

## General Terms and Conditions of Purchase

These General Terms and Conditions (the “**T&C**”) of Purchase apply to all purchase orders for **TOPPAN Security HK Limited** (“**TOPPAN**”) products and services supplied by the Supplier. Therefore, the placing of a purchase order from TOPPAN entails the Supplier’s unconditional acceptance of these T&C which take precedence over any other document of the Supplier and most particularly, over any general purchasing conditions, unless prior expressed and agreed otherwise in writing by TOPPAN.

The terms “**Purchaser**” or “**TOPPAN**” means **TOPPAN Security HK Limited** (registration number 39908766-000-10-24-9) whose registered office is at Suites 1309-10 & Pt 08, 13/F, 12 Taikoo Wan Road, Taikoo, Hong Kong, and the term “**Supplier**” designates the entity which supplies **TOPPAN** with a Product and/or Service.

Additional terms for products and services purchased by the Purchaser shall be included in the “**Purchase Order**” provided by the Purchaser. In general, the Purchase Order (as defined in Clause I) contain specific details and terms related to each individual transaction. The Supplier may receive one or more Purchase Orders for a single order. Purchase Orders amend the TOPPAN T&C only for those individual transactions as to which they apply. Purchase Orders applicable to such individual transactions as well as these TOPPAN T&C are hereinafter collectively referred to as the “**Purchase Order**”. Each transaction is separate and independent from other transactions.

Should a provision of these T&C conflict with a public order law, this conflict shall only entail the non-application of the conflicting provision(s) without affecting the rest of these T&C.

### I. Definitions

- 1.1 In these Conditions where the context admits the following expressions shall have the meanings defined below:

<b>Delivery Date</b>	means the date specified by the Purchaser in the Purchase Order when the Goods are to be delivered.
<b>Goods</b>	means all items and services to be provided whether expressly or by implication under the Purchase Order including, by way of example, materials, equipment, fabricated products, software, maintenance and support, consultancy, drawings, certification or other documentation as applicable.
<b>Price</b>	means the price of the Goods set out in the Purchase Order as reduced by any discount granted by the Supplier in accordance with Clause VII below.
<b>Purchaser</b>	Means <b>TOPPAN</b> (registration number 39908766-000-10-24-9) whose registered office is at Suites 1309-10 & Pt 08, 13/F, 12 Taikoo Wan Road, Taikoo, Hong Kong.
<b>Purchase Order</b>	means the order issued by the Purchaser (including these T&C, and any other attachments thereto including but not limited to the plans, the Supplier Documents, and any other documents referred to therein) for the Supplier to supply the Goods together with any and all amendments and modifications thereto.

<b>Supplier Documents</b>	means either the Supplier Specifications Booklet (the “SSB”) or Specifications of Purchased Materials (the “SPM”). The Supplier Documents concern all of the specifications relating to the Goods supplied by the Supplier to the Purchaser prior to or after the date of the Purchase Order but relating to the Goods to be supplied under the Purchase Order.
<b>Sub-Order</b>	means an order placed by the Supplier or Sub-Supplier relating to the Goods.
<b>Sub-Supplier</b>	means any person or company other than the Supplier supplying the Goods or parts thereof in connection with the Purchase Order directly or indirectly to the Purchaser.
<b>Supplier</b>	means the person or company who agrees to sell the Goods to the Purchaser; such person or company being entrusted with the provision(s) of the Goods including any parts of the work performed through the Sub-Supplier(s).

## II. Preamble

- 2.1 The Purchase Order shall govern all contracts for the purchase of the Goods by the Purchaser from the Supplier. The Supplier agrees to supply the Goods upon these T&C which shall override and exclude any terms and conditions proposed by the Supplier or contained in or endorsed upon any correspondence or documents issued by the Supplier irrespective of their date of communication to the Purchaser, save in so far as they may have been expressly accepted in writing as variations by the Purchaser and save that the terms and conditions appearing on the face of the Purchase Order shall, if the same are incompatible with these terms and conditions, to that extent and no further overrule the latter. The Supplier expressly waives any right to enforce its own terms and conditions and irrevocably agrees to be bound by TOPPAN's T&C.
- 2.2 The dispatch or the delivery of the Goods by the Supplier to the Purchaser shall be deemed conclusive evidence of the Supplier's acceptance of these T&C.
- 2.3 Any variation of these T&C (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed on those specific terms in writing by the Purchaser.

## III. Scope of Work

- 3.1 The Purchaser hereby entrusts the Supplier with the provision of the Goods and the Supplier undertakes, without reserve, to supply the Goods in conformity with these T&C and the Supplier Documents.
- 3.2 If any Purchase Order accepted by the Supplier does not specify the specifications, the Goods supplied in accordance with such Purchase Order shall conform with the Supplier Documents unless agreed otherwise in writing by the Parties.
- 3.3 Any Supplier Documents that the Purchaser may issue must be agreed upon by the Supplier. If the Supplier Documents have not yet been agreed when the Supplier accepts the Purchase Order, the Purchaser and the Supplier shall use their best endeavours to agree to the Supplier Documents as soon as possible after the Purchase Order acceptance. If for any reason the Parties are unable to agree on

the Supplier Documents, the Purchaser reserves the right to cancel the Purchase Order by simple written notice to the Supplier.

