



Address.: Unit 2, 10/F, Block A, MP Industrial Centre,
18 Ka Yip St., Chai Wan, H.K.
(Tel: 2140 9101 Fax: 2975 2772)
<http://www.printritehk.com> Email: info@anj.com.hk

TERMS AND CONDITIONS OF SALES IN HONG KONG AND MACAU

(Version 1)

EFFECTIVE: 6 April, 2009

1. DEFINITIONS

- 1.1 In these Conditions the following expressions shall bear the following meaning:- “*Buyer*” means the person who or the firm or company which has agreed to buy the Goods from the Seller; “*Conditions*” means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any amendments or additional terms and conditions duly agreed in writing between the Seller and the Buyer; “*Contract*” means the contract of the sale and supply of the Goods in accordance with these Conditions; “*Goods*” means the Goods (including any instalment or part of the Goods) agreed to be sold by the Seller to the Buyer and agreed to be purchased by the Buyer from the Seller; “*Price*” means the price of the Goods, including, where applicable, additional packaging, transportation and legal compliance costs; and “*Seller*” means A & J Technology Limited.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions apply to all Contracts for sale of Goods by the Seller. Any amendments to which may only be binding and take effect upon clear agreement in writing between the Buyer and the Seller through their duly authorized representations.

3. PRICE OF THE GOODS

- 3.1 The Seller reserves the right, on notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Seller which is due to any acts of God, riots, civil commotions, insurrections, wars, or by any strikes and other factors beyond the control of the Seller (“*Force Majeure*”), changes in the costs of raw materials or component parts, any change in delivery dates or quantities which is requested by the Buyer, or any delay caused by any instructions or conduct of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 3.2 Save as otherwise stated on the quotation, all payments are due within 30 days of the issuance of the invoice. Default interest on each overdue payment to the Seller is payable by the Buyer to the Seller from the due date to the date of full and complete payment at the rate of 2% per month, before and after judgment.

All brand names and trademarks are the properties of their respective holders and are referred to here for descriptive purposes only. We are not associated with any printer and / or original printing supplies manufacturer.

CONFIDENTIALITY NOTICE

The letter together with any attachment, containing information that is confidential, is intended only for the use of the individual and entity to which it is addressed. If you are not the intended recipient(s), you are hereby notified that any disclosure, distribution, usage, copying or dissemination of this letter or any attachment or its content, is strictly prohibited. If you have received this letter in error, please notify the sender immediately by telephone, fax or email and immediately delete this letter, together with all the attachment, from your record.



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4. DELIVERY, RISK AND PROPERTY

- 4.1 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered to customer's warehouse, office or a designated receiving location.
- 4.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any early or late delivery of the Goods howsoever caused.
- 4.3 Risk of damage to or loss of the Goods shall immediately pass to the Buyer upon delivery of the Goods to the Buyer.
- 4.4 If the Buyer fails to take delivery of the Goods (whether or not tendered by instalments) or fails to enable the Seller to make delivery (whether by refusal or failure to provide any instruction, document, license, authorized or otherwise), delivery shall be deemed to have taken place upon the Seller giving notice to the Buyer of such deemed delivery whereupon risk in the Goods shall pass immediately to the Buyer.
- 4.5 Buyer shall pay in full the Price for all Goods on or before the date specified on the invoice or, if no date is specified, then within 30 days of the date of the invoice. The property in the Goods shall not pass to the Buyer until all amounts payable in respect of the Goods to the Seller by the Buyer is received in full by the Seller.
- 4.6 Buyer shall not pack any imaging product of any company other than the Seller's in the original packaging with registered trademarks provided by Seller to the Buyer for resell or reuse purpose.

5. WARRANTIES

- 5.1 The Seller warrants that the Goods will be free from defects in material and workmanship for a period of 12 months from delivery or such other warranty period specifically agreed between the parties in writing Provided that the warranty is given by the Seller subject to the following:-
 - 5.1.1 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's written approval; and
 - 5.1.2 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price has not been paid by the due date for payment.
- 5.2 With the exception of the warranties and Conditions set forth herein, all other warranties and conditions are excluded, whether implied by statute or otherwise provided that nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as consumer.

