

Ceres Vegetable

Terms & Conditions

Email: info@ceres.com.sg

Phone Number: +65 8953 5787

Address: Pasir Panjang Wholesale Centre, Blk 9, #01-372/373, S(110009)

Full name of representative :

Job title / role :

Billing Contact Name :

Billing Contact Number / Email :

Legal company name (as registered) :

UEN :

- I represent and warrant that I have full authority to bind the company to this agreement, and that the company agrees to be bound by these Terms & Conditions. (Please Tick)

1. Scope of Agreement

1.1 This Agreement governs the supply of fresh produce and related services between the Supplier and the Buyer, including order placement, billing, payment, delivery, and dispute resolution.

1.2. These Terms and Conditions apply to all quotations, offers and purchase orders made or accepted by us (Ceres) and to all products sold or otherwise supplied by us (Ceres) to a purchaser.

1.3. These terms and conditions can only be changed or cancelled with written agreement.

2. Billing & Payment Terms

2.1. All invoices and payment-related communication will be directed to the designated billing contact.

2.1.2. All credit terms shall be agreed upon in writing between the parties. Once agreed, such terms shall be binding, and the customer agrees to comply fully with all applicable credit conditions and requirements set forth therein.

2.2. The Buyer must promptly notify the Supplier in writing of any changes to these contact details. Failure to do so may result in miscommunication or delayed service, and prior contact details will be deemed valid.

2.3.1. **Billing Cycle:** Monthly

2.3.2. **Invoice Period:** Covers all deliveries made from the 1st to the last day of each calendar month.

2.3.3. **Payment Advice:** Issued by the Supplier between the 1st and 7th of the following month.

2.3.4. **Payment Due:** Within 30 days from the date of payment advice.

2.3.5. **Late Payments:** A 5% late fee will apply every 7 days starting from Day 31 until full payment is received.

2.3.6. Accounts overdue by more than 28 days may be referred to collections, and the Buyer shall bear any legal or recovery fees incurred.

2.4.1. **Billing Cycle:** Weekly

2.4.2. **Invoice Period:** Covers all deliveries made from the 1st to the last day of each calendar week.

2.4.3. **Payment Advice:** Issued by the Supplier between the 1st and 3rd day of the following week.

2.4.4. **Payment Due:** Within 7 days from the date of payment advice.

2.4.5. **Late Payments:** A 5% late fee shall be charged on a weekly basis (every 7 days), commencing from the payment advice due date, until full payment is made.

2.4.6. Accounts overdue by more than 7 days may be referred to collections, and the Buyer shall bear any legal or recovery fees incurred.

2.5.1. **Billing Cycle:** Biweekly

2.5.2. **Invoice Period:** Covers all deliveries made within each biweekly billing period.

2.5.3. **Payment Advice:** Issued by the Supplier between the 1st and 3rd day following the end of each biweekly period.

2.5.4. **Payment Due:** Within 14 days from the date of payment advice.

2.5.5. **Late Payments:** A 5% late fee shall be charged on a biweekly basis (every 14 days), commencing from the payment advice due date, until full payment is made.

2.5.6. Accounts overdue by more than 14 days may be referred to collections, and the Buyer shall bear any legal or recovery fees incurred.

2.6.1. **Billing Cycle:** Daily

2.6.2. **Invoice:** Covers all deliveries completed on the date specified in the invoice.

2.6.3. **Payment Advice:** The invoice issued by the Supplier also serves as the payment advice.

2.6.4. **Payment Due:** Within 7 days from the date of payment advice.

2.6.5. **Late Payments:** A 5% late fee shall be charged on a weekly basis (every 7 days), commencing from the payment advice due date, until full payment is made.

2.6.6. Accounts overdue by more than 7 days may be referred to collections, and the Buyer shall bear any legal or recovery fees incurred.

3. Order Process & Pricing

3.1. Buyers must register and provide accurate contact and delivery details.

3.2. Prices (in SGD, inclusive of GST) are based on weight or per-item rates and are subject to market fluctuations.

3.3. Final billing is based on actual weights at the time of dispatch.

3.4. Ceres reserves the right to adjust product prices at any time before the purchaser accepts them, without prior notice.

3.5. Ceres may, at its sole discretion, refuse, grant, or withdraw credit to the purchaser at any time and under any terms it deems appropriate.

