

# TERMS & CONDITIONS

## RECITAL

NEI STUDIO strives to build a close and pleasurable working relationship with all clients as much as possible in every project we are entrusted with. To achieve this, we will provide the goods and services in accordance with the legal obligations placed on us by the law which include providing services with a reasonable level of skill and care and the goods we provide will be fit for any purpose expressly or implicitly made known to us, the goods are of a satisfactory quality, and they conform to their description. Our standard of service will also apply to any subcontractors we use.

## TERMS & CONDITIONS

NEI STUDIO PTE. LTD. ("the Designers") has agreed to provide the interior designing, building and renovation services for the Client as set out in the Quotation provided to \_\_\_\_\_ ("the Client") and thereafter to maintain the same upon the terms and conditions hereinafter contained

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

### 1. INTERPRETATION

**THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.**

#### 1.1 DEFINITIONS:

**Agreement:** shall mean the specifications, scope and matters set out in the Quotation and also the current Terms and Conditions and any subsequent variations agreed by the Parties and shall be binding on the Designer and the Client.

**Associated Works:** any installation and building (including decoration) to be carried out on Site but not the responsibility of the Designers.

**Brief:** the statements and materials assembled by the Client to summarise the Client's express requirements and to address the Client's preferences, priorities, budget and schedule for the project.

**Business Day:** a day other than a Saturday, Sunday or public holiday in Singapore, when banks in Singapore are open for business.

**Charges:** the price and amount payable by the Client to the Designers for the Services, Material and Equipment as estimated in the Quotation, and which exact amount(s) may be duly adjusted and which would be set out in the invoice(s) rendered by the Designers to the Client.

**Client:** shall mean the person or entity that has contracted with the Designers in respect of the Services and who had executed and signed the Quotation.

**Completion Date:** mean the estimated date for the material completion of the Services, and for the avoidance of any doubt the work and Project shall be deemed completed even though there may be outstanding defects and rectification works that still has yet to be carried out and/or completed by the Designers.

**Deposit:** means the non-refundable deposit as specified in the Quotation.

**Design Cost:** means the fee for the Design Proposal as set out in the Quotation.

**Design Installation:** the delivery and fitting of the agreed Design Proposal.

**Design Proposal:** the document agreed with the Client detailing the specifications of the Goods and/or Services to be supplied to the Client to include the materials, goods, services, costings and specific instructions.

**Designers:** NEI STUDIO PTE. LTD. – Director: Eugene Pang.

**Equipment:** equipment, furnishing(s) and fitting(s) that are supplied to the Client in connection with Project, the details of which are set out in the Quotation or as may be agreed between the Parties subsequent to the execution of the Quotation.

**Final Presentation:** the point at which the Designers present the Design Proposal to the Client.

**Force Majeure:** circumstance beyond a party's reasonable control including, but not limited to, actions of subcontractors and suppliers.

**Goods:** the goods (or part of them) as set out in the Quotation.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Parties:** the Client and the Designers.

**Project:** the Services and Equipment and Material supplied and provided to the Client, based on the time period estimated to reasonably carry out the said Services, as estimated by the Supplier and set out in the Quotation.

**Project Material:** all illustration(s), drawing(s), plan(s), mock-up(s), display(s), calculations, software(s), design(s), chart(s), table(s), document(s) (whether of a technical nature or otherwise) prepared in relation (whether or directly or indirectly) in respect of the Services and/or Material and/or Equipment and/or any amendment(s) and/or variation(s) to the same and/or any part thereof.

**Project Milestones:** the estimated dates for each part of the various aspects of the Services and works to be carried out by the Supplier and/or the Supplier's contractors, sub-contractors and/or agents and/or employees and/or servants which are set out in the Quotation and/or which the Supplier may inform the Client from time-to-time.

For the avoidance of any doubt, any date(s) and/or time-line(s) and/or time-frame(s) set out in the Quotation and/or communicated to the Client shall only be on **"estimated and only estimated"** basis, i.e. that the Supplier would use its best endeavours to adhere to the same, but the Parties also agree that time for performance on the part of the Supplier is not of the essence and, subjected to the terms set out in this Terms and Conditions and/or otherwise agreed between the Parties, any failure on the part of the Supplier and/or the Supplier's contractors, sub-contractors and/or agents and/or employees and/or servants to adhere to any of these date(s) shall not be deemed as a breach of the Agreement on the part of the Supplier, provided the Services are carried out in a reasonably diligent manner.

