

## QUOTATION & AGREEMENT



**Client Coy:** Ministry of Education  
**Client:** Ms Ong Wan Ying  
**Mobile:**  
**Email:** ONG\_Wan\_Ying@moe.gov.sg  
**Address:** 21 Evan Road Singapore Singapore 259366  
**Phone:**  
**Venue:** 1 North Buona Vista Drive Singapore Singapore 138675  
**Quote Ref:** NYIQT-0000006791  
**Type:** Events Rental (NAS Green)  
**Quote On:** 11/09/2024  
**Valid Till:** 25/09/2024

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## MOE Event

Rental of 40 sets of 5ft Round tables.

<b>Setup</b>	01/11/2024 06:30 to 01/11/2024 09:00	<b>Takedown</b>	01/11/2024 17:30 to 01/11/2024 19:00
<b>Use</b>	01/11/2024 10:00 to 01/11/2024 17:30	<b>Chargeable Days</b>	1.0

Item	Type	Quantity	Price Per Unit	Price Per Unit x Rental Period Rate	Surcharge	Total
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### Table

Table Round 5ft full Length Cloth Top White 120"	Rental	40	17.00	17.00	0.00	680.00
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**Total for Table: \$680.00**

### Setup by 9am

Overtime surcharges	Service	1 x 1 Day	350.00	350.00		350.00
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**Total for Setup by 9am: \$350.00**

### Teardown after 5pm

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Item	Type	Quantity	Price Per Unit	Price Per Unit x Rental Period Rate	Surcharge	Total
Overtime surcharges	Service	1 x 1 Day	250.00	250.00		250.00
<b>Total for Teardown after 5pm:</b>						<b>\$250.00</b>

Rental charges	\$680.00	Charge total	\$1,280.00
Sale charges	\$0.00	GST @ 9% total	\$115.20
Service charges	\$600.00	Charge with GST total (SGD)	\$1,395.20

### Notes

Rental of 40 sets of 5ft Round tables.

Thank you for choosing Nanyang Inc!

Interim T&C Measures for Covid-19

- All cleaning and disinfection of logistics rented or deployed during the entire period or deployment of rental are the responsibility to be carried out by the client

I, the undersigned accept the payment terms, terms and conditions of rental	
Signed	Name
Date:	

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## PAYMENT, TERMS & CONDITIONS

### PAYMENT TERMS

1. Time for payment is of the essence of this contract.
2. All charges or prices quoted shall be exclusive of GST, which shall be applied at the appropriate rate.
3. Reserving marquees/tentages, equipment and other relevant items: Quotes and proposals do not guarantee availability of marquees/tentages and/or rental equipment. Marquees/Tentages, equipment and other items will be reserved only upon receipt of: (a) a signed rental contract; and (b) 50% NON-REFUNDABLE COMMITMENT FEE (digital or electronic transfer) upon confirmation. Full rental price will be incurred and charged for any cancellation less than 10 days from event.
4. FINAL PAYMENT (50% of total price) shall be paid and received by Nanyang Inc. Pte. Ltd. ("NYI") no later than 3 calendar days by 6.00pm before the initial setup date.
5. In the event the CONFIRMATION date is equal to or less than 10 days away from the INITIAL SETUP DATE, FULL PAYMENT shall be paid and received by NYI no later than 3 calendar days by 6.00pm before the initial setup date.
6. The Client will not be entitled to any further deductions, set-offs, discounts, or rebates.
7. Late Payment Interest will be charged at 2.0% per 30 days on all sums overdue for payment whether before or after any judgment.
8. The Client acknowledges that damages will be an inadequate remedy in the event of breach of these payment terms. If payment is not made in full and/or remains outstanding for more than 3 days, Nanyang Inc. Pte. Ltd. ("NYI") is entitled in its absolute discretion and without prejudice its legal rights and remedies to suspend or terminate performance and withdraw from the Client's premises or work site all marquees/tentages, equipment and other relevant items and assets belonging to NYI, for the purpose of preventing or mitigating losses. All associated costs arising from the above and outstanding sums are fully and immediately payable by the Client, despite any other provision to the contrary.

### Example:

Payment Phase: Non-Refundable Commitment Fee  
Payment Received Date: 15th August 2024 (Thursday)  
Amount: \$15,000.00

Payment Phase: Final Payment  
Payment Received Date: 17th September 2024\* (Tuesday, 6.00pm)  
Amount: \$15,000.00

TOTAL \$30,000.00

\*Assuming the Initial Setup Date is 20th September 2024, Friday.