4. Delivery Terms

4.1. The delivery times provided by Ceres are only estimates and are not binding. Ceres will not be held responsible for any costs or losses resulting from delivery delays caused by force majeure events or the purchaser's default, including failure to provide adequate delivery or other necessary supply instructions.

4.2. **Cut-off Time:** Orders for next-day delivery must be placed by 9 PM.

4.3. **Delivery Fees:** Free delivery for orders above \$50. A \$10 Delivery fee applies for orders under \$50.

4.4. While Ceres make every effort to meet preferred delivery times, delays caused by traffic, weather, or other external factors are beyond our control and Ceres are not liable for

such delays.

5. Substitutions & Out-of-Stock Items

5.1. Ceres may substitute unavailable items with similar products unless the Buyer opts out of substitutions.

5.2. Ceres will attempt to contact you for approval when appropriate.

5.3. If a substitution cannot be made, the unavailable item will be removed from your order or refunded. Ceres will not be held liable and reserves the right to modify your order at its sole discretion.

6. Returns & Refunds

6.1. Buyers must ensure proper storage of items upon delivery to maintain freshness.

6.2. For missing or damaged items:

6.2.1. Contact us via WhatsApp at **8953 5787** within **24 hours**, and include a photo of the affected item.

6.2.2. Refunds will be processed within **1–2 business days** to the original payment method.

6.2.3. Notify us **by 12:00 PM on the day of delivery** for same-day redelivery or exchange.

6.2.4. Requests made after 12:00 PM will be handled at our discretion and may be scheduled with your next order.

6.3. In the event of damaged or spoiled vegetables upon delivery, only the affected quantity will be eligible for replacement. We do not offer replacements or refunds for the full item unless the entire quantity is verified to be compromised.

7. Disputes

7.1. All deliveries are considered accepted unless a dispute is raised within **24 hours of delivery**.

8. Suspension of Supply

8.1. Ceres reserves the right to suspend further deliveries if payment is not received within the payment advice due date.

8.2. Ceres shall have the exclusive right to suspend or withhold deliveries at any time and for any reason deemed appropriate, without obligation to provide justification or compensation.

9. Customer Obligations

9.1. Provide accurate and up-to-date delivery and contact details.

9.2. Be available to receive deliveries or provide clear instructions for drop-off.

9.3. Store perishable items appropriately and consume within a reasonable timeframe.

10. Limitation of Liability

10.1. Ceres is not liable for any indirect or consequential losses.

10.2 Our total liability is limited to the value of the affected order.

11. Force Majeure

We shall not be held responsible for any delays or failures in performance caused by events beyond our control, such as natural disasters, strikes, pandemics, or accidents.

12. Governing Law & Dispute Resolution

This Agreement is governed by the laws of **Singapore**.

All disputes shall first be resolved through amicable negotiations. If unresolved, disputes may be submitted to **mediation** or the **Singapore courts**.

This is the entire agreement between us in relation to the subject matter herein and shall

not be modified except in writing, with prior consent from us.

By signing this agreement, the guarantor and the involved companies acknowledge that they have read, understood, and agreed to these terms.

13. Limitation of Liability

13.1. We are not liable for indirect or consequential losses.

13.2. Our maximum liability is limited to the total order value.

13.3. Disputes will first be addressed through amicable negotiations. If unresolved, they may be submitted to mediation or the Singapore courts.

14. Promotions and Discounts Policy

We reserve the right, at our sole discretion, to modify, suspend, or discontinue any discounts or promotional offers at any time without prior notice. We also reserve the right to refuse or withdraw any discount or promotion where we believe it has been applied in error, misused, or where eligibility requirements are not met.

15. Debt recovery and related losses

You and your company agree to compensate us for any Loss we incur, including debt recovery expenses, resulting from your failure to pay any amount due under these Terms.

16. Insurance

You and your company are responsible for arranging and covering all costs related to insuring any Goods you purchase.

17. Safety

We do not guarantee or represent that any food items you purchase are suitable for any specific purpose, including, without limitation, suitability for individuals who may be allergic. You acknowledge that you and your customers are solely responsible for ensuring that any food you purchase does not contain ingredients to which you or your customers may be allergic.

Name: Samuel Lim

Title: Director

Company: Ceres Vegetables

Signature

Date :

Name:

Title:

Company:

Signature

Date :

The undersigned represents and warrants that they are duly authorized to execute this agreement on behalf of the company.