

Terms & Conditions of Sale

1. Definitions

- 1.1 'Company' means AFL Hong Kong Limited, Company registration number: 1360549 Registered office: 2/F Strand 50, 50 Bonham Strand, Sheung Wan, Hong Kong.
- 1.2 'Conditions' means the terms and conditions of sale, set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 'Contract' means the contract between the Company and the Purchaser for the sale and purchase of the Goods, incorporating these Conditions.
- 1.4 'Director' means a registered director of the Company.
- 1.5 'Goods' means the articles, which the Purchaser agrees to buy from the Company and are the subject of this Contract.
- 1.6 'Price' means the price for the Goods excluding carriage, bespoke packing requirements, insurance, taxes, duties and bank charges.
- 1.7 'Purchaser' means the person or firm who accepts the Company's written quotation for the sale of Goods or whose written order for the Goods is accepted by the Company, in either case, are subject to these Conditions which shall govern the contract.
- 1.8 'Written' or 'Writing' and any similar expression, includes facsimile transmissions and electronic mails.
- 1.9 A 'person' includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.10 'Force Majeure Event' has the meaning given in clause 16.

2. Conditions applicable

- 2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Company to the Purchaser to the exclusion of all other terms and conditions which the Purchaser may purport to apply under any accompanying quotation, purchase order, confirmation of order or similar document or any trading practices.
- 2.2 No order submitted by the Purchaser is deemed to be accepted by the Company and no Contract shall arise until acceptance is confirmed by an authorised representative of the Company or by delivering the Goods. No terms, conditions or warranties other than those identified in the quotation and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions whether contained in Purchaser's purchase order or elsewhere, shall be binding on the Company unless hereafter made in writing and signed by the Company's authorised representative. For the avoidance of doubt, in respect of orders submitted by internet, email or other electronic means, an automated acknowledgement of receipt shall not constitute acceptance for the purpose of this clause.
- 2.3 All orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Conditions.
- 2.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions.
- 2.5 No variation to these Terms shall be binding, unless agreed in Writing between the Purchaser and a Director of the Company.
- 2.6 No employee of the Company other than a Director is authorised to make any statement, warranty or representations of the Goods provided. The Purchaser shall therefore not be entitled to rely upon any statement made by an employee, or agent other than a Written statement from a Director of the Company. All descriptive text or text that has been translated into other languages, images, illustrated specifications or training aids including but not confined to weights, measurements, performance, descriptions, specifications, drawings are approximate only and are intended only to present a general idea of the Goods described therein and nothing contained in any of them shall form part of any Contract with the Company. Any clerical, typographical or other minor omission or error in any quotation, price list, invoice, sales literature or other document issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.7 No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof. All waivers must be in writing and signed by a Director of the Company.
- 2.8 If any of the Conditions are held by any competent and legal authority as invalid or unenforceable either in whole or in part, it shall be deemed modified to the extent necessary to make it valid and enforceable. If such a modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of the Conditions.

3. The Price and quotations

- 3.1 Where the Company is asked to give a quotation then the Price of the Goods shall be the Company's quoted price, provided that the Purchaser shall accept the Company's quotation within the validity period stated. In the absence of a validity period, the quotation will automatically lapse after 30 calendar days from the date of quotation. Where no price is quoted or a quoted price has expired the Price of Goods shall be the price set out in the Company's published price list in force on the date of order.
- 3.2 The prices and charges stated on this order for the goods and other items covered by this order are subject to review and may be increased or modified by the Company, including the addition of surcharges, at any time prior to shipment, based on cost fluctuations relative to labor, logistics, packaging, and raw materials, including but not limited to fiber, aramid, plastics, resins, metals, fuel, and lumber. Any such price increase and/or surcharge added will be evidenced by an email communication or comparable written communication to Purchaser.
- 3.3 The Price is exclusive of carriage charges, bespoke packaging charges, taxes, duties and other charges, which shall be due at the rate ruling on the date of the Company's invoice.
- 3.4 Prices are Ex-Works (Incoterms 2020) from the Company premises referred to in the Company's order confirmation and where the Company agrees to arrange for the Goods to be delivered to the Purchaser, unless otherwise agreed by the Company, the Purchaser shall be responsible for the costs of loading carriage and unloading.
- 3.5 The Company reserves the right to make a handling charge on any orders where the total invoice price excluding taxes, duties and other charges, is less than the Company's minimum order value as notified to the Purchaser from time to time.

