



Ban Heng[®] Group
of Restaurants

TERMS AND CONDITIONS

This agreement is a contract between the customer (**you**) and Ban Heng Group of Restaurant, a business of Ban Heng Air-conditioned Restaurant Pte Ltd, Blk 22 Boon Keng Road #01-21 Singapore 330022 (for the purpose of these Terms and Conditions). These terms and conditions apply to the ordering, purchase, fulfillment and delivery of goods from www.banheng.com.sg

Please read the following Terms and Conditions carefully before placing your Order with Ban Heng Group of Restaurants. These Terms and Conditions contain important information about the ordering, processing, fulfillment and delivery of goods, including limitations of liability. In addition to these Terms and Conditions, other important conditions may be applicable to your Order, such as Click & Collect terms and conditions, Ban Heng Group of Restaurants Returns Policy and Dining Voucher Terms of Use as identified below, or specific terms for certain Goods as identified in the product description field on the Website (e.g. Supplier Direct Terms).

If you do not understand these Terms and Conditions or if you have any questions, please contact us on 9297 0134 / 9109 4064 or email us at pavilion@banheng.com.sg and a representative will be happy to assist you.

2.1 You agree to be bound by these Terms and Conditions when you submit an Order.

2.2 Each Order you place will be a separate and binding agreement between you and Ban Heng Group of Restaurants with respect to the supply of Goods, in accordance with these Terms and Conditions.

3.1 You may place an Order through the Website by submitting the electronic Order form on the Website.

3.2 An order submitted by you on the Website in the manner described on the Website is an offer by you to purchase Goods for the Price (plus any Delivery Fee and for the avoidance of doubt, GST) as specified at the time you submit your Order.

3.3 You acknowledge that all Orders through the Website are with respect to Goods intended for personal, domestic and non-commercial use.

3.4 In completing the electronic Order form, you agree to provide complete and accurate information as to your personal details (or those of your nominated recipient for gifts) to enable the processing and delivery of your Order. This information will also be used by the Delivery Agent to fulfil your Order. Ban Heng Group of Restaurants will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver Goods to you (or your nominated recipient) due to inaccurate or incomplete personal details provided in respect of an Order by you.

3.5 You also agree to obtain consent to provide Ban Heng Group of Restaurants any personal details for nominated recipients of gifts.

3.6 You may Order from Ban Heng Group of Restaurants if you are aged 18 years or over, have an active email account and a telephone number at which you can be easily contacted.

3.7 Once you submit your Order, cancellations of your Order or changes to the Goods in your Order cannot be made (unless changes to the Order are made by agreement with Ban Heng Group of Restaurants and any cancellations are otherwise in accordance with these Terms and Conditions). However, we will allow you to return Goods in accordance with the Returns Policy. You must check your Order carefully prior to submitting your Order with us. For terms regarding cancellations or returns of Orders, see the 'Order cancellation and returns' section (clause 10) of these Terms and Conditions.

3.8 Where you place consecutive or separate Orders for Goods, we cannot consolidate the Orders into one. A separate Delivery Fee will apply to each Order in accordance with clause 6. Subject to clause 3.3, you can order as many Goods as you would like in an Order up to the total Order value of \$3,000 (inc GST).

3.9 You will be provided with an Automatic invoice ID upon submission of your Order to the Website. The Order number is required when contacting our Customer Service Centre in regards to your Order.

4.1 Ban Heng Group of Restaurants reserved the right to accept or reject your Order for any reason at any time.

4.2 When we accept an Order, it represents an agreement by Ban Heng Group of Restaurants to supply you the Goods in accordance with the Order and these Terms and Conditions.

4.3 In the event that we reject an Order under clause 4.1, we will notify you of that rejection and the reason for rejection via email within five (5) Business Days after the placement of the Order. Ban Heng Group of Restaurants will not be liable to you for your loss or that of any third party for the rejection of an Order.

4.4 Where we reject an Order and your payment for the Goods has already been processed, we will refund any money paid to us in respect of that Order and make reasonable endeavours to process the refund within fourteen (14) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Ban Heng Group of Restaurants is not liable with respect to any loss, damage, cost, expense or injury you or any third party incur as a result of any delay in processing your refund.

4.5 If we are unable to contact you in relation to your Order under these Terms and Conditions using the contact details you provide during the Order process after having made reasonable attempts to contact you, we will reject the Order under clause 4.1 and we will notify you of that rejection via phone or email within five (5) Business Days after the placement of the Order. Ban Heng Group of Restaurants will not be liable to you for your loss or that of any third party for the rejection of an Order.

