



SALE OF EQUIPMENT TERMS AND CONDITIONS

The following terms and conditions shall be incorporated in the Quotation overleaf (collectively “this Agreement”) whereby EZU Rentals Limited (“EZU”) agrees to sell the goods described overleaf (the “Goods”) to the Customer and the Customer agrees to purchase the Goods. In the event of a conflict between the terms of the Quotation and these terms and conditions, the terms of the Quotation shall prevail.

1 **Validity of Quotation**

- 1.1 Unless otherwise stated, the Quotation overleaf shall be valid until the earlier of (i) the expiry of the period of 30 days and (ii) revocation of the Quotation by EZU whereupon the Quotation shall automatically lapse. Any acceptance by the Customer shall be effective only if made in writing and received and acknowledged by EZU during the period where the Quotation remains valid.

2 **Price and payment**

- 2.1 The price of the Goods shall be the price set out overleaf. The Price is exclusive of any value added tax, withholding or other tax or duty. Where the delivery or shipping address shown overleaf (the “Designated Address”) is outside Hong Kong (an “International Sale”, otherwise a “Local Sale”), the price is f.o.b. ex-works EZU’s office in Hong Kong.
- 2.2 EZU may invoice the Customer for the price of the Goods on or at any time after the delivery of the Goods. Unless otherwise stated, payment of the price shall be due upon issuance and presentation of the invoice. The time of payment of the price shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 18% per annum.
- 2.3 EZU shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer.

3 **The Goods**

- 3.1 The quantity and description of the Goods shall be as set out overleaf.

4 **Cancellation**

- 4.1 No order which has been accepted by EZU may be cancelled by the Customer except with the agreement in writing of EZU and on terms that the Customer shall indemnify EZU in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by EZU as a result of cancellation.

5 **Delivery of the Goods**

- 5.1 In the case of a Local Sale, the Goods shall be delivered to the Designated Address.
- 5.2 In the case of an International Sale:
- (a) the Goods shall be delivered to the Customer at EZU’s address in Hong Kong;
 - (b) EZU shall arrange for carriage of the Goods to the Designated Address in accordance with the Customer’s shipping instructions or in such other manner as EZU shall think fit;
 - (c) The Customer shall promptly obtain all necessary import licences, clearances and other consents necessary for the purchase of the Goods; and
 - (d) Any costs of carriage and insurance so incurred shall be reimbursed by the Customer without any set-off or other withholding whatever and shall be due on the date for payment of the price of the Goods. The carrier shall be deemed to be the Customer’s agent.
- 5.3 The Goods shall be delivered on the delivery date shown overleaf (the “Delivery Date”). Any dates quoted for delivery of the Goods are approximate only and EZU shall not be liable for any delay in delivery of the Goods (or any of them) however caused. Time for delivery shall not be of the essence. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Customer.





6 Acceptance of the Goods

- 6.1 The Customer shall inspect the Goods upon their delivery in the case of a Local Sale or upon first having a reasonable opportunity of inspecting them in the case of an International Sale and notify EZU in writing within 48 hours thereafter of any defect in the Goods. If no such notification is given, it shall be conclusively presumed that the Customer has accepted the Goods which are complete and in good order and condition and fit for the purpose for which they are required and in every way satisfactory to the Customer and the Customer shall not be entitled to reject the Goods.
- 6.2 If the Customer properly rejects any of the Goods which are not in accordance with this Agreement, the Customer shall nonetheless pay the full price of such Goods unless the Customer promptly gives notice of rejection to EZU and upon demand by EZU promptly returns such Goods to EZU in such manner as EZU shall direct.
- 6.3 In the event that the Customer declines to accept the Goods in breach of this Agreement, the Customer shall pay to EZU as and by way of agreed liquidated damages an amount equal to the price of the Goods less the net proceeds received by EZU on reselling the Goods after deducting the costs and expenses of resale.

