



THE GENERAL SALES CONDITIONS

(1) APPLICABILITY: This THE GENERAL SALES CONDITIONS applies to all quotations and invoices issued by us.

(2) ACCEPTANCE: If you intend to purchase our services (collectively referred to as **the “services”**, individually referred to as a **“service”**) and the products (collectively referred to as **the “products”**, individually referred to as a **“product”**) listed in a quotation (**“the Quotation”**), issued by us, you shall accept the Quotation as follows:-

(a) To accept the Quotation, you shall either (i) issue and send us a purchase order without any terms attempting to modify or modifying the terms stated in the Quotation and those stated herein, or (ii) sign and send the Quotation to us, by fax or post. If you are a company, your purchase order (for (a)(i)) or the Quotation (for a(ii)) shall be signed by an authorized person and stamped with Buyer's company's chop; If your are a partnership, it shall be signed by a partner and stamped with Buyer's partnership's chop.

(b) The acceptance specified in sub-clause (a) shall be absolute and unqualified. Otherwise, the acceptance shall be invalid, and if so, the Seller may issue an invoice (**“the Invoice”**) (listing the products, the services and the prices as listed in the Quotation) to the Buyer for the Buyer to accept, and the acceptance shall be absolute and unqualified and by way of paying the prices therein in accordance with the payment term.

(c) Upon your acceptance as per sub-clauses (a) and (b) above, the Quotation / the Invoice will become an agreement (**“the Agreement”**) between you as a buyer (**“the Buyer”**) and us as a seller (**“the Seller”**).

(d) No changes to the terms of the Agreement shall be binding unless specifically agreed to in writing by Seller.

(e) To avoid doubt, any methods to accept the Quotation / the Invoice other than that in sub-clause (a) and (b) above shall be invalid.

3. DELIVERY AND SHIPMENT OF PRODUCTS:

(a) Unless otherwise specified by the Seller in writing, delivery of the products shall be ex-works (INCOTERMS 2010) at the manufacturer's factory or warehouse.

(b) Upon the parties' entering into the Agreement, the Seller shall notify the Buyer of the estimated time for delivery. Seller shall endeavour to meet the estimated time, but shall not be liable for any delay in delivery or any damages resulting from any delay in delivery.

(c) Upon the delivery, all risk of loss of the products or damage thereto shall pass to the Buyer and shall be borne by the Buyer. Title of the products shall pass to the Buyer upon the Buyer's making full payment for the products as per the Agreement.

(d) All shipment costs shall be borne by the Buyer, and the Seller will select the method of shipment, unless the Buyer does so in writing at least 10 days prior to the delivery. If the Seller, as a courtesy to



Buyer, agrees to arrange a carriage on behalf of the Buyer, the Buyer shall be responsible for all transportation, brokerage, handling and other charges incurred thereby or in relation thereto, and shall pay the Seller all such costs immediately upon receiving Seller's demand.

(e) Insurance to cover all shipments shall be the responsibility of the Buyer.

4. PACKAGING OF PRODUCTS: Unless otherwise specified by the Seller in writing, the products shall be packaged for shipment in accordance with the Seller's standard practices.

5. PAYMENT: Upon the parties' entering into the Agreement, the Buyer shall (1) pay the Seller 30% of the total amount of the agreed prices at the time of the Agreement and (2) the balance, i.e. the other 70%, before the delivery.

6. TAXES: In addition to the agreed prices in the Agreement, any and all taxes (not including income tax) which may be imposed by any taxing authority, arising from the sale, delivery, or use of the Items, and for which the Seller may be held responsible for collection or payment on behalf of the Seller or the Buyer, shall be paid by the Buyer to the Seller upon the Seller's demand. In lieu thereof, the Buyer may provide the Seller with an appropriate tax exemption certificate acceptable to the taxing authorities.

7. STORAGE, INSTALLATION, SETUP, OPERATION AND MAINTENANCE OF PRODUCTS: When the Buyer is in possession of the products, the Buyer shall be responsible for (1) storing, installing, setting up, operating and maintaining the products and (2) the costs thereof.

8. WARRANTY: For a product which has been delivered to the Buyer, title of which has been passed to the Buyer, and which the Buyer properly stores, installs, sets-up, operates and maintains:-

(a) the Seller warrants ("**the Warranty**") that the product shall substantially comply with the technical specifications set out by the manufacturer, and shall be free from defects in materials and workmanship ("**the defects**") for a period of ONE YEAR (if the product is not a battery) / THREE MONTHS (if the product is a battery) from the date of the delivery ("**the Warranty Period**").

(b) During the Warranty Period,

- (i) if the product does not comply with the technical specifications set out by the manufacturer or has the defects, the Buyer shall, within the Warranty Period, send a written warranty claim and the product to the Seller at the Buyer's own costs. The Seller shall, at its sole discretion, either repair or replace the product and return the repaired product or the replacement to the Buyer at the Seller's own costs ("**the Repair & Replacement Remedy**").
- (ii) if the product does not have defects, but the Buyer finds that the product does not conform with a technical specification set out by the manufacturer, and such the non-conformity cannot be rectified by the Repair & Replacement Remedy, this shall not be regarded as a breach of contract by the Seller, and the Buyer shall, within the Warranty Period, describe the non-conformity in writing to the Seller, which shall, as soon as possible, send the description to the manufacturer, seek solutions from the manufacturer and provide the solutions (if made available by the



manufacturer) to the Buyer (“**the Solution Remedy**”).