#### **IV. Services**

- 4.1 The Supplier shall be responsible for the execution of any services requested by the Purchaser as specified in the Purchase Order, by the date specified by the Purchaser in the Purchase Order. The Supplier shall ensure that its personnel is suitably qualified to perform such services and shall ensure that all necessary licenses, work permits, or other authorisations (including any policies of insurance which the Purchaser may require the Supplier to obtain) have been obtained.
- 4.2 The services to be performed by the Supplier shall not be completed until:
  - a) the Purchaser or its authorised representative has signed a completion document in respect of such services as required by the Purchaser; and
  - b) at the discretion of the Purchaser, a technical inspection has been carried out by the Purchaser to confirm the services have been completed to the standard or specification required by the Purchaser.
- 4.3 Signing a completion document and carrying out a technical inspection pursuant to Clause 4.2 above shall not relieve the Supplier of any responsibility or liability for the performance of the services and shall not imply acceptance thereof by the Purchaser. The Purchaser shall not be deemed to have accepted the performance of any services unless and until it has confirmed to the Supplier that they are in accordance with the Purchase Order.

#### **V. Acceptance of Purchase Order and Modifications**

- 5.1 The Supplier shall acknowledge a receipt of the Purchase Order in writing and shall confirm the Price, quantity, and Delivery Date stipulated in the Purchase Order no later than three (3) working days from the receipt thereof. If the Supplier fails to acknowledge the receipt of the Purchase Order within the stated period, the Supplier will be deemed to have accepted the Purchase Order.
- 5.2 Once the Supplier has acknowledged the receipt of the Purchase Order or is deemed to have accepted the Purchase Order, the Supplier shall not amend or modify the Purchase Order without the prior written consent of the Purchaser.
- 5.3 Up to the Delivery Date, the Purchaser reserves the right to modify any Purchase Order (including but not limited to increases and/or reductions in the quantities of Goods originally requested). Any claim by the Supplier for additional payment in respect of such modifications must be made in writing forthwith after receipt of such modifications by the Supplier and delivered to the Purchaser for the Purchaser's prior approval before proceeding with the changes in question.

## **VI. Sufficiency of Purchase Order Documents**

- 6.1 The Supplier shall examine the Purchase Order and promptly notify the Purchaser (and in any event within seven (7) days) of any errors, omissions, or discrepancies in such Purchase Order. In the event that the Supplier fails to notify the Purchaser in accordance with the conditions set out in this Clause 6.1, the Supplier shall be responsible to the Purchaser for the effects of such error, omission, or discrepancy. On the receipt of a notification from the Supplier in accordance with this Clause 6.1, the Purchaser shall, to the extent that it is in its reasonable opinion necessary, promptly amend the Purchase Order to take account of any matters notified by the Supplier.
- 6.2 Where more than one standard or technical specification relating to the same article to be supplied to the Purchaser appears or is referred to in the Purchase Order, the most stringent of such standards or specifications shall apply.
- 6.3 Should any work be required which is not specified in the Purchase Order but which, in the reasonable opinion of the Purchaser, is nevertheless necessary for the proper supply of the Goods, the Supplier shall perform this work, and such work shall be deemed to have been included in the Price.
- 6.4 With the exception of any obligations which the Purchaser expressly agrees to perform under the Purchase Order, the Supplier shall be responsible for doing everything necessary for the provision(s) of such Goods to the Purchaser.

## **VII. Prices**

- 7.1 The Price payable for the Goods shall, if necessary, be inclusive of installation as well as all royalties, fees, or other amounts payable to any third party in respect of the Goods.
- 7.2 Unless otherwise agreed in writing, all Prices stated in the Purchase Order are firm, non-revisable, and include all charges for packing, packaging, loading, transporting, insuring, delivering, and unloading to the delivery point specified in the Purchase Order along with any duties, taxes, and levies other than VAT.
- 7.3 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase, volume, or otherwise, which the Supplier customarily grants to its customers.
- 7.4 The Prices which the Supplier offers to the Purchaser shall be no greater than those that the Supplier charges to its most favoured customers, due regard having been given to relevant differences in specifications, quantities, economic conditions at the time of order, and other terms of supply.
- 7.5 Any increase in the Price, whether on account of increased materials, labour costs, transport costs, and any other costs, fees, and expenses, or for any other reason, shall be subject to the express prior written consent of the Purchaser.
- 7.6 The Purchaser reserves the right to deduct from the Price:

- a) the Price of any defective Goods or services;
- b) any costs and expenses incurred by the Purchaser in returning defective Goods to the Supplier;
- c) any consequential loss or loss of profits arising therefrom;
- d) any liquidated damages due in accordance with Clause 10.3 below; and
- e) any other set-off or counterclaim to which the Purchaser may at any time be entitled.

