



Terms and Conditions of Use

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By accessing and or using any part of the website, you shall be deemed to have accepted to be legally bound by the following terms and conditions of use.

If you do not agree with any of the said terms and conditions, we advise immediate discontinuation of your access to and use of the website.

1. Proprietary rights

The contents and materials contained in the website including but not limited to the information, text, graphics, designs, sounds, trade marks, trade names, logos and software programmes are protected by copyright, trademark and other forms of intellectual property and proprietary rights to which we shall have all rights, interests and title.

No permission and or licence to use any of the said intellectual property and proprietary rights shall be deemed to have been granted by the Pioneer group of companies.

Access to and or use of the website shall be for electronic procurement purposes only and you shall not copy, distribute, reproduce, modify, publish and or otherwise deal with any part of the same in any manner howsoever without our prior consent in writing.

2. Licence to download

Notwithstanding clause 1 hereinabove, some contents and materials of the website shall be specifically expressed by us to be available for download by you and we hereby grant you a non-exclusive, limited and non-transferable licence to download the said contents and materials for electronic procurement use only, subject to your sole responsibility for the set-up, configuration and compatibility of your hardware, equipment and software for

access to and or use of the website.

3. Prohibited actions

You shall, without limiting the generality of the foregoing, be prohibited from any of the following actions while using the website :-

- a. sending, posting, promoting and or transmitting on any part of the website any material / message which is unlawful, harassing, libellous, defamatory, disruptive, immoral, abusive, threatening, harmful, hateful, vulgar, obscene, racially or religiously or ethnically offensive or otherwise as determined by us in our absolute discretion to be objectionable;
- b. sending, posting, promoting and or transmitting on any part of the website any material / message which :-
 - i. promotes cruelty and or violence of any nature against any person;
 - ii. depicts explicit sexual activity by any person (whether under-aged or otherwise) or any person in a sexually provocative or offensive manner;
 - iii. incites and or endorses racial, religious and or ethnic hatred, strife and or intolerance; and
 - iv. violates the rights of any person or which constitutes a criminal offence under local or international laws;
- c. uploading and or reproducing any information which shall be in breach of the intellectual property rights of third parties;
- d. uploading files which contain viruses or other disruptive programmes;
- e. creating and or partaking in circumstances whereby other users may be affected in their access to and or use of the website;
- f. conducting and or furthering activities which shall be unlawful and or immoral (such as lotteries or prostitution) and or which shall otherwise be determined by us in our

absolute discretion to be inappropriate to be conducted and or furthered in the website; and

- g. modifying the contents and materials contained in the website and or the use of the same which shall amount to a breach of our intellectual properties and or those of third parties.

We reserve the right to delete / remove an objectionable material / message from the website without any liability to you howsoever.

4. Parts / products and services

- a. the features and specifications of parts / products made available on the website shall be subject to change at any time without notice;
- b. measurements and colours as seen on the website shall be estimates only;
- c. orders for parts / products and or services shall be valid and binding and constitute a legal contract between you and us only where accepted by us in writing and shall be subject to separate terms and conditions;
- d. the processing of orders for the purchase of parts / products and services and their deliveries shall be subject to separate terms and conditions; and
- e. we shall not be liable in any manner howsoever for the non-receipt of any order made by you.

5. Representations and warranties

- a. we make no guarantee, representation and or warranty, expressly and or implied, that the parts / products and services made available on the website including the downloadable contents are of good title, correspond with description, merchantable, of satisfactory fitness or quality for any general or particular purpose.
We shall not be under any liability to provide any technical assistance and or support and or backup facility.
All technical enquiries shall be directed to ECnet Limited through its helpdesk;
- b. we make no guarantee, representation and or warranty,

expressly and or implied, in relation to the website, its operation and its contents and materials contained and or referred to in any part of the same.

The website and its contents and materials are provided on an “as-is” and “as available” basis.

We make no guarantee, representation and or warranty, expressly and or implied, in respect of any accuracy, quality, reliability, completeness, timeliness, merchantability, fitness for a general and particular purpose, non-infringement and title;

- c. we make no guarantee, representation and or warranty, expressly and or implied, that the contents and materials available through the website or functions associated therewith shall be uninterrupted or error-free or that defects shall be rectified or that the website and the server is and shall be free from all viruses and or other harmful elements;
- d. we shall not be liable howsoever for any damage and or loss arising directly, indirectly or otherwise (including special, incidental or consequential damage and or loss) from your use of the website, including but not limited to any damage and or loss incurred as a result of defect, error, imperfection, mistake, inaccuracy in the website and reliance on its contents and materials or due to the unavailability of any part of the website; and
- e. notwithstanding any of the above, all other guarantees, representations and warranties are hereby expressly excluded.

6. Indemnities

You shall hold us indemnified at all times against all actions, claims, expenses (including legal costs on a full indemnity basis), liabilities, damages and losses howsoever arising, including but not limited to claims made by third parties, claims for the infringement of intellectual property rights, unauthorised or illegal access to computers, and other pecuniary losses which we may incur as a result of your access to and or use of the website.

7. Privacy statement

You agree to be bound by the terms and conditions of our Privacy Statement.

8. Hyperlinks

The website may contain hyperlinks to websites which are not maintained by us and or under our control.

We are not responsible for the contents of these websites and shall not be liable for damages and or loss arising from access to and or use of the same.

Use of the hyperlinks to access these websites shall be entirely at your own risks.

We shall in no circumstance be considered to be associated or affiliated in whatever manner with the trade or service marks, logos, insignia and or other devices used or appearing on websites to which the website is linked.

9. Suspension and termination

We may suspend or terminate your access to and or use of the website at any time without notice and without liability for any reason which we shall in our absolute discretion deem just and fit.

10. Right to variation and modification

We reserve the right to vary the terms and conditions of use from time to time.

We further reserve the right to modify the contents and materials contained in the website, including but not limited to revisions, amendments, alteration of prices, withdrawals and discontinuation of any product and or service at any time and at our absolute discretion.

Your continued access to and or use of the website after the said variation and modification shall be deemed to constitute an affirmative acknowledgment by you of the said variation and modification and agreement to abide by the same.

11. Governing Law

The terms and conditions of use shall be governed by the laws of the Republic of Singapore.