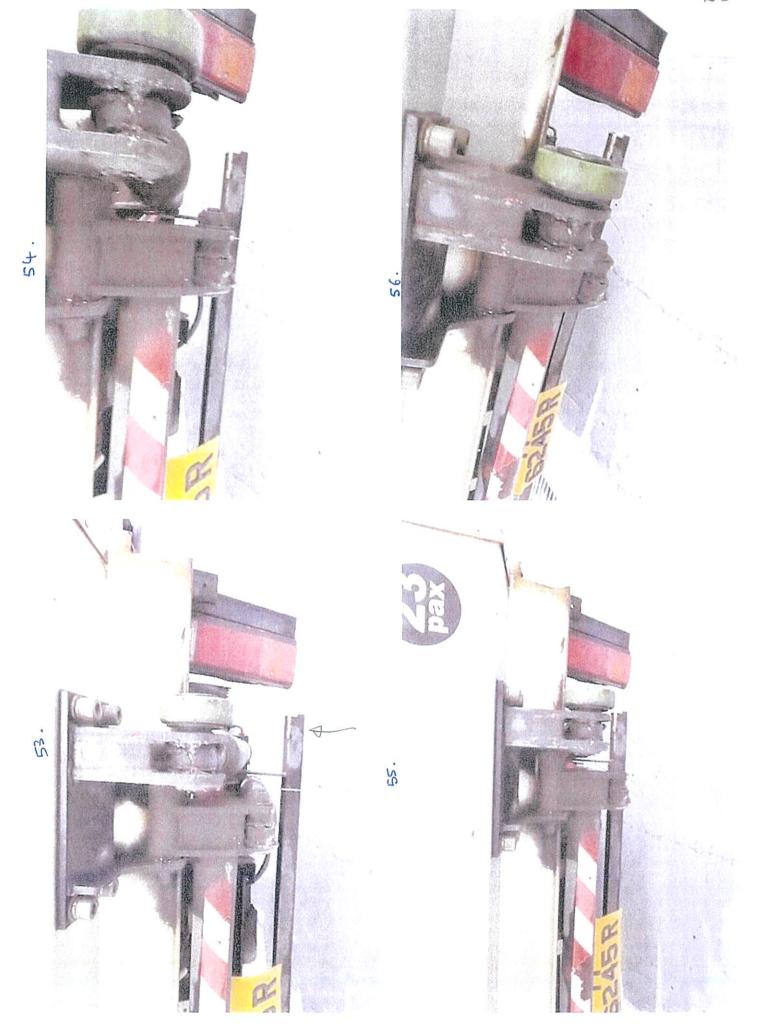




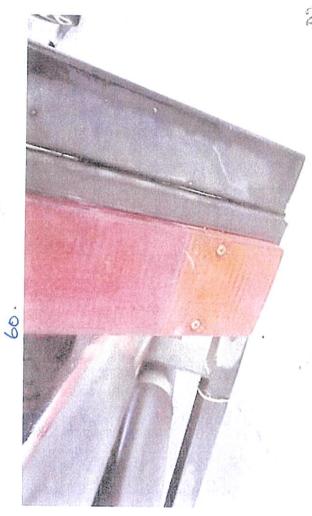


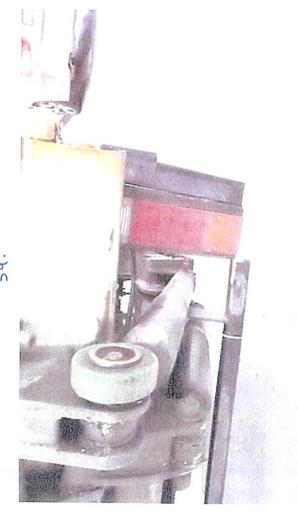




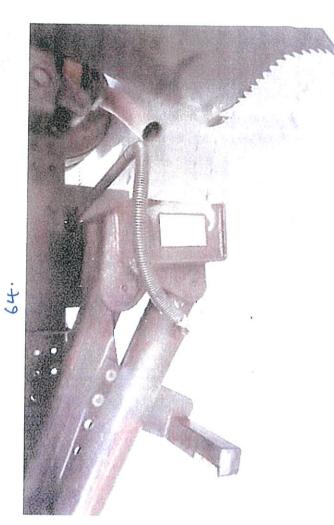








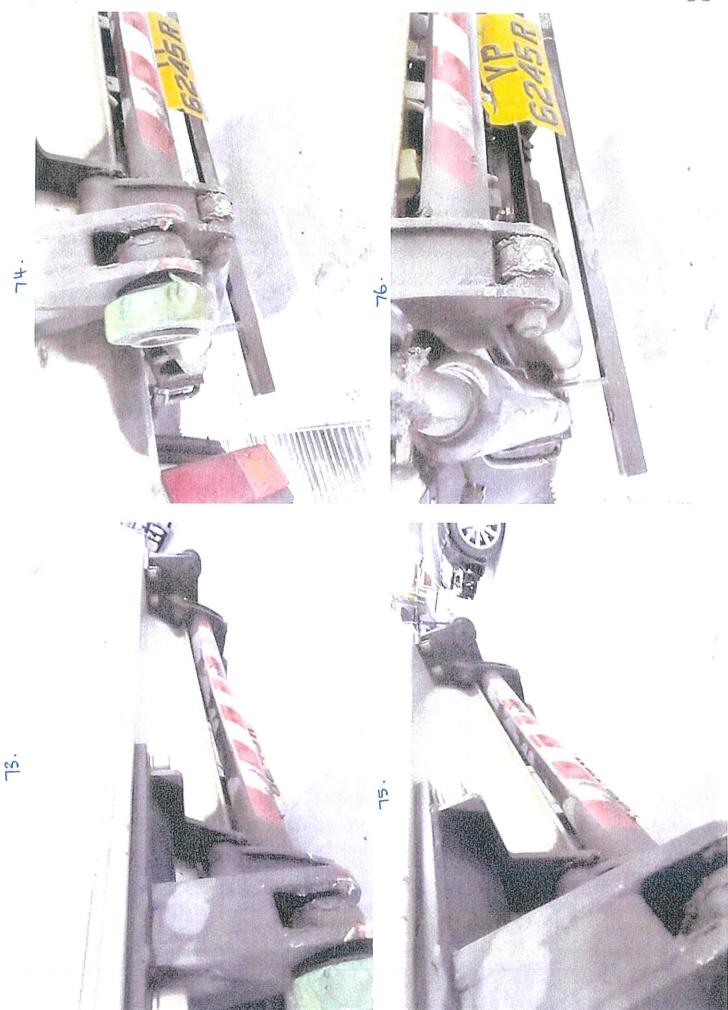




















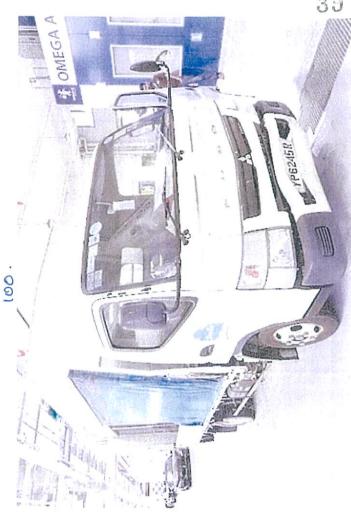




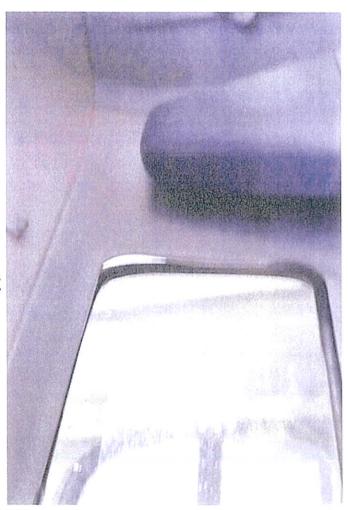


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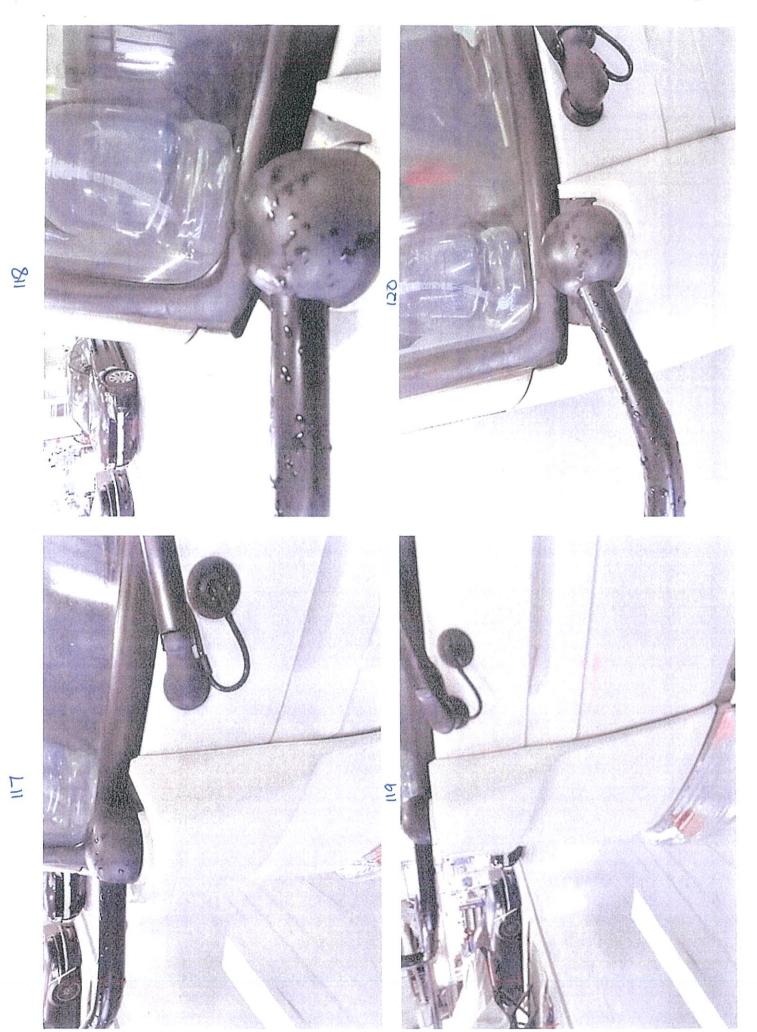