#### **VIII. Invoicing and Payments**

- 8.1 Each delivery shall be covered by a separate invoice.
- 8.2 Each invoice shall specify the total gross and net weight of each consignment, the quantities delivered, the Purchaser's Purchase Order number, the Price, any discounts granted and, if applicable, any related expenses defined in the Purchase Order.
- 8.3 Unless otherwise stipulated in the Purchase Order, payment terms shall be forty-five (45) days following the delivery and acceptance of the Goods by the Purchaser. Payment shall be made by bank transfer or cheque provided the invoice complies in all respects with Clause 8.2.
- 8.4 Payment by the Purchaser of the Price shall not constitute as an acceptance of the Goods. The Purchaser may withhold payments to the Supplier if it is found that the Goods fail to comply with any specifications relayed in the Purchase Order or in the event of breach by the Supplier of all or any of the clauses in the Purchase Order.
- 8.5 The Purchaser may, at any time, set off any amount owed by the Supplier to the Purchaser, whether under the applicable contract of sale or otherwise, against any amount owed by the Purchaser to the Supplier (including any applicable VAT payable).

#### **IX. Delivery**

- 9.1 Unless otherwise agreed in writing, delivery of the Goods and/or the performance of any services shall take place on the Delivery Date at the place and time stated in the Purchase Order and shall be accompanied by a delivery note bearing the number of the Purchase Order and the description and quantity of the Goods delivered.
- 9.2 The Supplier will provide the Purchaser with any information which may be necessary or useful to enable the Purchaser to take delivery of the Goods.
- 9.3 Each delivery shall correspond exactly to the quantity stated in the Purchase Order and the Purchaser reserves the right to return any surplus of Goods in accordance with Clause XII.
- 9.4 Acceptance of the delivery of Goods shall not be deemed to constitute acceptance of the Goods.

- 9.5 If the delivery is incomplete, without prejudice to any other rights or remedies the Purchaser may have under the Purchase Order or at law, the Purchaser reserves the right to accept or reject the Goods notwithstanding signature by the Purchaser of the delivery note, and to suspend any payment(s) due.
- 9.6 Delivery or performance by instalments shall be subject to the express prior written consent of the Purchaser, and in the event the Purchaser accepts delivery of the Goods by instalments, each delivery shall be invoiced separately but the deliveries shall be treated as a single order and not severable.
- 9.7 Delivery prior to the Delivery Date shall not give rise to any increase in the Price.
- 9.8 The Purchaser may order the Supplier to suspend delivery of the Goods or performance of the services at any time for up to thirty (30) days, provided that the Purchaser shall provide the Supplier with written notice of such suspension at least ten (10) days prior to the Delivery Date and the Purchaser shall be under no liability to the Supplier in connection with any such suspension. In the event of a suspension by the Purchaser in accordance with this Clause 9.8, the Supplier shall be liable for storing the Goods until the new Delivery Date at its own risk and cost.

**X. Delays in Delivery**

- 10.1 Time shall be of the essence in relation to the performance of any and all of the Supplier's obligations under the Purchase Order.
- 10.2 The Supplier shall immediately, and in any event, within three (3) working days give the Purchaser written notice of any delay in the delivery of the Goods or the performance of any services that occurs or is foreseen by the Supplier. Such notice shall include details of any resultant effect on the Delivery Date, the causes of such delay, and the corrective action proposed by the Supplier. The giving of such notice of delay shall not release the Supplier from using its best endeavours to overcome such delay and shall be without prejudice to any rights or remedies the Purchaser may have under the Purchase Order or at law.
- 10.3 Notwithstanding the receipt of a notice in accordance with Clause 10.2 above, the Purchaser reserves the right at its sole discretion and without prejudice to any other rights and remedies it may have under the Purchase Order or at law:
- a) to agree to an extension of the Delivery Date or a revised performance schedule; and/or
  - b) to cancel the Purchase Order, in whole or in part, and the Supplier shall not be entitled to any compensation for cancellation of the Purchase Order and shall reimburse to the Purchaser all costs and expenses incurred by the Purchaser as a result of the cancellation of the Purchase Order, including but not limited to, the cost of purchase of substitute items obtained from other suppliers; and/or

- c) to levy against the Supplier without prior notice liquidated damages of two percent (2%) of the value of the delayed order for each week (or part of the week) of delay up to a maximum of twenty percent (20%) of the total value of the Purchase Order. The payment of such liquidated damages by the Supplier shall not release the Supplier from the performance of its obligations under the Purchase Order and shall be, without prejudice, the right of the Purchaser to claim additional damages to the extent that the liquidated damages paid do not cover fully all damages that are suffered by the Purchaser as a result of the Supplier's delay.
- 10.4 Without prejudice to any rights or remedies the Purchaser may have under the Purchase Order or at law, if the Purchaser has already accepted part of a delivery or performance of the Goods, and in the reasonable opinion of the Purchaser, such Goods cannot be used or operated without the Goods which are late in being delivered or performed, the Purchaser reserves the right to return any Goods which have already been delivered at the expense of the Supplier and the Supplier will forthwith reimburse to the Purchaser any amount(s) already paid to the Supplier in respect thereof and/or in the performance of any services.

