

Terms and Conditions For One-Stop Solution AI Logistic Services

These Terms of Service (“Terms”) govern the access or use by you and/or your customer of applications, content, products, and services (the “Services”) made available by EaseSales Limited (“EASESALES”). EASESALES shall have full discretion over the manner in which the Services are performed, including the engagement or employment of without limitation, any affiliated companies, independent contractors or agents to perform any of all of the Services.

1. Definitions and Interpretation

(a) In these terms and conditions, the following definitions and rules of interpretation apply unless otherwise defined or the context requires otherwise: “We”, “Ours”, “EASESALES” refers to EaseSales Limited, a company incorporated in Hong Kong;

“Services” means any and all services provided by us to you and/or your customers including EaseSales, Logistics, warehouse and redemptions services.

“Applications” means the EASESALES’s web-based and mobile application and/or system integration which you may obtain the Services;

“Hong Kong” means Hong Kong Special Administrative Region of the People’s Republic of China.

2. License of Applications and/or System Integration Applications

(a) You are permitted to install and use a copy of the Applications for your own personal, non-commercial use provided that you comply with all of the Terms of this section under the valid contractual agreement;

(b) Your use of our Applications grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trade marks, logos, graphics, photographs, animations, videos and text or rights in and to the App and applications) or the intellectual property of our retail or advertising partners, other than the non-transferable, personal right to use and receive the Services in accordance with these Terms;

3. Restrictions

(a) You are not permitted to lease, rent, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Applications to any third parties;

(b) You are not permitted to remove any copyright, trademark or other proprietary notices from any portion of the Services;

(c) You are not permitted to modify, adapt, reverse engineer, decompile, disassemble, translate the Applications or create derivative works based on the Applications;

(d) You are not permitted to create Internet “links” to the Services or “frame” or “mirror” any App on any other server or wireless or Internet-based device;

(e) You are not permitted to cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or

(f) You shall not attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks

(g) You agree not use the Applications as a template to design or build a competitive product or service, or product using similar ideas, features, functions or graphics of the Applications, or copy any ideas, features, functions or graphics of the Applications;

(h) You shall not interrupt the normal operation of the Applications, or use any methods to extract and alter the source code of the Applications; and

(i) You shall not upload or send out any kinds of computer viruses, worms, trojans, or malicious codes.

5. Terms of Usage

You agree, represent and warrant:

(a) that all the information and details provided by you to us in performing the Services, updates and communication, either through the Applications or other means are true, accurate, complete and up-to-date in all respects and at all times;

(b) you will not use our Applications and Services: for any unlawful purpose; in any way that interrupts, damages, impairs or renders our Services less efficient; to access or attempt to access the accounts of other users or to penetrate or attempt to penetrate any security measures; to advertise or promote third party or your own products or services;

(c) to comply with all applicable laws while using our Applications and Services;

(d) you will not use the Applications and Services to cause nuisance, annoyance or inconvenience;

(e) that all the information and details provided by you to us in your orders, either through the Applications or other means are true, accurate and complete in all respects and at all times. You agree to compensate us and the Delivery Agents for all additional Charges incurred in the event when information and details related to your orders are inaccurate or incomplete;

(f) to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation;

(g) to provide us with whatever proof of identity we may reasonably request;

(h) these Service shall be bounded by terms and conditions as hereof and you have agreed on the terms and conditions.

Terms and Conditions

1. Definitions

In this Standard Terms and Conditions, unless the context otherwise defines:-

"Cargo Unit" means each physical unit or piece of Goods not in Package including articles or things of any description whatsoever and shall include, but not limited to, a skid, cradle, pallet or unitized load, group or assemblage, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating the Rates;

"Commencement Date" means the commencement date as specified in the Contract or as subsequently determined pursuant to Clause 3.2;

"Confidential Information" means any and all manuals, procedures, documents, material and/or information of a Party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, vendors, business plans, marketing activities, finances and other business affairs of such party), that is disclosed by such Party to the other Party in written, oral, electronic and/or other form or that otherwise comes to the knowledge of the other party in the course of its discussions or dealings with, or its physical or electronic access to the Premises of, such Party, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt should reasonably be construed as proprietary or confidential;

"Consignment" means Goods (whether contained in one or more parcel or Package or Cargo Unit; and whether dispatched in bulk or not) sent or consigned at any one time by the Customer from one address to another address;

"Consignment Note" means the consignment note, delivery note, delivery order, pick-up order and any document as mutually agreed in written or electronic form, submitted to EASESALES by the Customer for the purpose of giving instructions to EASESALES, whether or not signed by the Customer, for each Consignment of Goods tendered by the Customer to EASESALES for delivering and/or for collecting the Goods from the Designated Address;

"Cost of Goods" means the Customer's cost of the Goods, inclusive of insurance and freight costs until the Goods arrive at the agreed place of destination, but exclusive of the Customer's profit and import duties.

