Effective from 1-April-2021
Version 2021.1
General Conditions of Sales
1. The terms hereinafter provided shall be the conditions of the subject contract between the Seller and the Buyer.
2. In case the goods are not shipped or do not arrive within the time and margin stipulated, it shall (subject nevertheless as hereinafter mentioned)
be opened to either party of this Contract to declare the same null and void but in that event no compensation shall be paid by either party to
the other in respect of such declaration. If only part of the goods are shipped or arrive within the aforesaid time and margin the Buyer shall,
notwithstanding the late arrival of the other part thereof, take delivery of the part which has arrived, and as to the balance of the goods either
party may cancel the Contract in respect thereof, but in that event no compensation shall be paid by either party to the other in respect of such
cancellation.
3. In event of the Seller notifying the Buyer in writing that the goods or any part thereof are likely to be shipped or to arrive subsequent to the time
and margin aforesaid, the Buyer shall within two days from the receipt of such notification inform the Seller in writing whether or not they will
take delivery of the goods upon arrival and in default of such reply from the Buyer, the Buyer shall be presumed to have agreed to take delivery
of the goods, notwithstanding their late shipment or arrival, and the Buyer shall take delivery thereof accordingly and no compensation shall be
paid by the Seller to the Buyer.
4. In the event of the goods, or any portion thereof, being lost or destroyed in transit, or destroyed before delivery, this Contract shall be void
against such goods lost or destroyed and as regards that portion of the goods, if any, which shall not have been lost or destroyed, this Contract
shall remain valid and effective.
5. If the goods are damaged en route or sustain damage from any cause whatsoever without any fault on the Seller’s part, the Buyer must take
delivery at an allowance fixed by a duly qualified Surveyor practicing in Hong Kong.
6. The Buyer shall not be entitled to repudiate this Contract nor to claim compensation from the Seller upon the ground that the goods have
deteriorated in consequence of natural causes.

7. If the late shipment or arrival of the goods or any part thereof is directly or indirectly due to any consequences or acts arising from a state of
war or of hostilities or to force majeure, non-availability of supply of the goods from the Seller’s suppliers, delay in goods transit or to any
circumstances (whether kindred to the foregoing circumstances or not) beyond the control of the Seller, the Buyer shall take delivery of the
goods on arrival notwithstanding that the date of the shipment or arrival shall be subsequent to the time and margin aforesaid, and shall make
no claim for compensation in respect of such late shipment or arrival whatsoever. If any reason of any of the matters circumstances and acts
aforesaid the Seller is unable to deliver the goods or any part thereof the Buyer shall not be entitled to make any claim against the Seller for
non-delivery.
8. The goods shall be at the Buyer’s risk immediately on delivery to the Buyer or to the Buyer’s agent.
9. The property in the goods will only pass to the Buyer when the Buyer has made full payment for the goods.
10. As from the date on which delivery is due, the goods shall in every respect be at the Buyer’s sole risk and the Buyer shall pay all Godown Rent,
Fire Insurance premium and all other charges whatsoever in respect thereof as from such date. In the event that the Buyer fails to take
delivery of the goods within 30 days after arrival of shipment, the Seller shall be at liberty to dispose of the goods in any manner it thinks fit
without further reference to the Buyer and to claim against the Buyer for all loss suffered.
11. No claim in respect of the goods ordered under the Contract shall be made against the Seller unless such claim be made within seven days
after the Buyer has been notified of the arrival of the goods in Hong Kong nor shall any such claim be made by the Buyer after delivery has
been taken and the goods have been removed from the place of delivery.
12. In case any dispute shall arise on inspection as to the quality or condition of the goods a surveyor is to be appointed jointly or separately by the
parties to determine whether the Buyer is to take the goods at the Contract price or at an allowance or is entitled to reject them. If the
Surveyors are of the opinion that delivery ought to be taken at an allowance, such allowance is to be fixed by the Surveyors. If the goods are
in order the Buyer shall pay the charges of the Surveyor. If the award is in the nature of a compromise the Surveyor’s charges shall be borne
equally by both parties. If the parties appoint their own surveyors separately and the 2 surveyors cannot agree with each other on the dispute,
the 2 surveyors shall then jointly nominate a third independent surveyor whose decision on the dispute shall then be final. Irrespective of the
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