

Bewitt Enterprise

General Terms And Conditions

The Bewitt Enterprise, hereinafter 'Seller' will supply the items and/or services identified on the face of this Quotation or Acknowledgment expressly conditional upon Buyer's acceptance of the following terms. Seller, by its commencement of performance, shall not prejudice the rights to enforcement of these conditions.

1. Acceptance Of Order

Any order send to the Seller by the Buyer shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon these conditions. Unless specifically agreed to in writing by the Seller.

2. Minimum Order Value

The acceptable value of any order is as indicated on the face of our Quotation form.

3. Delivery

Unless otherwise agreed in writing, sales are E.X.W. (Ex Works), and the point of origin shall be Seller's facility. Costs of normal boxing and packaging for domestic shipment are included in quoted prices. Method of shipment is as shown on the face of this Quotation, and unless specified otherwise, Seller normally will use the most convenient, least expensive surface transportation. When special domestic or export packing is specified, a change may be made to cover any extra expenses incurred. Seller assumes no responsibility for delay, breakage, damage or loss after its delivery to the carrier. Seller reserves the right to make partial shipments at its discretion. The delivery dates quoted are Seller's best estimate, which may be delayed due to engineering, material acquisition, or production delays and Seller disclaims any liability for direct, incidental, or consequential damages caused by said delays.

4. Payment terms

Unless otherwise agreed in writing, terms of sale are 'T/T in advance' (T/T in advance: Payment shall be made without deduction including any bank or transaction chargers or set off within 10days from the ordering date. Seller reserved the rights to hold the ordering process if no payment received upon the given period as above said). On the other hand, buyer has established the credit which specifically agreed to in writing by seller, the payment shall be due 'net 30 days' from date of invoice, with no discount allowed for early payment. At any time when in its opinion the financial condition of Buyer warrants, Seller may either alter or suspend credit, and in cases where credit is not established satisfactorily, or financial information is not available, the terms of sale shall be cash with order or 'T/T in advance'. at Seller's option. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. In addition to any other rights and remedies available to Seller, failure to pay any amount due within the time specified will result in a late charge of 1% per month being added to Buyer's account until final payment.

5. Quote Validity

All quotes by Seller are firm for thirty (30) days from the date of the quotation unless otherwise specifically stated in the Seller's quotation or as otherwise may be expressly agreed to in writing by the Seller. All prices are subject to change without notice after this period unless otherwise negotiated.

6. Reschedules

The prices quoted are expressly for the delivery dates negotiated. While Seller shall have no obligation to comply with unilateral directives to change schedules or temporarily cease work, Seller will endeavor to accommodate buyer's reasonable requests for acceleration or deceleration, made at least thirty (30) days prior to scheduled delivery, and stop work instructions not exceeding sixty (60) days duration. Such changes or instructions, if accepted by Seller, shall require an equitable adjustment in the contract price or delivery schedule, or both.

7. Order Cancellation

Unless otherwise agreed in writing, any order, once accepted by Seller, shall not be subject to unilateral cancellation except the cancellation received by seller within 10days from the order date. Cancellations received by us within 30 days of our acknowledged ship date are subject to charges up to the full value, and partial charges may apply to cancellations within 45 days of our acknowledged ship date. Buyer shall not cancel the order in whole or in part where non-conformity in any partial or installment delivery does not impair the value of the whole contract. In the event of cancellation for any reason, Seller shall not be liable for any incidental or consequential damages caused by such cancellation.

8. Substitution and modification

Seller reserves the right to substitute or modify the specifications of products without notice, providing that the substitution and modification do not materially affect the performance.

9. Limited Warranty

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to Seller's published specifications or other specifications accepted in writing by Seller or the origin factory for a period of one (1) year from the date of shipment of the products. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been soldered or altered such that they are not capable of being tested under normal test conditions. Seller or the origin factory shall make the final determination as to whether its products are defective. Seller or origin factory's sole obligation for products failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product where, within fourteen (14) days of the expiration of the warranty period, (i) Seller or origin factory has received written notice of any nonconformity; (ii) after Seller or origin factory's written authorization, Buyer has returned the nonconforming product to Seller; and (iii) Seller has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Liability

Seller shall not under any circumstances be liable for any general damages greater than the cost of the articles and hereunder, or for any special, incidental, or consequential damages whatsoever, whether arising from Seller's negligence, breach of contract, breach of expressed or implied warranty, any law giving rise to a claim of strict liability, or any other cause.

11. Confidential Information

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

12. Force Majeure

Seller shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay in performance due to fire, flood, labor strike, work stoppage, commercial impracticability, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of seller.

13. Export Regulations

Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Buyer agrees to comply with any export or re-export restrictions and regulations relating to products.

14. Taxes

Buyer agrees to pay any applicable sales or use taxes whether the taxes are separately invoiced or not, unless Buyer furnished Seller with adequate tax exemption certification.

15. Non-Waiver

These terms and conditions set forth the entire understanding between the parties with reference to the subject matter hereof. The failure of Seller to enforce at any time any of the provisions hereof shall not constitute a waiver of such provision or a waiver of the right to enforce any or all provisions at another time.

16. Applicable Law

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of Malaysia.