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BUY & SELL AGREEMENT

Thank you for choosing ANTBUILDZ PTE. LTD.

ANTBUILDZ, comprising of Antbuildz Pte Ltd and Antbuildz Sdn Bhd, and all other subsidiaries, shall be collectively referred to as "ANTBUILDZ", "We", "Us", or "Our". Our headquarters is registered in Singapore, with the address located at 33 Ubi Ave 3 #05-57 S 408868.

ANTBUILDZ is the owner and operator of <https://www.antbuildz.com> and any of its sub-domains or subpages (the "Site") and all services provided by ANTBUILDZ via the Website (the "Services"). The Services provided by ANTBUILDZ include but are not limited to (i) the provision of an online platform for SELLER and BUYER to facilitate the entire EQUIPMENT trading process. For the avoidance of doubt, the EQUIPMENT that is listed on the Website is not owned by ANTBUILDZ, and is solely the property of the SELLER who has authorised ANTBUILDZ to represent and arrange such EQUIPMENT for the provision of the Services.

This page stipulates the terms and conditions (this "Agreement") between ANTBUILDZ and you as a member of our Website and/or USER of our Services ("USER" and/or "You"). Please read this Agreement carefully before using the Services and Website as, by accessing and registering as a member on our Website, and/or using the Services provided by ANTBUILDZ, you acknowledge that you have read, understood, and unconditionally agree to be bound, without any limitation or qualification, by the terms and conditions contained in this Agreement. These terms and conditions shall be applied to all types of EQUIPMENT listed on the platform whichever is applicable.

We may need to make changes to this Agreement from time to time. We may unilaterally change the terms of this Agreement and we shall send you a notification of the change. You acknowledge that it is your responsibility to check the notification and/or the updated Agreement upon such notifications or during the creation of new listings or purchases. You further agree that your continued use of the Website and Services following the changes to this Agreement indicates your acceptance of any such changes to this Agreement. In case of dispute, ANTBUILDZ reserves the right of final decision on the interpretation of the terms and conditions in this Agreement.

Definition

"EQUIPMENT" refers to any product listed on the MARKETPLACE, encompassing machineries, tools, materials, spare parts, and other related items.

"MARKETPLACE" refers to the online platform provided by ANTBUILDZ, for the buying and selling of EQUIPMENT.

"USER" refers to any party who uses the MARKETPLACE, which includes BUYERS, SELLERS or other visitors accessing the MARKETPLACE.

"BUYER" refers to a USER who makes a request / purchase of EQUIPMENT sold by the SELLER on the ANTBUILDZ Site.

"SELLER" refers to a registered USER who offers / sells any EQUIPMENT on ANTBUILDZ.

"LISTING" is a post made by the SELLER with the intention to sell any EQUIPMENT on the ANTBUILDZ website.

It is hereby agreed between ANTBUILDZ and the USER as follows:

1. Listing

1.1. Listing Content

All LISTINGS shall only include text, descriptions, graphics, images and other content relevant to the EQUIPMENT. It is mandatory for all content in the LISTING to be true, complete, accurate and not misleading in any manner whatsoever.

The prices listed in all LISTINGS are Ex Works prices, exclusive of any expenses associated with freight, fees (Clause 8.1.), taxes, duties, or penalties that may arise during the course of the transaction. The BUYER and the SELLER must reach a mutual agreement during the negotiation process to determine the party responsible for bearing such costs. The listed prices in all LISTINGS are denominated in the local currency for local transactions or the currency of the SELLER's country for cross-border transactions.

The condition for Used EQUIPMENT is on a "AS IS, WHERE IS" basis.

