

Products

§ 1

Subject matter

These general terms and conditions for products ("GTC Products") apply to any and all products of Pilz South East Asia Pte. Ltd. ("Pilz") that Pilz sells to any corporate or individual customer ("Client"). Separate terms and conditions shall apply to software products and for services or performance of work.

§ 2

Scope of applicability

(1) These GTC Products shall apply to all current and, by way of a blanket agreement, also to all future business relationships between Pilz and the Client, without Pilz needing to refer the Client to the GTC Products in each specific case, unless other general terms and conditions of Pilz have been incorporated into the respective contract(s).

(2) The quotations and declarations of acceptance, as well as all products, are provided exclusively on the basis of the GTC Products, in each case in their latest version. These GTC Products are freely accessible at any time on the Internet at <https://www.pilz.com/en-SG/termsandconditions>, and will be sent to the Client by e-mail or telefax upon request. These GTC Products may be saved and printed out by the Client in a reproducible form.

(3) Terms and conditions of the Client are hereby expressly rejected. Where the Client provides or maintains different, conflicting or additional terms and conditions, these shall not form part of the contract with Pilz, regardless of Pilz' knowledge of such terms and conditions, unless expressly agreed in writing by Pilz at the time the contract is concluded. This confirmation requirement shall still apply if Pilz sells or delivers products to the Client without reservation, in full knowledge of the Client's terms and conditions.

§ 3

Formation of contract

(1) All quotations of Pilz are non-binding.

(2) If the Client submits an order, Pilz may accept this order within 4 weeks unless otherwise indicated in the Client's order.

(3) Acceptance shall be declared by Pilz in writing (including by telefax or e-mail) in the form of an order confirmation. In the absence of any other written agreements, the written order confirmation of Pilz shall set out the products to be delivered.

(4) If the Client submits an order in the Pilz E-Shop <https://www.pilz.com/en-TH/eshop> the following shall apply additionally for such online orders (for the avoidance of doubt, any and all other provisions of these GTC Products remain in full force for and applicable to such online orders):

- The Client acknowledges and agrees that the respective order process allows the Client to check and amend any errors before submitting any orders to Pilz. The Client shall take the necessary time to read and check any orders carefully at each page and at each step of the whole order process. After the Client places an order, the Client will receive an e-mail from Pilz acknowledging that Pilz has received the Client's order. However, such e-mail shall not constitute an acceptance of the Client's order by Pilz.

- The Client acknowledges and agrees that the acceptance of the Client's order will only take place if and when Pilz sends the Client an e-mail that confirms that the Products have been dispatched (Dispatch Confirmation). For the avoidance of doubt, a contract between Pilz and the Client is solely formed by such dispatch confirmation.

- If Pilz is unable to supply the Client with a product ordered, for example because that product is not in stock or no longer available or because Pilz cannot meet the requested delivery date or because of any error in the website (including, without limitation, the incorrect pricing of products), Pilz will inform the Client accordingly by e-mail and Pilz will not process the Client's order.

(5) There are no verbal ancillary agreements at the time of conclusion of the contract or at any time thereafter. Only individual agreements (including ancillary agreements, supplements and amendments to these GTC Products) explicitly agreed in writing between Pilz and the Client shall take precedence over these GTC Products.

(6) If there is any substantial increase in the price of raw materials, wages, taxes, public dues or difficulties resulting from laws or provisions by the time the order is executed, which would demonstrably and substantially affect the calculation on which the quotation was based, Pilz shall be entitled to increase the price by an appropriate amount.

(7) Pilz reserves any and all rights to make reasonable changes to form, colour or weight of products. Pilz reserves any and all rights to amend the design or the form of the products resulting from technical improvements or statutory requirements.

(8) If the delivery of products depends on the supply of certain goods by a supplier of Pilz, it shall be subject to the proper and timely supply on the part of Pilz' suppliers; Pilz shall therefore be released from its obligations to the extent that Pilz does not receive supplies from its supplier. Pilz shall notify the Client without undue delay of the fact that the supplier has failed to supply to Pilz, and that Pilz therefore withdraws from the contract and that the consideration – where already paid by the Client – will be refunded without delay.