"Dangerous Goods" means Goods whose Storage, handling or transportation is, because

of their dangerous or hazardous nature, subject to special regulation under the International Maritime Dangerous Goods Code and/or any applicable laws in the Hong Kong. These include, without limitation, Goods which are explosive, oxidising, compressed or liquefied gas, combustible, flammable, poisonous, perishable or radioactive;

"Delivery Address" means the delivery bay or the practicable area of an address within the Hong Kong or Guangdong Province as described in the Consignment Note and excludes a post office box to which the Goods will be delivered;

"Designated Address" means the bay or the practicable area of an address within the Hong Kong and, if expressly agreed in writing, Guangdong Province as described in the Consignment Note and excludes a post office box to which the Goods will be collected;

"Distribution Centre" means the Storage facility or facilities which handles the Goods in accordance with the Contract;

"Event of Default" means any event or circumstances specified as such in Clause 14 and

"Potential Event of Default" means any event or circumstances which with the giving of nature and/or the passage of time and/or the making of any relevant determination and/or the forming of any necessary opinion would be an Event of Default;

"Force Majeure" means, in relation to either Party, any circumstances that are (i) beyond the reasonable control of the Party claiming Force Majeure, (ii) reasonably unforeseeable and (iii) of such a nature as to prevent or prohibit that Party's performance (including, without limitation, any of the following: fire, flood, epidemic, earthquake, storm, tidal wave or other acts of nature; riot, civil commotion, war, hostility, public disturbance or acts of public enemies, military action; strike, lock-out or other form of industrial action or work stoppages or individual actions; prohibitions by or acts of governments or public agencies; act of terrorism; nuclear incident; and failure or interruption of public transportation or other utilities);

"General Goods" means the Customer's Goods and products (Dangerous and Special Goods excepted);

"Goods" means the Customer's General Goods, Dangerous Goods and/or Special Goods;

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

of China;

"Logistics Services" means the services specified in the Contract to be provided within Hong Kong and, if expressly agreed in writing, Guangdong Province;

"Package" means the number of Packages or Cargo Units stated on the face of the Consignment Note in the box provided which shall be deemed to be the number of Packages or Cargo Units for the purpose of calculation pursuant to Clause 11;

"Premises" means any Premises in the possession or control whether directly or indirectly and whether as registered owner or otherwise;

"Product Master" means a document containing product information which is provided by the Customer in such format as prescribed and essential for our operation in providing the Logistics Services;

"Contract" means a letter to be signed by EaseSales and the Customer;

"Rates" means the charges/rates as specified in the Contract to be paid by the Customer in consideration of the Logistics Services provided;

"Security Deposit" means the deposit as specified in the Contract to be paid by the Customer to as security for the due observance and performance by the Customer of its obligations under this Contract;

"Special Goods" means any perishable, chilled, frozen, fragile, odd size Goods or other Goods, items, articles and things requiring special handling or care;

"Standard Operating Procedure" means the standard operating procedure/operation flow/manual in respect of the Services mutually agreed by both Parties;

"Stock Keeping Unit" / "SKU" means a specific type of Goods which bears an individual identification number in a specific unit of measure.

"Storage" means care, custody, control, storage, consolidation process, inventory management, handling, loading and unloading process and other services rendered to the Customer in relation to the Goods stored and handled whether at or within the Premises;

"Transportation Unit" means any vehicle (loaded or otherwise), container (stuffed or otherwise) or any other equipment for the transportation of the Goods between the Designated Address, Distribution Centre and Delivery Address;

"Term" means the duration of this Contract as set out in the Contract; and "Working Day" means Monday to Saturday (excluding statutory holidays in Hong Kong or where applicable the Guangdong Province).

2. Logistics Services Provider

The Customer hereby appoints EaseSales as its [exclusive / principal] provider of the Logistics Services during the Term subject to the terms and conditions of this Contract and the Standard Operating Procedure.