It is the sole responsibility of the SELLER to ensure that all information in their LISTINGS are up-to-date. This includes, but is not limited to:

1. EQUIPMENT Images:
 - a. Images of the EQUIPMENT must be clear
 - b. The whole EQUIPMENT must be clearly visible and shall not be concealed in any way in the images
2. Description (Model, Year, Working Hours, Industry Usage):
 - a. The Description must contain the EQUIPMENT's model, working hours, industry usage and other specifications.
 - b. The SELLER must fairly and accurately represent the condition of the EQUIPMENT
3. Key Physical Defects

1.2. Listing Conditions

The SELLER must ensure that all LISTINGS adhere to the following conditions:

- a. the LISTING is listed in the appropriate category
- b. the LISTING shall not contain any inaccurate, misleading or incomplete information
- c. the LISTING fairly represents the condition of the EQUIPMENT listed
- d. the SELLER is the rightful owner of the EQUIPMENT listed
- e. the EQUIPMENT is not stolen, fraudulently obtained or counterfeit
- f. the SELLER shall list the EQUIPMENT at a price close to the market rate and not at an untruthful price
- g. the SELLER must properly manage and ensure that the relevant information of the item (such as the price, item specifications and inventory amount) is updated in the LISTING
- h. the LISTING will not contain content that is unlawful, harmful, threatening, abusive, harassing or alarming
- i. the LISTING must not infringe any third party rights, including but not limited to, intellectual property rights such as patents, copyrights, moral rights, trade

secrets, trademarks, service marks, inventions, design rights and any other proprietary rights provided under applicable law in respect of intellectual property

- j. SELLERS are not allowed to provide personal contact information in the LISTING

1.3. Consequences of Violation of Listing

ANTBUILDZ reserves the right to undertake the following actions at its sole discretion for LISTINGS that violates the Terms and Conditions:

- a. Review of the LISTING's information and description
- b. Moving the LISTING to a more appropriate category
- c. Deletion of LISTING
- d. Suspension of SELLER

It is not ANTBUILDZ's responsibility to ensure that the catalogue will always be accurate and up-to-date. The BUYER agrees that ANTBUILDZ will not be held responsible for any discrepancies in the catalogue.

1.4. Listing Fee

The listing fee is determined based on the rates displayed on the platform and ANTBUILDZ reserves the unilateral right to assess and adjust these fees at its sole discretion without the obligation to provide prior notification to the SELLER. Unless expressly stated otherwise, all fees are presented in the currency corresponding to the SELLER's country. The SELLER is entirely responsible for the payment of listing fees on the platform.

The SELLER may be subject to a maximum number of active LISTINGS allowed on the SELLER's profile at any given time. Any additional LISTING will be subject to the prevailing listing fee's charges.

2. Seller Acknowledgement and Declaration

The SELLER acknowledges and declares that all EQUIPMENT, whether New or Used, are subject to the following requirements as part of the Seller Declarations ("Seller Declarations"). The SELLER takes responsibility for any inaccuracies, errors or omissions. Failure to adhere to the following requirements will be considered a violation of this Agreement and ANTBUILDZ reserves the right to take action as stated in Clause 14.

The following requirements apply to all EQUIPMENT unless otherwise specified:

- a. the EQUIPMENT is free from any liens and encumbrances, including but not limited to police reports, seizure orders and/or court orders;
- b. the EQUIPMENT is free from any fines, penalties, taxes, related charges, or any other costs resulting from law violations;
- c. the SELLER is the rightful and beneficial owner of the EQUIPMENT and the EQUIPMENT is not stolen;
- d. the SELLER has the full power, right, and authority to enter into the transaction without breaching any provision or covenants with any third parties;
- e. any reports or records of the EQUIPMENT lodged with any public authority or insurance company, whether resolved and/or unresolved, has been fully disclosed and handed over to ANTBUILDZ;
- f. the EQUIPMENT is as per the conditions stated in the Listing;
- g. the EQUIPMENT has not been altered and/or tampered, including but not limited to the odometer, frame and structure without the written consent from relevant authorities and/or EQUIPMENT manufacturer;
- h. the SELLER is solvent and is not involved in any assignment, proposal, or other proceeding for the benefit of its creditors;

3. Pre-Delivery Inspection

Good condition is defined to be the state where the EQUIPMENT is fully functional and free from any key physical defects, including not limited to removal of dirt and other debris on the EQUIPMENT and undercarriage.