(9) Pilz reserves any and all intellectual property rights and copyrights on illustrations, drawings, drafts, models, samples, calculations, estimates and any other documents; they shall not be made available to third parties. Such information shall not be disclosed to third parties without express written agreement from Pilz.

§ 4

Risk and delivery

(1) The Client acknowledges and agrees that the products are delivered Ex Works (EXW, Incoterms ICC 2010) Ostfildern, Germany, or Singapore, or any other place named by Pilz.

(2) For the avoidance of doubt, accordingly, all risks in the products shall pass to the Client as soon as Pilz places the products at the disposal of the Client at Pilz' premises or another named place (i.e. works, factory, warehouse, etc.). Pilz does not need to load the products on any collecting vehicle, nor does it need to clear the products for export, where such clearance is applicable.

(3) For the avoidance of doubt, the Client is solely responsible for conducting all processes in re-spect of loading, export and import of the products, and shall bear any and all costs incurred for these processes. The delivery items may be subject to (re-)export restrictions, e.g. of the United States of America or the European Union. The Client shall observe such stipulations at all times.

(4) To the extent that Pilz has contractually agreed to assume the shipping costs, delivery costs or installation costs for products, this shall in no event affect the passing of risks according to § 4 (1) and (2) above.

(5) Partial shipments and partial deliveries of the products by Pilz are permitted. For customers who request for delayed delivery after arrival of stocks, the following rules will apply:

- 1) If the delivery is delayed by more than one (1) month from the agreed delivery date or date of delivery readiness notification (whichever is later), a storage fee of one percent (1%) of the total product value is chargeable per month
- 2) The storage fee will apply for a maximum of six (6) months
- 3) If customers do not demand the items by the expiration of the 6-month period, the invoice will be issued and the items will be delivered after the payment has been settled (regardless of previously agreed payment terms).

(6) Any dates, deadlines or periods advised by Pilz for the delivery of products are approximate only, and time is not of the essence.

(7) Any dates, deadlines or periods advised by Pilz for the delivery of products are subject to the assumption that any and all technical queries have been clarified and all of the Client's obligations have been and will be met in a timely and proper manner. This includes, without limitation, any documents to be obtained or produced by the Client, such as drawings, descriptions, any permits or approvals to be submitted by the Client and any prepayments requested by Pilz.

§ 5

Remuneration and terms of payment

(1) The products shall be charged by Pilz on the basis of the fixed price stated in the quotation or order confirmation, or based on time and materials, plus statutory Goods and Services Tax (GST) at the applicable rate, unless a different form of billing and payment has been agreed. Other expenses, in particular preparatory, travel, subsistence and accommodation costs, shall be charged additionally. Where a quotation or order confirmation contains price estimates for products based on time or materials, these estimates shall be non-binding.

(2) Unless stated otherwise in the order confirmation or quotation, any remuneration shall be due for payment within 30 days of the date of invoice.

(3) Pilz shall be entitled, at its sole discretion, to request either payment in advance or a payment bond at a time to be specified by Pilz at its sole discretion. Pilz shall be entitled to withdraw from the contract if the Client fails to comply with such request.

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§ 6

Default of payment

(1) The Client is in default of its obligation to pay if issued with a reminder by Pilz. No reminder is required if the due date of a payment is fixed or payment is to be made following the occurrence of an event within a certain period. However even in the absence of a reminder the Client is in default with the payment 30 days after receipt of the invoice or, if the date of receipt of the invoice cannot be determined by Pilz, 30 days after delivery of the products.

(2) If the Client is in default of its obligation to pay, from the date of default Pilz shall automatically be entitled to charge a default interest at a rate of 2% per month on the outstanding amount without any notice of default being necessary. Interest for a full or a partial calendar month will be calculated on the basis of a 30 day-month and the actual number of days elapsed. Interest may be charged at a higher rate if Pilz can demonstrate that it has been charged a higher interest rate. This shall not affect the rights of Pilz to assert further damages or losses due to the Client's default.

