

GRAY TECH INTERNATIONAL PTE. LIMITED
GRAY-INTERNATIONAL.COM
Website terms of use

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Website and the purchase of Products. By accessing and using the Website:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.
- 2.3 **These Terms were last updated on 01 August 2018.**

IMPORTANT INFORMATION

- ▲ **Taxes:** If you buy a Product from us, you must pay all taxes, duties and levies, including Sales Tax. You are solely responsible to consult your applicable national, state and local tax laws to determine what you need to do and pay to comply with tax laws and regulations in your area and pay the outstanding taxes and duties if applicable according to applicable tax laws. .
- ▲ **Warranty:** The only warranty provided for the Products is set out in our Warranty Terms and Return Policy available [here](#).
- ▲ **Products and Prices:** Product Prices and availability of Products are subject to change without notice. All sales are final and orders cannot be cancelled once submitted to the Website.

- ▲ **Exchanges:** The exchange of Products and any availability of refunds is set out in our Warranty Terms and Exchange Policy available [here](#).

3 DEFINITIONS

3.1 In these Terms:

Delivery means the delivery times for the Products as set out on the Website. The Products are Delivered when delivered to the Customer's premises in accordance with these Terms in all material respects.

Expenses includes costs and expenses relating to the purchase and delivery of the Product including freight, insurance, and any taxes (including Sales Tax), duties (including import duty) and levies.

Force Majeure means an event that is beyond the reasonable control of a party, excluding an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care.

including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity relating to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.

personal information means information about an identifiable, living person.

Product means Gray's products from time to time ordered by the Customer online including via the Website.

Price means the price for the Product as set out on the Website. The Price excludes the Expenses.

Privacy Policy means Gray's privacy policy from time to time set out on the Website.

Purchase Date means the date of purchase of the Product, being the date Gray confirms the Customer's payment for its order is accepted.

Purchase Terms means the purchase terms and conditions set out in the attached Schedule.

Sales Tax means goods and services tax, value added tax, sales tax or equivalent tax payable under any applicable law.

Terms means these terms and conditions titled *Gray International Website Terms of Use*, the Purchase Terms, the Warranty Terms and Exchange Policy, and the Privacy Policy.

Underlying System means any network, system, software, data or material that underlies or is connected to the Website

User ID means a unique name and/or password allocated to you to allow you to access certain parts of the Website

Warranty Terms and Exchange Policy means Gray's warranty terms and exchange/returns policy for the Products from to time as set out on the Website.

We, us, our or Gray means Gray Tech International Pte. Ltd.

Website means Gray's website from time to time.

You or the Customer means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

3.2 Interpretation: In these Terms:

- a clause and other headings are for ease of reference only and do not affect the interpretation of these Terms;
- b words importing the singular include the plural and vice versa; and
- c a reference to:
 - i a party to these Terms includes that party's permitted assigns;
 - ii including and similar words do not imply any limit;
 - iii a monetary amount is a reference to Singapore dollars; and
 - iv a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;
- d no term of these Terms is to be read against a party because the term was first proposed or drafted by that party; and
- e no Customer terms or conditions are incorporated into these Terms.

4 YOUR OBLIGATIONS

- 4.1 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.
- 4.2 If you are given a User ID, you must keep your User ID secure and:
 - a not permit any other person to use your User ID, including not disclosing or providing it to any other person; and

- b immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to **contact@gray-international.com**

4.3 You must:

- a not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
- b unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.

4.4 You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request to **contact@gray-international.com**

4.5 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

4.6 If you purchase a Product from us, the Purchase Terms apply to that sale and purchase.

5 INTELLECTUAL PROPERTY

We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*), the Products, and the Underlying Systems at all times.

6 DISCLAIMERS

6.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:

- a the Website being unavailable (in whole or in part) or performing slowly;
- b any error in, or omission from, any information made available through the Website;
- c any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
- d any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

6.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

7 LIABILITY

7.1 To the maximum extent permitted by law:

- a you access and use the Website and the Products at your own risk; and
- b we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website or the Products. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

7.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to \$100.

7.3 To the maximum extent permitted by law and only to the extent clauses 7.1 and 7.2 of these Terms do not apply, our (and our component suppliers') total liability to you:

- a under or in connection with these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website, must not exceed \$100; or
- b for any Product, must not exceed the price paid for the Product. The Customer agrees that Gray is in no way liable in connection with the possession or use of the Products.

7.4 Gray (and its component suppliers) is not liable to the Customer for any:

- a loss of cryptocurrency, profit, data, savings, business, revenue, and/or goodwill, or
- b indirect, consequential or incidental loss or damage

arising under or in connection with these Terms or any Product.

7.5 Clause 7 does not apply to limit Gray's liability for:

- a personal injury or death; or
- b fraud or wilful misconduct.

7.6 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that such failure is directly attributable to the other party failing to comply with its obligations under these Terms, or to the negligence or misconduct of the other party or its personnel.

- 7.7 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms.

8 PRIVACY

- 8.1 You are not required to provide personal information to us, although in some cases if you choose not to do so then we will be unable to make certain sections of the Website available to you. For example, we may need to have your contact information in order to provide you with updates from our Website or to sell you Products.
- 8.2 When you provide personal information to us, we will comply with the Singapore Personal Data Protection Act 2012 and our Privacy Policy.

9 SUSPENSION AND TERMINATION

- 9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, acting reasonably, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it), and/or cancel any uncompleted orders for the Products.
- 9.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.
- 9.3 On termination, you must immediately pay for Products ordered before the termination date.
- 9.4 Termination of these Terms does not affect each party's rights and obligations accrued before the termination date.

