

## PURCHASE ORDER 採購訂單

The purchase order no. below must appear on all invoices, packing lists, cartons and correspondence related to this order.

請在發票、貨單、包裹、文件及書信上註明本單編號

Purchase Order No. 訂單編號:

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### General Terms and Conditions

#### 1. Interpretation

"Business Day" means a day (other than a Saturday or Sunday) on which licensed banks in Hong Kong are open for general banking business.

"Goods" means the goods ordered by HKRITA from Supplier as described in this purchase order.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"HKRITA" means The Hong Kong Research Institute of Textiles and Apparel Limited of Room 906, Shirley Chan Building, The Hong Kong Polytechnic University, Hungghom, Kowloon, Hong Kong.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Parties" means HKRITA and Supplier, and a reference to "a Party" means a reference to any one of them.

"Receiving Officer" means the officer in charge of a department in HKRITA to which any Goods are to be sent and Services are to be provided or such other officer as the said officer in charge may authorize to accept delivery thereof.

"Services" means the services ordered by HKRITA from Supplier as described in this purchase order.

"Supplier" means the supplier to whom this purchase order is issued.

#### 2. Assignment

(a) Supplier shall not, without the prior written consent of HKRITA, assign or otherwise transfer this purchase order or any part thereof, or any of its rights and obligations thereunder, or any share or interest therein. This purchase order shall be personal to Supplier.

(b) Supplier shall not be permitted to subcontract any of its obligations under this purchase order (or any part thereof) without the prior written consent of HKRITA. If Supplier subcontracts any of its obligations under this purchase order to a third party, Supplier shall remain liable for its obligations under this purchase order and Supplier shall be liable for all and any acts or omissions of any subcontractor.

#### 3. Quality, Specifications and Certificates

(a) The Goods and/or Services supplied to HKRITA by Supplier shall conform in all respects to any specifications and drawings mentioned in this purchase order, or if any specifications of Goods and/or Services, or any drawings or samples of the Goods have been supplied by Supplier and approved by HKRITA, then the Goods and/or Services to be supplied by Supplier shall conform in all respects to any such approved specifications or drawings or samples (as the case may be).

(b) Any drawings and specifications reasonably required for Supplier's performance of its obligations under this purchase order shall be provided to it free of charge, but any such drawings and specifications so provided shall be returned to HKRITA upon delivery of the Goods and/or completion of the performance of the Services under this purchase order.

(c) Upon HKRITA's request, Supplier shall furnish HKRITA with a certificate or other documentary evidence to HKRITA's satisfaction showing that the Goods delivered by Supplier have been subjected to and have passed such test(s) as HKRITA may reasonably require, or, where no test is specified by HKRITA, such test(s) as is/are ordinarily adopted by the relevant industry to assess the quality and standard of the goods in question.

#### 4. Delivery

(a) Supplier shall supply and deliver the Goods to the ship-to-location and/or perform the Services at the location specified in this purchase order (as the case may be) on or before the delivery date(s) specified in this purchase order, unless otherwise instructed or agreed by HKRITA in advance in writing. Time shall be of the essence for the purpose of the performance of Supplier's obligations under this purchase order. Delivery of the Goods shall be made and/or the Services shall be performed (as the case may be) within 14 days of the date of this purchase order in case where no delivery date is specified in this purchase order.

(b) Each delivery of the Goods shall be marked with HKRITA's purchase order number and shall be accompanied by two (2) copies of the delivery note and packing list of the Goods. Supplier shall ensure that a receipt thereof is issued by the Receiving Officer of HKRITA but such receipt shall not constitute an acknowledgement that Goods mentioned therein are acceptable or satisfactory.

#### 5. Packaging and Conveyance

Supplier is responsible for adequate packaging and suitable transportation of the Goods to ensure the Goods will arrive at HKRITA's site or any specified ship-to-locations in good condition and without defects.

#### 6. Inspection and Acceptance

All Goods and Services will be subject to inspection and/or testing for acceptance by HKRITA in accordance with the requirements set out in this purchase order after delivery or performance (as the case may be).

#### 7. Rejection

(a) Without prejudice to any rights and remedies HKRITA may have, HKRITA may reject any Goods and/or Services supplied to HKRITA which are found to be defective, damaged, spoiled, soiled or not complying with any of the requirements in this purchase order.

(b) Within 24 hours of being notified in writing of the rejection of any Goods delivered, Supplier shall collect the same at its own risk and expense.

