

# **LIHD STUDIO PTE LTD & LIHD ASSOCIATES PTE LTD**

## **STANDARD TERMS AND CONDITIONS**

### **1. APPLICABILITY**

- 1.1. These Conditions shall be incorporated and shall form part of all Quotations and shall apply to all Contracts.
- 1.2. No variation to these Conditions shall be binding unless expressly and specifically agreed in writing by the Company and the Client.

### **2. SCOPE OF WORKS**

- 2.1. The Scope of Works under the Contract includes only the items and works expressly and specifically stated in the Contract and Variation Orders.
- 2.2. Without prejudice to the generality of Clause 2.1, the following non-exhaustive list of items and works are not included unless expressly and specifically stated and priced for in the Contract or a Variation Order:
  - 2.2.1. Qualified Person (QP), Professional Engineering (PE) and/or Architect's endorsement on any drawings and/or submissions and any related fees or expenses;
  - 2.2.2. Licensing Engineer's fees and building base consultant vetting fees;
  - 2.2.3. Submissions to any authority and/or organisation, including without limitation, HDB, BCA, URA, NEA, LTA, etc., and any related fees or expenses;
  - 2.2.4. Supply of utilities (including but not limited to water, electricity and gas bills);
  - 2.2.5. Building management or maintenance services fees (including but not limited to maintenance fees or conservancy charges);
  - 2.2.6. Supply of professional certification for waterproofing sealant works, and related fees or expenses;
  - 2.2.7. Dismantling, hacking, making good, fabricating, supplying (labour and materials), installing and testing of any item and/or work; and
  - 2.2.8. Supply and installation of any furniture, fittings, fixtures, fire alarm and fire protection system,

air-conditioning system or FCU connection, electrical appliances, lights and fans, sanitary wares and bathroom accessories, doors, windows, window blinds and curtains, and etc.

- 2.3. The Scope of Works under the Contract does not include any incidental works or processes that are not expressly and specifically stated and priced for in the Contract or a Variation Order, even if the said works or processes are indispensably necessary or may contingently become necessary for the due and proper execution of the Renovation Works. The Company is entitled to charge the Client for any such incidental works or processes.
- 2.4. The Company is not required to provide any item, execute any work and/or conduct any test that is not expressly and specifically stated and priced for in the Contract or Variation Order, even if the said item, work or test is required by law and/or regulations. The Company is entitled to charge the Client for any such additional item, work or test.
- 2.5. The Client may not add, omit, vary, change or cancel any item or work under the Scope of Works unless with the written agreement of the Company.

### **3. VARIATION ORDERS**

- 3.1. Any request by the Client to add, omit, vary, change or cancel any item or work under the Scope of Works must be accepted by the Company and recorded in a Variation Order. The Company is not obliged to perform any variation works until the details of the said works are agreed in writing.

### **4. MATERIALS**

- 4.1. All natural materials, including but not limited to granite, marble, slate, veneer, wood, are subject to their natural markings, variation or inconsistency in colour, shades, patterns, veins, fissures, crack lines, vents, pitting, watermarks, etching, staining, impurities and other imperfections. Such naturally occurring variations are not considered defects.
- 4.2. The actual natural material supplied will differ from the catalogue and/or sample used in the selection process, and the Company shall not be liable for any variance in the appearance of any natural material.

## **LIID STUDIO PTE LTD & LIID ASSOCIATES PTE LTD**

### **STANDARD TERMS AND CONDITIONS**

4.3. All materials (natural or man-made) that are shown to the Client for selection are subject to availability. The Company does not guarantee that the selected material will be available. In the event any selected material turns out to be unavailable, the Company will notify the Client and the Client shall promptly select a substitute material.

#### **5. PERMITS, APPROVALS AND WAIVERS**

5.1. The Client is solely responsible for the application of all permits, approvals and waivers necessary for the due and proper execution of the Renovation Works, and shall bear all related costs, fees and/or expenses of any such application.

