

WEBSITE TERMS AND CONDITIONS

Last Updated: 1 March 2017

Introduction

These Terms and Conditions apply to any orders and purchases made on the Straits Union website. Straits Union reserves the right to amend or update these Terms and Conditions at its sole discretion without notice to the customer.

Personal Data Protection Act 2012

1. In connection with the Personal Data Protection Act 2012 (PDPA), you agree that Straits Union Holdings Pte Ltd and its related or affiliated co-operatives and organisations (hereafter collectively referred to as "Straits Union", "we", "us" or "our") may collect, use, process, disclose, and/or transfer your personal data for the purposes of;

- a. administering and maintaining your account with us, including administering any benefits and entitlements;
- b. engaging third party service providers to perform certain aspects of the services offered by us;
- c. unless you notify us that you do not wish to receive such information, sending you information from time to time through e-mail and post about products and services, promotions and special offers, upcoming events and other information which may be of interest to you;
- d. customer profiling, market analysis and research purposes to improve our product and service offerings to you;
- e. responding to queries or feedback from you;
- f. enforcing these Terms and Conditions and our legal rights and remedies; and
- g. for such other purposes as permitted by applicable law or with your consent.

2. In compliance with the PDPA, we will not send marketing messages to Singapore telephone or facsimile numbers belonging to you unless you have given us clear and unambiguous consent to do so. If you have previously given us consent, we will continue to send you marketing messages until you advise us in writing that you wish to withdraw the consent.

Intellectual Property

You acknowledge that the Straits Union website contains information, data, software, photographs, graphics, typefaces, music, sounds and other material (collectively "content") that are protected by copyrights, trademarks, database and other intellectual property rights owned by us or our suppliers. You may not modify, reproduce, copy, or distribute any of the content on Straits Union website for commercial purposes without our prior consent.

Use of the Website

You may not use Straits Union website for any of the following purposes:

1. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
2. Transmitting material that encourages conduct that constitutes a criminal offence or results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
3. Gaining unauthorised access to other computer systems
4. Interfering with any other person's use of the website
5. Interfering or disrupting networks or web sites connected to the website

6. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of Straits Union.

Website Availability

Whilst all attempts will be made to ensure Straits Union website access is available all the time, occasionally the site may undergo repairs, maintenance or the introduction of new services. Straits Union website includes links to other websites or materials which are beyond its control.

Pricing and Product Information

Whilst every effort is made to fulfil orders in terms of price, details and size through the Straits Union website, we expressly reserve the right to vary the price and other details of the products without notice. As much as Straits Union tries to reflect the actual product size, details and price, we are not liable for situation when they differ from the actual product.

The prices advertised on Straits Union website are meant for delivery shopping only and these prices may from time to time vary from those found at Straits Union stores. In circumstances where some products size and packaging differ from the description found on Straits Union, we expressly reserve the right to provide the nearest size/packaging for the product at the nearest price.

In the event of any price differentials between the online order billing and the final bill whether arising from substitutions, daily price changes, out-of-stock products, special price, mislabelling or mispricing, Straits Union reserves the right to adjust the final bill after the online bill is presented/conveyed to the customer and such adjustment shall be final.

Straits Union has made every effort to display the colours of our products that appear on the website as accurately as possible. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

Straits Union shall not be liable to any customer/person for any loss, damage incurred or inconvenience suffered in the event Straits Union declines to fulfil an order for whatever reason including but not limited to an unforeseen circumstance (e.g. lack of availability, quantity or specification), as the case may be.

Product Unavailability

In situations of stock unavailability, Straits Union reserves the right to proceed with the order accordingly. Here at Straits Union, we work towards bringing you a wholesome online experience. If any item you have ordered is not in this confirmation, it is with much regret to inform you that it is unavailable. Special offers are valid while stocks last. Traders are not allowed. We reserve the right to reject, and/or limit quantities on any orders received.

Exchange, Return and Refunds

Should there be discrepancies in items received, kindly send us an email at enquiries@straitsunion.com.sg or call us at +65 6741 2235. All issues must be reported within two working days of receiving the products.

Refunds for product purchased under promotional offer will be based on the terms of the promotional price. Any special requests from customers for refunds and exchanges may require physical visit to office, after agreed and arranged between customers and Straits Union. Regrettably, gift items are non-exchangeable. This applies to hampers and all items purchased for a third party's consumption.

Discrepancies will be dealt in the following manner:

1. If any product proves to have been delivered in a damaged / defective condition or wrong items delivered, exchange of products / refund will be offset in the next order placed.
2. If additional/wrong or damaged products are delivered, Straits Union reserves rights to collect the products from customer.
3. If items are wrongly or short delivered by mistake, Straits Union reserves the rights to refund the difference or supply the correct / short delivered item upon customer's future order.
4. If item is damaged, Straits Union reserve the rights to request for photo evidence.

Delivery / Order Amendment

Straits Union will only deliver your order to the front door at the stated delivery address. In an event where Straits Union has been notified to leave your order on your doorstep, we shall not be liable for any consequential, indirect or special damages or loss of whatever descriptions.