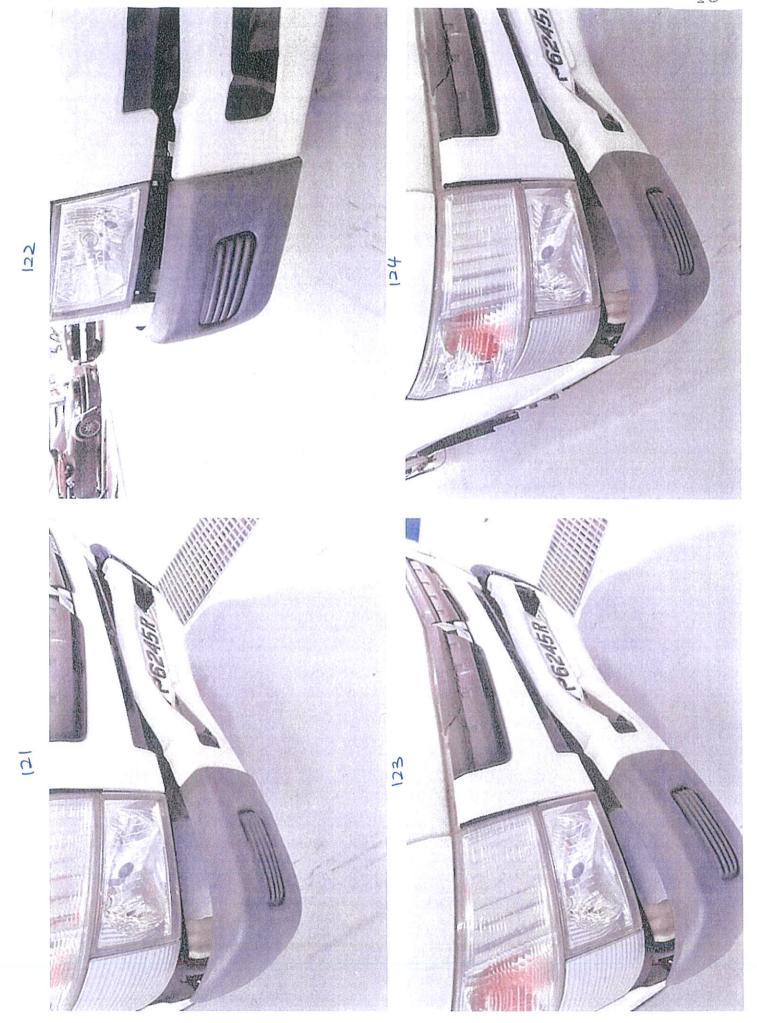


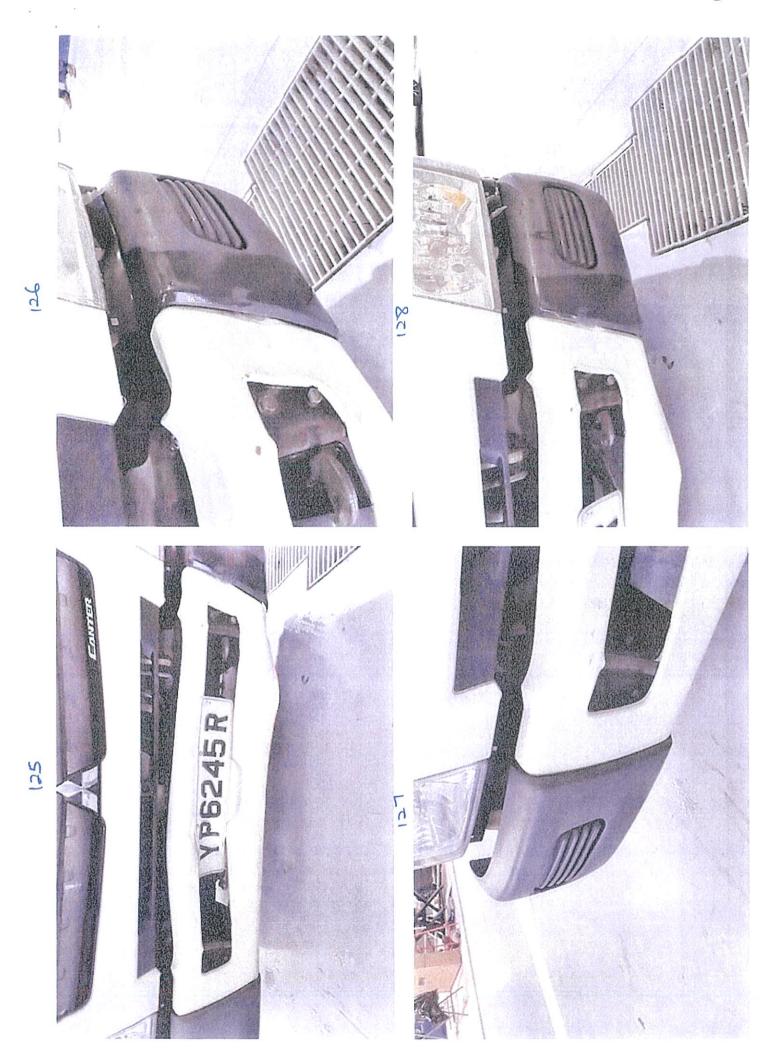




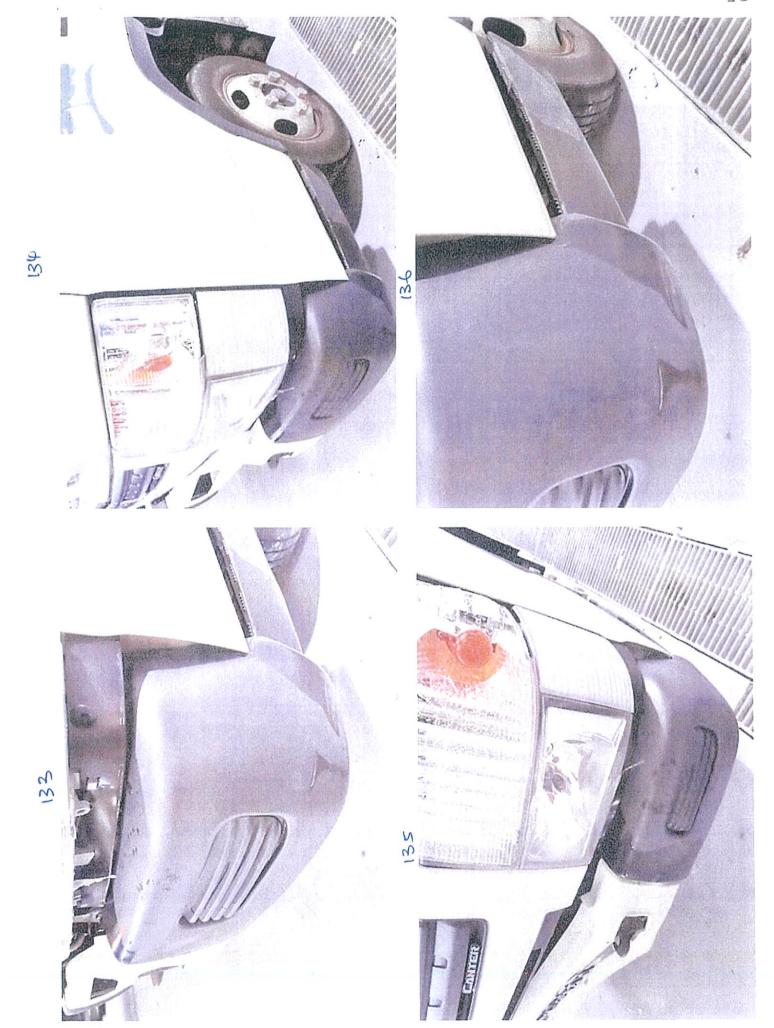


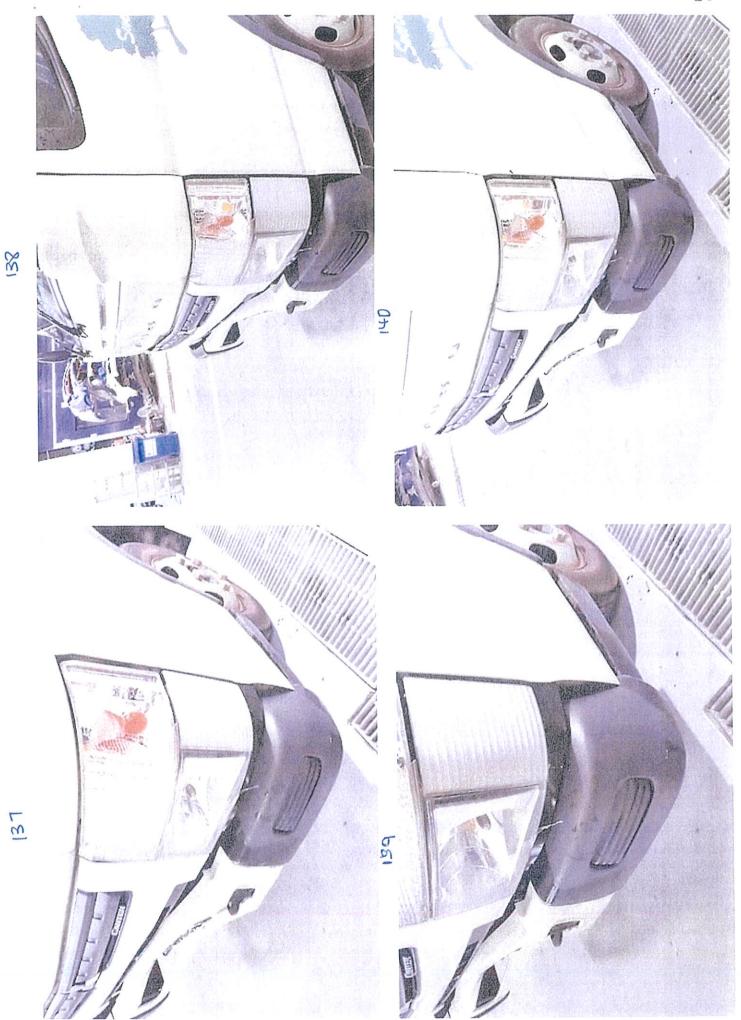






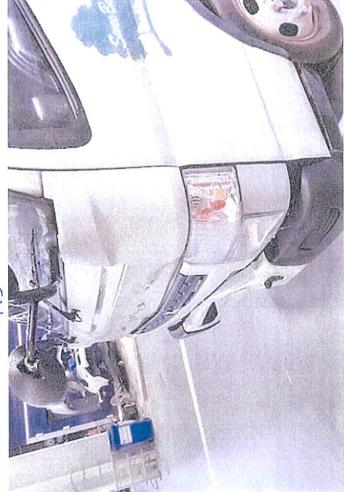
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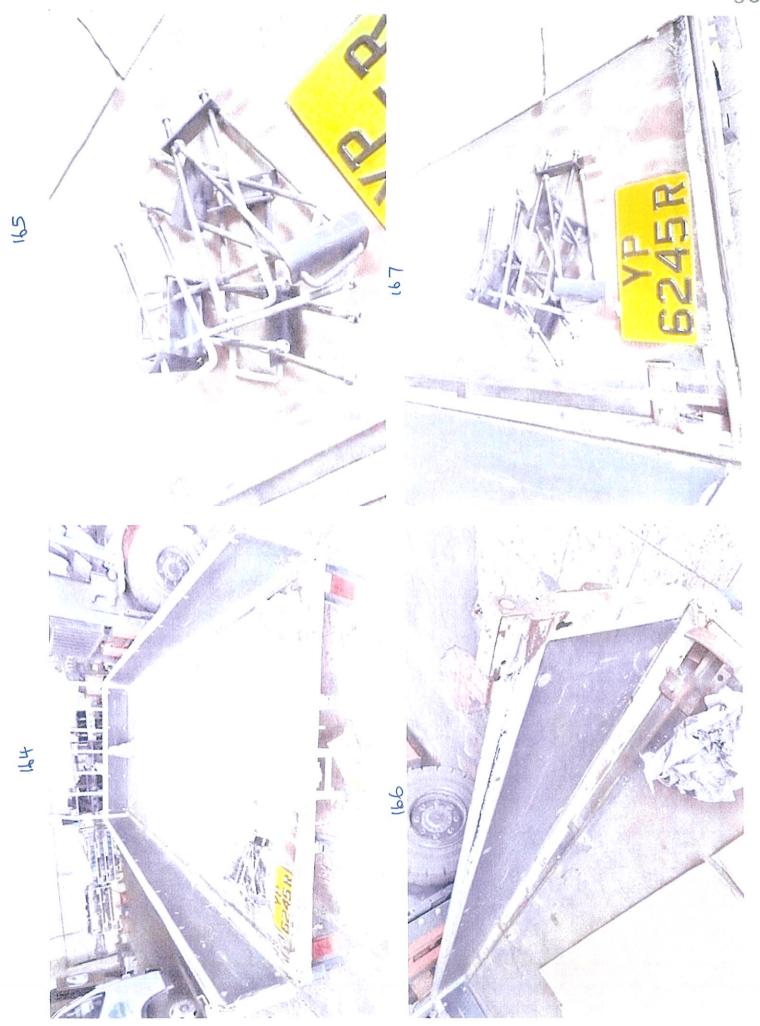
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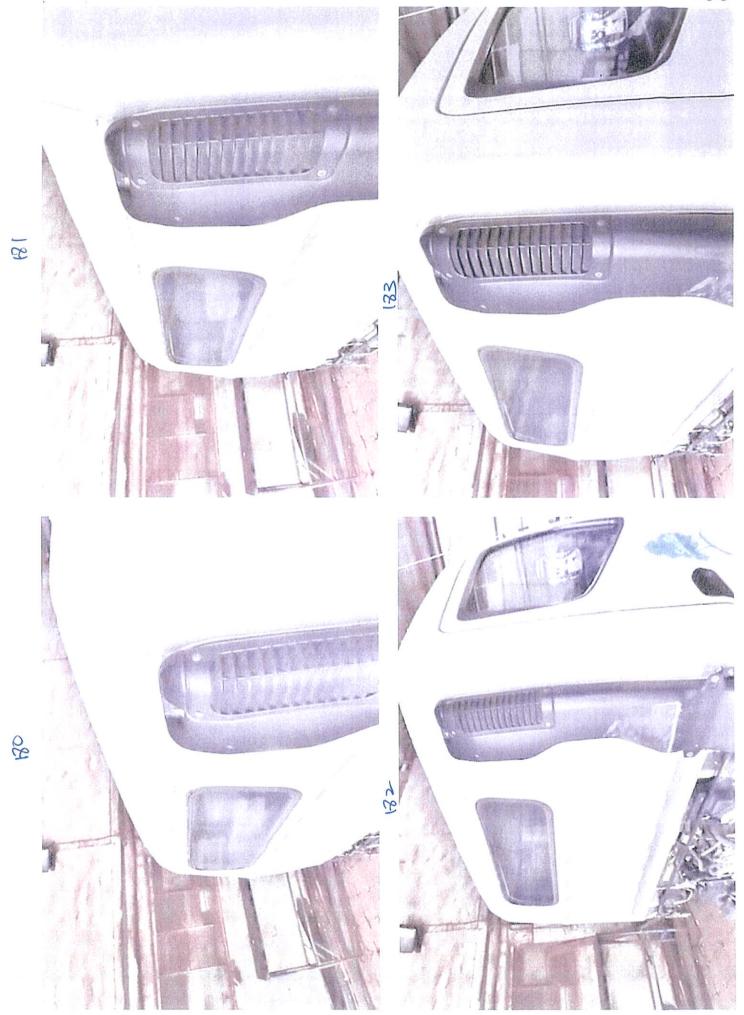


