



Ng Wah Hong
Enterprises Pte Ltd
52 Delia Lane 9
Singapore 539292
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F (65) 6487 3195
nwh@nwh.sg
ROC/GST Reg. 199202575E

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 | Qty | Unit Price | Amount |
|--------------|----------|--|------|------------|------------|
| 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 |
| GST (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 "Seller") and the individual or corporate entity identified on the price list or quotation form or purchase order or delivery order or invoice to which these Terms and Conditions of Services are attached (the "Buyer") hereby agree to the following terms and conditions (these "Conditions").

1. CONDITIONS APPLICABLE

1.1 These conditions shall apply to all contracts for provision of vehicular modification services for commercial and industrial purposes (the "Services") by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation or other document.

1.2 All orders for the Services shall be deemed to be an offer by the Buyer to purchase the Services pursuant to these Conditions.

1.3 The Seller shall be deemed to have accepted the Buyer's offer 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 vehicle(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 Seller) shall be inapplicable unless agreed in writing by the Seller.

1.6 These Conditions constitute the entire agreement of the parties with respect to the subject matter hereof and cancel and supersede all prior communications, representations, understandings, agreements and course of dealings.

2. QUOTATION, PRICING, PAYMENT TERMS

2.1 Unless otherwise stated, all prices quoted by the Seller on a quotation form, in respect of the Services are in Singapore Dollars (\$GD or \$S) and are valid for 30 days only. Subject to Condition 2.2 below, the Seller reserves the right to amend the prices after 30 days.

2.2 The Seller's quotation(s) and/or price lists are merely invitations to treat. The Seller 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 alteration in or addition to the Buyer's requirements; (ii) the Buyer's instructions or lack of instructions; (iii) any interruptions, delays or additional or overtime work in relation to causes for which the Seller is not directly responsible; or (iv) fluctuations in foreign exchange rates. The right is reserved by the Seller to correct any clerical or typographical invoicing 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 duties, 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 such duties, 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 writing.

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 cash 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 wilful 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 Buyer.

3.2 Except as expressly provided in these conditions and subject to applicable law, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, for any loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise 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.

4. PERFORMANCE

4.1 The quality and description of and any specification in respect of the Services and/or the scope of work in relation to the Services shall be those set out in the Seller's quotation or price list.

4.2 The Buyer shall submit to the Seller, within such reasonable time as the Seller may require, such arrangement for, and details regarding, the Services as the Buyer may require, at least [x] weeks prior to the commencement of the Service(s).

4.3 The Buyer shall indemnify the Seller against all losses, damages, costs and expenses awarded against or incurred by the Seller in connection with any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller'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 Seller 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 mutually agreed between the parties, but such dates shall be estimates only.

5.2 Upon completion of the Services, the Seller shall give notice of the same to the Buyer.

5.3 Upon receipt of the notice of completion of the Services, the Buyer shall collect the Vehicle(s) within three (3) days of receipt of such notice ("Collection Period") unless otherwise agreed between the parties.

5.4 The Seller reserves the right to change the mutually agreed date and time of the date of collection of the Vehicle(s) ("Agreed Collection Date") to another mutually agreed date and time.

5.5 The Seller shall not be liable for any loss or damage as a result of any change to the Agreed Collection Date.

5.6 In the event that the parties agree that the Buyer shall collect the Vehicle(s) within the Collection Period and the Seller does not change the Agreed Collection Date, but the Buyer fails to collect the Vehicle(s) on the Agreed Collection Date, the Buyer shall nevertheless make payment to the Seller as if the collection had been made by the Buyer on the Agreed Collection Date or pay to the Seller interest on the portion of the Contract Price at the rate of [x]% per (day/week) or part thereof from the Agreed Collection Date until payment is made in full.

5.7 Without prejudice to any other rights or remedies available to the Seller, the Seller may store 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).

5.8 For the avoidance of doubt, time of delivery and time for performance by the Seller shall not be of the essence.

5.9 On the Agreed Collection Date, the Buyer shall be entitled to conduct inspection and testing of the Vehicle(s) at the Seller'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 tear, Seller warrants that the Vehicle(s) will be free from defects in material and workmanship due to factory fault.

