

## TERMS OF USE

The following terms and conditions will apply to any purchase of products from Asiatic Agricultural Industries Pte Ltd (“Asiatic”, “we”, “our” or “us”) through [www.thermacell.com.sg](http://www.thermacell.com.sg) (“Site”).

**By placing any orders or purchasing any products through the Site, you are deemed to have agreed to be bound by these Terms of Use.** If you do not agree to any part of these Terms of Use, please do not place any orders or purchase any products through the Site. Any orders placed or products purchased through the Site will imply that you have accepted these Terms of Use.

Asiatic reserves the right, at any time, to revise or update these Terms of Use without your prior notice. These changes will take effect immediately upon posting. By placing any orders or purchasing any products through the Site following such changes, you will be deemed to have agreed to such changes.

### 1. Privacy Policy

Please review our Privacy Policy at [www.thermacell.com.sg/privacypolicy](http://www.thermacell.com.sg/privacypolicy) , which describes how Asiatic and its respective subsidiaries, affiliates, associated companies and jointly controlled entities, collect, use, process, protect and disclose your personal data through the use of the Site.

### 2. Placing an Order

2.1. To place an order through the Site, you are required to register an account with us. You shall be responsible for the security of your account information, including without limitation your username and password in relation to your account, and all activities and transactions under your account.

2.2. By placing an order through the Site, you represent and warrant to us that:-

- (a) you are at least eighteen (18) years old and are legally capable of entering into binding contracts;
- (b) all information provided to us are true, accurate, correct, up-to-date, and not misleading;
- (c) you are purchasing our product/s for your personal use and not for business or commercial purposes.

2.3. All orders are subject to the availability of the products and our acceptance and confirmation. If we accept your order, we will confirm your order by sending you via email an order confirmation as soon as practicable.

2.4. If we are unable to fulfil your order, we will contact you to offer an alternative product or advise a full refund.

### 3. Cancellation of Order

3.1. You cannot cancel your order once we accept your order.

3.2. Notwithstanding that your order has been accepted and confirmed, we reserve the right to cancel your order or any part thereof at any time without giving you any reasons. We will inform you of any such cancellation via email and will refund you accordingly without interest.

3.3. All refunds will be credited without interest into the same credit card that was used for the Order. Please note that it takes approximately 21 days for a credit return to your card to be effective.

### 4. Pricing and Product Information

- 4.1. Prices shown are in Singapore Dollars and include goods and services tax where applicable. Prices may not include delivery charges. Prices are valid until amended or removed from the Site and are subject to change at any time.
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- 4.2. The Site may contain errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. If we discover an error in the price or payment of any products which you have ordered, we will inform you as soon as possible and give you the option of proceeding with your order at the correct price or cancelling it. If we are unable to contact you we will treat your order as cancelled and you will be refunded accordingly.

## **5. Payment**

- 5.1. All payments must be made in full prior to delivery, including any applicable delivery charges.
- 5.2. Payments must be made via our designated secure payment gateway facilities accessible via the Site and will be subject to any additional terms and conditions of these payment gateway providers.
- 5.3. To the extent permitted by law, we will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by you arising from any fraudulent or unauthorised use of your credit / debit card.

## **6. Delivery**

- 6.1. Deliveries will be made only in Singapore at eligible residential and office addresses within Singapore, except hotels and such other locations with restricted access. We reserve the right to decline any delivery to any address with restricted access or is inaccessible.

Please refer to our Shipping and Delivery Information at <https://thermacell.com.sg/shipping-information>.

- 6.2. We endeavour to deliver within the estimated delivery timeframe. We reserve the right to reschedule the time and/or date of delivery and will contact you to arrange an alternative delivery time and/or date.
- 6.3. You are responsible for ensuring that a recipient is present to receive the delivery. You may be charged redelivery fee at the prevailing rate for each additional delivery trip.
- 6.4. We will not be liable to you for failure to deliver due to causes beyond our control. We may at our discretion use a third party delivery contractor to make deliveries.

## **7. Limited Warranty, Returns, Exchanges and Refunds**

- 7.1. All Thermacell® products (other than cartridges and repellent mats) purchased directly from the Site will have a limited 1-year local warranty against any manufacturing defect. We will do a 1-for-1 replacement for any malfunctioning portable, lantern, torch or accessory purchased directly from the Site while it is still under warranty. The defective product and the original receipt issued by us thereof must be produced for the replacement of such product under warranty.

Please refer to our Returns and Warranty Information at <https://thermacell.com.sg/returns>.

- 7.2. Save for the aforesaid warranty, we do not provide warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with the products sold on the Site, subject to the applicable law.
- 7.3. Subject to the applicable law, we reserve the right to repair the defective product or to refund without interest the purchase price paid for the defective product in lieu of an exchange of such product at our sole discretion.