5.1 You acknowledge and agree from time to time, some Goods on the Website may be out of stock or unavailable and we may not be able to fulfil all or part of your Order. If this occurs, Ban Heng Group of Restaurants will use reasonable endeavours to either source the Goods, or contact you within five (5) Business Days to either arrange a full or partial refund, or change your Order to replace the Good with a comparable product in similar price range (where available) as agreed with you, or come to an alternative arrangement. Where a comparable product or alternative arrangement cannot be agreed upon, then we will refund you the Price paid for the Goods. We will use reasonable endeavours to process the refund within fourteen (14) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Ban Heng Group of Restaurants is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

5.2 We reserve the right to withdraw or suspend any Good displayed on the Website from sale either temporarily or permanently at any time without notice to you. Ban Heng Group of Restaurants will not be liable to you for any loss you or any third party suffers as a result of a withdrawal or suspension of availability with respect to a particular Good.

5.3 Where a Good which is the subject of an Order has been withdrawn or suspended from sale and your payment for the Goods has already been processed, we will use reasonable endeavours to refund any money paid to us in respect of that Good within fourteen (14) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Ban Heng Group of Restaurants is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

5.4 Where your Order is affected by an error on the Website (for example, in relation to a description of Goods, an image, Price or otherwise), we will reject the part of the Order that is the subject of the error. If applicable, Ban Heng Group of Restaurants will proceed to fulfil the remainder of your Order in accordance with these Terms and Conditions. If you are not satisfied with the partial fulfilment of your Order, you can return your Order to us in accordance with the Returns Policy.

5.5 You acknowledge and agree that:

- (a) all pictures and images of Goods displayed on the Website are for illustration purposes only, and the sizes and dimensions of Goods may differ in real life
- (b) you have read any corresponding written description of the Goods prior to submitting your Order
- (c) the colour of Goods as shown on the Website may vary slightly in shade in real life
- (d) where we provide dimensions and measurements in the descriptions of a Good (where applicable or available), it is your responsibility to ensure that the actual size of each item is suitable for your purpose prior to submitting your Order (including whether the Good will be capable of delivery to your Delivery Address due to sufficient, appropriate and safe access)
- (e) any accessory featured with the Goods is for illustration purposes only, may be sold separately.

6.1 The Price in respect of a Good is specified on the Website.

6.2 Unless otherwise stated, all Prices quoted are in Singapore Dollars and where applicable, inclusive of goods and services tax (GST). Any fees and charges (e.g. Delivery Fees) imposed by these Terms and Conditions also include GST where applicable.

6.3 Ban Heng Group of Restaurants reserves the right to change or alter Prices of Goods on the Website without notice to you, unless you have already submitted an Order at a stipulated Price, in which case there will be no change or alteration in pricing (provided your Order is not affected by a pricing error, in which case the procedure in clause 5.4 will apply).

6.4 In respect of any Order, we will charge you and you agree to pay:

(a) the Price (which is the Price at the time the Order is submitted); and

(b) subject to clause 8, the Delivery Fee.

6.5 You can pay for your Food by any of the methods specified on the electronic Order form on the Website, which includes but are not limited to credit card (Visa or Mastercard). When paying by credit card, you authorise Ban Heng Group of Restaurants to debit your nominated card at the time you submit your Order. The name on the credit card used for the payment must match the name on the Order.

6.6 Vouchers of any forms cannot be used as a form of tender for purchases from the Website.

6.7 You acknowledge and agree that payment in respect of an Order must be cleared by Ban Heng Group of Restaurants before Goods which are the subject of an Order are despatched. If your payment cannot be processed, your Order will be rejected in accordance with these Terms and Conditions and you will be notified of this on the Website. In relation to credit cards, you should contact your card issuer in the first instance to try to resolve any problem concerning the use of your credit card, or use an alternative payment method in order to continue with your Order.

6.8 In paying or attempting to pay for the Goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

6.9 You will receive a tax Invoice by email once payment in respect of your Order has been processed.

6.10 Where an Order is split in accordance with clause 3.8 you may see two separate transactions on your payment statement. You may also be charged additional Delivery Fees in accordance with clause 3.8

Delivery Areas

7.1 Subject to clause 5.3, delivery is available within Singapore in our pre-defined delivery areas for all Goods.

7.2 Where the Delivery Address is outside of metropolitan regions, we strongly encourage you to call our Customer Service Centre on 9297 0134 / 9109 4064 / 6278 0288 or email us at pavilion@banheng.com.sg to confirm delivery availability and to provide you with a delivery quote prior to submitting your Order.