**Quotation:** the written quotation provided by the Designers to the Client, which would set out the scope of work and the Services and/or the equipment and/or materials that would be supplied and provided by the Designers to the Client for the purposes of the Project.

The Quotation will be valid for 30 days from its date.

**Services:** the Services supplied by the Designers to the Client as set out in the Quotation.

**Site:** the location as specified in the quotation as the designated delivery and installation address.

## 1.2 INTERPRETATION:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes fax and email.

## 2. SUPPLY OF GOODS AND/OR SERVICES

2.1 The Designers shall supply the Goods and/or Services for the Project in consideration of the Client paying the Fee to the Supplier according to the payment term and schedule set out in the Quotation

2.2 The Designers warrant to the Client that the Goods and/or Services will be provided using reasonable care and skill.

2.3 The Designers shall deliver the Goods and/or Services to the Site set out in the Quotation.

2.4 Time for delivery of the Goods and/or Services is not of the essence. The Designers shall not be liable for, including but not limited to, any delay or failure caused by any third party, or any delay or failure in delivery of the Goods and/or Services that is caused by Force majeure, or the unavailability of the Client, or the failure of the Client to provide the Designers with adequate delivery instructions, or any other instructions that are relevant, or any delay in the Associated Works, or the unavailability of Goods. In the event of any circumstances arising which result in any potential delay to delivery and/or installation, the Designers shall use reasonable endeavours, where feasible, to suggest ways in which the delay could be reduced or averted, to include, but not limited to, proposing viable substitutions for any Goods to be supplied for the Client's consideration.

2.5 The Client accepts that the Designers reserve the right to complete the Design Proposal in accordance with a flexible schedule, which shall be subject to circumstances arising which may delay installation for reasons outside of the Designers control, to include, but not limited to;

(a) receipt of faulty and/or defective materials and/or products at any stage; and/or

(b) cancellation and/or postponement by any associated designers, manufacturer and/or sub-contractor; and/or

(c) stock availability of any associated materials and/or products including any unforeseen discontinuations.

2.6 The client is liable to pay the Designers extra Fee and/or amount(s) and/or sum(s) for the extra time and/or the increase in the quality and/or quantity of work and/or Services and/or Material and/or Equipment, and these extra Fee and/or amount(s) and/or sum(s) so payable by the Client would be set out in the invoice(s) rendered by the Designers to the Client.

2.7 In so far as the Designers are required to carry out changes and/or variations to the Quotation, and/or the amount and/or quality and/or type of work and/or Services and/or Material and/or Equipment, the estimated Completion Date specified in the Quotation shall be appropriately adjusted and extended, and such adjustment and extension would not be deemed as any breach of the agreement between the Designers and the Client.

2.8 Until the Designers receives full payment of the Material and/or Equipment, the Designers shall own the Material and/or Equipment or otherwise, the Client must inform the Designers in writing before accepting the Quotation.

2.9 Designers responsibility to perform the Services by particular dates and times is subject to any extension as may be reasonable considering any variations and/or changes to the quotations and/or arising from unforeseen circumstances which are reasonably beyond the control of the Designers, the Designers use their best endeavours to carry out the Services and/or supply the Material and/or Equipment by the dates and times the Designers either agree with the Client or notify to the Client. However, the Designers is not able to guarantee or provide a firm commitment that:

(a) the Designers would start performing the Services by a specific date or time; or

(b) the Designers would complete the performance of all Services by any specified date or time; or

(c) the performance of any individual part of the Services would be completed by a specific date or time.

2.10 If the Designers do not start or do not compete performing the Services within a reasonable time, the Client may only cancel the Agreement after giving written notice of intention to cancel the Agreement to Designers and further after the Client have given a reasonable extension of time for the Designers to start or to complete performing the Services.

### **3. DESIGNERS RIGHTS AND OBLIGATIONS**

3.1 The Designers will provide a Design Proposal which shall include on design scheme per room or area, additional design scheme options requested would be subject to further charge by quotation.

3.2 The Designers reserve the right to amend to Design Proposal if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Goods and/or Services, and the Designers shall notify the Client in any such event.

