

1. For online customer and goods ordered online, the terms and conditions appearing hereunder shall not be applicable.
2. These terms and conditions apply to all goods ("**Goods**") sold by Seller to Buyer and shall govern the relevant sales contract ("**Contract**") to the exclusion of all other terms and unless Seller expressly agrees to them in writing. No conduct by Seller shall be deemed to constitute acceptance of any terms and conditions put forward by Buyer.
3. All prices of Goods published by Seller are intended to be for general information only and are subject to change without prior notice. Such prices are only valid if the official HSBC spot exchange rate for US\$:HK\$ is within 5% of 7.8.
4. The price of the Goods will be as set out in the relevant sales quotation or sales contract as accepted and agreed between Buyer and Seller ("**Purchase Price**").
5. Unless otherwise agreed in the sales quotation or sales contract, payment of Purchase Price is to be made by an initial non-refundable deposit of 50% before the delivery of the Goods. Such deposit will become immediately due upon presentation of invoice by Seller. The balance shall be due and payable upon delivery of the Goods and presentation of invoice by Seller.
6. Seller is not obliged to perform any of its obligations set out in the relevant Contract until Buyer has paid the initial deposit as stipulated.
7. All sales quotations will automatically expire 15 calendar days from the date issued unless otherwise agreed and may be terminated by Seller within such period by written notice to Buyer.
8. Buyer shall not be entitled to deduct, set-off or to withhold payment of any part or all of Purchase Price for any reason whatsoever.
9. If Buyer fails to pay the Purchase Price in full by the date when it has become due ("**Due Date**"), then without prejudice to any other right or remedy available to Seller, Buyer shall pay interest on the total overdue amount at the rate of 2% per month. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the total overdue amount, whether before or after judgment.
10. Should Buyer default in paying any sum due under this Contract as and when such sum becomes due, Seller shall have the right either to (i) suspend further deliveries and/or cease any services on site until the default be made good or (ii) immediately cancel this Contract in respect of any balance of Goods then due for delivery and/or installation then due for completion.
11. Where no quotation is signed between Seller and Buyer, no purchase order placed by Buyer shall be deemed to be accepted by Seller until a written acknowledgement of order is issued by Seller or (if earlier) Seller delivers the Goods to Buyer.
12. The Goods may be delivered in one or more installments at different times or dates. Any time or date for delivery of any one or all installments of the Goods provided by Seller is given in good faith but is an estimate only. Late or non-delivery of any one or more of the installments shall not entitle Buyer to treat this Contract as repudiated and shall not affect Buyer's obligation to receive and pay for the delivered installments. Seller shall not be liable for any losses or damages, whether directly or indirectly, arising out of any delay in delivery or non-delivery however caused.
13. Unless otherwise agreed, if Buyer refuses or fails to take delivery of the Goods (otherwise than by reason of Seller's default) after 30 days of the expected delivery date, then without prejudice to any other right or remedy available to Seller, Seller may: (i) terminate this contract with immediate effect and retain the Purchase Price or deposit paid by Buyer as liquidated damages; (ii) recover damages from Buyer for any and all losses suffered as a result of Buyer's breach or termination; (iii) sell the Goods at the best price readily obtainable and charge Buyer for any shortfall below the Purchase Price; or (iv) arrange for the storage of the Goods at Buyer's risk and cost and Buyer shall reimburse Seller for all expenses incurred in connection with that storage until actual delivery, including insurance.
14. Title to the Goods shall remain with Seller until Seller receives full payment of Purchase Price after which the title to the Goods shall then vest in Buyer. If before title to the Goods passes to Buyer, Buyer becomes subject to any of the events in clause 21(a) to (h) then, without limiting any other right or remedy Seller may have, Seller may at any time require Buyer to deliver up such Goods and, if Buyer fails to do so promptly, enter any premises of Buyer or of any third party where the relevant Goods are stored or located in order to recover them. Seller shall further have the right to recover from Buyer the balance of the Purchase Price of the Goods and other sums payable under the Contract after giving credit to the net proceeds of sale of any Goods so repossessed and taking into account any damages caused to the repossessed Goods and any depreciation in value of such Goods. Notwithstanding the aforesaid, the Buyer shall assume the risks of the Goods upon delivery.
15. Buyer shall not acquire any right or title to trademarks, design, copyright, patents or any other intellectual property rights in the Goods. These rights shall remain with the manufacturers of the Goods concerned. Goods, which are software products, are sold subject to the terms and conditions of their respective manufacturer's license agreement.
16. Buyer shall be deemed to have accepted the Goods unless within 7 days from the date of delivery or completion of normal installation procedures (if Seller has assumed installation responsibility), it gives Seller notice of any defect in the quality or condition of the Goods or of their failure to correspond with any specification or description.
17. Seller will and subject to the manufacturers' terms and conditions, pass through to Buyer the manufacturer's warranty where applicable. Such warranty shall not apply to Goods whose serial numbers have been altered or removed, nor to Goods which are damaged due to abuse, neglect, operation under abnormal environmental conditions or repair other than as authorised by Seller.
18. Unless otherwise provided in the Contract, Seller makes no other warranties, whether express or implied,

including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and all such warranties are expressly excluded to the extent permitted by law.

19. To the extent permitted by law, Seller's total liability to Buyer arising under or in connection with this Contract, whether arising in contract or in tort (including negligence), shall be limited to HK\$15,000 or the Purchase Price under the sales quotation or sales contract, whichever is lower.