Prior to the purchase of the EQUIPMENT, the BUYER has the option to request an inspection conducted either by the BUYER or a competent authority at the BUYER's own expense. If the EQUIPMENT is found to be significantly different from the condition required by this Agreement, the SELLER shall bear the cost of the inspection. However, if the BUYER does not proceed with such an inspection, the EQUIPMENT shall be presumed to be in good condition and operational prior to the delivery to the BUYER. The aforementioned inspection does not release the SELLER from any obligations or liabilities arising from defects that may occur upon the EQUIPMENT's arrival (Clause 9.) or during the Antbuildz Assurance Period (Clause 10.).

The BUYER is responsible for taking appropriate measures, including but not limited to capturing photos and videos of the EQUIPMENT, to document the inspection process.

4. Confirmation of Purchase

The BUYER is required to make payment in the currency specified in the invoice within 3 working days from the invoice date (Clause 8.2). The Confirmation Of Purchase is finalised only after the BUYER's full payment to ANTBUILDZ. The Purchase Order will be sent to the SELLER via email upon receipt of payment by ANTBUILDZ from the BUYER.

In the event that the BUYER is unable to make payment within the stipulated period, the BUYER can request ANTBUILDZ for an payment extension of X days. However, if the BUYER does not request an extension or fails to make payment within the agreed extension period, the transaction will be cancelled.

5. Cancellation of Purchase

Upon Confirmation of Purchase (Clause 4), all parties involved are bound to the transaction and are not allowed to withdraw from the agreement without valid justification.

In the event that the SELLER decides to cancel the transaction before the delivery of the EQUIPMENT, the entire transaction will be terminated. Consequently, the BUYER shall be entitled to receive a full refund of the amount paid. Additionally, ANTBUILDZ retains the right to suspend the SELLER.

If the BUYER cancels the transaction before the shipment of the EQUIPMENT, the BUYER shall bear the full shipping costs. Additionally, a penalty fee amounting to 20% of the total transaction value will be imposed on the BUYER. This penalty fee will be deducted from the payment received from the BUYER.

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Once the EQUIPMENT has been shipped, cancellation is strictly prohibited. Both parties are no longer permitted to cancel the transaction at this stage.

6. Documentation

The SELLER shall promptly provide ANTBUILDZ with documentation if deemed necessary. These documentations may include, but are not limited to:

1. Proof of Ownership
2. Manufacturer Warranty
3. Maintenance and Service Record
4. EQUIPMENT Catalogue
5. Relevant Certificates

7. EQUIPMENT Delivery / Self-collection

7.1. Pre-shipping Preparation

Following the issuance of the Purchase Order, it is the sole responsibility of the SELLER to capture images of the EQUIPMENT from all angles, including the front, back, sides, and interior during the EQUIPMENT's preparation. These images shall be submitted to the ANTBUILDZ team. The purpose of these images is to document any key physical defects present in the EQUIPMENT prior to shipping.

7.2. Self-collection

The BUYER has the option to choose self-collection of the EQUIPMENT from the SELLER's premises. If the BUYER opts for self-collection, the BUYER will be responsible for dismantling, loading, and arranging transportation for the EQUIPMENT, unless otherwise specified.

The BUYER must remove the EQUIPMENT from the SELLER's premises no later than the agreed-upon collection date. If the EQUIPMENT remains in the SELLER's facility beyond the agreed-upon collection date, the BUYER may incur additional fees due to late collection. The SELLER has the right to retain possession of the EQUIPMENT until the BUYER settles all outstanding late fees.

7.3. Shipping

The BUYER and SELLER shall mutually agree on the party responsible for arranging all necessary arrangements for the delivery of the EQUIPMENT. The specific shipping date shall be agreed upon by both parties. The party responsible for shipping is obligated to make suitable delivery arrangements by the agreed shipping date and arrange shipping insurance coverage equivalent to the listed price of the EQUIPMENT.

