

## TERMS & CONDITIONS OF DELUXEBASE (HK) LTD

Version 1: as at 9<sup>th</sup> March 2016

### 1. GENERAL

#### 1.1 Definitions.

The term 'company' and 'seller' shall mean: DELUXEBASE (HK) LTD

The term 'buyer' and 'purchaser' shall mean: Any customer of DELUXEBASE (HK) LTD

'We, Us, Our' means: DELUXEBASE (HK) LTD

- 1.2 All quotations and sales made by DELUXEBASE (HK) LTD are made on the following terms and conditions. No variation of these terms and conditions supplied with any order form or other document provided by you, or communicated in any way, will be binding on DELUXEBASE (HK) LTD unless confirmed in writing by an employee of DELUXEBASE (HK) LTD.

### 2. PRICES PAYMENT

- 2.1 We reserve the right to alter or amend prices without prior notification. The period of validity of a quotation is thirty days.
- 2.2 All quotes exclude local taxes for non-export orders.
- 2.3 All goods are subject to availability.
- 2.4 Payment is required prior to the delivery of the goods unless a credit account has been approved.
- 2.5 Pricing queries and any other queries relating to the invoicing of goods should be notified to DELUXEBASE (HK) LTD within **7 days** of the invoice date.
- 2.9 For so long as any amount to be paid for the goods remains owing to DELUXEBASE (HK) LTD, title to the goods will remain with DELUXEBASE (HK) LTD and will not pass to the purchaser until DELUXEBASE (HK) LTD has received payment in full including any interest or fees due in accordance with paragraph (2.10 and 2.11).
- 2.10 DELUXEBASE (HK) LTD may charge interest at 4% above Hong Kong Monetary Authority base rate from time to time on any payment not received 30 days after the due date until such sum is received, both before and after judgement.
- 2.11 Late payments and any fees associated with a third party collection will be the liability of the purchaser and added to their account for payment in full.

### 3. DELIVERY

- 3.1 Risk or loss or damage to the goods shall pass to the purchaser upon delivery.
- 3.2 Claims for damage to goods or missing items must be noted at the time of delivery and notified to DELUXEBASE (HK) LTD within **7 days** of receipt of the goods. Claims for non-delivery of goods must be notified to DELUXEBASE (HK) LTD within **7 days** of the receipt of invoice.
- 3.3 Whilst every effort is made to meet delivery dates no responsibility can be accepted in respect of any financial or other loss arising from failure to deliver on the agreed date.
- 3.4 Prices quoted do not include delivery unless DELUXEBASE (HK) specify. Export carriage rates are available upon request.

### 4. CANCELLATION

- 4.1 The purchaser shall not cancel any order which we have accepted unless we agree in writing.
- 4.2 We have the right to cancel the Agreement between us if we have insufficient stock to deliver the goods you have ordered, we do not deliver to your area or one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an erroring the pricing information received by us from our suppliers.
- 4.3 Orders are **NOT** accepted on a Sale or Return basis

### 5. DIVISIBILITY CLAUSE

- 5.1 For multiple orders the contract is divisible. The work performed or obligations taken at each stage during the currency of the contract shall be invoiced separately. Each invoice for work performed or obligations undertaken at each stage shall be payable by you in full, in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed or obligations at each stage.

### 6. REJECTION

- 6.1 Unless otherwise agreed in writing, rejection by the buyer of goods supplied, must be received in writing within 7 days of the date of delivery clearly stating the reason for the rejection. Goods supplied by the company are **NOT** sold on "a sale or return basis".

### 7. LIABILITY

- 7.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonable foreseeable consequence of a breach of this agreement.
- 7.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

### 8. SPECIFICATION

- 8.1 DELUXEBASE (HK) LTD reserves the right to make changes which are required to conform to any applicable statutory requirements and we reserve the right to vary styles, patterns and colours of goods supplied from those advertised and samples provided.

### 9. STATUS

- 9.1 DELUXEBASE (HK) LTD may at its absolute discretion decline to accept orders and decline to offer credit terms.

### 10. NO WAIVER

- 10.1 No waiver by us of any breach of the contract by the purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 11. INVALIDITY

- 11.1 If any provision of the Contract (or of these Terms and Conditions) is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract (or of these Terms and Conditions) and the remainder of the provision in question shall not be affected thereby.

### 12. CHANGES TO TERMS AND CONDITIONS

- 12.1 We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

### 13. INTELLECTUAL PROPERTY

- 13.1 All intellectual property rights relating to the goods and their design, branding and packaging (including but not limited to the trade marks, copyright and design rights) shall vest in Deluxebase (HK) Ltd and the buyer agrees that it shall not do anything or permit anything to be done which would be inconsistent with those rights.

### 14. GOVERNING LAW

- 14.1 The Contract (and these Terms and Conditions) shall be governed by and construed in accordance with Hong Kong.