

LINETYPE TERMS AND CONDITIONS OF SALE

Effective Date: 24/1/2024

1. Definitions & Interpretation

- 1.1. Unless defined otherwise, the definitions and interpretation provisions in Schedule 1 shall apply to these Terms & Conditions of Sale.

2. Purchase of Products

- 2.1. Your Compliance: You agree to adhere to all guidelines, notices, operating rules, policies, and instructions related to purchasing Products through the Platform. These guidelines may be issued by LINETYPE (whether concerning Platform usage or Product purchases, on behalf of Vendors), and are subject to change. Your continued use of the Platform signifies your awareness of and consent to any modifications to these guidelines.
- 2.2. Product Description:
 - 2.2.1. While Entity strives to provide accurate descriptions of Products, neither Entity nor the Vendor guarantees the accuracy, currency, or error-free nature of such descriptions. In case you receive a Product that substantially differs from the description on the Platform and your order, refer to Clause 6 for applicable terms.
- 2.3. Vendors:
 - 2.3.1. Products are sold by entities referred to as "Vendors." Entity may function as a "Vendor" for specific Products. The term "Vendor" can also denote parties other than Entity, such as Third Party Vendors. The webpage listing a Product will indicate whether it is sold on the Platform by Entity or a Third Party Vendor. Products sold by Vendors are governed by separate Customer Contracts (details in Clause 2.6), which:
- 2.4. For Products sold by Third Party Vendors, are agreements exclusively between you and the Third Party Vendor.
- 2.5. For Products sold by Entity, are agreements exclusively between you and Entity.
- 2.6. Placing your Order:

- 2.6.1. You may place an Order by completing the Order form on the Platform and clicking "Place my Order." Vendors will only accept Orders placed through this method. You are responsible for ensuring the accuracy of your Order.

3. Orders are irrevocable and unconditional:

- 3.1. All Orders are considered irrevocable and unconditional once transmitted through the Platform. Vendors reserve the right to process such Orders without requiring further consent or notice from you. While you can request to cancel or amend an Order in specific circumstances (outlined in Clause 8), Vendors are not obligated to fulfill such requests.

4. Vendor's reservation of rights:

- 4.1. Vendors have the discretion to accept or decline Orders, and each accepted Order constitutes a separate Customer Contract. Unless notified of Order acceptance by the Vendor, Vendor is not party to any legally binding agreements or commitments related to the Products, and thus, is not liable for associated Losses. Vendor reserves the right to decline or process any Orders received through the Platform at their absolute discretion.

5. Product Warranty:

- 5.1. Each Product's warranty ("Product Warranty") is specified by the Vendor via the Platform, under the "Specifications" tab in fields "Warranty Type" and "Warranty Period." Product Warranty terms and conditions are applicable unless expressly prohibited by mandatory law. Unless provided otherwise in the Product Warranty or with prior written consent from Entity, all other express or implied terms, warranties, or conditions are excluded.

6. Customer's Acknowledgment:

- 6.1. You affirm that you have not relied on any term, condition, warranty, representation, or inducement not expressly stated in a Customer Contract or described in any catalog or publicity material. You also agree that the exclusions of warranties, liability, and remedies in these Terms & Conditions of Sale and Customer Contracts are reasonable and permit Vendors to offer Products at competitive prices.

7. No representations or warranties: In addition:

- 7.1. No implied or express warranties are provided regarding the life, wear, suitability, or specific conditions of the Products.

- 7.2. Vendor only guarantees delivering Products in line with the general description under which they were sold.
- 7.3. Entity and Vendor are not liable for measures and actions taken by you or third parties resulting from improper defect remedies, alterations, additions, misuse, or failure to follow instructions.
- 7.4. Entity and Vendor hold no liability for any Losses incurred due to defects arising after the applicable Product Warranty expires.

8. Intellectual Property:

- 8.1. Marks and Notices: You agree not to remove or alter trademarks, logos, copyright notices, serial numbers, labels, tags, or other identifying marks on the Products without prior written consent from Entity.
- 8.2. Product Materials: Software applications, drivers, computer programs, design details, technical handbooks, manuals, drawings, or other data provided to you by Entity in connection with your Order ("Product Materials") are subject to licensing terms and conditions defined by Entity or its licensors. Product Materials remain the property of Entity or its licensors, and all associated Intellectual Property remains solely with Entity or its licensors. Unless otherwise stated in the Order or with prior written consent from Entity, you must return Product Materials and copies upon Entity's request.

9. Delivery of Products

- 9.1. Delivery: We will make reasonable efforts to deliver the Products to the address you provide within the specified estimated delivery time. However, delivery times are not guaranteed, and we are not liable for any delays.

10. Inspection Upon Delivery:

- 10.1. You are responsible for inspecting the Products upon delivery. Any damage or discrepancies should be reported to us immediately to ensure eligibility for returns or refunds.

