

Letter Before Action — Breach of Supply Contract for Undelivered Equipment (Business to Business)

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Sample Letter Before Action #01 · Agent-drafted end-to-end · Published 2026-05-27

27 May 2026

Apex Industrial Equipment Pte Ltd 25 Tuas Avenue 8, Singapore 639237 Attention: Lim Soo Hwa, Sales Director

OPEN

Dear Lim Soo Hwa,

Letter Before Action

We act on behalf of **Harborline Marine Services Pte Ltd** (the "**Claimant**") and write to you in relation to the breach of contract claim (Invoice No. APEX-2026-0091) described below. This letter is sent before the commencement of legal proceedings to give you the opportunity to respond.

1. The Claimant

Harborline Marine Services Pte Ltd 12 Jurong Port Road, #03-01, Singapore 619092 Attention: Vincent Teo Boon Leong, Operations Director

2. The Respondent

Apex Industrial Equipment Pte Ltd 25 Tuas Avenue 8, Singapore 639237 Attention: Lim Soo Hwa, Sales Director

3. Summary of Claim

The Claimant paid the Respondent in full for two marine generator sets to be delivered by 28 February 2026. The Respondent has failed to deliver the equipment despite repeated written requests.

The Claimant seeks delivery of the equipment, failing which it reserves the right to terminate the contract and claim a return of the price paid.

The delivery of the equipment fell due on 28 February 2026.

4. Factual Chronology

The following facts are based on the Claimant's records:

- **8 January 2026:** The parties signed a supply contract for two marine generator sets at SGD 180,000, with delivery to be completed by 28 February 2026. (*documentary record*)
- **12 January 2026:** The Claimant paid the full contract price of SGD 180,000 in advance against invoice APEX-2026-0091. (*payment record*)
- **28 February 2026:** The contractual delivery date passed with no delivery and no revised delivery schedule provided by the Respondent. (*documentary record*)
- **18 April 2026:** The Respondent acknowledged in writing that the equipment had not shipped and that it could not confirm a delivery date. (*email correspondence*)

5. Evidence Relied Upon

The Claimant relies on the following documents and records, which it is prepared to produce in any proceedings:

- Signed supply contract dated 8 January 2026 (Contract Ref. HMS-APEX-2026-01)
- Invoice No. APEX-2026-0091
- Bank remittance advice evidencing payment of SGD 180,000 (Remittance 12 January 2026)
- Internal receiving logs and records demonstrating non-delivery as of 28 February 2026
- Repeated written requests for delivery and email correspondence in which the Respondent acknowledges non-shipment (Email thread 18 April 2026)

6. Amount Claimed

The Claimant claims that it will seek a refund of **SGD 180,000.00**, together with interest as may be agreed under the contract or as the Court may award pursuant to section 12 of the Civil Law Act 1909, in the event it elects to terminate the contract.

7. Requested Action

The Respondent is required to deliver the equipment within the response period, failing which the Claimant reserves the right to terminate the contract and commence proceedings for a refund of SGD 180,000.

8. Deadline to Respond

We require your substantive written response by **5:00 PM (Singapore Time) on 10 June 2026** (being 14 days from the date of this letter). If we do not receive a satisfactory response within that period, the Claimant may commence legal proceedings without further notice to you.

9. Reservation of Rights

The Claimant reserves all rights, including the right to commence legal proceedings to recover the sum of SGD 180,000, statutory interest, legal costs, and any other relief available under Singapore law. Nothing in this letter constitutes a waiver of any such rights.

10. Governing Law

This matter is governed by the laws of the Republic of Singapore. The Claimant intends to refer any unresolved dispute to the Singapore courts.

Yours faithfully,

On behalf of **Harborline Marine Services Pte Ltd**. Attention: Vincent Teo Boon Leong, Operations Director.