

# Terms of service

## **1. General**

1.1 This set of Terms and Conditions will help you understand how Shin Mart by Sinhua Hock Kee Trading (S) Pte Ltd operates and ensures that we serve you fairly and properly.

1.2 These Terms and Conditions apply to any orders and purchases made on Shin Mart. By accessing the Platform and/or using the Services, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access and/or use this Platform or the Services.

1.3 We reserve the right to amend/update this Terms and Conditions at its sole discretion without notice to the Customer.

## **2. Information About Us**

Shinmart.com.sg is a site operated by SinHua Hock Kee Trading (S) Pte Ltd. We are registered in Singapore under the Business Registration Number 198905109K and with our registered office at 463 Tagore Industrial Avenue Teli Building Singapore 787832. Our GST Registration Number is M2-0089943-1. Email address as sales@shhks.com.

## **3. Service Availability**

Our site is only intended for use by people residing, businesses, and companies in Singapore (the Serviced Country). We do not accept orders from individuals outside of the Serviced Country.

## **4. Your Status**

By placing an order through our site or on the telephone, you warrant that:

- You are legally capable of entering into binding contracts;
- You are a resident in the Serviced Country.

## **5. How the Contract is formed between You and Us**

5.1 All the products sold by Sinhua Hock Kee Trading (S) Pte Ltd through Shin Mart's website are sold subject to these Terms & Conditions. By submitting your order, you confirm and affirm that you have read, understood and agree to the Terms and Conditions in the form in which they appear at the same time your order is processing.

5.2 After placing an online order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All on-line orders are subjected to acceptance by us. The contract between us ("the Contract") will only be formed when we deliver the items to you.

5.3 Subjected to actual stock availability, item ordered may be replaced with alternatives subjected to a verbal or written confirmation with you. For items that cannot be replaced, we will contact you to give you the option to cancel. If payment has been made, you will be refunded of the amount paid.

5.4 All orders placed online will be fulfilled within agreed time frame unless otherwise advised. Business days exclude Saturday, Sunday and Public Holidays.

5.5 You are obliged to make payment in full by the payment option provided when you check out your orders.

5.6 Each batch of goods may differ due to manufacturing constraints. In the event that you are not satisfied with any products, do contact us within 3 days after delivery to arrange for an exchange. The returned product must be unused in the Original condition and it must not be pre-ordered product.

## **6. Our Status**

We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that the products you purchase from companies to whose website we have provided a link will be of satisfactory quality

## **7. Price, Payment, and Product Information**

7.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

7.2 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our website, we might at our discretion decide to honour the lower (incorrect) price or either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.3 We are under no obligation to provide the Product to you at the incorrect (lower) price even after we have provided you with an email confirmation.

7.4 We reserve the rights to change the prices and product information without notice.

7.5 We accept PAYNOW and all major debit / credit cards (VISA card, Mastercard).

7.6 We may change the payment methods and such changes may be notified by emails, or through an announcement on our site.

## **8. Promotion Code**

8.1 We reserve the rights to discontinue, modify, or cancel at any time without notice.

8.2 Promotion Codes are not transferable and cannot be redeemed for cash.

8.3 Some Products are excluded from Promotion Codes.

8.4 Promotion Code cannot be used with orders placed previously.

8.5 In the event of different special offers or promotions being made available to you, you may select one offer or promotion per Order but shall not be entitled to a combination of offers or promotions per Order.

8.6 If you request a variation to the order, the price payable for the order will be adjusted accordingly to reflect the variation and shall be recorded on the final bill presented to you.

## **9. Our Returns / Refunds Policy**

9.1 When you return a Product to us (for instance, because you have cancelled the Contract between us, or have notified us that you do not agree to any change in these Terms and Conditions or in any of our Policies, or because you claim that the Product is defective, or you are not satisfied with the Product), we will examine the returned Product. Provided we are satisfied with the condition of the Product following our examination, we will either replace the item (if returned owing to a defect) or provide you with a refund after deduction of cancellation fee in the form of Shin Mart's promo code with the exact value to be refunded, to be used at Shin Mart's website for your next purchase. In the event of money being refund, we will refund any money using the same method originally used to pay.

9.2 Subject to clause 9.1 above, products returned by you because of a defect or within the three-day cooling-off period will be refunded after deduction of cancellation fee amount to the delivery fee charged by appointed delivery company.

