

Zeus Trading Pte Ltd (UEN 201621676Z)

The following terms and conditions (“Terms and Conditions”) will apply to our supply of goods and services, and dealings with Customers.

Customers are deemed to have read and understood all Terms and Conditions as they now stand. Customers should assume that any terms and/or conditions prior to an agreement have been changed and no longer in use.

1. Definitions

The following abbreviations or terms are defined to be used throughout, unless the context requires otherwise:

- a. “Company” means Zeus Trading Pte Ltd (Unique Entity Number: 201621676Z).
- b. “Contract” or means any contract or agreement for the sale and purchase of the Goods and/or Services made between the Company and the Customer, being any written quotation/Order form of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company.
- c. “Customer” means any person, firm, company, corporation or body whose order for the Goods is accepted by the Company and references to “Customer” includes their respective successors-in-title.
- d. “Goods” means the items which the Company is to supply to the Customer in accordance with the terms of the Contract.
- e. “Services” means storage and/or brokerage of the Goods, or purchase for investment.
- f. “List Price” means the list of prices of the Goods maintained by the Seller as amended from the time to time.
- g. “Trading” means the action or activity of buying and selling goods and services.
- h. Nouns importing a gender shall include every gender and, words importing the singular shall include the plural and vice versa.
- i. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. General Sales Terms and Conditions

- a. These Terms and Conditions shall be incorporated into each Contract and shall govern each Contract under any order, confirmation of order or related documents. Any variation to these Terms and Conditions by the Customer shall be inapplicable unless agreed in writing.
- b. The Company reserves the right, without any prior notice to the Customer, to add, amend or vary these Terms and Conditions.

c. These terms displace all previous oral or written representations, undertakings and agreements relating to any Goods or Services made by the Company, employee, agent or any other third party.

d. The Company will only be bound/ liable to these Terms and Conditions, any other oral or written agreements or representation will have no binding effect.

3. Website

This Website is provided by the Company for your personal use subject to these Terms and Conditions. By using the website, you agree to be bound by and consent to these terms. All changes will be effective when posted on the website.

4. Intellectual Property

All contents on the Company's website, pictures, designs, brochures, logos and text are owned by or licensed to the Company. The contents are protected by applicable copyright laws.

5. Instructions

The Customer shall be responsible for the accuracy and completeness of all instructions given to the Company and the Company is entitled to accept and rely on any instructions given by any person who is, or is reasonably believed to be, a person designated or authorized by the Customer to give such instructions.

The performance of part or all of the Customer's instructions may, at the Company's sole and absolute discretion, be fulfilled by the Company, its employees, officers, servants and agents and/or by any third party engaged by the Company on the Customer's behalf.

6. Placing of Orders

a. The Customer may place its order for purchases in the following manner:

By electronic mail or telephone, such order to be confirmed by the Company with the Customer through electronic mail or in person.

b. An order is an offer to the Company. Nothing that the Company or representative does or says will amount to any acceptance of that offer until a certificate and/or invoice has been issued, and payment has been made and received.

c. The Company reserves the right not to accept any order.

d. An Order form, which will set out the information relating to the Customer's order including the quantity and description of goods (hereinafter "**the Goods**") and/or the mutually agreed date for storage and/or purchase of the Goods (hereinafter "**the Services**"), will then be forwarded by the Company to the Customer for his signature and to be returned to the Company within 21 days of receipt. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order set out in the Order form which is signed and submitted by the Customer.

- e. The term for an Order for Services is for a fixed time of _____ months.
- f. The Company's acceptance of a signed Offer form and payment will constitute a Contract between the Company and the Customer.
- g. The Company will not sell or deliver alcohol to anyone who is under the age of 18. By placing an Order, the Customer confirms that he is at least 18 years old. The Company reserves the right to demand satisfactory evidence of age (at its discretion) and to refuse delivery if unsatisfied with the said evidence.
- h. The Contract constitutes the entire agreement and understanding between the Company and the Customer. The Contract shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between the Company and the Customer relating to the subject matter of the Contract.