If there are any changes in the delivery address / contact details made between submission of order and delivery date, customers are to update us at least 24 hours prior to delivery. Should delay of delivery date and time be required, the order will be subjected to a surcharge of S\$12 (exclusive of GST). Requests for a delay in delivery date and time for bulk orders will be subjected to a surcharge of S\$25 (exclusive of GST).

No amendment to an order is allowed once order is processed. To add items, kindly create a second order within 48 hours prior to delivery and inform us via email.

All amendments if agreed to surcharge or cancellation of deliveries must be confirmed via a reply through email.

Order Cancellation

The customer may cancel the order up to the point in time via email before Straits Union processes the order. After which, there would be a cancellation charge of S\$20 (exclusive of GST) imposed for each order cancelled.

No cancellation charges will be imposed if the customer provides us with the cancellation or amendment details at least three days prior to the agreed delivery timing (except for special bulk order arrangement).

Payment

Payment information is transmitted through a secure payment channel using our secured server.

Once payment mode has been selected and order has been submitted, any changes on payment mode is not possible.

If corporate cheques require more lead time to issue, customers are to choose appropriate delivery dates or inform Straits Union within sufficient time frame of processing the order. We reserve rights to delay order or charge redelivery of S\$12 (exclusive of GST) if the cheque is not ready upon delivery.

Straits Union reserves the right to change the mode or method of payment for products offered online at any time by announcement via its website, email blasts and any other means of public communications.

Links

Straits Union is not responsible for content of any other sites outside the Straits Union website. In addition, a link to another website does not mean that Straits Union endorses or accepts any responsibility for the content displayed on the other website.

Warranties

Straits Union expressly excludes all warranties, descriptions, representations or advice rendered as to the fitness or suitability for any purpose, tolerance to any conditions, similarity to sample, merchantability or otherwise of the product supplied to the fullest extent, permitted by law.

No agent or representative of Straits Union is authorised to make any warranty, representation or statements given as to the fitness or suitability for any purpose, tolerance to any condition, similarity to sample, merchantability or otherwise of the product supplied.

Limitation of Liabilities

Straits Union shall not be liable for any consequential, indirect or special damages or loss of whatever descriptions. To the extent that Straits Union is liable in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the product or any other breach of Straits Union obligations hereunder, such liability shall not in any event exceed an amount equivalent to the price of the products.

Both Straits Union and the delivery company will not be held responsible for any damages or loss of products after delivery. The customer shall not use the product in any manner and/or for any purpose for which they are unsuited for and shall be responsible for using all necessary skill and care in handling and using the product.

The customer expressly agrees that Straits Union assumes no obligation or liability for any advice or information given with the products and Straits Union assumes no responsibility for any inaccuracy or misstatement of any such information. The customer assumes all risks connected with the use and storage of the Product.

The customer unreservedly acknowledges and agrees that he/she assumes all risk in connection with the use of this site. Straits Union shall not be liable for any direct, indirect, consequential or punitive damage or loss of profits or loss of revenue however arising from the use of, access to the site.

Without limitation to the foregoing:

This site and all information contained herein is provided on a "as is" without any implied or express warranty including of any implied warranty as to title, quality, merchantability, fitness for purpose, or non-infringement.

Before acting on the information found on Straits Union website, you may wish to confirm the facts that are important to your decision making. Product information on our website may be different from information on the products for a variety of reasons including such things as manufacturers' updates and changes.

Straits Union reserves the right to change or update information on any product on Straits Union website at any time without prior notice.

To the fullest extent permitted by law, Straits Union shall not be liable for any error or omission in the content of the site including any damage or injury arising out of or in connection with any access or use of the site whether such damage/injury is caused by failure of performance, error, omission, defect, delay in operation, computer virus, theft etc.

Colours

Straits Union take great care to accurately display the colours of our products that appear on its website. However, we cannot guarantee that your monitor's display of any colour will be as accurate as the actual product colour.

Third Party Sites

There may be occasions when materials on or of third parties are provided on Straits Union website. Straits Union is not responsible for the content and activities of any third party site linked from and beyond Straits Union site. Your visit or use of any third party site linked from Straits Union is entirely at your own risk.

Promotional Codes

Promotional codes are valid for a limited or specified period only and Straits Union reserves the right to modify, cancel or discontinue them at any time on the Straits Union website, without any notice.

Promotional codes are not transferable and not redeemable for cash. Each promotional code has its own qualifying terms. It is void where prohibited by law. All offers are subject to availability and while stocks last.

Straits Union shall not be liable to any customer for any financial loss arising out of the refusal, cancellation or withdrawal of any order for any reason.

Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with the applicable laws of Singapore. Both the customer and Straits Union irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Singapore.

Termination

If you violate any of these Terms and Conditions, your permission to use the website may be suspended or revoked, and we reserve the right to suspend or terminate your access to, and use of, the website at any time.

Miscellaneous

Straits Union cannot be held responsible for any inaccuracy or omission. Straits Union will attempt its best to fulfil orders placed by shoppers. If an ordered product is not available, Straits Union reserves the right not to replace it with a similar item of equivalent value.

Customers are strongly advised to check the item purchased at the time of acceptance to avoid any possible dispute. All products leaving our distribution centre have been checked for quality and accurate quantity. However, we will replace any defective products that do not meet our customers' expectation.