4. Payment

- 4.1 Where the parties have agreed to payment in advance of supply of Goods, the Company shall invoice the Purchaser upon acceptance of an order and the Purchaser shall pay such invoice in advance of the Company manufacturing the Goods or making them available to the Purchaser. The payment terms set out in clause 4.3 shall not apply to these invoices.
- 4.2 The Company at its sole discretion may choose to open a credit account for the Purchaser, and thereby agree alternative payment arrangements, subject to satisfactory references or other conditions as the Company deems appropriate. The Company reserves the right to review and amend credit limits periodically without notice and to refuse proforma or credit account requests without explanation.
- 4.3 The Purchaser shall pay invoices in full and cleared funds within 30 days of the date of the invoice, without set off or deduction unless agreed in writing by a Director of the Company. The time of the payment shall be of the essence of the Contract. The Company shall not be bound to deliver Goods where overdue invoices have not been settled in full.
- 4.4 Interest on overdue invoices shall accrue and be payable by the Purchaser at the rate of 10% per year calculated on a daily basis until the amount is fully paid.
- 4.5 If the Purchaser fails to make any payment on the due date, then without prejudice to any of the Company's other rights the Company may:
 - 4.5.1 suspend or cancel deliveries of any articles due to the Purchaser under the Contract or any other contract by providing fourteen (14) days prior written notice; and/or
 - 4.5.2 appropriate any payment made by the Purchaser to such of the Goods (including any Goods supplied under any other contract with the Purchaser) as the Company may in its sole discretion think appropriate.
- 4.6 Cancellation or modifications of all or part of any order are subject to the company's prior written consent in each instance. If cancellation or modification is allowed, Purchaser agrees to pay to the company all expenses incurred and damage sustained by the Company on account of the cancellation or modification, plus a reasonable profit.

5. Insolvency

- 5.1 If either party becomes subject to any of the events listed in clause 5.2, the party may terminate the Contract with immediate effect by giving written notice to the other party and/or suspend any further deliveries under the Contract or any other contract between the parties.
- 5.2 For the purposes of clause 5.1, the relevant events are:
 - 5.2.1 either party suspends, threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance Cap.32, or (being an individual) is deemed either unable to pay its debts within the meaning of section, 6A of the Bankruptcy Ordinance Cap.6 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 5.2.2 either party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the party is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the party with one or more companies or the solvent reconstruction of the Purchaser;
 - 5.2.3 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the party;
 - 5.2.4 (being a company) the holder of a qualifying floating charge over the either party's assets has become entitled to appoint or has appointed an administrative receiver;
 - 5.2.5 a person becomes entitled to appoint a receiver over either party's assets or a receiver is appointed over the either party's assets;
 - 5.2.6 a creditor or encumbrancer of either party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 5.2.7 any event occurs, or proceeding is taken, with respect to either party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 5.2.1 to 5.2.6 (inclusive);
 - 5.2.8 either party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 5.2.9 either party reasonably believes that the other party may become subject to events listed in clause 5.2.1 to 5.2.6.
- 5.3 On termination of the Contract for any reason the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 5.4 Termination of the Contract, howsoever arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 5.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

6. Specification

- 6.1 The Company may from time to time amend the specification of Goods if required to comply with any applicable safety, statutory requirements or which do not materially affect the quality, or fitness for purpose of the Goods.
- 6.2 The Company shall have no liability to the Purchaser in respect of any loss or damage to the Purchaser arising in connection with any such amendment.