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- 5.3 Except in respect of death or personal injury caused by the Seller's negligence, in no event shall the Seller be liable to the Buyer or any third party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any direct, consequential, indirect, incidental or special damages whatsoever, including without limitation, damages for loss of business profits, business interruption, loss of business information, and the like, arising out of the use of or inability to use the Goods, even if the Seller has been advised of the possibility of such damages.
- 5.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller will at its option either replace the Goods (or the part in question) free of charge or refund to the Buyer the Price of the Goods (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.
6. **GENERAL**
- 6.1 The Seller's liability to the Buyer, whether for any breach of contract or otherwise, shall not in any event exceed an amount equal to the Price and the Seller shall be under no liability whatsoever for any direct loss and/or expense or indirect loss and/or expense suffered by the Buyer or liability to third parties incurred by the Buyer.
- 6.2 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.
- 6.3 All Goods sold in retail packaging may be resold by the Buyer only in the intact packaging supplied by the Seller and in no case may any trademark other than those applied by the Seller be marked on or applied in relation to the Goods.
- 6.4 No right or licence is granted under the Contract to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or resell the Goods.
- 6.5 The Seller may, by written notice to the Buyer, cancel the Contract at any time before the Goods are delivered. On giving such written notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price but shall not be liable for any loss or damage whatever arising from such cancellation.

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- 6.6 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. A notice so given shall be deemed to be effective on personal delivery at the time of delivery or if posted 48 hours after posting.
- 6.7 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered to be a waiver of any subsequent breach of the same or any other provision.
- 6.8 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 6.9 The Contract and its performance shall be governed by the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 6.10 These Conditions, together with the applicable quotation, invoice, tender document or Contract, constitute the entire understanding between the parties with respect to the subject matter thereof, superseding all negotiations, prior discussions and preliminary agreements, if any. If any term of these Conditions, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of these Conditions or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term hereof shall be valid and enforceable to the fullest extent permitted by applicable law.
- 7. ENGLISH VERSION PREVAILS**
- 7.1 If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

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條款及細則(港澳銷售)

第一版

生效日期: 2009 年 4 月 6 日

(中文譯本)

定義

- 1.1 在本條款及細則中下列詞句應有下列含義:- “買方”指已同意向賣方購買貨品的個人或公司; “細則”指按本文所載的標準購買條款及細則, (除文意另有所指外)包括已由買賣雙方書面同意的任何修改或附加的條款及細則; “合同”指根據本細則訂立的貨品銷售或貨品供應合同; “貨品”指賣方同意售賣給買方以及買方同意由賣方購買之貨品(包括分期交付之貨品); “貨價”指貨品的價格包括(如適用)附加包裝、運輸、和法律遵從成本; 以及“賣方”指安捷洋行有限公司。

細則適用範圍

- 2.1 本細則適用於所有由賣方訂立的貨品銷售合同。對本細則的任何修改需經由買賣雙方通過他們的授權代表以書面方式協議使之生效及具約束力。

貨價

- 3.1 於送貨前任何時間給與買方通知的情況下, 賣方保留加價之權利以反映任何由於自然災害、暴動、內亂、叛亂、戰爭、或任何罷工和其他超出賣方控制的因素(“不可抗力”), 原材料或零部件的成本變動, 任何應買方要求而變更的送貨日期或數量, 或因買方任何指示或行爲或買方不給與賣方充足或準確資料或指示而引致的任何延誤等等從而增加賣方成本。
- 3.2 除報價單另有所指外, 所有貨款均於發票發出後 30 日內到期。每項對賣方逾期貨款的違約利息是爲每月 2%, 由買方應付賣方, 利息日期是自貨款到期日起, 直到貨款完全繳清日爲止, 包括在判決前和後。

送貨、風險和產權

- 4.1 除買賣雙方書面同意外, 貨品應送到顧客的倉庫、辦公室、或指定收貨地點。
- 4.2 任何引用於送貨的日期均只爲大約日期。任何提早或延期送貨不論如何發生, 賣方恕不負任何責任。
- 4.3 貨品送達到買方時, 損壞或損失的風險應即時轉移至買方。

