Effe cti ve from 1-Apr il-202 1

Ve rs ion 2 021.1

Gener al Conditi o ns of Sal es

1. The t erm s hereinafter provided s hall be the c ondit ions of t he s ubj ect cont ract bet ween the S el ler and t he Buyer.

2. I n c ase t he go ods are not s hipped or do not arriv e wit hi n the t ime and margin sti pul at ed, it s hal l (s ubj ec t nev erthel ess as hereinafter m ent ioned)

be opened t o either part y of this Cont rac t to dec lare the sam e null and v oid but in that ev ent no c ompens ati on shal l be pai d by ei ther part y t o

t he ot her in respect of such dec larat ion. If onl y part of t he goods are s hipped or arriv e wit hin t he af or es ai d time and margi n the B uyer s hal l,

not withs tanding the late arriv al of the other part t hereof, take del iver y of t he part whic h has ar ri v ed, and as t o the bal anc e of t he goods ei ther

party may cancel t he Cont ract in res pect t hereof, but i n t hat ev ent no c om pens a t ion s hall be pai d by either part y t o the other i n respect of s uc h

c anc ellat ion.

3. I n ev ent of t he Seller noti f ying the Buyer in writ i ng that the goods or any part ther eof ar e likel y t o be s hipped or t o arriv e subsequent t o the t im e

and margin afor es aid, the Buyer shall withi n t wo days fr om t he r ecei pt of s uc h not ific at ion inform t he Sel ler i n writi ng whet her or not they wi ll

tak e del iver y of t he goods upon arriv al and in default of s uc h r epl y from the B uyer, t he B uyer s hal l be pres um ed to hav e agreed to take deliv ery

of t he goods, notwit hs tandi ng t heir l ate s hipment or arriv al, and t he Buyer shal l tak e del iv ery t hereof accor dingly and no c ompens at ion s hall be

paid by t he S el ler t o the Buyer.

4. I n t he ev ent of the goods, or any port ion thereof, being l os t or destroyed in t rans i t, or destroyed before deliv ery, t his Cont ract s hal l be v oi d

agains t s uc h goods los t or destroyed and as regar ds that porti on of t he goods, if any, whi ch s hall not hav e been lost or des t royed, this C ont ract

s hall remain valid and eff ective.

5. I f the goods ar e dam aged en rout e or sus tain dam age from any cause whatsoev er wi thout any f aul t on t he S e l ler ’s part, t he B uyer must tak e

deliv ery at an allowanc e f ixed by a duly qual ifi ed Surv eyor practic ing in Hong K ong.

6. The Buyer s hall not be enti tl ed t o r epudi ate t his Cont ract nor t o c laim com pens at ion from t he Seller upon the ground that t he goods hav e

deteriorat ed in c ons equenc e of natur al c auses .

7. I f the late shi pment or arriv al of the goods or any par t t hereof is directl y or indirect ly due t o any c ons equenc es or ac ts arising from a state of

war o r of hos t ilities or t o force maj eu re, non-av ai lability of s uppl y of t he goods from t he S el l er ’s s uppliers, delay in goods t ransit or to any

c irc umstanc es (wh ether kindred to t he f oregoi ng c ircums tances or not) bey ond the cont rol of t he S eller, t he Buyer s hal l tak e deliv ery of the

goods on arriv al not wit hs tanding that t he dat e of the shi pm ent or arriv al s hall be s ubs equent t o the ti me and m argin afores ai d, and s hall m ake

no cl aim for com pensat ion i n res pect of s uc h late shipment or arriv al whats oev er. If any reas on of any of t he m att ers c irc umstances and ac ts

af ores aid the S eller is unable to deliv er t he goods or any par t ther eof the Buyer s hal l not be ent itled to mak e any c laim ag ai ns t the S el ler for

non-deliv ery.

8. The goods shal l be at th e Buyer ’ s ris k imm edi at ely on deliv ery t o t he Buyer or to t he Buyer ’s agent.

9. The property in the goods will only pass t o the Buyer when the Buyer has made ful l payment f or t he goods.

10 . As fr om the dat e on which deliv ery is due, the goods shall i n every res pect be at t he B uyer ’s s ol e risk and the Buyer shal l pay al l Godo wn Rent ,

Fi re Insuranc e premium and all other c harges whats oev er in res pect ther eof as from s uc h dat e. In the ev ent that t he B uyer fails t o take

deliv ery of the goods wi thin 30 days aft er arriv al of shi pment , t he Seller s hal l be at libert y to di spos e of the goods i n any m anner i t t hink s f it

wit hout f urther ref erenc e to the B uyer and t o cl ai m agai nst t he B uyer f or all loss s uffered.

11 . No claim in res pec t of the goods ordered under t he Cont ract shall be made agains t the Sel ler unless s uc h c l aim be m ade withi n s ev en days

aft er the Buyer has been not ified of the arriv al of t he goods in Hong Kong nor s hall any s uc h claim be made by t he Buyer aft er del iv ery has

been tak en a nd t he goods hav e been remov ed fr om t he place of deliv ery.

12 . In cas e any dis pute s hall aris e on ins pect ion as t o t he qua l it y or c ondi tion of t he goods a s urv eyor is to be appoi nt ed j oi nt ly or separ at e l y by the

parties t o det erm i ne whet her the Buyer is to tak e the goods at t he Cont rac t pri c e or at an al lowanc e or is ent it led t o rej ec t t hem. If t he

S urv eyors are of t he opini on t hat deliv ery ought t o be taken at an allowance, s uch allo wanc e i s to be f ixed by t he Surv eyors. If the goods ar e

in order t he Buyer s hall pay the c harges of t he Surv eyor. If the awa rd i s in t he nature of a c om promise t he Surv eyor ’s charges s hal l be bor ne

equally by bot h par ti es. If t he part ies appoi nt thei r own s urv eyor s s eparatel y and the 2 s urv eyors cannot agree with eac h ot her on the dispute,

t he 2 s urveyor s s hall t hen j ointly nominat e a thi rd independent s urv ey or whos e dec isi on on t he dis put e s hall t hen be f inal. Irres pectivꀀe ጀ�er t he

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