5.2. The Company and the Client may agree to include the submission of the application for permits, approvals or waivers within the Scope of Works, but the Client shall continue to be responsible for any such application and the related costs, fees and/or expenses.

5.3. The Client shall bear the risks of non-approval or rejection by the relevant authorities or organisations. In the event any of the required permit, approval or waiver is not obtained or rejected by the relevant authorities or organisations, the Company may omit, vary, change or cancel the relevant item or work under the Scope of Works.

#### **6. CONTRACT PRICE, DEPOSIT AND PAYMENT TERMS**

6.1. All prices stated in the Quotation are valid for the period stated in the Quotation, and if no period is stated, for thirty (30) days from the date of the Quotation.

6.2. The Contract Price is calculated based on the descriptions, specifications, measurements and/or quantities stated in the Contract, and the Company is entitled to revise the Contract Price, based on agreed rates, to reflect the actual measurements on site.

6.3. The price quoted in the Summary of Bill (Quotation) is exclusive of GST. Where applicable, the Company will issue a tax invoice for the Contract Price and/or the Variation Order Price, plus the GST payable.

6.4. Unless otherwise agreed in writing by the Company and the Client, the payment terms for the Contract are as follows:

6.4.1. 30% of the Contract Price is payable upon signing of Contract;

6.4.2. 40% of the Contract Price is payable upon commencement of Renovation Works;

6.4.3. 25% of the Contract Price is payable upon delivery of carpentry to the Client's Premises and prior to installation; and

6.4.4. 5% of the Contract Price is payable on the Handover Date.

6.5. Unless otherwise agreed in writing by the Company and the Client, the payment terms for Variation Orders will be as follows:

6.5.1. 30% of the Variation Order Price is payable upon acceptance of the Variation Order;

6.5.2. 40% of the Variation Order Price is payable at the same time as Clause 6.4.2 above;

6.5.3. 25% of the Variation Order Price is payable at the same time as Clause 6.4.3 above; and

6.5.4. 5% of the Contract Price is payable on the Handover Date.

6.6. Payment should be made to "LIID STUDIO PTE LTD" or "LIID ASSOCIATES PTE LTD" depending on the name stated in the Contract.

6.7. Any deposit received by the Company upon signing of the Contract or acceptance of the Variation Order is paid to guarantee the Client's performance of the Contract or Variation Order and shall not be refundable in any circumstances, including but not limited to the termination of the Contract and/or Variation Order.

6.8. Any payment received by the Company in accordance with the payment terms shall be deemed earned upon receipt and shall not be refundable in any circumstances, including but not limited to termination of the Contract and/or Variation Order.

6.9. The Client is not allowed to withhold any payment due and payable to the Company for any reason whatsoever, including but not limited to any alleged defect and/or damage to the Renovation Works or the Client's Premises.

6.10. All discounts, price reductions and free of charge (FOC) items are given on a goodwill basis. In the event of a breach of any term of the Contract by the Client, including but not

**STANDARD TERMS AND CONDITIONS**

limited to late payment, and/or any dispute between the parties, the Company is entitled to revoke any discounts, price reductions and FOC items, and re-present the full sum for payment. For the avoidance of doubt, the Company's right under this Clause 6.10 shall not be impaired, precluded or in any way affected by the Client's payment of the discounted or reduced sum.

- 6.11. Unless otherwise stated in the invoice, any invoice issued by the Company is immediately due and payable. If the Client fails to make payment of any invoice by the due date, the Company is entitled to charge the Client interest on the invoiced amount at the rate of 5.33% per annum, from the day after the due date until the date payment is made in full (on a pro-rata basis). The formula for calculating interest is as follows:  $((\text{outstanding invoiced amount} \times 5.33\%) / 365) \times \text{no. of days late}$ .