(c) Without prejudice to any other rights and remedies HKRITA may have, within 7 days of being notified in writing that any Goods delivered are rejected, Supplier shall replace all such rejected Goods with replacement Goods that comply with all the requirements set out in Clause 3(a) above. If such replacement Goods have to be obtained from sources outside Hong Kong, Supplier must promptly advise HKRITA the earliest date when the replacement Goods will be delivered to HKRITA. Notwithstanding the foregoing, HKRITA reserves the right to apply Clause 10(a) below in the event that the replacement Goods cannot be delivered within the seven-day period referred to in this Clause 7(c) and the Goods are urgently required for the operations of HKRITA.

#### 8. Empties

No return of empties to Supplier will be made unless it is expressly stated in this purchase order or otherwise agreed in writing by HKRITA and in any event, all costs incurred by HKRITA for the return will be paid by Supplier. HKRITA shall not be responsible for the loss of or damage to any empties under its control.

#### 9. Payment for Goods/Services

Supplier shall send invoices to the Accounts Section of HKRITA stating HKRITA's purchase order number, particulars and quantities of Goods and/or Services delivered or performed (as the case may be), unit prices, applicable discounts and the net payment due from HKRITA. Payment will normally be made to Supplier within 30 days from the date of HKRITA's actual receipt of invoices, provided that the Goods delivered and/or the Services performed (as the case may be) have been accepted by HKRITA and where a payment schedule is specified in this purchase order, the invoice complies with such payment schedule.

#### 10. Default and Termination of Order

(a) In the event of any breach of this purchase order by Supplier, HKRITA may at its absolute discretion terminate the whole or any part of this purchase order by notice in writing to Supplier, without prejudice to any rights and remedies HKRITA may have against Supplier. Without limiting the generality of the foregoing, HKRITA reserves the right to procure any Goods and/or Services then outstanding or otherwise not in compliance with this purchase order from any other source and Supplier shall be liable to HKRITA for any sums so incurred by HKRITA in excess (hereinafter called "Any Excess") of the prices of any such Goods and/or Service based on the unit prices under this purchase order.

(b) On termination of this purchase order for any reason, the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected. Without limiting the generality of the foregoing, on termination of this purchase order (however arising) the following Clauses of these General Terms and Conditions shall survive and continue in full force and effect: Clause 2 (Assignment), Clause 10 (Default and Termination of Order), Clause 11 (Retention Moneys), Clause 12 (Interest), Clause 13 (Offence of Bribery), Clause 14 (Warranties), Clause 15 (Recovery of Sums Due), Clause 16 (Liability for Damages or Compensation), Clause 17 (Bankruptcy), Clause 18 (Infringement), Clause 19 (Intellectual Property Rights), Clause 21 (Government Regulations), Clause 22 (Supplier's Conditions), Clause 23 (Force Majeure), Clause 24 (Dispute Resolution and Governing Law), Clause 26 (Rights of Third Parties) and Clause 27 (General).

#### 11. Retention Moneys

(a) To protect the interest of HKRITA, the payment schedule of this purchase order may specify a certain sum as retention moneys (the "Retention Moneys"), in which case, subject to the application and/or set-off of such retention moneys by HKRITA in accordance with Clauses 11, 15 and 16(b), the Retention Moneys (or the balance thereof, as the case may be) will not be payable to the Supplier unless and until the relevant condition(s) specified in this purchase order is/are fulfilled.

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(b) Any Retention Moneys (or part thereof) may be set off against Any Excess arising out of the termination of this purchase order (or any part thereof) under Clause 10 above.

(c) The provision of sub-clause (b) of this Clause shall apply equally in the case of termination, without lawful excuse, of this purchase order by Supplier.

(d) The application of any Retention Moneys in accordance with this Clause 11 shall be without prejudice to any rights and remedies HKRITA may have against the Supplier, including the right to recover from Supplier Any Excess that is not wholly set off by the Retention Moneys.

#### 12. Interest

HKRITA shall not be liable to pay to the Supplier interest on any sums payable to the Supplier under or arising out of this purchase order.

#### 13. Offence of Bribery

If Supplier is found to have offered or given any gratuity, bonus, commission, advantage, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee of HKRITA in relation to this or any other purchase order, agreement or contract of HKRITA, Supplier may be guilty of an offence under the Prevention of Bribery Ordinance and HKRITA shall be at liberty to forthwith terminate the relevant purchase order(s), agreement(s) and/or contract(s), as the case may be, and shall hold Supplier liable for any loss and damages which HKRITA may thereby sustain.