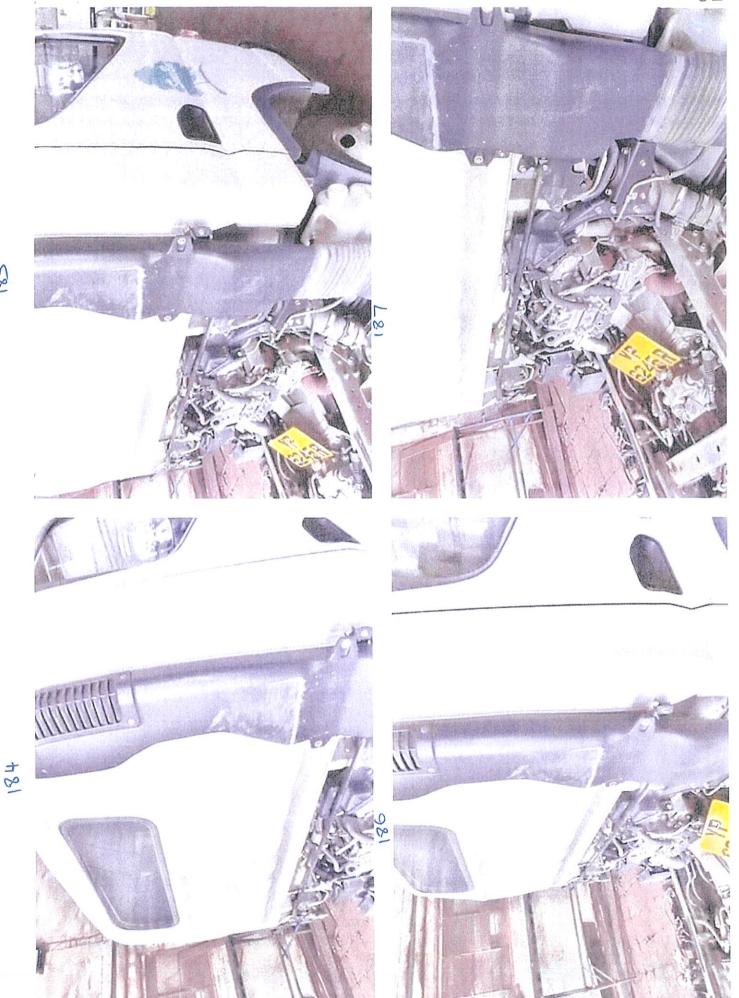




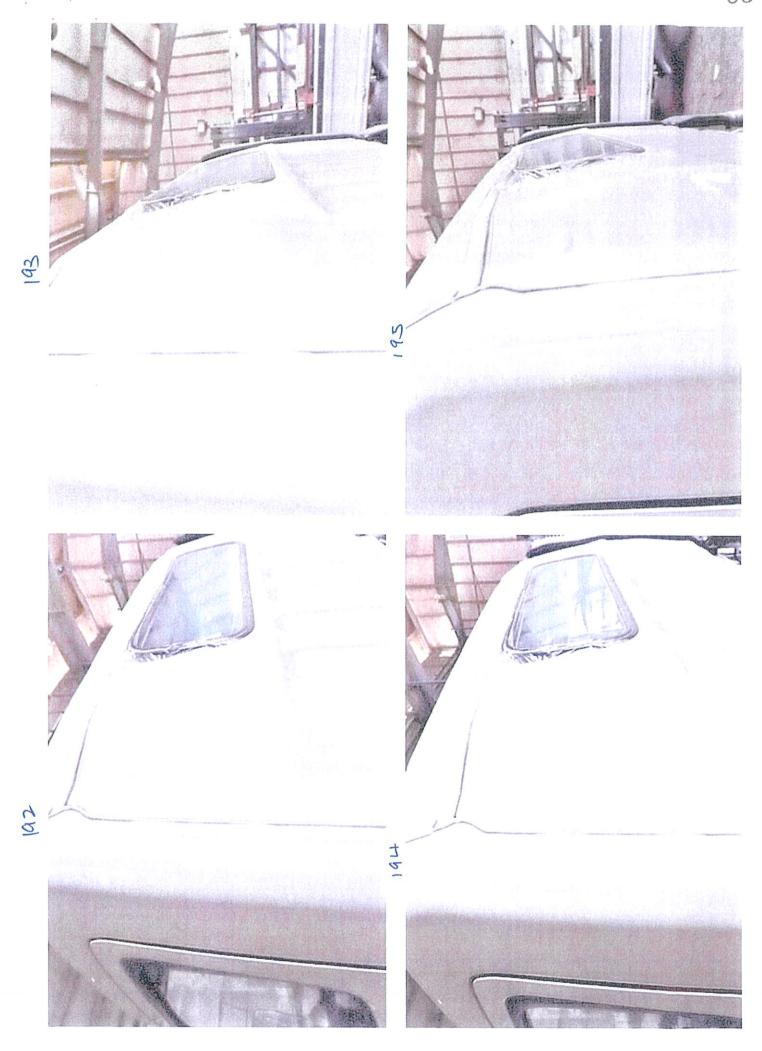




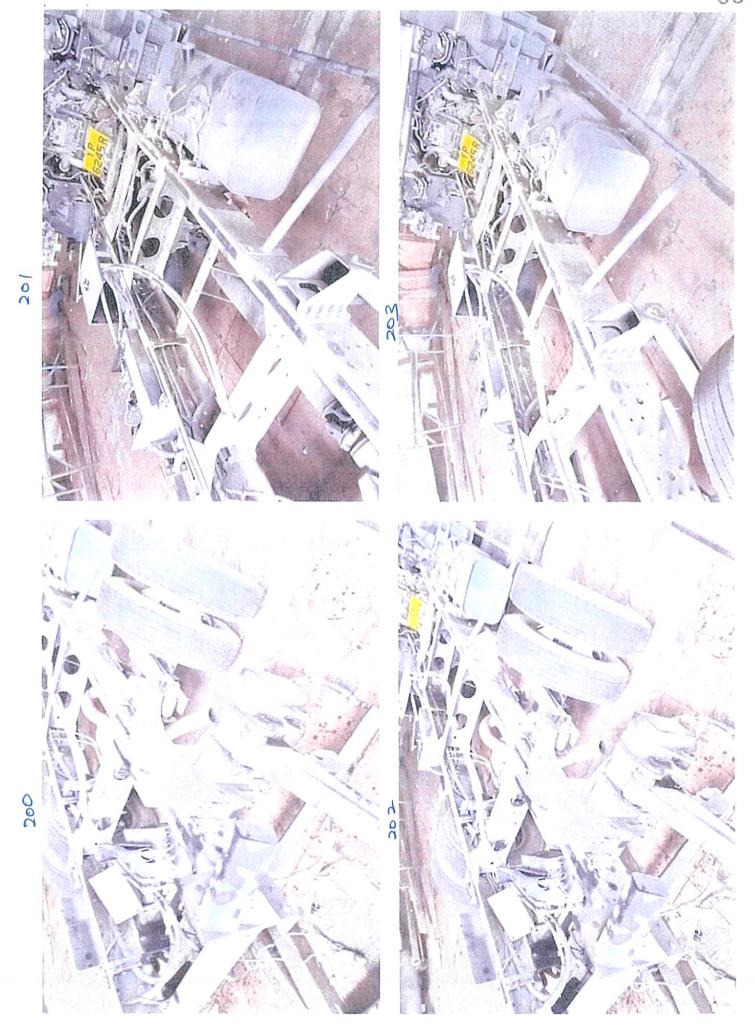


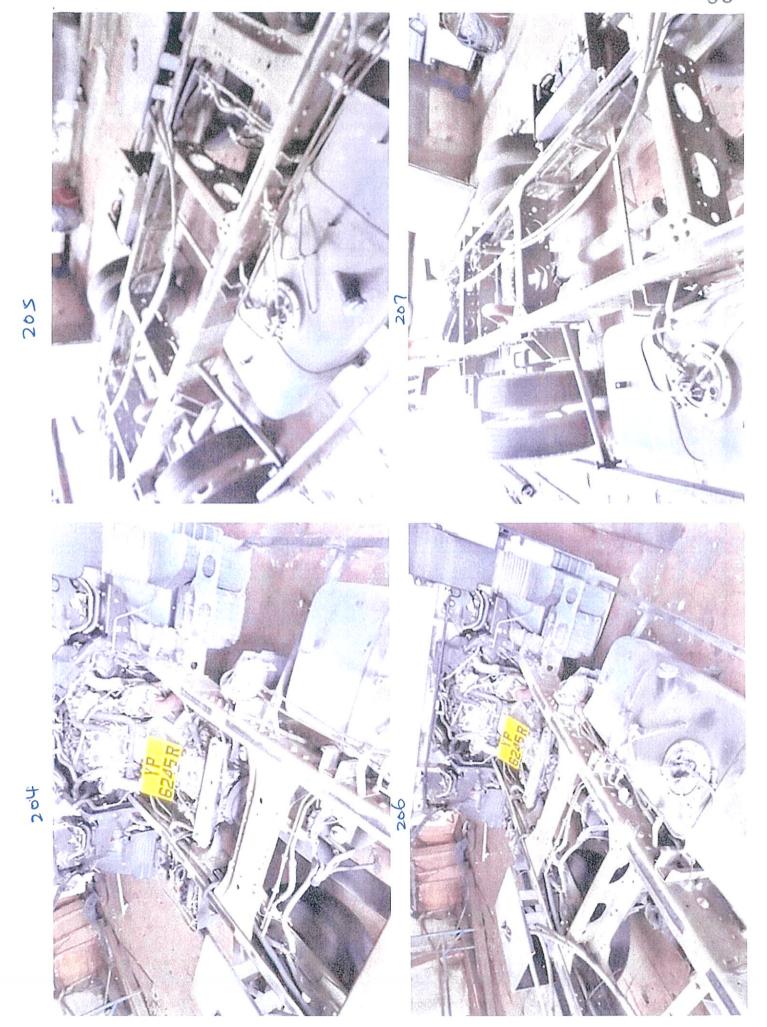


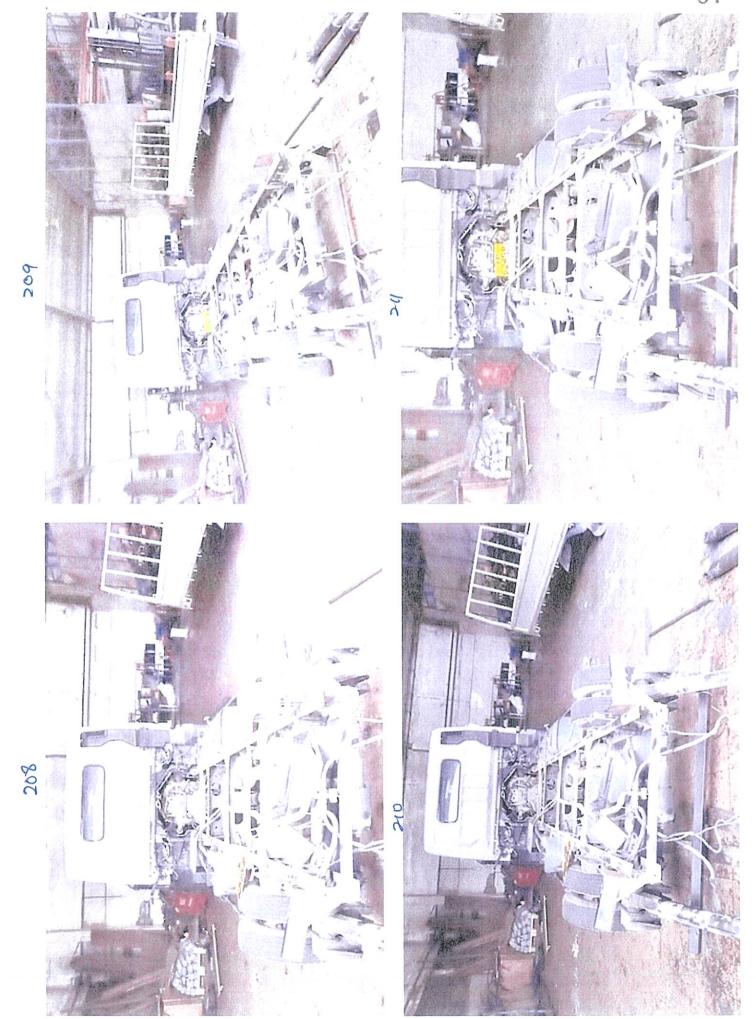






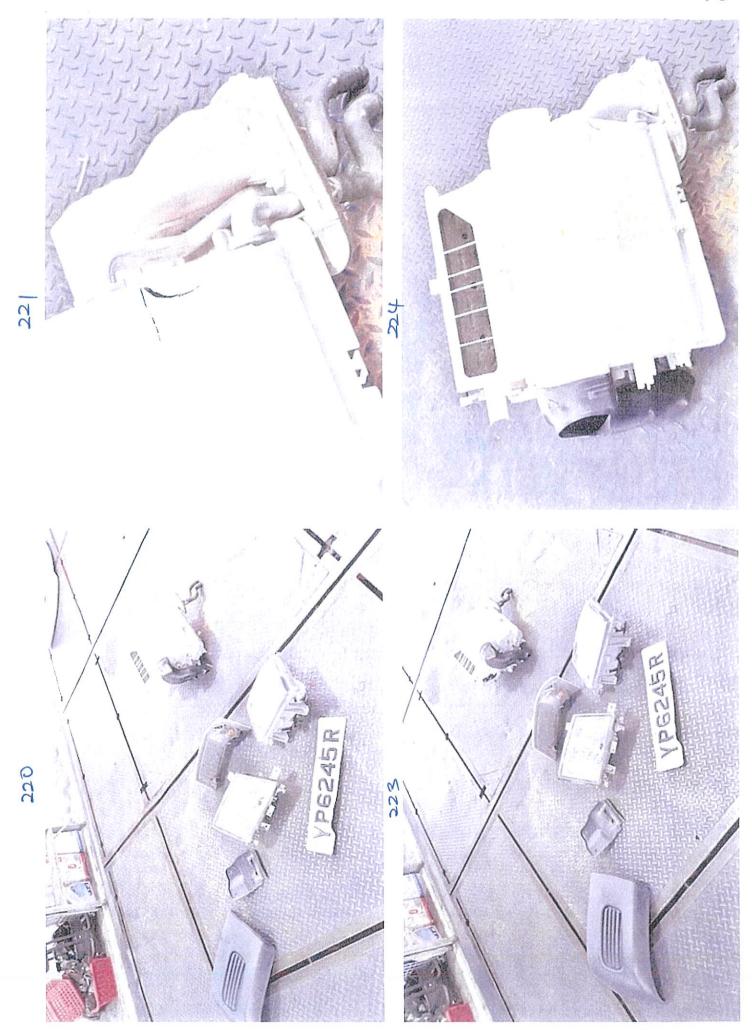




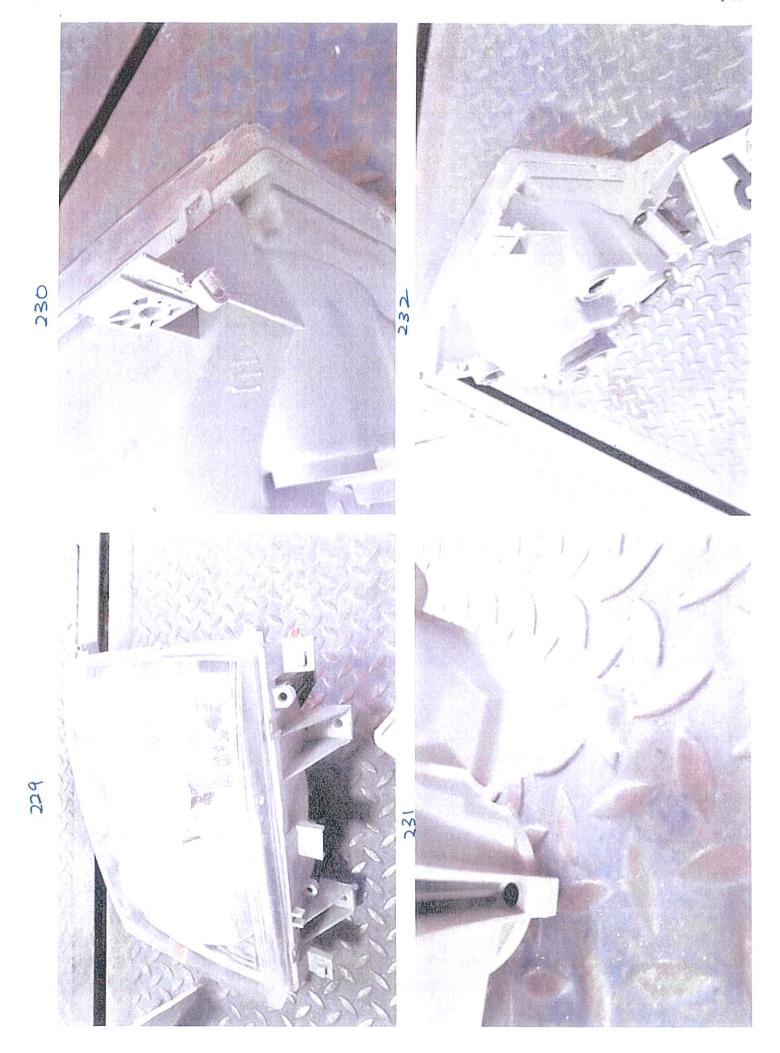


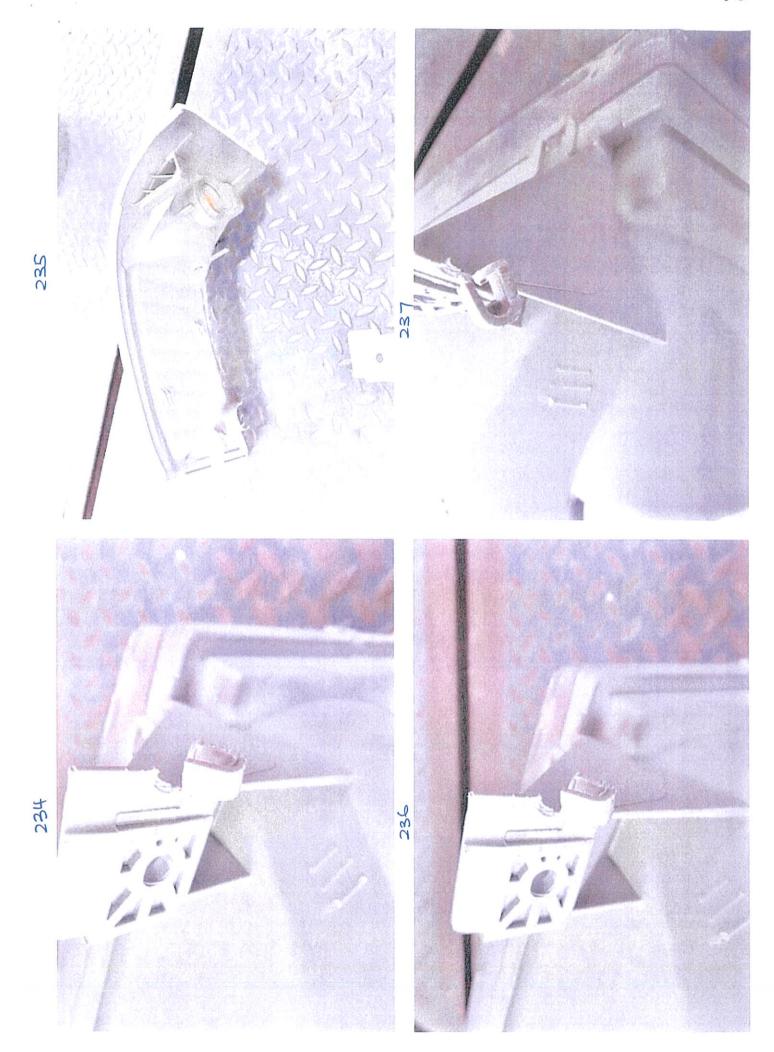




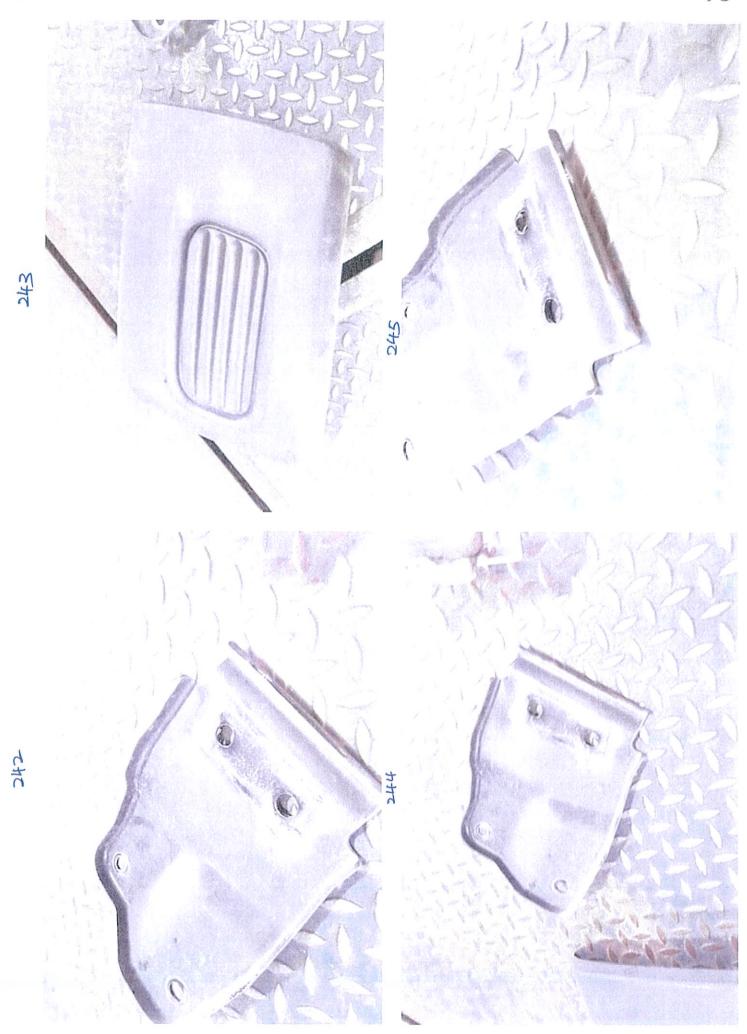


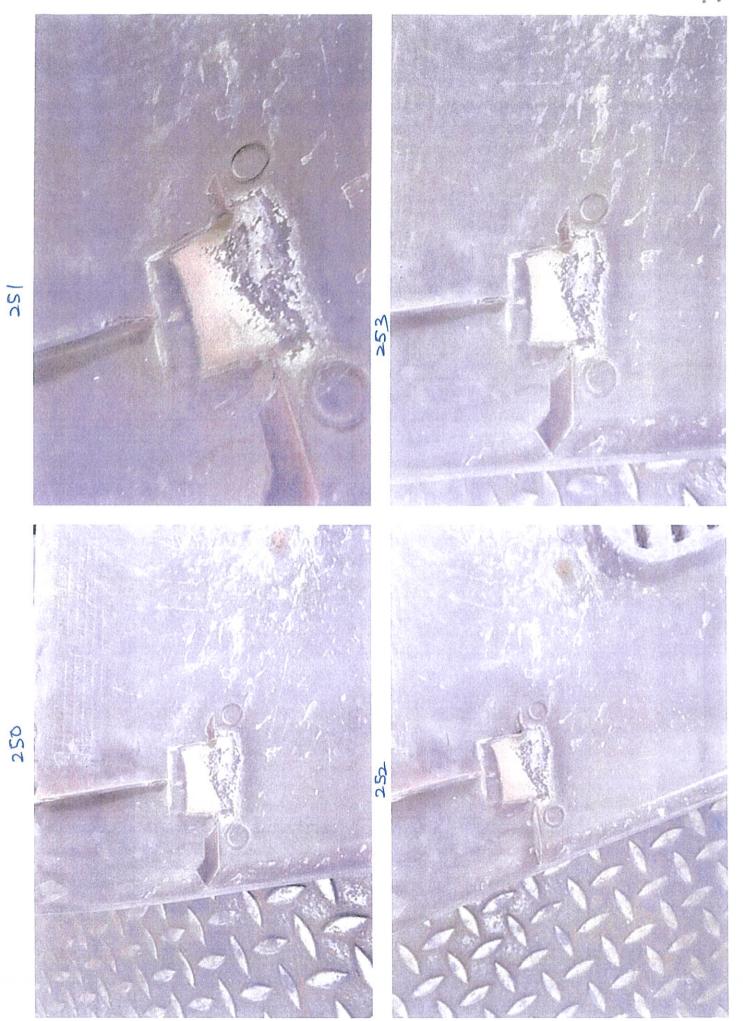


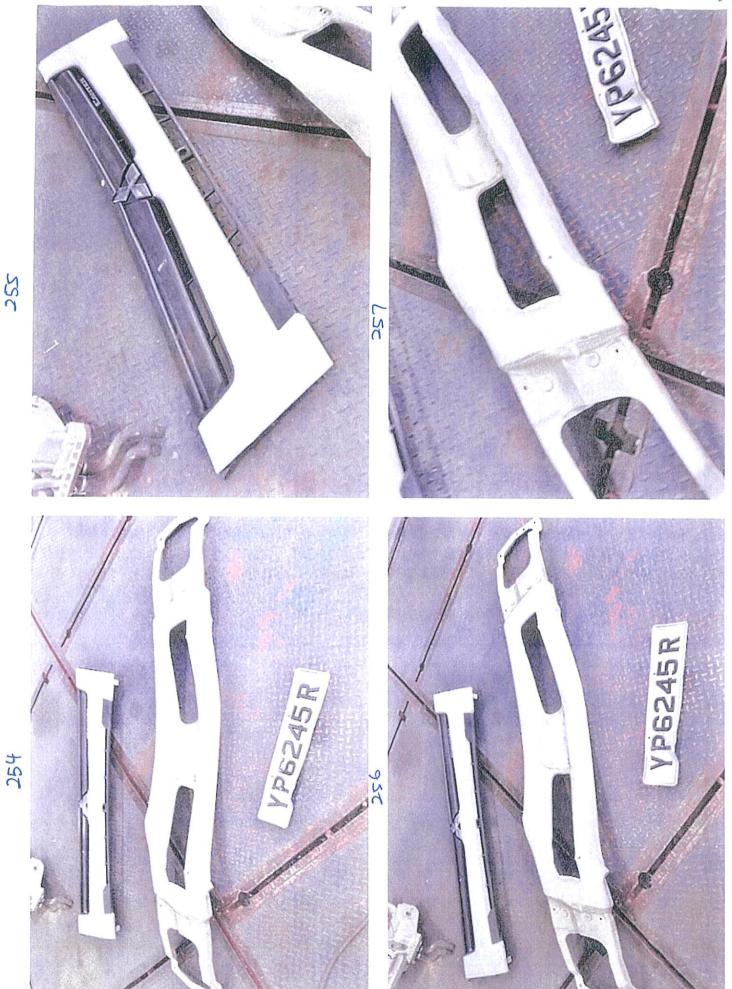


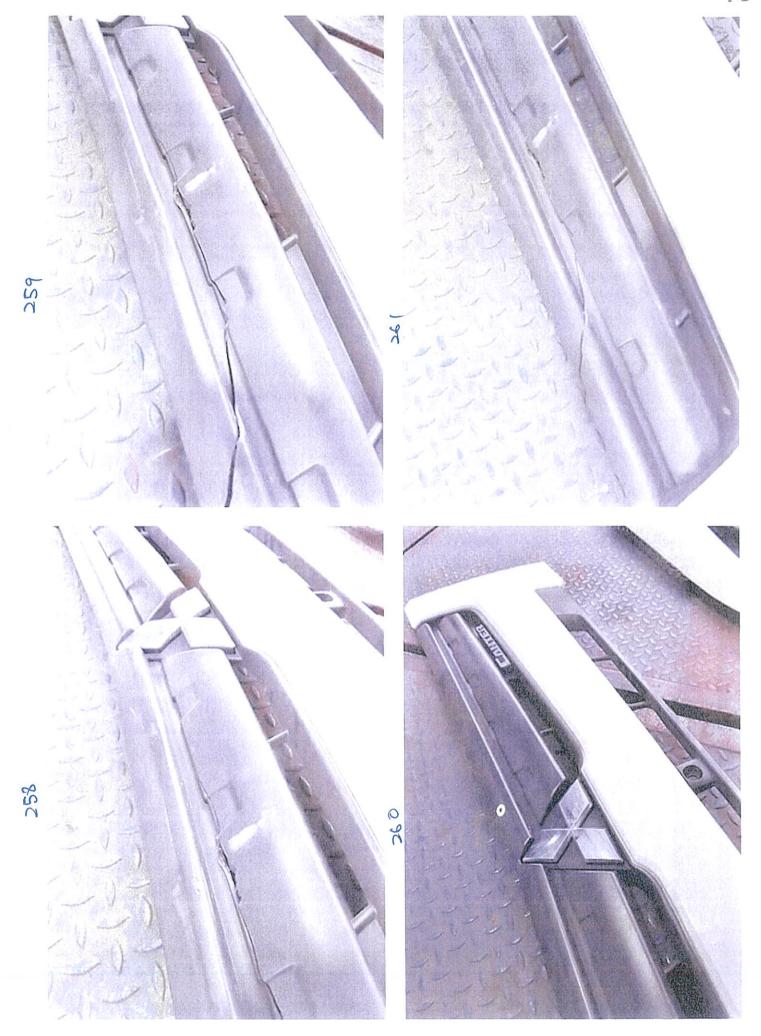


























51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933

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Reg. No: 199607198R GST Reg. No. 19-9607198-R

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PRE-REPAIR INSPECTION REPORT			en same vertigingsmår her håren vatt sir Verkligt skillagerikke ogsår skille
LONPAC INSURANCE	BHD	Ref: CS3/LPC19021451/0	3sf3e2
300 BEACH ROAD #17-04/07 THE CONCOURSE SINGAPORE 199555		Date: 12-12-2019	
		Code: LPC2	
1.	Policy Particulars	:- (THIRD PARTY CLAIM)	
Insured Veh.	XD 3336G	Veh. Inspected	YP 6245R
Policy No.		Coverage (\$)	0.00
