

TERMS & CONDITIONS OF SALE

1. Definition

1.1 "Buyer" shall mean the buyer of the Goods as named in this Contract.

1.2 "Seller" shall mean Zenith Interiors Limited

1.3 "Goods" shall mean all items specified and set out in the attached copy Quotation or in this invoice (as the case maybe).

1.4 "Contract" shall mean the Terms and Conditions of Sale of the Goods as stated in the Sales Contract hereto and any further terms and conditions as may be specified or stated in the Quotation as attached hereto which forms the agreement for the sale and purchase of the Goods between the Buyer and Seller

1.5 "Delivery" shall mean the delivery of Goods to the address as specified in the Quotation as designated by the Buyer in the Contract.

1.6 "Service" unless stated the otherwise in the Quotation shall refer to the dismantling, installation and/or relocation service which include the door-to-door delivery and installation of the subject goods of the Buyer by the Seller as specified in the Quotation (as the case maybe).

1.7 "Defect Lists" shall mean a list of defects as prepared by the Buyer and reviewed by the Seller

2. Acceptance

2.1 All orders are binding once accepted by the Seller. The Seller reserves the right to accept any order in whole or part.

2.2 The Buyer warrants what the information provided is accurate, complete and can be used for the purposes of obtaining credit. The person/s signing warrants that he/she is duly authorized by the Buyer to apply for credit and execute this contract.

3. Price

Unless otherwise stated in the Quotation, or in this Contract, the sale price shall include door-to-door delivery, installation and services charge. The Buyer shall bear the additional transportation costs and/or extra costs of delivery for any subsequent changes of the address of the delivery of the Goods.

4. Terms and Method of Payment

4.1 Unless otherwise stated in the terms and conditions, the sale price shall be paid by the Buyer to the Seller by 3 instalments as follows:

(a) First payment of 50% of the sale price within 5 days of signing of the Contract.

(b) Second payment of 40% of the sale price at least 3 working days before scheduled Delivery date as specified in the Contract

or otherwise.

(c) Last payment of 10% of the sale price within 7 days after the goods delivered, whether installation is finished or not.

4.2 The Seller shall have the right to make partial delivery of the quantity of the Goods so ordered by the Buyer and the Buyer shall pay to the Seller the price for the Goods so delivered.

4.3 Unless otherwise so stated in the Quotation or this Contract, the Buyer shall make all payment under the Contract to the following bank account designated by the Seller:

- (a) Bank Name: Standard Chartered Bank
- Account Holder's Name: Zenith Interiors Limited
- Account No.: 36800977315
- Currency: HKD

4.4 Or alternatively, payment may be made by way of cheque or bank draft, made payable to Zenith Interiors Limited as the account payee.

4.5 The payment shall be paid by the seller in accordance with the schedule stated as clause 4.1 by way of electronic transfer, bank draft or T/T and cheque while such settlement does not constitute acceptance of cash payment.

4.6 Time of any payment of the sale price of the Goods and/or the delivery charges and/or services charges shall be of the essence of the Contract.

4.7 If the Buyer fails to make any payment on the due date, then without prejudice to any other rights or remedies available to the Seller, the Seller shall be entitled to charge the Buyer interest on overdue sums at the rate of 2 per cent (%) per month.

4.8 If the Buyer fails to make any payment on time, the Seller may treat the Buyer in default of that particular payment term and in such event, all payment which has already been made will be forfeited by way of liquidated damages. Or alternatively, the Buyer will be liable for all the losses and damages and claims arising therefrom. All costs and expenses incurred by the Seller for the purpose of enforcing this Contract, including but not limited to all legal costs incurred, shall be borne by the Buyer on a full indemnity basis.

4.9 The buyer will notify seller within 7 working days of any change of ownership, change in particulars and any alteration or addition to directors.

4.10 Unless agreed otherwise by the seller, retentions will not be accepted. Purchase orders and/or contracts where cash retentions are to be withheld will not be accepted, Interest will be charged at 8% per annum (adjusted to match current cash rate) on any outstanding retentions withheld.

5. Delivery

5.1 Unless otherwise stated in the Contract the Seller will make Delivery to the Delivery Address specified in the Quotation around 30 days after the execution of the Contract (delivery for some imported items will be longer).

5.2 If the Buyer fails to make payments in accordance with the manner set forth in Clause 3 and 4 above at the sole and absolute discretion of the Seller, the Seller may either terminate the Contract or the estimated date of the delivery of the Goods may be adjusted accordingly.

5.3 Usually, the Seller would commence installation work after the delivery of the Goods. The Buyer shall be obliged to provide the Seller sufficient working space arrangement and conditions; co-operation in order to enable the Seller to deliver and install the Goods, including but not limited to, free lift or hoist facilities, lighting, heating and/or air conditioning facilities and any expense in relation thereto shall be borne by the Buyer.

5.4 Unless there is separate agreement, any supply and installation of electrical wiring and sockets, services other than installation of the Goods, and any other services which are outside the Seller's ability or scope of Contract, or services which are considered impracticable to perform by the Seller at the site are hereby categorically excluded in the Contract.

