

**ICON BUSINESS SYSTEMS LIMITED
AND ITS SUBSIDIARIES AND ASSOCIATES
STANDARD TERMS AND CONDITIONS GOVERNING
PROVISION OF TECHNICAL PRODUCTS AND SERVICES (Version 1.2)**

1. DEFINITIONS:

Throughout these terms and conditions, where the context so admits:

“Company” shall mean ICON BUSINESS SYSTEMS LIMITED, a private limited company duly incorporated in Hong Kong SAR under the Companies Ordinance whose registered office is situate at Unit 1003-11, 10/F, Tins Enterprises Centre, 777 Lai Chi Kok Road, Cheung Sha Wan, Kowloon, Hong Kong and its subsidiaries and associates;

“Client” shall mean the party or parties whose name(s), address(es) and description(s) are set out in the Sales Quotation or Customer Purchase Order;

“Hong Kong” means the Hong Kong Special Administrative Region of the Peoples’ Republic of China;

“Product” means all and any physical goods, commodities, software licences, products agreed to be sold by the Company pursuant to Sales Quotation entered into between the Company and the Client; but excludes services rendered by the Company and any software or computer applications which have to be installed for the purposes of use and operating the Product under the Sales Quotation;

“Purchase Order” means the purchase order placed by the Client with the Company in relation to its purchase of the Company’s products, and technical services from the Company;

“Sales Quotation” means the sales quotation prepared and sent by the Company to the Client in reply to the Purchase Order or enquiry of the Client in relation to its purchase of the Company’s products, and technical services from the Company;

2. The Account

2.1 The Client confirms that the information provided in the Account Opening/Credit Application Form set out in the Schedule is complete and accurate. The Client shall inform the Company of any changes to any information therein within 24 hours after the relevant change(s) has/have occurred. The Company is authorized to conduct credit search/ enquiries on the Client and contact anyone including the Client’s bankers or any credit agency to verify the information provided.

2.2 The Company shall open an account in the name of the Client (“the Account”) in relation to its purchase of the Company’s products and technical services showing the amount due and payable by the Client to the Company and accrued interest thereon (which shall be calculated at 3% per month from the due date up to the date of actual settlement of the outstanding amount).

2.3 The Company’s records shall, in the absence of manifest error, be conclusive and binding on the Client as to the amount standing to the debit or credit of the Account;

3. Forming part of the Sales Quotation

The Client acknowledges that it has read these terms and conditions and agrees to be bound by these terms and conditions. In case of any discrepancy between these terms and conditions and those terms and conditions (if any) set by the Client, these terms and conditions shall prevail notwithstanding any acts and omission of the Company. These terms and conditions must be read together with the Sales

Quotation and shall form part of the Sales Quotation which is concluded and becomes legally binding upon the Company and the Client upon due signing and delivery of the Sales Quotation by any representative(s) of the Client to the Company; for avoidance of doubt, (a) the Sales Quotation shall be deemed duly delivered if delivered by hand, by post, by facsimiles and even by electronic means (such as via internet); and (b) a valid and legally binding sales contract (incorporating the Sales Quotation and these terms and conditions) (hereinafter referred to as "the sales contract") shall be made between the Company and the Client upon conclusion of the Sales Quotation in accordance with this Clause.

4. Laws and Rules

4.1 All transactions in relation to the purchase of the Company's products and technical services on the Client's instructions in respect of the Account ("Transactions") in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") shall be effected in accordance with the laws of Hong Kong (including the relevant provisions as amended from time to time). All actions taken by the Company in accordance with such laws, rules and directions shall be binding on the Client.

4.2 These terms and conditions and all rights, obligations and liabilities hereunder are governed by and shall be construed in accordance with the laws of Hong Kong and the Client consents to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith.

4.3 Certain products under the sales contract may be classified as "controlled goods" under the laws of the government of the country of origin thereof (the "Government"). Products so classified may not, at any time, be sold, leased, exchanged, loaned, given, transferred or shipped by any means to certain countries without the prior approval of the Government. Sale of such products is subject to these restrictions. Failure by any party to comply with these restrictions may result in severe penalties imposed on that party.

5. Products and Services to be provided

5.1 The Company shall provide at the premises of the Client mentioned in the Purchase Order the products and/or technical services as per the Sales Quotation and in furtherance of the said products and/or services each party undertakes so far as these terms and conditions fall to be observed and performed to observe and perform the same.

5.2 Once a Purchase Order has been placed, it cannot be cancelled by Client in whole or in part, with or without cause, unless the Company expressly agrees in writing.