11. Risk of Loss:

- 11.1. The risk of loss and title to the Products transfer to you upon delivery. If you use your own shipping carrier, the risk transfers when we deliver the Products to the carrier.

12. Returns and Refunds

- 12.1. Return Policy: Returns are subject to our Return Policy, detailed in Schedule 2, which is an integral part of these Terms & Conditions of Sale.

13. Customer Contracts

- 13.1. Customer Contracts: Purchasing Products through the Platform may require acceptance of additional terms and conditions provided by the Vendor in a "Customer Contract." Each Customer Contract forms a distinct agreement between you and the Vendor. By placing an order for Products, you are bound by the terms outlined in any Customer Contract relevant to your purchase.

14. Product Warranty

- 14.1. Product Warranty: The Product Warranty for each Product is provided by the Vendor and governed by terms specified by the Vendor. Refer to the "Specifications" tab on the Platform for details regarding a specific Product's Warranty.

15. Intellectual Property

- 15.1. Intellectual Property: You are not authorized to remove or alter any trademarks, logos, copyright notices, serial numbers, labels, tags, or other identifying marks on the Products without our prior written consent.
- 15.2. Product Materials: Product Materials provided to you by Entity are subject to licensing terms and conditions set by Entity or its licensors. The Product Materials remain the property of Entity or its licensors, and any associated Intellectual Property remains the exclusive property of Entity or its licensors. Unless expressly provided in the Order or with prior written consent from Entity, you must return Product Materials and copies upon request.

16. Limitation of Liability

- 16.1. No Liability: To the extent permitted by applicable law, Entity, its affiliates, officers, directors, employees, agents, and suppliers are not liable for indirect,

17. Payment

- 17.1. General: You can make payments for Products using the payment methods prescribed by Entity. The actual payment will be charged only upon the Vendor's acceptance of your Order and the formation of a Customer Contract. All payments should be made to Entity, which may accept payment either directly or as an agent on behalf of Third Party Vendors. You acknowledge that Entity is authorized to collect payments from you for Third Party Vendors.
- 17.2. Additional Terms: Payment methods may be subject to additional terms as prescribed by Entity from time to time.

18. Payment Methods:

- 18.1. You agree to abide by the user agreement applicable to your chosen payment method. You cannot hold the Vendor or its agents (which may include Entity) responsible for any failure, disruption, or error related to your selected payment method. Entity reserves the right to modify or discontinue any payment method at any time without notice or providing reasons.
- 18.2. Payment by Voucher: If you use a Voucher, the Voucher Terms & Conditions specified here apply.
- 18.3. Payment by PayNow QR Code: When you use the PayNow QR Code for payment, you agree to the following terms:
 - 18.3.1. Scan the PayNow QR Code only once to avoid duplicates. In case of duplicate top-ups, Entity will issue a refund through a method notified to you at the relevant time.
 - 18.3.2. The PayNow QR Code is valid for a limited period, as indicated on the QR Code page.
 - 18.3.3. If your PayNow transfer is automatically reversed due to no fault of Entity, Entity reserves the right to claim or recover such mistakenly recorded amounts directly from you.
 - 18.3.4. Eligible goods and services for purchase via PayNow may change at Entity's discretion. If your order includes ineligible items, please choose another valid payment method, such as a credit card, to pay for the order.

- 18.3.5. Payment by Instalment Payment Plan: Instalment Payment Plans are subject to the Entity Singapore Instalment Payment Plan Terms and Conditions, as well as the terms and conditions of relevant banks or credit card issuers.
- 18.3.6. Payment by Other Methods: If Entity offers additional payment methods that are not related to the Entity Wallet in the future, you will find relevant terms and conditions for those methods here.

19. Refunds/Returns/Repairs/Replacements

- 19.1. Refer to terms laid out in the Refunds/Returns/Repairs/Replacements document

20. Termination

- 20.1. Cancellation by You: You may cancel the Customer Contract before the Vendor dispatches the Products under such Customer Contract by providing written notice to Entity through our Contact Us page at Entity Contact Page. If the Products have already been dispatched, you may not cancel the Customer Contract but may only return the Products in accordance with Clause 6.
- 20.2. Cancellation by Vendor: Without prejudice to any other termination rights in these Terms & Conditions of Sale for Entity, the Vendor, or Entity acting on the Vendor's behalf, may stop Products in transit, suspend further deliveries, and/or terminate the Customer Contract with immediate effect by providing written notice to you on or at any time after the occurrence of any of the following events:
 - 20.2.1. The Products under the Customer Contract become unavailable for any reason.
 - 20.2.2. You are in breach of an obligation under the Customer Contract.
 - 20.2.3. You pass a resolution for your winding up or a court of competent jurisdiction issues an order for your winding up or dissolution.

