

**1. DEFINITIONS**

Goods mean the goods and/or services agreed to be supplied by the Seller and purchased by the Buyer pursuant to the Contract. Buyer means the person or company whose name appears on the Order. Contract means the contract for the sale and purchase of the Goods as provided in clause 2. Order means the Buyer's purchase order. Proprietary Information means any and all information and intellectual property relating to the Goods including but not limited to patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade secrets, trade marks and copyright in such information and intellectual property. Seller means Mill-Pro Hong Kong Limited. Terms these general terms and conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged, agreed and accepted by the Seller in writing.

**2. CONTRACT**

2.1 Quotations from the Seller are only valid for a period of thirty (30) days from the date of issuing or as otherwise specified in the quotation. Prices given in any quotation by the Seller are applicable to that quotation only.  
 2.2 In order to purchase the Goods, the Buyer must place with the Seller a written Order setting out an order number, the Seller's quotation number (if applicable), full description of the Goods to be purchased, the requested delivery date, delivery point and any other information required by the Seller. The Order may be accepted or rejected by the Seller.  
 2.3 Contract shall be formed by and upon acceptance of the Seller in writing an Order from the Buyer and each Contract shall be governed by these Terms.  
 2.4 No terms and conditions stated in or attached to the Buyer's Order are applicable to the Contract in any way and are not considered the Buyer's exceptions to these Terms unless such terms and conditions are specifically accepted in writing by the Seller.

**3. PRICES**

3.1 The prices quoted by the Seller, unless otherwise expressly stated, do not include any packaging, freight, assembly costs, installation costs, costs and charges of third-party suppliers, insurance or any statutory, sales, value-added tax or VAT, goods and services, or other taxes, duties or imposts, all of which may be added to the prices.  
 3.2 All prices in the Seller's price list from time to time are subject to change without notice.  
 3.3 All HKD prices are based on products procured generally in USD, using the HKMA peg (US\$1.00 = HK\$7.8). In the event the HKD is unpegged against the USD, the seller reserves the right to adjust prices for any goods that remain undelivered or un invoiced, including goods ordered but not yet supplied.

**4. PAYMENT**

4.1 The Buyer shall pay the prices due and payable in accordance with the terms of payment as specified in the invoice supplied by the Seller.  
 4.2 If the Seller is of the opinion that the Buyer's financial standing is unsatisfactory, cash payment in the form of security money and/or deposit may be required by the Seller and shall be provided by the Buyer prior to any future supply of Goods by the seller.  
 4.3 The Buyer shall, on demand by the Seller, pay interest at the rate of 18% per annum on any amounts due and unpaid, calculated from the due date for payment until actual date of payment.  
 4.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:-  
 (a) require payment in advance of delivery in relation to any Goods not previously delivered; and/or  
 (b) refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.

**5. DELIVERY**

5.1 All delivery dates quoted are estimates only and the Seller is not liable for failure to deliver, or for delay in delivery, arising from any cause whatsoever.  
 5.2 The Seller reserves the right to deliver the Goods partially or by instalments and issue interim invoices to the Buyer for settlement  
 5.3 If the Buyer refuses or is unable to accept any shipment of the Goods in accordance with the terms of the Contract, the Buyer shall be liable for freight, storage and extra costs of handling and legal costs and out of pocket expenses that may be incurred as a result of the Buyer's refusal or inability to accept shipment.  
 5.4 The Seller is deemed to have delivered the Goods when the Goods are made available to the Buyer for physical collection by or on behalf of the Buyer at the delivery point agreed by the Seller (Delivery). Any unloading or loading shall be the Buyer's responsibility, unless otherwise agreed in writing by the Seller.  
 5.5 Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of signed receipt to enable replacement or refund.

**6. RISK AND TITLE**

6.1 The title and risk in the Goods passes to the Buyer immediately at the time of the Delivery.  
 6.2 Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

**7. CANCELLATION**

7.1 The Order once placed and accepted can be cancelled only with the written consent of the Seller. Any request for cancellation must be made within 7 days in writing from date of acceptance of the Order and in any event, prior to delivery.  
 7.2 Cancellation of Goods for special sizes or manufactured to order will not be accepted without full compensation to the Seller for all losses suffered and expenses incurred after the Goods are in production. The Seller may at its discretion accept returns of standard or non-specialised Goods subject to the Buyer paying the Seller a 20% restocking fee.

**8. REJECTIONS**

8.1 If the Buyer claims that the Goods do not conform to the description set out in the Contract have been short-delivered and / or damaged in transit, then the Buyer shall give written notice to the Seller within 10 days after receipt of the Goods and preserve the Goods intact and available for inspection by the Seller's representatives at the Buyer's premises or at the Seller's premises. Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage, packaging, delivery charges and all out of pocket expenses and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way. No Goods may be returned by the Buyer to the Seller without the prior written consent of the Seller.

**9. INTELLECTUAL PROPERTY**

9.1 The Buyer acknowledges that all proprietary information and all right title and interest therein are the sole property of or licensed by the Seller and the Buyer shall gain no rights, title or interest in the Proprietary Information whatsoever. The Buyer specifically acknowledges the Seller's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based on whether developed, supplied, installed or paid for by or on behalf of the Buyer or any customer of the Buyer or otherwise.