5.5 If the Goods or services are delivered by instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with this Contract or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated and the Buyer shall be liable for all the payment for the part of the Goods so delivered and/or installed under this Contract.

5.6 If delivery of any of the Goods or services is requested to be postponed due to request by the buyer the Buyer, the Buyer shall still settle the outstanding payment of all Goods according to Clause 3 and 4 above, after the first delivery, without failure despite part of the Goods not being delivered.

5.7 If there is any change of Delivery or Services Address, the Buyer shall notify the Seller in writing as soon as possible but in any event not later than 7 working days before the scheduled estimated date of delivery. The Seller shall not be responsible for any delay in delivery due to a change of Delivery Address

5.8 Seller reserves the right to claim from the Buyer any payment of monthly storage fee arising from the Goods under this contract if it is continued to be stored in Seller's warehouse, where the original scheduled delivery date of _____ has been delayed by the Buyer.

5.9 The Buyer shall not be entitled to make a claim on the Seller upon the ground of the postponement of delivery arrangement in respect of the clauses 4.8 stated onto the contract.

6. Risk

Risk in the Goods, including but not limited to, damage or missing Goods, shall be borne by the Buyer upon actual delivery of the Goods to the Buyer's delivery address.

7. Claims Notification

7.1 Any alleged defect of any of the goods shall notified to the Seller in writing within 5 days from the date of the Delivery of the date of installation, whichever is the latest and at the option of the Seller, the defective Goods may be replaced by the similar Goods or be repaired by the Seller.

7.2 The Buyer shall have no claim whatsoever in respect of any defect of the Goods which would have been apparent on a reasonable visual examination of the Goods unless notified by way of a Defect List and made in accordance with Clauses 7.1.

7.3 In any event, the Buyer shall be treated as having accepted the Goods if the Buyer retains it for longer than 7 days after its delivery or installation, whichever is the latest. The Buyer shall not be entitled to reject the Goods and the Buyer shall be bound to pay the sale price as if the Goods had been duly delivered in accordance with the Contract.

8. Inspection & Acceptance

8.1 If no claim has been made to the Seller in accordance with Clause 6 hereof, the Buyer shall be deemed to have accepted all goods without quality problem upon their delivery by the Seller to the Delivery Address specified in the Quotation and in the First Schedule hereto.

8.2 The delivery note in respect of the Goods so delivered in accordance with the Contract as signed by the Buyer at address as designated by the Buyer shall be a full and effective acknowledgement of the actual receipt of the Goods. Any purported claims by the Buyer that the Goods so delivered are not of correct quantity shall not be entertained under any circumstances, unless claim are made within 3 days of actual delivery. The Buyer hereby undertakes and confirms that it will duly inspect the Goods upon the delivery of the Goods.

8.3 If installation is required, both the Buyer and the Seller should arrange inspection within 2 days after installation.

8.4 If any defect claim is made by the Buyer, then, the Seller will attend the site of the Buyer for the purpose of verifying the claim. A Defect List Report may be prepared by the Seller for the Buyer's reference. The Seller may repair the defect or replace with similar goods. In any event, the Buyer shall not have any further claim whatsoever arising therefrom such as delay in installation, repair or replacement or replacement installation works etc.

9. Amendment or Cancellation

The Buyer shall not be entitled to amend, cancel the whole or any part of the Contract or any specifications of the Goods upon the conclusion of the Contract unless the Seller has duly signified its consent thereto as so requested by the Buyer. Otherwise, in the event of cancellation by the buyer, the buyer either shall be liable to pay the surcharge fee for the Seller being 80% of the selling price in connection with the cancelled and amended items stipulated in this sales contract; or liable for any loss or damage to profits and relinquishes all rights to make the seller liable of any such cost, whichever is higher. Cancellation must be made in writing by the buyer as official instruction for the seller.

10. Warranties and Liabilities

10.1 Subject to Clause 10.5, the Seller will provide a 5 year warranty for the workmanship in respect of the Goods other than electrical appliances for any failure of the mechanical parts, fair wear and tear excepted.

10.2 The Seller will provide 1-year warranty for the electrical appliances incorporated as part of the Goods at the factory site of the Seller and for any failure of the parts thereof, fair wear and tear excepted and exclude consumable items or parts such as fluorescent tube and ballast.

10.3 Any third party specified materials (e.g. fabric, laminate etc.) are to be subject to their supplier warranty and the Seller will not be liable for any costs associated with any reworks arising from those warranty claims.

10.4 During the warranty period, the liability of the Seller is limited to actual costs of replacement or repair of any faulty materials or defective parts

10.5 The warranty services do not apply to products that have been stored or assembled incorrectly, used inappropriately, abused, misused, altered or cleaned with wrong cleaning methods or wrong cleaning products.;

10.6 The warranty services do not cover normal wear and tear, cuts or scratches, or damage caused by impacts or accidents.

10.7 The warranty services do not cover damages caused by external factors such as exposure to the sun, dampness, dust or mites etc.;

10.8 The warranty do not apply to bargain items; or any products without the original sales invoice

10.9 If the Buyer re-orders the same model and material from the Seller after the completion of the Contract, the specification of the same model and materials may change and may be different from those supplied under the previous Contract, and the Buyer is not entitled to claim any compensation from the Seller for the differences.

