



MOFEX

Ngai Chin Construction Pte Ltd
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STANDARD TRADING CONDITIONS

These Standard Trading Conditions ("Conditions") apply to all services provided by MOFEX ("the Company") to any customer ("Customer"), unless otherwise agreed in writing by an authorised representative of the Company.

1. Definitions

In these Conditions, unless the context otherwise requires:

- 1.1 "Company" means MOFEX, the moving and logistics division under Ngai Chin Construction Pte Ltd, its employees, agents, contractors and authorised representatives.
 - 1.2 "Customer" means any person or entity at whose request, or on whose behalf, the Company provides any services, and includes the owner of the goods.
 - 1.3 "Goods" means all furniture, personal effects, equipment, boxes, cartons and any other property handled, packed, transported, stored or otherwise dealt with by the Company on the Customer's behalf.
 - 1.4 "Services" means all moving, packing, unpacking, dismantling, assembly, handling, transportation, storage, disposal, related logistics, and any other services provided by the Company to the Customer.
 - 1.5 "Quotation" means any price estimate, proposal, WhatsApp message, email or written offer issued by the Company setting out the scope of work and charges.
 - 1.6 "Premises" means any location at which the Company is required to perform the Services, including but not limited to residential units, offices, warehouses, loading bays and common property of buildings or condominiums.
 - 1.7 "Working Day" means a day other than Saturdays, Sundays and public holidays in Singapore.
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2. Application of Conditions

- 2.1 These Conditions apply to all Services provided by the Company, whether paid or provided gratuitously, and shall form part of all agreements, Quotations and service orders between the Company and the Customer.
 - 2.2 These Conditions prevail over any terms proposed by the Customer unless expressly agreed in writing by a director or authorised representative of the Company.
 - 2.3 No employee, mover or crew member of the Company is authorised to vary these Conditions verbally.
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3. Scope of Services

- 3.1 The Company provides residential and office moving, packing, wrapping, dismantling and assembly of basic furniture, transportation, and related logistics support as described in the relevant Quotation or service order.
 - 3.2 Any service not expressly stated in the Quotation (including but not limited to complex dismantling, carpentry, electrical works, drilling, disposal, storage, special handling or additional trips) shall be treated as additional services and may incur separate or additional charges.
 - 3.3 The Company does not provide professional carpentry, specialist wiring, plumbing or renovation services unless specifically stated and agreed in writing.
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4. Quotations & Changes in Scope

- 4.1 All Quotations are based on the information, photos, videos and descriptions provided by the Customer at the time of quoting.
- 4.2 The Company reserves the right to revise charges if:
 - (a) there are additional items not disclosed at the time of Quotation;
 - (b) actual access conditions differ from those described (e.g. long carry distance, stairs, low ceiling, restricted loading bay, different lift access);
 - (c) additional manpower, trips, vehicles, equipment or time are required; or
 - (d) the Customer changes the scope of work on or before the move day.
- 4.3 Unless otherwise stated, Quotations are valid for 30 days from the date of issue and are subject to withdrawal or revision at any time before acceptance.

4.4 Any estimate of duration given by the Company is an approximation only; time is not of the essence unless expressly agreed in writing.

5. Booking, Deposit & Payment Terms

5.1 A booking may be confirmed only upon the Customer's acceptance of the Quotation and, where required, payment of a deposit as stated by the Company.

5.2 Unless otherwise agreed in writing:

(a) Deposit is non-refundable except where the Company cancels the job without offering an alternative date.

(b) The balance payment is due immediately upon completion of the job on the move day.

5.3 Payment shall be made by cash, bank transfer, PayNow, cheque or such other mode as approved by the Company.

5.4 The Company reserves the right to withhold delivery or suspend work until full payment is received.

5.5 In the event of late payment, the Company may charge interest at the rate of 2% per month on all overdue amounts, calculated from the due date until the date of full payment.

5.6 Any dispute relating to an invoice or charge must be raised in writing within 7 days of the invoice date, failing which the invoice shall be deemed accepted.

6. Customer Responsibilities

6.1 The Customer warrants and undertakes that:

(a) they are the owner of the Goods or authorised by the owner to enter into this agreement;

(b) all information provided to the Company regarding the Goods, access, addresses and requirements is true, complete and accurate;

(c) all necessary approvals, permissions and bookings (including condo management, MCST, building management, lift booking, loading bay, security clearance) are arranged prior to the move, unless otherwise agreed that the Company will assist;

(d) suitable parking and clear access is available for the Company's vehicle(s) as close as reasonably possible to the Premises;

(e) all Goods to be moved are ready and available for collection at the agreed time, unless packing services are included; and

(f) there will be a responsible adult present at all times during the move to give instructions and confirm completion.

6.2 The Customer shall remove and keep with them all cash, jewellery, watches, important documents, bank cards, passports, confidential papers and other valuables. The Company will not be responsible for such items even if mistakenly packed or transported.

6.3 If the Customer fails to provide proper access, parking or necessary approvals, any resulting delays, fines, penalties, additional manpower, or waiting time shall be chargeable to the Customer.

