**CONDITIONS OF SALE**

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All orders accepted by Alliance Automation Pte Ltd (hereinafter referred to as ALAPL) are subject to the Terms and Conditions of Sale set out below:

General

i. All orders for products ("Products") will be accepted by Alliance Automation Pte Ltd (ALAPL) subject to below terms and conditions of sale.

ii. Any person who places orders for Products with ALAPL ("Customer") is bound by these terms and conditions.

iii. No other terms will apply to the supply of Products and Services by ALAPL unless agreed in writing by an authorized signatory of ALAPL.

iv. Customer's purchase order is solely for the purpose of requesting delivery dates, quantities and shipping destinations and instructions.

v. Any provision of Customer's purchase order (or other documents and communications) which is in any way inconsistent with or in addition to the terms and conditions contained herein shall not become part of the contract between ALAPL and Customer or otherwise be binding on ALAPL unless expressly agreed to in writing by ALAPL.

vi. ALAPL reserves the right to amend these terms and conditions at any time.

vii. The most current version of these terms and conditions can be found at [www.alliance-a.com](http://www.alliance-a.com) under the title Conditions of Sale.

viii. These terms and conditions, as may be amended from time to time by ALAPL, constitute the entire agreement of the parties with respect to the subject matter hereof and cancel and supersede all prior communications, representations, understandings, agreements, and course of dealings.

ix. Descriptions of the Products in the ALAPL website or otherwise communicated to the Customer are approximate only and shall not form any part of the contract with the Customer.

x. ALAPL shall not be liable to the Customer for any errors or omissions on its website content or catalogue.

xi. The advertising of products in the ALAPL website is not an offer capable of acceptance. It merely constitutes an invitation by ALAPL for the Customer to make an offer.

**Prices**

i. The prices of Products are as set out in the ALAPL website that is current at the date of publication.

ii. Products which are not listed in the ALAPL will be sold at the prices set out in the relevant ALAPL quotation.

iii. All prices exclude services, installation and applicable taxes which shall be payable by the Customer.

iv. ALAPL reserves the right to change prices without prior notice at any time.

**Ordering**

i. ALAPL reserves the right to decline to trade with any company or person and may decline to accept any order without having to provide any reason.

ii. ALAPL substitute an ordered product where the product has been superseded by the latest version.

iii. If the Customer orders the wrong Product or quantity, or duplicates orders, clause **Cancellations and Returns** will apply.

iv. Each tender or quotation may be withdrawn by ALAPL at any time before acceptance by ALAPL of any order placed with ALAPL.

**Delivery**

i. ALAPL will aim to deliver products in accordance with the customer's order.

ii. The customer's delivery options, and the prices for them, are set out on ALAPL's website or will be notified to the customer at the time of receipt of order. Lead times for products may published on the ALAPL’s website [www.alliance-a.com](http://www.alliance-a.com) and are approximate for delivery shall not be of the essence.

iii. Delivery will be made to the customer's usual address as stated in its order, unless otherwise agreed in writing.

iv. Times and dates for delivery quoted in the ALAPL website or by ALAPL's employees are approximate only and ALAPL shall not be liable for the consequences of any delay in delivery.

v. Time for delivery shall not be of the essence.

vi. Delivery of products marked in the website as requiring special handling may (because of their nature) take longer to deliver.

vii. If any delivery is late, the customer must notify ALAPL, and ALAPL will endeavour to ascertain if the product has been delivered or the expected delivery time of the product to the customer.

viii. If a revised delivery time is not acceptable ALAPL may also, at its discretion, offer an alternative delivery option.

ix. ALAPL may notify the customer if ALAPL will be unable to fulfil any order within the published lead time, and will provide alternative options.

x. To the fullest extent permitted by law, these are the customer's exclusive remedies for late delivery.

