
TERMS AND CONDITIONS OF SALES IN HONG KONG AND MACAO

(Version 2)

EFFECTIVE: 18 December 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 Print-Rite (A&J) 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.

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.

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.

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.