

# GLOBAL CIRCUITS BOARD CO., LTD.

## Standard Terms & Conditions of Sales

### 1. Conditions of Sale:

- 1.1 These conditions are the sole conditions on which we sell, and all orders are accepted and all sales and deliveries are made subject to these conditions. If not previously accepted by the Buyer, these conditions shall be deemed accepted on delivery.
- 1.2 Any conditions stipulated by the Buyer, whether in his order or before or after ordering, which are in conflict with these conditions, are expressly repudiated and shall not be binding on us, save to such an extent as we may specifically accept them in writing.

### 2. Prices

- 2.1 The prices of goods shall be quoted to the buyer from our authorized representatives only; in the event of any market price increases for materials used to produce Printed Circuit Boards, then the manufacturer is within his rights to adjust the prices accordingly to the buyer.

### 3. Delivery & Inspection

- 3.1 Every effort will be made to deliver the goods on time specified in the buyers purchase order, but failure to deliver on time shall not involve us in any liability. We shall not be responsible for delays in delivery or for non delivery resulting from breakdown of machinery, strikes, labour disputes, war, riot, civil commotion, via major, casus fortuitous, acts of God, acts of terrorists, shortage of components or materials, delays in delivery by our suppliers, transport delays, Government regulations or any other cause beyond our control.
- 3.2 We shall be entitled to make deliveries in parts or installments, and the buyer shall be obliged to accept and pay for any part or installment deliveries.
- 3.3 Buyers shall have thirty (30) days from the date of receipt of the Goods for inspection and acceptance testing. Any Goods not rejected during that 30-day period shall be deemed accepted.

### 4. Liability

- 4.1 Under no circumstances shall we be liable for loss of the buyer's profit or for any consequential or indirect damages; and under no circumstances shall we be liable for any claim in excess of the purchase price of the goods.

### 5. General

- 5.1 These terms and conditions shall in all respects be governed by and construed in accordance with the law of the Hong Kong SAR.
- 5.2 In the event of our having to utilize the services of our attorneys for the collection of any monies due or the return of any goods to us by the buyer, or for any other reason arising out of these terms and conditions, then the buyer shall be liable for and herewith agrees to pay all our costs so incurred by us on the attorney and client scale, including all collection commission.