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- 4.4 如買方不收取貨品(不論分期奉上與否)或不能使賣方送貨(不論因拒絕或沒有提供任何指示、文件、許可、授權、或其他原因),於賣方給與買方通知時貨品應被視為已送達,而貨品的風險應即時轉移至買方。
- 4.5 買方應於在發票上註明的日期或之前繳清貨款,如沒有該日期,則為發票日起 30 日內。貨品之產權不會轉移至買方直到賣方收到應由買方支付給賣方所有關於貨品的款項。
- 4.6 買方不應使用由賣方提供給買方的任何連註冊商標的原本包裝,用作包裝其他公司打印耗材產品作再售賣或再使用。

保證

- 5.1 自送貨日起 12 個月內或其他買賣雙方特別同意的保證期內,賣方保證貨品在材料和工藝並無缺陷。由賣方提供的保證需按照以下列條件:-
 - 5.1.1 關於因正常使用所導致的損壞,疏忽,異常的工作條件,沒有依從賣方的指示(不論是口頭或書面),沒有賣方書面核准而不正當使用,變更或修理貨品而引起的缺陷,賣方恕不負任何責任。
 - 5.1.2 如貨款到期日貨價還沒有繳清,賣方對於上述的保證(或其他保證、條件、或擔保)恕不負任何責任。
- 5.2 除於本細則的保證和本細則外,所有其他保證和條件均被排除,不論是法律默示或其他條款。但本合同並不限制或排除因賣方疏忽導致人命傷亡的責任,或影響買方為消費者時應有之法定權利。
- 5.3 除因賣方疏忽導致人命傷亡之外,在任何情況下賣方都不會對買方或第三者因任何失實陳述(除欺詐的失實陳述外),或任何默示保證條款、條件或其他條款、或普通法上的責任,或合同的明顯條款,所引致的損失而作任何直接、結果性、間接、附帶、或特殊賠償,包括但不限於因商業利潤、商業停頓、和商業資料之損失等等,和因使用或不能使用商品而賠償,儘管賣方已被建議該賠償的可能性。
- 5.4 如證實貨品是基於質量或狀態,或賣方已知悉商品沒有根據本細則依從詳細說明而確立賠償,賣方將可選擇免費更換貨品(或貨品任何部分)或退回貨價給買方(或按照貨價比例),但除上述賠償外賣方恕不負其他責任。

6. 一般條款

- 6.1 不論是違約或其他原因,在任何情況下賣方對買方應負的責任僅限於不超過貨品本身的貨價。賣方恕不對買方直接或間接的損失或買方的支出,或對因買方引起的第三者責任負責。
- 6.2 如延誤履行或不履行的原因超出賣方的合理控制範圍,因延誤履行或不履行合同或貨品的賣方責任賣方恕不對買方或違約負責。

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- 6.3 所有賣給買方的零售包裝貨品，買方可以由賣方提供的原封不動的包裝該貨品再售賣。但在任何情況下，除了賣方的商標，該貨品不能附有其他任何商標。
- 6.4 除了貨品的使用權和再售賣權外，此合同並不轉讓任何專利、商標、版權、註冊設計、或其他知識產權上的權利或許可。
- 6.5 賣方可給與買方通知，於貨品送貨前的任何時間取消合同。當給與通知後，賣方應盡快退回任何已付的貨價給買方，但賣方恕不對因取消合同而導致的任何損失或賠償負責。
- 6.6 如根據本細則買賣各方需要或准許給予另一方任何通知時，應以書面方式寄送給另一方的註冊地址、主要營業地方、或其他已知悉的地址。如以人手送遞，該通知應在送遞時當作生效。如以郵寄方式送遞，該通知應在郵寄起 48 小時後當作生效。
- 6.7 任何被賣方對買方違約的放棄，不得被視為對隨後的違約或任何其他條款的放棄。
- 6.8 如本細則的任何規定的全體或任何部分被主管當局判定為無效或不能執行，該無效或不能執行的規定不應影響該條款以外的其他規定之效力。
- 6.9 合同與合同的執行應受香港法律管轄。買賣雙方均同意從香港法院非專屬性的司法管轄。
- 6.10 本細則連同適用的報價單、發票、標書、或合同構成買賣雙方對買賣的完整協定，以及取替所有商議、之前的商討、和初步協議(如有)。如本細則任何部分或對任何人或情況的應用應為無效或不能執行時，本細則的餘下部分，或除被判定為無效或不能執行的條款以外的適用條款不應受影響。而該條款在法律允許的最大範圍內應為有效和能執行。
7. 英文版本
- 7.1 如中英文本之間有任何歧義，則應以英文本為準。

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