If an Order is submitted, but is not within metropolitan regions, we will contact you with delivery availability and a quote for delivery. Where you reject the delivery quote, we will use reasonable endeavours to refund any money paid to us within fourteen (14) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Ban Heng Group of Restaurants is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

Delivery Fees

7.3 The following outlines the Delivery Fees for Ban Heng Group of Restaurants:

- (a) Free Delivery option for orders of \$68.00nett and above (except for self-collection)
- (b) Flat Rate Delivery Fee of \$20.00nett (\$18.69+7% GST) to one location for orders below \$68.00nett
- (c) Additional surcharge of \$40.00nett (\$37.38+7% GST) will apply for delivery to offshore areas (Sentosa and Jurong Island)

7.4 There may be an increase in the Delivery Fee payable by you in relation to an Order if:

- (a) your Order is split and requires multiple deliveries due to:
 - (i) re-delivery required.
 - (ii) there are more than one location to deliver.

We will notify you of any change to the Delivery Fee for your Order, and if you do not wish to continue with your Order, you may cancel your Order. We will refund any money paid to us in respect to your Order and make reasonable endeavours to refund any money paid to us within fourteen (14) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Ban Heng Group of Restaurants is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

Delivery Time Frames

7.5 We cannot guarantee that Orders that are split will be delivered on the same day.

7.6 From time to time, Ban Heng Group of Restaurants may not be able to achieve the delivery time requested. You acknowledge and agree that notwithstanding anything else in this clause

- (a) Ban Heng Group of Restaurants cannot guarantee that delivery will occur in the delivery time requested
- (b) Delivery time frames may change from time to time due to unforeseen circumstances; and

(c) Ban Heng Group of Restaurants is not liable with respect to any loss, damage, cost, expense or injury you or any third party suffers as a result of a change in delivery times or a delay in delivery.

7.7 During major sales events orders may experience delivery delays. Ban Heng Group of Restaurants will contact you if there will be significant delivery delay.

General terms for delivery

7.8 Delivery of Goods will take place at the Delivery Address specified by you during the Order process. You will need to submit a separate Order for Goods where you require multiple delivery destinations.

7.9 If you are not personally available to accept delivery, you may appoint a representative to do so in your place. The representative must be over 16 years of age and capable of receiving delivery on your behalf, and you agree that we will be entitled to rely on the representative's instructions as if they were your own.

7.10 On delivery, the Delivery staff may require you or your nominated representative to provide them with proof of identity, such as photo identification or proof of age (for example, for deliveries involving Goods such as knives). Ban Heng Group of Restaurants may not make delivery of the Goods if the person receiving the Goods is unable or unwilling to provide satisfactory evidence of proof of identity or age. Where delivery cannot take place due to insufficient identification, a calling card will be left for you to collect the Goods from a specific outlet. It is your responsibility to follow the instructions stated on the calling card.

7.11 You or your nominated representative may be required to sign a delivery manifest to confirm that the delivery has taken place. If you refuse to sign the delivery document, this will be taken as a refusal to accept the delivery. Where redelivery is required because of refusal to accept delivery, you may be required to pay any associated fee for redelivery.

7.12 If there is no one available at the Delivery Address to accept delivery, or there is limited access to the Delivery Address or it is unsafe or impractical to make delivery, a calling card will be left for you to collect the Goods from a specific outlet. It is your responsibility to follow the instructions stated on the calling card.

7.13 Where you do not collect your Goods from the specified outlets within 3 hours of a failed delivery, you must call our Customer Service Centre on 6278 0288 / 9297 0134 / 9109 4064 or email us at pavilion@banheng.com.sg for further information with respect to claiming your Order. If Goods are required to be redelivered, you may be required to pay any associated fees for redelivery.

7.14 You agree to give us as much detail as possible about particular features of the Delivery Address to ensure delivery can take place in advance by calling our Customer Service Centre on 6278 0288 / 9297 0134 / 9109 4064 after placing your Order. This includes, without limitation:

- (a) Restricted access or parking for our truck;
- (b) Restricted or limited access to the premises; or
- (c) If you have narrow doors, spiral staircase or tight corners.

Where redelivery is required because access issues or limitations for making delivery, you may be required to pay any associated fees for redelivery.

7.15 Upon delivery, you must inspect your Goods and check that the Goods delivered match your Order. If there is obvious damage to the Goods due to transit, you must contact our Customer Service Centre as soon as practicable on 6278 0288 / 9297 0134 / 9109 4064 or email us at pavilion@banheng.com.sg. If the Goods are not as ordered, you may return the Goods to us in accordance with the Returns Policy. If Goods are missing from your Order, you may call our Customer Service Centre or return the Goods to us in accordance with the Returns Policy. You must let us know about any damaged, missing and incorrect Goods as soon as possible. You can otherwise return Goods in accordance with the "Order cancellation and returns" section (clause 8) of these Terms and Conditions. Any Goods replaced under the Returns Policy due to being faulty, damaged, or incorrect will be delivered to you free of charge. Any returns due to you changing your mind about your purchase will attract a redelivery fee.