## **XI. Passing of Property and Risk**

- 11.1 Without prejudice to any right of rejection which may accrue to the Purchaser, full title to the Goods (insofar as such Goods do not constitute services) shall pass to the Purchaser at the earliest of:
- a) the date the Goods are delivered to the Purchaser; or
  - b) the date the Purchaser makes payment(s) for said Goods, and the Supplier agrees to execute all documents and do all things necessary to perfect such transfer of title.
- 11.2 Risk of the Goods (insofar as such Goods do not constitute services) shall remain with the Supplier until said Goods are delivered in accordance with the Purchase Order.

## **XII. Rejection and Return of Goods**

- 12.1 The Purchaser shall not be deemed to have accepted any part of the Goods until after the Purchaser, or its sub-purchasers, have conducted a physical inspection of the Goods and confirmed to the Supplier that they are in accordance with the Purchase Order. The Purchaser may, by written notice to the Supplier, reject Goods which it reasonably believes are not in accordance with the Purchase Order until a reasonable time after such inspection.
- 12.2 In the notice of rejection, the Purchaser shall specify the reasons for rejection and return the rejected Goods to the Supplier (insofar as such Goods do not constitute services) at the Supplier's risk and expense. Unless the Purchaser notifies the Supplier to the contrary, the Supplier shall replace such rejected Goods without delay and at no cost to the Purchaser with Goods which are, in all respects, in accordance with the Purchase Order and shall reimburse the Purchaser for any advance payment made by the Purchaser in respect of such rejected Goods.

- 12.3 The rejection of the Goods by the Purchaser shall in no way relieve the Supplier of its liability with respect to delivery time, and, without prejudice to the generality of the foregoing, any Goods delivered which are not in accordance with the requirements of the Purchase Order shall be treated as a late delivery and subject to the provisions of Clause X.

### **XIII. Packaging**

- 13.1 The Goods shall be marked in accordance with the Purchaser's instructions and in accordance with any applicable regulations and requirements. Additionally, the Goods shall be packaged by the Supplier in containers built to ensure that the contents arrive in perfect condition and will subsequently remain in perfect condition when in storage. The Goods shall be delivered to the Purchaser by a method of transport which ensures that the Goods arrive in perfect condition.
- 13.2 The Supplier shall be liable and shall indemnify the Purchaser for all losses, damages, and expenses (whether direct, indirect, or consequential) suffered or incurred by the Purchaser in connection with, arising from, or as a result of any claim in relation to unsuitable containers and/or packaging materials which do not comply with any relevant laws, rules, or regulations.
- 13.3 Unless otherwise agreed in writing, the Purchaser shall not be required to return to the Supplier any packaging materials or containers.

### **XIV. Inspection and Testing**

- 14.1 When the Purchaser provides the Supplier with raw materials, the Supplier shall perform an incoming inspection of these raw materials, whether consigned or not, in accordance with the Acceptable Quality Limit (the "AQL") table defined in the related Supplier Documents.
- 14.2 The Supplier shall carry out, at its own costs, an outgoing inspection of the Goods in accordance with the AQL table defined in the related Supplier Documents and provide certification for each as specifically required by the Purchase Order or as otherwise required by law, appropriate codes, and sound engineering practices. The Supplier shall give the Purchaser not less than fourteen (14) days written notice by e-mail or facsimile of the time and place of any such examinations and/or tests. The Supplier shall, upon the Purchaser's request, provide the Purchaser with a copy of all relevant examination and/or test data. No Goods shall be delivered until all applicable tests and inspections have been completed revealing no defects therein.
- 14.3 The Purchaser reserves the right to attend and witness all examinations and tests of Goods as well as to carry out its own examination, testing, and inspection of Goods and to audit any services performed. The Purchaser shall be allowed, free of charge, to reasonable access to the Supplier's premises and, where reasonably practicable, to the premises of a Sub-Supplier for the purpose of examination and testing as described herein.
- 14.4 The Supplier shall provide, free of charge, to the personnel or authorised representatives of the Purchaser the conducting of any examination, testing, and inspection on behalf of the Purchaser as well

as any and all reasonably necessary equipment, supplies, and facilities to enable the Purchaser's tasks to be carried out at the Supplier's premises or, where reasonably practicable, at the premises of a Sub-Supplier.