3.3 The Final Presentation is considered a break-point and any additional Goods and/or Services required and/or requested would be subject to additional fees to be submitted by way of quotation for the Client's consideration and approval to include, but not limited to; further design development and/or revisions of the Designers Proposal and any supply and delivery/installation of any associated goods and materials.

3.4 The Designers shall not be responsible for any Associated Works. In the event that any Associated Works on the Site affects the Design Installation or the Design Proposal the Designers shall:

(a) be entitled to a reasonable extension of time and, where applicable, to additional payment for any increased costs incurred;

(b) not be responsible in respect of any defects in, or delays to, the completion of the Design Proposal or Design Installation.

3.5 The Designers shall not make any material alterations to the agreed Design Proposal without the Client's prior consent.

3.6 The Designers reserve the right to not disclose any information on manufacturers, decorators, other service providers, or any information relating to the source of any materials, goods, or products to be purchased, to include, but not limited to, any product brand or manufacturers codes.

3.7 The Designers cannot advise on any structural elements for the Project and, it is therefore the Client's responsibility to appoint relevant third-party consultants in this respect.

3.8 The Designers shall instruct only their preferred and chosen manufacturers and/or sub-contractors and shall not engage with, nor instruct any other parties, whether recommended and/or proposed by the Client or otherwise.

3.9 The Designers reserve the right to co-ordinate and integrate any designs provided by others within their Design Proposals or to decline such.

3.10 The Designers cannot provide any quantity estimation or custom measurements for third-party use.

3.11 Where the Client provides specifications (such as measurements, fabric types, colour etc.) in writing, the Designers shall have no liability in relation to these specifications and shall rely upon the Client's specifications.

3.12 The Designers will not be obligated to accept the return of any Goods supplied, unless required to do so under their statutory obligations or unless previously agreed in writing.

3.13 The Designers shall not be responsible for variations in Goods supplied which occur due to intrinsic properties, nature and working methods applicable to natural products.

#### **4. CLIENTS RIGHTS AND OBLIGATIONS**

4.1 The Client agrees to provide the Designers with the Brief within 20 Business Days after signing the Quotation.

4.2 Where requested by the Designers, the Client shall promptly make decisions, and be available for meetings as necessary for the proper and timely performance of the Design Proposal.

4.3 The Client shall be responsible for all aspects of the Associated Works including the competence and performance of the work, the management and operational methods used in connection with carrying out and completion of work undertaken by any such persons and for compliance with health and safety requirements.

4.4 The Client assumes full responsibility for their complete understanding of the Design Proposal on the understanding that they may raise any query regarding the Design Proposal with the Designer before the Design Proposal is agreed and signed by both Parties.

4.5 The Client shall notify the Designers of any requested changes to any Design Proposal and/or any specific instructions regarding the specifications in writing.

4.6 The Client accepts full responsibility for the implementation of the Design Proposal if they opt to do so without the Designers involvements, to include, but not limited to, the checking of any dimensions provided by the Designers and sourcing their own manufacturers for any bespoke and/or custom made goods.

4.7 The Client shall:

(a) provide the Designers, its employees, agents, consultants and subcontractors, with access to the Site as reasonably required by the Designers;

(b) provide the Designers with such information and materials as the Designers may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;

(c) obtain and maintain all necessary licences, permissions and consents which may be required;

(d) comply with all applicable laws, including health and safety laws

4.8 The Client agrees that the Designers shall have the right to take and publish photographs at any stage (including after completion) and the Client shall give reasonable access to the Site for this purpose. The Designers shall not disclose the Client's name or address without prior consent if the photographs will be used for business or publicity reasons or for marketing and advertising.

## **5. CHARGES AND PAYMENT**

5.1 The Client shall pay accordingly to the payment schedule set out in the Quotation and on the reasonable achievement of each Project Milestone as set out in. For the avoidance of any doubt, the Client is obliged to make such payment(s) even if there is any outstanding rectification works that has yet to be carried out and/or completed.

