



Standard Terms & Conditions of Sales

1. Definitions

1.1. "Buyer" means the party to whom the Company agrees to supply the Goods. "The Company" means Feng Tai Electronic International Company Limited or any subsidiary, associated or holding company thereof. For the avoidance of doubt, it is hereby declared that the Company may perform any of its obligations under these terms and conditions through any of its subsidiary or associated companies or its ultimate holding company. "Conditions" means these terms and conditions of sale. "Goods" means all goods to be supplied by the Company to the Buyer.

2. Conditions of Sale

- 2.1 These conditions are the sole conditions on which the company sells, and all orders are accepted and all sales and deliveries are made subject to these conditions. If not previously accepted by the Buyer, these conditions shall be deemed accepted on delivery.
- 2.2 Any conditions stipulated by the Buyer, whether in his order or before or after ordering, which are in conflict with these conditions, are expressly repudiated and shall not be binding on us, save to such an extent as the company may specifically accept them in writing.

3. Prices

3.1 Prices given by the Company in any catalogues, price lists or other advertising literature or material are intended only as a guide, are not binding on the Company, and may vary. All prices quoted are exclusive of Value Added Tax in China. In the case of goods sold outside China, all prices quoted are exclusive of import duties and any local taxes and/or applicable duties which shall be payable by the Buyer.

4. Delivery & Inspection

- 4.1. The company shall make every effort to deliver the goods on time as agreed in writing with the buyer. Delivery commitments are entered into in good faith but any time quoted for delivery or dispatch is an estimate only and shall not be deemed to be a term of the contract. We shall not be responsible for delays in delivery or for non-delivery resulting from breakdown of machinery, strikes, labour disputes, war, riot, civil commotion, via major, casus fortuitous, acts of God, acts of terrorists, shortage of components or materials, delays in delivery by our suppliers, transport delays, Government regulations or any other cause beyond the company reasonable control.
- 4.2. The company shall be entitled to make deliveries in parts or installments, and the buyer shall be obliged to accept and pay for any part or installment deliveries.
- 4.3. Buyers shall have Sixty (60) days from the date of receipt of the Goods for inspection and acceptance testing. Any Goods not reported for defect during that 60-day period shall be deemed accepted.
- 4.4. The company shall have the right to inspect and test the Goods that being notified for defect.

Address: Unit D, 19/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, HKSAR, China

Tel: (852) 2793 5530 Fax: (852) 2389 3511 Email: info@fengtaihk.com

Factory : No.2 Kaida Rd, Science City of Guangzhou, Guangzhou, Guangdong, China

5. Liability

- 5.1. There shall be no liability on the Company in terms of this Clause for any defects which in the opinion of the Company, occur as a result of:
- misuse of the Goods or negligence on the part of any person other than the Company;
 - loss or theft of the Goods or any part of them;
 - damage from any cause other than negligence by the Company or the Company's personnel;
 - unauthorised modification, alterations or repair of any of the Goods;
 - fair wear and tear.
- 5.2. In the event that the Company chooses to replace the Goods in question, the Buyer shall permit the Company to retake possession of the Goods originally delivered and the Company shall deliver the replacement Goods within a reasonable time. The replacement Goods shall be accepted by the Buyer in substitution for the Goods replaced.
- 5.3. The total liability of the Company in respect of all breaches of contract in relation to the Goods shall not exceed the difference between the value of the Goods in question at the time of delivery and their value as set out in the invoice.
- 5.4. Where the Goods are for delivery by installments, any defect in any installment shall not be a ground for cancellation of the remainder of the installments and the Buyer shall be bound to accept delivery thereof.

6. Warranty

- 6.1. Any warranties contained herein apply to the original Buyer of the Goods only and are not transferable.
- 6.2. The Company warrants to the Buyer that the Goods at the time of shipment will be free from defects in material and workmanship, and will be materially in accordance with specifications provided by the manufacturer or otherwise agreed in writing.
- 6.3. The Company passes on and assigns to the Buyer the warranties made to the Company by its suppliers and the Company's warranty in its entirety shall be limited by and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the Goods. If no length is specified by the manufacturer, in no event shall it extend beyond one year from the date of shipment.
- 6.4. The Buyer shall proceed exclusively and directly against such supplier at the Company's request. This warranty shall be ineffective and shall not apply to Goods that have been subjected to misuse or abuse, neglect, accident, damage or improper installation or maintenance.
- 6.5. The Company's sole obligation under these warranties will be limited to either, at the Company's option and expense, repairing or furnishing a replacement for the Goods or parts thereof which the Company reasonably determines do not conform with these warranties. The Buyer's exclusive remedy for breach of any such warranties will be the enforcement of such obligation of the Company.
- 6.6. In no event shall the Company be liable for special, incidental, indirect, punitive or consequential damages, nor shall the Company's liability on any claims for damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the Goods exceed the purchase price of the Goods. The Company shall not be liable for any failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by circumstances beyond the Company's reasonable control.
- 6.7. The foregoing warranties are exclusive and in lieu of all other warranties of merchantability, fitness for a purpose and of any other type, whether express or implied.

7. Technical Advice or Assistant or Recommendations

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- 7.1. The Company at the request of the Buyer, may, but without obligation to do so, furnish technical advice or assistance or recommendation with reference to the use of the goods or materials sold hereunder, on the express condition that any such advice or assistance or recommendation is given and accepted at the Buyer's risk and the Company shall not be liable for any loss, damage costs or claims arising therefrom.
- 7.2. The Company is not responsible for the consequences of any inadequacies, inaccuracies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Company.
- 7.3. Any advice given, or any recommendation made, by the Company is solely designed to assist the Buyer in identifying suitable Goods offered for sale by the Company to meet the requirements of the Buyer and under no circumstances can such advice or recommendation be relied upon by the Buyer, and the Company shall not howsoever be liable as a consequence thereof, where a sale of Goods by the Company does not take place following receipt by the Buyer of such advice or recommendation.

8. General

- 8.1. The headings in this Agreement are for reference only and shall not affect its interpretation.
- 8.2. No delay by the Company in enforcing its rights shall prejudice or restrict the rights of the Company, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any other breach.
- 8.3. In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, such terms and conditions (or the appropriate part thereof) shall be deleted and the remaining provisions hereof shall continue in full force and effect.
- 8.4. These terms and conditions shall in all respects be governed by and construed in accordance with the law of the Hong Kong Special Administrative Region.