- 14.5 None of the following shall relieve the Supplier of its obligations under the Purchase Order or be deemed to constitute any acceptance of the Goods by the Purchaser:
- a) the attendance or nonattendance of the Purchaser at examination and/or testing performed by the Supplier; nor
  - b) the examination, testing, or inspection by the Purchaser; nor
  - c) the review or approval by the Purchaser of documents or other work of the Supplier.
- 14.6 The Purchaser reserves the right to appoint third parties to examine, test, inspect, expedite, and administer the Purchase Order on its behalf and the Supplier shall treat these third parties as if they were the Purchaser's own personnel.
- 14.7 The Purchaser and its authorised representatives shall have the right at all reasonable times during the period of the Purchase Order, and for a period of five (5) years thereafter, to inspect all records and related documents, procedures, and controls, including to interview the Supplier, its agents, and Sub-Suppliers for the sole purpose of determining whether there has been compliance with the requirements of the Purchase Order. The Supplier shall keep all records and related documents, procedures, and controls relating to the Purchase Order for a period of five (5) years from the completion or the performance of the Purchase Order.
- 14.8 The Supplier shall bear all costs associated with the inspection.

#### **XV. Specific Provisions When the Purchaser Provides Raw Materials**

- 15.1 Unless otherwise agreed in writing, the Supplier undertakes to perform an incoming inspection of the raw materials, whether consigned or not, in accordance with the AQL table.
- 15.2 Warranty.
- 15.2.1 The Supplier warrants and represents to the Purchaser that:
- A. The design, construction, and quality of the Goods (including replacement parts) shall comply in all respects with the Supplier Documents, performance criteria, drawings, and any other descriptions supplied by the Purchaser and shall be new, fit, sufficient, and of satisfactory quality for the purposes for which the Goods are intended as evidenced in the Purchase Order; and
  - B. It has the experience and capability (including sufficient and competent engineers, supervisors, and any other personnel), and has available all requisite services, expertise, and financing and shall make available all requisite materials, tools, and equipment for the satisfactory and timely supply of the Goods; and

- C. It shall observe and exercise the standard of care and competence which reputable suppliers normally practice in the performance of similar work and shall not incorporate into the Goods, without the prior written approval of the Purchaser, any design or feature unless said design or feature has been incorporated in items similar to the Goods ordered and proven in commercial service; and
  - D. Any services performed by the Supplier or a Sub-Supplier shall be always performed to the highest standards of workmanship and with all due speed, care, skill, and diligence and such services shall be carried out in accordance with any specifications supplied by the Purchaser and in accordance with the best standards prevailing in the Supplier's industry; and
  - E. The Goods supplied, and any services performed, shall be in compliance with the relevant requirements of any statute, statutory instrument, order, or regulation which may be in force from time to time when the same are supplied.
- 15.2.2 If any malfunction, breakdown, or defect attributable to the faulty design, (other than faulty designs made, furnished, or specified by the Purchaser for which the Supplier has disclaimed responsibility in writing prior to commencing the manufacture of Goods in accordance with such design), the Supplier's erroneous use of data, inadequate or faulty materials, workmanship, or operating characteristics of any Goods, or the breach of any of the warranties set out in Clause 15.2.1, arises at any time up to two (2) years after the date on which such Goods are put into commercial use by the Purchaser, its sub-purchasers, or customers and the Supplier is given written notice thereof by the Purchaser, the Supplier shall, at its own expense and as quickly as possible, at the option of the Purchaser make such alterations, repairs, and/or replacements as may be necessary so that the Goods comply with the contractual specifications and warranties set out in Clause 15.2.1 above and shall reimburse the Purchaser for any and all costs and expenses incurred by the Purchaser in connection with the rectification of such malfunction, breakdown, or defect.
- 15.2.3 In the event that the Supplier does not commence and diligently proceed to complete the alteration, repair, or replacement of the Goods in accordance with Clause 15.2.2 within the time agreed between the Parties (to be a reasonable period in the event that the Parties fail to agree such time), the Purchaser may carry out such remedy or procure that a third party carries out such remedy on its behalf and all costs thereof shall be borne by the Supplier provided that prior written notice of the performance of the remedy by or on behalf of the Purchaser is given to the Supplier. The Purchaser shall have the right to set off any amount owed to it by the Supplier pursuant to this Clause 15.2.3 against any monies owed by the Purchaser to the Supplier (whether under the Purchase Order or otherwise).
- 15.2.4 If the Supplier replaces or repairs Goods pursuant to Clause 15.2.2, then the provisions of Clause 15.2.1 and 15.2.3 shall apply to such replaced or repaired Goods for a period of one (1) year from the date they are introduced back into commercial use.
- 15.2.5 For the avoidance of doubt, all representations, warranties, and guarantees given by the Supplier under the Purchase Order are conditions of the Purchase Order.

15.2.6 Each of the representations, warranties, and guarantees set out in this Clause XV is separate and independent, and such representations, warranties, and guarantees are additional and are not in lieu of any warranties, conditions, terms, or remedies provided for or implied by law.

