



## CONDITIONS OF SALE

- 1. Definitions:** In these terms and conditions "these conditions" shall mean these terms and conditions: "Fook Tin" shall mean Fook Tin Technologies Limited; "the purchaser" shall mean the person, firm or company who buys or who has agreed to buy goods; "goods" shall mean, scales, personal electronic appliances or other article(s) and shall include, without prejudice to the generality of the expression, professional services, to be sold to the Purchaser by Fook Tin; "the Order" shall mean the contract entered into by Fook Tin and the Purchaser hereby; and "liability whatsoever" shall include, without prejudice to the generality of the expression, liability in tort and in contract including liability for consequential loss (including loss of profit) or damage of any kind howsoever caused or arising.
- 2. General:** No order will be binding on Fook Tin until accepted in writing and no contracts or orders will be entered into by Fook Tin except on these Conditions. If these Conditions differ in any respect from the conditions sought to be imposed by the Purchaser this document shall constitute a counter-offer and the Purchaser's delivery instructions or acceptance of delivery of the goods or other conduct confirming the Order shall constitute the Purchaser's acceptance of Order on these conditions. These conditions can only be varied if such variation is agreed by separate letter of Fook Tin.
- 3. Quotations:** (a) Unless otherwise stated in writing, the prices quoted for the goods are exclusive of delivery charges for delivery, Value Added Tax and all applicable taxes and duties. (b) The price quoted by Fook Tin for the goods are based upon the agreed quantity and quality of the goods and the quantity in respect of each order and upon current wages and material costs. (c) Fook Tin reserves the right to vary the price of the goods and the goods will be charged at prices ruling at the date the order is accepted. (d) Fook Tin shall be entitled to adjust the price whether before or after delivery of the goods in the event of any error or omission on the part of Fook Tin affecting the price or its calculation
- 4. Delivery:** (a) Fook Tin will coordinate with Purchaser to arrange (by normal transport) for delivery of the goods to such destinations as have been notified to Fook Tin by the Purchaser. (b) If for any reason the Purchaser fails to notify Fook Tin of the place for delivery or to take delivery of any of the goods, Fook Tin shall be entitled to invoice the Purchaser for any expense incurred by Fook Tin as a consequence of the Purchaser's failure to take delivery as aforesaid. (c) The Purchaser agrees to accept the goods subject to the usage and wear resulting from their being taken to the place of delivery. (d) If the Purchaser wishes the goods to be delivered urgently and notifies Fook Tin to that effect, the Purchaser shall pay the cost of any such delivery.
- 5. Delivery Date:** Fook Tin will use all reasonable means to complete the parts of the Order within the time or by the date specified by Fook Tin and will prepare schedules in respect of such deliveries but any time or date named or accepted by Fook Tin for delivery or completion is not a condition and shall not form part of any description of the goods. Time for delivery of the goods is not, and shall not be made by the service of notice by the purchaser, of the essence of the contract.
- 6. Force Majeure:** In the event of late completion or non-performance of, or Fook Tin's inability to complete, the order through trade disputes, inclement weather, shortage of or inability to obtain, material, equipment, labour or transportation, breakdowns, acts of God or by any cause whatsoever outside its control, then and in any such case Fook Tin may vary or cancel the order or any part thereof by notice and shall be under no liability whatsoever to the Purchaser for loss or damage however arising.
- 7. Payment:** (a) Unless otherwise stated in writing, Fook Tin will invoice the goods upon confirming an Order or before delivery of goods. (b) Invoices shall become due for payment, without any deduction whatsoever, immediately upon its receipt by the Purchaser and in no case later than beginning delivery of the goods. Payment of the price on such day shall be of the essence of the contract. The payment must be received by Fook Tin in the period specified. (c) If payment is not punctually received, Fook Tin shall withhold the delivery of goods. The Purchaser shall be liable for all damages and losses suffered by Fook Tin and the Purchaser in the event of such withholding. (d) If payment is not punctually received but Fook Tin elects to delivery the goods. The payment will become immediately payable together with late payment charge accrued thereon from the date payment is due at the rate of 15 percent per annum. (e) Credit is not allowed to the Purchaser unless agreed in writing by Fook Tin and the Purchaser shall not be entitled to make any deduction from payment of the price of the goods in respect of any set-off or counter claim (whether in respect of the goods being the subject matter of this contract or other goods) unless both the validity and the amount of the deduction have been admitted by Fook Tin in writing.