10.10 Save as provided herein and in Section 14 of the Sale of Goods Ordinance (Cap 26 Laws of Hong Kong):

(a) all conditions and warranties, expressed or implied, statutory or otherwise as to the quality or fitness for any purpose of the Goods are hereby expressly excluded;

(b) the Seller shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising from the use of the Goods which may be suffered by the Buyer. It is hereby expressly declared that any statement as to quality made by the Seller do not form part of the description of the Goods.

10.11 In any event that the Seller is found liable in relation to any item of the Goods as specified in the Contract for any defect in such defect goods or for any other loss or damage suffered by the Buyer, that liability shall in no event exceed the unit price of that item of the Goods.

11. Contractual Obligations

11.1 The Buyer's Obligations:

(a) If the Buyer returns to the Seller or refuses to accept the Goods without providing valid and reasonable reasons and obtain the consent from the Seller, or fails to sign on the Delivery Note or Installation Report upon delivery of the Goods within 15 days after the date of delivery or installation (as applicable), the Seller has the right to terminate the Contract and claim on the Buyer for the recovery of the total Contract sum which shall become due and payable forthwith. The Buyer is also responsible for all the legal costs on full indemnity basis incurred by the seller in recovering the Contract sum, interests and other costs arising and incidental therefrom, including but not limited to storage charges, lawsuit charges and lawyers' charges

11.2 The Seller's Obligations:

(a) The Seller should deliver the Goods fully in accordance with the quantity stated in the Contract. If there is any shortage, the Seller should deliver or cancel the shortfall quantity as requested by the Buyer. Should there be a shortage of stock, upon the request by the Buyer to cancel the order in respect of shortfall, the Seller should delivery the balance to the Buyer.

If the specification of color and / or size of the delivered items is different from those stated in the Contract but nonetheless the Buyer agrees to accept those delivered items, the Buyer shall pay for those delivered items in accordance with their respective market prices having regard to the quality and quantity of the Goods. In the event that the Buyer elects not to accept those delivered items, the Seller shall be responsible for the repair, return or replacement of the unaccepted items

12. Intellectual Property Rights

12.1 Any and all patents, registered designs, unregistered designs, copyright or other intellectual property rights whether or not similar to any of the foregoing in or resulting from any work carried out by the Seller under or in pursuance of this Agreement shall belong exclusively, throughout the world, to the Seller.

12.2 Any design ideas or instructions furnished or given by the Buyer shall not be such as will cause the Seller to infringe any intellectual property rights or rights of any third party and the Buyer shall keep the Seller fully indemnified against any infringement claim of any third party's rights against the Seller in respect thereof

13. Confidentiality

Both the Buyer and the Seller shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any trade secrets, technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relation to the Contract, the Goods, the services and the orders.

14. Force Majeure

14.1 The Seller shall not be under any liability for any failure to perform any of its obligation under this Contract due to Force Majeure. Following notification by the Seller to the Buyer of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligation.

14.2 For the purpose of this Condition, "Force Majeure" means fire, explosion, flood, lightning, typhoons, black rain, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

15. Disputes

15.1 Any disputes arising from and in connection with the defect of the Goods supplied under the Contract or the warranty of the Goods shall be settled by way of amicable negotiation and failing which, the parties hereto hereby agree to submit to Hong Kong International Arbitration Centre for arbitration in accordance with the Arbitration Ordinance (Cap 341 Laws of Hong Kong) and its existing rules of arbitration for domestic arbitration agreement.

15.2 Any non-payment of Goods other than those arising from the dispute under Clause 15.1 shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the courts of Hong Kong.

16. Previous Agreement Superseded

This Contract comprises the entire agreement between the parties hereto in relation to the Goods and supersedes all the previous negotiations, quotations, representations and agreements in respect of the same and no other terms or conditions shall be included or implied.

17. Severability

In the event that any provision of this Contract is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms.

Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to the applicable Laws.

Other matters

17.1 During the performance of the Contract, any change or variations should be in writing and consented by both parties.

17.2 No relaxation forbearance or indulgence by the Seller in enforcing any of the terms and conditions of this Contract or the granting of time will be construed as a waiver of any subsequent or continuing breach hereof by the Buyer.

17.3 The Buyer hereby acknowledges and confirms that it has no objection to the Seller paying commission or project consultancy fee to agents or persons who introduce the Buyer to the Seller for the purpose of entering into the Contract.

17.4 The Seller shall be entitled to use references to the company name of the Buyer and project information of this Contract for marketing and promotional purposes, or in proposals to other prospective clients.

17.5 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into this Contract.

17.6 The buyer and signatories hereby acknowledge receipt of a copy of these terms and conditions of trading and agree to be bounded by the same. If the quotation is received in electronic format, it is constituted as an original document. Terms and conditions are automatically accepted by the client on acceptance of quotation or receipt by the seller of order confirmation/ purchase order.