15.2.7 The terms of this Clause XV shall survive the expiration or termination of the Purchase Order.

## **XVI. Purchaser's Tools**

16.1 Any tools, molds, or other equipment provided or paid for by the Purchaser to the Supplier in the performance of the Purchase Order (hereinafter referred to as the "**Purchaser's Property**") shall be and shall remain the property of the Purchaser and the Supplier shall keep the Purchaser's Property clearly labelled as being the property of the Purchaser at all times. The Supplier shall hold the Purchaser's Property as bailee and shall use the Purchaser's Property exclusively for the performance of the Purchase Order for and on behalf of the Purchaser and shall return the Purchaser's Property to the Purchaser forthwith upon its request.

16.2 The Supplier shall exercise all necessary care in safeguarding and maintaining the Purchaser's Property and will be liable for any loss or damage thereto or caused to the Purchaser's Property whilst it is in the possession or under the control of the Supplier. The Supplier shall insure the Purchaser's Property to its full replacement value in the joint names of the Supplier and the Purchaser and to the satisfaction of the Purchaser against loss, damage, theft or destruction. All monies received under such insurance shall be paid directly to the Purchaser.

16.3 The Supplier shall not pledge, charge, or grant liens over or claim any title, right, or interest in the Purchaser's Property.

## **XVII. Insurance, Liability, and Indemnity**

17.1 The Supplier shall maintain, at its own cost, full and sufficient insurance cover with a reputable insurance company to cover its actual and potential liabilities hereunder within limits acceptable to the Purchaser and will, on the request of the Purchaser, produce appropriate evidence confirming that such insurance is in place.

17.2 The Supplier shall be liable for all direct losses, damages, costs and expenses (such as but not limited to the loss of profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims) suffered by the Purchaser as a result of any breach of warranty by the Supplier, default by the Supplier in the performance of its obligations under the Purchase Order, misrepresentation by the Supplier, or the Purchaser terminating the Purchase Order pursuant to Clause XIX.

17.3 The Supplier shall indemnify and hold the Purchaser harmless from and against any and all liabilities for death, illness, or injury to any third party or for loss or damage to any third party's property and against all claims, demands, proceedings and causes of action resulting directly or indirectly therefrom and arising out of any act or default on the part of the Supplier, its Sub-Suppliers, servants, or agents in the performance of any of its obligations under the Purchase Order, including, without limiting the generality

of the foregoing, any liability arising under any relevant product liability legislation applicable from time to time.

**XVIII. Suspension by the Purchaser for Cause**

- 18.1 If the Supplier fails to comply with any of its obligations under the Purchase Order, the Purchaser may order the Supplier to suspend the Purchase Order in whole or in part, at any time for up to six (6) months, without prejudice to the Purchaser's other rights in law or under the Purchase Order.
- 18.2 Any and all costs to the Supplier due to a suspension under this Clause XVIII shall be to the sole account and expense of the Supplier.

**XIX. Termination by the Purchaser**

- 19.1 The Purchase Order shall automatically terminate if the Supplier breaches any of its contractual obligations and fails to remedy its breach within eight (8) calendar days from receipt of a receipted, recorded delivery notice to comply from the Purchaser, without prejudice to any claim for damages for non-performance of the obligation concerned becomes insolvent or has a receiving order made against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation), or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or carries out its business under a Receiver, Manager, Administrative Receiver or Administrator for the benefit of its creditors or any of them, or is the subject of proceedings, analogous to any of the foregoing in any jurisdiction in which it is incorporated or carries on its business.
- 19.2 The Purchaser shall be entitled to terminate the Purchase Order in whole or in part, upon notice to the Supplier, if the end customer of the Purchaser cancels its order for the Goods with the Purchaser, or, the project for which the Purchaser wishes to acquire the Goods for is cancelled. The Supplier shall accept, in settlement of any and all claims under the cancelled Purchase Order, payment by the Purchaser of all reasonable and documented third party fixed costs incurred by the Supplier in relation to the Goods which are the subject to the cancelled Purchase Order and which the Supplier can demonstrate could not reasonably be avoided by the Supplier acting in accordance with established market practice.
- 19.3 Upon termination by the Purchaser under Clauses 19.1 and 19.2 hereof, the Purchaser may:
- a) return to the Supplier, at the Supplier's cost and risk, part of or all of the Goods delivered; and/or
  - b) enter the Supplier's premises and recover any Goods in which the title has passed to the Purchaser under Clause 11.1 hereof.
- 19.4 Any and all losses, damages, expenses, and costs incurred by the Purchaser as a result of such termination, whether direct, indirect, consequential or otherwise, including but not limited to liquidated damages, shipping and storage costs, and costs involved in having the Goods supplied by third parties, shall be to the sole account and expense of the Supplier.