Claim No.	19/19/19/VC05/022728	Excess (\$)	0.00
Assign From	ONG LI LI	Assign Date	04/12/2019
2. () () () () () () () () () (Vehicle Part	liculars & Condition	
Make & Model	MITSUBISHI CANTER	C.C	2998
Engine No.	HIDDEN	Year of Reg.	2017
Chassis No.	FEB21EA21375	Colour	WHITE
Odometer	116604 KM	Steering	IN ORDER
Brakes	IN ORDER	Modification	NIL.
General	GOOD		
3.	Condi	tions of Tyres	en general egypter en
	Size	Make	Balance
R/H Front Tyre	195/85 R15	BRIDGESTONE	5 mm
L/H Front Tyre	195/85 R15	BRIDGESTONE	5 mm
R/H Rear Tyre	195/85 R15 (D)	BRIDGESTONE	5/5 mm
L/H Rear Tyre	195/85 R15 (D)	BRIDGESTONE	5/5 mm
4.	Descript	ion of Damages	
THE VEHICLE SU	STAINED DAMAGES AT THE FR	ONT AND REAR PORTION.	
5.	Gener	al Information	
Accident Date	29/11/2019	Inspect Date / Time	09/12/2019 (10:30 AM)
Survey held at	160 SIN MING DRIVE #06-06 SI	IN MING AUTOCITY	
Repairer	OMEGA AUTO PL		
5a.	Least results and the second of the second o	Remarks	
A) THE INSPECTION WAS CONDUCTED ON A "WITHOUT PREJUDICE" BASIS. B) THE REPAIR ESTIMATE WAS NOT PRESENTED AT THE TIME OF INSPECTION. THE REPAIRER WAS TOLD TO PREPARE THE ESTIMATE. C) ENCLOSED PLEASE FIND DAMAGED VEHICLE PHOTOGRAPHS.			

