

General terms and conditions of sale to consumers

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE MAKING YOUR DECISION TO PURCHASE.

1. General

This Web Site is intended only for consumers wishing to order X-Halo. The terms and conditions under which the Products are offered for sale on this Web Site are set out below. By ticking the I have read and agree box on the order form and submitting the order, you accept and agree to be bound by these terms and conditions. X-halo reserves the right to change these terms and conditions at any time without prior notice. Such changes however will have no effect on orders that were submitted before posting of such revised terms and conditions on this Web Site.

2. Placing Your Order

2.1. To place an order you must be 18 years of age or over, be accessible by telephone and have a valid email address.

2.2. You may place an order by:

2.2.1. Filling in the order form on the Web Site and enter submission.

We will not accept orders placed in any other way

3. Supply of Your Products

Subject to these terms and conditions, We will supply to you the Products indicated on your order confirmation.

4. Prices

4.1. All prices are in Singapore dollars. Prices shall be those prices published on this Web Site at the time you submit your order. The prices published on the Web Site are inclusive of GST and duties, and exclusive of shipping and handling costs, which are for your account. These costs will be calculated separately as applicable and specified on the order form then added to the total price of the order. The total price stated on the order form you submit shall be the total amount payable by you for the products including all taxes, recycling fee, duties, handling and shipping charges.

4.2. No intra-community purchases can be made via the Web Site.

4.3. Delivery costs, where applicable, are payable by you as indicated on your invoice.

5. Paying for Your Products

5.1. You may pay for your Products by the methods of payment displayed on the payment paragraph of the Web Site.

5.2. You must pay in the currency as indicated on your invoice.

5.3. If you are paying by credit card, then you must supply your credit card details when you place your order. Your credit card will be charged when we issue your invoice or at the time of shipment of your Products.

6. Delivery of Your Products

6.1. We will deliver the Products to the delivery address you specified in the order form and in accordance with the delivery option you chose. In the event you order various Products to be delivered to different addresses, you will need to submit a separate order form for each delivery address. Any delivery or shipment dates given by us are best estimates only and we shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given. In the event any of the Products ordered is out of stock, this may mean the whole order is delayed. If so, an estimate of the delay will be given by e-mail but delivery shall in any case be made within thirty (30) days as of the date indicated on the order confirmation by us. We reserves the right to delay delivery till stock is available or replace the order with equivalent if product ordered is no longer available.

6.3. Title to and risk of loss of your Products will pass to you on delivery of the Products

6.4. When Products have been delivered to the carrier, we will send you a confirmation of shipment by e-mail provided you have indicated an e-mail address on the order form.

7. Exchanges, Returns and Refunds

7.1 If a Product was supplied in error, is incomplete or faulty and you believe that you are entitled to a replacement or repair in accordance with paragraph 8 below, please call X-halo at : between 9:00 AM and 6:00 PM Monday to Friday or 9:00 AM. In the event that you are entitled to a replacement or repair in accordance with paragraph 8 below, the transportation charges will not be applied.

7.2. Steps to Follow to Claim a Refund:

(i) Please call X-halo at: +65 64153107 between 9:00 AM and 6:00 PM Monday to Friday or 9:00 AM to make arrangements for your return.

(ii) We will subsequently arrange for the Product(s) to be collected by its nominated carrier. Depending on which carrier it is, you will either be asked to contact them.

(iii) Before returning any Product(s) please check that you have:

- 1 Received a RMA number from us (issued on request);
- 2 Enclosed all accessories, in box warranties and other material supplied unless informed otherwise;
- 3 Used all packaging that was originally supplied;
- 4 Clearly displayed the returns address and the RMA number;
- 5 Sealed the packaging securely.

(iv) Following these steps will help ensure the Product(s) arrive at the correct destination and in good condition within a timely fashion. Please note that your failure to follow this procedure may result in the returned Product(s) being rejected upon receipt and you may forfeit your right to a refund.

(v) Please note that we reserves the right to reject any Product(s) that are not returned in accordance with the provisions set out above and particularly within paragraph 7.2.

8. Warranty

For X-halo general warranty coverage, please refer to documents inside packaging.

Notwithstanding the foregoing, X-halo shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the user manual, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.

The express warranty granted above shall extend directly to you and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights.

9. DMI(S) PL Liability

9.1. These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products (and performance of telephone support and warranty services) and the performance of any Services.

9.2. Except where set out in paragraph 9.3 below, there are no warranties, conditions or other terms that are binding on DMI(S) PL regarding the supply of Products or the provision of Services except as expressly stated in the contract.

9.3. Any warranty, condition or other term arising out of or in connection with the supply of Products and/or the provision of Services which might otherwise be implied in or incorporated into the contract by statute, common law, laws applicable in the country where you purchased the Products or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, DMI(S) PL will not be responsible for ensuring that the Products are suitable for your purposes

9.4. Nothing in the contract shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable compulsory national laws as to title or (iv) any liability which cannot be excluded by law.

9.5. SUBJECT TO CLAUSE 9.4 DMI(S) PL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SALE OF ANY PRODUCTS OR SERVICES BY DMI(S) PL THE USE THEREOF WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY – EVEN DMI(S) PL BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES.

DMI(S) PL AND CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNT PAYABLE BY YOU TO DMI(S) PL RESPECT OF THE PRODUCT(S) AND/OR SERVICES IN QUESTION.