9.3 A claim by you that the quantity of the Products delivered falls short of the quantity ordered shall be notified to us within 1 day from the date of delivery. If you do not notify us accordingly, we shall have no liability in respect of such shortfall and you shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

9.4 The cost of return transportation for cancellation of orders is at your expense.

## **10. Cancellation Policy**

10.1 Confirmed orders cannot be cancelled. If the orders are not delivered and returned to Shin Mart, a cancellation fee amount to the delivery fee (min. \$10) will be imposed during refund.

10.2 Subject to your prior approval, we may substitute a Product in your order with a similar Product if the original Product is unavailable. Otherwise no substitution shall be arranged and the order will be on hold until all products in the order are available for delivery.

## **11. Delivery and Order Amendment**

11.1 We will only deliver Products within Singapore to the delivery address specified in your order, but we shall not be liable for any delays in its delivery services, if the delay has been due to causes beyond our control.

11.2 When the order has been processed, the customer is to notify of any changes to the delivery address and contact number immediately.

11.3 In the event that we have been notified to leave the order at your doorstep, we will not be liable for any damages, theft, or other form of losses.

11.4 Delivery service will be available only on Tuesday to Saturdays, excluding Monday, Sundays and Public Holidays.

11.5 No delivery will be made to restricted areas e.g. Changi Airport (Transit & Departure Area). Cargo Complex, Alps Avenue, PSA Terminal, Army Camps (CMPB, Gombak Base, Airbase, Naval Base, Police HQ, Prison Complex, Police Coast Guard Base, Woodlands & Tuas Checkpoints, Jurong Island).

11.6 We do not deliver to off island areas e.g. Pulau Ubin, Pulau Tekong, Southern Island, Lazarus Island and overseas deliveries.

### **Delivery Time**

#### **Orders Received**

Before 7.00AM

After 7.00AM

#### **Earliest Delivery Day**

Next working day

In 3 working days

### **Delivery Charges**

#### **Orders Received**

#### **Delivery Charges**

For orders above \$40.00

Free Delivery

For orders below \$40.00

\$10

## **12. Our Liability and Warranty**

12.1 Our liability in connection with any Product purchased through our site is strictly limited to the purchase price of that Product.

12.2 We expressly exclude all warranties, descriptions, representations or advice rendered as to the fitness or suitability for any purpose, tolerance to any conditions, similarity to sample, merchant-ability or otherwise of the Product supplied to the fullest extent permitted by law.

12.3 No Agent or representative of Sinhua Hock Kee trading (S) Pte Ltd is authorised to make any warranty, representation or statements regarding the Product. We shall not in any way be bound by any unauthorised warranties, representations or statements.

12.4 We and the delivery company will not be held responsible for any damages or loss of Products after delivery.

12.5 The Product shall not be used in any manner and/or for any purpose for which they are unsuited for and you shall be responsible for using all necessary skill and care in handling and using the Product.

12.6 You expressly agree that we assume no obligation or liability for any advice or information given with the Products and we assume no responsibility for any inaccuracy or misstatement of any such information. The Products shall be accepted by you entirely at your discretion.

## **13. Notices**

13.1 All notices given by you to us must be given to SinHua Hock Kee Trading (S) Pte Ltd at 463 Tagore Industrial Avenue Teli Building Singapore 787832. We may give notice to you either via an e-mail or postal address that you provided to us when placing an order

## **14. Force Majeure Event**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks; or
- the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **15. Waiver**

15.1 If we fail, at any time during the term of a Contract, to insist upon the strict performance of any of your obligations under the Contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **16. Severability**

16.1 If any of these Terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **17. Entire Agreement**

17.1 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other and that nothing may be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

## **18. Our Right to Vary these Terms and Conditions**

18.1 We have the right to revise and amend these Terms and Conditions from time to time.

18.2 You will be subject to the Policies and Terms and Conditions in force at the time that you order Products from us, unless any change to those Policies or these Terms and Conditions is required to be made by law or



governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those Policies or these Terms and Conditions before we provide you with the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **19. Law and Jurisdiction**

19.1 Contracts for the purchase of Products through our site will be governed by the Law of Singapore. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the Courts of The Republic of Singapore.

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