7. Payment

- a. Payment for all Services are due within two days from the date of the invoice/certificate.
- b. Only once payment has been made in full for the Goods and/or Services, will the title in the Goods be passed on to the Customer.
- c. The Company will review the necessary documentation and double-check the availability of facilities for the Services requested. Reasonable time must be given to the Company before the confirmation of the Order.
- d. Unless full payment is made towards the Order and/or invoice issued in respect thereof, the Company reserves the right to:
 - (i) Annul the Contract made in relation to the Order;
 - (ii) Charge interest at a rate set by the Company;
 - (iii) Review and/or remove retrospectively any special trading terms previously agreed in relation to the transaction(s) to which those overdue accounts relate (including discounts, in which case the Company may re-invoice Orders at their full price);
 - (iv) Suspend any activities in relation to the Order Form including but not limited to the delivery of the Goods; and/or
 - (v) Suspend any future deliveries to the Customer.
- e. The Company reserves the right to charge an administration fee of not less than \$50 for each cheque unpaid by the Customer's bank, including cheques which are returned for insufficient funds, or an administration fee of not less than \$50 for each unpaid direct debit.
- f. All payments to be made by the Customer shall be made in full, without any deduction, withholding, set-off or counterclaim.
- g. Payment can be made by cash, acceptable credit cards, cheque (made payable to "Zeus Trading Pte Ltd") or by telegraphic bank transfer to such bank account as may be designated by the Company.

h. The Customer shall indemnify the Company on a full indemnity basis for all costs and expenses (including legal fees) incurred by the Company in enforcing its rights hereunder.

8. Right of Lien

All Goods, and documents relating to the Goods shall be subject to a particular or general lien and/or charge for any and all sums due and owing to the Company from the Customer. If any sum remains unpaid for more than three (3) months after the payment due date the Company may at its sole and absolute discretion liquidate, sell or otherwise dispose of all or any portion of the Goods and apply the net proceeds in or towards satisfaction of the sums due, owing and payable to the Company (including interest) by the Customer under Clause 6. If the Company liquidates, sells or otherwise disposes of the Goods, the surplus proceeds in excess of the amount owing to the Company (if any) shall be refunded to the Customer without any liability on the part of the Company for interest.

9. Amending Orders

a. The Customer may request to amend the Order by contacting the Company by emailing at admin@zeustrading.net or calling +65-6818 6229. Amendments to Order can only be made, within 48 hours of placing your Order and at the complete discretion of the Company.

10. Risk, Property and Warranty

a. Any risk in the relation to Goods stored will pass from the Company to the Customer: -

- (i) At the time when the Company notifies the Customer that the Goods are so delivered (in the case of Goods delivered to a Customer designated warehouse); or
- (ii) At the time of delivery (in the case of goods delivered to a Customer designated location).

b. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, the property in and legal title to the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of all amounts then due and owing from the Customer to the Company (including any interest payable).

c. The Company shall not, in any circumstances be liable for any indirect or consequential loss or damage arising from or attributable to any cost including, but not limited to wastage spoilage and/or the deterioration of the Goods. The Company shall not under any circumstance be liable or oblige to repurchase the Goods from the Customer.

d. Any advice or recommendation given by the Company's employees and/or servants and /or agents, in respect of the storage, application or usage of the goods, which is not confirmed by the Company in writing and, which is followed or acted upon by the Customer, shall be at the Customer's own risk. All projected market value of the Goods is based on the prevailing market condition/situation at the material time.

e. The Company shall not be liable to the Customer for any loss, expense or damage of any

kind, including damages for loss of profit or loss of use and whether arising from negligence or otherwise resulting from the supply, failure to supply or from the Customer's use, possession or resale of the Goods.

11. Deposit of Goods

a. The Customer warrants that any and all Goods deposited with the Company for storage at the Company's Warehouse ("Warehouse") are the Customer's sole and exclusive property.

b. The Customer has the full and absolute authority of all the persons owning or interested in the Goods to deal with the same are accompanied by valid and appropriate documentation, including without limitation shipping documents or such other documents the Company may deem acceptable which conform to the descriptions, value and quantities shown in the accompanying documentation.

c. Unless otherwise instructed, the Company cannot and will not verify that the descriptions, value, quantities or authenticity of the Goods deposited for storage at the Warehouse corresponds with the accompanying documentation;

d. The Company shall not be obliged to accept or store any Goods which are improperly or insufficiently packed and/or prepared for storage.

e. The Warehouse shall be used for the purpose of depositing and storing the Goods only. The Customer shall not deposit any item which is or may be illegal, unlawful, prohibited by law or of an explosive, dangerous or offensive nature or a nuisance to the Company or any third party.

f. It is the Customer's responsibility to ensure that these conditions are complied with at all times. The Customer undertakes to indemnify the Company against any direct, indirect, special, incidental or consequential injury, loss or damage whatsoever arising from, relating to and/or incidental to any inaccuracy and/or omission in relation to the descriptions, value, quantities and authenticity of the Goods.