Since 1963

# Fook Tin Technologies Ltd.

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13. **Default of Purchaser:** If the Purchaser commits any breach of any of these conditions or, not being a limited company, becomes bankrupt or shall have a receiving order made against him or shall make or offer to make a composition or arrangement with his creditors, or if, being a limited company, a petition shall be presented or any order made or any effective resolution passed or any other action being taken for or with a view to its liquidation or winding-up or a liquidator or receiver or similar officer shall be appointed in respect of the whole or any part of its undertaking property and assets or it shall convene a meeting for the purpose of making, or propose or enter into, any arrangement for the benefit of its creditors, then and in any such case, Fook Tin may resell the goods and any loss sustained shall be repaid to Fook Tin by the Purchaser. Fook Tin shall have a lien upon the goods for any unpaid balance due and any deposit paid shall be retained by Fook Tin.
14. **Limitation of Liability:** In no event shall the Fook Tin be liable for any incidental, special or consequential damages. Fook Tin's liability or any other claim for loss or liability arising out of or connected with these Conditions, or the manufacture, sale, delivery, resale, or use of any goods covered by these Conditions (including, but not limited to, loss or liability arising from breach of contract) shall in no case exceed the unit price of such goods or part thereof involved in the claim.
15. **Notices:** Any notice may be served on Fook Tin or the Purchaser (or if more than one on any of them on behalf of all of them) either personally or by leaving it at, or sending it by post to, Fook Tin's or the Purchaser's (as the case may be) last known residence or place of business.
16. **Patents and Copyrights:** (a) This Order for goods or this order taken together with other orders for goods over any period of time ( and whether the orders for such goods are with the Purchaser alone or not) shall not be capable of being regarded as giving the Purchaser any licence to use, or any right to, or Fook Tin waiving any of its rights in respect of, any copyright, trademark, registered name, design or other industrial property right in connection with the goods. (b) All patents, copyrights, trademarks, registered names, designs and other industrial property rights in connection with the goods shall remain Fook Tin's absolute property and the Purchaser shall not without Fook Tin's written consent use any such. (c) The Purchaser warrants that no design instruction, furnished or given by the Purchaser, shall be such as to cause Fook Tin to infringe any letters patent, copyright, registered design, or trademark or other industrial property right of any third party, and the Purchaser undertakes to indemnify and keep indemnified Fook Tin against all costs, expenses and losses suffered by Fook Tin in respect of any claim regarding such infringement.
17. **Governing Law:** The Order shall in all respects be governed by the Laws of Hong Kong SAR and the parties hereto expressly submit to the jurisdiction of the courts of Hong Kong SAR.



