

BIBUS MALAYSIA SDN BHD – Standard Terms and Conditions of sale

Definitions: for the purpose of these Terms and Conditions, the following words and expressions shall have the following meaning: “the seller” Bibus Malaysia Sdn Bhd. “the buyer”: such person that buys or agrees to buy the Goods. “The Goods”: such as equipment and / or parts thereof as are supplied under the contract for sale.

Prices, Specifications and Delivery times are subject to change without notice. Unless otherwise agreed in writing by the seller, Goods will be invoiced at the prices current at the time of despatch. Quotations do not constitute an offer and may be revised or withdrawn before acceptance of an order. Delivery dates are approximate and are subject to delays beyond our control.

SST: is excluded from published and quoted prices and will be added to invoices for Goods supplied in accordance with rates and legislation in force on the Shipping and invoice date.

Carriage: unless otherwise specified by special agreement confirmed in writing by the seller, carriage on all deliveries will be added to the invoice at the rate applicable for the method used. Where the buyer opts to arrange collection, the Shipping and Invoice Date shall be the date of notification of availability; the Seller reserves the right to charge storage on uncollected Goods after 3 days.

Terms: The seller may at its absolute discretion require payment at such date as it notifies to the Buyer in writing; otherwise, payment is due on the last day at the end of the month following the month of the Shipping and invoice date. The Seller reserves the right to charge interest on the overdue accounts at the rate of 6% per annum above Bank Negara’s minimum lending rate on the outstanding balance accrued on a daily basis from the due date until full payment is received.

Title: The Goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid the Seller the agreed price. The Buyer acknowledges that he is in possession of the Goods solely as a fiduciary for the Seller until all payment for such price has been made and shall insure the Goods against normal risks at his own expense. Until such time as the Buyer becomes the owner of the Goods, he will store them on his premises separately from his own goods or those of any other person and in a manner, which makes them readily identifiable as the Goods of the Seller. The Seller may for the purpose of recovery of its Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. The Buyer may resell such Goods on the basis that the entire proceeds of the sale are held in trust for the Seller and shall not be mingled with other monies or paid into an overdrawn bank account and shall be at times identifiable as the Seller’s monies. Before property passes, the Buyer may incorporate such Goods in or together with any product manufactured by the Buyer in the course of his business provided adequate records to identify such goods are kept; should such product be sold before full payment of the agreed price has been made, good title to such product shall pass but the Buyer shall be liable to account to the Seller for the proceeds of such sale limited to the Buyer’s invoice value of the Goods incorporated into such product.

Warranty: the Seller warrants the Goods to be free from defects in workmanship or material under normal use and service for a period of one year from the Shipment and Invoice Date and undertakes to repair or replace any parts which prove to be defective within that time or to repay the purchase price at the Seller’s option provided that the equipment and / or parts has been returned carriage paid within the warranty period. This warranty does not apply if the maximum ratings label has been removed or if the equipment has been abused altered used at ratings above the maximum specified,

or otherwise misused in any way. All technical advice, recommendations and services are based on technical data and information which the Seller believes to be reliable and are intended for use by persons having skill and knowledge of the business, at their own discretion.

Returns Procedure: Goods to be returned for Warranty claim or credit note will only be accepted with accompanying paperwork confirming details of original purchase and reason for return. Goods that are within the warranty period and are confirmed as covered by warranty (only due to manufacturing defects) will be repaired, or replaced to “as new” condition. We will return the goods repaired, or renewed, at our cost but do not cover the inward freight to ourselves from the claimant. Credit for goods incorrectly ordered and returned in “as new” condition, including unopened packaging, will be credited at the sales price, less carriage. Goods that are older than 7 days from shipping may be liable for handling surcharges.

Incorrect/damaged deliveries: the Seller shall not accept liability for shortages in quantity delivered or for damage to Goods delivered unless notified within 7 days from delivery of the Goods to the Buyer, or for non-delivery of Goods unless notified within 10 days of the Shipping and Invoice Date.

Acceptance: all orders shall be subjected to the terms and conditions contained or referred to in the Seller’s quotation, acknowledgement, and to those listed here and to no others whatsoever. No waiver, alteration or modification of these terms and conditions shall be binding unless in writing and signed by an executive officer of the Seller. All orders are subject to written acceptance by the Seller.

Liability: the Sellers total liability to the Buyer under any circumstances, including negligence, misrepresentation, breach of contract or otherwise shall not exceed the net invoice price to the Buyer of any undelivered, damaged or defective Goods. Where the Buyer requires a higher degree of liability and insurance is obtainable for such cover, the Seller may meet written requests on the basis that the Buyer shall reimburse the Seller for the premiums involved and will comply with any requirements of the insurers in effecting cover, in no event will the Seller be liable for more than any amount received from the insurers.

Force Majeure: the Seller will not be liable to the Buyer for any loss or damage caused directly or indirectly as a result of third party action or events beyond the reasonable control of the Seller preventing or delaying the supply of Goods or making such supply uneconomic; this includes (but is not limited to) accidents, failure of equipment, industrial action, riot, war, flood, storm, earthquake, fire, acts of God, raw material or labour shortages and or increased market costs.

Legal Jurisdiction: The contract entered into between the Buyer and the Seller shall be governed by the laws of Malaysia and any claim or dispute arising from such contract shall be subject to determination by the courts of Malaysia

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