The SELLER must ensure that the EQUIPMENT is prepared for shipment by the agreed shipping date. In the event that the SELLER is unable to make these preparations by the agreed shipping date, they may request an extension of 7 days. Subsequently, failure to make the necessary shipping arrangements by the new shipping date will be considered a shipping delay. In a shipping delay occurs, the BUYER retains the right to cancel the purchase and request a full refund. The SELLER shall bear the costs of any shipping arrangement if the purchase is cancelled due to shipping delay.

If a delivery delay occurs due to circumstances attributable to the freight partner, it is the responsibility of the party who arranged the shipping arrangements to promptly notify ANTBUILDZ of the situation.

8. Payment

8.1. Transaction Fee

Every successful transaction will incur a transaction fee charged by ANTBUILDZ ("Transaction Fee"). The Transaction Fee is to be borne by the SELLER and is calculated as a percentage of the total listed price. The rates for New and Used EQUIPMENT listings are presented in the table below and will be in the currency corresponding to the location of the SELLER. ANTBUILDZ reserves the unilateral right to evaluate and adjust these fees at its sole discretion without prior notification to the SELLER. The Transaction Fee is also subject to Good and Services Tax ("Tax Amount"), and the SELLER is responsible for this Tax Amount.

EQUIPMENT Condition	Transaction Fee Chargeable
New	2.5%
Used	5%

8.2. BUYER's Payment

The BUYER must make payment in the specified currency to the ANTBUILDZ account stated in the invoice within 3 days from the invoice date.

8.3. Payment to SELLER

The SELLER hereby consents to ANTBUILDZ's right to offset any other commissions and fees specified in this Agreement or any fees that may arise from additional services requested by the SELLER.

All payments made to the SELLER by ANTBUILDZ will be routed to the corporate account assigned by the SELLER, in the currency as stated in the invoice. The SELLER must inform ANTBUILDZ in advance if there are any changes to the SELLER's bank account details.

The full payment net of fees will be held in escrow by ANTBUILDZ and any interest earned on the funds in escrow will accrue to ANTBUILDZ. Upon successful completion of various stages of the transaction process, the money will be released to the SELLER.

New EQUIPMENT	
Stage of Transaction	Amount Released to the SELLER
Shipping of the EQUIPMENT	Shipping costs (if SELLER arranged Shipping)
Successful Handover to the BUYER	80% of the full payment net of fees
No breakdown of EQUIPMENT after Antbuildz Assurance Period	20% of the full payment net of fees

Used EQUIPMENT	
Stage of Transaction	Amount Released to the SELLER
Shipping of the EQUIPMENT	Shipping costs (if SELLER arranged Shipping)
Successful Handover to the BUYER	50% of the full payment net of fees
No breakdown of EQUIPMENT after Antbuildz Assurance Period	Remaining 50% of the full payment net of fees

9. Receiving Inspections

Upon the arrival of the EQUIPMENT at the BUYER's specified location, it is the sole responsibility of the BUYER to conduct a thorough inspection of the EQUIPMENT before accepting it. The BUYER must acknowledge that the EQUIPMENT is delivered in a good working condition. Once the BUYER acknowledges and takes over the EQUIPMENT, the SELLER is relieved of any liabilities arising from key physical defects.

In the event of a key physical defect found during the inspection by the BUYER before taking over the EQUIPMENT, ANTBUILDZ must be notified immediately within 4 working hours if there are any deviations from the Pre-Delivery Inspection (Clause 3) or the Pre-Shipping Preparation (Clause 7.1.)

ANTBUILDZ reserves the right to determine liability in the dispute process based on whether the key physical defects were declared in the listing. In the event that the damages are determined to have occurred during the transit process, we will coordinate with the logistic partner to facilitate the transit insurance claim.

10. Antbuildz Assurance Period

The Antbuildz Assurance Period ("Antbuildz Assurance Period") commences upon the BUYER's takeover of the EQUIPMENT, excluding Scrap EQUIPMENT, and has a duration of 14 days. During the Antbuildz Assurance Period, it is strictly prohibited for the BUYER to engage in excessive usage of the EQUIPMENT, herein defined as exceeding a total of 12 working hours per day, or using the EQUIPMENT recklessly.