3. Condition Precedent

3.1 Commencement of the Logistics Services is conditional upon the following:-

- (a) Security Deposit having been paid by the Customer in the manner set out in the Contract;
- (b) all necessary and/or relevant information, including the nature, description and volume of the Goods having been provided by the Customer for the purpose of producing the Product Master and EASESALES's planning and performance of the Logistics Services; and
- (c) the Standard Operating Procedure having been agreed by both Parties.

3.2 The Customer shall comply with the above conditions, to the satisfaction of not less than fourteen (14) days prior to the Commencement Date. In the event of default, we shall be entitled to, at its discretion, immediately terminate this Contract or postpone the Commencement Date to another mutually agreed date. If the Contract is terminated, the liabilities of the parties hereunder shall cease and determine and no Party shall have any claim hereunder against the other, save and except that the Customer is still obliged to pay, within seven (7) days upon our written demand, its set-up costs which has been incurred for its performance of the Logistics Services pursuant to this Contract.

4. Rates and Payment

4.1 During the Term, the Customer shall pay to EaseSales the Rates in such amount and manner set out in the Contract.

4.2 In case of any error and omission found in the invoice prepared by EaseSales, the error and omission shall be rectified in the following month in such a way that any deficit shall be carried forward to next invoice and any surplus shall be deducted.

4.3 The Customer shall from time to time forthwith on demand pay to or reimburse EASESALES for all costs, charges and expenses (including legal and other fees and all other out-of pocket expenses) reasonably incurred by EASESALES in exercising or preserving or enforcing any of its rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or in defending any claims brought against it in respect of this Contract.

4.4 EASESALES shall be entitled to impose interest at the rate of 2% per month on all outstanding sums due and payable by the Customer under this Contract from the relevant due date up to the date of payment.

4.5 Security Deposit

(a) The Security Deposit shall be retained by EASESALES throughout the Term. In no event shall the Customer be entitled to treat Security Deposit as payment of other charges hereby reserved.

(b) In the event of any breach or non-observance or nonperformance by the Customer of its obligations under this Contract, EASESALES shall be entitled (without prejudice to any other right or remedy hereunder) to terminate this Contract pursuant to Clause 13.1(b) and deduct from the Security Deposit the amount of any monetary loss incurred by EASESALES in consequence of the breach, non-observance or nonperformance by the Customer.

(c) The Security Deposit or such balance after deduction shall be refunded to the Customer by EASESALES free of interest within twenty-eight (28) days after the expiration or early termination of the Contract or after the settlement of last outstanding claim by EASESALES against the Customer in respect of any charges and any breach, non-observance or non-performance of any of its obligations under this Contract, whichever is the later.

5. Sub-Contracting

5.1 EASESALES is and shall at all times remain an independent contractor and not an agent of the Customer unless expressly specified in this Contract. Subject to this Contract and reasonable instructions of the Customer, EASESALES shall have full discretion over the

manner in which the Logistics Services are performed, including the engagement or employment of, without limitation, any affiliated companies, independent contractors or agents to perform any or all of Logistics Services.

5.2 This Contract shall take effect only as a contract between the Customer and EASESALES. The Customer undertakes that no claim or allegation shall be made against any person or party whatsoever other than EASESALES, including, but not limited to, EASESALES's employees, affiliated companies, subcontractors or agents. If any claim or allegation should nevertheless be made to defend, indemnify and hold harmless EASESALES against all consequences thereof, and each of such person and/or party shall have the benefit of all provisions herein benefiting EASESALES as if such provision were expressly for its benefit.

5.3 At all material times, unless otherwise specified in this Contract, the property and/or title of the Goods remains with the Customer, whether the Goods are in the actual possession or custody or control of EASESALES or its subsidiaries, holding companies, associated companies or any other independent contractors and their servants or agents in performing the Logistics Services.

6. Taxes and Other Deductions

All sums payable by the Customer under this Contract shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any taxes or other deductions or withholdings of any nature. If the Customer or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) for any payment for the account of EASESALES, the Customer shall, together with such payment pay such additional amount as will ensure that EASESALES receives (free and clear of any taxes or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding have been required.

