

## TERMS AND CONDITIONS OF SALES

### GENERAL

1. The following Terms and Conditions apply to all our quotations, sales and deliveries.
2. Any variation of these Terms and Conditions in any forms of document of the Buyer is inapplicable unless accepted in writing by the Supplier.
3. The Supplier reserves the right to amend these Terms and Conditions without prior notice to the Buyer.
4. These Conditions shall be subject to and construed in accordance with the Laws of The Hong Kong Special Administrative Region of the People's Republic of China.
5. Save and except as herein before expressly provided, the provisions of the Sale of Goods Ordinance Cap. 26 shall be applicable to the Sales Order.

### QUOTATION AND CONTRACT

6. Orders cannot be cancelled or modified upon acceptance and signing of the quotation, except with the Supplier's consent and upon terms which indemnify the Supplier against all loss.
7. The Buyer's Sales Order is not necessarily deemed to have been accepted by the Supplier.
8. Goods purchased cannot be exchanged or returned.
9. If for any reason whatsoever, the manufacturers should make any changes in their specifications or models or should discontinue the production of the model or material offered under the Sales Order, the Supplier assumes no

responsibility to deliver under such circumstances but the Supplier agrees in such a case to deliver the current model or material which is closest in line with that specified in the Sales Order.

## PRICES

10. The Supplier reserves the right to increase or decrease, as the case may be, the price of the goods specified in the Sales Order according to prevailing circumstances beyond its control, including but not limited to the event of war, civil commotion, strikes, floods, pandemic, resulting in changes either to the manufacturers' cost, increased freight rates or insurance costs.

## DELIVERY

11. Any time or date for delivery named by the Supplier is an estimate only and the Supplier shall not be liable for the consequences of any delay.
12. The Supplier reserves the right to deliver the goods in instalments and to deliver a separate invoice in respect of each instalment.
13. Delivery will not be made before payment has been received.
14. The Supplier will not be held responsible for delay in shipment or delivery due to war, civil commotions, strikes, floods, pandemic or any other circumstances beyond its control. Further, the Supplier shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of such events or happenings.
15. Where a period is named for delivery and such period is not extended by mutual consent in writing, the Buyer shall take delivery within that period.
16. If the Buyer fails to take delivery when the goods specified in the Sales Order are ready, the Supplier reserves the right to charge for storage at the current

market rate in addition to other remedies including handling charges which the Supplier may have against the Buyer.

17. Risk and liability in respect of the goods shall pass to the Buyer upon delivery or upon collection of the goods from Supplier's warehouse as the case may be, unless otherwise agreed that risk shall pass earlier.

18. The Buyer shall be deemed to have accepted the goods upon acceptance of delivery of the goods and/ or upon the Buyer's inspection of the goods and acknowledging receipt of such goods in good order.

## **PAYMENT**

19. The time mentioned within which the Buyer is to pay for the goods shall be of the essence.

20. All Sales Orders are strictly net cash against invoice and are exclusive of any taxes levies or duties unless otherwise stated.

21. Should default be made by the Buyer in paying any sum due hereunder as and when it becomes due, the Supplier shall have the right either to suspend all further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder, and the Buyer shall be responsible for any loss and/ or expense as may be incurred or suffered by the Supplier as a result of the cancellation.

## **TITLE**

22. The title to the goods sold hereunder remains with the Supplier until the full amount of the purchase price is paid to the Supplier.

## WARRANTY

23. All goods are sold with 1 year warranty and subject to the manufacturers' scope of warranty and in accordance with the manufacturers' specifications at the date of sale.

24. The scope of warranty does not apply to:

(i) electronic component, lamps and other parts or components which must be replaced within the scope of regular maintenance;

(ii) goods that were not assembled or installed strictly in accordance with manufacturer's instructions;

(iii) alterations or additions to the goods without respective manufacturer's consent.

25. No warranty condition description or representation on the part of the Supplier is given or implied hereby, nor is any warranty condition description or representation to be taken to have been given or implied from anything said or written in the negotiations between the parties or their representatives prior hereto, and any statutory or other warranty condition or description express or implied as to the state of quality or fitness of the goods is hereby expressly excluded.

26. No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Supplier.

## LIABILITY

27. The Buyer shall indemnify the Supplier against all damages, penalties, costs and expenses to which the Supplier may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any letters patent or registered design.
28. (a) The Supplier shall not be responsible for damage injury or loss of any kind whatsoever to any property or persons howsoever caused arising from the use of electricity or otherwise in connection with the erection or use of the goods supplied or generally in connection with or arising out of the installation of the goods. (b) The Supplier shall not be responsible for any additional risks which the Buyer's insurance company may consider to have been undertaken by reason of the delivery and/ or installation and/ or use of the goods supplied.
29. If the Buyer shall make default in or commit a breach of the contract or of any other of his obligations to the Supplier, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Supplier shall have the right forthwith to determine any contract then subsisting and any subsisting contract shall be deemed to have been determined without prejudice to any claim or right the Supplier may otherwise make or exercise.
30. Nothing in this Contract confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any term of the Contract.