Report Ref No. CS3/LPC19021451/Gsf3e2

Inspected By

K)

XING GUO QIANG

M.MATAI, AMSAE-A Automotive Assessor L

K.K.LAU CPT(RET)

BEng(Hons),B.Bus,MBA,PEng,PE, MinstAEA,MASME,MIRTE

REGD Auto Consultant-SAE, Licensed Appraiser

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ADJUSTMENT ON REPAIR COST FOR VEHICLE NO. YP 6245R

Qty	The second of th	6. 111	Estimate By	Our Adjusted
wiy	Description of Parts	Condition	Workshop (\$))	(\$)
	REPLACEMENT OF PARTS			
1	CABIN REAR WINDSCREEN GLASS RUBBER	SERVICEABLE	97.00	-
1	FRONT WINDSCREEN GLASS RUBBER	NECESSARY	190.00	190.00
1	CAB FRONT PANEL ASSY	DENTED / BENT	1,300.00	1,300.00
1	CAB FRONT PANEL "FUSO" PLATE	NECESSARY	65.00	65.00
1	FRONT GRILLE ASSY	BENT / CRACKED / DISLODGED	520.00	520.00
1	FRONT GRILLE EMBLEM	NECESSARY	40.00	40.00
2	HEADLAMPS ASSY	N/S CRACKED, BOTH LAMPS' FASTENERS SNAPPED	680.00	680.00
2	SIDELAMPS ASSY	NOT DAMAGED	240.00	-
2	FRONT SIGNAL LAMPS ASSY	N/S BROKEN / O/S FASTENER SNAPPED	532.00	532.00
1	FRONT BUMPER	TWISTED / FLATTENED	550.00	550.00
2	FRONT BUMPER BRACKETS	TWISTED (1PC ONLY)	220.00	110.00
2	FRONT BUMPER SIDE GUARDS	N/S DENTED / CUT / O/S FASTENER SNAPPED	660.00	660.00
1	AIR CON HEATER BOX ASSY	HOUSING DENTED / CRACKED	1,750.00	1,75O.00
	LESS 25% DISCOUNT			-1,599.25
			6,844.00	4,79 7 .75
	SPECIAL NETT ITEMS			
1	CAB FRONT PANEL SEALANT (SN)	SERVICEABLE	100,00	_
	SET FRONT GRILLE CLIPS (SN)	SERVICEABLE	30.00	-
	FRONT NO. PLATE (SN)	TWISTED / FLATTENED	60.00	15.00
1	SET TAILGATE GRAPHIC STICKERS (SN)	SERVICEABLE	300.00	
1	TAILGATE "60KM/H" STICKER (SN)	NECESSARY	20.00	10.00
1	TAILGATE "23 PAX" STICKER(SN)	NECESSARY	20.00	10.00

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Qty	Description of Parts	Condition	Estimate By Workshop (\$))	Our Adjusted (\$)
1	TAILGATE MOUNTING CROSSBAR STICKER (SN)	NECESSARY	150.00	30.00
1	SET TAILGATE HYDRAULIC CYLINDER PUMPS ASSY SHORT (SN) (LOCAL REPAIR)	BENT / STIFFENED / JAMMED	2,400.00	400.00
1	SET TAILGATE HYDRAULIC CYLINDER PUMPS ASSY LONG (SN) (LOCAL REPAIR)	BENT / STIFFENED / JAMMED	3,000.00	400.00
2	REAR LAMPS ASSY (SN)	SERVICEABLE	360.00	-
2	REAR LAMP BRACKETS (SN)	SERVICEABLE	160,00	-
1	REAR NO. PLATE (SN)	BENT / FOLDED	50.00	15.00
1	REAR UNDERRUN BUMPER ASSY (SN)	SERVICEABLE	600.00	-
1	REAR NO. PLATE BRACKET (SN)	TWISTED	80.00	30.00
			7,330.00	910.00
	LABOUR			
	REMOVE NECESSARY CABIN INTERIOR UPHOLSTERYS AND FITTINGS TO ENABLE NECESSARY REPAIRS, CHECK AND REFIT SAME.		280.00	6O.00
	REMOVE CABIN REAR WINDSCREEN GLASS TO ENABLE NECESSARY REPAIR, RENEW GLASS RUBBER AND REFIT GLASS ASSY.	NOT NECESSARY	120.00	-
:	REMOVE FRONT WINDSCREEN GLASS ASSY., TO ENABLE NECESSARY REPAIRS, CHECK AND REFIT GLASS ASSY.		200.00	100.00
	REMOVE DASHBOARD PANEL ASSY. AND STEERING COLUMN ASSY. TO ENABLE NECESSARY REPAIRS, CHECK AND REFIT SAME.		300.00	180.00
	REMOVE NECESSARY AIR CON. PARTS AND FITTINGS TO ENABLE NECESSARY REPAIRS, CHECK, REPLACE DAMAGED PARTS, REFIT SAME, VACUUM AND RECHARGE GAS.		250.00	120.00
	REMOVE LAMPS, NECESSARY WIRINGS AND ELECTRICAL FITTINGS TO ENABLE NECESSARY REPAIRS, CHECK, REPLACE DAMAGED PARTS, REFIT SAME, TEST ELECTRICAL-CIRCUIT AND REFOCUS HEADLIGHTS.		60.00	30.00



51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933

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	Reg. No: 19960/198R GST	Reg. No. 19-9607198-R		Page No.:3 of 4
ity	Description of Parts	Condition	Estimate By Workshop (\$))	Our Adjusted (\$)
[[] [] [] [] [] [] [] [] [] [REMOVE DAMAGED PARTS, JACK AND CUT OUT DAMAGED BODY PANELS, JACK OUT, STRAIGHTEN UP DAMAGED BODY PANELS AND REPAIR BODY PARTS AND FITTINGS, WHICHEVER POSSIBLE AND NECESSARY, REPLACE AND WELD NECESSARY DAMAGED PARTS, REFIT AND ALIGN WHICHEVER PARTS NECESSARY. (INCL. ALIGNMENT OF CABIN STRUCTURE.)		1,200.00	800.00
	PAINT REPLACEMENT PARTS AND REPAINT DAMAGED SECTIONS WITH WELDED PORTIONS IN AND OUTSIDE.		1,200.00	800.00
	RUSTPROOFING REPLACEMENT PARTS AND TOUCH-UP DAMAGED SECTIONS.		150.00	70.00
	DISMANTLE AND REMOVE TAILGATE ASSY. AND FITTINGS, CHECK, STRAIGHTEN UP AND REPAIR TAILGATE ASSY., TAILGATE MOUNTING CROSSBAR ASSY., RENEW ALL HYDRAULIC CYLINDERS ASSY., REFIT, TOP UP HYDRAULIC FLUID, REASSEMBLE, REFIT TAILGATE ASSY. AND TEST HYDRAULIC SYSTEM. LIFT OUT AND REMOVE REAR CARRIAGES' ALUMINIUM CANOPY ASSY. TO ENABLE NECESSARY REPAIRS, CHECK, LIFT UP, REFIT AND REALIGN SAME, AFTER NECESSARY REPAIRS. } DISCONNECT, LIFT OUT REAR CARRIAGE ASSY., INCLUDING REPAIRS AND REBUILD CARRIAGE ASSY., INCLUDING REPAIRS TO FRONT REINFORCEMENT FRAME ASSY., N/S SIDEGATE ASSY. AND HINGES, CARRIAGE REAR BODY CROSSMEMBER, N/S BODY SIDE MEMBER AND FLOORBOARD ASSY., LIFT UP, REFIT, REALIGN SAME ON MAIN CHASSIS FRAME ASSY. PAINT REAR CARRIAGE ASSY. REMOVE LAMPS, NECESSARY WIRINGS AND ELECTRICAL FITTINGS TO ENABLE NECESSARY REPAIRS, CHECK, REPLACE DAMAGED PARTS, REFIT SAME, TEST ELECTRICAL-CIRCUIT. }		4,500.00	800.00
	JACK OUT, STRAIGHTEN UP AND REALIGN MAIN CHASSIS FRAME ASSY.	NOT NECESSARY	3,000.00	-
			-	-
	j		11,260.00	2,960.00
(GRAND TOTAL		25,434.00	8,667.75

RECOMMENDED COST OF LUMP SUM REPAIRS 6,900.00 (TO ITS PRE-ACCIDENT CONDITION)

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XING GUO QIANG

M.MATAI, AMSAE-A

Automotive Assessor

X: S:

ADRIAN LING WAI PING

B.Eng,AMSOE,AMIRTE,AMSAE-A,M.MATAI

Licensed Appraiser

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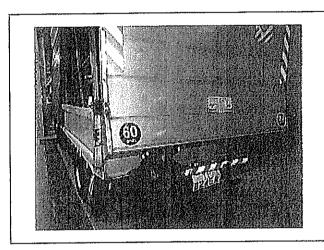


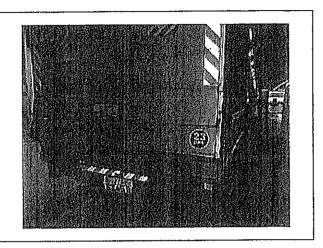
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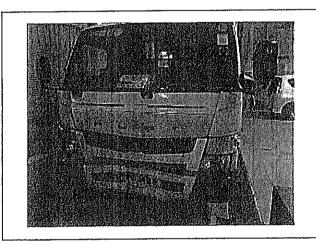
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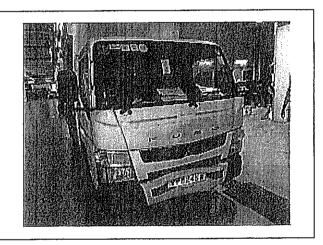
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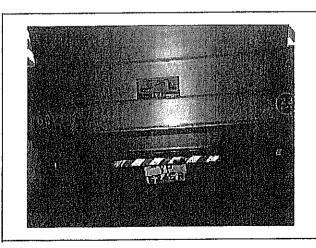
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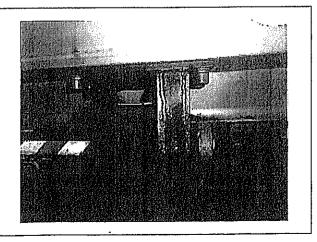






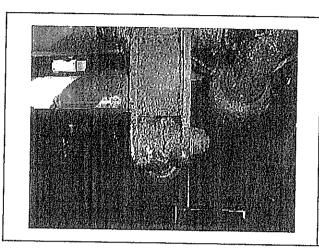


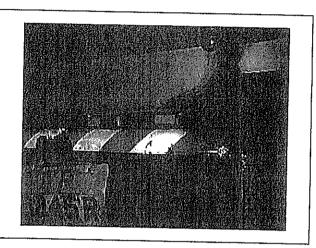


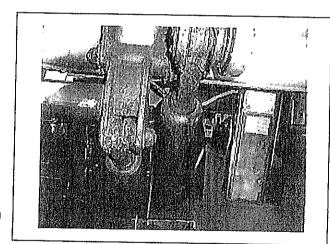


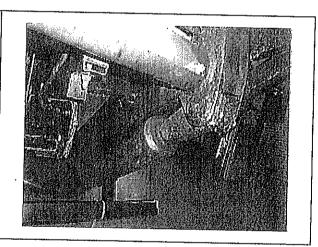


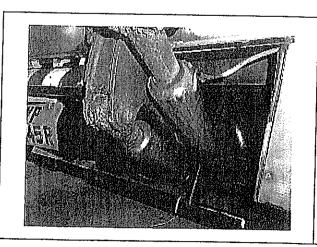
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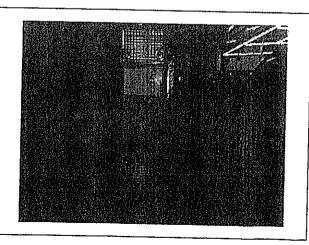






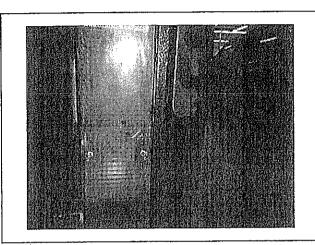


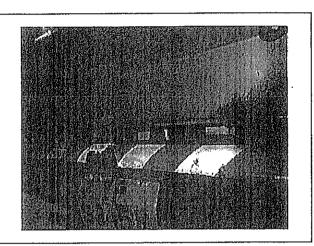


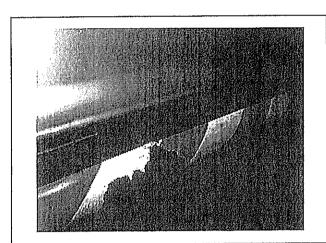


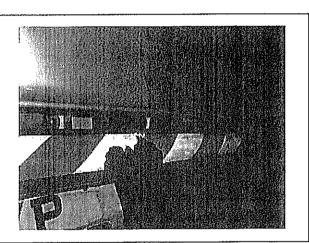


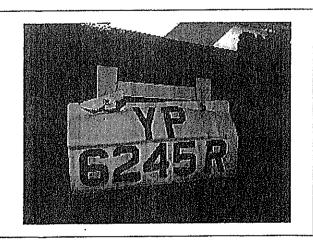
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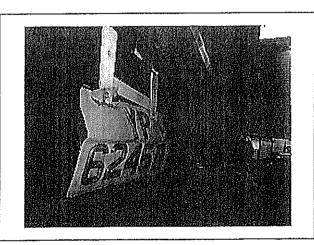