- 7.4. We will not bear any charges incurred by you during the process of return, exchange or refund of any product.

## **8. No Warranty**

- 8.1. All content included in or made available through the Site, including but not limited to information, communications, software, graphics, images, videos and sounds (the "**Materials**") contained in the Site are provided on an "as is" and "as available" basis. We do not warrant the accuracy, correctness, timeliness, reliability, currentness, adequacy or completeness of any Materials and expressly disclaims all warranties of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, to the fullest extent permitted by law.
- 8.2. We do not warrant that any of the Materials or that the Site will be provided uninterrupted, secured or free from errors or that any identified faults will be corrected; further, no warranty is given that the Site and the Materials are free from any computer virus or other malicious, destructive or corrupting code/programme.
- 8.3. Any use of or reliance on Materials obtained through the Site is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or elsewhere.

## **9. Proprietary Rights**

### 9.1. Copyright

All Materials, including all copyright and any other proprietary rights, are property of Asiatic, its content providers and/or third party licensors. All rights are reserved. The Materials cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without our prior written permission. You also may not, without our permission, insert a hyperlink to the Site on any other website or "mirror" any Materials on any other server or website. Without prejudice to the foregoing, you agree that the Materials contained within or available through the Site may not be used for commercial purposes or distributed commercially.

### 9.2. Trade Marks

The trademarks, service marks, trade names and logos ("**Trade Marks**") used or appearing on the Site are property of Asiatic, its affiliates or third party licensors. Your access or use of the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trade Marks without our written permission. You may not, without our prior written consent, use any of such Trade Marks as a hyperlink to the Site or any other website.

### 9.3. Links from the Site to Other Sites

The Site may contain hyper-links to websites which are not produced or maintained by us. We make no representation and is not responsible for the content of those websites and shall not be liable for any damages or loss arising from access to those websites. Any content, services, representations made on such websites are solely the responsibility of the operator of those websites and we assume no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked websites are entirely at your own risk.

All hyper-links to other websites are provided as a convenience to you as a user of the Site. In no circumstances shall we be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the websites to which the Site is linked.

### 9.4. Links to the Site from Other Sites

In no circumstances shall we be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the websites that link to the Site.

We reserve the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other site reached by links to or from the Site.

## **10. Exclusion of Liability**

- 10.1. Subject to the applicable law, in no event shall we be liable to you or any person for any death, injury, direct, indirect, incidental, special, consequential, exemplary damages or other indirect damages or costs of any kind suffered or incurred by you of any kind, based upon a claim by a third party grounded in tort (including negligence), strict liability, breach of contract, breach of warranty or otherwise, as a result of or in connection with the use of the Site and/or the sale and purchase of products from the Site, even if we have been advised on the possibility of such damages.
- 10.2. For the avoidance of doubt, we shall in no event be liable for any death, injury, direct, indirect, incidental, special, consequential, exemplary damages or other indirect damages or costs of any kind suffered or incurred by you arising from or in connection with:
  - (a) any access, use or the inability to access or use the Site, or reliance on the Materials and/or any information contained in the Site;
  - (b) any unauthorized use of or access to your account;
  - (c) any mishandling and/or abuse of any product by you or other persons;
  - (d) use of any product by you or other persons in any manner, whether foreseeable or otherwise. You shall assume all risks associated with product usage and storage upon delivery;
  - (e) any delay in delivery or cancellation of your order;
  - (f) any refund, exchange or repair of any product;
  - (g) any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;
  - (h) any exercise of rights by us under these Terms of Use, our Privacy Policy and any other rights provided by law.
- 10.3. This exclusion clause shall take effect to the fullest extent permitted by Singapore law.
- 10.4. Without prejudice to the foregoing, our aggregate liability to you shall be limited to the purchase price of the relevant product paid by you.

## **11. General Terms**

- 11.1. These Terms of Use are governed by the laws of the Republic of Singapore and you agree to submit to the non-exclusive jurisdiction of the courts of Singapore.
- 11.2. No delay or failure by us to take any action or to enforce or exercise any of its rights in these Terms of Use will operate as a waiver of such rights by us, nor will such failure or delay in any way prejudice or affect our rights at any time thereafter to act strictly in accordance with our rights in these Terms of Use.
- 11.3. The illegality, invalidity or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 11.4. These Conditions and any rights, obligations and licenses granted therein may not be assigned or transferred by you, but may be assigned or transferred by us without restriction.
- 11.5. Save as aforesaid, a person who is not a party to these Terms of Use has no right to enforce any of these Terms of Use under the Contracts (Rights of Third Parties) Act (Cap 53B).

The last update to these Terms of Use was posted on 1 January 2021.