5.3 Subject to sub-clause 5.2 above, where the Client notifies the Company in writing of its intention to cancel any Purchase Order within three (3) days of the same Order being placed with the Company, the Company may accept such cancellation of the Purchase Order PROVIDED THAT the Client must pay any applicable cancellation charge or other such payment as deemed appropriate by the Company.

6. Price and payment terms

6.1 The terms and manner of payment shall conform with the Sales Quotation.

6.2 Where the terms and manner of payment have not been stated in the Sales Quotation, the Client shall pay the Company an initial deposit of 50% of the price of the products and/or services payable by the Client to the Company and the balance shall be due and payable upon (i) delivery of the products and/or completion of the services; or (ii) presentation of invoice by the Company to the Client, whichever is earlier.

6.3 All price of the products and/or services payable by the Client to the Company shall be paid without set-off, deduction or withholding of any kind.

7. **The Credit Facilities**

The Client agrees to pay interest on all outstanding and overdue balances recorded in the Account at such rates as stated in Clause 2.2 above and on such other terms as the Company shall have notified the Client from time to time. Interest shall be calculated and payable on the last day of each calendar month or upon any demand being made by the Company.

8. **Delivery**

8.1 Subject to the following clauses, the Company will deliver its products and technical services as per the Sales Quotation to such site (“the site”) and on such date(s) as mentioned therein;

8.2 The Company shall not be liable for any delay or for any consequence of any delay in the production delivery testing or commissioning of any of the Company’s products and technical services if such delay shall be due to any of the events mentioned in the clause on force Majeure below, the Company’s inability to obtain products and technical services from its suppliers, embargo act or demand or requirement of any government.

8.3 The Company shall use reasonable endeavors to comply with and fulfill any Purchase Order or instructions that the Client may give to the Company concerning purchase of the Company’s products and technical services but the Company is entitled, at its absolute discretion, to refuse to deliver such products and/or render such services as mentioned in the Sales Quotation and shall not be obliged to give any reasons for such refusal. The Client is however entitled to return of the deposit and any part(s) of the purchase price (if applicable) paid by the Client to the Company. Save and except the return of the said deposit and any part(s) of the purchase price (if any), the Client agrees that it shall not claim against the Company whatsoever for any costs expenses loss and damages occasioned to it as a result of the Company’s refusal to deliver such products and/or render such services.

8.4 Acknowledgement of Acceptance

The Client will be deemed to have accepted all products and/or services unless, within 7 days from the date of delivery or completion of installation procedures (if the Company has assumed installation responsibility), it gives the Company notice of any defect in the quality or condition of the products or of their failure to correspond with any manufacturer’s specifications or description. Notwithstanding such notice issued by the Client, the Client will be deemed to have accepted that all defects and failure as having been duly rectified as from the date of the Company’s certificate that the products is in proper operating order.

8.5 The Company may deliver the goods by separate installments. Without prejudice to the rights of the Company under Clause 8 above and Clause 18 below, each separate installment will constitute a separate contract of sale subject to the following qualifications:

- (a) each separate installment must be paid for in accordance with the Sales Quotation;
- (b) the failure of the Client to pay for any one or more installments of products on the due dates will entitle the Company (at its sole discretion) without notice to suspend further deliveries of the products; and/or to treat the sales contract governing all installments or any separate sales contract governing separate installments as repudiated by the Client;
- (c) The delay or failure by the Company to deliver any one or more of the installments in accordance with the provisions of the Sales Quotation will not entitle the Client to treat

the sales contract governing all installments as repudiated.

9. Transfer of Title and Risk

9.1 Title in the products will not pass to Client until Client has paid the purchase price in full in accordance with these terms and conditions.

9.2 Notwithstanding clause 9.1, the risk of loss and damages passes to Client upon delivery of the products.

9.3 Until such time as title in the products passes to the Client, the Client will hold the products as the Company's fiduciary agent and bailee, and will keep the products properly stored, protected and insured but will be entitled to use the products in the ordinary course of its business.

9.4 The Client will not acquire any right or title to trademarks, design, copyright, patents or any other intellectual property rights in the products. These rights will remain with the manufacturers of the products concerned.