7.16 Insurance and express delivery is not available in respect of your Order.

8.1 Risk and title in the Goods passes to you on the date and time of delivery of the Goods to the Delivery staff.

9.1 Unless provided for under these Terms and Conditions, no cancellations or changes to Orders will be accepted, and the Goods will be delivered to the stated Delivery Address in accordance with these Terms and Conditions. Therefore, you should carefully check that your Order is accurate before you submit it to us. You will, however, be able to return Goods in accordance with the Returns Policy.

9.2 Goods can only be returned under these Terms and Conditions (in particular, this clause 8) and in accordance with the Returns Policy. The Returns Policy forms a part of these Terms and Conditions.

9.3 The following terms apply in addition to the Returns Policy for purchases from Ban Heng Group of Restaurants:

(a) Food products purchased from Ban Heng Group of Restaurants will not be refunded or exchanged, unless required by Law.

9.4 If you would like to make a return under the Returns Policy and you do not live near a Ban Heng outlet, call the Customer Service Centre on 6278 0288 / 9297 0134 / 9109 4064 or email us at pavilion@banheng.com.sg to organise an alternative arrangement.

9.5 Where we reject or cancel your Order under these Terms and Conditions, we will refund the Price of the Goods to you in accordance with these Terms and Conditions. We will use reasonable endeavours to refund any money paid to us within fourteen (14) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Ban Heng Group of Restaurants is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

9.6 It is a condition of Visa and MasterCard schemes that refunds be processed on the same card as the original payment was made in order to minimise the possibility of fraudulent activity on cards. Ban Heng

Group of Restaurants is required to comply with all card scheme rules in order to be able to accept these card types, and as such, all of your refunds will be credited to the card you nominated in your Order.

10.1 The Goods, Prices and promotions that are offered on the Website may not correspond to those in Ban Heng stores for instance where there are different local Ban Heng outlets, loyalty and online promotions run concurrently.

10.2 Ban Heng Group of Restaurants does not price match.

10.3 All references to times in promotions are based on the local time in Singapore unless stated otherwise.

11.1 Additional terms and conditions apply with respect to the use of Dining Vouchers you purchase from the Website.

11.2 Dining Vouchers are treated like cash. Lost or stolen vouchers will not be replaced or refunded. Dining Vouchers cannot be used for the payment of online purchase and outdoor catering services. Dining Vouchers are not redeemable for cash and cannot be exchanged.

11.3 Dining Vouchers expire six months from the issue date. For the avoidance of doubt, this is the date in which Ban Heng issued the Dining Voucher and not the date you received the Dining Voucher. Any unused amount after the expiry date of the Dining Voucher will not be refunded or credited.

11.4 Dining Vouchers are to be used for the purchase of goods and services at Ban Heng outlets in Singapore (some exclusion may apply). Gift Cards cannot be used as a form of payment for purchases made on Website.

11.5 For more information, please call 6278 0288 / 9297 0134 / 9109 4064 or email us at pavilion@banheng.com.sg.

12.1 Personal information, such as your contact details, that you provide us during the Order process will be kept and used by us for the purpose of processing your Order in accordance with Ban Heng Group of Restaurant's Privacy Policy.

13.1 You represent and warrant to Ban Heng Group of Restaurants that: expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with these Terms and Conditions.

13.2 Subject to any rights you have under any consumer protection law, Ban Heng Group of Restaurants excludes to the fullest extent possible under Law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms and Conditions. You are entitled to certain rights under consumer protection law that cannot be excluded.

13.3 Our liability to you for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

14.1 Ban Heng Group of Restaurants reserves the right to, at its discretion, terminate these Terms and Conditions and your access to and use of the Website:

(a) for convenience, at any time, upon provision of notice to you;

(b) immediately:

(i) if Ban Heng Group of Restaurants reasonably believes that you have breached these Terms and Conditions, and that breach is not capable of remedy; or

(ii) if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied)

15.1 Ban Heng Group of Restaurants reserves the right at all times to make changes to these Terms and Conditions. Any variations to these Terms and Conditions will take effect from posting on the Website. The Terms and Conditions which apply at the time of Order are those that govern your relationship with Ban Heng Group of Restaurants with respect to that Order.

15.2 Ban Heng Group of Restaurants may give notice to you by electronic mail. You may give notice to Ban Heng Group of Restaurants by electronic mail to our Customer Service Centre.

15.3 Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

15.4 A failure or delay by Ban Heng Group of Restaurants to exercise a power or right under these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by Ban Heng Group of Restaurants does not preclude its future exercise or the exercise of any power or right.