

# Term and Condition

## (1) Introduction

This is a sale agreement between you and us.

## (2) Interpretation

In these terms and conditions, “we” means Sun Tree Information Pte Ltd (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer for products (and “your” will be construed accordingly).

## (3) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products within 2 working days of the date of our order confirmation. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 7 days after receipt of payment.

## (4) Limited warranty

We warrant the product against defects in materials and workmanship under ordinary consumer use for one year from the date of original retail purchase. During this warranty period, if a defect arises in the product, and you follow the instructions for returning the product, we will, at our option, to the extent permitted by law, either (i) repair the product using either new or refurbished parts, (ii) replace the product with a new or refurbished product that is equivalent to the product that is to be replaced, or (iii) refund to you all or part of the purchase price of the product. This limited warranty applies, to the extent permitted by law, to any repair, replacement part or replacement device for the remainder of the original warranty period or for ninety days, whichever period is longer. All replaced parts and products for which a refund is given shall become our property.

This limited warranty applies only to hardware components of the product that are not subject to accident, misuse, neglect, fire or other external causes, alterations, repair, or commercial use.

The Warranty does not cover defects caused by normal wear and tear. In particular, it does not cover the replacement of tyre .

A photocopy or original receipt should be required to support the warranty.

## (5) Returns, refunds and replacements

Products may only be returned to us with our prior agreement, at your expense, and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.

Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section [4], then you will be entitled to replacement products (where replacements are available) or, where we agree, a refund of the price paid in respect of those products.

## (6) Force majeure

In this Section [6] and Section [7] below, “force majeure event” means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event.

If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms and conditions, we will notify you forthwith.

We will take reasonable steps to mitigate the effects of the any force majeure event.

#### **(7) Limitations of liability**

Nothing in these terms and conditions will limit or exclude your or our liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

Subject to this:

(a) our liability in connection with any product purchased through our website is strictly limited to the purchase price of the relevant product and the replacement cost of the relevant product;

(b) we will not under any circumstances be liable for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or waste of management or office time, or loss of goodwill or reputational damage; and

(c) we will not be liable for any losses arising out of a force majeure event.

#### **(8) Scope of these terms and conditions**

These terms and conditions do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

#### **(9) General terms**

Images of products on our website are for illustrative purposes; actual products may differ from such images.

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy use of our website will be subject to our website terms of use.

Contracts under these terms and conditions may only be varied by an instrument in writing signed by both you and us. We may revise these terms and conditions from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms and conditions is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms and conditions, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms and conditions.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms and conditions. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms and conditions, at any time.

Each contract under these terms and conditions is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

These terms and conditions will be governed by and construed in accordance with Singapore law, and the courts of Singapore will have [non-]exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms and conditions.

#### **(10) About us**

Our full name is Sun Tree Information Pte Ltd

Our registered office address is 51 GOLDHILL PLAZA #07 - 10/11 SINGAPORE 308900  
Our company registration number is 201320590W

Our email address is [info@airwheelsg.com](mailto:info@airwheelsg.com)