

Schedule 2 Sales Terms

1. Purchase of Products

Purchases of Products through the Site shall be subject to the following terms and conditions:

1.1 **Your compliance:** You agree to comply fully with all directions, instructions and/or any other terms issued by us from time to time in relation to your purchase of Products through the Site.

1.2 **Product description:** While we endeavour to provide an accurate description of the Products, we do not warrant that such description is accurate, current or free from error. In the event that the Product you received is reasonably different from the Product as described on the Site, paragraph 3 of the Sales Terms shall apply.

1.3 **Placing your Order:** You may place an Order by completing the Order form on the Site and clicking on the [" *Place Order*"] button. We will not accept Orders placed in any other manner. You shall be responsible for ensuring the accuracy of the Order.

1.4 **Our reservation of rights in respect of Orders:** All Orders shall be subject to our acceptance and each Order accepted by us (such accepted Order to be referred to as an "**Accepted Order**") shall constitute a separate contract. You acknowledge that unless you receive a notice from us accepting your Order, we shall not be party to any legally binding agreements or promises made between you and us for the sale or other dealings with the Product(s) and accordingly we shall not be liable for any loss, liability or damage which may be incurred as a result. For the avoidance of doubt, we reserve the right to decline to process or accept any Order received from or through the Site at our absolute discretion.

1.5 Cancellation of Orders

1.5.1 **No issuance of Accepted Order:** We will cancel your Order if we are unable to accept your Order within [*insert number of days*] from your Date of Order, with the exception of Products that have not yet been released for sale.

1.5.2 **Cancellation by you:** You may cancel your Order at any time before we issue an Accepted Order. The following cancellation charges shall apply:

1.6 The warranties with respect to the Products sold under an Accepted Order shall be as set out in the applicable [*limited product warranty terms and conditions*] ("**Product Warranty**") and shall be limited to the warranty period and by the terms and conditions therein. The warranties and conditions, remedies for breach of warranty or condition, or other terms stated in the Product Warranty are, unless expressly prohibited by applicable mandatory law, in lieu of all other terms, warranties and conditions,

whether expressed or implied, statutory or otherwise. Except as expressly provided in such Product Warranty, we exclude (unless expressly prohibited by applicable mandatory law) all other express or implied terms, warranties or conditions with respect to the Products supplied. You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of us which has not been stated expressly in an Accepted Order or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by us. You also acknowledge and agrees that the exclusion of warranties, exclusion of liability and exclusion of remedies in these Sales Terms and Accepted Orders allocate risks between the parties and permit us to provide the Products at lower fees or prices than we otherwise could and you agree that such exclusions on liability are reasonable.

1.7 **Physical Products:** If you have ordered a Physical Product, the following terms shall apply:

1.7.1 *You may choose to have the Product delivered to a specified address.*

1.7.2 **Delivery of Product:** If you choose to have the Product delivered:

(i) You acknowledge that delivery of Products is subject to availability of the Products from our [*usual source of supply*]. We will make every reasonable effort to deliver the Product to you within the delivery timeframe displayed in the Accepted Order, but you acknowledge that while the availability information on our Site is updated regularly, it is possible that in some instances a Product may become unavailable between updates. All delivery timeframes given are estimates only and delays can occur. If the delivery of your Product is delayed we will inform you accordingly via email and your Product will be dispatched as soon as it becomes available to us.

(ii) **Delivery charges:** [*Delivery of Products shall be subject to prevailing rates charged by our courier save for the following: (i) delivery of Products with nett value of S\$150 or more within Singapore shall be free of charge, otherwise a delivery fee of S\$5 will be payable; and (ii)*]

(iii) In the event you do not receive the Product by the projected delivery date and provided that you inform us within 7 days immediately from such projected delivery date, we will try, to the best of

our ability, to locate and deliver the Product. If we do not hear from you within 7 days from such projected delivery date, you shall be deemed to have received the Product.

2. **Prices of Products and accepted payment methods**

2.1 **Prices of Products:** All prices quoted on the Site are subject to taxes, unless otherwise stated. We reserve the right to amend the prices of Products on the Site at any time without giving any reason or prior notice.

2.2 **Payment methods:** You may pay for the Product by one of the following methods of payment: [*Visa or MasterCard credit cards and PayPal*]. When you place an Order, actual payment will be only charged upon an Accepted Order.

2.3 **Invoicing:** We may invoice you upon the due date of any payment under an Accepted Order.

3. **Return/Exchange of Products**

3.1 Products cannot be returned or exchanged unless you receive:

3.1.1 a product that is entirely different from the Product specified in the Accepted Order; or

3.1.2 a damaged Product.

3.2 Any exchange can only be conducted on a one-to-one basis for the same Product as specified in the Accepted Order, subject to our approval and provided that we receive your request within [7] days from your Date of Order. Physical Products to be exchanged], in its original packaging and in re-saleable condition and with a copy of the Accepted Order.

3.3 We are not obliged to agree to any such exchange unless all foregoing conditions in paragraph 3.2 are met to our satisfaction. Should we agree to the exchange, we will (i) in case of Physical Products: courier the replacement product to your specified address or you may choose to collect it from one of our stores (subject to stock availability); or (ii) in case of Digital Products: provide an URL for you to download the Digital Product.

4. **Limitation of liability**

4.1 Notwithstanding any other provision of these Sale Terms, our maximum cumulative liability to you or to any other party for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to the sale of Products under each Accepted Order, will not exceed the sums that you have paid to us under such Accepted Order.

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