

# Amazon Papyrus Chemicals Limited - Terms and Conditions



These terms and conditions (the “**Terms and Conditions**”) govern:

- (1) the sale and purchase of chemical products (“**Products**”) sold by Amazon Papyrus Chemicals Limited and/or its Affiliates (the “**Company**”) to you (“**you**” or the “**Customer**”); and
- (2) any services provided to the Customer at the Customer’s premises by or on behalf of the Company (the “**Services**”) and as contemplated in these Terms and Conditions.

By placing an order for the purchase of Products from the Company (via Contract, Purchase Order or otherwise), you agree to be bound by these Terms and Conditions, which constitute a legally binding agreement between you and the Company.

These Terms and Conditions were last updated as of 12 April 2024, and constitute the 2024 version of the Terms and Conditions. To ensure that you are referring to the most recent version of these Terms and Conditions, please visit <https://www.amazon-papyrus.com>. Any updates or revisions to these Terms and Conditions will be posted on the specified website.

## 1. INTERPRETATION AND DEFINITIONS

1.1 In these Terms and Conditions, the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:

“ <b>Affiliate</b> ”	means: <ol style="list-style-type: none"><li>(a) any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with another person; and</li><li>(b) in respect of any person, any officer, director, employee, agent, trustee (with such other person as beneficiary of the trust), spouse, relative of that person;</li></ol>
“ <b>Applicable Law</b> ”	means, with respect to any person, any laws, regulations, rules, standards, measures, guidelines, directives, decrees, treaties, judgments, determination, orders, proclamations, ordinances, by-laws or notices of any Governmental Agency, regulatory body or stock exchange that are applicable to such person in any relevant jurisdiction;
“ <b>Business Days</b> ”	means a day which is not a Saturday or Sunday or a bank holiday in Hong Kong;
“ <b>Contract</b> ”	means a contract or contracts entered into between the Company and the Customer governing the sale and purchase of Products between the Customer and the Company, but which shall exclude Purchase Orders;
“ <b>Governmental Agency</b> ”	means: <ol style="list-style-type: none"><li>(a) a government, government department, regulatory department or other body;</li><li>(b) a governmental, semi-governmental or judicial person including a statutory corporation; or a person (whether autonomous or not) who is charged with the administration of a law;</li></ol>
“ <b>Hong Kong</b> ”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“ <b>INCOTERMS 2020</b> ”	means the 2020 version of the International Commercial Terms, otherwise known as the INCOTERMS rules, issued by the International Chamber of Commerce;
“ <b>Midpoint Date</b> ”	means, in respect of a Product or Consignment Product, the date falling exactly halfway between the production date and the expiry date as stated on the packaging of the relevant Product or Consignment Product, rounded down to the nearest whole day;
“ <b>Order Confirmation</b> ”	means the written confirmation by the Company to sell or supply to the Customer the Products described therein; and
“ <b>Purchase Order</b> ”	means a purchase order executed by the Customer for the purchase of Products from the Company in connection with a Contract.

- 1.2 In these Terms and Conditions unless otherwise specified:
  - (a) “**includes**” and “**including**” shall mean including without limitation;
  - (b) a “**person**” includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
  - (c) “**writing**” means typed text or legible manuscript text;
  - (d) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
  - (e) headings and subheadings in these Terms and Conditions are for convenience of reference only and in no manner modify, interpret or construe these Terms and Conditions; and
  - (f) reference to the time of day is reference to time in Hong Kong.

## 2. APPLICATION OF THE TERMS AND CONDITIONS

- 2.1 These Terms and Conditions shall apply to:
  - (a) all offers, quotations, and Order Confirmations issued by the Company; and
  - (b) all Contracts and/or Purchase Order(s) between the Company and any (prospective) Customer.
- 2.2 By placing an order for the purchase of Products from the Company (via Contract, Purchase Order, or otherwise), you agree to be bound by these Terms and Conditions, which constitute a legally binding agreement between you and the Company.
- 2.3 The Company shall only accept Purchase Orders for any Products subject to these Terms and Conditions.
- 2.4 Only the issuance of an Order Confirmation by the Company in response to a Purchase Order shall constitute an agreement, which is binding on the Customer and the Company (an “**Agreement**”).