7. Packing & Owner-Packed Goods

7.1 Unless packing services are expressly included in the Quotation, the Customer is responsible for packing all loose items safely into boxes or containers suitable for transport.

7.2 Where the Customer packs the Goods:

(a) the Company is not liable for damage arising from inadequate or unsuitable packing;

(b) fragile items (e.g. glassware, crockery, electronics, ornaments, artwork) must be properly protected and marked "FRAGILE";

(c) the Customer is responsible for securing contents of drawers, cupboards and wardrobes, unless dismantling/emptying is included in the agreed scope.

7.3 If the Company provides packing services, reasonable care will be taken, but the Customer remains responsible for declaring any fragile, high-value or special-care items to the crew before packing starts.

8. Goods Excluded or Carried at Customer's Risk

8.1 The Customer shall not request the Company to move, and the Company may refuse to move, any of the following without prior written agreement:

(a) hazardous, flammable, explosive or toxic substances;

(b) illegal goods, contraband or items prohibited by law;

(c) live plants, animals or perishable goods;

(d) cash, bullion, jewellery, watches, precious metals or stones;

(e) antiques, fine art, collectibles, heirlooms or items of exceptional value;

(f) sensitive data, deeds, securities, negotiable instruments or irreplaceable documents.

8.2 Where such items are moved with or without the Company's knowledge, they are carried strictly at the Customer's sole risk, and the Company shall have no responsibility or liability for loss, damage, deterioration or consequences arising from such items.

8.3 The Company reserves the right to refuse to handle any item which, in its opinion, is unsafe, excessively heavy, not reasonably movable, or likely to cause damage to property, lifts or common areas.

9. Building, Condo & Common Area Rules

9.1 The Customer is responsible for:

- (a) checking all moving hours, deposit requirements, lift padding charges, and other building rules with the management;
- (b) paying any building or management deposit(s) or fees unless otherwise agreed in writing;
- (c) informing the Company in advance of any restrictions (timing, lift usage, loading bay height, security registration).

9.2 The Company will take reasonable care to protect floors, walls and lifts using moving equipment and materials, but shall not be liable for minor scuffs, marks or wear and tear consistent with careful moving.

9.3 Any fines, penalties or additional charges imposed by building management due to the Customer's failure to comply with rules or to provide accurate information will be borne by the Customer.

10. Delays & Force Majeure

10.1 While the Company will make reasonable efforts to start and complete the move within agreed timeframes, it does not guarantee arrival or completion at a specific time.

10.2 The Company shall not be liable for any delay, loss, cost or inconvenience arising from:

- (a) traffic conditions, road closures or vehicle breakdown;
- (b) weather conditions;
- (c) accidents, breakdowns of lifts or building facilities;
- (d) strikes, industrial actions or labour disputes;
- (e) government restrictions, security checks or enforcement actions;
- (f) any cause beyond the reasonable control of the Company.

10.3 In such events, the Company may adjust the schedule, deploy alternative arrangements where possible, or postpone the move. The Company's liability for delay (if not otherwise excluded) shall in any case be limited to the amount of charges for the delayed Service only.

11. Cancellation & Postponement

11.1 If the Customer cancels or postpones the Services:

- (a) More than 48 hours before the scheduled move – deposit may be partially or fully refunded or carried forward, at the Company's discretion;
- (b) Within 48 hours before the scheduled move – the Company may charge up to 50% of the quoted charges as a cancellation fee;
- (c) On the move day or after the crew has arrived – the Company may charge up to 100% of the quoted charges.

11.2 Postponements are subject to availability. The Company reserves the right to impose a reasonable rescheduling fee depending on notice period and manpower allocation already committed.

12. Insurance

12.1 The Company takes reasonable care in handling Goods but does not automatically provide comprehensive insurance coverage for loss or damage.

12.2 Standard liability is limited as stated in Clause 13. If the Customer requires higher protection, the Customer is responsible for arranging separate insurance or requesting the Company (where available) to assist in arranging insurance at additional cost.

12.3 Any insurance arranged by or through the Company shall be subject to the terms, conditions, exclusions and limits of the relevant policy and insurer. In any claim under such policy, the Customer shall have recourse against the insurer only.

13. Liability & Limits of Liability

13.1 The Company shall exercise reasonable skill and care in providing the Services.

13.2 Subject to these Conditions, the Company's liability for loss of or physical damage to Goods directly caused by the Company's proven negligence shall be limited to the lower of:

- (a) S\$100 per item, or
- (b) S\$500 per move in total,

unless a higher limit is expressly agreed in writing and an additional charge is paid by the Customer.

13.3 The Company shall not in any circumstances be liable for:

- (a) indirect or consequential loss, including loss of profit, income, use, enjoyment, market, opportunity or reputation;
- (b) loss or corruption of data or records;
- (c) loss or damage arising from pre-existing defects, inherent vice, normal wear and tear or natural deterioration;
- (d) loss or damage to fragile items (including glass, mirrors, ceramics, electronics, artworks) not professionally packed by the Company;
- (e) cosmetic or minor damage to ready-assembled furniture (e.g. IKEA-type furniture) that is not designed to be moved while

assembled;

(f) damage caused by the Customer's failure to comply with these Conditions or to follow the Company's advice.

