

Terms And Conditions Of Sale

1. Introduction

- 1.1 These terms and conditions shall govern the sale and purchase of products through our website.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

2. Interpretation

- 2.1 In these terms and conditions:
 - (a) "we" means *JOSEPHSAN PRIVATE LIMITED*; and
 - (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.

3. Order process

- 3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must consent to the terms of this document at the legal page by agreeing to and acknowledging (by selecting the checkbox provided) on the "Terms And Conditions", "Privacy Policy", "Return Policy" and "Customs Duties And Taxes" at Section 4 "Review & Place Order" upon checkout; you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout page; you must select your preferred method of delivery and confirm your order; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.
- 3.4 You will have the opportunity to identify and correct input errors prior to making your order and payment. You can *remove unwanted product items at the Checkout page* or *edit cart at the Shipping Address page* (right-hand side), where you will be asked to fill in your particulars and shipping address.

4. Products

- 4.1 Some of our products may be unavailable on our website from time to time.

4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

5. Prices

5.1 Our prices are quoted on our website in Singapore Dollars (SGD).

5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

5.3 All amounts stated in these terms and conditions or on our website are stated exclusive of Value-Added Taxes and/or Goods and Services Taxes.

5.4 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

5.5 In addition to the price of the products, you have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

6.1 You must, during the checkout process, pay the prices of the products you order.

6.2 Payments may be made by Paypal or Bank Telegraphic Transfer immediately.

6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

6.4 If you make an unjustified credit card payment, debit card payment or other charge-back, then you will be liable to pay us within 3 days following the date of our written request:

- (a) an amount equal to the amount of the charge-back;
- (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
- (c) an administration fee of SGD100 excluding VAT and/or GST; and
- (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

7. Deliveries

- 7.1 Our policies and procedures relating to the delivery of products are set out in this Section 7.
- 7.2 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process.
- 7.3 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation or, if no date is set out in the order confirmation, within 30 days following the date of the order confirmation; however, we do not guarantee delivery by this date.
- 7.4 We do guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 30 days following the later of receipt of payment and the date of the order confirmation.
- 7.5 We will only deliver products to places allowable by Singapore Post and/or our specified courier service providers.

8. Distance contracts

- 8.1 This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 8.2 You cannot withdraw an offer that is already entered into a contract with us through our website or cancel a contract entered into with us through our website at any time
 - (a) beginning upon the submission of your offer; and
 - (b) after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them or, if the contract is for delivery of multiple products, lots or pieces of something, after the day on which the last of those products, lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them.

9. Warranties and representations

- 9.1 You warrant and represent to us that:
 - (a) you are legally capable of entering into binding contracts;
 - (b) you have full authority, power and capacity to agree to these terms and conditions;
 - (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
 - (d) you will be able to take delivery of the products in accordance with these terms and conditions.

9.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are not sold free from any charge or encumbrance, except as specified in these terms and conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.

9.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

10. Limitations and exclusions of liability

10.1 These terms and conditions:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will be excluded or limited by these terms and conditions.

10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

- 10.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will limit and exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 10.6 Our aggregate liability to you in respect of any contract to purchase products from us under these terms and conditions shall not exceed the greater of:
- (a) *the product price*; and
 - (b) the total amount paid and payable to us under the contract.

11. Scope

- 11.1 These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.
- 11.2 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.
- 11.3 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products, including delivery services.

12. Variation

- 12.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 12.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

13. Assignment

- 13.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 13.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

14. Third party rights

- 14.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 14.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

15. Entire agreement

15.1 Subject to Section 10.1, these terms and conditions shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

16. Law and jurisdiction

16.1 These terms and conditions shall be governed by and construed in accordance with the law of Singapore.

16.2 Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of Singapore.

17. Statutory and regulatory disclosures

17.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

17.2 These terms and conditions are available in the English language only.

18. Our details

18.1 This website is owned and operated by *JOSEPHSAN PRIVATE LIMITED*.

18.2 We are registered in Singapore under registration number 199408895N.

18.3 You can contact us by email, using the email address published on our website at any time.