- 2.5 The Company may withdraw its offers and quotations without notice and at any time before an Agreement comes into effect.

## 3. PURCHASE ORDERS

- 3.1 Notwithstanding the existence of any Contract between the Company and the Customer, each order request made via Purchase Order is subject to acceptance by the Company via Order Confirmation.
- 3.2 The Company reserves the right to notify the Customer of revisions to any or all of the terms of sale and purchase contained in a Purchase Order submitted by the Customer. Such revised terms may be reflected in an Order Confirmation, with any revised terms in the Order Confirmation prevailing over the original Purchase Order terms.
- 3.3 In the event of a rejected or cancelled Purchase Order, the Customer shall be liable for any costs, expenses, or damages incurred by the Company, including but not limited to restocking fees, storage fees, transportation costs, and any loss of profit or opportunity.
- 3.4 The Company reserves the right to cancel any Agreement or any part thereof without liability if the Customer fails to comply with the terms of the Agreement and these Terms and Conditions, including but not limited to payment terms and any terms contained in an Order Confirmation, or any other material breach by the Customer.
- 3.5 The Company reserves the right to make any revisions to the PO Terms at any time and in its sole discretion. The Company shall use its reasonable efforts to provide prompt notification of any proposed revisions of the PO Terms to the Customer.

## 4. PRICING OF PRODUCTS

- 4.1 The prices of Products as specified in a Contract or Purchase Order (the “**Prices**”) are subject to revision and confirmation by the Company by notice to the Customer from time to time. The Company reserves the right to adjust the Prices to reflect changes in the cost of goods, raw materials, labor, transportation, taxes, duties, tariffs, exchange rates, or any other costs and expenses reasonably incurred by the Company (“**Costs**”) which are subject to fluctuation due to factors outside of the Company’s control. Any such revision to the Prices shall be reasonable and based on verifiable increases to the Costs.
- 4.2 Any revisions to the Prices shall be communicated to the Customer in writing (a “**Price Revision Notice**”) by the Company at least thirty (30) calendar days prior to the proposed effective date of the revised Prices (the “**Effective Date**”).
- 4.3 The revised Prices (the “**Revised Prices**”) shall take effect on the Effective Date. Any Purchase Order submitted by the Customer following the Effective Date shall apply the Revised Prices. All other payment terms shall remain as specified in the Contract and/or relevant Purchase Order unless otherwise agreed upon by the Company and the Customer in writing.
- 4.4 Any Purchase Orders which have not yet been confirmed by the Company via Order Confirmation on the Effective Date may either be cancelled by the Company, or confirmed via an Order Confirmation applying the Revised Prices.
- 4.5 In the event of significant fluctuations in currency exchange rates between the United States Dollar and the currency of the Customer’s country, resulting in a material impact on the Company’s Costs, the Company reserves the right to adjust the Prices accordingly.
- 4.6 All payments made by the Customer to the Company shall be made net of applicable taxes, withholdings, and any other fees or charges.

## 5. PAYMENT

- 5.1 The Company shall have the right to invoice the Customer for Products at any time after such Products have been delivered to the Customer.
- 5.2 Unless otherwise agreed in writing between the Company and the Customer, all invoices issued by the Company to the Customer shall be paid by the Customer (and the Company shall fully receive the amount of payment specified in such invoice) within thirty (30) days from the date of the invoice (the “**Acceptable Payment Period**”).
- 5.3 In the event of a delay in payment by the Customer, or receipt of funds by the Company, beyond the Acceptable Payment Period in respect of an invoice, the Company reserves the right to charge interest on the outstanding payment amount at a rate of one percent (1%) per month, compounded monthly, or the maximum rate permitted by Applicable Law (whichever is lower). The accrual of interest shall commence from the day immediately following the Acceptable Payment Period until the date upon which full payment is made by the Customer and is received by the Company.
- 5.4 The Company reserves the right to suspend deliveries of Products to the Customer in the event of non-payment of invoices within the Acceptable Payment Period. Such suspension shall remain in effect until all outstanding invoices, including any accrued interest, are settled in full.
- 5.5 Payments shall be made in the currency specified in the invoice, unless otherwise agreed in writing between the Company and the Customer. Payment shall be made by wire transfer or any other method agreed upon by the Company and the Customer.
- 5.6 The Customer shall be responsible for any applicable taxes, duties, or other charges imposed by any Governmental Agency related to the sale and delivery of the Products, unless otherwise specified in writing by the Company.
- 5.7 Any disputes regarding invoices must be raised by the Customer in writing within five (5) days of receipt of the invoice. Failure to dispute an invoice within this period shall be deemed as acceptance of the invoice and its terms.
- 5.8 Until full payment has been received by the Company for any Products, title to the Products shall remain with the Company. For the avoidance of doubt, the Customer shall bear the risk of loss, damage, or destruction of the Products between the time of delivery and full payment of the invoice by the Customer.
- 5.9 The Company reserves the right to amend these payment terms upon written notice to the Customer. Such amendments shall become effective for all future transactions following the date of the notice.

