

Name : Achmad Zaidan Nadjib NRIC : S7462815Z Reference No : BR2/160
JobSite : 33 Pasir Ris St 72 #08-25, Whitewater Date : 25/06/2022
Email : achmad_azn@yahoo.com H/P :

Renovation Contract

Item	Description	Qty	Amount	S Total (S\$)
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1. PROFESSIONAL SERVICES

1.1	<p>Space Planning & 3D Computerized Perspective Drawing</p> <p>Description :</p> <p><u>Testing the Heading with Bullet Points :</u></p> <ol style="list-style-type: none"> 1. These Lines are written for Testing the Addition Description. 2. Checking the bullet points. 3. Adding Paragraph. 4. Simply put, a paragraph is a collection of sentences all related to a central topic, idea, or theme. Paragraphs act as structural tools for writers to organize their thoughts into an ideal progression, and they also help readers process those thoughts effortlessly. Imagine how much harder reading and writing would be if everything was just one long block of text. 	1.00	\$450.00	\$450.00
1.2	<p>On-Site Supervision & Project Management</p> <p>Description :</p> <p><u>On-Site Supervision & Project Management.</u></p> <p><u>On-Site Supervision & Project Management.</u></p> <p><u>On-Site Supervision & Project Management.</u></p>	4.00	\$512.00	\$2,048.00
				Sub Total : \$2,498.00

Sub Total :	\$2,498.00
7.00% GST:	\$174.86
Grand Total :	\$2,672.86

CONTRACT TERMS & CONDITIONS

These terms and conditions shall apply to and be incorporated in the Contractor's (as defined below) quotation (the "Contract").

A. SERVICES

1) "Design 4 Space Pte Ltd" (the "Contractor") shall provide the following services to any person or business entity that purchases or agrees to purchase the services (the "Client") under this Contract:

- a) Undertake all the renovation works stated in the quotation ("Works");
- b) Assist the Client in the application to the relevant authorities in respect of all necessary approvals, licences and/or permits prior to the commencement of Works. All expenses related to the application of all necessary approvals, licences, and/or permits in respect of the Works shall be fully borne by the client.

B. VARIATION WORKS

- 1) including amendment to, addition to, substitution of, or omissions from the original scope of Works or any part thereof (including but not limited to the nature, character, design, dimension, measurement and/or material of the Works) shall constitute a variation of the Works ("Variation Works"). The Contractor reserves the right to revise the schedules of Works and completion date/s.
- 2) For the avoidance of doubt, the Contractor shall carry out the variation works only upon the execution of the variation order ("Variation Works").
- 3) Costs of any Variation Works, save for omissions, shall be in addition to and not included in the contract and shall be charged to the Client. In the event that the Client subsequently cancel any Variation Works under a Variation Order, the Client shall pay to the Contractor for any Variation Works already carried out by the Contractor under the Variation Order, including any materials or goods supplied or purchased (whether delivered or not) and work carried out (partially or in full) under the Variation Order.
- 4) Payment for any Variation Works shall be made as follows:-
 - i) 100% upon execution of the Variation Order;

C. PAYMENT TERMS

- 1) Schedule of payment:
 - i) 10% upon confirmation via signing of the quotation, being a non-refundable deposit ("Deposit");
 - ii) 50% upon commencement of the Works, i.e. upon the preparation of any design drawings or purchase of any materials in relation to the Works, whichever is earlier,
 - iii) 35% upon measurement of carpentry work;
 - iv) 5% upon completion of the Works (excluding any Variation Works).
- 2) All expenses in connection with the engagement and/or appointment of any professionals, including architects, engineers, surveyors and/or any professional institutions, for the purposes of carrying out the Works, shall be fully borne by the Client.
- 3) Unless otherwise agreed in writing between the parties, the payment terms as stated herein shall not be varied by either party.
- 4) In the event of any delay or default in payment by the Client, the Contractor reserves the right to suspend all Works without further notice to the Client. In such an event, the Contractor shall not be liable for any loss or damage, whether direct or consequential, suffered by the Client as a result.

5) For the avoidance of doubt, the Contractor shall retain the ownership and property rights over all the materials delivered and Works installed by the Contractor until the Contractor has received payment in full for Works and/or Variation Works carried out under the Contract and/or Variation Orders. In the event of any delay or default in any payment, the Contractor reserves the right to dismantle and remove the Works, including the carpentry works, from the Client's premises, and the Client shall allow the Contractor unrestricted access to the premises to perform such dismantling and removal. In such an event, the Contractor shall not be liable for any direct or consequential loss and damage caused by the dismantling and removal works.

6) All payments by the Client should be by way of crossed cheque made payable to "DESIGN 4 SPACE PTE LTD".

7) Payment by cash or cash cheque is not advisable. The Contractor is not liable for any loss, direct or consequential, suffered by the client arising from such payment. Any cash payment must be made at our showroom to authorized 7) personnel only and MUST be acknowledged with our company official receipt.

8) Upon receipt of any payment, our Accounts Department will confirm receipt of such payment with the Client, as part of our internal audit procedures.