7. Exportation

- 7.1 The Purchaser acknowledges and understands that (i) the Goods supplied under the Contract may be subject to export control, sanctions and/or trade compliance laws and regulations (hereinafter, collectively, "Trade Controls") of several countries, including the United States, the European Union, the United Kingdom, Hong Kong, the country where the Goods were manufactured, the country where the Purchaser is located and operates and the country where the Goods are delivered to their final destination; and (ii) Purchaser is solely responsible for complying with the requirements of any Trade Controls applicable to its use, sale, transfer, export, re-export or re-transfer of the Goods.
- 7.2 The Purchaser confirms that it will not sell, transfer, export, re-export or tranship the Goods, directly or indirectly, either to (i) a country that is subject to sanctions or an embargo administered by the United States, the European Union, United Kingdom and/or Hong Kong; or (ii) any Person that the United States, the European Union, the United Kingdom and/or Hong Kong has identified as subject to sanctions or trade restrictions, including, but not limited to Persons identified as "Specially Designated Nationals" by the U.S. Government and listed at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx> and (ii) Persons owned or controlled by, acting as agents for, or acting on behalf of a country or Person subject to such sanctions/trade restrictions.
- 7.3 The Purchaser also confirms that it will not use or sell, transfer, export or re-export the Goods to any person if the Purchaser knows or has reason to know that the Goods will be used by any person, directly or indirectly, in activities related to the proliferation of weapons of mass destruction, including without limitation, the design, development or use of chemical weapons, biological weapons, missiles, unmanned aerial vehicles or any nuclear activities.
- 7.4 Upon request, the Purchaser shall provide the Company with any information or documentation on its customer, the end user and/or the end use that, in the Company's sole discretion, is required for the Company to maintain compliance with the Trade Controls of the United States, the European Union, the United Kingdom, Hong Kong or other applicable countries. Purchaser understands and acknowledges that failure to provide such information may result in the inability of the Company to deliver the Goods. Pursuant to clause 16, the Company shall be relieved of all obligations to deliver the Goods to the Purchaser if the Company has reason to believe that the transaction does not comply with any applicable Trade Controls.
- 7.5 The Purchaser hereby agrees to indemnify and holds harmless the Company as to any claim asserted against the Company alleging any liability arising out of Purchaser's failure to comply with the requirements of this clause 7 or applicable Trade Controls. Such liability shall include, but is not limited to, damages (including punitive damages), costs, fees, and expenses, including all costs (inclusive of legal fees and penalties) arising from investigations or proceedings by a governmental agency or entity.

8. Warranty

- 8.1 The Company will use its reasonable endeavours to assign to the Purchaser the benefit of any warranty or guarantee it receives from its supplier or the manufacturer of the Goods.
- 8.2 Subject to the provisions of this clause 8 and save for batteries and consumable products, the Company warrants that the Goods shall on delivery and for a period of 12 months from the date of delivery ('warranty period'):
 - 8.2.1 correspond to the specification outlined in the English language version of the data sheet on the Company's website at the time of order to the Purchaser; and
 - 8.2.2 be free from defects in material for a period of 12 months from the date of delivery.
- 8.3 Subject to clause 8.4 if:
 - 8.3.1 the Purchaser gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.2;
 - 8.3.2 the Company is given a reasonable opportunity of examining such Goods; and
 - 8.3.3 the Purchaser (if asked to do by the Company) returns such Goods to the Company's place of business at the Company's cost. The Company shall, at its option, repair or replace the defective Goods, (or part of them) free of charge, or refund the price of the defective Goods in full.
- 8.4 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 8.2 in any of the following events:
 - 8.4.1 the Purchaser makes any further use of such Goods after giving notice in accordance with clause 8.3;
 - 8.4.2 the defect arises because the Purchaser failed to follow the instructions and limitations stated on the corresponding data sheet as to the storage, commissioning, installation, use, working conditions and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 8.4.3 the Purchaser alters or repairs such Goods without the written consent of the Company;
 - 8.4.4 the defect arises as a result of fair wear and tear, willful damage or negligence by the Purchaser, incoming power problems if the product has been dropped or immersed in water, abnormal storage,