9.6. Your claim for damages must be brought by you within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

9.7. The limitations and exclusions set forth above in this Section 9 shall apply only to the extent permitted by applicable mandatory law.

9.8. This does not affect your statutory rights as a consumer, nor your right to return the Products as per clause 7.

10. Intellectual Property Rights Indemnity

DMI(S) PL, its sole expense, shall: (i) defend any legal proceeding brought by a third party against you to the extent that the proceeding includes a claim that any Product as furnished by DMI(S) PL directly infringes the claimant's patent, copyright, trademark, or trade secret; and (ii) hold you harmless against damages and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement.

DMI(S) PL have no obligation or liability to you as mentioned above if DMI(S) PL is not: (i) promptly notified in writing of any such claim; (ii) given the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and (iii) given full reasonable assistance and cooperation by you in such investigation, preparation, settlement and defense; (2) if the claim is made after a period of three (3) years from the date of delivery of the Product.

If any Product is, or in DMI(S) PL opinion is likely to become, the subject of a claim of infringement as referred to above, DMI(S) PL shall have the right, without obligation and at its sole option, to: (i) procure for you the right to continue to use or sell the Product; (ii) provide replacement Product, or (iii) modify the Product in such a way as to make the modified Product non-infringing; or (iv) terminate any agreement to the extent related to such Product.

Subject to the exclusions and limitations set forth in clause 9, the foregoing states DMI(S) PL' entire liability and obligation to you and your sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

11. Confidentiality

You acknowledge that all technical, commercial and financial data disclosed to you by DMI(S) PL and/or its affiliates is the confidential information of DMI(S) PL and/or its affiliates. You shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

12. Assignment and Setoff

You shall not assign any rights or obligations under the agreement without the prior written consent of DMI(S) PL. You shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under this agreement or under any other agreement that you may have

with DMI(S) PL any of its affiliates may have and agree to pay the amounts hereunder regardless of any claimed offset which may be asserted by you or on your behalf.

13. Data Protection

13.1. Your transaction records are accessible to you if you are a registered customer by entering your Web Order Number(s) so that you may check the status of your order(s) and check the order content..

13.2. By placing your order, you agreed and understand that DMI(S) PL may store, process and use the data collected from your order form for processing your order.

14. Force Majeure

DMI(S) PL shall not be liable for any failure or delay in performance if:

(i) such failure or delay results from interruptions in the Product manufacturing process; or

(ii) such failure or delay is caused by Force Majeure as defined below or by law.

In case of such a failure as set forth above, the performance of DMI(S) PL will be suspended for the period such failure continues, without DMI(S) PL being responsible or liable to you for any damage resulting therefrom.

The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond DMI(S) PL reasonable control - whether or not foreseeable at the time of order - as a result of which DMI(S) PL cannot reasonably be required to execute its obligations including force majeure and/or default by one of DMI(S) PL suppliers. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by DMI(S) PL to extend for a period of three (3) consecutive months), DMI(S) PL be entitled to cancel all or any part of the order without any liability towards you.

16. Rights in Software, Documentation and Intellectual Property

Subject to the provisions set forth herein, the sale by DMI(S) PL of any goods implies the non-exclusive and non-transferable limited license to you under any of DMI(S) PL and/or its affiliates' intellectual property rights used in the goods to use and resell the goods as sold by DMI(S) PL to you.

To the extent that software and/or documentation is embedded in or delivered with any goods sold by DMI(S) PL you, the sale of such goods shall not constitute the transfer of ownership rights or title in such software and/or documentation to you, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to you under DMI(S) PL used in the software to use such software and/or documentation in conjunction with and as embedded in or delivered with the goods as supplied by DMI(S) PL you.

You shall not: (a) modify, adapt, alter, translate, or create derivative works from any software residing in or provided by DMI(S) PL in conjunction with any goods; (b) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software; (c) merge or incorporate such software with or into any other software; or (d) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from DMI(S) PL except as explicitly allowed under applicable law. You shall reproduce, without any amendments or changes thereto, any proprietary rights legends of DMI(S) PL and/or its affiliates or its third party suppliers in any software or documentation provided by DMI(S) PL. If and to the extent copyright in the software is owned by third parties, the license terms of these third parties shall apply.

17. Disagreements Governing Law and Jurisdiction

DMI(S) PL will try to solve any disagreements quickly and efficiently. If you are not happy with the way DMI(S) PL deals with any disagreement and you want to file court proceedings, you must do so within Singapore law and courts. The applicability of the United Nations Convention on Contracts for International Sale of Goods is hereby explicitly excluded.

18. General

18.1. Neither DMI(S) PL failure nor your failure to enforce any term of the contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

18.2. The invalidity or unenforceability of any provision of the contract shall not adversely affect the validity or enforceability of the remaining provisions.

19. Special terms for customization/personalization

19.1. Order and acceptance customized products

While DMI(S) PL honors most designs, DMI(S) PL cannot honor all of them. Some may contain among other things trademarks of third parties that you (DMI(S) PL) not have the right to use. Others may contain material that we consider inappropriate or simply do not want to place on our Products. Unfortunately, at times this means that DMI(S) PL decline your order that may otherwise seem unobjectionable. If your design is, in our sole opinion, unacceptable, your order may be immediately rejected or your purchase will be cancelled at a later stage if so, you will be notified by e-mail and DMI(S) PL reserves the right to cancel the applicable order confirmation.