5.2 The Designers shall render itemized invoices to the Client in respect of the said amounts and charges and shall show any Goods and Services Tax separately on such

5.3 If it shall be necessary for the Designers and/or any of employee(s) and/or agent(s) and/or associates to visit the Client's premises and/or Sites and/or make any other journeys in the course of providing the Services, then the Client shall reimburse the Client for all reasonable travelling and subsistence expenses properly incurred in so apart from minor out-of-pocket expenses claims for reimbursement of expenses shall be paid by the Client only if accompanied by the relevant receipts.

5.4 The Designers reserve the right to increase the Charges to reflect any additional costs or expenses from a Supplier, as well as to reflect any reasonable increases in cost incurred by the Designers.

5.5 The Price and any additional charges payable under the Agreement are exclusive of Good and Services Tax and any other applicable sales or import-related taxes for which the Client is legally liable, which shall be paid by the Client at the rate and in the manner for the time being prescribed by law.

5.6 The Price and/or any other charges and/or any monies payable by the Client under this Agreement must be made by the Client to the Designers within 7 days from the date of the invoice(s) ("the due date"), without set-offs or deductions (whether or not there is any dispute as to the reasonableness and/or the quality of the Services and/or the Material and/or Equipment and/or any alleged rectification works which has not been carried out and/or completed and/or any part thereof supplied and/or provided and/or carried out by the Designers (and/or the Designers contractors(s) and/or sub-contractor(s) and/or agent(s) and/or employee(s) for the Client).

5.7 If any sum payable under this Agreement and/or set out in the invoice(s) rendered is not paid within 14 days after the due date, then (without prejudice to the Designers other rights and remedies) the Designers reserve the right to charge interest on such sum on a day to day basis (as well after as before any judgement) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 1.5% per month from time to time in force compounded quarterly. Such interest shall be paid by the Client on demand by the Designer.

5.8 The Client must promptly notify the Designers in writing of any dispute regarding payments and give the Designers sufficient details to be able to respond.

## **6. TITLE TO AND RISK IN THE MATERIAL SUPPLIED**

6.1 The legal and beneficial ownership of any Material and/or Equipment supplied to the Client under the Agreement shall only pass to the Client and/or any other person(s) on payment in full and in cleared funds of the full Charges and any other sums which may then be due under this Agreement.

6.2 Risk in the Material and/or Equipment (and/or any part and/or portion thereof) supplied to the Client under the Agreement shall pass to the Client on delivery of the Material and/or Equipment (and/or any part and/or portion thereof) so delivered against all risk with effect from the time risk.

6.3 In the event that the Supplier has to provide security services and/or to take any steps to insure and/or to look after and/or secure the said Material and/or Equipment so delivered to the Client at or about the Premises, the Client must pay the Supplier for all additional sum(s) and/or expense(s) and/or disbursement(s) for the time and effort taken and/or incurred by the Supplier in providing these additional services of securing and/or insuring the said Material and/or Equipment.

## **7. RIGHT TO CANCELLATION**

7.1 The Client has the right to cancel this Quotation for any reason by delivering or sending (including by email) a cancellation notice to the Designers at any time within the period of 7 days starting from the date when this Quotation was signed by the Client.

7.2 The notice of cancellation is deemed to be served as soon as it is posted or sent to the Designers or in the case of an electronic communication on the day it is sent to the Designers.

7.3 If the Designers were instructed to provide any Goods and/or Services before the end of the 7-day period and the instruction(s) were confirmed in writing, the Designers shall be entitled to any fees, expenses and costs properly due before the Designers receive the notice of cancellation.

7.4 The notice of cancellation is to be addressed to the Designers and shall state:-

The Client (name) hereby gives notice that the Quotation with NEI STUDIO PTD. LTD. dated XX XX XXXX is cancelled.

## **8. PERSONNEL**

8.1 The parties shall each appoint a representative who shall have full authority to take all necessary decisions regarding the Project including any proposed variation of this Agreement.

8.2 The Designer shall ensure that while any of its personnel are on the Client's premises, they will conform to the Client's normal and reasonable request for proper conduct and security practice of which the Designers are notified in writing by the Client.

## **9 DELIVERY OF THE MATERIAL AND EQUIPMENT**

9.1 Based on the Project Milestone provided and/or set out in the Quotation, the Designers shall from time-to time deliver the Material and/or Equipment to the Off-Loading Point (if such is required by any authority such as the URA, BCA, HDB, Town Council and/or MCST) and shall then be responsible for its transportation thereafter to the

9.2 The Designers shall not carry out or be responsible for the removal of doors widening of entrances or any other structural work of any description for the purpose of moving the Material and/or Equipment from the Off-Loading Point to the Premises which work shall be undertaken by the Client at its own expense prior to delivery of the Material and/or Equipment and/or any part thereof.