## 6. DELIVERY AND TITLE

- 6.1 The Company shall use its reasonable efforts to deliver the Products in a timely manner. The Customer acknowledges and agrees that while the Company shall endeavor to deliver the Products within the delivery times specified by the Company in an Order Confirmation, invoice, or otherwise, any such delivery times are estimates and are not guaranteed.
- 6.2 Title to the Products shall pass to the Customer:
  - (a) in accordance with the rules on transfer of title as set out in INCOTERMS 2020; and

(b) upon full payment for the relevant Products being received by the Company.  
 6.3 The rights, obligations, and responsibilities of the Customer and the Company with regard to the transfer of title, risk, and costs associated with the delivery of the Products shall be governed by the INCOTERMS 2020 rules.

**7. INSPECTION OF PRODUCTS**

7.1 The Customer shall be responsible for thoroughly and completely inspecting all Products upon delivery and receipt of the Products by the Customer, and must notify the Company of any visible defects or damage to the Products within seven (7) days from the date of receipt (the “**Inspection Period**”). The Customer shall conduct a thorough and complete inspection of the Products, including but not limited to checking for any visible discrepancies in quantity, quality, or condition as compared to the specifications outlined in the Contract or Order Confirmation.  
 7.2 In the event that the Products are found to have any visible defects or damage upon inspection, the Customer must notify the Company in writing within the Inspection Period. The written notification shall include a detailed description of the defects or damage, along with supporting documentation such as photographs or inspection reports.  
 7.3 Failure to notify the Company of any visible defects or damage within the Inspection Period shall be deemed as acceptance of the Products in their delivered condition. The Customer waives any right to claim replacement Products or compensation for defects or damage not reported within the Inspection Period, and which would have been apparent from a thorough and complete visual inspection of the Products upon delivery.  
 7.4 Upon receiving timely notification of defects or damage within the Inspection Period, the Company shall investigate the reported issues and may, at its discretion, provide replacement Products or issue a refund or credit to the Customer. Any replacement Products shall be subject to availability and may be provided on a reasonable timeframe as determined by the Company in its sole discretion.  
 7.5 The Customer acknowledges and agrees that the Company's liability for visible defects or damage is limited to the remedies outlined in this clause 7 (Inspection of Products) and that the Company shall not be liable for any incidental, consequential, or punitive damages arising from such defects or damage.  
 7.6 The Customer agrees to cooperate with the Company in the investigation of any reported defects or damage, including by providing access to the Products and any relevant documentation as reasonably requested by the Company.  
 7.7 In the event of a dispute between the Customer and the Company regarding the condition of the Products or the Customer's compliance with the inspection requirements, the Customer and the Company shall attempt to resolve the dispute through good faith negotiations.