7 Risk and property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer:-
(a) in the case of a Local Sale, at the time of delivery; or
(b) in the case of an International Sale, at the time of shipment of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of this Agreement, the property in the Goods shall not pass to the Customer until EZU has received the price of the Goods in full.
- 7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as EZU's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as EZU's property.
- 7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), EZU may at any time require the Customer to deliver up the Goods to EZU and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods. .
- 7.5 The Customer shall not be entitled to sell, charge, pledge or in any way dispose of any of the Goods which remain the property of EZU, but if the Customer does so all moneys owing by the Customer to EZU shall (without limiting any other right or remedy of EZU) forthwith become due and payable.

8 Warranties and liability

- 8.1 All terms, conditions, warranties and representations (whether implied or made expressly) whether by EZU, its agents or representatives or otherwise (other than those express warranties set out in this Agreement) relating to the quality and/or fitness for the purpose of the Goods or any of the Goods or to their correspondence with any sample or description or to any intellectual property or third party rights in relation thereto are excluded to the fullest extent by law.
- 8.2 In the event where any warranty is expressly given by EZU in respect of the Goods, such warranty shall unless otherwise stated be subject to the following conditions:-
(a) Such warranty shall be of a period of 6 months commencing from the date of delivery of the Goods under Clause 5;
(b) EZU shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow EZU's, the supplier's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without EZU's approval;
(c) EZU shall be under no liability under such warranty if the total price of the Goods has not been paid by the due date of payment; and
(d) the Customer shall upon request by EZU promptly send the Goods properly packaged and freight prepaid together with a statement detailing the Customer's claim to EZU's address in Hong Kong or as EZU shall direct.
- 8.3 The Customer hereby acknowledges that the Goods may have been used by EZU or any other person either as part of the rental stock or otherwise.





- 8.4 Except in respect of death or personal injury caused by the EZU's negligence, EZU shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of EZU, its agents or representatives or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with this Agreement or at all) or their use or resale by the Customer, and the entire liability of EZU under or in connection with this Agreement shall not exceed the price of the Goods, except as expressly provided in this Agreement.

9 Computer software

- 9.1 Where any computer software, program or application (the "Software") is supplied with the Goods, this Clause shall apply.
- 9.2 The Customer shall use the Software in accordance with the licence (the "Licence") granted by EZU or the manufacturer or supplier of the Software in respect of the use of the Software and not copy, translate, adapt, vary, modify, disassemble, decompile, reverse engineer or otherwise deal with the Software in any way contrary to the terms of the Licence.
- 9.3 All terms, conditions, warranties and representations whether by EZU, its agents or representatives or otherwise relating to the copyright, patent or any other intellectual property in the Software are hereby excluded.
- 9.4 Subject to the terms of the Licence, nothing in this Agreement shall be construed to vest in the Customer any title, interest or right to or in any intellectual property in the Software.

10 Remedies of the Customer

- 10.1 Where the Customer rejects any Goods, the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by EZU to supply the Goods in conformity to this Agreement.
- 10.2 Where the Customer accepts or has been deemed to have accepted any Goods, EZU shall have no liability whatever to the Customer in respect of those Goods.

11 Generally

- 11.1 Any delay or failure of EZU to exercise any right or remedy shall not constitute a waiver of it or them and any of EZU's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to EZU to the effect that such rights are cumulative and not exclusive of each other.
- 11.2 This Agreement contains all the terms agreed between the parties except for such variations in writing as shall be agreed in writing by EZU and the Customer to the exclusion of any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document. The rights of EZU are assignable by EZU without the Customer's consent. The Customer is not permitted to assign this Agreement.
- 11.3 If at any time any one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.
- 11.4 Any written communication from EZU to the Customer shall be sufficiently served if sent by prepaid post or letter or delivered by hand to the address of the Customer overleaf and shall be deemed to have been received by the Customer 48 hours after the time of posting and at the date of delivery if delivered otherwise than by post to the Customer's said address.
- 11.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by EZU shall be subject to correction without any liability on the part of EZU.
- 11.6 This Agreement shall be governed and construed according to the law of Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby consent to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region of the People's Republic of China.

