

## Terms of Service (“Terms”)

Last updated: 21 January 2019

Please read these Terms of Service (“Terms, “Terms of Service”) carefully before using the <http://www.imradiance.sg> website (the “Service”) operated by, and the direct sale of products to customers in Singapore or persons (“Customer”) accepting delivery by Herb&Fashion Pte Ltd (“us”, “we”, or “our”).

By using this web site and/or accepting delivery of products ordered from Herb&Fashion Pte Ltd via this website, Customer agrees to be bound by and accepts these terms and conditions. These terms and conditions shall apply to any sale directly from Herb&Fashion Pte Ltd to Customer. Products described on this web site are only available to residents of Singapore when ordered through this website ad Internet Service Provider (ISP) within Singapore and for shipment to an address within Singapore.

Herb&Fashion Pte Ltd reserves the right to change these terms and conditions without prior written notice at any time, at its sole discretion; the most current version will always be posted on this site and will govern current purchases. These terms and conditions may not be supplemented, modified or altered by the use of any other documents(s). Any attempt to alter, supplement, modify or amend these terms and conditions will be null and void unless agreed to in writing by Herb&Fashion Pte Ltd.

### Internal Use

Customer agrees and represents that it is buying products from us for its own internal use and not for resale. Herb&Fashion Pte Ltd is not responsible nor has liability for any change in configuration, Customer may decide to mix, repackaging, or use in concert with products in order to fit a particular purpose or use. Customer shall be responsible for any costs associated with changes. Herb&Fashion Pte Ltd is not responsible for modifications that do not meet Customer expectations.

### Payment Terms and Orders

Payment methods accepted by Herb&Fashion Pte Ltd ae shown in the shopping cart on this site. Payment by PayPal shall be subjected to authorization from PayPal and such authorization must be received by Herb&Fashion Pte Ltd prior to order acceptance, unless some other pre-arranged method of payment has been accepted by Herb&Fashion Pte Ltd.

Orders are not binding on Herb&Fashion Pte Ltd unless accepted by Herb&Fashion Pte Ltd. Acceptance of an order occurs when product ships. Acknowledgement of receipt of an order does not constitute acceptance of the order by us. Product ordered may become unavailable due to product or raw material shortages, discontinuance of product, or other reasons. In such event, Herb&Fashion Pte Ltd will promptly notify Customer via email, if provided, or telephone.

### Prices, Shipping and Handling Charges, and Taxes

Prices and configurations shown on product pages, customization pages, in the shopping cart, or other locations on the website are subject to change without prior notice at any time before

acceptance of Customer's order. Herb&Fashion Pte Ltd is not liable for typographical errors or omissions and mistakes on prices posted on this website.

Prices shown for all products and free gifts do not include charges for shipping and handling. Customer is solely responsible for applicable shipping and handling charges.

All products' prices listed in this website include tax within Singapore.

#### **Title**

Title and risk of loss shall pass to Customer upon shipment from Herb&Fashion Pte Ltd's facility.

#### **Limitation of Liability**

For any breach of these terms and conditions, Herb&Fashion Pte Ltd's maximum liability shall not exceed the total price paid by customer for the products ordered by Customer.

In no event shall Herb&Fashion Pte Ltd, its suppliers and service providers be liable to Customer or any third party for any special, indirect, consequential (including damages for loss of business, lost profits, or the like), whether based on breach of contract, breach of warranty, tort (including negligence and product liability) or otherwise, even if advised of the possibility of such damages, or for any claim by a third party.

#### **Shipment and Availability**

Herb&Fashion Pte Ltd can only deliver to Customer addresses in Singapore.

Any delivery or shipment date provided is a good faith estimate. Customer acknowledges that product availability may be limited, and particular products may not be available for immediate delivery. Herb&Fashion Pte Ltd will not be liable for any loss, damage or expense related to any delay in shipment or delivery.

#### **Return Policies**

If Customer wishes to return a product, Customer may do so in compliance with Herb&Fashion Pte Ltd customer service with standard return policies and procedures set forth in these terms of sale.

The product must be returned between 3 working days upon receiving the goods from Herb&Fashion Pte Ltd and signing off of the acceptance of delivery. Herb&Fashion Pte Ltd will not accept returns that are of aesthetical damage such as scratches or dents to the exterior surface of the product or the packaging. Herb&Fashion Pte Ltd will only accept products that have manufacturing faults, such as unsealed packaging. Herb&Fashion Pte Ltd will not bear the charges incurred for shipping or transportation for return of goods.

#### **No Assignment**

Customer may not assign its rights or obligations under these terms and conditions without the express written consent of Herb&Fashion Pte Ltd.

#### **Severability**

If any of these terms and conditions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not in any way be affected or impaired thereby.

### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Herb&Fashion Pte Ltd.

Herb&Fashion Pte Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Herb&Fashion Pte Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such, content goods or services available on or through any such web sites or services.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### **Entire Agreement**

These terms of sale constitute the entire and sole agreement between Herb&Fashion Pte Ltd and Customer and supersedes all prior agreements, representations and understandings with respect to the subject matter of these terms.

### **Contact Us**

If you have any questions about these Terms, please contact us.