- 20.3. An administration order is made in relation to you or a receiver is appointed over your assets or an encumbrancer takes possession of or sells any of your assets.
- 20.4. You make an arrangement or composition with your creditors generally or apply to a Court of competent jurisdiction for protection from your creditors.
- 20.5. Termination by Vendor in the event of Pricing Error: The Vendor reserves the right to terminate the Customer Contract in the event of a pricing error on the Platform. In such a case, Entity shall, on behalf of the Vendor, notify you of the cancellation in writing. The Vendor has the right to terminate the Customer Contract whether or not Products have been dispatched or are in transit and whether payment has been charged to you.

21. Risk and Property of the Goods

21.1. Risk and Property of the Goods

- 21.1.1. Risk Transfer: The risk of damage to or loss of the Goods passes to you at the time of purchase.
- 21.1.2. Property Ownership: Ownership of the Goods does not pass to you until Entity has received full payment of the price of the Goods and all other goods agreed to be sold by Entity to you for which payment is due.
- 21.1.3. Fiduciary Agent: Until property ownership passes to you, you shall hold the Goods as Entity's fiduciary agent and bailee and shall keep the Goods separate from your own.
- 21.1.4. Notification of Matters Affecting Title: You agree to immediately notify Entity of any matter affecting Entity's title to the Goods and provide any necessary information as Entity may require.
- 21.1.5. Demand for Goods: Until property ownership passes to you (and provided the Goods are still in existence and have not been resold), Entity may demand that you deliver the Goods to Entity,

and if you fail to comply, Entity may take legal action against you to recover the Goods, seek damages, and recover all costs, including legal fees.

- 21.1.6. No Pledging or Charging: You are not entitled to pledge or use the Goods as security for any debt without Entity's consent. If you do so, all amounts you owe to Entity will become immediately due and payable, without prejudice to Entity's other rights or remedies.
- 21.1.7. Indemnification: You shall indemnify Entity against all loss, damages, costs, expenses, and legal fees incurred by Entity in connection with the assertion and enforcement of Entity's rights under this condition.

22. Limitation Of Liability

- 22.1. Customer's Sole Remedies: The remedies outlined in Clause 6 are your sole and exclusive remedies for non-conformity of or defects in the Products.
- 22.2. Maximum Liability: Regardless of any other provision in these Terms & Conditions of Sale, the Vendor's maximum cumulative liability to you or any other party for all losses under, arising from, or relating to the sale of Products under each Customer Contract will not exceed the total sums you have paid to the Vendor under that Customer Contract.
- 22.3. Exclusion of Liability: Entity and its affiliated entities shall not be liable to you for any losses, regardless of the form of action, arising directly or indirectly from:
 - 22.3.1. Amounts due from other users of the Platform related to the purchase of any Product;
 - 22.3.2. The sale of Products to you, their use, or resale by you; and
 - 22.3.3. Any defects resulting from fair wear and tear, wilful damage, misuse, negligence, accidents, abnormal storage or working conditions, alteration or modification of the Products, or failure to comply with the Vendor's instructions on Product use (whether oral or written).

23. Conflict Resolution:

- 23.1. Refer to terms laid out under the conflict resolution document

24. General

- 24.1. References to "Entity": References to "Entity" in these Terms and Conditions of Sale for Entity apply to Entity's actions on its behalf as the Vendor, as the operator of the Platform, or as the agent of Third Party Vendors acting as Sellers in relation to each Customer Contract.
- 24.2. Additional Rights: The rights and protections conferred on Entity under these Terms and Conditions of Sale for Entity are in addition to the rights and protections conferred under the Terms of Use, Privacy Policy, and any other terms and conditions agreed to or accepted by you.
- 24.3. Severability: If any clause in these Terms and Conditions of Sale for Entity, Terms of Use, Privacy Policy, or other agreed terms is invalid, unenforceable, or illegal, it shall be enforced as closely as possible to its original terms. If it remains invalid, unenforceable, or illegal, it shall be considered severed and shall not affect the enforceability of any other clauses, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 24.4. Amendments: Entity reserves the right to alter, modify, add, or otherwise revise these Terms and Conditions of Sale from time to time as it deems appropriate. You will be bound by the amended terms and conditions. If you continue to use the Services provided by Entity after such amendments, you will be deemed to have accepted the changes.
- 24.5. Cumulative Rights and Remedies: Unless otherwise provided under these Terms & Conditions of Sale, the provisions of these Terms & Conditions of Sale for Entity and Entity's rights and remedies under these Terms & Conditions of Sale are cumulative and are without prejudice. They are in addition to any rights or remedies Entity may have in law or in equity. No exercise by Entity of any one right or remedy under these Terms & Conditions of Sale, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms & Conditions of Sale or at law or in equity) operate to hinder or prevent Entity's exercise of any other such right or remedy as at law or in equity.

- 24.6. Correction of Errors: Any typographical, clerical, or other error or omission in any acceptance, invoice, or other document on Entity's part shall be subject to correction without imposing any liability on Entity.