§ 7

Offsetting and rights of retention

(1) The Client shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

(2) Pilz may, at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Pilz to the Client.

(3) The Client shall not have any rights of retention

§ 8

Force majeure

(1) "Force Majeure Event" means an event beyond the reasonable control of Pilz including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Pilz or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance problems with any law or governmental order, rule, regulation or direction including without limitation foreign trade regulations of the Federal Republic of Germany, export or embargo regulations of the European Union or other states or United States or European Union anti-terror regulations, accident, breakdown of plant or machinery, fire, flood, storm or default of Pilz' suppliers or subcontractors.

(2) Pilz shall not be liable to the Client as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event.

(3) If the Force Majeure Event prevents Pilz from providing any of the products for more than 4 weeks, Pilz shall, without limiting its other rights or remedies, have the right to terminate the affected contract(s) immediately by giving written notice to the Client.

§ 9

Title

(4) Title to the products shall not pass to the Client until Pilz receives payment in full (in cash or cleared funds) for the products that Pilz has supplied to the Client in respect of which payment has become due, in which case title to the products shall pass at the time of payment of all such sums.

(2) Until title to the products has passed to the Client, the Client shall:

- store the products separately from all other products held by the Client so that they remain readily identifiable as Pilz' property; and
- not remove, deface or obscure any identifying mark or packaging on or relating to the products; and
- maintain the products in satisfactory condition and keep them insured against all risks for their full price at all times; and
- give Pilz such information relating to the products as Pilz may require from time to time.

§ 10

Inspection of products

(1) The Client shall inspect the products within 10 working days from the date of delivery. Notice of defects of title or of material defects identifiable through inspections as well as delivery of excess amounts or short amounts shall be given by the Client in writing to Pilz without delay, but no later than 5 working days after the end of the inspection period above.

(2) Notice of defect by the Client must contain a detailed description of the defect with the specifics of the individual case.

(3) If notice of defects is not given within the inspection period pursuant to this § 10 (1) any and all warranty claims against Pilz shall be excluded.

§ 11

Warranty

(1) The Client must notify any defects of the products to Pilz in writing and no later than 12 months from the delivery of products by Pilz ("Warranty Period"). For the avoidance of doubt, § 10 of these GTC Products remains unaffected. After the Warranty Period, there are no warranty obligations of Pilz for the products whatsoever.

(2) Sections 13, 14, and 15 of the Singapore Sale of Goods Act (CHAPTER 393) are hereby explicitly excluded. With the exception of Section 12 of the Singapore Sale of Goods Act (CHAPTER 393) and Section 6 (1) of the Singapore Hire-Purchase Act (CHAPTER 125), any and all implied warranties are expressly excluded.

(3) If the Client demands remedial action within the Warranty Period, Pilz shall rectify the defects at no additional charge, provided that the Client proves that the defect was already present upon the passage of risk.

(4) The Client shall have no warranty claims whatsoever for any minor differences compared to the agreed properties, for minor impairment of usability, for normal wear and tear or for damage occurring after the passage of risk due to incorrect or negligent handling, excessive loading, unsuitable operating materials or exceptional external factors.

(5) Changes or repair works carried out by the Client or by third parties which are not expressly authorized by Pilz will immediately void any and all of Pilz' warranty obligations.

(6) If there is no actual defect despite Client's notice of defect, Pilz shall be entitled to demand from the Client reimbursement of any and all expenses incurred by Pilz relating to the notice of defects.

(7) Pilz shall have no warranty obligations whatsoever where components other than those manufactured or specified by Pilz have been used in or in connection with the products at the Client's request.

(8) Pilz shall not be liable for any installation work carried out by the Client itself. The burden of proof that the installation is free from defects shall lie with the Client.