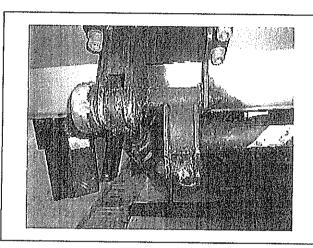


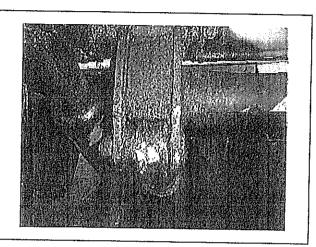


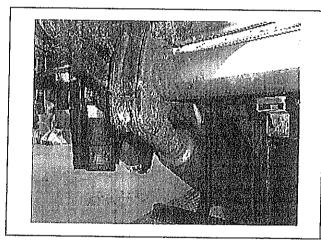


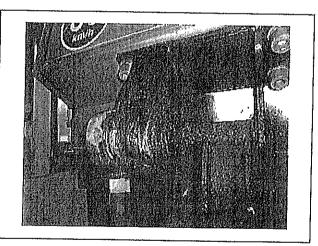


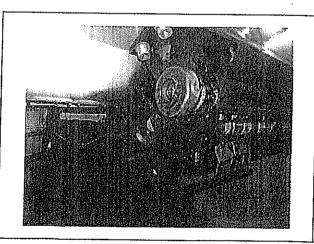
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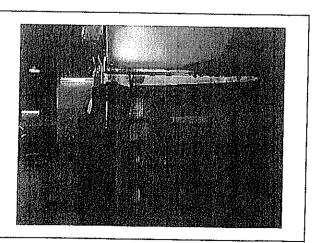






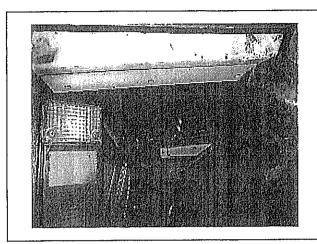


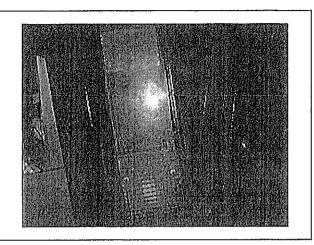


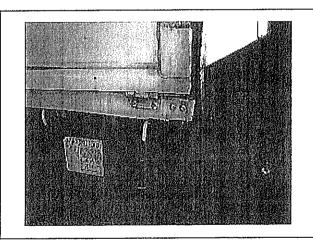


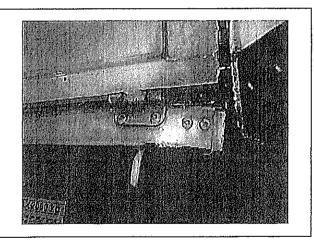


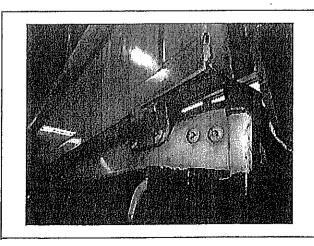
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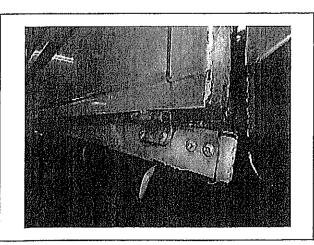






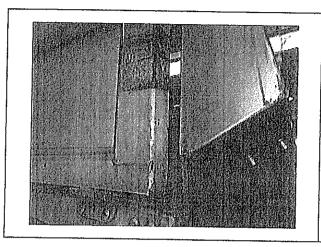


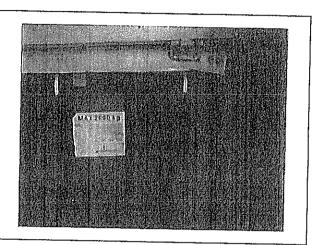


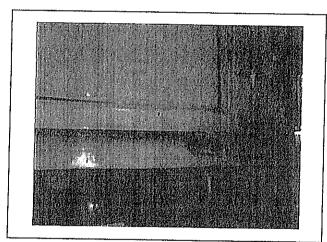


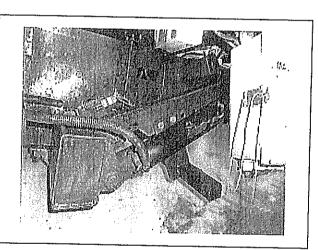


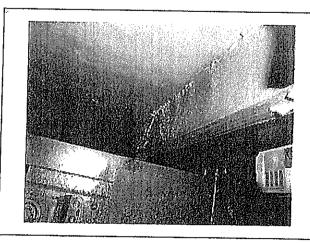
51 Ubi Ave 1#01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

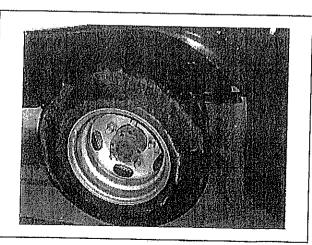






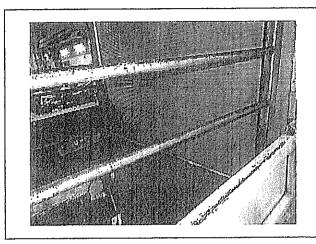


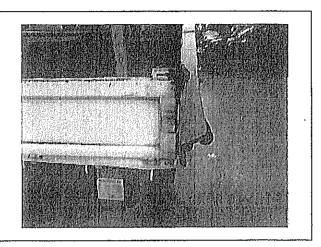


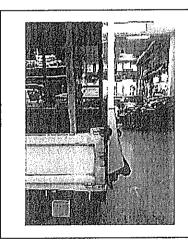




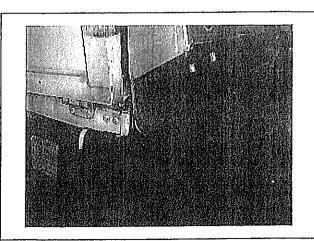
51 Ubi Ave 1#01-26 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

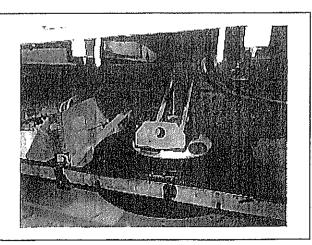






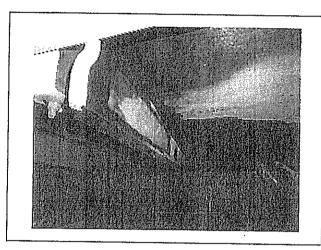


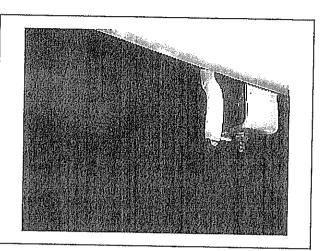


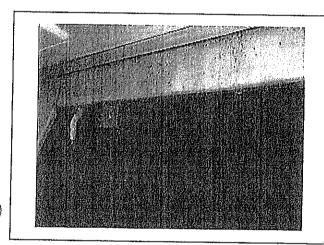


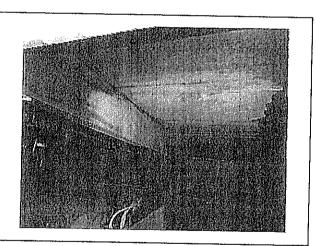


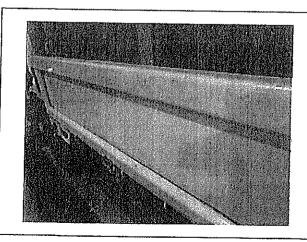
51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

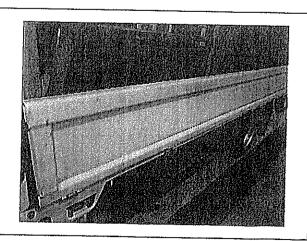






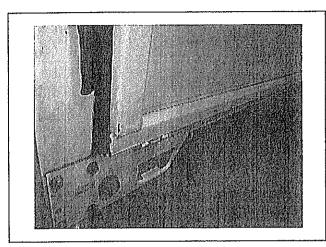


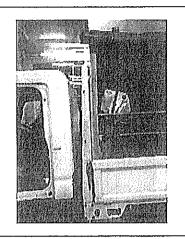


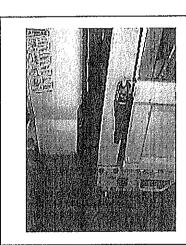


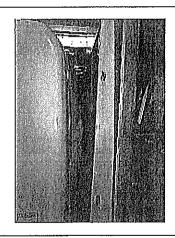


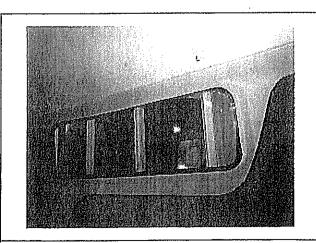
51 Ubi Ave 1#01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

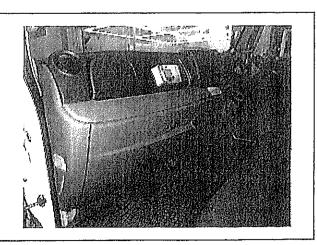






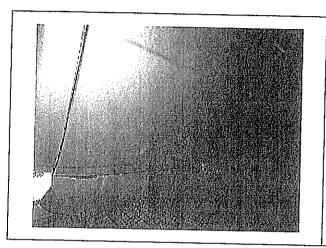




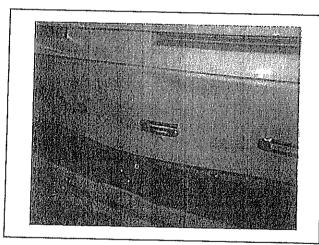


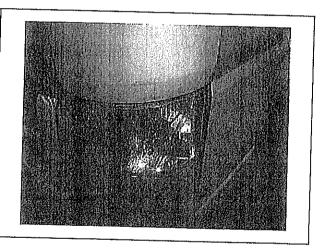


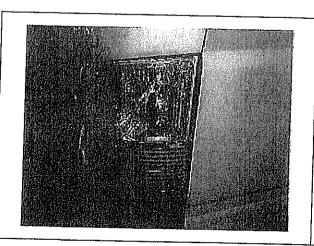
51 Ubi Ave 1#01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

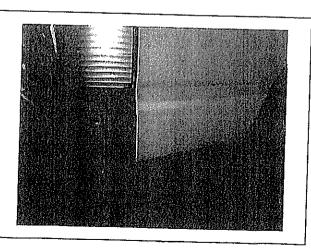






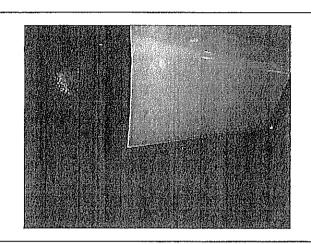


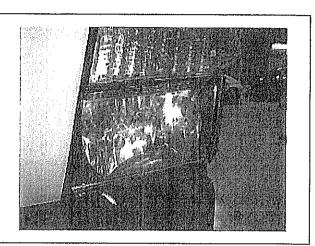


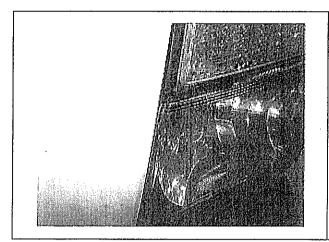


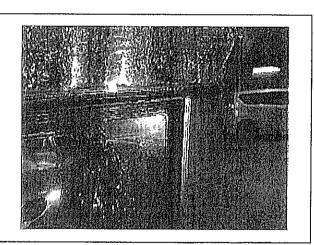


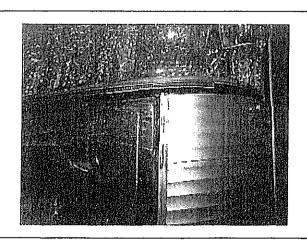
51 Ubi Ave 1#01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 8256 3561 FAX: 6256 4315

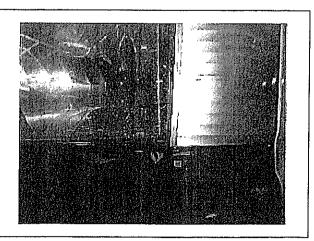






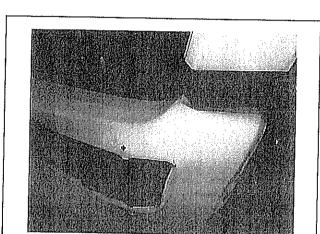


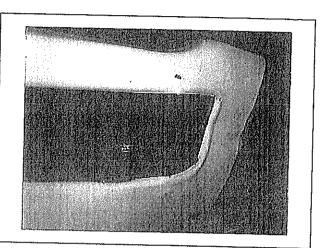




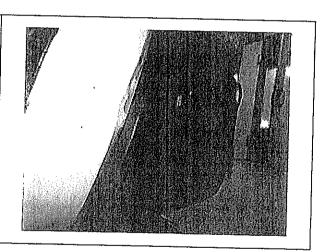


51 Ubi Ave 1#01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315 Reg. No: 199807198R GST Reg. No. 19-9607198-R

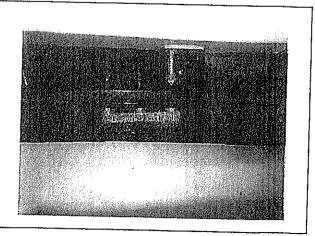






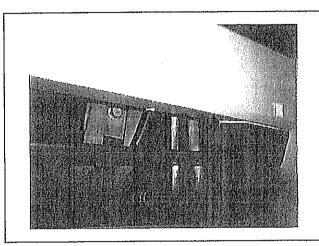


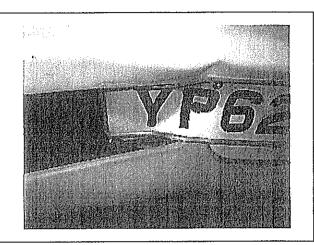


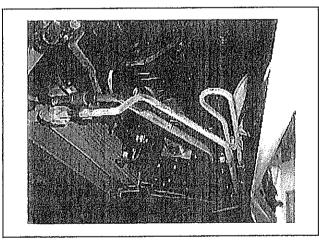


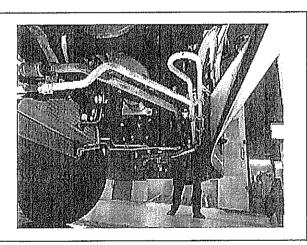


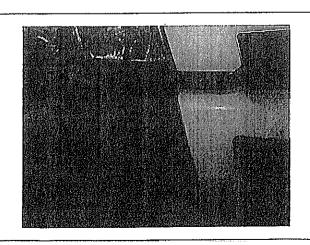
51 Ubi Ave 1#01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