9.3 The Client shall be responsible for all reasonable costs incurred by the Designers in providing any special equipment personnel or works reasonably necessary to move the Equipment from the Off-Loading Point to the Such costs shall be paid by the Client in addition to the Charges quoted in the Agreement.

## **10. WARRANTY AND LIABILITY**

10.1 The Designers shall not be liable for and do not warrant:

- (a) that the Contract and the Goods and/or Services will be completed in accordance with any schedule;
- (b) the performance, work or products of other persons;
- (c) the solvency or competence of any other person engaged;
- (d) any misunderstanding and/or misinterpretation of the Design Proposal by the Client or any other person;
- (f) the implementation of the Design Proposal by anyone other than the Designers.

10.2 The Designers shall not be liable for and do not warrant any direct instructions for any of the Designers associated trades people and/or delivery teams that are not direct instructions from the Designers.

10.3 The Client has 14 days to raise any issues regarding the Goods or Services once they have been supplied. If you reject any of the Goods, then these must be returned to us together with a full reason for the rejection.

10.4 The Designers shall indemnify the Client and keep the Client reasonably indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any wilful default/breach or gross negligence of this Agreement by the Supplier its employees agents or sub-contractors.

10.5 In any event, and notwithstanding anything contained in the Agreement, under no circumstance shall the Designers be liable, in contract, tort (including negligence and/or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:

- (a) for any increased costs or expenses; or
- (b) for any loss of profit, business, contracts, revenues or anticipated savings; or
- (c) for any special, indirect or consequential damage of any nature whatsoever.

10.6 The Designers shall be under no liability whatsoever for any loss, damage, injury or expense caused by the Client (or the Client's licensee, agent, representative, employee and/or servant) misuse and/or failure or omission to properly maintain and/or service the Material and/or Equipment and/or any part thereof.

10.7 Further, no action may be brought by the Client against the Designers under this Agreement more than [12] months after the Completion Date or termination of this Agreement, whichever is earlier.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 All Intellectual Property Rights in or arising out of or in connection with this Contract and the Design Proposal (other than Intellectual Property Rights in the Brief or any materials provided by the Client) shall be owned by the Designers.

## **12. SUB-CONTRACTS**

12.1 The Designers is expressly allowed enter into any sub-contract with any person for the performance of any part of this Agreement.

## **13. DISPUTES**

All disputes between the parties arising from this or is in any way related, whether directly or indirectly or otherwise, and however so arising, including but not limited to any issue relating to the validity of this Agreement and/or any of the clauses, shall be referred to arbitration in Singapore in accordance with the LawSoc Arbitration Rules (of the Law Society of Singapore) in force at the commencement of the arbitration, and the arbitration proceedings shall be subjected to the provisions of Singapore's International Arbitration Act (or any revisions of this Act as may be applicable).

Or

Any dispute which may arise between the parties concerning this Agreement shall be determined by the Courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of the Singapore Courts for such purpose.

## **14. TERMINATION**

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;

(b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 Without affecting any other right or remedy available to it, the Designers may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

## **15. CONSEQUENCES OF TERMINATION**

15.1 On termination of the Contract:

(a) the Client shall immediately pay to the Designers for all Goods that have been ordered and all Services that have been provided and all outstanding unpaid invoices and interest;

(b) the Client shall return all of the Designers materials and Goods which have not been fully paid for. If the Client fails to do so, then the Designers may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected to with the Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 16 THIRD PARTIES

The parties do not intend that any of the Terms and Conditions and/or matters covenants clauses and/or representations set out in the Quotation shall be enforceable by a third party. The **Contracts (Rights of Third Parties) Act (Chapter 53B)** of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the **Contracts (Rights of Third Parties) Act (Chapter 53B)** of Singapore to enforce this Agreement or any of its terms.

Yours Sincerely,

Hereby Agreed By,

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Nei Studio Pte. Ltd.  
Eugene Pang | Director

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Name and Signature