(9) Service descriptions provided by Pilz as well as public statements, catalogues, promotions, advertisements, and the like, do not constitute any representation, warranty, promise, guarantee or other legal declaration on or in connection with the products.

(10) Should the Client receive faulty installation instructions and if the fault in the installation instructions will lead to improper installation, Pilz' sole obligation shall be to supply fault-free installation instructions.

(11) The Client shall be obliged to document both the defect and any resulting damage in writing, notwithstanding the aforementioned provisions, in accordance with generally accepted technical standards.

(12) The remedy set forth in this § 11 shall be the sole, exclusive remedy with respect to the products supplied by Pilz. No person is authorized to make any other warranty or representation concerning the performance of the products or extend, or enlarge the limited warranty contained herein.

(13) With the warranty provisions of this § 11 Pilz does not, and does not attempt to, exclude or restrict any liability

- for death or personal injury resulting from negligence;
- for fraud or fraudulent misrepresentation;
- for any matter which it would be illegal or unlawful for the Seller to exclude or restrict or attempt to exclude or restrict its liability or which is otherwise not permitted to be excluded or restricted under the applicable law.

(14) § 12 (3), (4), (5) and (6) of these GTC Products shall apply mutatis mutandis to this § 11.

(15) This § 11 shall survive termination or expiration of any contract.

Warranty Returns

Customers may only return products to Pilz on the following conditions:

- i. The Customer should contact Pilz to obtain a returns number (to be quoted on all relevant paperwork)
- ii. Products must be returned adequately packed and clearly labelled to the Pilz Returns Department; and
- iii. The Customer must quote the return number on the parcel being returned.

Where the Customer returns products to Pilz not in accordance with the clause above (for example, after the period for returns has expired or in an unfit state),

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Pilz may refuse to accept the return and return the products to the Customer at the Customer's expense or may apply a handling charge which relates to the actual cost of reprocessing. Pilz accepts no responsibility for any loss of or damage to products in transit from Customer to Pilz where Pilz has not provided the collection services. Pilz will officially accept the return once all conditions above are met and a credit note, refund or replacement will be processed accordingly.

§ 12

Liability

(1) Subject to § 12 (2) below, Pilz shall not be responsible or liable to the Client in any way for any direct or indirect damage or loss, loss of profit, loss of use, loss of production, loss of contracts or for any other financial or economic loss whether suffered as a direct consequence and in the ordinary course of events, or indirectly otherwise or for any other indirect or consequential damage whatsoever.

(2) Pilz does not, and does not attempt to, exclude or restrict any liability:

- for death or personal injury resulting from negligence;
- for fraud or fraudulent misrepresentation;
- for any matter which it would be illegal or unlawful for the Seller to exclude or restrict or attempt to exclude or restrict its liability or which is otherwise not permitted to be excluded or restricted under the applicable law.

(3) In any event, Pilz' total liability to the Client, if any, shall in no circumstances exceed the amount actually paid by the Client to Pilz in respect of Pilz' supply of products under the then-current individual order.

(4) Pilz and the Client acknowledge and agree that the limitation of liability provisions set out in this § 12 are fair and reasonable given the nature and price payable for the products.

(5) The liability of Pilz is generally excluded where components other than those manufactured or specified by Pilz have been used by the Client or at the Client's request.

(6) Pilz shall further not be liable for any installation work carried out by the Client. The burden of proof that an installation is free from defects shall lie with the Client.

(7) This § 12 shall survive termination or expiration of any contract.

§ 13

Confidentiality

(1) The Client shall protect confidential information, i.e. all data and information of which the Client receives knowledge in connection with the contractual relationship with Pilz, such as illustrations, drawings, drafts, models, samples, calculations, cost estimates and other documents or articles ("Confidential Information"). The Client undertakes to use Confidential Information only for the purposes of the contract concluded with Pilz and not to circulate it among or otherwise disclose it to third parties without the prior express written consent of Pilz.