12. Storage and Insurance

a. Except as otherwise provided in the invoice, and unless otherwise agreed in writing between the Customer and the Company, where the Goods purchased are for investment purposes ("Investment") the Customer is hereby deemed to have appointed the Company as the manager of the Investment.

b. The Customer may apply in writing at any time with instructions for the Investment to be removed from the Company's management and transferred to another storage facility, manager, auction house or for delivery to the Customer. The Customer shall bear all costs taxes and expenses incurred relating to such transfer, including but without limitation tax, import and export duties, handling and shipping cost.

c. The Customer may apply in writing at any time with instructions for the ownership of the Investment to be transferred in full and not in part to a third party. The Company shall charge a transfer fee at its prevailing rate for such transfer. The Company shall not be bound to perform such transfers unless it has received (i) a written confirmation (in terms acceptable to the Company) from such third party of its agreement to be bound by these Terms and Conditions

and (ii) payment of the transfer fee in full.

d. Subject to any express instructions in writing given by the Customer, the Customer agrees that the Company has the sole and absolute discretion as to the procedure to be followed in the handling and storage of the Goods or the provisions of Services.

13. Goods Delivery

a. Full payment for both the Order and/or delivery must be received before organizing delivery. The delivery is indicated per the Customer's confirmed choice of delivery method proposed in the Company's delivery conditions. Delivery of the Goods, as specified by the Company, shall be subject to logistic conditions and stock availability in the event of a purchase.

b. The Customer may request for the delivery of the Goods to be arranged by the Company on the Customer's behalf and at the Customer's expense.

c. Any delay for delivery will by no means be compensated, accounted nor enable the cancellation of the order. However, if after a delay of one month upon written claim by the Customer, the Goods have still not been delivered, the sale could then be cancelled by either one of the parties. The Customer will then obtain the refund of his payment excluding any other compensation or damage, within one month of notification that the sale has been cancelled.

d. For orders of items that are stored in Singapore, the Company normally offers delivery within 21 days after receipt of full payment.

e. For orders to have Goods imported from overseas and stored in Singapore at a warehouse, the Customer will inform the Company of the anticipated date of delivery before processing the Customer's order to ensure that the Company is agreeable to the delivery arrangement.

f. For the avoidance of doubt, any duties and/or Goods and Services Tax imposed by Singapore on any Goods that are removed from the Warehouse and imported into the rest of the customs territory of Singapore shall be borne by the Customer.

g. In all circumstances, the delivery of the Goods can only be made if the Customer has indicated the exact information, address and telephone contact of the addressee in the Order form. Such Goods will be delivered on the Customer's behalf to the address provided by the Customer entirely at the Customer's own risk and expense.

h. The Company is not liable for any delays or non-delivery, where it is beyond the Company's control, was not foreseeable and/or the Customer has delayed payment or the customer has not correctly communicated the information stipulated at 12 e. above

i. The Company shall not be responsible or liable for any act or omission of third parties engaged for these purposes.

14. Limitation of Liability

a. The Company will not be liable for any direct, indirect, special, incidental or consequential injury, loss or damage whatsoever that maybe cause to the Customer or any third party arising from, relating to and/or incidental to any act or omission by any party, including the Company.

b. If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the Company's liability shall be limited to the extent permitted under Singapore law.

15. Valuation Disclaimer

a. The Customer accepts all risks arising from Investment in the Goods including but not limited to any loss suffered as a result of entering into any Investment, trading or other transaction in relation to the Goods. Valuations of Goods provided by the Company are indicative only and represent either current available market prices or the Company's reasonable approximations thereof. These valuations are provided without adjustments for transaction costs, credit considerations or other significant factors, which may materially affect the actual value of the Goods.

b. Valuations of Goods provided by the Company will be based on sources which the Company believes to be reliable. However, the Company makes no representation or warranty as to the accuracy or completeness of such valuations or as to their appropriateness for the Customer's Investment purposes. The valuation provided by the Company is of a general nature and should not be taken as a source of facts or figures. The Customer should make its own assessment and rely on its own judgment regarding any Investment and shall not in any way rely on the Company. Valuations are also subject to change without notice.