**8. QUALITY OF PRODUCTS**

8.1 The Company affirms that, during the stated shelf life on the packaging for each of the Products, the Products are expected to meet the standards of merchantable quality and are expected to be free from significant defects that substantially affect their usability for their intended purpose (the “**Quality Assurance**”). This affirmation is subject to the following conditions:  
 (a) The Customer shall ensure proper storage, handling, and use of the Products in accordance with any provided instructions, industry standards, and Applicable Law;  
 (b) The Quality Assurance does not cover defects or damages that result from misuse, improper storage, negligence, accidents, or any other causes beyond the control of the Company; and  
 (c) The Quality Assurance does not extend to defects that could have been reasonably identified through a thorough and complete visual inspection of the Products or defects caused or contributed to by the Customer's failure to thoroughly and completely inspect the Products and report defects within the Inspection Period.  
 8.2 Should the Products fail to meet the Quality Assurance, the Company may, at its discretion, opt to replace the Products or refund the purchase price paid for the Products in question. Any replacement Products shall be dispatched by the Company as soon as practicable upon confirmation of the Quality Assurance not being met.  
 8.3 The Customer acknowledges and agrees that the Company's liability for any failure of the Products to meet the Quality Assurance is limited to the remedies outlined in this clause 8 (Quality of Products) and that the Company shall not be liable for any incidental, consequential, or punitive damages arising from such failure of the Products to meet the Quality Assurance.  
 8.4 The Customer agrees to cooperate with the Company in the investigation of any failure of the Products to meet the Quality Assurance, including by providing access to the Products and any relevant documentation as reasonably requested by the Company.

**9. CONSIGNMENT**

9.1 If expressly agreed between the Customer and the Company in writing, certain Products (“**Consignment Products**”) may be delivered to and held by the Customer on a consignment basis.  
 9.2 If the Customer is in possession of any Consignment Products, the Customer may by Purchase Order (or other written notice, as applicable) to the Company confirm purchase of any Consignment Products in accordance with any terms specified by the Company in respect of the Consignment Products (and such terms may be amended or supplemented by the Company in its sole discretion from time to time by written notice to the Customer). Title over the Consignment Products shall remain with the Company until full payment is received from the Customer for such Consignment Products.  
 9.3 The Customer must pay the Company the price of any Consignment Products in full before such Consignment Products are used by the Customer. If the Customer uses any Consignment Products without first paying the Company for such products, the Customer shall be liable to the Company for the full purchase price of any Consignment Products used, together with any appropriate penalty for late payment as determined by the Company in its sole discretion.  
 9.4 The Customer shall be responsible for maintaining any Consignment Products in good, merchantable quality while such Consignment Products are in the Customer's possession. The Customer agrees that it shall store any Consignment Products in suitable conditions to prevent any and all damage or deterioration.  
 9.5 The Customer shall be responsible for storing any Consignment Products in a secure manner, with all relevant and necessary access controls, in order to prevent any misuse of the Consignment Products and to comply with all relevant

industry standards governing chemical products, including safety, labeling, and environmental requirements.

9.6 The Customer shall be liable for:

- (a) any damage to Consignment Products during storage, including damage caused due to mishandling, improper storage, negligence, or any other reason. For the avoidance of doubt, the Customer shall not be liable for any visible defects or damage to any Consignment Products which was uncovered by the Customer and notified to the Company during the relevant Inspection Period;
  - (b) any misuse of Consignment Products by any person; and
  - (c) any incidental, consequential, or punitive damages arising from the foregoing.
- 9.7 The Customer shall maintain accurate records of any Consignment Products received from the Company, including details of quantities received, usage by the Customer, and remaining inventory levels, and shall share such records with the Company from time to time as requested by the Company in its sole discretion. The Customer shall conduct regular inventory checks of the consignment products at reasonable intervals (but no less frequently than once per calendar month).  
 9.8 The Customer shall notify the Company promptly of any discrepancies, shortages, damage, or loss of Consignment Products discovered during inventory checks or during the course of normal business operations.  
 9.9 The Company reserves the right to conduct independent audits and inspection of the Consignment Products in the possession of the Customer to verify inventory levels and usage. The Customer shall provide the Company with access to the Consignment Products, any relevant personnel, and any relevant documentation as reasonably requested by the Company in connection with such independent audits and inspection.  
 9.10 Any Consignment Products must be purchased by the Customer or sent back to the Company by the Midpoint Date in respect of such Consignment Products. The Customer shall be responsible during its inventory checks to ensure that any such Consignment Products nearing their Midpoint Date are identified and promptly purchased or returned to the Company. The Customer shall bear any costs associated with the return of the Consignment Products to the Company.  
 9.11 In the event that any Consignment Products are not purchased by the Customer or sent back to the Company by the Midpoint Date in respect of such Consignment Products, the Customer may be liable for the full cost of such Consignment Products to the Company, if the Consignment Products are not promptly purchased and used by the Customer, or are unable to be resold by the Company in its reasonable opinion, and the Company shall reserve the right to issue an invoice to the Customer for the full cost of any Consignment Products unable to be resold.  
 9.12 In the event that any Consignment Products reach their expiry date without being purchased or used by the Customer, the Customer shall be liable for the full cost of such Consignment Products to the Company, and the Company shall reserve the right to issue an invoice to the Customer for the full cost of any expired Consignment Products promptly upon becoming aware of their expiration.  
 9.13 Upon return of any Consignment Products, the Company shall inspect the Consignment Products to ensure they are in satisfactory condition. Any damage or deterioration beyond normal wear and tear may result in the Customer being liable for the full cost of the Consignment Products.