working conditions or temperatures; or

8.4.5 if the Goods have been subjected to the following conditions contained hereunder; the casing of the Goods have been opened, serial numbers altered, removed or erased or that the hardware or software has not been installed in accordance to the manufacturer's instructions, applicable security standards or that the Goods have been tampered with by an individual other than by trained AFL personnel and in the case of cabling systems, specific application reference should be made to the latest edition of ISO/IEC 11801.

8.5 The warranty set out in clause 8.2 does not:

8.5.1 cover splicer electrode replacement or additional performance verification, save for the express requirements under warranty repair;

8.5.2 cover consumable parts, including but not limited to: batteries, carry cases, chargers, USB cables or mandrel wraps or reference leads.

8.6 Except as provided in this clause 8, the Supplier shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in clause 8.2.

8.7 Except where the Purchaser is dealing as a consumer (as defined in the Sale of Goods Ordinance Cap.26) the terms implied by sections 15 to 17 of the Sale of Goods Ordinance Cap. 26 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 These conditions shall apply to any repaired or replacement Goods supplied by the Company.

8.9 The Purchaser shall ensure that upon agreement by the Company for the return of Goods and where applicable, any data contained within the Goods has been backed up and any confidential, proprietary or personal information from the Goods have been removed.

8.10 The Company may at its sole discretion provide supplemental cabling system warranties; further information is available on request.

8.11 The Company may carry out non warranty repair services at its sole discretion ('Services'). The Company shall warrant the repair work and replacement parts, save for consumable parts (as contained in clause 8.5.2) used for the repair, for a period of 12 months and shall not be liable for the subsequent failure of the part or parts of the Goods originally supplied by the Purchaser. Where the Company carries out Services, in these Conditions the term 'Goods' shall be deemed to include the Services and the term 'Price' shall be deemed to refer to the agreed price for the Services.

8.12 Any Goods claimed by the Purchaser to have a defect in quality or condition must be reported to the Company within 14 days from the date of delivery, whether or not the delivery was refused by the Purchaser. Written consent from the Company must be obtained by the Purchaser prior to the Goods being returned. The Company reserves the right to inspect the Goods installed, prior to agreeing any removal or return to the Company for testing and if such Goods are found to be faulty the Company, may at its sole discretion, elect either to replace the Goods or issue a credit note, either of which options shall be in full satisfaction of the Company's liability to the Purchaser. Any Goods found by the Company not to be faulty shall be paid for in full by the Purchaser in addition to any replacement Goods supplied to the Purchaser.

9. Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 Any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

9.2.1 the Company shall under no circumstances whatever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of production, business interruption, loss of contracts, loss of goodwill, loss of any anticipated savings or any indirect or consequential loss arising under or in connection with the Contract;

9.2.2 the Company shall not be responsible for the damage to or loss of any programs, data, or removable storage media caused by the Goods;

9.2.3 the Company shall under no circumstances be liable for any loss or damage arising from the Goods being used in or on aircraft missiles, or aviation purposes, or for the safety or navigation of marine craft of any sort or for any other hazardous purpose or terrorist activity; and

9.2.4 the Company's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods giving rise to the claim.