10. Instructions

10.1 To enable the Company performing the sales contract by providing products and/or technical services stated in the Sales Quotation, the Client is required to give clear written instructions to the Company in respect of:

- (a) the purpose, specification and/or the user requirements in purchasing the Company's products and technical services;
- (b) the method of installation of the Company's products and provision of technical services; and
- (c) the system of work, labour and equipment, and/or facilities to be provided by the Client regarding the testing installation or commissioning of the Company's products and/or receiving technical services from the Company;

10.2 The Client is required to complete and sign on an Instruction Form, a sample whereof is annexed to the account opening/credit application form, and submit the same Instruction Form together with the account opening/credit application form to the Company at least three (3) days prior to the issue of the Sales Quotation by the Company. Where no Instruction Form is to be submitted by the Client to the Company or the Instruction Form submitted by the Client to the Company is incomplete, the Client shall be deemed to accept such user requirements as set by the Company and/or its supplier(s) and follow such advice instructions and recommendation as made by the Company in respect of the purchase testing installation commissioning of its products and/or the provision of its services.

10.3 The Instruction Form is irrevocable by the Client once the same duly signed shall be received by the Company. The Client shall not be entitled to make any change to the written instructions stated in the Instruction Form unless the Company's prior consent in writing to the change thereof is obtained.

10.4 The Company shall undertake to inform the Client as soon as reasonably practicable if any part of the Instruction Form as submitted by the Client is not capable of being achieved.

10.5 The Client agrees and undertakes to accept all responsibilities and waive all and any claims it may have (including seeking repudiation of the Sales Quotation and/or the sales contract and claiming loss and damages, costs expenses and interest) against the Company if the Client insists on placing purchase order with the Company for purchasing the Company's products and technical services but without amending the content of the Instruction Form so as to conform with the advice and recommendation from the Company in respect of its delivery, transportation, testing, provision, installation and commissioning of the products and/or technical services.

11 System of Work, facilities, labour and materials, etc. to be provided by the Client

11.1 The Client understands and agrees that for the purposes of ensuring the working efficiency of any and all of the Company's products and technical services, the Client shall:-

- (a) at its own expenses not later than one (1) week before the date fixed by the Company for delivery of its products and technical services ensure that the site is ready to receive the Company's products and technical services and that all installation facilities recommended by the Company have been provided;
- (b) provide such system of work, facilities labour, materials and other conditions as in accordance with the advice and recommendation of the Company and its supplier(s) or their authorized technical representatives; and
- (c) adopt such advice and recommendation as given by the Company and its supplier(s) or their authorized technical representatives in relation to the installation and provision of any and all of the Company's products and technical services, notwithstanding the user requirements stated in the Instruction Form.

11.2 The Client shall reimburse the Company for the cost of any insurance which the Company at its sole discretion may arrange in respect of its delivery, transportation, testing, provision, installation and commissioning of the products and technical services.

11.3 After the Client has completed the work as referred to in sub-clause 10.1 above, the Company will undertake to provide such technical services as per the Sales Quotation and complete those works necessary for putting the Company's products into proper condition for operation.

11.4 Operating supplies (including all necessary accessories stated in the Sales Quotation) for use with the Company's products are to be provided by the Client at its expense.

12. Warranty

The company warrants that all products and technical services supplied by it to be free from defects in workmanship and material under normal use and service but the Company's entire liability under this warranty is to repair or replace free of charge any of the products which during whichever of these three periods shall be the shorter, namely, the twelve months immediately following the date of the Company's certificate that the products is in proper operating order, or the currency of the agreement for maintenance service (which agreement is hereinafter referred to as "the maintenance agreement") is found upon the Company's inspection at the site of installation to be defective in workmanship or material, or the warranty period stated in the Sales Quotation. This warranty is subjected to the following limitations:-

- (1) mechanical or electrical items which are of an expendable nature [including consumable parts or items.....] are excluded from this warranty.
- (2) The benefit of this warranty, which is subject to the terms and conditions of the warranty provided by Company's supplier ("Warranty"), where applicable, shall apply only to the Client.
- (3) If the Client fails to comply with any obligations of Client stated on this agreement, this warranty shall cease immediately to be applicable.
- (4) This Warranty will not apply to products whose serial numbers have been tampered or removed, nor to products which are damaged due to abuse, negligent use, operation under unwarranted environment or repair other than in a way as authorized by the Company and/or its supplier.

(5) Where any relevant software/computer application(s) must be installed to enable the use and operation of any product under the Sales Quotation, the Client agrees to observe and be bound by the terms and conditions of any licence agreement(s) governing the use operation and warranty of such software/computer applications.

(6) Except as provided in these terms and conditions, the Company makes no other warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a specified purpose, and all such warranties are expressly excluded to the extent permitted under law.