13.4 Where dismantling or assembly is requested, the Company will take reasonable care but does not guarantee that items can be dismantled, moved and re-assembled to the same condition or structural integrity, particularly for older furniture or items previously assembled by third parties.

13.5 The Customer agrees that the limits of liability in this Clause are fair and reasonable given the nature of the Services and charges.

14. Time Limits for Claims

14.1 Any complaint regarding loss or damage to Goods must be notified to the crew leader on site before they leave, or, where not reasonably detectable, in writing to the Company within 24 hours of completion of the move.

14.2 Any formal claim must be submitted in writing with supporting photos and details within 7 days of the move date.

14.3 The Company shall be discharged from all liability if:

- (a) notice is not given within the time limits above; or
 - (b) legal proceedings are not commenced within 9 months from the date of the move.
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15. Storage (If Applicable)

15.1 Where the Company provides storage (directly or via a third party), Goods are stored at the Customer's risk, subject to the same exclusions and limitations set out in these Conditions.

15.2 Storage charges, access fees and payment terms will be as stated in the Quotation or storage agreement. The Company may exercise a lien over stored Goods for unpaid charges.

16. Lien

16.1 The Company shall have a general lien over all Goods and any related documents in its possession or control for all sums due and payable by the Customer, whether relating to the relevant move or any other services.

16.2 If any sum remains unpaid for more than 14 days after written notice, the Company may, without further notice, sell or dispose of part or all of the Goods in such manner as it thinks fit and apply the proceeds towards the unpaid sums and costs of sale. Any shortfall shall remain payable by the Customer.

17. Indemnity

17.1 The Customer shall indemnify and keep indemnified the Company against all loss, damage, costs, penalties, claims and expenses arising from:

- (a) the Customer's breach of these Conditions;
 - (b) inaccuracy or incompleteness of information provided by the Customer;
 - (c) carriage of prohibited, hazardous, illegal or undeclared items;
 - (d) damage to lifts, common areas or third-party property caused by circumstances beyond the Company's control or by the Customer's instructions;
 - (e) any claim by a third party in excess of the Company's liability under these Conditions.
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18. Governing Law & Jurisdiction

18.1 These Conditions, and any dispute, claim or matter arising out of or in connection with the Services, shall be governed by and construed in accordance with the laws of Singapore.

18.2 The parties submit to the exclusive jurisdiction of the courts of Singapore.

18.3 MOFEX reserves the right to the final interpretation of the above terms. MOFEX further reserves the right to amend, update, or modify these terms at any time without prior notice, and all services shall be subject to the prevailing terms at the time of engagement.

19. Completion, Acceptance, Payment Finality & Absolute Waiver

19.1 Conclusive Evidence of Completion

Upon the issuance of any invoice and/or receipt of any payment (whether full or partial), the Services shall be deemed fully, properly, and satisfactorily completed in accordance with the agreed scope.

Such payment shall constitute conclusive, final, and binding evidence of completion.

19.2 Irrevocable Acceptance

The Customer shall be deemed to have fully inspected, verified, and irrevocably accepted all Services and all items handled, transported, delivered, or otherwise dealt with by MOFEX, in good order and condition.

19.3 Absolute Waiver of Claims

The Customer hereby unconditionally and irrevocably waives, releases, and discharges MOFEX from any and all claims, demands, losses, damages, costs, or liabilities of whatsoever nature, whether known or unknown, foreseen or unforeseen, arising out of or in connection with the Services.

19.4 Strict Bar on Post-Payment Claims

No claims, disputes, or objections shall be entertained under any circumstances after payment has been made.

Any alleged loss, damage, discrepancy, or incomplete work not expressly raised in writing prior to payment shall be deemed permanently waived and absolutely time-barred.

19.5 Exclusion of Liability After Payment

To the fullest extent permitted by law, MOFEX shall bear no liability whatsoever for any loss, damage, delay, or issue arising after payment, regardless of cause, including but not limited to negligence.

19.6 Estoppel

The Customer shall be estopped from asserting any position inconsistent with this Clause 19, including any attempt to reopen, dispute, or challenge the Services after payment.

19.7 Survival

This Clause 19 shall survive completion of the Services and shall remain fully valid, binding, and enforceable under all circumstances.

20. Entire Agreement, Severability & Enforceability

20.1 Entire Agreement

These Conditions, together with any Quotation, invoice, or written communication issued by the Company, constitute the entire agreement between the Company and the Customer.

The Customer acknowledges that they have not relied on any representation, statement, or promise not expressly set out herein.

20.2 Severability

If any provision of these Conditions is found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

20.3 Enforceability

No failure or delay by the Company in enforcing any provision of these Conditions shall operate as a waiver of its rights.

The Company shall be entitled to enforce its rights at any time.

20.4 Prevailing Terms

In the event of any inconsistency between these Conditions and any other document or communication, these Conditions shall prevail, unless expressly agreed in writing by the Company.

Last updated: 21st of December 2025