(c) Sub-clauses (a) and (b) apply to the repaired product and the replacement, but the Warranty Period is changed as follows: the remaining duration of the Warranty Period or **NINETY (90) DAYS** from the date of the return, whichever is longer.

(d) If a product has been repaired, altered, or modified in any manner by persons other than the Seller or the Seller’s authorized service center, the Warranty shall not applied to such the product, and the Buyer is not entitled to any warranty claims to the Seller.

(e) The Repair & Replacement Remedy and the Solution Remedy are the Seller’s sole obligations, and the Buyer’s sole and exclusive remedies, for all defect claims and all non-conformity warranty claims, for which the Seller have no other liabilities to the Buyer.

(f) The Seller **DISCLAIMS** any and all other warranties, express, implied and statutory with respect to the products including implied warranties of merchantability, fitness for a particular purpose, non-infringement and title.

9. REQUEST FOR SERVICING: If a product is not covered under the Warranty, the Buyer may request the Seller to evaluate (“**evaluation**”) and/or service (“**servicing**”) the product, which the Seller may agree to do in its sole discretion. Before the Buyer sends the product for evaluation and/or servicing, the Buyer must contact the Seller to request an evaluation and obtain an RMA. The Buyer is solely responsible for complying with all RMA instructions provided by the Seller including but not limiting to adequately packaging the product, sending the product to the Seller and for all packaging and sending costs. Upon the Seller’s receipt of the product, the Seller will evaluate the product and contact the Buyer regarding the feasibility of and the costs and fees associated with the Buyer’s request. The Buyer shall be responsible for the reasonable costs of servicing authorized by the Buyer and for the costs of packaging and returning the product to the Buyer. The Seller only warrants that any product which has been serviced shall be free from defects in materials and workmanship for **SIXTY (60) DAYS** from the date of return.

10. SPARE PARTS: Upon delivery of the products to the Buyer, the Seller shall request the manufacturer to, during the Warranty Period, keep adequate stock of spare parts for the products. The spare parts availability and cost of the spare parts is subject to manufacturer’s spare part policy and their sole discretion.

11. INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RELIEF FROM LIABILITY:

(a) The Seller shall not be liable for any **INCIDENTAL, SPECIAL or CONSEQUENTIAL** damages / damages of any nature with respect to any products, any services rendered or any failure to meet delivery schedules.

(b) In no event will the Seller be liable under the Agreement beyond **FIVE Percentage (5%)** of the total amount of the agreed prices.

12. CAUSES BEYOND SELLER'S CONTROL:



(a) The Seller shall not be liable for any delay in delivery of the products or failure to deliver / manufacture the products or to complete performance of the services due to or attributable to causes beyond the Seller's control.

(b) If such the delay or failure happens,

- (i) this shall not be regarded as a breach of contract or incur any liability;
- (ii) for the delay, the date of delivery shall be deferred for a period equal to the time lost due to the delay;
- (iii) for the failure, the Seller shall be entitled at its option (to be notified in writing to the Buyer) either to terminate the Agreement, which shall not be regarded as a breach of contract or incur any liability, or without any liability to extend the time or times for performing the Agreement or any part thereof by a period equal to the time lost due to the causes.

13. EXPORT: The products are subject to any applicable export laws, regulations and policies.

14. FORCE MAJEURE:

(a) If a party hereto is prevented or delayed (directly or indirectly) from performing the Agreement or any part thereof on the agreed date by reason of act(s) of God, war, embargo, riot(s), strike(s), lockout(s), trade dispute(s), fire(s), floods, break-down, inclement weather, interruption of transport, bad traffic, Government action, court order, request from competent authority or by any cause whatsoever (whether or not of like nature to those specified above) (“**the Force Majeure**”), the party shall be under no liability whatsoever to the other party and shall be entitled at its option (to be notified in writing to the other party) either to terminate the Agreement, which shall not be regarded as a breach of contract or incur any liability, or without any liability to extend the time or times for performing the Agreement or any part thereof by a period equivalent to that during which such performance has been prevented by any of the restrictions referred to above.

(b) If the Force Majeure prevails for a continuous period in excess of **SIX (6) months**, without prejudice to the right of termination or extension specified above, the parties may enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

15. UNENFORCEABILITY: Any term of the Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be of no effect to the extent of such prohibition or unenforceability without invalidating the remaining terms hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term in any other jurisdiction.

16. CHANGE OF TERM: No term of the Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.



17. ENTIRE AGREEMENT: The terms of the Agreement, including the appendices hereto (if any), constitute the entire agreement between the parties hereto. The agreement shall supersede all previous communications, either oral or written, between the parties. Amendments modifying or extending the Agreement shall be binding upon both parties only if in writing and signed by the parties hereto.

18. GOVERNING LAW: The Agreement are interpreted, enforced and governed by the laws of Hong Kong. The language of the Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the parties hereto.

19. JURISDICTION: The courts of Hong Kong shall have exclusive jurisdiction to settle any disputes arising out of or in connection with the Agreement.

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