13. Limitation on liability for loss, etc.

13.1 The Company shall not under any circumstances whatsoever be liable for any loss (which impression includes injury damage or delay) or for any consequence of any such loss arising out of any cause whatsoever beyond the Company's reasonable control or (except as provided in the maintenance agreement) any malfunctioning of or defect in or failure of any of the products or any loss of use thereof. In the absence of negligence in the manufacture installation or commissioning of the products by the Company or its supplier(s), the Company will not under any circumstances whatsoever be liable for any consequential loss or damage however caused.

13.2 The Company will not accept any claim for damage in transit or loss of goods unless Client informs the carrier concerned immediately upon delivery of the products and informs the Company in writing within 24 hours from receipt of the products.

13.3 Under no circumstances will the Company be liable for any losses, damages, costs and expenses directly or indirectly suffered by Client (including without limitation, any loss of revenue and profits whether anticipated or actual, or any special, indirect or consequential damage of any nature whatsoever) or any action, claims and proceedings taken against Client by any third party or parties in connection with, incidental to and consequential upon the purchase, testing, commissioning, operation and use of the products, including without limitation, any loss and damages resulting from the interruption or failure in the operation thereof.

13.4 Subject to sub-clauses (13.1), (13.2) and (13.3) above, the Company's liability to Client for damages from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to HK\$100,000.00 or the purchase price under the sales contract, whichever is lower.

14. Maintenance and use of the Company's products

Until (i) the expiry of the warranty period stated in Clause 12 above or (ii) the date by which the Client shall have paid in full for all invoices referred to in Clause 6, whichever be the later,

- i.the Company's representative(s) shall have the full and free right of access to the products;
- ii.the Client shall not permit persons other than authorized representative(s) of the Company to effect any replacement of parts maintenance adjustments or repairs to the products;
- iii.the Client shall properly maintain the installation facilities, system of work, etc. (including those referred to in Clause 10 above) for the products in accordance with the Company's recommendation;
- iv.the Client shall use with the products only such operating supplies as meet the Company's specifications;

- v. the Client shall not without the prior written consent of the Company:-
1. permit the operation of any item of the products by any person other than by operator(s) employed by the Client or under the supervision of the Client or by representative(s) of the Company or by persons authorized in writing by the Company;
 2. permit any alteration addition or attachment to or movement of any item of the products'
 3. assign or transfer any of its interests under these terms and conditions.

15. Indemnity

The Company shall not be liable for and the Client shall indemnify and hold the Company harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation (other than by the Company) or possession of any of the products and software and from negligence (including the use of any of the products and software otherwise than in accordance with the Company's operating manuals and instructions) or default (including any non-compliance with any of these terms and conditions and/or terms and conditions under any licence agreement governing the use of software/computer applications, any delay any wrong information and any lack of required information) or misuse by or on the part of the Client or any person(s) other than the Company. This indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding the termination of the sales contract formed by the Sales Quotation together with these terms and conditions.

16. Personal Data Protection

The Client consents to the use of such data and all personal data which may be or have been previously supplied in the Account opening/Credit application form, if any, to the Company for the purposes of discharging all or any of its functions regarding the Sales Quotation and for any other incidental purposes.

17. Force Majeure

17.1 The Client agrees that the Company and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of its obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which the Company and its directors, officers, employees or agents do not have control, including but not limited to government restriction.

17.2 Neither the Company nor the Client will be under any liability to the other for any failure to carry out, or delay in carrying out, any of its respective obligations under these terms and conditions due to Force Majeure provided that the relevant party promptly gives the other party notice of the occurrence of Force Majeure.

17.3 For purposes of the sales contract, "Force Majeure" means a circumstance beyond the reasonable control of a party which is not the result of an intentional or negligent act or omission of the party, which circumstances include, without limitation:

- (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud-slides, wash-aways, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, riots, civil commotions, malicious damage, sabotage, theft or blockade;
- (c) acts or omissions (whether legislative, executive, or administrative) of any local, state, national, governmental or supra-governmental authority; and

- (d) strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of the party or not).

17.4 If the circumstances of Force Majeure continue for 3 Months from the date of the notice given pursuant to this clause 10, then Seller may terminate the Contract with immediate effect.