#### 14. Warranties

(a) Supplier warrants that all Goods furnished pursuant to this purchase order will be:

- (i) free from defects in design, material and workmanship;
- (ii) suitable and fit for the purposes for which the Goods are being bought, whether such purposes are made known to Supplier expressly or by implication;
- (iii) in conformity with the drawings, specifications, samples or other descriptions applicable thereto pursuant to Clause 3; and
- (iv) in conformity with all other requirements of this purchase order.

(b) Supplier warrants that:

- (i) at the date of delivery of any of the Goods, Supplier will have full clear and unencumbered title to such Goods; and
- (ii) at the date of delivery of any of the Goods, Supplier will have full and unrestricted right, power and authority to sell, transfer and deliver such Goods to HKRITA. From that date HKRITA shall acquire a valid and unencumbered title to such Goods.

(c) Supplier warrants that any and all Services under this purchase order will be carried out in accordance with the requirements under Clause 3 with all due skill and diligence and to a standard which conforms to generally accepted industry standards and practices.

(d) Supplier warrants that it has obtained all licences, authorisations, consents, approvals, permits or registrations necessary for it to provide the Goods and/or Services (as the case may be) and to perform this purchase order.

(e) The Parties agree that the warranties, conditions and terms implied by the Sale of Goods Ordinance (Cap. 26) and the Supply of Services (Implied Terms) Ordinance (Cap. 457) shall apply to this purchase order.

(f) If HKRITA finds that any Goods and/or Services do not conform to any of the warranties under this Clause 14, within a period of twelve (12) months from the date of delivery of the Goods or completion of the performance of the Services (as the case may be) or any other specified period agreed between the Parties in writing, HKRITA may, without prejudice to any other rights and remedies it may have, return such Goods to Supplier for correction, replacement or refund (as HKRITA may direct) and/or request re-performance of such Services, in each case at Supplier's expense.

#### 15. Recovery of Sums Due

Without prejudice to any rights and remedies HKRITA may have, whenever under this purchase order any sum of money shall be recoverable by HKRITA from Supplier or payable by Supplier to HKRITA, HKRITA shall be entitled to set off the same (or part thereof) against any sum due or which at any time thereafter may become due to Supplier under this or any purchase order, agreement or contract with HKRITA.

#### 16. Liability for Damages or Compensation

(a) Except in the case of death or personal injury caused by HKRITA's negligence, HKRITA shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, or at Common Law in respect of or in relation to any accident involving or any injury sustained by any workman or any other person whether such person is employed or engaged Supplier or any of its subcontractors in connection with Supplier's performance of this purchase order. Supplier shall indemnify and hold HKRITA harmless against and from any and all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any such accident or injury.

(b) Supplier shall effect a policy of insurance against all claims, demands or liability arising out of or in relation to this purchase order with a company approved by HKRITA (which approval shall not be unreasonably withheld) and shall maintain such insurance until the Goods and/or Services (as the case may be) under this purchase order are accepted by HKRITA and shall when required, deposit with HKRITA together with the receipt of payment of the premium(s) for safe keeping until the Goods and/or Services (as the case may be) under this purchase order are satisfactorily accepted by HKRITA.

(c) If Supplier shall fail to effect and maintain the insurance in accordance with Clause 16(b) or any other insurance which it may be required to effect under the terms of this purchase order, then HKRITA may effect and maintain any such insurance upon such terms and conditions as HKRITA shall in its absolute discretion think fit and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amounts so paid by HKRITA from and set off such amounts against any moneys due or which may become due to Supplier, or recover the same as a debt due from Supplier.

(d) In the event of any workmen or other persons employed or engaged by Supplier or its subcontractors in connection with this purchase order suffering any personal injury or death, whether there are any claims for compensation or not, Supplier shall without delay give notice in writing of such personal injury or death to HKRITA.

(e) Supplier, Supplier's agents or Supplier's subcontractors shall at all times be responsible and liable for any damage to property of HKRITA or of any of its employees or agents and any injury to or death of any employee or agent of HKRITA arising out of their actions.

