

Shu Powders Limited  
Level 54, Hopewell Centre  
183 Queen's Road East  
Hong Kong

## **CONDITIONS OF SALE**

THE WITHIN ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS WELL AS THOSE APPEARING ON THE FACE OF THE ATTACHED PURCHASE ORDER:

1. The recipient of the goods to be purchased pursuant to this order is herein called "Buyer". "Seller" is **SHU POWDERS LIMITED**.

### **2. APPLICABLE CONDITIONS**

The terms and conditions herein set forth, together with those appearing on the attached purchase order, shall be the sole governing conditions. Any modification of these terms and conditions shall be effective only if accepted in writing by Seller's authorized representative. This order constitutes the entire agreement between the parties and may be modified or terminated only by a written instrument executed by both parties. The price quoted is good for sixty (60) days unless otherwise stated on the reverse hereof. Any orders are subject to acceptance by Seller's Credit Department.

### **3. DELIVERY**

- (a) The delivery date is our best estimate of the time material will be shipped and we assume no liability for loss, damage or consequential damages due to delays.
- (b) Our estimated delivery date is based upon timely receipt of any instructions or any other thing or information which Buyer is required by the quotation or order to finish.

### **4. TERMS OF PAYMENT**

Net 30 days (or as stated on the reverse hereof) in U.S. Currency. Partial shipments to Buyer are acceptable and payments under these terms are to be made pro-rata on such partial shipments. If it is necessary to hold goods ready for shipment more than (30) days after the specified date of delivery, the order will be billed as if delivered on such date, and such goods may be stored in a warehouse at Buyer's expense. No returns of any goods purchased hereunder shall be made for the purpose of credit, or otherwise, without the prior written consent of Seller. Return of unused material by the Buyer for refund will be subject to a minimum of

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15% restocking charge or \$25.00, whichever is greater, plus all transportation charges.

## 5. **GUARANTEE**

We guarantee to replace or, at our option, repair any goods which are found defective in material of workmanship within (90) days from date of shipment. Alternatively, we may elect to refund an equitable portion of the purchase price. Our obligation with respect to such goods shall be limited to replacement or repair **EXW (insert actual address of warehouse)** Inco terms ©2010, and in no event shall we be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**

## 6. **TAXES**

Quoted prices do not include taxes and all sales are made subject to any applicable taxes imposed by the Federal or State Governments or by any other governmental authority.

## 7. **SHIPMENT**

Unless otherwise agreed, all domestic shipments are made **EXW (insert actual address of warehouse)** Inco terms ©2010. Any international shipment are made **FCA (insert actual address of warehouse)** Inco terms ©2010. Packaging and packing for domestic shipments are included in the quoted price. If special packing is involved, a charge will be made to cover extra expense. Unless otherwise specified Seller will use appropriate surface transportation. Seller assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier. All claims for breakage and damage should be made to carrier.

## 8. **INSOLVENCY**

Either party shall have the right to cancel this order in the event that the other party becomes bankrupt or insolvent or makes an assignment for benefit of creditors.

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## **9. APPLICABLE LAW**

This order shall be governed by the laws of the State of New York, USA including the provisions of the Uniform Commercial Code as adopted in the State of New York and all shipping terms shall have the meaning set forth in Inco terms ©2010. The courts of the State of New York shall have exclusive jurisdiction for the resolution of any disputes arising from this order.

## **10. LIMITATION OF LIABILITY**

Seller shall in no event be liable for special, indirect, incidental or consequential damages including environmental damage claims or for loss of profits. Seller's total liability on any claim of any kind arising out of this sales contract shall in no case exceed the price paid by buyer for the product or the part thereof giving rise to the claim. Seller disclaims all liability, whether in contract, tort, warranty, or otherwise, to any party other than Buyer and neither assumes nor authorizes any other person to assume for it any liability in connection therewith.

## **11. CONFIDENTIALITY OF PROPRIETARY DATA**

Any technical data indicating that said data is proprietary to Seller received by Buyer, whether pursuant to this order or not, shall be received in confidence by Buyer; Buyer further agrees to comply with all instruction and legends affixed or accompanying said proprietary technical data supplied by Seller.

## **12. CANCELLATION**

An order once placed with and accepted by us can be cancelled only with our consent and upon terms that will indemnify us against loss.