**10. PRODUCT USE AND COMPLIANCE**

10.1 The Customer acknowledges and agrees that the Products provided by the Company are intended solely for professional or industrial use. The Customer further agrees to utilize the Products in strict compliance with all Applicable Laws, industry standards, and safety guidelines governing the handling, storage, transportation, and disposal of chemicals, including but not limited to those related to environmental protection, occupational health and safety, and product labeling.  
 10.2 The Customer acknowledges and agrees that it is solely responsible for determining the suitability of the Products for their intended application and assumes all risks associated with their use. The Company makes no express or implied warranties regarding the suitability, performance, or fitness for a particular purpose of the Products. Accordingly, the Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from the Customer's use or misuse of the Products, including but not limited to loss of profits, business interruption, or damage to property.  
 10.3 The Customer agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and Affiliates from and against any claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the Customer's improper use, handling, storage, or disposal of the Products in violation of this Agreement or Applicable Law.  
 10.4 The Customer acknowledges and agrees that the use of the Products and any accompanying equipment provided by the Company (including but not limited to dosing skids or other physical machinery) (the “**Equipment**”) must strictly conform to any instructions for use provided by the Company and must comply with Applicable Law. Any deviation from such instructions shall be at the Customer's own risk, and the Company shall not be liable for any damage, losses, or liabilities resulting therefrom.

**11. PROVISION OF SERVICES**

11.1 From time to time, the Company may provide Services, which may include, but are not limited to:  
 (a) inspecting and monitoring the use of the Products;  
 (b) performing installation and maintenance of any Equipment;  
 (c) assisting with dosing of the Products; and/or  
 (d) performing analysis and performance monitoring in relation to the Products.  
 11.2 The Customer acknowledges and agrees that any Services provided by the Company are for the sole purpose of optimizing the use and performance of the Products and do not constitute the provision of professional or engineering advice.  
 11.3 The Company shall use its reasonable efforts to ensure that any personnel provided to perform the Services are suitably qualified and experienced for the tasks assigned to them.  
 11.4 The Customer shall provide the Company's personnel with access to the premises and equipment necessary to perform the Services, and shall fully cooperate with the Company in the provision of the Services.  
 11.5 The Customer shall indemnify and hold the Company harmless against any claims, demands, losses, damages, costs, or expenses (including reasonable legal fees) arising out of or in connection with the provision of the Services, including but not

limited to any injury to persons or damage to property caused by the Customer's negligence or willful misconduct.

- 11.6 The Customer grants the Company a non-exclusive, royalty-free license to use any data, information, or results generated as a result of the Services for the purpose of improving its products and services, provided that any such use shall be in accordance with Applicable Law, including data protection and privacy laws.
- 11.7 The Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the provision of Services.

