

Digital Ideas Group Pte Ltd

Terms & Conditions

1. General

- a) Digital Ideas Group Pte Ltd, hereinafter referred to as ("the Company") quote for and accept all orders subject only to the terms and conditions herein contained. In the event of the customer's orders containing terms or conditions inconsistent with these terms the latter shall prevail. No employee of or any agent of the company has authority to accept any terms or conditions inconsistent with these terms.
- b) The Company's catalogue, prices lists, and other advertising matter shall not form part of any contact between the Company and the customer.
- c) The Company reserves the right to modify designs and specifications without prior notification.
- d) Whilst the Company may from time to time hold Client materials both written and graphic, no ownership of those materials is implied or intended by the Company. The Company cannot accept responsibility for materials held on behalf of Clients and in accepting materials from Clients the Company assume that those materials remain at the insurance risk of the Client.
- e) It is a policy of the Company that no design or development work can or will be carried out on any website due or intended for publication which carries or is intended to carry via links of any nature material of an obscene nature.

2. Warranties and Representations Excluded

- a) The customer shall have satisfied himself prior to taking delivery that the goods (which herein shall include all items of software and all accessories and any additions thereto) are of satisfactory quality in proper condition and fit for the purpose or purposes for which they are required provided that where the customer is a person dealing as consumer as defined by the Unfair Contract Terms Act nothing in this condition affects or will affect such a customer's rights hereunder as may not be excluded and that in no circumstances are the customer's rights under section 12 of the Sales of Goods Act affected by anything in this condition. Whilst every effort is made by the Company to provide the goods which are appropriate to the customer's needs the company gives no warranty in respect of the quality, state or fitness of the goods for the purpose for which the customer requires.
- b) No representation relating to the goods or otherwise other than those in writing shall be material to any contract and the Customer shall not seek to rescind or repudiate the contract or otherwise claim against the Company or a person acting as an agent on the Company's behalf.
- c) Subject to the Unfair Contract Terms Act no liability shall attach to the Company either in contract tort or delict for loss, injury or damage sustained by reason of any defect in the goods and the company shall not be liable to indemnify the customer in respect of any claim arising out of such loss, injury or damage. The Customer shall not be entitled to any rebate for any period during which the company may be liable to replace any defective goods.
- d) In any event the liability of the Company to the customer in any circumstances is limited to the contract price of the goods and the Company shall not have any liability for consequential loss.

3. Payment

- a) The Company retain copyright and ownership of any associated intellectual property contained within a Client's website until all charges relative to the construction of that Client's website have been paid in accordance with agreed fees.
- b) Upon agreement to commence works in writing 50% of the quoted purchase price is due and shall be paid when the customer places the order.
- c) Upon satisfactory completion of the agreed works, the customer will pay the remaining 50% of the agreed fees, and the addition of any or all-further fees incurred by agreement between the parties.
- d) The customer shall pay interest calculated on a daily basis at the rate of 2% per month, before and after any judgement or decree for payment, on all payments not paid on the due date until payment is made.

4. Delay

Although every effort will be made to fulfil delivery dates, the company accepts no liability arising from delay.

5. Ownership and Risk

Risk on goods passes on delivery. Title remains with the Company unless and until all monies due from the customer to the Company are paid in full and until such payment is made the Customer remains a bare bailee or depository of the goods. The Company reserves the right to recover and repossess goods and dispose of goods as it sees fit in the event of non payment.

6. Covenant of Employment

The customer shall not engage nor offer to engage directly or indirectly through any company, firm or organization other than the Company an employee of the Company whose services have at any time during the previous year been offered or supplied to the Client by the company except by payment to the Company of a sum equal to twenty-six weeks of the employee's pro-rata salary.

Digital Ideas Group Pte Ltd

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