**7. ACCESS TO CLIENT'S PREMISES & EXISTING CONDITION OF THE CLIENT'S PREMISES**

- 7.1. The Client shall grant the Company's representatives, employees, servants, agents and contractors access to the Client's Premises as shall be necessary to enable the Company to execute the Renovation Works.
- 7.2. The Client shall ensure that the Client's Premises is in a reasonably safe and clean condition before granting access to the Company.
- 7.3. The Company is entitled to inspect the Client's Premises on the Start Date to ensure that Clause 7.2 has been complied with. In the event the Company in its sole discretion determines that the Client's Premises is not in a reasonably safe and/or clean condition, the Company is entitled to either (a) refuse to commence any Renovation Works and delay the Start Date until the Client complies with Clause 7.2, or (b) perform the necessary works to comply with Clause 7.2 and charge the Client for it.
- 7.4. Any defect and/or damage to the Client's Premises or the common property discovered before, during or after the Renovation Period shall be deemed to be due to the pre-existing condition of the said premises, unless proven otherwise by the Client.
- 7.5. Unless expressly and specifically provided in the Scope of Works, the Company is not required to repair and/or rectify any pre-

existing defect and/or damage to the Client's Premises. In the event the Company is required to carry out any such repair and/or rectification work, the Company is entitled to charge the Client for the additional repair and/or rectification work done.

**8. CLIENT'S DIRECT CONTRACTORS**

- 8.1. Unless otherwise agreed in writing by the Company and the Client, the Client shall not grant the Client's Direct Contractors access to the Client's Premises for the purposes of carrying out any form of works during the Renovation Period.
- 8.2. Without prejudice to Clause 8.1 above, the Client may engage his/her own contractor for the supply and installation of air-conditioning system at the Client's Premises subject to the Company's prior written approval. The Company will charge 10% of the contractor's total invoiced amount for the air-conditioning works or a lump sum of S\$300 (whichever is higher), as the coordination fee.
- 8.3. In the event that the Client grants the Client's Direct Contractors access to the Client's Premises for the purposes of carrying out any form of works during the Renovation Period (regardless of whether with or without the Company's written approval), any damage and/or defect discovered in the Client's Premises and/or the Renovation Works after that shall be deemed to be caused by the Client's Direct Contractors, unless proven otherwise by the Client.
- 8.4. The Company shall not be responsible and/or liable to rectify any defective design or work done by the Client's Direct Contractors, or any damage caused to the Client's Premises and/or the Renovation Works as a result of the said defective design or work. In the event the Company is required to carry out any such repair and/or rectification work, the Company is entitled to charge the Client for the repair and/or rectification work done.

**9. NO WARRANTY FOR FURNITURE PURCHASED FROM 3<sup>rd</sup> PARTY SUPPLIERS**

- 9.1. The Company does not provide any warranty for any item and/or furniture purchased for the Client from 3<sup>rd</sup> party suppliers (e.g. on Taobao, etc.). The Client shall deal directly with the 3<sup>rd</sup> party

**STANDARD TERMS AND CONDITIONS**

suppliers for any defects or damage to the said item and/or furniture.

**10. SUSPENSION AND TERMINATION**

- 10.1. The Company is entitled to immediately suspend work at any time if:
  - 10.1.1. the Client fails to make prompt and full payment of the amount due and payable according to the payment terms of the Contract;
  - 10.1.2. the Client fails and/or refuses to finalise the design, select the materials and/or provide instructions or approvals;
  - 10.1.3. the Client insists on adding, omitting, varying or modifying the Scope of Works despite the Company's refusal; or
  - 10.1.4. the Company in its sole discretion determines that there is reason to suspect that there may be non-compliance by the Client with any of the Conditions.
- 10.2. The Company shall notify the Client of any suspension of works under Clause 10.1.
- 10.3. Upon receipt of the notice of suspension, the Client has seven (7) days to rectify any defaults and/or comply with the Conditions, failing which the Company shall be entitled (but not obliged) to immediately terminate the Contract by giving a further written notice to the Client.
- 10.4. In the event of a termination under Clause 10.3 above, without prejudice to any rights or remedies available to the Company in law or equity:
  - 10.4.1. the Company shall not be liable for any direct, indirect, special and/or consequential losses and/or damages of whatsoever nature (whether in contract, tort, or any other basis) and howsoever suffered by the Client as a result of this termination; and
  - 10.4.2. the Company shall be paid for all work done (including incomplete work on a *pro rata* basis).
- 10.5. For the avoidance of doubt, the Company's rights in this Clause 10 are without prejudice to any rights or remedies available to the Company in law or equity.