## 12. RETURNS AND REFUNDS

- 12.1 Any returns of the Products shall only be accepted and processed by the Company with prior authorization from the Company in writing. The Customer must contact the Company within thirty (30) days from the date of delivery of any Products to request a return and/or refund in respect of such Products, and any potential refund by the Company shall be subject to the terms of this clause 12 (Returns and Refunds).
- 12.2 Returned Products must be in their original, unopened condition and packaging. The Customer is responsible for any and all return shipping costs, as well as any costs associated with properly packaging the Products to prevent damage during transit.
- 12.3 Refunds will be issued for returned Products that meet the return criteria, subject to the following conditions:
- returned Products must be received by the Company within thirty (30) calendar days from the date of authorization for return being issued by the Company to the Customer in writing, provided that the date of receipt of any returned Products by the Company shall not be later than the Midpoint Date in respect of such Products;
  - returned Products must be in good, merchantable quality, as determined by the Company in its sole discretion upon inspection. Products returned beyond their Midpoint Date or in unsatisfactory condition may not be eligible for a refund; and
  - the Company reserves the right to apply applicable restocking fees or deductions to the refund amount (if any), which may vary depending on the condition of the returned Products and the costs incurred by the Company in processing the return.
- 12.4 Upon receipt of returned Products, the Company shall conduct a thorough inspection to verify compliance with the return criteria specified in this Agreement. The Company reserves the right to approve or reject returned Products based on their condition and compliance with the return criteria. Refunds shall only be issued for approved returns, and any rejected return Products shall be returned to the Customer at the Customer's expense or disposed of by the Company.
- 12.5 Any refunds issued by the Company shall be processed within a reasonable time frame following receipt and inspection of the returned Products. The method of refund shall be at the discretion of the Company and may include credit towards future purchases or reimbursement to the original payment method, as determined by the Company in its sole discretion.

## 13. FORCE MAJEURE

- 13.1 "Force Majeure Event" means any event or circumstance beyond the reasonable control of the Company, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, governmental restrictions, pandemics, epidemics, natural disasters, fires, floods, earthquakes, or other similar events.
- 13.2 The Company shall not be liable for any failure or delay in performing its obligations under any Order Confirmation, Agreement, Contract or otherwise to the extent that such failure or delay is caused by a Force Majeure Event.
- 13.3 The Company shall promptly notify the Customer in writing of the occurrence of a Force Majeure Event and the anticipated duration of the delay in performance.
- 13.4 Upon the occurrence of a Force Majeure Event, the Company's obligations under any Order Confirmation, Agreement, Contract or otherwise shall be suspended for the duration of the Force Majeure Event, and the Company shall be entitled to a reasonable extension of time to perform its obligations.

## 14. LIMITATION OF LIABILITY

- 14.1 To the extent permitted under Applicable Law, and notwithstanding anything to the contrary in the Contract or any Purchase Order, the Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the sale, use, or inability by the Customer to use the Products. This shall include, but is not limited to:
- loss of profits, revenue, or income;
  - business interruption or loss of business opportunity;
  - loss of data or information; and/or
  - damage to Customer property or Equipment, including any slowdown or damage to machinery used by the Customer or any Equipment installed by the Company.
- 14.2 The total liability of the Company for any claim related to the Products shall not exceed the total amount paid by the Customer to the Company for the specific Products giving rise to the claim.
- 14.3 The limitations of liability set forth in this clause 14 (Limitation of Liability) shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.
- 14.4 The Customer acknowledges and agrees that the limitations of liability specified in this clause represent a reasonable allocation of risk between the parties, taking into account the price paid for the Products, the availability of insurance, and other factors.
- 14.5 The limitations of liability set forth in this clause 14 (Limitation of Liability) shall also apply to any claims brought against the Company by third parties, including but not limited to claims arising from the Customer's use or resale of the Products as permitted under any Contract and/or Purchase Order.

## 15. INTELLECTUAL PROPERTY

- 15.1 The Customer acknowledges that all intellectual property rights related to the Products and any Equipment, including but not limited to patents, trademarks, copyrights, and trade secrets, and any other proprietary rights (the "Intellectual Property Rights"), are and shall remain the exclusive property of the Company and/or its licensors.
- 15.2 The Customer shall not acquire any ownership interest or rights in the Intellectual Property Rights by virtue of the purchase of the Products. The Customer further agrees not to challenge or contest the validity or ownership of such Intellectual Property Rights.