9) In the event of any default in payment by the Client, the Contractor reserves the right to commence legal proceedings against the Client in respect of the default in payment. In such an event, the Client shall be liable to pay the Contractor for all expenses and costs (including legal costs on a full indemnity basis) incurred by the Contractor in connection with such legal proceedings.

D. FOC ITEMS

1) All free-of-charge ("FOC") items, discounts or refunds are subject to the written approval of the Contractor. All FOC items are not under the warranty of the Contractor.

2) Where the Client has received a discount on the quotation and/or any FOC item, the Client shall not be entitled to reduce the scope of the Works. In the event that the Client still wishes to reduce the scope of Works, the Contractor reserves the right to withdraw all such discounts and FOC item provided and shall make the necessary revision to the quotation.

E. TERMINATION OF CONTRACT

1) In the event that the Client terminates this Contract for whatever reason, the Deposit shall be forfeited and an administrative charge of 30% of the quotation will be imposed on the Client. The Contractor shall also be entitled to recover from the Client the value of the Works already carried out, including such amounts in respect of any materials supplied or purchased (whether delivered to the client's premises or not), work prepared (partially or in full) and any other losses the Contractor may suffer as a natural consequence of the termination. In addition, the Client shall indemnify the Contractor against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs (including legal costs on a full indemnity basis) and expenses of whatever nature which the Contractor may directly sustain, incur or suffer in connection with the Client's termination of the Contract.

2) The Contractor reserves the right to terminate this Contract if the Client make any requests in connection with the Works that the Contractor considers as unreasonable. In such event, the Contractor shall refund the Client the Deposit (without any interest) in full and final settlement of the parties' rights and obligations under this Contract, and each party shall have

no claim (howsoever or whatsoever caused, arising, alleged or otherwise) against each other, and the Client shall also have no claim (howsoever or whatsoever caused, arising, alleged or otherwise) against the Contractor's servants, agents, employees and/or subcontractors, in connection with the Contract. For the avoidance of doubt, the Contractor shall be entitled to recover from the Client the value of the Works already carried out, including such amounts in respect of any materials supplied or purchased (whether delivered to the client's premises or not), work prepared (partially or in full) upon termination.

F. AMENDMENT TO CONTRACT

1) The terms as set out in this Contract shall form the entire agreement between the Contractor and the Client and supersede, override and exclude any other terms stipulated, incorporated or referred to by the Client, whether in negotiations or in any course of dealing established between Contractor and the Client. There shall be no variation of the terms set out in this Contract unless mutually agreed in writing by both parties.

G. EVENT OF FORCE MAJEURE

1) The Contractor shall not be liable for failures or delays in performing its obligations hereunder arising from any cause beyond their control, including, without limitation, act of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems and in the event of any such delay, the time for all Parties' performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all reasonable due despatch in the circumstances.

H. COMPLETION OF WORK

1) Any dates quoted by the Contractor for completion of the Works may be subject to change and the Contractor shall not be liable to the Client for any delay in the completion of the Works.

2) The Contractor is not liable for any delays in the completion of the Works caused by any third parties engaged, employed or appointed by the Client. Further the Client shall indemnify the Contractor against any loss and damage suffered by the Contractor arising from any act and/or omission by these third parties.

I. DESIGN CHANGES & NATURAL DEFECTIVENESS¹⁾

1) All designs, details, specifications, and plans ("Designs") are subject to change depending on the site conditions. The Contractor shall inform the Client of any such changes as soon as practically possible.

2) All Designs presented to the Client are indicative only and may not correspond exactly to the actual completed works.

3) The Contractor is not liable for any natural occurring or manufacturing imperfections found in natural products, including but not limited to, granite, natural marble slab, compressed marble slab, natural broken marble, terrazzo, stone, ceramic tiles, timber, and natural wood flooring. For the avoidance of doubt, variation in the colour tone or vein pattern of these products are not defects.

J. INSPECTION OF WORKS

- 1) The Client shall inspect the Works and if the Works or any part thereof is not in accordance with the Contract ("Defects"), he/she shall, within 7 calendar days of taking over the keys to or moving into the premises that is the subject of the Works, notify the Contractor in writing and setting out the details of the Defects. The provision of such written notice within the specified 7 calendar days shall be a condition precedent to any claim that the Client may subsequently make in respect of the Defects.
- 2) The absence of such notice shall be conclusive of the fact that the Works are free from any defects which would be apparent on reasonable examination. The Client shall then make full payment to the Contractor for all remaining balance payments under the Contract.
- 3) The Contractor shall, on being given written notice in accordance with Clause J(2) by the Client, make good at their own costs any Defects. The Contractor shall not be liable for any consequential, special, incidental or indirect damages, including but not limited to, economic losses and liquidated damages suffered by the Client as a result of the Defects.
- 4) Any touch-up works in relation to unsatisfactory workmanship issues are confined to the localised affected area. The Client shall not be entitled to a one-to-one exchange of the whole item of such work.