6.2 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.

6.3 Notice of defect by the Buyer must be in writing and identify all defects upon which the Buyer will rely to support such notice.

6.4 [Within [x] days of receipt of the notice of defect 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 sole and absolute discretion refund the Buyer up to [x]% of the Contract Price.]

6.5 The Buyer represents and warrants 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 limited to any third party intellectual property rights).

7. INDEMNIFICATION

7.1 The Buyer shall defend, indemnify and hold harmless the Seller, its officers, directors, agents, employees, successors and assigns from any and all claims, demands, costs, fines, penalties, fees, losses or expenses including legal fees or judgments resulting from any claim made or action brought as a result of (a) the use, storage, sale, processing, or other disposition of the Vehicle(s), or the action or inaction of the Buyer or its employees, customers, or agents which may cause injuries or damage giving rise to claims against the Seller, or (b) any alleged 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) with, any product, equipment, device or software not provided by the Seller.

7.2 The Seller 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 or suffered by the Buyer including any loss/damage of an indirect or consequential nature including but without limitation, any economic loss or other loss of turnover, profits, business or goodwill. In any event, the Seller's liability under or in connection with this contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall under no circumstances exceed ten percent (10%) of the Contract Sum payable to the Seller or such other sum as may be permitted under law.

8. CONFIDENTIALITY

8.1 The Buyer shall not disclose the Seller'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 Seller and for a period of three (3) years from and after such relationship ceases.

8.2 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 pertinent information with respect to, actual or potential customers or customer contacts; (ii) bidding and pricing strategies; (iii) market studies, penetration data, or other market information; (iv) research and development activities, information and plans; (v) technical, proprietary and know-how information; (vi) plans 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 secret processes, formulas, or methods.

8.3 Confidential information does not include information which the Buyer can demonstrate (i) was available to it on non-confidential basis prior to its disclosure by the Seller 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 Seller; or (iv) became available to the Buyer on a non-confidential basis from a source other than the Seller or its representatives, provided that such source is not known by the Buyer after due inquiry to be bound by a confidentiality agreement with the Seller or its representatives, or is otherwise prohibited from transmitting the information to the recipient by contractual, legal, or fiduciary obligation.

9. CANCELLATION

In the event that the Buyer cancels any order, the Buyer shall pay to the Seller the following charges: (i) [x]% 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 [x] and [x] days after the date of confirmation of order; and (ii) 100% of the Contract Price, if received by the Seller less than [x] 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 refers 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 Buyer hereby submits to the non-exclusive jurisdiction of the courts of Singapore.

10.3 No waiver, alteration or modification of any of the provisions hereof shall be binding on the Seller unless made in writing and duly authorized and executed by the Seller. A waiver or modification by the Seller of any condition or obligation of the Buyer hereunder shall not be construed as a waiver or modification of any other condition or obligation and no waiver or modification by the Seller 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 applicable court decision, then such provisions (i) shall not invalidate or render unenforceable such provisions in any other jurisdiction; and (ii) are hereby waived or amended to the extent necessary to achieve the same economic effect for these Conditions to be enforceable in such jurisdiction and the rest of these Conditions shall remain in full force and effect.

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. 53B of the Singapore Statutes) to enforce any of its terms.

10.7 The Seller 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 any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- (i) Act of God, embargoes, explosion, flood, nuclear disaster, pest, fire or accident;
- (ii) war or threat of war, sabotage, insurrection, public enemy, civil disturbance or requisition;
- (iii) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind under applicable law;
- (iv) Import or export regulations or embargoes;
- (v) 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 pandemic, resulting in higher costs or difficulty in delivery;
- (vii) difficulties in obtaining raw materials, labour, fuel, parts or machinery; or
- (viii) power failure or breakdown in machinery.

10.8 This is a computer-generated document and no signature of the Seller 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 attached, the Buyer hereby agrees to and accepts these Conditions.



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GST Reg.: 199502575E

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

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

Received above mentioned goods in good order and condition

for NG WAH HONG ENTERPRISES PTE LTD

Received by _____
Signature, Company Stamp & Date

AUTHORISED SIGNATURE(S)