(2) The Client is obliged to protect Confidential Information against access by third parties. The Client shall exercise the same care in this respect that the Client would take in handling its own confidential information. The Client is obliged to secure from its employees the same obligations to protect Confidential Information. The Client shall notify Pilz without delay in writing if the Client acquires any knowledge of an impending or existing breach of the confidentiality agreement or has suspicions to that effect.

(3) The obligation to protect Confidential Information shall cease to apply if the Client can prove that:

- the Client has legitimately received this Confidential Information from third parties without imposition of a confidentiality obligation and without having any evidence that the third parties are in breach of confidentiality obligations imposed on these third parties; or
- the Confidential Information is generally known or has become generally known without breaching this confidentiality obligation; or
- this Confidential Information was or is developed by the Client independently of its disclosure by Pilz.

(4) Pilz reserves all rights to the Confidential Information (including copyrights, the right to register industrial property rights and patents, utility models, topography rights, designs, brands) and rights of ownership to the items made available and containing the Confidential Information (papers, disks etc.). In no case shall rights of ownership, licence, reproduction, use or other rights be granted to the Client for Confidential Information of Pilz, regardless of whether such information is covered by protective rights or not. In the case of items or documents on which Pilz has protective rights or which are protected as commercial or company secrets, the Client shall only be permitted to use the item in accordance with Pilz' express conditions, unless specific usage methods are permitted to a third party.

(5) At the request of Pilz, the Client shall without delay return any and all Confidential Information received from Pilz. The Client shall have no right of retention to any Confidential Information. Where Confidential Information is stored in electronic form, the Client shall permanently delete all of the Confidential Information and any copies thereof and provide a certificate of destruction or deletion as appropriate upon Pilz' request.

(6) The Client shall be liable for any loss or damage resulting from the Client's failure to comply with this § 13.

(7) The above confidentiality obligations shall continue to apply for a period of 3 years after the end of the respective contract..

§ 14

Cancellation Policy

After an official order confirmation has been issued, Pilz South East Asia Pte Ltd does not accept returns nor cancellations for reasons other than product quality issues. The customer shall bear the responsibility and expenses for returns or cancellations caused by other factors.

Pilz South East Asia, at its discretion and in writing, allows an order to be cancelled where there is no fault with the product subject to Pilz recovering from the Customer the costs incurred by Pilz, and subject to the processing charge provided for in this clause:

- 1) Upon issuance of order confirmation/before manufacturing (where applicable): 10% of the quoted price
- 2) Before transiting from Pilz HQ to Pilz SEA: 15% of the quoted price
- 3) After transit and before delivery to the customer: 30% of the quoted price
- 4) After delivery to customer: 50% of the quoted price for return to Pilz Stocks

Products must be returned to Pilz in their original condition and packaging and in a condition that will enable them to be immediately fit for resale, returns must be made within 30 days of the date of delivery (as stated on the delivery documentation) or collection of such product(s).

§ 15

Final provisions

(1) No variation of the contract between Pilz and the Client, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Pilz. A waiver of any right of any party under the contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

(2) Nothing in the contract between Pilz and the Client is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

(3) The contract and all matters arising out of or relating to the contract between Pilz and the Client shall be governed by the laws of the Republic of Singapore, without regard to the conflicts of law's provisions thereof.

(4) The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore for the purpose of hearing and determining any dispute arising out of or in connection with the contract or its formation or validity and for the purpose of enforcement of any judgment against their respective assets.

(5) A person (including companies and any other legal entities) who is not a party to the contract between Pilz and the Client shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of the terms of the contract.

(6) If any term or provision of the contract between Pilz and the Client is or becomes invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability does not affect any other term or provision of the contract or invalidate or render unenforceable the term or provision in any other jurisdiction and if any provision of the contract is determined to be unlawful, all such provisions shall be deemed severed from the contract, but the rest of the contract shall remain in full force and effect, and in substitution for any provision held unlawful, there shall be substituted a provision of similar import reflecting the parties' original intent to the extent permissible under law...

Valid from November 2023

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