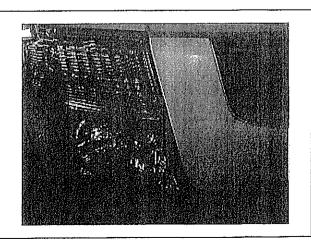






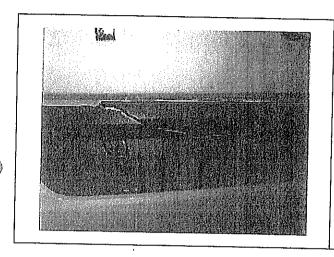


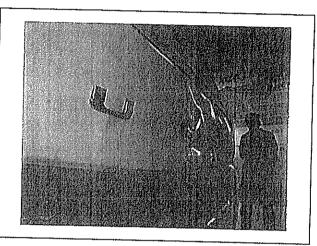


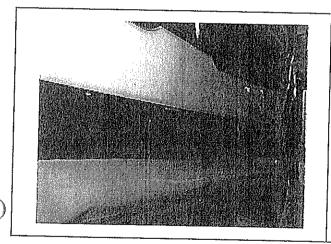


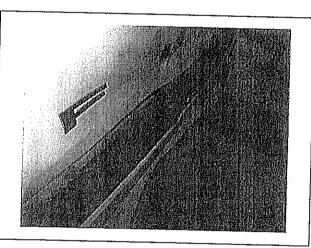


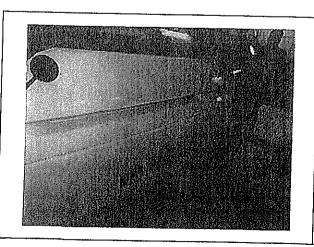
51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

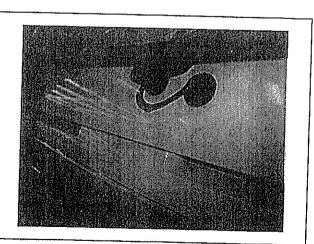






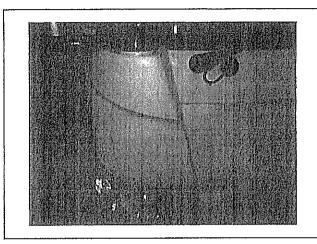


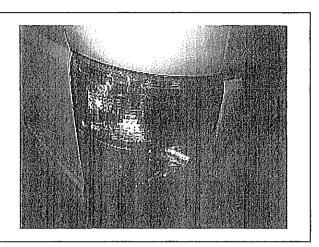


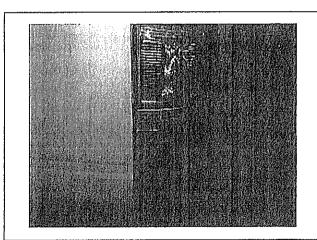




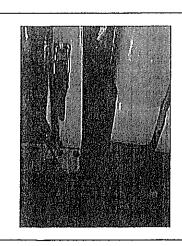
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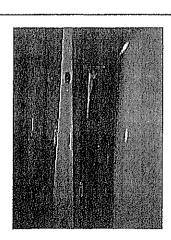






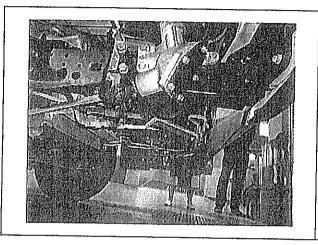


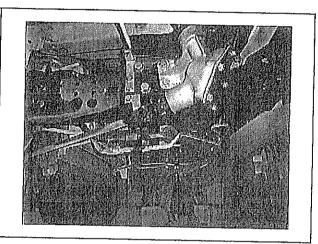


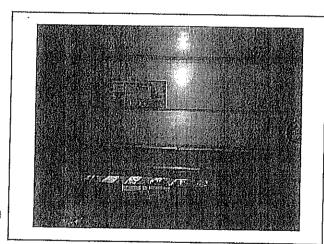


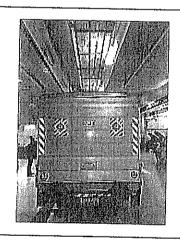


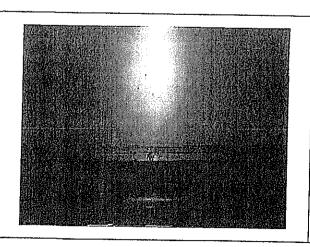
51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3581 FAX: 6256 4315

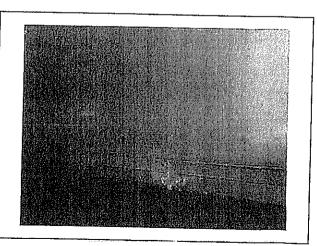






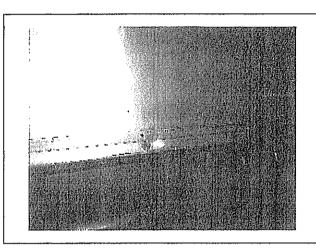




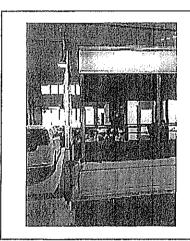


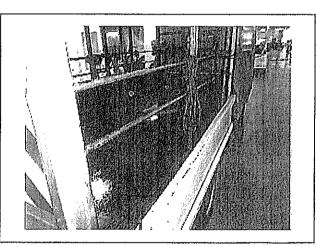


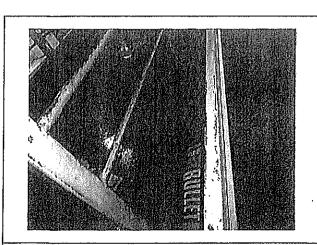
51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315

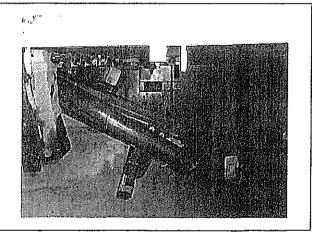






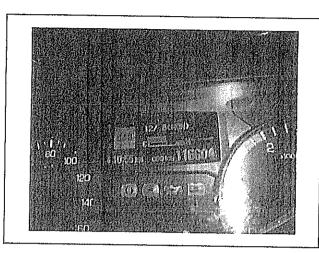


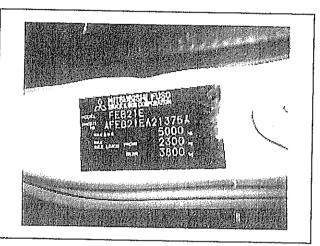






51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933 TEL: 6256 3561 FAX: 6256 4315





Singapore Automobile Appraisers Association

Registered Office: Block 146, Potong Pasir Ave 1, #02-145, Singapore 350146 Correspondence Address: 50 Tagore Lane, #02-10K Singapore 787494

Tel: 64488208 Fax: 64429690

(1) To All Members

(2) To Whom It May Concern

Date

: 07th January 2014

Definition of the Terms and Conditions for a LUMP SUM REPAIR CONTRACT (Accident - Damaged Vehicle)

The new committee had through a referendum with all members, by way of a circular, on the above subject, received overwhelming support and agreement.

In view of the above, it is agreed that the terms and conditions for a Lump Sum Repair Job as had been in practice by the majority of licensed appraisers in the past couple of decades, should be as follows:-

The repairer, by agreeing to a further reduction of a minimum of 20% from the revised cost for repairs as recommended by the appraiser, shall reserve the right to:

- 1. Replace any damaged parts with used, reconditioned or new parts.
- 2. Repair any damaged body parts that the repairer is confident and capable of repairing to a roadworthy condition and to the entire satisfaction of the owner.

However, the repairer by accepting the Lump Sum Repair Contract shall also be responsible for the following:-

- 1. Repair the vehicle to a roadworthy condition (including a final inspection by a reputable vehicle inspection centre, if the owner insists) and to the entire satisfaction of the owner.
- To absorb or be responsible for any additional labour or parts costs which are either omitted from the original quotation or are discovered during the course of repairs.

NB: The degree of damage sustained by any parts recommended, must be severe enough to warrant a replacement.

THE COMMITTEE

SINGAPORE AUTOMOBILE APPRAISERS ASSOCIATION

Revision of Recommended Guidelines for Labour Charges & Painting Rates (Effective ON or AFTER 01st April 2008)

	And the state of t	S		
S/No	Items Description	Below 2000 c.c. Voltieles	Above 2000 c.c. Vehicles	Commerical Vehicles

_	Obect wiring/focus headlamps/replace lamps/reverse sensor	\$20.00 - \$80.00	\$20.00 - \$80.00	\$20.00
, ,	A irron system include refull gas	\$120,00 - \$180.00	\$120.00 - \$180.00	\$120.00
1 (Cooling system/Radiator/san include refill coolant	\$60.00 - \$100.00	\$60.00 - \$100.00	\$60.00 - \$100.00
4	Dashboard	\$150.00 - \$250.00	\$250.00 - \$350.00	\$150.00 - \$250.00
. ک	Liff-uo Engine/gearbox	\$150.00 - \$250.00	\$250.00 - \$350.00	\$150.00 - \$250.00
2	Interior Upholstry/roof lining/carpet/inner trims/garnishes/mouldings	\$80.00 - \$180.00	\$100,00 - \$250.00	\$60.00 - \$120.00
, ,	Door (Per) (transfer all fittings)	. 360.00	\$80.00 - \$150.00	\$60.00
×	A irba system	\$200.00 - \$250.00	\$250.00 - \$350.00	\$200.00 - \$250.00
0	Reset Airbar system	\$120.00 \$150.00	\$200.00 - 250.00	\$120.00-\$150.00
2	Exhaust system (Replace)	\$60.00 - \$100.00	\$60.00 - \$100.00	\$60.00 - \$100.00
=	W/screen glass (Front/Rear)			And the second s
:	Rubber type	\$30.00	\$30,00 - \$100.00	\$100.00 - \$150.00 *
	Sealant type	\$120.00	\$120.00 - \$200.00	\$120.00 - \$180.00 *
1.5	Indercarriage suspension		The second secon	The state of the s
	Per Side	\$150.00 - \$200.00	\$200,00 - \$250.00	\$150.00 - \$200.00
	for rear axle (beam Type)	\$250.00 - \$300.00	\$350.00	\$250.00 - \$500.00
(-)	(*) Not Applicable on CoachestBus (**) Not Applicable for Pead Coated paint			

SINGAPORE AUTOMOBILE APPRAISERS ASSOCIATION

Revision of Recommended Guidelines for Labour Charges & Painting Rates (Effective ON or AFTER 01st April 2008)

S/No	Items Description	Below 2000 c.c. Vehicles	. Above 2000 c.c. Vehicles	. Commerical
				I citizens
13	Fuel Tank	\$60.00 - \$30.00	\$30.00 - \$100.00	\$60.00 - \$30.00
14.	Wheel Alignment (Computerised)	\$60.00	\$120.00	\$60.00
15	Panel Beating	\$200.00 - \$220.00	\$200.00 - \$250.00	\$200.00 - \$220.00
16	Spray Painting (per colour/normal type of paints)	\$180.00 - \$250.00 **	\$220.00 - \$250.00 **	\$180.00 - \$250.00 **
17	Chassis alignment system	\$250.00 - \$350.00	\$250.00 - \$350.00	\$250.00 - \$350.00
18	Cabin/rear carriage assy	1	•	\$250,00 - \$350,00
(•) Not.	f *) Not Application Coaches/Bus 1 **) Not Applicable for Peal Coated paint	The state of the s		Naca Marie









nwhichmag ROCYGSTReg.: 155902575E

Quotation

Date

17-Nov-20

Quotation No

QE202000793

Messrs

OMEGA AUTO PTE LTD

Attn

MR TERENCE: 9271-8287

Terms

C.O.D

Vehicle Details

Make And Model

MIT FUSO 14FT

No. of Units

1

Parts / Services Details

#	Category	Description	Q(y) U	nit Price A	mount
1	Misc	To supply tailgate hydraulic cylinder pumps assy short	1.00	\$2,400.00	\$2,400.00
2	Misc	To supply tailgate hydraulic cylinder pumps assy long	1.00	\$3,000.00	\$3,000.00
				Sub-Total	\$5,400.00
				Discount	\$0.00
			G	ST (7.00%)	\$378.00
				Total	\$5,778.00
				Less Deposit	\$0.00
			•	Amount Due	\$5,778.00

Thank you for your enquiry. We await for your favourable reply. Yours Faithfully,

Gerald Ye Assistant Sales Manager Contact No: (65) 9424 1633 Customer Signature, Company Stamp

Name:

Designation:

Date:

TERMS AND CONDITIONS OF SERVICES

Ng Wah Hong Enterprises Pte Ltd (the "Selfer") and the individual or corporate antity identified on the p Services are attached (the "Buyor") hereby agree to the following terms and conditions (these "Conditions" 1. <u>CONDITIONS APPLICABLE.</u> rice list or quotalion form or purchase order or delivory order or invoice to which these Torms and Conditions of

- 1.1 These conditions shall apply to all contracts for proviolen of vehicular modification services for commercial and industrial purposes (the "Services") by the Select to the Duyer to the exclusion of all other terms and conditions which the Buyer may purpose to apply under any purchase order, confirmation or other document.
- All orders for the Services shall be deemed to be an offer by the Buyer to purchase the All orders for the Services pursuant to these Conditions.
- 1.3 The Selfor shall be deemed to have accepted the Buyer's effer to purchase the Services pursuant to these Conditions by issuing a notice of confirmation of order to the Buyer.
- 1.4 Delivery of the Buyer's vahiclo(s) for the purposes of the Services to the Seller's premises (the "Vehicles") shall be deemed exclusive evidence of the Buyer's acceptance of these Conditions.
- 1.5 Any variation to these Conditions (including any special terms and conditions agreed between the Buyer and the Soller) shall be inapplicable unless agreed in writing by the Seller.
- 1.5 These Conditions constitute the online agreement of the parties with respect to the subject matter hereof and cancols and superacdes all prior communications, representations, understandings, agreements and course of dealings.

QUOTATION: PRICING: PAYMENT TERMS.

