

TERMS AND CONDITIONS

Buyer should carefully read the following terms and conditions. Buyer's purchase or use of our products implies that you have read and accepted these terms and conditions

1. Seller's quotations are for informational purposes only. The prices quoted are for acceptance within 30 days unless otherwise extended in writing by Seller. All orders for goods received from Buyer are accepted by Seller only upon acknowledgment by the corporate office of Hopeful Rubber Mfg. Co., Ltd. ("Seller") and until so acknowledged are not binding on Seller. Buyer and Seller agree that, unless otherwise expressly agreed in a writing signed by both parties, any acknowledged purchase orders and subsequent sales of Seller's products are made under these terms and conditions, and that Seller shall not be bound by Buyer's Terms and Conditions.
2. Photocopies, facsimile transmissions and electronic mail of documents and quotations shall be effective as originals.
3. Due to current manufacturing and economic conditions, all orders are acknowledged with the understanding that prices, surcharges, and other fees are subject to change without advance notice and, together with any taxes applying at the time of shipment. Any sales, use, or excise tax levied by any government authority on or applicable to material sold shall be added to the invoice price of the material sold. Contract price may also be increased by Seller at anytime with advance notice to reflect the fluctuations in the price of raw materials, components, power, wages or any other items contributing to the costs of manufacturing the goods.
4. No order and process of production is subject to cancellation. Any cancelled orders or items will have a 1% cancellation charges with a minimum HKD1, 000.00 per cancelled orders or items at a time. In additions, buyer shall indemnify the Seller in full against all lost (including loss of profit), cost (including the cost of labor and material prepared or used.), damages, charges and expensed incurred by the Seller as a result of cancellation. Any deferment or change in specifications of the order have to prior written and consent by Seller. Failure of Seller to insist on performance of any of the terms and conditions or requirements of this order shall not be construed as a waiver of such terms, conditions or requirements, and shall not affect the right of Seller thereafter to enforce each and every term, condition or requirement.
5. Unless otherwise specified in writing, price of the mold or fixtures listed on the Seller's quotation is based on production carry out at Seller facilities. Ex-factory mold or fixture need to be re-quoted. And 50% tooling deposit shall be paid before start; balance payment should be settled after samples approval or no later than 90 days after samples submitted (whichever is sooner). Seller reserve the right not disclosing the Mold structure in no matter 2D or 3D format. Buyer will be informed by Seller when a mold is not being manufacturing for three years or over; buyer may either pay the maintenance fee or return the mold at re-quoted mold price. The lifetime of the mold shall be around 100,000 shots unless otherwise specified by Seller in writing submitted to Buyer. Cost of changing date code of the mold is on Seller expenses.
6. Payment terms shall be Cash on Delivery or T/T in advance unless otherwise specified by Seller in writing submitted to Buyer. Buyer shall pay interest on the invoice amount, or any outstanding portion thereof, at the rate of 1.50% per month (18% per annum) or any portion of a month, from and after the due date of the invoice. Buyer's account is referred for collection for any reason, Buyer agrees to pay any collection agency fee, attorneys' fees, collection expenses, or any other cost incurred by Seller, including any appeal, in the enforcement of Buyer's obligation, whether or not suit is commenced.
7. Seller warrants that all goods shall be manufactured in accordance with the drawing description or buyer's approved samples. Seller grants Buyer a warranty for a period of 30 days from the receipt date of the Buyer. Seller is not responsible for any defects arising from or in any way connected with specifications or designs supplied by Buyer. Buyer and seller expressly agree that the foregoing warranty is exclusive and in lieu of all other warranties and representations, whether written, oral, implied, or statutory and that no other warranty or representation of any kind, expressed or implied, including any warranty or representation of merchantability, fitness for particular purpose, infringement or as to any other matter with respect to the items has been made. Any claim for defects in specifications must be made by buyer in writing and in sufficient detail within 30 days after the receipt of the goods. Failure to provide such detailed written notice to seller shall act as a waiver and a bar to all remedies of buyer; seller will not accept return of any goods except upon seller's written prior authorization.



8. Buyer's sole and exclusive remedy and the Seller's total liability for any and all losses and damages arising out of any causes shall be limited to replacement of proved to be defective, F.O.B the seller's place of business in Hong Kong. or at the sole option of Seller to refund of the purchase price of the defective goods, which shall in no event exceed the purchase price of the defective goods. In no event shall Seller be liable hereunder for (A) any loss of profits or other economic loss of whatever nature, or any indirect, special, consequential, incidental or other similar damages arising out of any claim of whatever nature relating to this agreement or to any obligations, acts, events, or occurrences pursuant to, preliminary to or incidental to this agreement, or (B) any liabilities of customer to third parties resulting from any failure of Seller to perform as required under the terms of this agreement.
9. Delivery shall be made to the Buyer FOB Seller's plant if not specified on Seller's quotation. Seller reserves the right to make shipment in partial unless otherwise specified. Each shipment in partial fulfillment of an order shall be deemed a separate and independent contract. If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the Buyer shall become impaired or unsatisfactory to Seller, Seller reserves the right to change the terms of payment, and/or lay off buyer's all production, and/or defer or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received.
10. Buyer have to accept and paid for the overruns and underruns goods not to exceed five percent of the quantity ordered.
11. Estimates as to time of delivery are based on conditions prevailing at the date of the quotations. Deliveries estimates are subject to review based upon conditions at the date of order and apply from the date of order receipt of full manufacturing detail at Seller's factory.
12. Delays in filling of orders or delivery as a result of force majeure or other circumstances included but not limited to war, hazards, strikes, fires, accidents, or other causes beyond Seller's control shall not result in Seller's liability to Buyer or to any other person, if appropriate action and notification have been taken by Seller immediately.
13. Goods are made to Buyer's specifications, Buyer warrants that no valid patent has been or will be infringed by said specifications covered by this quotation or sales order acknowledgment, and Buyer agrees to defend any suit brought against Seller by reason of any such infringement and agrees to indemnify, save, and hold Seller harmless against any and all costs, expenses, or damages incurred by reason of any suits or claims for such infringement.
14. Any complaints regarding shortages, damages, delays or loss must be forwarded to Seller in written form within 14 days from the receipt of the goods,
15. Disclosure of Seller's "Confidential information" ("Confidential information" shall means data, know-how, trade secrets, patents, specification, material formulations, product concepts and any other information related to Seller's business including, without limitation , operational and financial information, and disclosed to the Buyer in written, graphic, drawing or machine readable form) are prohibited.
16. Sellers quotations and sales order acknowledgments along with the terms and conditions of any order submitted by Buyer shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China to the exclusion of any other.

Agreed and Accepted by Buyer:

Company Name: _____

Title: _____

Signature: _____