### TERMS & CONDITIONS

1. Additional transportation charges of up to but is not limited to \$250.00 per trip shall be levied for any call to the Client's premises after the handover of the project.
2. Additional transportation charges of up to but is not limited to \$250.00 per trip shall be levied for any order below \$300 before GST.
3. Additional transportation charges of up to but is not limited to \$350.00 per trip shall be levied for any order to be delivered to Sentosa, Tuas, Jurong Island and other offshore location.
4. Additional charges of up to but is not limited to \$400.00/hour shall be levied for any works related to setting-up & dismantling after or before office hours (9am - 6pm).
5. Additional manpower levy of up to but not limited to \$400.00 will be charged if equipment and other logistics need to be carried manually to places inaccessible by industrial trolley, carrier, and/or passenger/cargo lift.
6. It is the sole responsibility of Client to obtain all the necessary permits/license-to-operate/authorisation from the relevant authorities and government bodies prior to the installation date. Failure to have all the necessary permits/license-to-operate/authorisation in place and thus causing any delay to the agreed schedule, Client shall bear all the additional charges incurred and indemnify Nanyang Inc. Pte. Ltd. ("NYI") accordingly in full.
7. The Client shall be liable to pay to NYI, on demand, all reasonable costs, charges or losses sustained or incurred by NYI (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this contract including payment on time, subject to NYI confirming such costs, charges and losses to the Client in writing.
8. The Client undertakes to compensate NYI for any lost, stolen, soiled or damaged items at a rate solely determined by the prevailing replacement costs of those lost, stolen, soiled or damaged items.
9. Installation of a tent must be done correctly and professionally for the protection of the users, the marquees/tents themselves, and ultimately the success of the Client's event/project. Therefore, all set-up and dismantling for rental of NYI marquees/tents shall only be performed by NYI assigned staff. All prices quoted will include these services.
10. Damages & Damage Waiver. NYI shall use reasonable efforts to protect the Client's property during the delivery, set-up and removal process. In view of the inherent hazard and risks of the nature of the trade, the Client acknowledges and agrees to indemnify NYI for any liabilities for any damages to any property directly or indirectly due to delivery, set-up and removal of equipment/logistics on the Client's property. This includes but is not limited to equipment, installation, appliances, furniture & fixture, grass, scratches or cracks on the installed surface, flooring and wall of all types, glass panel, windows, doors, roof, and high wind related damages.
11. Under no circumstance shall the Client discharge its responsibility to pay NYI the full rental, services, other ancillary charges agreed or quoted for all the equipment and services already rendered by NYI and used by the Client.
12. The Client must ensure that reasonable and adequate allocation of time is provided to NYI for the setting-up and removal of the tentages, equipment and items and also any other works related directly and indirectly to the works of setting-up and dismantling of the tentages.
13. The Client shall notify NYI no less than 3 working weeks ahead of any proposed change of the prior agreed scheduled. Otherwise, there shall be no change. NYI may charge [\$0] for the time it spends on dealing with the Client's change requests.
14. If NYI's performance of its obligations under this contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, NYI shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
15. Client shall grant NYI safe and reasonable access of its premises and/or work site allowing NYI's personnel to perform the works safely and accordingly and inform NYI of all health and safety rules and regulations and any other reasonable security requirements that apply at its premises and/or work site. This is to ensure NYI's smooth and timely provision of personnel, vehicles, tentages, equipment, tools, parts, consumables and any other machinery and items that are necessary to complete the job satisfactorily.
16. It is expressly understood and agreed by and between the parties that NYI shall not be liable in any manner and shall be held harmless for any injuries caused to persons and pets or animals while in Client's possession to the fullest extent afforded by law.
17. Due to the unpredictability and extreme nature of weather conditions; NYI shall not be liable, and shall be held harmless for injuries or damages caused by fire or from any cause: rain, hail, snow, storm, winds, tornadoes, floods, lightning, or other disturbance of nature.
18. Client understands that while NYI marquees/tents are robustly engineered, they are still temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving heavy rain, hail, snows, storm, winds, tornadoes, floods and lightning, or other disturbance of nature in which the marquees/tents by its nature cannot provide complete protection and may even be damaged or blown over. Evacuation of marquees/tents to avoid possible injury is recommended when severe weather condition threatens the area where the marquees/tents are erected. People must leave the marquees/tents and not seek shelter in marquees/tents during such conditions. It is best to evacuate when in doubt. It is the Client's sole responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of marquees/tents.
19. Delay occasioned and caused by the Client. NYI will promptly furnish all designs, equipment, personnel information and instructions necessary for the Client to be able to undertake the work in performance of the Contract; and the Client will compensate NYI for all losses and additional expenses incurred by NYI by reason of any error, defect or omission therein or by reason of any other act or in them on the part of the Client. If the period of delay extends beyond a reasonable period, NYI will in its absolute discretion be entitled to withhold, suspend or cancel in whole or in part the contract and/or the delivery of any of the marquees/tentages and/or the performance of any of the services; and the Client will be liable to pay for the marquees/tentages already reserved for or delivered and not paid for and/or for the services provided and

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not paid for, such amount as may be determined by NYI beyond the prices quoted.

20. The Client will not use any specifications, designs or drawings, trade secrets or any other information supplied by NYI for the purpose of designing or manufacturing identical goods without the NYI's prior written consent. All patent, registered design, copyright and other industrial property rights in or in connection with the goods which NYI may have remain the property of NYI.
21. The Client shall not, without the prior written consent of NYI, at any time from the date of the contract to its termination or expiry, solicit or entice away from NYI or employ or attempt to employ any person who is, or has been, engaged as an employee of NYI.
22. Without affecting any other right or remedy available to it, NYI may terminate this contract with immediate effect by giving written notice to the Client if: (a) the Client commits a material breach of any term of this contract which breach is irremediable; or (b) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors. Such termination shall result in the automatic termination of all services in place at the time of termination. Without prejudice to NYI's rights and remedies, the Client shall immediately pay to NYI all outstanding payments; and NYI may enter the Client's premises to take possession of all the marquees/tentages and other relevant items and assets that belong to NYI.
23. If events beyond NYI's reasonable control, including strikes, lock-outs, shutdowns and other industrial disputes (in each case whether or not relating to NYI's workforce), internet disruption, computer virus attack, embargo, import or export prohibitions, governmental actions, orders, legislation, regulations, rationing, riots, civil disturbances or disobedience, epidemic (including, for the avoidance of doubt, pandemic influenza attack), quarantine, acts of terrorism or war, fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy, prevent or hinder NYI from delivering the goods and/or performing the services in accordance with the contract, the date or dates for delivery and/or performance will be extended by the period of delay caused by such events and the price will be accordingly increased to cover any increased costs caused by such delay.
24. No one other than a party to this contract shall have any right to enforce any of its terms.
25. These terms and conditions and their construction will be governed by the laws of Singapore and any dispute arising out of or in relation to these terms and conditions shall be subject to the exclusive jurisdiction of the Singapore courts.