#### 17. Bankruptcy

HKRITA may at any time by notice in writing terminate this purchase order forthwith without any liability to Supplier if any of the following events occurs:

(a) If Supplier, being an individual, shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of Supplier's estate made against Supplier or shall take any proceedings for liquidation or compensation under the Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of Supplier's effects, or purports so to do; or

(b) If Supplier, being a company, shall pass a resolution for the winding up of Supplier or the court shall make an order for the liquidation of Supplier's assets, or a receiver or manager shall be appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager; or

(c) If Supplier shall become insolvent or convene a meeting for the purpose of making, or proposes and/or enters into, any arrangement or composition for the benefit of its creditors, provided always that such determination shall not prejudice or affect any rights or actions or remedies which have accrued or shall accrue thereafter to HKRITA.

#### 18. Infringement

Supplier warrants that Goods and/or Services to be supplied under this purchase order shall not infringe upon any Intellectual Property Rights of any third party. In the case of any claim or action brought against HKRITA, its employees or agents alleging infringement of any Intellectual Property Rights in respect of the Goods and/or Services supplied pursuant to this purchase order, Supplier shall indemnify and hold HKRITA, its employees and agents harmless against all costs and damages arising out of such alleged infringement and undertake to defend or settle such claim or action at the expense of Supplier.

#### 19. Intellectual Property Rights and Confidentiality

(a) HKRITA shall be the sole proprietary owner of the Intellectual Property Rights in all materials including but not limited to files, discoveries, development, designs, drawings, specifications, tracings, diagrams, flow-charts, samples, data, marketing plans or techniques, software programs, tapes, technical, financial or business information, artworks, photos and films (the "Deliverables") produced under this purchase order by Supplier. Supplier undertakes to execute and deliver all such documents and take all such actions as are necessary to give effect to this Clause 19(a). All Deliverables should be delivered to HKRITA immediately upon the termination of this purchase order or completion of the Services rendered under this purchase order, whichever the earlier.

(b) If and to the extent that any of Intellectual Property Rights and other rights in the Goods, the Services and the Deliverables include or have been created, produced or developed using any Intellectual Property Rights belonging to any person other than HKRITA, Supplier shall procure that HKRITA shall be licensed to use such rights without any payment by HKRITA on a perpetual and irrevocable basis.



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(c) All materials supplied by HKRITA (the "Materials") under this purchase order remain the property of HKRITA. Supplier shall be responsible for the due return of the Materials to HKRITA upon termination of this purchase order or completion of the services rendered under this purchase order, whichever the earlier. Should any Materials be lost or damaged from any cause whatsoever while such Materials are in the possession or control of Supplier or its employees, officers, representatives, subcontractors or agents, HKRITA shall have the right to claim Supplier for the original cost of the Materials and all costs and damages incurred as a result of the loss or damage of the Materials.

(d) Supplier shall keep the Materials supplied by HKRITA and the Deliverables supplied to HKRITA confidential, and shall not divulge or communicate to any person the Materials or Deliverables including but not limited to the business or affairs of HKRITA and shall use its best endeavours to prevent any unauthorized disclosure of such information.

(e) Supplier shall undertake not to use or reproduce any Materials and Deliverables by itself, its employees, officers, representatives, subcontractors, agents and clients without the prior written consent of HKRITA, save and except for the rendering of Services under this purchase order.

(f) Any unauthorized use or disclosure of any Materials and Deliverables shall be construed as a material breach of this purchase order, and HKRITA shall have the right to claim Supplier for all benefits gained by Supplier, and/or the loss of benefits to HKRITA resulting from such unauthorized use or disclosure.

(c) For the avoidance of doubt, nothing in this purchase order shall limit, affect, supersede or vary Supplier's obligations under any non-disclosure and/or confidentiality agreement entered into or to be entered into between HKRITA and Supplier in respect of any confidential information supplied by HKRITA in relation to the subject-matter of this purchase order.

#### 20. Property and Risk

(a) The property in the Goods shall pass to HKRITA on delivery of the same to HKRITA.

(b) Notwithstanding any other terms of this purchase order, the Goods will be at Supplier's risk until the Goods are received and accepted by HKRITA.

#### 21. Government Regulations

(a) For supply of Services by Supplier:

Supplier shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the Government of Hong Kong or other competent authority in Hong Kong. Supplier shall indemnify HKRITA against any penalty, loss and/or cost arising as a result of Supplier's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, HKRITA reserves the right to terminate this purchase order forthwith and Supplier is not entitled to claim any compensation. Supplier shall be liable for all expenses incurred by HKRITA as a result of the termination of this purchase order.

(b) For supply of Goods by Supplier:

Supplier shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the Government of Hong Kong or other competent authority in Hong Kong and the enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture of the Goods. Supplier shall indemnify HKRITA against any penalty, loss and/or cost arising as a result of Supplier's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, HKRITA reserves the right to claim full compensation in the event of the whole or any part of this purchase order not being completed as a result of such failure.