**Inspection, Transit Delays and Non-Delivery**

i. The customer must inspect all products as soon as reasonably possible after delivery and in case, within 7 days of delivery or, in the case of (d), the due date for delivery, give written notice to ALAPL of:

a. Any defect in a product that is apparent on reasonable examination. In this case ALAPL shall, at ALAPL's discretion, replace the product or refund the purchase price.

b. Any shortfall in products delivery. In this case ALAPL shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products.

c. Any delivery of products not in accordance with the order. In this case ALAPL shall, at ALAPL's discretion, replace the products or refund the purchase price.

d. Any non-delivery of the products. In this case ALAPL shall deliver the undelivered products or refund the price of the undelivered products.

ii. If the customer fails to give any such notice, the customer will be deemed to have accepted the relevant order as being delivered in accordance with the customer's instructions and to have accepted the products as being free from all apparent defects.

iii. To the fullest extent permitted by law, the remedies set out above are the customer's exclusive remedies in the circumstances described in paragraphs (a) to (b) above. ALAPL shall not be liable for any other losses, damages or expenses howsoever caused, whether due to the negligence or otherwise of ALAPL or its servants, agents or sub-contractors.

**Payment**

i. Payment by bank transfer.

ii. Payment by cash on delivery (Singapore only).

iii. Payment by Debit/Credit Card (via PayPal).

iv. Payment by PayPal.

**Passing of Risk and Property**

i. Risk of loss of or damage to the products shall pass to the Customer on delivery.

ii. Title to the products shall not pass to the customer until all sums due to ALAPL from the customer for those products have been received by ALAPL, and until that time ALAPL shall be entitled to the immediate return of all products if the customer is late in paying any sum to ALAPL.

iii. The customer grants ALAPL, its employees and its agents an irrevocable licence to enter any premises of the customer and to recover the products for that purpose.

**Product and Availability Information**

i. ALAPL reserves the right to discontinue any product when its availability runs out or to change the product to its upgraded version at any time.

ii. Unless otherwise confirmed, nothing in the website or catalogue is to be taken as a representation of the source of origin, manufacture, or production of any products or any part of them.

**Warranty**

i. For products: ALAPL warrants that if any product is defective, it will, at its option (to the fullest extent permitted by law), replace (subject to RMA) or repair the product or refund the purchase price.

ii. This warranty is subject to a claim being notified in writing to ALAPL within 12 months of the date of dispatch of the Product, or such other longer period as may be indicated by ALAPL for specific products from time to time.

iii. These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of ALAPL.

iv. The Customer must deal with the defective products in accordance with ALAPL's instructions.

v. The Customer must contact ALAPL to notify ALAPL in advance or the return of any products and obtain a returns number (RMA), to be quoted on all paperwork.

vi. Returned products must be accompanied by an advice note or RMA form from AALPL stating the invoice number and the nature of the defect.

vii. Where the customer does not return products in accordance mentioned in (vi), ALAPL may refuse such products and return them to the customer at the customer's cost.

viii. The remedies set out above shall be ALAPL's sole liability and the customer's sole remedy for any breach of warranty and in respect of the supply of products and/or services.

ix. Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions concerning the supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, merchantable quality, fitness for purpose and provision of services with reasonable care and skill).

x. ALAPL will not be liable to the customer for any loss, damage or liability which arises out of the breach of implied warranties, terms or conditions or breach of any other duty of any kind imposed on ALAPL by operation of law or for any negligence.

xi. The customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

**Limitations of Use**

i. Products sold by ALAPL are not recommended or authorized for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which failure of a single component could cause substantial harm to persons or property.

**Liability**

i. To the fullest extent permitted by law, ALAPL shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including through the ALAPL sales team and technical helpline) whether or not due to its negligence or that of its employees, agents or sub-contractors.

ii. To the fullest extent permitted by law, ALAPL shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss or any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with:

a. Any expressed or implied terms of the contract between ALAPL and the customer, or of any order accepted by ALAPL;

b. Any duty of any kind imposed on ALAPL by law; or

c. Any defect in the products.

iii. If, notwithstanding any provisions of these terms and conditions, any liability attaches to ALAPL, ALAPL's liability to the customer arising out of or in connection with these terms and conditions or any order whether in contract, tort or otherwise in respect of one or more of

a. Any expressed or implied terms or implied terms of the contract between ALAPL and the customer, or of any order accepted by ALAPL;

b. Any duty of any kind imposed on ALAPL by law.

**Cancellations and Returns**

i. The customer may not cancel orders once accepted by ALAPL. ALAPL may allow an order to be cancelled at its sole discretion, subject to ALAPL recovering from the customer the costs incurred by ALAPL.

ii. If only part of an order is cancelled, ALAPL may invoice the customer any difference in selling price per unit applicable to the quantity actually dispatched prior to cancellation compared to the quantity ordered.

iii. Additional terms and conditions apply to the cancellation and amendment of scheduled orders (i.e. orders for products to be delivered periodically and which are specifically sourced for the customer) which ALAPL will provide at the time of order.

iv. All goods sold are non-returnable if they are in accordance with the specifications specified in the order.