10. Intellectual Property

10.1 The Company reserves all intellectual property rights in the Goods and any tools used to produce them, including but not limited to copyright, registered and unregistered trademarks, patents, brand or product images, confidential installation guides or technical know-how. The Purchaser must not use any such rights without the Company's Written consent and nothing in this Contract or any other contract between the parties shall operate as a transfer of licence to use any intellectual property rights in respect of the Goods. Where permission has been granted by the Company for the Purchaser to use product or brand images, it shall be in absolute accordance with the Company's brand guidelines (a copy is available on request). Improper use or deviation from the guidelines may result in the recall or destruction of the incorrect material at the cost of the Purchaser.

11. Use and disclosure of personal data

11.1 By entering into this Contract, the parties consent to the processing by or on behalf of each other of personal data, as defined by the Personal Data (Privacy) Ordinance ('the PDPO') supplied by either party to or held by the other party ('the Personal Data') for the purposes of administering the party's account and any related orders, including but not limited to undertaking credit assessment with appropriate third parties, obtaining references, sanctioned party screening and marketing.

12. Cancellations

12.1 The Purchaser may not cancel or suspend an accepted order without the Company's Written consent. In the event of an order cancellation or amendment and without prejudice to any of the Company's remedies, a cancellation charge for standard stock lines will be made equal to 25% of the order value and, in the case of bespoke lines, a charge proportionate to the value of manufactured Goods and wastage of materials whichever is the greater. The Purchaser shall indemnify the Company of any third party claims arising out of the Purchaser's repudiation, cancellation or suspension of any order.

13. Delivery & acceptance of the Goods

13.1 The Company will use reasonable endeavours to deliver the Goods in accordance with any delivery date notified to the Purchaser at the time of order. Time of delivery shall not be of the essence.

13.2 The Company shall not be liable to Purchaser in damages or otherwise for any delay in delivery of goods or services.

13.3 Any discrepancy between the Goods and the Company's packing note must be notified to the Company within 24 hours of their arrival at the Purchaser's delivery address.

13.4 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in full and in accordance with the provisions in these Conditions.

13.5 The failure of the Purchaser to pay for any one or more of the invoiced instalments of the Goods on the due dates, shall entitle the Company (at its sole discretion);

13.5.1 without notice to suspend further deliveries of the Goods pending payment by the Purchaser; and/or

13.5.2 to treat the Contract as repudiated by the Purchaser;

13.6 Delivery of the Goods shall be deemed to have taken place when the Company delivers the Goods Ex Works (Incoterms 2020) or any other Incoterm agreed in writing.

13.7 The risk of loss or damage of any kind to the Goods but not the title shall pass to the Purchaser upon delivery in accordance with clause 13.6 provided that no loss or damage will relieve Purchaser of any obligations hereunder, including its obligation for payment for lost or damaged goods or other items.

13.8 The Purchaser shall be deemed to have accepted Goods if it has not given the Company notice of rejection within fourteen (14) days of delivery to the Purchaser. Notice of rejection may only be given if the Goods do not comply with clause 8.

13.9 Goods delivered in accordance with a Contract may not be rejected or returned without the Company's express Written agreement and subject to the Purchaser reimbursing all the Company's costs relating to the sale Contract.

14. Returns

14.1 The Company does not operate a sale or return facility. The Purchaser does not have the right to return Goods supplied in compliance with these Conditions without the prior Written consent of the Company.

14.2 If the Company agrees to accept any such Goods for return, the Purchaser must obtain within 28 days of the original invoice, a Quality Incident (QI) reference which must then be detailed on all documentation and be clearly marked on each of the cartons being returned, failure to do so may result in the Goods being rejected. The return of the Goods will be at the Purchaser's expense and risk and must be in their original shipping carton, packing material, in their original condition and must be featured in the Company's current catalogue.

14.3 The Company reserves the right to charge the Purchaser a handling fee of 25% of the invoice price of the returned Goods.