#### 22. Supplier's Conditions

(a) Any terms and conditions imposed by Supplier shall not be binding upon HKRITA unless expressly accepted in writing by HKRITA.

(b) Any licences and maintenance service agreements that may be required by Supplier for supply of the Goods and/or Services (as the case may be) must not contradict any of the provisions of this purchase order. In the event of any conflict or inconsistency between the provisions of this purchase order and the provisions of any such licences and maintenance service agreements, the provisions of this purchase order shall prevail.

#### 23. Force Majeure

(a) If either Party is prevented from fulfilling its obligations under this purchase order by reason of any event beyond its reasonable control including but not limited to war, national emergency, flood, earthquake, strike or lockout ("Force Majeure Event"), the Party unable to fulfil its obligations shall promptly notify the other Party in writing of the reasons for the delay or failure to fulfil its obligations and the likely duration of such delay or failure and shall take all reasonable steps to resume full performance.

(b) If the Party claiming the Force Majeure Event has complied with Clause 23(a), its performance under this purchase order shall be suspended for the period that such Force Majeure Event continues.

(c) Without prejudice to any right or remedy which one Party may have against the other, if the Party claiming the Force Majeure Event is prevented from fulfilling its obligations under this purchase order by reason of the Force Majeure Event for a continuous period of 30 days, the other Party may terminate the purchase order in whole or in part with immediate effect by giving written notice to the Party claiming the Force Majeure Event.

#### 24. Dispute Resolution and Governing Law

(a) The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

(b) This purchase order shall be governed by and construed in accordance with the laws of Hong Kong.

#### 25. Special Clause

These General Terms and Conditions shall apply to the extent that they are not inconsistent with the special conditions (the "Special Conditions"), if any, set out in this purchase order. In the event of any conflict or inconsistency between these General Terms and Conditions and the Special Conditions, the Special Conditions shall prevail and take precedence over these General Terms and Conditions.

#### 26. Rights of Third Parties

(a) Subject to Clause 26(c), a person who is not a party to this purchase order has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this purchase order.

(b) Notwithstanding any term of this purchase order, the consent of any person who is not a party to this purchase order is not required to rescind or vary this purchase order at any time.

(c) Any employee or agent of HKRITA may, by virtue of the Third Parties Ordinance, rely on any provision of this purchase order which expressly confers rights or benefits on that person.

#### 27. General

(a) This purchase order contains the whole agreement between HKRITA and Supplier in respect of the supply of the Goods and/or the Services (as the case may be) by Supplier and supersedes and replaces any prior written or oral agreements between the Parties relating to such subject-matter.

(b) No amendment or variation of this purchase order shall be effective unless it is in writing and signed by both Parties.

(c) No failure or delay by a Party in exercising any right, power or remedy under this purchase order shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or remedy preclude any further exercise of the same or the exercise of any other right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

(d) This purchase order shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this purchase order. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

(e) If any provision of this purchase order shall in whole or in part be held to any extent to be unlawful, void or unenforceable under any enactment or rule of law, that provision of part shall to that extent be deemed not to form part of this purchase order without modifying the remaining provisions of this purchase order, and shall not in any way affect any other circumstances of or the validity or enforcement of this purchase order.

(f) Any notice to be given under this purchase order shall be sent by first class mail, facsimile or e-mail, to the address, facsimile number or e-mail address of the relevant Party specified below, or such other address, facsimile number or e-mail address as that Party may from time to time notify to the other Party in accordance with this Clause 27(f):

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| (i) If to HKRITA:    | Rm 906, Shirley Chan Building, The Hong Kong Polytechnic University, Hung Hom, Kowloon<br>Attn.: <b>Accounts Department</b><br>Facsimile number: <b>852-2364 2727</b><br>Email address: <b>CS_ACCT@hkrita.com</b> |
| (ii) If to Supplier: | Please refer to the address, facsimile number and e-mail address of Supplier set out at the head of the first page of this purchase order.  |

Notices sent in accordance with this Clause 27(f) shall be deemed to have been delivered (in the case of first class mail) three Business Days after being deposited (excluding the date of deposit) in the post first class postage prepaid in a duly addressed envelope, or (in the case of facsimile or e-mail transmission) on the next Business Day after transmission.

(g) The headings in this purchase order are inserted for convenience only and shall not affect the construction or interpretation of this purchase order.