

OSRAM PROSPERITY CO., LTD.

Terms and Conditions of Sale

1. The Quotation/Sales Order comprise the seller's quote or the buyer's order as accepted and confirmed by both parties subject to the Terms and Conditions herein stated.
2. Any amendments made whether proposed by the buyer or agreed upon between both the seller and the buyer shall be subject to final acceptance and written confirmation of the seller.
3. Unless otherwise specified, all goods shall be packed in the seller's standard cartons. Any request for extra packing will be at cost of the buyer.
4. Dates quoted for delivery are best estimates only. The seller shall not be held responsible for any consequences of delay shipment or non-delivery of the goods due to war, strikes, floods, typhoons, earthquake or any other circumstances beyond the seller's control, which might occur during the process of manufacturing or in the course of loading. In such cases, the seller shall inform the buyer the occurrence mentioned above as soon as possible and take all possible measure to solve the problems.
5. All prices of goods quoted are based on the manufacturers' standard finish and specification.
6. Model Number, quantities and conditions of goods delivered must be checked and verified promptly by buyer in the presence of our delivery personnel. Failing which, the seller reserves the right not to accept responsibility for any claim or return of goods.
7. The buyer cannot cancel once the order has been confirmed, otherwise any deposit paid would be forfeited and could not be used for exchange for other merchandise, meanwhile the seller reserves the rights to trace back the balance from the buyer.
8. If the buyer fails or refuses to take delivery within 1 month from the confirmed date of transaction, the order will be cancelled and the seller reserves the rights to dispose of the whole or any part of the goods remaining undelivered without any notice to or consent from the buyer. No deposit if shall be refunded to the buyer.
9. If the buyer does not make payment on or before due date, the seller shall be entitled to charge the buyer a late payment of 2% per month of the total sums overdue. The seller shall also suspend delivery until the default payment is settled. If the overdue balance of outstanding more than 6 months, the order shall be void and the seller confiscates the deposit.
10. No retention shall be made unless specifically agreed in writing.
11. Save as may be expressly provided for therein, the Company shall not be liable for any consequential or indirect loss howsoever arising and of whatsoever nature suffered by the buyer, and in particular the seller shall not be liable for any costs claims damages or expense arising out of any tortuous commission or of any breach of contract or statutory duly calculated by reference to profits in production business or accruals or by reference to accruals of such costs clams damages or expense on a time bases.
12. The seller retains final deciding authority in any event of dispute.
13. All terms & conditions, stated and implied, are subject to change without prior notice.

Effective date: 22 July 2008

Approved by:

GM / FD