18. Default

18.1 Any one of the following events shall constitute an event of default ("Event of Default"):-

- (a) the Client's failure to make such payment in accordance with Clause 5.1 or 6 above;
- (b) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against the Client;
- (c) the levying of attachment against the Account;
- (d) the Client's default in the due performance or observance of any of these terms and conditions;
- (e) any consent, authorization or board resolution (if applicable) required of the Client to enter into the sales contract, the Sales Quotation and/or these terms and conditions being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; or
- (f) the Client's failure to accept delivery of the Company's products and services by the due date(s) as mentioned in Clause 8 above;

18.2 If an Event of Default (other than under sub-clause 18.1(f)) occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client, the Company shall be entitled to (subject to all applicable laws):-

- (a) bring an action for the purchase price or any part thereof remaining unpaid and/or loss and damages occasioned by the Company even though title to the products has not yet transferred to Client;
- (b) terminate the sales contract and any other outstanding contracts (if any) with Client;
- (c) suspend any further delivery to Client under the sales contract and any other outstanding contracts (if any) with Client;
- (d) charge Client interest on the overdue sum from its due date until payment in full is received by the Company. Interest will be charged at the rate of 3% per month and will be calculated on a daily basis;
- (e) appropriate any payment made by Client to such products (or the goods supplied under any other contract of sale between the Client and the Company) as Company may think fit (notwithstanding any purported appropriation by the Client);
- (f) cancel any or all outstanding purchase order(s) or any other commitments requested by the Client; and/or
- (g) sell, dispose of or otherwise deal with in whatever manner any goods or products in the Account and/or deposited by the Client with the Company.

18.3 If event of default as per sub-clause 18.1(f) occurs, then 30 days after such delivery date as per the Sales Quotation, without prejudice to any other right of remedy available to the Company, the Company may:

- (a) terminate the sales contract with immediate effect and retain the all sum paid by Client as liquidated damages;

- (b) recover damages from Client for any and all losses suffered as a result of Client's breach or termination of the sales contract;
- (c) sell the products at the best price readily obtainable and (after deducting all storage, handling and selling expenses) charge the Client for any shortfall below the purchase price under the sales contract; and/or
- (d) arrange for the storage of the goods, in which case delivery will be deemed to have taken place, and the products will be at Client's risk for all loss and damage and Client will be responsible for the costs of storing the goods and will reimburse the Company for all expenses incurred in connection with that storage until actual delivery including storage, insurance and related service charges.

18.4 The Client hereby undertakes to indemnify (on indemnity basis) the Company and its directors, officers, employees and agents for any loss, cost, claim, liability or expenses arising out of or connected with any event(s) of default or any breach by the Client of its obligations hereunder including any costs reasonably incurred by the Company in collecting any debts due to the Company under these terms and conditions.

19. General

19.1 The Company's failure to insist at any time on strict compliance with any of these terms or conditions or any continued course of such conduct on the Company's part shall in no event constitute or be considered as a waiver by the Company of any of its powers, rights, remedies or privileges.

19.2 The Client shall not assign any of the Client's rights and/or obligations under the sales contract (incorporating the Sales Quotation and these terms and conditions) to any other party except with the Company's prior written consent. Time shall be of the essence of the sales contract.

19.3 If any provision of the sales contract shall be held to be invalid or unenforceable by any court or regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and the sales contract shall be carried out as if any such invalid or unenforceable provision was not contained herein.

19.4 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.

19.5 Where any relevant software/computer application(s) must be installed to enable the use and operation of any product under the Sales Quotation, the Client agrees to observe and be bound by the terms and conditions of any licence agreement(s) governing the use operation and warranty of such software/computer applications.

19.6 Where the Client consists of more than one person or party, the liability of each of the person(s) or party(ies) shall be joint and several and references to the Client shall be construed to any or each of person(s) or party(ies). The Company shall be entitled to deal separately with any of the person(s) or party(ies) including the discharge of any liabilities to any extent without affecting the liability of the others.

19.7 Where any written instructions or any other written communication from the Client is given by facsimile, the Client hereby authorizes the Company to accept such facsimile message from the Client as the original instruction or communication from the Client, and the Client shall fully indemnify the Company on demand against all losses, damages, interests, costs, expenses whatsoever which the Company may incur, or suffer as a result of or arising from the Company's acceptance, reliance on or acting upon those instructions or communication. The Client acknowledges that any notices and communications to the Company shall be

sent or delivered or communicated (as the case may be) to an address or location as notified by the Company from time to time.

19.8 All notices and communication to the Client may be effectively given by mailing the same by post addressed to the Client at any of the Client's addresses as they appear from time to time on the account opening/credit application form, or by delivering the same to the Client or by telex, facsimile or telephone to any number notified to the Company from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone or facsimile transmission) and that no such notice or communication need to be signed by the Company's authorized signatory.

19.9 To the extent permitted by law, the Company may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from the Client and such amendments shall come into effect immediately upon the Client's receipt of the Company's notice pursuant to this Agreement.

19.10 These terms and conditions supersedes all previous agreements and arrangements (if any) between the Client and the Company in relation to the Sales Quotation and the Account.