**11. TIMELINES, PROJECT SCHEDULES AND DATE FOR COMPLETION**

- 11.1. Unless expressly and specifically agreed by the Company and the Client in writing, "time is not of the essence" for the Contract. Any timelines, project schedules and completion date given are estimates and subject to change.
- 11.2. All final drawings, materials and fittings are to be confirmed by the Client before the Company proceeds with the renovation works.
- 11.3. The production and/or delivery lead time for any items or furniture supplied by a 3<sup>rd</sup> party supplier (including but not limited to lights, fans, custom-made or fabricated items, loose furniture, and office system furniture) is an estimate and subject to change. In the event of any change in the lead time, the Company shall be given a reasonable extension of time to complete the Renovation Works.
- 11.4. In the event any of the following occurs:
  - 11.4.1. Any issuance of Variation Order;
  - 11.4.2. Any act of prevention, breach of contract, delay or impediment caused by the Client;
  - 11.4.3. Any non-approval and/or rejection of permit, approval or waiver by the relevant authorities or organisation; or
  - 11.4.4. Any suspension of works pursuant to Clause 10.1;the date for completion (if any) shall be set "at large" and the Company shall have reasonable time to complete the Renovation Works.

**12. HANDING OVER AND DEFECT LIABILITY PERIOD**

- 12.1. On the Handover Date, the Company and the Client shall jointly inspect the Client's Premises and Renovation Works, and indicate on the Project Handover Form any Defects and/or observations of parties (including any items which parties cannot agree whether is considered defective or not).
- 12.2. For the avoidance of doubt, the following is a non-exhaustive list of items that shall not be considered defective:
  - 12.2.1. hairline cracks on existing walls and ceiling;

**STANDARD TERMS AND CONDITIONS**

- 12.2.2. chip, scratches, and stains on existing door frames and doors;
  - 12.2.3. chip, scratches, and stains on existing floor (e.g. parquet, marbles, tiles, vinyl, etc.);
  - 12.2.4. uneven wall and/or ceiling surfaces;
  - 12.2.5. uneven or slanted wall and/or ceiling edges;
  - 12.2.6. external wall of the Client's Premises; and
  - 12.2.7. any pre-existing condition(s) of the Client's Premises.
- 12.3. The Client shall have fourteen (14) days from the Handover Date to report any Defects that are not discovered during the joint inspection on the Handover Date. The Client shall consolidate a list of defects and notify the Company in writing.
- 12.4. Save for the items notified to the Company in accordance with Clauses 12.1 and 12.3 above, the rest of the Renovation Works and the Client's Premises are deemed to be in good condition and/or accepted by the Client.
- 12.5. Upon completion of the joint inspection and/or receipt of the list of defects (if any) in accordance with Clauses 12.1 and 12.3 above, the Company shall send its contractors of the relevant trade (e.g. carpenter, electrician, plumber, painter, etc) to the Client's Premises to inspect, remedy, repair or make good the Defects on a mutually agreeable date. For the avoidance of doubt, the Company is not obliged to remedy, repair or make good anything that is not a Defect.
- 12.6. In the event that the Client requires the Company's contractors to make additional visits for the repair and/or rectification of the Defects, the Company is entitled to impose a transportation charge on the Client (S\$80 to S\$120). To save costs, the Client is encouraged to consolidate a complete list of defects before submitting in accordance with Clause 12.3 above.
- 12.7. In the event that the Client fails and/or refuses to comply with Clauses 12.1 and 12.3 above, or to provide the Company's representatives, employees, servants, agents and/or contractors with access to the Client's Premises to inspect, remedy, repair or make good any Defects, then the Renovation Works and/or the Client's

Premises are deemed to be in good condition and/or accepted by the Client.