14.4 Goods returned or rejected incorrectly by the Purchaser without the prior written approval of the Company shall remain at the risk of the Purchaser and the Purchaser shall remain liable to pay for the Goods in full in accordance to these Conditions. The Company reserves the right to apply a minimum handling charge of 50%, or, at its sole discretion, store such Goods at the Purchaser's risk and to charge the Purchaser for such storage from the date of the Goods purported return, until the Goods are collected by the Purchaser or destroyed by the Company, in which case any costs occasioned by such disposal or destruction shall be charged to the Purchaser.

15. Retention of Title

15.1 Title to the Goods shall not pass to the Purchaser until the earlier of:

15.1.1 the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Purchaser in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

15.1.2 the Purchaser resells the Goods, in which case title to the Goods shall pass to the Purchaser at the time specified in clause 15.3.

15.2 Until title to the Goods has passed to the Purchaser, the Purchaser shall:

15.2.1 store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Purchaser's property;

15.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

15.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

15.2.4 notify the Company immediately if it becomes subject to any of the events listed in clause 5.2; and

15.2.5 give the Company such information relating to the Goods as the Company may require from time to time.

15.3 Subject to clause 15.4, the Purchaser may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Purchaser resells the Goods before that time:

15.3.1 it does so as principal and not as the Company's agent; and

15.3.2 title to the Goods shall pass from the Company to the Purchaser immediately before the time at which resale by the Purchaser occurs.

15.4 If before title to the Goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed in clause 5.2, then, without limiting any other right or remedy the Company may have:

15.4.1 the Purchaser's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

15.4.2 the Company may at any time:

(a) require the Purchaser to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(b) if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.

16. Force Majeure

16.1 The Company shall be relieved of its obligations and liabilities hereunder wherever and to the extent to which fulfillment is prevented, or impeded as a consequence of a Force Majeure Event. A 'Force Majeure Event' means any cause outside the reasonable control of the Company including, but not limited to: Acts of God, explosion, fire or accident, acts of terrorism, flood, war or threat of war, civil disturbance, riot acts of government, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, difficulty in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, currency restriction or fluctuation, labour disputes or failure of supplier, or subcontractor to deliver on time.

17. Indemnity

17.1 Customer shall indemnify, reimburse, hold harmless, and defend Company and its affiliates and their respective successors and assigns and their respective directors, officers, agents and representatives, from and against any loss, liability, claims, judgments, settlement amounts, damages, liabilities, deficiencies, expenses (including reasonable attorneys' fees and disbursements of counsel), suits and costs, directly or indirectly, caused by, arising out of or relating to: (a) the design of goods supplied hereunder or the design of packages or containers in which they are shipped, if such goods, packages or containers are made pursuant to or in compliance with Purchaser's design or specifications; (b) infringement of any patent, copyright, trademark or trade secret to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by Purchaser or use of equipment provided by Purchaser or that Purchaser requires Company to use; and (c) the application or use to which goods provided hereunder are put by Customers or others.

18. General

18.1 Notices. Any notices to be served under these Conditions must be in Writing and delivered personally, sent by facsimile transmission or by registered mail, in the case of the Company to its registered office and in the case of the Purchaser, to the address in its order or otherwise notified in Writing to the Company. A notice shall be deemed to have been received: if delivered personally; when left at the relevant address;

if posted then two working days (i.e. excluding Saturdays, Sundays, and other Hong Kong public holidays) after being posted; and if sent by facsimile, one working day prior to 16.00hrs after successful transmission of the facsimile, otherwise on the next working day.

18.2 Assignment and other dealings

18.2.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2.2 The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company, which consent shall not be unreasonably withheld.

18.3 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

18.4 AFL Hong Kong Limited may amend these Conditions at any time.

19. Governing Law and Jurisdiction

This Contract is subject to the law of Hong Kong Special Administrative Region of the People's Republic of China to whose exclusive jurisdictions the parties hereto irrevocably submit save that the Company may take protective proceedings in any jurisdiction it deems necessary to protect its interests. It is noted that export control, sanctions and trade compliance laws of countries other than Hong Kong may apply to the Contract as set out in clause 7.