**XX. Confidentiality and Publicity**

- 20.1 The Supplier shall, and shall procure, that its employees and Sub-Suppliers maintain in strict secrecy and shall not divulge to any third party (except employees of the Supplier on a “need-to-know” basis and any Sub-Suppliers accepting a like obligation of secrecy, and then only to the extent necessary for the performance of Sub-Orders), any information, data, and documentation furnished by the Purchaser to the Supplier in connection with the Purchase Order or becoming known to the Supplier through its performance of work under the Purchase Order, in so far as it is not in the public domain other than through the act or omission of the Supplier. Save to the extent necessary for the provision of the Goods, the Supplier shall neither copy nor make abstracts of documents relating to the Purchase Order on its own behalf or on the behalf of any third parties.
- 20.2 The Supplier shall be responsible for the compliance of its employees and Sub-Suppliers with the obligations of the Supplier under this Clause XX.
- 20.3 The Supplier shall not disclose the existence of the Purchase Order or the Purchaser’s name in any brochure, internal house organ, publicity material, or other similar communication to any third party without the prior written consent of the Purchaser.
- 20.4 Photographs of any of the Purchaser's equipment, installations, or property shall be taken only with the Purchaser's prior written consent. Any such photographs, including digital copies, negatives, or any form of stored or reproduced images, whether on cloud storage, online platforms, or any other medium, shall be considered proprietary information of the Purchaser.
- 20.5 The provisions of this Clause XX shall survive the termination or expiration of this Purchase Order for any cause whatsoever but shall cease to apply to any information, data, or documentation upon such information, data, or documentation going into the public domain otherwise than by breach by the Supplier of its obligations herein contained.

**XXI. Intellectual Property**

- 21.1 Any reports, specifications, drawings, documents, plans, designs, or computer software supplied by the Purchaser to the Supplier in connection with the Purchase Order shall remain the exclusive property of the Purchaser and shall be used by the Supplier for the sole purpose of the execution of it's the Supplier's obligations under the Purchase Order and shall be returned forthwith to the Purchaser upon completion of the Purchase Order or termination thereof for any reason whatsoever.
- 21.2 Titles to all drawings, specifications, calculations, and other documents or computer software (including object codes and documented source codes of software) prepared by the Supplier or the Sub-Suppliers specifically in connection with the supply of the Goods to the Purchaser together with any copyrights, design rights, or other intellectual property rights therein shall vest exclusively in the Purchaser and the Purchaser shall have the right to use all drawings, specifications, calculations and other documents or computer software supplied under the Purchase Order without any obligation of any kind whatsoever to the Supplier or the Sub-Suppliers.

- 21.3 Goods made specifically to the Purchaser's specifications shall not be manufactured by the Supplier for or used by the Supplier for any third party without the Purchaser's prior written consent.
- 21.4 The Supplier undertakes not to assert against the Purchaser any intellectual property rights held by the Supplier in the Goods and to obtain from its personnel, Sub-Suppliers, creators and inventors, and more generally any person directly or indirectly involved in the development and/or manufacture of the Goods, all the rights necessary to freely assign to the Purchaser the Goods and the intellectual property rights therein.
- 21.5 Any invention, whether patentable or not, made by the Supplier in connection with the execution of any Purchase Order placed by the Purchaser for inter alia, the development of a new product or a new process, shall be the exclusive property of the Purchaser. The use of any such invention by the Supplier shall be authorised for the sole purposes of the performance of the Purchase Order(s) placed by the Purchaser with the Supplier unless otherwise agreed by the Parties in a separate agreement.
- 21.6 The Supplier shall pay all royalties and license fees which may be payable on account of the manufacture and/or performance by it of the Goods or services hereunder or any part thereof.
- 21.7 The Supplier shall indemnify and hold the Purchaser, its successors, assignees, vendees, and users of the Goods harmless from and against any and all claims, demands, damages, losses, costs and liabilities arising out of or resulting from the actual or alleged infringement by the Goods or by the services performed by the Supplier of any rights, patents, or other intellectual property rights or any litigation based thereon. If the Goods or any part thereof are held to constitute an infringement of the patents or other intellectual property rights of any third party and use thereof is enjoined, the Supplier shall, at the discretion of the Purchaser, and at the expense of the Supplier, either replace the infringing Goods or part thereof by non-infringing goods and/or parts with similar technical specifications as those of the infringing Goods or parts thereof. The Supplier shall furthermore modify such Goods or part thereof so that they become non-infringing without affecting the performance thereof, and/or obtain the right for the Purchaser, its successors, assignees, vendees, and users of the Goods to continue the use of the Goods at no cost to any of them.
- 21.8 Any alternative goods supplied to the Purchaser by the Supplier in accordance with Clause 21.7 shall be deemed to be the Goods for the purposes of the Purchase Order including, without limitation, for the purposes of the warranties and guarantees set out in Clause XXII below.

**XXII. Legal and Beneficial Owner**

- 22.1 The Purchaser warrants that it shall sell the Goods (to the extent that such Goods do not consist of services) as the sole legal and beneficial owner.