- 8. Standard of Quality and Quantity:** (a) Unless otherwise stated in writing, Fook Tin will use standard materials whenever available, but if not available Fook Tin shall substitute the most suitable alternative material. Fook Tin, whose policy is one of continuous improvement, reserves the right to make any changes, without notice, in materials, dimensions and designs which it thinks reasonable or desirable. (b) Drawings, specimens, catalogues, price lists, brochures, illustrations, photographs and descriptions and statements by employees and agents made prior to the order are intended as a guide only and are not warranted to be accurate, do not form any part of the description of the goods and do not give rise to any independent or collateral liability of whatsoever nature on the part of Fook Tin. All items of this nature supplied to the Purchaser are the property of Fook Tin and may not be copied or reproduced by the Purchaser. (c) Surface appearance, colour and dimensional accuracy shall each have a standard agreed on submission of samples and all efforts will be made by Fook Tin to conform to such a standard but, unless otherwise stated in writing, the goods are not warranted to be accurately to such a standard and the standards do not form part of the description of the goods. (d) Items may be withdrawn from the catalogue and specifications altered by the company without notice.
- 9. Cancellation or Suspension:** (a) Cancellation by the Purchaser of the Order or any part thereof shall not be accepted by Fook Tin unless Fook Tin (on such terms and conditions as it may require) gives its written consent to such cancellation and the Purchaser shall be liable for all damages and losses suffered by Fook Tin in the event of such cancellation. Goods returned without Fook Tin's written consent will not be accepted for credit. Carriage on returned goods to be paid by the customer. (b) This Order may be suspended or cancelled by Fook Tin if the Purchaser defaults over payment of any sum due to Fook Tin under the order or any contracts between Fook Tin and the Purchaser.
- 10. Risk and Insurance:** (a) The goods shall be at the Purchaser's risk from the occurrence of the first of the following events: - (i) the transfer of title in the goods to the Purchaser; or (ii) the delivery of the goods to the Purchaser or if the Purchaser is to collect, the notification to the Purchaser that the goods are ready for delivery.
- 11. Transfer of Property:** (a) Fook Tin may at any time and from time to time until title has been transferred in the goods require them to be returned and if this requirement is not immediately complied with may retake possession of the goods. Such return or retaking of goods shall be without prejudice to the purchaser's obligation to purchase the goods. (b) The Purchaser (not as agent of Fook Tin) may agree to resell the goods in the routine course of dealing and on normal trade terms, notwithstanding that title has not passed in the goods provided Fook Tin has not required their return under (a) above and provided none of the events in (g) below have occurred. Any agreement to sell shall be subject to and not prejudice this agreement and shall not prejudice Fook Tin's right to retake possession of the goods. The Purchaser may not otherwise deal with or dispose of the goods until title has passed. (c) The title in the goods and beneficial ownership thereof shall remain in Fook Tin until the Purchaser has paid full price as well as any other payments due to Fook Tin thereunder. (d) If and whenever so requested by Fook Tin the Purchaser will mark the goods conspicuously as being the property of Fook Tin. (e) Risk in the goods shall pass to the Purchaser notwithstanding any return or retaking possession by Fook Tin. Whilst the goods are in possession of the Purchaser and before title has passed to the Purchaser, the Purchaser shall keep the goods in the same condition as that in which they were delivered and made good any damage or deterioration that occurs. (f) Through the period of the beneficial ownership of Fook Tin in accordance with the above provisions, the Purchaser shall in its fiduciary capacity hold the goods to the account and for the benefit of Fook Tin. If the goods or any part thereof should become constituents of or be processed or converted into other goods whilst subject to Fook Tin's beneficial ownership Fook Tin shall have title to and beneficial ownership in such goods as if they were solely and simply the goods and according to sub-clause (a) above shall so far as appropriate apply to such other goods. (g) The Purchaser agrees to procure that whilst the price of any of the goods remain outstanding no receiver will be appointed of its undertaking and assets or any part thereof and it will not go into liquidation, cease business or cease to pay its debts as they fall due. If it fails so to procure Fook Tin may repudiate the Order by notice. (h) So long as the title in the goods remains in Fook Tin, Fook Tin shall have the right after Fook Tin has required their return under (a) above, with or without prior notice to the purchaser, to retake possession of the goods (and for that purpose to go upon any premises occupied by the Purchaser) and on such retaking of possession the order shall be terminated.
- 12. Resale by Purchaser:** Any resale of the goods by the Purchaser shall be as principal and the Purchaser shall not incur any liability whatsoever on behalf of Fook Tin or attempt to bind Fook Tin to third parties in any manner whatsoever. The Purchaser shall in all dealings relating directly or indirectly to the resale or other disposition of the goods clearly indicate that it is acting as principal and shall not expressly or impliedly do any act or thing which may cause it to be taken by a third party as acting as an agent of Fook Tin.