

## CONDITIONS OF SALE

1. **Definitions:** In these terms and conditions "these conditions" shall mean these terms and conditions: "Master K" shall mean Master K Asia Pacific Limited; "the purchaser" shall mean the person, firm or company who buys or who has agreed to buy goods; "goods" shall mean, scales, personal electronic appliances or other article(s) and shall include, without prejudice to the generality of the expression, professional services, to be sold to the Purchaser by Master K; "the Order" shall mean the contract entered into by Master K and the Purchaser hereby; and "liability whatsoever" shall include, without prejudice to the generality of the expression, liability in tort and in contract including liability for consequential loss (including loss of profit) or damage of any kind howsoever caused or arising.
2. **General:** No order will be binding on Master K until accepted in writing and no contracts or orders will be entered into by Master K except on these Conditions. If these Conditions differ in any respect from the conditions sought to be imposed by the Purchaser this document shall constitute an offer and the Purchaser's delivery instructions or acceptance of delivery of the goods or other conduct confirming the Order shall constitute the Purchaser's acceptance of Order on these conditions. These conditions can only be varied if such variation is agreed by separate letter of Master K.
3. **Quotations:** (a) Unless otherwise stated in writing, the prices quoted for the goods are exclusive of delivery charges for delivery, Value Added Tax and all applicable taxes and duties. (b) The price quoted by Master K for the goods are based upon the agreed quantity and quality of the goods and the quantity in respect of each order and upon current wages and material costs. (c) Master K reserves the right to vary the price of the goods and the goods will be charged at prices ruling at the date the order is accepted. (d) Master K shall be entitled to adjust the price whether before or after delivery of the goods in the event of any error or omission on the part of Master K affecting the price or its calculation
4. **Delivery:** (a) Master K will coordinate with Purchaser to arrange (by normal transport) for delivery of the goods to such destinations as have been notified to Master K by the Purchaser. (b) If for any reason the Purchaser fails to notify Master K of the place for delivery or to take delivery of any of the goods, Master K shall be entitled to invoice the Purchaser for any expense incurred by Master K as a consequence of the Purchaser's failure to take delivery as aforesaid. (c) The Purchaser agrees to accept the goods subject to the usage and wear resulting from their being taken to the place of delivery. (d) If the Purchaser wishes the goods to be delivered urgently and notifies Master K to that effect, the Purchaser shall pay the cost of any such delivery.
5. **Delivery Date:** Master K will use all reasonable means to complete the parts of the Order within the time or by the date specified by Master K and will prepare schedules in respect of such deliveries but any time or date named or accepted by Master K for delivery or completion is not a condition and shall not form part of any description of the goods. Time for delivery of the goods is not, and shall not be made by the service of notice by the purchaser, of the essence of the contract.
6. **Force Majeure:** In the event of late completion or non-performance of, or Master K's inability to complete, the order through trade disputes, inclement weather, shortage of or inability to obtain, material, equipment, labour or transportation, breakdowns, acts of God or by any cause whatsoever outside its control, then and in any such case Master K may vary or cancel the order or any part thereof by notice and shall be under no liability whatsoever to the Purchaser for loss or damage however arising.

- 7. Payment:** (a) Unless otherwise stated in writing, Master K will invoice the goods upon confirming an Order or before delivery of goods. (b) Invoices shall become due for payment, without any deduction whatsoever, immediately upon its receipt by the Purchaser and in no case later than beginning delivery of the goods. Payment of the price on such day shall be of the essence of the contract. The payment must be received by Master K in the period specified. (c) If payment is not punctually received, Master K shall withhold the delivery of goods. The Purchaser shall be liable for all damages and losses suffered by Master K and the Purchaser in the event of such withholding. (d) If payment is not punctually received but Master K elects to delivery the goods. The payment will become immediately payable together with late payment charge accrued thereon from the date payment is due at the rate of 15 percent per annum. (d) Credit is not allowed to the Purchaser unless agreed in writing by Master K and the Purchaser shall not be entitled to make any deduction from payment of the price of the goods in respect of any set-off or counter claim (whether in respect of the goods being the subject matter of this contract or other goods) unless both the validity and the amount of the deduction have been admitted by Master K in writing.
- 8. Standard of Quality and Quantity:** (a) Unless otherwise stated in writing, Master K will use standard materials whenever available, but if not available Master K shall substitute the most suitable alternative material. Master K, whose policy is one of continuous improvement, reserves the right to make any changes, without notice, in materials, dimensions and designs which it thinks reasonable or desirable. (b) Drawings, specimens, catalogues, price lists, brochures, illustrations, photographs and descriptions and statements by employees and agents made prior to the order are intended as a guide only and are not warranted to be accurate, do not form any part of the description of the goods and do not give rise to any independent or collateral liability of whatsoever nature on the part of Master K. All items of this nature supplied to the Purchaser are the property of Master K and may not be copied or reproduced by the Purchaser. (c) Surface appearance, colour and dimensional accuracy shall each have a standard agreed on submission of samples and all efforts will be made by Master K to conform to such a standard but, unless otherwise stated in writing, the goods are not warranted to be accurately to such a standard and the standards do not form part of the description of the goods. (d) Items may be withdrawn from the catalogue and specifications altered by the company without notice.
- 9. Cancellation or Suspension:** (a) Cancellation by the Purchaser of the Order or any part thereof shall not be accepted by Master K unless Master K (on such terms and conditions as it may require) gives its written consent to such cancellation and the Purchaser shall be liable for all damages and losses suffered by Master K in the event of such cancellation. Goods returned without Master K 's written consent will not be accepted for credit. Carriage on returned goods to be paid by the customer. (b) This Order may be suspended or cancelled by Master K if the Purchaser defaults over payment of any sum due to Master K under the order or any contracts between Master K and the Purchaser.
- 10. Risk and Insurance:** (a) The goods shall be at the Purchaser's risk from the occurrence of the first of the following events:- (i) the transfer of title in the goods to the Purchaser; or (ii) the delivery of the goods to the Purchaser or if the Purchaser is to collect, the notification to the Purchaser that the goods are ready for delivery.