**XXIII. License**

- 23.1 The Supplier grants to the Purchaser an irrevocable, transferable, non-exclusive, and royalty-free licence to use all technology, data, information, materials, patents and know-how now or hereafter owned or

controlled by the Supplier relating to the Goods and necessary for the development, manufacture, and use of the Goods and their repair or alteration, whether by the Purchaser or a third party of its choice, in the event that any of the following events occurs:

- a) termination for whatever reason of the development or manufacture of the Goods under the Purchase Order; or
- b) the bankruptcy or winding up of the Supplier or any other analogous proceedings against the Supplier; or
- c) termination of the Purchase Order due to breach by the Supplier of any of its obligations hereunder; or
- d) the Supplier ceasing to conduct business for any reason.

#### **XXIV. Applicable Law and Jurisdiction**

- 24.1 These T&C and the Purchase Order shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.
- 24.2 Any dispute, controversy, or claim arising out of or in connection with any of the T&C or the Purchase Order including its existence, validity, interpretation, performance, breach, or termination, shall be referred to and finally resolved by the competent courts of Hong Kong, save that the Purchaser reserves the right to bring proceedings against the Supplier in any other court having jurisdiction over the Supplier or its assets.
- 24.3 In the event of any disagreement or dispute between the Parties and notwithstanding any legal proceeding arising out of or in connection with the T&C, Purchase Order, or its performance, the Supplier and the Purchaser shall carry out their obligations hereunder until a final judgment has been issued by the competent court unless the Parties agree otherwise in writing, and thereafter in accordance with such judgment. Any failure to proceed in accordance with the foregoing shall constitute a breach of a condition of this Purchase Order.

#### **XXV. Compliance with Laws, Regulations, Codes, and Standards**

- 25.1 The Supplier warrants that, in undertaking the requirements of the Purchase Order, both the Supplier and all of the Goods supplied to the Purchaser shall comply with all applicable laws, regulations, codes and standards including, without prejudice to the generality of the foregoing, all regulations relating to export and import, health, safety, packaging, labelling, environmental, manufacture and delivery, and shall use its best endeavours to procure that any Sub-Suppliers comply therewith.
- 25.2 The Supplier shall defend, indemnify, and hold harmless the Purchaser against any and all fines, penalties, or sanctions of a similar nature which may be imposed on the Purchaser by any government authority by reason of a breach of Clause 25.1 as well as against any and all claims, suits, and proceedings related thereto.

- 25.3 All taxes, fees, customs, import duties, and related charges of whatever nature imposed upon the Supplier as a result of the execution of the Purchase Order and shall be paid by the Supplier. In this event, the Supplier shall indemnify and hold the Purchaser harmless.

**XXVI. Waiver and Severability**

- 26.1 Failure or delay of the Purchaser in exercising any of its rights under the Purchase Order shall in no way constitute a waiver of those rights nor shall such failure excuse the Supplier from any of its obligations under the Purchase Order.
- 26.2 No single or partial exercise of any right, power, privilege, or remedy by the Purchaser under the Purchase Order shall prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 26.3 The rights, powers, and remedies of the Purchaser provided in these T&C are cumulative and are not exclusive of any rights, powers, or remedies provided by law or otherwise.
- 26.4 The Parties agree that if any part of the Purchase Order is found to be unreasonable, invalid, void, unenforceable or unlawful under any enactment or rule of law pertaining thereto of any jurisdiction, the legality, validity, and enforceability of the remainder of the Purchase Order in that jurisdiction shall not be affected, and the legality, validity, and enforceability of the whole of these T&C shall not be affected in any other jurisdiction.

**XXVII. Liens and Claims**

- 27.1 The Supplier undertakes not to create or do anything (including by act or omission) which could result in the creation of any lien, charge, or other encumbrance on the property of the Purchaser (or the property of the Supplier which could in any way affect the Supplier's performance of its obligations hereunder), and the Supplier hereby declares that it has not created any such lien, charge, or other encumbrance or done anything herein above prior to the Purchase Order.
- 27.2 The Supplier shall protect, indemnify, and hold the Purchaser harmless from and against any and all liabilities, demands, costs, expenses, claims, fines, penalties and the like incurred in connection with the discharge of any lien claimed against the Goods or the property of the Purchaser created or caused by any act, omission, or negligence by the Supplier and/or by the Sub-Suppliers or their respective employees and agents. The Purchaser shall have the right to deduct from any sums due or becoming due to the Supplier such amounts necessary to discharge any lien or claim unless the Supplier satisfactorily evidence forthwith that such lien is not valid.

**XXVIII. Assignment and Sub-Letting**

- 28.1 The Purchase Order shall not be assigned or sub-let, in whole or in part, by the Supplier without the expressed prior written consent of the Purchaser. Notwithstanding the consent of the Purchaser, the

Supplier shall not be relieved of any obligations under the Purchase Order and for the purpose of the Purchase Order, the Supplier shall be deemed to have supplied the Goods to the Purchaser.

28.2 Any sub-letting of the whole or any part of the Purchase Order by the Supplier shall not create any contractual relationship between any Sub-Suppliers and/or agents and the Purchaser.