**10. WARRANTY**

10.1 The Seller warrants the Goods to materially conform to the specifications, if any, set out in the Contract and be free from defects in workmanship and materials under normal use and service ("Warranties") for a period of 12 months from the date of delivery ("Warranty Period"). This warranty does not cover costs of recovery of the Goods from the site or damage, fault, failure or malfunction due to causes beyond the control of the Seller including but not limited to accident abuse, misuse, mechanical or electrical overload, abrasion, corrosion, erosion or chemical attack, incorrect assembly, installation, use and application of the Goods by the Buyer or a third party, modification or repair without the Seller's written consent, failure to comply with all written and oral instructions of the Seller regarding use and processing of the Goods, failure to perform required preventative maintenance or normal wear and tear.  
 10.2 To the maximum extent permitted by law, the Seller makes no warranties or representations to the Buyer except to the extent set out in these Terms.  
 10.3 During the Warranty Period, the Buyer shall notify the Seller immediately upon discovery of any alleged breach of the Warranties and the Seller shall be given an opportunity to inspect the alleged defective Goods. No Goods may be returned by the Buyer to the Seller without the prior written consent of the Seller. To the maximum extent permitted by law, the Buyer's sole remedy with respect to breach of Warranties shall be such of the following as the Seller may elect in its absolute discretion:  
 (a) In the case of goods, replacement of the goods or supply of goods equivalent to the goods or repair of the goods; or  
 (b) In the case of services, supply of the services again.  
 10.4 For equipment forming part of the Goods which equipment is not manufactured by the Seller, then the original manufacturer's warranty will apply. The Seller's liability for such equipment shall not exceed the liability of the manufacturer or the purchase price in the Contract whichever is the lower.  
 10.5 To the maximum extent permitted by law and notwithstanding any provision to the contrary in these Terms, the Seller's total liability under each Contract (whether that liability arises under contract, tort, equity, statute or otherwise) for any loss, damage or expense arising out of or in connection with its performance of the Contract, shall be limited to the purchase price paid by the Buyer to the Seller for Goods covered by that Contract and in no event shall the Seller be liable for loss (whether direct or indirect) of profits, opportunity, revenue, goodwill, use, production, contracts, business or anticipated savings, corruption or destruction of data or for any special or consequential loss or damage whatsoever.

**11. DEFAULT**

If the Buyer defaults in any payment due to the Seller or breaches any term and condition of the Contract or if bankruptcy or insolvency proceedings are Instituted by or against the Buyer or the Buyer makes or proposes to make any arrangement with its creditors, then the Seller may, at its option, do any or all of the following without prejudice to any other rights the Seller has under the Contract and without notice to the Buyer including but not limited to:  
 (a) Cease manufacturing and/or withhold any deliveries of the Goods;  
 (b) Vary the payment terms so that all monies outstanding under the Contract become immediately due and payable on demand; and/or  
 (c) Terminate performance of the Contract and/or other contracts between the Seller and the Buyer  
 11.2 Termination of the Contract shall be without prejudice to any right that may have accrued to the Seller or the Buyer under the Contract.

**12. SERVICE**

12.1 The Buyer will provide safe and reasonable means of access to all plant and equipment to the Seller for the purpose of delivery of the Goods to the Buyer's premises.

**13. FORCE MAJEURE**

13.1 The Seller's obligation under these Terms shall be suspended where the Seller becomes unable to carry out that obligation in whole or in part, because of any one or more of, but not limited to, accidents, breakage or failure of machinery or apparatus, shortage of manufacturing capacity, withdrawal of business license by the Government, war, riots, Terrorism, sabotage and other labour stoppage, epidemic, national disasters such as flood and typhoon, fire affecting the Seller's operations or the operations of the Seller's suppliers, inability to obtain fuel, power, raw materials, container or transportation facilities, acts of God and acts of Government. In any such event, the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

**14. COMPLIANCE WITH LAW**

14.1 In carrying on the Buyer's business, the Buyer must comply with its obligations under the law including without limitation.  
 14.2 The Buyer must itself and must procure any person reasonably within its control not to pay, offer or promise to pay, or authorise the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organisation, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organisation, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose.

**15. GOVERNING LAW AND JURISDICTION**

15.1 The Contract is governed by and must be interpreted in all respects in accordance with the laws of Hong Kong SAR. The Contract is not governed by the United Nations Convention on documents for the International Sale of Goods.  
 15.2 Any claim or dispute arising out of the Contract shall be submitted to the exclusive jurisdiction of the Courts of Hong Kong SAR.

**16. GENERAL**

16.1 If any clause or part of a clause is illegal, unenforceable or invalid by a court, that clause or part is to be treated as removed from these Terms, but the rest of these Terms are not affected.  
 16.2 The waiver by the Seller of any provision or breach by the Buyer of any provision of the Contract shall not be construed as a waiver of any other provisions or breach of any other provision, subsequent breach of the same or any other provision of the Contract.  
 16.3 If these Terms are translated into another language and there is any inconsistency between this English version and the translated version, then this English version text shall prevail.  
 16.4 The Contract cannot be assigned by the Buyer without the prior written consent of the Seller, which is at the Seller's absolute discretion

**17. COST RECOVERY**

17.1 Any expenses, costs or disbursements incurred by the Seller in recovering any outstanding monies owing by the Buyer including debt collection fees and solicitors costs plus any out of pocket expenses shall be paid by the Buyer on an indemnity basis.