10 GENERAL

- 10.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure, provided that the affected party:
- a immediately notifies the other party and provides full information about the Force Majeure;
 - b uses best endeavours to overcome the Force Majeure; and
 - c continues to perform its obligations as far as practicable.
- 10.2 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 10.3 These Terms is governed by, and must be interpreted in accordance with, the laws of the Republic of Singapore. Each party submits to the exclusive jurisdiction of the courts of the Republic of Singapore in relation to any dispute connected with these Terms.
- 10.4 For us to waive a right under these Terms, the waiver must be in writing.

- 10.5 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.5, 5, 6, 7, 10.1, and 10.2 continue in force.
- 10.6 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 10.7 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

Schedule - Purchase Terms

1 DELIVERY, RISK AND TITLE

1.1 Orders:

- a All Product orders are subject to acceptance by Gray and to Product availability.
- b The Customer cannot cancel an order once submitted to the Website.
- c Prices and Product availability are subject to change without notice.
- d The Customer must be legally able to enter into a binding legal agreement (typically 18 years of age or older, depending on where the Customer lives) in order to purchase Products.
- e The Products are intended for private and domestic use only. Gray is not liable for any loss or damage suffered arising from commercial use of the Products.

1.2 Delivery: Gray agrees to use reasonable efforts to deliver the Products to the Customer in accordance with the Delivery times on the Website.

1.3 Delay: While Gray will use reasonable efforts to deliver the Products on or before the estimated Delivery date (if any) set out on the Website:

- a it will not be liable for any loss, liability or damage resulting from any delay; and
- b the Customer will not be relieved of any obligation to accept or pay for the Products by reason of any delay.

1.4 Title: Title to Products passes to the Customer on the later of:

- a Delivery; and
- b receipt in full by Gray of payment for those Products.

1.5 Risk:

- a Risk in the Products passes to the Customer on delivery to the Customer's premises.
- b Risk in any Products rejected by the Customer (acting reasonably) passes back to Gray when the Products have been returned to Gray and Gray has accepted delivery.

1.6 Failure to accept delivery: Where the Customer fails to accept Delivery, the Customer must, in addition to any other remedies Gray may have under these Terms or at law, indemnify Gray against all loss, damage, liability, and costs (including costs of storage), suffered or incurred (or reasonably charged) by Gray as a direct or indirect result of that failure.

1.7 Disposal to offset costs: Where the Customer fails to pay any amount payable under clause 1.6 within 30 days of notice from Gray, Gray may, in addition to any other remedies it may have

under these Terms or at law, sell, use, dismantle or dispose of any Products to offset the amount payable.

- 1.8 **No export:** The Customer must not export the Products from the country to which Gray delivers the Products whether directly or indirectly.

2 RESERVATION OF TITLE

- 2.1 **Care:** Until title in Products passes to the Customer, the Customer must:

- a use all reasonable efforts to protect Gray's rights in the Products, including making it clear to others that Gray (and not the Customer) owns the Products;
- b not allow the Products to become subject to any other security, encumbrance or lien of any kind;
- c not change her or his name without first informing Gray; and
- d not allow the Products to be used or installed in a way that results in it becoming a fixture to any land, including real property.

- 2.2 **Repossession:** If the Customer is in breach of these Terms (including failing to pay any payment when due), Gray may, in addition to any other remedies it may have under these Terms or at law, enter into any premises of the Customer at any reasonable time to repossess any Products in which Gray retains title.

3 WARRANTIES

- 3.1 **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under these Terms which, when signed, will constitute binding obligations on the warranting party.
- 3.2 **Products:** The Customer acknowledges and agrees that the manufacturer's warranty set out in the Warranty Terms is the sole warranty given by any person for the Products. Gray gives no other warranties, conditions or guarantees.
- 3.3 **Breach of warranty:** If the Products do not meet any warranty under clause 3.2, Gray will (at its option and cost):
- use reasonable endeavours to procure the manufacturer to repair or resupply the Products so that they meet or satisfy that warranty; or
 - subject to the Customer returning the Products to Gray in the same condition, refund the price paid for the Products.

Gray's obligation under clause 3.3 is the Customer's sole remedy against Gray for breach of warranty.

3.4 **Exclusions:** To the maximum extent permitted by law, Gray's conditions, guarantees and warranties are limited to the warranties stated in clauses 3.1 and 3.2. Any other condition, guarantee, or warranty including any condition, warranty or guarantee implied by applicable statute is excluded to the maximum extent permitted by law. Nothing in these Terms affects the Customer's rights under applicable consumer protection legislation that cannot be excluded or contracted out of by law.

4 PRICE AND PAYMENT

4.1 **Price and Expenses:** The Customer must pay:

- a the Price for the Products; and
- b for Expenses incurred in the supply of the Products.

4.2 **Invoicing and payment:**

- a If the Customer resides in Singapore Gray will provide the Customer with valid Sales Tax invoices for Singapore GST for the amounts payable under clause 4.1.
- b Unless agreed otherwise, the Prices exclude Sales Tax, which the Customer must pay on taxable supplies under these Terms.
- c The Customer must pay Gray's invoice:
 - on the Purchase Date; and
 - electronically in cleared funds without any set off or deduction.

4.3 **Taxes:** The Customer must pay all taxes, duties and levies, including Sales Tax. The Customer is solely responsible to consult the applicable national, state and local tax laws to determine what the Customer needs to do and pay to comply with tax laws and regulations in its area and pay the outstanding taxes and duties if applicable according to applicable tax laws.

4.4 **Exchanges:** Product exchanges may be available. The Customer agrees that the Warranty Terms and Exchange Policy forms part of these Terms.