9.3 Unless full payment has been received by the Company, the Purchaser shall hold the goods in a salable capacity for the Company in a manner which enables them to be identified as the goods of the Company and the Purchaser shall immediately return the goods to the Company should its authorities so require. All the normal incidents associated with a fiduciary relationship shall apply.

9.4 The Purchaser’s right to possession of the goods shall cease if he does anything or fails to do anything which would enable the Company to administer or realise the goods where the Company has a lien or a floating charge on the goods or the Company has sold the goods or any part thereof in respect of which the Commission Agent has obtained over and above any sums paid. The Company will indemnify the Company against loss in respect of damage caused to such vehicles or premises by such repossession and removal being unreasonable or avoidable so far as it is reasonable to do so or the Company is not entitled to recover any sums remaining due to the Company under the original contract of supply, the Company shall not be required to remunerate the Purchaser as Commission Agent any commission and shall be entitled to recover all sums remaining due to the Company under the original contract of supply. 9.5 If the goods the property of the Company are advised with goods the property of any person other than the Purchaser the person other than the Purchaser to whom title to the goods passes shall in all respects deal with that other person.

10.1 Nothing in these conditions shall apply to or restrict any liability which cannot be excluded or restricted under statute.

10.3 Without prejudice to any of the clauses herein the Company shall not be liable for any loss of profit or consequential loss or damage however arising.

10.6 In the event that there is any infringement of any United Kingdom or international patent the Company shall indemnify the company, its employees and agents against all third party claims relating in any way to the goods provided by us or arising from breach of or negligence in connection with the contract including but not limited to any claim for indemnity in connection with any infringement of any United Kingdom or international patent. The Company’s principal shall remunerate the Customer as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above such sum calculated under the original contract of supply which will satisfy the Principal. In the event that there is no surplus between the proceeds of sale and the original contract of supply, the Company shall not be required to remunerate the Purchaser as Commission Agent any commission.

10.9 The Company’s quotations are estimates and are without commitment and any order must be accompanied by a purchase order signed and dated and must state the details of the goods required and the date of delivery. Unless prices have been expressly quoted to the contrary all prices are exclusive of Value Added Tax or other governmental charges imposed or levied. The Company reserves the right to vary any price at any time and for any reason whatever. The Company reserves the right to charge a reasonable sum for any delivery in addition to the quoted price.

9.9 The Purchaser grants the Company an irrevocable licence to enter at any time any premises or vehicles or premises or chattels of the Purchaser and to take all the necessary steps to prevent title to the goods from passing to the landlord of such premises or vehicles or premises or chattels. The Company may also require the Purchaser to carry out such works and make such arrangements as may be necessary for the affiliation of the goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affiliation or removal.

9.7 Notwithstanding paragraph 3 hereof, the Purchaser shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Purchaser shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the Company in a manner which enables proceeds to be identified as such. The Company as principal shall remunerate the Purchaser as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the sum, stipulated under the original contract of supply, which will satisfy the Principal. In the event that there is no surplus between the proceeds of sale and the original contract of supply, the Company shall not be required to remunerate the Purchaser as Commission Agent any commission and shall be entitled to recover all sums remaining due to the Company under the original contract of supply.

10.2 Subject to 10.1 above where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise the Company, its employees or agents shall be under any liability to you or to a third party for any loss of profit or consequential loss or damage however arising.

10.5 The Company’s prizing structure is based upon these limitations of liabilities and indemnity clauses. The Company shall not be liable in respect of any breach of any warranty or any other claim however arising if the goods are not selected by the Purchaser from the actual stock of goods, which are not excluded from the Company’s control or its employees or agents, which are not excluded from the Company’s control or its employees or agents. The Company reserves the right to vary any price at any time and for any reason whatever.
13. **Interpretation**

13.1 Each condition shall be interpreted without reference to their headings.

13.2 The Contract and any claim or dispute arising out of or in connection with it shall be governed by Singapore Law and the Company and Purchaser shall submit to the exclusive jurisdiction of the Singapore Court.

13.3 Any provision under these conditions held by a Court to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.

13.4 The provisions of these conditions shall remain in force and effect notwithstanding that the parties obligations under the Contract may have been performed or discharged.

13.5 The waiver of any breach of any of these conditions and the non enforcement of any of these conditions shall not prevent the subsequent enforcement of that condition of the exercise of any right arising from that breach shall not be deemed a waiver of any subsequent breach.