**Force Majeure**

i. A force majeure event is any event beyond the reasonable control of ALAPL (including strikes, traffic congestion, the downtime of any external line, or ALAPL's inability to procure services, materials or articles required for the performance of the contract except at enhanced prices).

ii. If ALAPL is prevented or restricted from carrying out all or any of its obligations by reason of any force majeure event, then ALAPL shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period.

iii. If the force majeure event continues for a period longer than 14 days, ALAPL may cancel the affected order or cancel the whole or any part of these terms and conditions, without any liability to the customer.

**Compliance with Laws**

i. The customer shall observe all laws, regulations and requirements imposed in relation to the products and the sale, labelling and storage of them in the jurisdiction in which the customer or products are situated, and shall indemnify ALAPL against all actions, claims, costs, demands and expenses incurred or suffered by ALAPL arising out of the reach by the customer of this clause, including  legal fees on a solicitor/client basis.

ii. The customer shall not knowingly sell to any buyer who is on, or who will supply the products to any other person who is on, the US Denials List or any other embargoes or sanctions list.

iii. The customer shall comply with all applicable export control, re-export, sanctions, embargoes and denied persons regulations and shall comply with any applicable ALAPL policy in force from time to time (if there is any conflict between the two, the export controls shall prevail).

iv. The customer acknowledges that it is the customer's sole responsibility when exporting the products to any other country or jurisdiction to ensure that the Customer complies with all applicable laws and regulations.

v. The customer shall indemnify ALAPL against all actions, claims, costs, demands and expenses incurred or suffered by ALAPL arising out of the breach by the customer of this clause.

**Law and Jurisdiction**

i. The contract between ALAPL and the customer as applicable to each customer order shall be governed by and interpreted in accordance with Singapore law and the customer submits to the non-exclusive jurisdiction of the Singapore courts, but ALAPL may enforce the contract in any court of competent jurisdiction.

**Damage or Loss of Goods During Transit**

i. Goods damaged or lost due to mishandling or whatsoever by the forwarder or courier company of packages or parcels during the transit of goods from our premise to buyer's will fall under the responsibility of the freight service provider.

ii. While ALAPL shall take the initiative and responsibility to file for damage claim, ALAPL shall in no way be held liable for loss suffered by the buyer in such an incident.

iii. Claimable amount determined by the freight service provider will be the final amount payable for such damage or loss suffered by the buyer.

**30-Day Money Back Guarantee**

i. We want you to be fully satisfied with every item which you purchase from [www.alliance-a.com](http://www.alliance-a.com).

ii. If you are not satisfied with an item that you have purchased, you may return the item within 30 days from the order date for a full refund of the purchase price, minus the shipping, handling or other related charges.

iii. Our 30-Day Money Back Guarantee does not apply to all items.

iv. Currently, please contact ALAPL for the required product which are in-stock, subject to eligibility for the 30-Day Money Back Guarantee.

v. The product must be returned in its original factory packing in good condition, unused and unopened state, and with all paperwork and accessories to ensure full credit.

vi. ALAPL's shipping policy on return is that customers are responsible for the outgoing and returning freight charges and handling fees when returning products to ALAPL, including products returned under the 30-Day Money Back Guarantee.

vii. We are certain that you will be satisfied with the products we sell as they are 100% original and genuine products.

viii. However, we offer the industry's BEST no-hassle money back guarantee for a full 30 days just in case.

ix. If you are not completely satisfied, please send an email to [customerservice@alliance-a.com](mailto:customerservice@alliance-a.com) or contact Alliance Automation Pte Ltd headquarter at +65-68463118.

**Shipping Policy on Warranty Claim & Return**

i. In case of a warranty claim or return, customer is responsible for all shipping charges involved in delivering or returning the goods.

ii. It is the responsibility of the customer to return the goods to ALAPL's premise via a forwarder or freight service provider at the customer's own cost.

iii. The original outgoing shipping fees will not be compensated and will be borne by the customer.

iv. The shipping fees for good delivery after the warranty claim back to the customer's premise will be borne by the customer.