20. Subject to the cap stated in Clause 19, Seller shall not be liable for any losses, damages, costs and expenses directly or indirectly suffered by Buyer (including but without limitation to, loss of profits, loss of savings, loss of goodwill, loss of revenue or loss of contracts incurred by Buyer, whether anticipated or actual, or any special indirect or consequential damages of any nature whatsoever) or any action, claims and proceedings taken against Buyer by any third party or parties in connection with, incidental to and consequential upon the purchase, operation and use of the Goods, including but without limitation to, any losses and damages resulting from the interruption or failure in the operation of the Goods.

21. Seller shall be entitled to terminate a Contract with immediate effect by giving written notice to Buyer if:

- (a) Buyer fails to pay any sum under this Contract on its Due Date and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) Buyer suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent or unable to pay its debts as they fall due for payment or admits inability to pay its debts; or
- (c) Buyer enters into any composition or arrangement with its creditors; or
- (d) an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of Buyer; or
- (e) any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over or in respect of Buyer or any part of its business or assets; or
- (f) any distress or execution is levied upon any of Buyer's property; or
- (g) any Force Majeure Event prevents Seller from performing its obligations under this Contract for any continuous period of 90 days; or
- (h) Buyer is in breach of a Contract and fails to remedy the breach within 14 days after being notified in writing by Seller of such breach.

22. Upon termination pursuant to Clause 21 above, Seller shall have the right to (i) suspend further deliveries, (ii) cease any services on site and/or (iii) retain any deposit paid by Buyer regarding the Goods.

23. Termination of a Contract shall not prejudice any of the parties' right and remedy which have accrued as at termination.

24. Buyer shall indemnify and hold Seller harmless against all damages, penalties, costs and expenses to which Seller may become liable as result of (i) any

failure or breach by Buyer of its obligations under this Contract; (ii) negligence, default or misuse of the Goods by or on the part of Buyer. This indemnity shall extend to all losses or expenses incurred by Seller and shall survive completion or termination of a Contract.

25. If Buyer fails to pay pursuant to a Contract, Seller shall be entitled to a (i) lien on Goods which have been paid by Buyer but not yet delivered; (ii) a right to sell such Goods on such terms as Seller sees fit; and (iii) to retain from the proceeds of sale sufficient to pay all monies due from Buyer to Seller (including any costs incurred in putting the goods into a saleable state and the expenses of the sale), for the unpaid Purchase Price of any Goods sold or delivered to Buyer under the same or any other contract.

26. Buyer shall not assign or transfer any rights or benefits pursuant to this Contract without Seller's prior written consent.

27. Unless expressly exempted by Seller in writing, Buyer (i) undertakes not to, (ii) shall ensure that persons under its control shall not, and (iii) shall use all reasonable endeavours to ensure that any persons Buyer resells the Goods shall not, directly or indirectly export the Goods from Hong Kong Special Administrative Region ("**Hong Kong**"), resell the Goods in any other country and/or resell the Goods to a customer where the effect of such sale would result in the Goods being located outside Hong Kong.

28. Certain Goods under this Contract may be classified as a "**controlled goods**" under the laws of the government of the country of origin of the Goods ("**Government**"). Goods so classified may not, at any time, be sold, leased, exchanged, loaned, given, transferred or shipped by any means to certain countries without the prior approval of the Government. Sale of such Goods is subject to these restrictions. Failure by any party to comply with these restrictions may result in severe penalties imposed on that party.

29. Neither party to this Contract shall be under any liability to the other for any failure to carry out, or delay in carrying out, any of its obligations under this Contract due to Force Majeure provided that the relevant party promptly gives the other party notice of the occurrence of Force Majeure. In this Contract, "**Force Majeure**" means circumstances beyond the reasonable control of a party which is not the result of an intentional or negligent act or omission of the party, which circumstances include but without limitation to: acts of God and any natural disaster, acts of war, epidemics, civil commotions, sabotage, theft, acts or omissions of any local, state, national or governmental authority and strikes or other industrial actions or trade disputes of whatever nature.

30. This Contract constitutes the entire agreement of the parties and supersedes any previous contracts, arrangements, understandings and negotiations between them relating to the subject matter of this Contract. No additional terms communicated by Buyer at any time shall apply unless Seller expressly agrees in writing; in particular, nothing contained in any purchase order or agreement submitted by Buyer shall in any way modify or add any terms or conditions to such purchase.

31. Buyer agrees that all information and documentation

provided to Seller pursuant to this Contract may be used by Seller or Seller's authorised agents for the purpose of implementation and enforcement of this Contract; made available to appropriate persons in Seller's parent and affiliated companies (local and overseas); supplied to any agent, contractor or third party who provides administrative or other services to Seller or Seller's affiliated companies (local or overseas) and who has a duty of confidentiality to Seller; and disclosed to any government departments or other regulatory authorities in Hong Kong or elsewhere.

32. Where Buyer has incurred a liability to Seller under this Contract or otherwise to any of Seller's affiliates and whether such liability is liquidated or unliquidated, Seller may deduct or set-off the amount of such liability against any sum that would otherwise be due to Buyer under this Contract.

33. A notice, approval, consents or other communication in connection with this Contract ("**Notice**") shall be in writing and be signed by an authorized person of the party giving it. Notice takes effect from the time it is received unless a later time is specified in it.

34. If any provision of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, the other provisions shall remain in force.

35. No forbearance, delay or indulgence by Seller in exercising any right or remedy provide under these terms and conditions shall prejudice or restrict the rights of Seller, nor shall it (i) constitute a waiver of such right or remedy or (ii) prevent any future exercise or enforcement of such right or remedy and each such right, power or remedy shall be cumulative.

36. This Contract and the transactions contemplated by it are governed by the law in force in Hong Kong. The parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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