

**STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS**  
**("Purchase Conditions")**



**1.** Each purchase order ("PO") we issue to you and which you duly accept shall constitute an individual contract legally binding on both you and us.

**2.** Unless otherwise specifically agreed by us in a manually signed writing, these Purchase Conditions shall be deemed to be incorporated into each PO and shall constitute the only terms and conditions applicable thereto.

**3.** Any conditions of sale proposed or deemed incorporated into a PO by you are hereby excluded insofar as they are inconsistent with these Purchase Conditions. Any such terms or conditions must be expressly accepted by us in a manually signed writing to be legally binding on us.

**4.** Nothing in these Purchase Conditions shall prejudice any condition or warranty express or implied, or any other legal remedy to which we may be entitled, in relation to goods purchased, by virtue of any statute, custom, common law, other law or regulation.

**5.** You warrant to us that all goods sold conform in all respects with drawings, specifications and other requirements or descriptions stated in the relevant PO.

**6.** You warrant to us that all goods sold comply with all relevant requirements of any applicable statute, rule, regulation, order, law or other instrument having the force of law, which may be in force when said goods are delivered to us.

**7.** You agree that time is of the essence with regard to each PO. Goods shall be delivered on the date and to the place stated in the PO, and in accordance with the instructions specified therein during normal business hours, unless arranged otherwise in advance.

**8.** In the event that any of the goods upon inspection do not conform completely in every respect with the terms of the PO and these Purchase Conditions, we shall be entitled to reject all or any of the goods and at our option, return to you or require you to replace the same at your expense, or even cancel the PO forthwith ("Rejection").

**9.** Notwithstanding Clause 8, in cases where by the nature of the goods, any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent until after use, we shall be entitled at our sole option to exercise Rejection even after a reasonable period of use or resale of the same, to the fullest extent as allowed by law, and to seek any other remedy available or afforded to us under applicable law.

**10.** Our signature, given on any delivery note, or other documentation, presented for signature in connection with delivery, is evidence only of the number of packages received. In particular, it is not proof that the correct quantity of goods has been delivered or that the goods delivered are in acceptable condition.

**11.** Without prejudice to Rejection and unless otherwise agreed, title to and the risk of loss in the goods shall only pass to us when they are delivered in accordance with Clause 7.

**12.** You warrant that neither the sale nor the use of the

goods will infringe any intellectual property rights of any third party including without limitation copyright, patent, trademark, trade secret and registered design.

**13.** You agree to indemnify us from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as aforesaid in Clause 12, and at your own expense defend or (at our option) assist in the defense of any proceedings which may be brought in that connection.

**14.** You shall indemnify us against all loss, costs, claims, demands, expenses and liabilities whatsoever which we may incur in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any willful default or neglect of ourselves) which shall have occurred in connection with any work executed by you against the PO or shall be alleged to be attributable to any defect in the goods sold by you to us, whether patent, latent or otherwise.

**15.** You shall indemnify us against any and all loss, costs, demands, expenses and liabilities whatsoever caused to us whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by you of these Purchase Conditions or of any terms or obligations on your part implied by the Sale of Goods Ordinance (Cap 26) or by any equivalent or other statute, statutory provision or common law relevant to the PO, these Purchase Conditions or to the goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise by us of Rejection.

**16.** Whenever any sum of money is recoverable from or payable by you to us as a result of the operation of any of these Purchase Conditions or any breach by you of the same, such sum may be deducted by us from any sum then due or which at any time thereafter may become due to you under any other PO or other transaction placed or entered into by us with you.

**17.** The provisions contained in each Clause of these Purchase Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid.

**18.** These Purchase Conditions set forth the entire agreement and understanding between the parties or any of them in relation to the same and supersede and cancel in all respects all previous letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties with respect to the subject matter hereof, whether such be written or oral. For the avoidance of doubt, these Purchase Conditions shall supersede any standard terms printed on any of your documents issued or to be issued to us from time to time including but not limited to your sales orders or confirmations.

**19.** These Purchase Conditions and each PO shall be governed by and construed in accordance with the laws of Hong Kong and both of us irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**20.** We reserve the right to amend these Purchase Conditions from time to time.