- 12.8. The defects liability period in this Clause 12 and the warranties in Clause 13 are collectively the exclusive remedy of the Client for any Defects.

**13. WARRANTIES**

- 13.1. The Company warrants that the carpentry works shall be free of defective parts or materials, including but not limited to tracks and hinges, for a period of six (6) months starting from the Handover Date. The Client shall notify the Company of the said defect in carpentry works by way of a written notice within the said six (6) months period.
- 13.2. For the avoidance of doubt, this warranty does not extend to ready-made furniture, office system furniture and any item or furniture purchased from 3<sup>rd</sup> party supplier.
- 13.3. Upon receipt of the written notice from the Client given in accordance with Clause 13.1 above, the Company shall send its contractors to the Client's premises to inspect, remedy, repair or make good the defect in carpentry work on a mutually agreeable date.
- 13.4. In the event that the Client fails and/or refuses to comply with Clause 13.1 above, or to provide the Company's representatives, employees, servants, agents and/or contractors with access to the Client's Premises to inspect, remedy, repair or make good any Defect in Carpentry, then the carpentry works are deemed to be in good condition and/or accepted by the Client.
- 13.5. The Company shall under no circumstances be liable for any defect and/or damage arising from fair wear and tear, wilful damage, Client's negligence, abnormal working conditions, misuse, alteration, modification or repair conducted without the Company's prior written approval.
- 13.6. Save for the warranties expressly stipulated in these Conditions, all other warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent possible under the law. The Company expressly disclaims any implied warranties and fitness for a particular purpose.

**STANDARD TERMS AND CONDITIONS**

**14. LIMITATION AND EXCLUSION OF LIABILITY**

- 14.1. In no event shall the Company's aggregate liability to the Client for any losses, damages, costs and/or expenses, arising out of or in connection with the Contract (whether in contract, tort, or any other basis) exceed 10% of the Total Contract Price.
- 14.2. To the maximum extent permitted by the law, the Company shall not be liable to the Client for any loss of profits, loss of use, loss of contracts, loss of opportunities, loss of revenue, loss of goodwill, loss of reputation, loss of third party contracts, loss due to business interruption, cost of replacement, cost of rectification, contractual claims from third parties, or any indirect, special and/or consequential losses and/or damages of whatsoever nature (whether in contract, tort, or any other basis) and howsoever suffered by the Client.

**15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. The designs, including but not limited to artwork, sketches, 3D drawings, and layout plans, etc., provided by the Company to the Client shall remain absolute property of the Company and shall not be retained, copied, used, transmitted, reproduced or disclosed without prior written approval from the Company.
- 15.2. The Company is permitted to take and retain photographs of the Client's Premises after the renovation works are completed for inclusion into its portfolio.

**16. NO SET-OFF & NON-WAIVER**

- 16.1. All sums payable to the Company under this Contract shall be paid in full without any deduction, set-off or counterclaim. The Client is not allowed to withhold, deduct or set-off any payment due to the Company for any reasons, including but not limited to any alleged breach by the Company and/or any defect or damage to the Client's Premises and/or the Renovation Works.
- 16.2. No delay or failure of the Company to exercise any right, power or remedy under this Contract shall impair such right, power or remedy or constitute a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or any other right or remedy.