- 11. Transfer of Property:** (a) Master K may at any time and from time to time until title has been transferred in the goods require them to be returned and if this requirement is not immediately complied with may retake possession of the goods. Such return or retaking of goods shall be without prejudice to the purchaser's obligation to purchase the goods. (b) The Purchaser (not as agent of Master K) may agree to resell the goods in the routine course of dealing and on normal trade terms, notwithstanding that title has not passed in the goods provided Master K has not required their return under (a) above and provided none of the events in (g) below have occurred. Any agreement to sell shall be subject to and not prejudice this agreement and shall not prejudice Master K's right to retake possession of the goods. The Purchaser may not otherwise deal with or dispose of the goods until title has passed. (c) The title in the goods and beneficial ownership thereof shall remain in Master K until the Purchaser has paid full price as well as any other payments due to Master K thereunder. (d) If and whenever so requested by Master K the Purchaser will mark the goods conspicuously as being the property of Master K. (e) Risk in the goods shall pass to the Purchaser notwithstanding any return or retaking possession by Master K. Whilst the goods are in possession of the Purchaser and before title has passed to the Purchaser, the Purchaser shall keep the goods in the same condition as that in which they were delivered and made good any damage or deterioration that occurs. (f) Through the period of the beneficial ownership of Master K in accordance with the above provisions, the Purchaser shall in its fiduciary capacity hold the goods to the account and for the benefit of Master K. If the goods or any part thereof should become constituents of or be processed or converted into other goods whilst subject to Master K's beneficial ownership Master K shall have title to and beneficial ownership in such goods as if they were solely and simply the goods and according to sub-clause (a) above shall so far as appropriate apply to such other goods. (g) The Purchaser agrees to procure that whilst the price of any of the goods remain outstanding no receiver will be appointed of its undertaking and assets or any part thereof and it will not go into liquidation, cease business or cease to pay its debts as they fall due. If it fails so to procure Master K may repudiate the Order by notice. (h) So long as the title in the goods remains in Master K, Master K shall have the right after Master K has required their return under (a) above, with or without prior notice to the purchaser, to retake possession of the goods (and for that purpose to go upon any premises occupied by the Purchaser) and on such retaking of possession the order shall be terminated.
- 12. Resale by Purchaser:** Any resale of the goods by the Purchaser shall be as principal and the purchaser shall not incur any liability whatsoever on behalf of Master K or attempt to bind Master K to third parties in any manner whatsoever. The Purchaser shall in all dealings relating directly or indirectly to the resale or other disposition of the goods clearly indicate that it is acting as principal and shall not expressly or impliedly do any act or thing which may cause it to be taken by a third party as acting as an agent of Master K.
- 13. Default of Purchaser:** If the Purchaser commits any breach of any of these conditions or, not being a limited company, becomes bankrupt or shall have a receiving order made against him or shall make or offer to make a composition or arrangement with his creditors, or if, being a limited company, a petition shall be presented or any order made or any effective resolution passed or any other action being taken for or with a view to its liquidation or winding-up or a liquidator or receiver or similar officer shall be appointed in respect of the whole or any part of its undertaking property and assets or it shall convene a meeting for the purpose of making, or propose or enter into, any arrangement for the benefit of its creditors, then and in any such case, Master K may resell the goods and any loss sustained shall be repaid to Master K by the Purchaser. Master K shall have a lien upon the goods for any unpaid balance due and any deposit paid shall be retained by Master K.

- 14. Limitation of Liability:** In no event shall the Master K be liable for any incidental, special or consequential damages. Master K 's liability or any other claim for loss or liability arising out of or connected with these Conditions, or the manufacture, sale, delivery, resale, or use of any goods
- 15. Notices:** Any notice may be served on Master K or the Purchaser (or if more than one on any of them on behalf of all of them) either personally or by leaving it at, or sending it by post to, Master K 's or the Purchaser's (as the case may be) last known residence or place of business.
- 16. Patents and Copyrights:** (a) This Order for goods or this order taken together with other orders for goods over any period of time ( and whether the orders for such goods are with the Purchaser alone or not) shall not be capable of being regarded as giving the Purchaser any licence to use, or any right to, or Master K waiving any of its rights in respect of, any copyright, trademark, registered name, design or other industrial property right in connection with the goods. (b) All patents, copyrights, trademarks, registered names, designs and other industrial property rights in connection with the goods shall remain Master K 's absolute property and the Purchaser shall not without Master K 's written consent use any such. (c) The Purchaser warrants that no design instruction, furnished or given by the Purchaser, shall be such as to cause Master K to infringe any letters patent, copyright, registered design, or trademark or other industrial property right of any third party, and the Purchaser undertakes to indemnify and keep indemnified Master K against all costs, expenses and losses suffered by Master K in respect of any claim regarding such infringement.
- 17. Governing Law:** The Order shall in all respects be governed by the Laws of Hong Kong SAR and the parties hereto expressly submit to the jurisdiction of the courts of Hong Kong SAR.