In the EQUIPMENT experiences a breakdown or malfunction within the Antbuildz Assurance Period, the BUYER must immediately cease usage and promptly notify ANTBUILDZ. ANTBUILDZ will facilitate communication between both parties.

If it is determined that the breakdown is not a result of the BUYER's misuse, the SELLER is responsible for resolving the issue. The remaining percentage of the payment due to the SELLER (Clause 8.3) will be utilised for resolution purposes, which may include repair costs at the discretion of the BUYER.

11. Manufacturer Warranty

The EQUIPMENT sold on the ANTBUILDZ platform, irrespective of being classified as New or Used, shall continue to be covered under the original manufacturer (OEM) warranty. Prior to finalizing the transaction, the BUYER is responsible for exercising due diligence to determine the remaining extent of the manufacturer warranty coverage for the EQUIPMENT. The BUYER assumes full responsibility for directly approaching the EQUIPMENT manufacturer to process any claims for damages covered under the OEM warranty.

12. Force Majeure

Notwithstanding any provision contained herein to the contrary, neither ANTBUILDZ nor USER shall be deemed to be in default hereunder for failing to perform obligations arising according to this agreement if such failure is the result of any acts of state or governmental action, riots, disturbances, war, strikes, lockouts, terrorism, epidemics pandemics, fire, flood hurricane, typhoon, and earthquake.

13. Dispute Resolution

This Terms of Conditions shall be governed by Singapore law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Terms of Conditions shall be referred to the Singapore International Arbitration Centre ("SIAC"), by the Rules of the SIAC as modified or amended from time to time (the "Rules") by a sole arbitrator appointed by the mutual agreement of you and ANTBUILDZ (the "Arbitrator"). If the USER and ANTBUILDZ are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of SIAC by the Rules. The seat and venue of the arbitration shall be Singapore, in the English language and the fees of the Arbitrator shall be borne by USER. USER may also choose a mode of alternative dispute resolution such as the Small Claims Tribunal and/or Singapore Mediation Centre, subject to their respective rules and guidelines.

In the event of the SELLER's violation of the terms and services outlined in the Agreement, the SELLER grants ANTBUILDZ irrevocable authorisation to disclose the SELLER's information and data to the BUYER, granting the BUYER the right to seek direct recourse against the SELLER.

It is explicitly stated that ANTBUILDZ shall not assume any liability whatsoever to provide compensation to any party for any costs, losses, or damages incurred due to the provision of false, incomplete, misleading, or inaccurate information.

14. Violation Of Our Terms Of Service

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Violations of this Agreement may lead to various actions, including, but not limited to, the following:

- a. Listing deletion
- b. Limits placed on Account privileges
- c. Account suspension and subsequent termination
- d. Criminal charges
- e. Civil actions such as a claim for damages and/or interim or injunctive relief
- f. Withholding of Payment to cover additional charges incurred

The SELLER acknowledges that the Transaction is reliant upon the provisions stated in Clause 1.2 and Clause 2. These clauses form the basis of the BUYER's obligations to purchase the EQUIPMENT. In the event of any material violation of these clauses that cannot be rectified, and notwithstanding any contrary provisions herein, ANTBUILDZ reserves the right to terminate the Transaction or to initiate legal actions against the SELLER for any breaches of the Agreement.

15. Indemnification

The BUYER and SELLER shall indemnify and hold ANTBUILDZ harmless from and against all claims, damages, losses, and expenses, including legal fees, arising out of or resulting from the purchase of the EQUIPMENT, even if such claims, damages, losses, or expenses are caused in whole or in part by any negligent act or omission of a party indemnified hereunder.

16. Notice

Any notice (Communication via platform dashboard/ email/ WhatsApp) required or otherwise given according to this Agreement shall be deemed legal.

17. Waiver

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of purchase by ANTBUILDZ does not waive ANTBUILDZ's right to enforce any provisions of this Agreement.

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.