

## **Terms and Conditions**

### **1. Conditions**

In these conditions:

'Company'	means East Asia Training & Consultancy Pte Ltd a company registered in Singapore whose registered office is situated at 29 Haze Park Terrace #02-09 Singapore 678950.
'Conditions'	means the standard terms and conditions of the Company set out in this document and any other terms and conditions agreed in writing by You and the Company.
'Contract'	means the contract for the sale and purchase of the Goods and/or Services with You.
'Goods'	means the goods which the Company is to supply in accordance with these Conditions.
'Services'	means the provision of training and/or consultancy services by the Company with these Conditions.
'You'	means the customer who places an order with the Company and whose order is accepted by the Company.

Except as otherwise agreed in writing no other terms and conditions shall apply to any quotation, order or Contract between us. Any variation to these Conditions must be in writing and signed by a person duly authorised by the parties.

The Company's agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Company in writing.

In entering into the Contract, You acknowledge that You do not rely upon any such representations which are not so confirmed.

### **2. Orders**

Each order for Goods and/or Services by You shall be treated as an offer to buy subject to the Conditions.

No order placed by You shall be binding on the Company until acceptance is confirmed in writing by us.

The Company is under no obligation to accept any particular order or any orders at all.

### **3. Warranty of Goods/Services**

All Goods and/or Services will serve their intended functions. The Company warrants that (subject to other provisions of these Conditions): -

- the Services will be provided using reasonable care and skill and in accordance with any description of the Services on the dates and times set out in the Company's current literature;
- the Goods will correspond with any specification at the time of delivery

The Company shall not be liable for a breach of warranty in relation to the Goods unless You

notify the Company in writing of any defect within one (1) day of:

- the date of delivery in respect of any defect which would be apparent to You on reasonable inspection; or

The Company shall not be liable for a breach of the warranty if:

- any defect arises from improper maintenance, installation or modification, fair wear and tear, wilful damage, negligence, misuse, alteration or repair of the Goods or failure to follow the Company's instructions;
- the Price has not been paid by the Due Date for payment; or
- the Goods are not made available for inspection or returned to the Company at the Company's request.

The Company's liability shall be limited to:

- the replacement of the same Goods; or
- at the Company's option, refund of the Price.

The Company shall have no further liability to You. If the Company complies with this Condition it shall have no further liability to You for breach of the warranty in respect of the quality of the Goods.

Nothing in this clause shall affect Your statutory rights if You are an individual buying the Goods as a consumer and not as part of a business or trade

#### **4. Terms of Warranty**

The Company warrants that (subject to other provisions of these Conditions): -

- the Services will be provided using reasonable care and skill and in accordance with any description of the Services on the dates and times set out in the Company's current literature;
- the Goods will correspond with any specification at the time of delivery and will for a period of 90 days from the date of delivery be of satisfactory quality and free from defects in material and workmanship.

The Company shall not be liable for a breach of warranty in relation to the Goods unless You notify the Company in writing of any defect within one (1) day of:

- the date of delivery in respect of any defect which would be apparent to You on reasonable inspection; or
- the date when You knew or ought reasonably to have known of the defect, where the defect would not be apparent to You on reasonable inspection.

Goods claimed to be defective must be notified to the Company in writing, by facsimile or by other electronic means of communication and at the Company's option made available for inspection by or returned at your cost with details of the alleged defect to the Company immediately. The Company shall refund any delivery costs paid by You for the return of the Goods if in the Company's sole opinion the Goods prove to be defective.

The Company shall not be liable for a breach of the warranty if:

- any defect arises from improper maintenance, installation or modification, fair wear and tear, wilful damage, negligence, misuse, alteration or repair of the Goods or failure to follow the Company's instructions;
- the Price has not been paid by the Due Date for payment; or
- the Goods are not made available for inspection or returned to the Company at the Company's request.

The Company's liability shall be limited to:

- the replacement of the Goods; or
- at the Company's option, refund of the Price.

The Company shall have no further liability to You. If the Company complies with this Condition it shall have no further liability to You for breach of the warranty in respect of the quality of the Goods.

Nothing in this clause shall affect your statutory rights if You are an individual buying the Goods as a consumer and not as part of a business or trade.

All warranty conditions are stated in the product/services information provided, unless the manufacturer has provided none.

## **5. Prices**

The price of the Goods and/or Services ("Price") shall be set out in the Contract, or where no Price is stated in, the Company's list price at the date of acceptance of your order shall apply.

All prices are exclusive of delivery charges and GST (except where expressly stated), any other duty, tax tariff or charge arising in the Singapore or elsewhere, as shown in the section of the Company's catalogue or website about delivery.

All prices quoted exclude custom and duty taxes of the customer's country.