c. The Company and its employees do not represent, warrant, or guarantee that any valuation provided by the Company is accurate or complete and that the Company shall not be responsible or liable to the Customer for losses or damages (whether consequential, incidental or otherwise) arising out of errors, omissions or changes in market factors, conditions or circumstances affecting the valuation provided by the Company.

d. The Company is not obliged to provide any valuation and the provision of such valuation would be entirely at the Company's discretion. Any such valuation if provided would be on a complimentary basis and intended solely for the Customer's personal reference and without responsibility on the part of the Company and on the basis that the Customer would nevertheless make its own assessment and rely on its own judgment.

e. Any forecasts, projections or forward looking statements made whether by the Company, its employees or agents or any other party on its behalf whether in the Company's website, brochures, sales literature or in any other interviews given by the Company or otherwise are not necessarily indicative of future or likely performance, future events or future financial performance of the goods or markets and the Company shall not be responsible for or have any liability to the Customer for losses or damages (whether consequential, incidental or otherwise) arising from the Customer's reliance on such forecasts, projections or forward looking statements.

16. Force Majeure

a. The Company shall not be liable to the Customer or any other party or be deemed to be in breach of the Contract by reason of any delay or non-performance of its obligations hereunder arising from any cause or causes beyond its reasonable control including, without limitation,

any of the following: act of God, governmental act, war, fire, flood, lightning, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lick-out sit-in, industrial or trade dispute, adverse weather, disease, accident to (or breakdown of) plant or machinery, shortage of any material, labour, transport, electricity or other supply, or regulatory intervention.

b. The Company shall not be liable to the Customer for any direct, indirect, special or consequential loss/ or expense, whether contemplated by the parties or not, including loss of profit suffered by the Customer or claims by any third party against the Customer arising out of or in connection with the Contract.

18. Assignment and Rights of Third Parties

a. The Company may license or sub-contract all or any part of its rights and obligations under this contract without your consent.

b. A person who is not a party to the Contract shall not have any right under the Contracts (Rights of Third Parties) Act, to enforce any provision of the Contract.

c. The Contract is personal to the Customer and the Customer may not assign or transfer any of his rights, benefits and obligations under this Contract without prior written consent of the Company.

19. Insolvency

a. The Company reserves the right, without being liable to the Customer for any loss or damage, to terminate the Contract or suspend all further orders until the order is made good if the Customer, being a company, has a receiver appointed or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the company or if the Customer, being a partnership or any partner thereof, offers to make any arrangements with or for the benefit of its creditors or commits any act of bankruptcy.

b. Any termination of the Contract in such circumstances shall be without prejudice to any other rights the Company may have against the Customer. In the case where the order is placed by an individual, and the adjudicated a bankrupt, the Company reserves the right to suspend, terminate and or rescind the Contract.

20. General Provisions

a. Where two or more persons are included in the term as "Customer" all covenants, agreements, terms, conditions and restrictions shall be binding on and applicable to them jointly and severally, and shall also be binding on and applicable to their personal representatives and permitted assigns.

b. Any notices or any communication to be made under or in connection with the Contract shall be made in writing and, unless otherwise stated, shall be made by fax, letter or electronic mail.

c. Failure by the Company to exercise any of its rights under these Terms and Conditions shall not be a waiver or forfeiture of such rights. No express or implied waiver by the Company shall be construed as a continuing waiver nor shall it prevent the Company from acting upon that or

any subsequent breach or from enforcing any term or condition of the Contract.

21. Severability

If any terms or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Singapore court such provisions or terms shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

22. Data Protection

Any information obtained from the Customer or any other third parties in connection or for the purposes of the Contract will be held and processed in accordance with Personal Data Protection Act. The Customer consents to Zeus Trading Pte Ltd to maintain, record, hold, store and use personal data received by the Customer.

23. Governing Law

The Contract shall be governed by and construed in accordance with Singapore law and shall be referred and/or submitted to the exclusive jurisdiction of the Singapore Courts.

Notwithstanding anything in the Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no party shall proceed to any form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the Mediation Procedure of the Singapore Mediation Centre for the time being in force. A party who receives a notice for mediation from the other Party shall consent and participate in the mediation process or shall be deemed to be in breach of contract.