- 15.3 The Company grants the Customer a limited, revocable, non-exclusive, non-transferable license to use the Products solely for the Customer's internal business purposes in accordance with the terms and conditions of the Contract, any Order Confirmation, and these Terms and Conditions. This license does not grant the Customer any rights to sublicense, sell, distribute, or otherwise exploit the Products for any commercial purposes without the prior written consent of the Company.
- 15.4 The Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of any software or technology provided by the Company, including any Equipment given, loaned, or installed by the Company for the Customer's benefit. The Customer acknowledges that any such unauthorized use may constitute a breach of this Agreement and may result in legal action by the Company to protect its Intellectual Property Rights.
- 15.5 Any feedback, suggestions, or ideas provided by the Customer to the Company regarding the Products shall become the exclusive property of the Company, and the Customer hereby assigns all rights, title, and interest in and to such feedback, suggestions, or ideas to the Company.

## 16. CONFIDENTIAL INFORMATION

- 16.1 Confidential Information means proprietary and confidential business, strategic, and competitive information of the Company, as well as all information and materials disclosed (whether in oral, written, or other tangible or intangible form, including but not limited to electronic messages, texts, and voice communications) by the Company, including but not limited to the terms of any Contract, Purchase Order, or Agreement (including the Prices), testing reports, manuals, any other documents provided by the Company to the Customer, any information regarding the Company's trade secrets, inventions, proprietary formulae, know-how, financial status, strategic plans, internal communications, marketing plans, methods, designs, pricing and clients, products, services, vendors, employees, policies or practices, or any other information which is not generally known to the trade or to the public (the "Confidential Information").
- 16.2 The Customer shall not disclose any Confidential Information to any other persons, and shall take such steps as may be reasonably necessary to prevent the Confidential Information from being disclosed or made available to others.
- 16.3 The obligations and restrictions in clause 16.2 above shall not apply to any of the following information:
- information that is known to the Customer prior to the disclosure by the Company;
  - information that has become publicly known through no act or omission of the Customer;
  - information that has been rightfully received by the Customer from a third party without restriction on disclosure and without breach of these Terms and Conditions;
  - information that has been approved for release by written authorization of the Company; or
  - information that has been furnished by the Company to a third party without a similar restriction on disclosure.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 These Terms and Conditions, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Terms and Conditions (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Hong Kong.
- 17.2 The Parties shall attempt to resolve any dispute arising out of or in connection to the Terms and Conditions through good faith negotiations. If the matter is not resolved by negotiation within thirty (30) days of receipt of a written invitation to negotiate sent by either party to the other, the dispute shall be resolved in accordance with the dispute resolution mechanism specified in the relevant Contract entered into between the Customer and the Company. The parties agree to abide by the terms and procedures set forth in the relevant Contract for the resolution of disputes.

## 18. SEVERABILITY

- 18.1 If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

## 19. LANGUAGE

- 19.1 In the event of any discrepancy, inconsistency, or conflict between the English version of these Terms and Conditions and any translated version thereof, including translations into any other language, the English version shall prevail.
- 19.2 The Customer and the Company acknowledge and agree that the English version of these Terms and Conditions accurately represents the original intent and content of the Terms and Conditions, and any translations are provided solely for convenience. In the event of any dispute or ambiguity arising from a translation, the English version shall be the authoritative and definitive text to resolve such discrepancies.

## 20. SUPPLEMENTARY TO CONTRACT

- 20.1 These Terms and Conditions, together with any Contract and Purchase Order(s) entered into between the Customer and the Company, constitute the entire agreement between the Customer and the Company, and supersede any prior agreements or understandings, whether written or oral, relating to the sale of the Products.
- 20.2 No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the Company.
- 20.3 The Customer acknowledges that by placing a Purchase Order, the Customer expressly agrees to be bound by these Terms and Conditions and any additional terms set forth in the applicable Contract(s) and/or Purchase Order(s).
- 20.4 In the event of any conflict or inconsistency between these Terms and Conditions and any Contract and/or Order Confirmation, the terms of the Contract and/or Order Confirmation shall prevail to the extent of such conflict or inconsistency.