**17. MISCELLANEOUS**

- 17.1. The Contract constitutes the entire agreement between the Company and the Client and shall supersede any previous written agreement or understanding.
- 17.2. Each part, term or clause of these Conditions is severable from all others, and if any part, term or clause of these Conditions is held to be or becomes invalid, unlawful or unenforceable (whether in whole or in part), such clause shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining clauses of these Conditions shall not be affected thereby.
- 17.3. A person who is not a party to this Contract shall have no rights to enforce or enjoy the benefit of any term or provisions of this Contract under the Contracts (Rights of Third Parties) Act (Cap. 53B).
- 17.4. The Client shall not assign or transfer any of its rights under the Contract without the prior written approval of the Company.
- 17.5. Any notices, requests, demands or other communications required or made under the Contract shall be given or made in writing and delivered by hand, mail, fax, messaging application (including without limitation WhatsApp) or e-mail to the respective parties according to the contact particulars stated in the Contract. Any such notice, request, demand or communication shall be deemed to have been duly served immediately upon sending.

**18. DEFINITION**

- 18.1. In these Conditions:
  - “**Company**” means “LIID STUDIO PTE LTD” or “LIID ASSOCIATES PTE LTD” depending on the name stated in the Quotation and/or the Contract.
  - “**Conditions**” means these standard terms and conditions for Renovation Works, which are incorporated into and form part of the Quotation and the Contract.
  - “**Contract**” means the agreement between the Company and the Client as evidenced by the accepted Quotation, which incorporates these Conditions.
  - “**Contract Price**” means the total price for the Renovation Works agreed by the Client and the Company in the Contract based on the descriptions, specifications,

## LIID STUDIO PTE LTD & LIID ASSOCIATES PTE LTD

### STANDARD TERMS AND CONDITIONS

measurements and/or quantities stated therein (includes GST, where applicable). For the avoidance of doubt, the Contract Price will be subject to re-measurement of the actual works done, where applicable.

“**Defect**” means any work or item that does not conform to the functional description stated in the Contract or Variation Order (if any) or is not in a functional condition, as a result of poor workmanship by the Company’s contractors.

“**Client**” means the person, firm or company engaging the Company for the Renovation Works.

“**Client’s Direct Contractor**” means any person, including but not limited to electricians, plumbers, and/or any contractors, granted access to the Client’s Premises by the Client for the purposes of carrying out any form of works during the Renovation Period. This does not include the Company’s representatives, employees, servants, agents and contractors.

“**Client’s Premises**” means the premises where the Renovation Works are to be carried out.

“**Handover Date**” means the date on which the Company hands over access of the Client’s Premises back to the Client.

“**Quotation**” means the quotation issued by the Company to the Client.

“**Renovation Period**” means the period starting from the Start Date and ending on the Handover Date.

“**Renovation Works**” means all items and works performed or to be performed pursuant to the Contract and Variation Orders.

“**Scope of Works**” means all items and works expressly and specifically stated in the Contract and Variation Orders.

“**Start Date**” means the date on which the Client grants access of the Client’s Premises to the Company in accordance with the Contract.

“**Total Contract Price**” means the Contract Price plus the sum of all Variation Order Prices (includes GST, where applicable).

“**Variation Order**” means the agreement in writing between the Company and the Client to add, omit, vary or modify the

Scope of Works (including but not limited to the quantity and/or measurement of works) under the Contract. For the avoidance of doubt, variation orders form part of the Contract and incorporates these Conditions.

“**Variation Order Price**” means the total price for the Variation Order based on the descriptions, specifications, measurements and/or quantities stated therein (includes GST, where applicable). For the avoidance of doubt, the Variation Order Price will be subject to re-measurement of the actual works done, where applicable.

The words “**include**” and “**including**” shall not be construed to limit the generality of any clause herein.

Where the context requires, words importing the singular shall be deemed to include the plural and *vice versa*.

Titles and headings used herein are for convenience only and do not affect the interpretation of these Conditions.