- 2.1 Unless otherwise stated, all prices quoted by the Selter on a quotation form, in respect of the Services are in Singapore Dollars (SGD or S\$) and are valid for 30 days only. Subject to Condition 2.2 below, the Selter reserves the right to emend the prices after 30 days.
- 2.2 The Seller's quotation(s) and/or price lists are morely invitations to treat. The Seller's expressly reserves the right to modify the prices without notice at any time before an offer by the Buyer to purchase the Services to reflect any changes to its costs resulting from (i) any attention in or addition to the Buyer's requirements; (ii) the Buyer's instructions or lack of instructions; (iii) any interruptions, delay or additioned or overtime work in relation to causes for which the Seller is not directly respirately (or (iv) floctuations in foreign exchange rates. The right is reserved by the Seller to correct any clesical or typographical involcing errors.
- 2.3. The quoted prices are exclusive of any present or future GST (applicable only to the performance of the Services in Singapore), customs dulles, taxes, withholding taxes and other government assessments payable by any reason of the performance of the Services. The Buyer shall be fully responsible for paying any and all auch dulles, taxes and assessments.
- 2.4 All prices quoted or proposed are exclusive of all expenses relating to special packaging or procedures required for the unique circumstances of storage and/or delivery and the Buyer shall be liable to pay all expenses related to the same, unless otherwise agreed in witting.
- 2.5 Upon issuance of a notice of confirmation of order to the Buyer, the Buyer shall pay a deposit (the "Deposit") amounting to 40% of the final contract price of the Services (inclusive of GST, custom duties, taxes, withholding taxes and other government assessments payable, where applicable) ("Contract Price").
- 2.6 The Deposit is non-refundable.
- 2.7 Upon collection of the Vehicle(s) after completion of the Services, the Buyer shall pay the remaining 60% of the Contract Price, by way of cosh on delivery.

3. RISK

- 3.1 At all times, the Seller shall not bear any risks for loss or damage in relation to the Vehicles while the Vehicles are in the Seller's possession and/or premises (other than loss or damage caused by the gross negligence or wildle default of the Seller or its employees or agents), and all responsibility for transportation, insurance and storage of the Vehicle(s) shall remain with the Buyor.
- 3.2 Except as expressly provided in these conditions and subject to applicable law, the Seller shall not be liable to the Duyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, for any laws or damage (whether for loss of profit or elserwise), costs, expenses or other dains for compensation whatscever (and whether caused by the neglegance of the Scilar, its employees or agents or otherwise) which tribe out of or in connection with the performance of the Services. This exclusion of liability shall not apply in respect of death or personal injury caused by the Seller's negligence.

PERFORMANCE

- 4.1 The quality and description of and any specificulton in respect of the Services and/or the scope of work in relation to the Services shall be those set out in the Selfer's quotation or price list.
- 4.2 The Buyer shall submit to the Seller, within such reasonable time as the Seller may require, such airangement for, and details regarding, the Services as the Buyer may require, at least [a] weeks prior to the commencement of the Service(a).
- 4.3 The Buyer shell indemnify the Selfer against all losses, damages, costs and expenses awarded against or incurred by the Selfer in connection with any claim for infringement of any patent, copyright, design, tude mark or other industrial or intellectual property rights of any other person which results from the Selfer's modification of the Vehicle(s) and/or performance of such Services in accordance with the Buyer's specification.

5. COMPLETION OF SERVICES; COLLECTION.

- 5.1 In respect of the provision of the Services, the Seifer shall use reasonable endeavours to complete the Services within three (3) months from the date of confirmation of the Buyer's order or such other date which shall be entired by spread between the parties, but such dates shall be entired only.
- Upon completion of the Services, the Seiler shall give notice of the same to the Buyer. 5.2
- 5.3 Upon receipt of the notice of completion of the Services, the Buyer shall collect the Vahicle(s) within three (3) days of receipt of such notice ("Collection Period") unless otherwise agreed between the parties.
- 6.4 The Seller reserves the right to change the mutually agreed date and time of the date of collection of the Vehicla(s) ("Agreed Collection Date") to another mutually agreed date and time.
- The Seller shall not be liable for any loss or damage as a result of any change to the Agreed Collection Date.
- 5.8 In the event that the porties agree that the Buyer shall collect the Vehicle(s) within the Collection Period and the Sellar does not change the Agreed Collection Date, but the Buyer fails to collect the Vehicle(s) on the Agreed Collection Date, the Buyer shall revertheless make payment to the Selfer so if the collection had been made by the Buyer on the Agreed Collection Date or pay to the Selfer interest on the portion of the Contract Price at the rate of [•]%) per [day]/[week] or part increed from the Agreed Collection Date until payment is made in full.
- 5.7 Without prejudice to any other rights or remedien available to the Seller, the Seller may stere the Vehicle(s) until collection by the Buyer and charge the Buyer for the costs (including insurance, if any) of storage. The Buyer will be informed of these costs prior to storage of the Vehicle(s).
- For the avoidance of doubt, time of delivery and time for performance by the Seller shall not be of the essençe.
- 5.9 On the Agreed Collection Date, the Buyer shall be entitled to conduct inspection and testing of the Volicie(s) at the Soller's premises or such other places as the parties may mutually agree. Unless the Buyer objects, collection of the Vehicle(s) constitutes the Buyer's acceptance of the Services. In the event the Buyer does not carry out inspection or testing of the Vehicle(s) on the Agreed Collection Date, the Buyer shall be deemed to have accepted the Services upon collection of the Vehicle(s).

6. WARRANTY; DISCLAIMER.

6.1 Save for ordinary wear and fear, Seller warrants that the Vehicle(s) will be free from defects in material and workmanship due to factory fault.

- 5.2 The foregoing is the sole and exclusive warranty provided by the Seller and shall apply in the event notice of defect is given to the Seller within twelve (12) months after delivery.
- Notice of defect by the Buyer must be in writing and identify all defects upon which the Buyer will roly to support such notice
- 0.4 [Within [4] days of receipt of the notice of detect by the Buyer, the Company shall replace the defective materials to the extent that such replacement is possible. Where such replacement is not possible, the Company shall at its sale and absolute discretion refund the Buyer up to [4]% of the Contract Price.]
- 6.5 The Buyer represents and warronts that the customised specifications for the Vehicle(s) provided to the Seller do not and will not infringe the rights of third parties (including but not finited to any libid party intellectual property rights).

7. INDEMNIFICATION.

- 7.1 The Buyar shall defend, Indonnity and hold hamiless the Seller, its officers, directors, agents, employees, auccessors and useligns from any and all claims, derrands, costs, fines, penalties, fees, losses or expenses including lagal fees or judgments resulting from any claim made or action brought as a result of (0) the use, storage, sale, processing, or other desposition of the Vehicle(s), or the action or intendent of the Buyer or its employees, customers, or agents which may cause injuries or damage giving rise to daims against the Seller, or (b) any olloged Infringement of any intellectual property when the claim arises out of the Vehicle(s) modified in accordance with specifications provided by the Buyer, or where the alleged infringement arises out of the Buyer's use of the Vehicle(s) after completion of the Services or incorporation of the Vehicle(s) into, or integration of the Vehicle(s) into, or integration of the Vehicle(s) and or integration of the Vehicle(s).
- The Selfar shall not be liable to the Buyer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred br suffered by the Buyer including any loss/damage of an indirect or consequential nature including but without transition, any concerns loss or other loss of furnover, profits, business or goad-will. In any content, the Selfar's flabsity under or in connection with this contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall under no alcountainness exceed ten percent (10%) of the Contract Sum payable to the Solfer or such other sum as may be nomitted under faw. or such other sum as may be permitted under law.

 8. CONFIDENTIALITY

a.

- 8.1 The Buyer shall not disclose the Selfer's confidential business or technical information, including trade secrets, to any entity or person, nor to use such information for its own benefit, whether during or subsequent to the relationship of the Buyer and the Selfer and for a period of three (3) years from and ofter the confidential trade of the secret secre
- 5.2. As used herein, confidential business or technical information includes, but is not limited to, information disclosed during the course of doing business, including: (i) the identity of, or other partinent information with respect to, actual or potential customers or customer contacts; (ii) bidding and pricing strategies; (iii) market studies, penetration deta, or other market information; (iv) resparch and dovelopment activities, information and plans; (v) technical, proprietary and know-how information; (vi) prayer for new products; (vii) methods, practices, procedures, processes and formulas with respect to manufacture, assembly, design, or processing; (viii) sources of supply for products, components, and services; and (ix) any other sacret processes, formulas, or methods.
- One server processes, formulae, or methods.

 Confidential information does not include information which the Buyer can demonstrate (i) was available to it on non-confidential basis prior to lits disclosure by the Sellar or its representative; (ii) was independently developed by the Buyer, (iii) is or becomes known to the public other than by act of the Buyer or the Buyer's representative subsequent to disclosure thereof to the Buyer by the Sellar, or (iv) because available to the Buyer on a non-confidential basis from a source other than the Sellar or its representatives, provided that such source is not known by the Buyer after due singuly to be bound by a confidentiality agreement with the Sellar or its representatives, or is otherwise prohibited from transmitting the information to the recipient by controlust, (egal, or fiduciary obligation.

CANCELLATION,

In the event that the Buyer cancels any order, the Buyer shall pay to the Seller the following charges: (i) [-]% of the Contract Price plus the cost of time and material spent on the order including any charges from commitments to the Seller's vendors for the Services, if received by the Seller between [*] and [*] days after the date of confirmation of order; and (ii) 100% of the Contract Price, if received by the Seller less than [*] days prior to the date of confirmation of order.

10. MISCELLANEOUS.

- 10.1 These Conditions may be amended or supplemented only by a written instrument that roters explicitly to these Conditions and that is signed by the authorised representatives of both parties.
- 10.2 These Conditions shall be governed by and construed in accordance with the laws of Singapore, without regard to principles of conflict of laws and the the Buyer hereby submits to the non-exclusive jurisdiction of the courts of Singapore.
- 10.3 No walver, alteration or modification of any of the provisions hereof shall be binding on the Selfer unless made in writing and duly authorized and executed by the Selfer. A walver or modification by the Selfer of any condition or obligation of the Buyer hereunder shall not be construed as a waiver or modification of any other condition or beligation and no waiver or modification by the Selfer granted on any one occasion shall be construed as applying to any other occasion.
- 10.4 If any of the provisions in these Conditions are held to be in violation of applicable law or opplicable court decision, then such provisions (i) shall not invalidate or render unonforceable such provisions in any other juradicion; and (ii) are hereby waived or amended to the extent necessary to achieve the same economic offect for these Conditions to be enforceable in such jurisdiction and the rest of these Conditions shall remain in full force and offect.
- 10.5 All notices, reports, requests, approvals and other communications required or permitted hereunder must be in writing, sent to the receiving party's address as specified by the receiving party and shall be deemed delivered upon receipt.
- 10.6 A person who is not a party to any contract governed by these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 538 of the Singapore Statutes) to enforce any of its terms.
- 10.7 The Soller shall not be liable to the Buyer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, the Services, if the delay or failure was due to sary cause beyond the Selfer's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Selfer's reasonable control:
- Act of God, embargoes explosion, fixed, nuclear disaster, tempest, fire or accident; (i)
- (ii) war or threat of war, subotage, insurrection, public enemy, civil disturbance or requisition:
 - acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind under applicable
- (IV) Import or export regulations or embargoes:
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- (vi) government regulations and any event as a result from COVID-19, or any epidemic and pandomic, resulting in higher coals or difficulty in delivery;
- (vii) difficulties in obtaining raw materials, labour, fuel, parts or muchinery; or
- power failure or breakdown in machinery. (viii)
- 10.8 This is a computer-generated document and no signature of the Selter is required,
- 10.9 By signing the price list or quotation form or purchase order or delivery order or invoice to which these Conditions are ettached, the Buyer hereby agrees to and accepts these Conditions.



Ng Wah Hong Enterprises Pte Ltd Office & Workshop 52 Defu Lane 9, Singapore 559292 07 Defu Lane 9, Singapore 559249 T (65) 6487 1491 F (65) 6487 1493 neth.com.sg GST Rep.: 199902575E

3000/222

Messrs OMEGA AUTO PTE LTD

33 UBI AVE 3 #04-71 VERTEX SINGAPORE 408868

Attn

·MR TERENCE (H/P: 9271-8287)

TAX INVOICE E1901650

Quotation No.

QE201901027

Your P/O No.

Date

28/12/2019

Terms

C.O.D

Salesman

LINDA

Page

1

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S/N	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	Make & Model : MITSUBISHI FUSO 14FT			
	Vehicle No : YP6245R			
1	Cargo Deck Repair: 1) To supply & remove & re-install (after changing the platform) the existing aluminium canopy 2) To supply & change the cargo platform		2,800.00	2,800.00
2	To supply & change the signal light on rear passenger side		1 30.00	30.00

SINGAPORE DOLLARS: THREE THOUSAND TWENTY EIGHT AND CENTS TEN ONLY

1. Please pay 40% of total quote upon confirmation. 2. Full payment upon collection. 3. Deposit is not refundable. 4. Goods sold is not returnable. 5. All orders executed within 3 months of confirmation.	Sub-Total Discount 0.00 % GST 7 %	2,830.00 0.00 198.10
6. The company accepts no liability for any loss, damage, however caused. 7. The company reserves the right to change delivery date and time. 8. Unless full payment is received, the company reserves	Total Less Deposit :	3,028,10 0.00
the tight to reclaim/re-possess products and/or services supplied to the customer.	AMOUNT DUE: S\$	3,028.10

Received above mentioned goods in good order and condition

for NG WAH HONG ENTERPRISES PTE LTI

Received by		
•	Signature, Company	Stamp & Date

AUTHORISED SIGNATURE(S)

KURU & CO

			CE REPAIR INSPECTION (PRI) MEMO 2
	Our	ref no : <u>L.19</u> .	
	Dat	e : 4-12	-19
	Attı	1. : Tere	rce Dunega
	Veh	icle no/DOA/Model : YP	19 10e, Omega 10245R, 29-11-19, MITSUBISH
	Dea	r Sir,	
	You Tim	r objection enclosing your list of the frame – 2 working days (not i	f surveyors was sent to Party insurer on 4/12/19@15:29AM / PM. ncluding Saturday, Sunday and Public Holiday)
`		NO REPLY from Third Pa	ty insurer. Please proceed to appoint your surveyor and repair the vehicle.
)	\Box	OBJECTION from Third I	arty insurer. Please proceed to appoint your surveyor and repair the vehicle after
		the PRI by LKK	. Copy of their letter dated 4-12-19 and our
		letter 4-12-19 are	. Copy of their letter dated 4-12-19 and our enclosed.
			Party insurer's REPLY and they have agreed to appoint your surveyor:
		M/s	
		Copy of their letter dated	and our letter are enclosed.
	Plea toget	se forward us the repair bill a ther with the following informat	nd supporting documents when it's ready for us to proceed with your claim
	1	PRI (Before Dismantle)	
)	,		Date: 9.12.2019 Time:
	2	PRI (Dismantle)	Date: 16.12.2019 - Reav 7.01.2020 - Front
	3 .	Post repair inspection (if any)	Date: 13.01-2020 - After Paint
	4	Vehicle	Date in: Date out:
	L		

Warmest Rgds, Anne / Lena / Irene