## **6. Payments**

Payment is required to be prepaid at the time your order is accepted by the Company for the Goods and/or Services in Singapore dollars or other currency where agreed in writing in advance. If payment is made by debit or credit card, the Company will send You a receipted invoice on delivery of the Goods and/or Services. If your debit or credit card fails for any reason, you must make immediate payment by an alternative method acceptable to the Company before the Goods are dispatched or the Services delivered.

Where agreed in writing in advance payment can be made within 30 days of the Company's invoice ('the Due Date'). In these circumstances the time of payment of the Price shall be of the essence of the Contract. The Company shall invoice You for the Price of the Goods and/or Services on or at any time after your order has been accepted for the Goods and/or Services.

If You fail to make payment on or before the Due Date, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- cancel any other contract the Company may have made with You;
- suspend any further deliveries to You; and
- apply interest to the outstanding amount from time to time at a rate of 12% per annum accruing daily from the date payment fell due down to the date of actual payment

(both dates inclusive). All costs and expenses incurred by the Company to recover any unpaid sums will also be due from You.

## **7. Delivery**

The Goods You order will be delivered to the address You give when You place your order. Delivery shall take place and risk of damage or loss to the Goods shall pass to You at the time of delivery or if You wrongfully fail to take delivery of the Goods at the time when the Company tenders delivery of the Goods. The Company has no responsibility for insuring the Goods after delivery.

Every effort will be made to deliver the Goods as soon as possible after your order has been accepted and in any event within 30 days of your order. However, the Company will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any reasonable or unavoidable delay in the delivery of the Goods.

If You fail to take delivery of the Goods, without prejudice to any other right or remedy the Company has, the Company may store the Goods and charge You all reasonable costs incurred in so doing including the full cost of related insurance.

Any delivery which does not contain the correct quantity of Goods ordered, which is misdelivered or damaged in transit must be notified to the Company in writing within one (1) working day of the date of delivery. The Company will endeavour to rectify the order as soon as possible.

## **8. Payment Processing**

The Company only accepts VISA, MASTERCARD & Corporate cheque payments.

The Company ensures accuracy in the billings as all transactions are automatically processed.

## **9. Cancellation of Goods**

The Company will refund the amount paid if the order is cancelled due to the unavailability of Goods or the Company's inability to deliver the Goods within the agreed time frame.

If You cancel the Contract. You must return all Goods received by You ("the Cancelled Goods") to the Company at your cost.

If You do not return the Cancelled Goods to the Company within 14 days of your cancellation notice or where You return the Cancelled Goods at the expense of the Company, the Company may charge You for the direct costs of recovering or return of the Cancelled Goods.

You warrant that You will retain possession of the Goods and take reasonable care of them from receipt of the Goods until the return of the Cancelled Goods to the Company otherwise the Company may claim any loss in the value of the Goods from you or any other losses the Company incurs. You will be responsible for the risk of the Cancelled Goods in transit.

You cannot return the Goods and cancel the Contract if You have used and/or damaged the Goods, for example where the Goods are computer software which have been unsealed by you.

## **10. Cancellation of Services**

Once your course registration is confirmed, You are required to pay the full course fee. No refund would be entertained if You make any cancellation thereafter. However, You may at the Company's discretion and approval substitute for an alternate delegate without any penalty charge.

**EAST ASIA TRAINING & CONSULTANCY PTE LTD**  
**Head Office: 3 Raffles Place, #07-01, Bharat Building, Singapore 048617**  
**Tel: (65)-62199062 Fax: (65)-67694739**  
**URL: <http://www.eastasiatc.com.sg>**

The Company will not entertain any cancellations of trainings once the order of the services is confirmed and submitted by You.

#### **11. Confirmation of Goods & Services**

The Company will send an electronic acknowledgement to the customer within 24 hours upon successful submission of the electronic order of your Goods and/or Services. If items ordered are unavailable, a message will be sent to the customer for further action.

The Company reserves the right to refuse admission if full payment has not been made by You for the Services.

#### **12. Exchange & Refunds**

All Goods & Services sold are non-exchangeable and non-refundable.

#### **13. Feedback**

The Company welcomes your feedback. Should You feel dissatisfied with any of the Company's Goods/or Services, please contact the Company at Tel: +65 62199062, Fax: +65 67694739 or email the Company at:

Email: [enquiry@eastasiatc.com.sg](mailto:enquiry@eastasiatc.com.sg)

Alternatively, You may refer your complaints to the BusinessTrust Secretariat if You are not satisfied with the resolution of the complaint. Complaints can be referred to

#### **BusinessTrust Secretariat**

Mr. Ramesh Vakkiprath  
35, Selegie Road, #09-25, Parklane,  
Singapore 188307  
Email: [ramesh@cnsq.com.sg](mailto:ramesh@cnsq.com.sg)  
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