7. Customer's Obligations

The Customer hereby :-

- (a) represents and warrants that descriptions and particulars of the Goods furnished by the Customer including, without limitation, weight, content, measure, quantity, quality, condition, marks, numbers and values are correct and sufficient and are in such format as EASESALES may reasonably request;
- (b) represents and warrants that the Goods are securely and properly packed in the appropriate Package or Cargo Unit and labelled for pick-up by EASESALES or delivery to

EASESALES for the performance of the Logistics Services and in compliance with government requirements and/or the laws and/or regulations of Hong Kong;

(c) agree to, within the reasonable time stipulated by EASESALES, supply EASESALES with all necessary and/or relevant information (in particular and without limitation arrival notice, Goods and Consignment details, shipping instructions, the nature and forecast volume of the Goods and those information essential for updating the Product Master) to enable EASESALES to perform the Logistics Services. The Customer acknowledges that EASESALES shall rely on such information for the planning and performance of the Logistics Services. If such information is not supplied within the stipulated time, EASESALES is entitled to additional charge due to the delay in providing the necessary and/or relevant information;

(d) agree to keep EASESALES fully informed of any particular risk relating to the Goods and, including, without limitation, their possible deterioration or damage or their hazardous nature or likelihood to contaminate or otherwise affect other Goods, property, persons and/or the environment;

(d) agree to pay and discharge forthwith all government charges, duties, levies, tariffs or taxes which are levied against any of the Goods; and

(f) agree to comply with government requirements and/or the laws and/or regulations of Hong Kong that may apply to the Goods.

8. EASESALES's Obligations and Responsibilities

8.1 EASESALES hereby agrees to :-

(a) provide Logistics Services in accordance with the terms and conditions hereof and at the Customer's reasonable instructions and requests;

(b) ensure that the Distribution Centre and/or Transportation Unit is reasonably suitable for the performance of the Logistics Services for the Goods;

(c) provide the Customer with the standard EASESALES inventory reports on a monthly basis after the Commencement Date;

(d) perform its duties and obligations hereby promptly and diligently;

(e) comply with government requirements and/or laws and/or regulations of Hong Kong that may apply to the Goods.

8.2 The responsibility of EASESALES for the Goods shall commence when EASESALES takes possession of the Goods for the performance of the Logistics Services from the Designated Address and end upon the completion of the Logistics Services.

8.3 Every Consignment of Goods shall, except as otherwise arranged, be accompanied by Consignment Note containing such particulars as EASESALES may require and be subject to the Standard Operating Procedure.

9. General Exemptions

9.1 In addition to every exemption or immunity whatsoever that EASESALES is entitled to be benefited under this Contract, EASESALES shall in any event and in all cases whatsoever be relieved of liability for any loss or damage if such loss or damage was caused by or resulted from but not limited to:

- (a) the wrongful act or neglect of the Customer;
- (b) compliance with the instructions of the Customer or any person entitled to give them;
- (c) wrongful, false, incorrect, inaccurate or insufficient description of Goods or other particulars declared by the Customer of the Goods;
- (d) insufficiency or unsuitability of packing of the Goods,;
- (e) handling, loading, stowage, or unloading of the Goods by the Customer;
- (f) inherent vice and/or ordinary wear and tear of the Goods;
- (g) lack of, insufficiency or inadequacy of, marks or numbers of the Goods covering or unit loads;
- (h) pre and post-Logistics Services loss and/or damage;
- (i) Force Majeure;
- (j) fire, unless caused by the actual fault or privity of EASESALES;
- (k) saving or attempting to save life during performance of the Logistics Services;
- (l) any cause or event which EASESALES could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

10. Dangerous Goods and Special Goods

10.1 EASESALES shall perform Logistics Services on Dangerous Goods and/or Special Goods upon satisfying the following conditions:

- (a) EASESALES has agreed in writing to accept the performance of the Logistics Services on the Dangerous Goods and/or Special Goods;
- (b) the Customer has made prior arrangements in writing with EASESALES and all

necessary permits for the performance of the Logistics Services (including, without limitation, transportation and/or Storage) on the Dangerous Goods and/or Special Goods have been obtained;

(c) the Dangerous Goods and/or Special Goods shall be properly marked and labelled on the outside of the Packages and/or Cargo Units so as to indicate the nature and character of any such Dangerous Goods and/or Special Goods so as to comply with laws, regulations and/or requirements of Hong Kong; and

(d) in the event of Dangerous Goods, special instructions and material safety data sheet in writing for the handling and care of the Dangerous Goods have been received by EASESALES at least one (1) clear Working Day before the date of delivery or picking up, where applicable, of the Dangerous Goods.

10.2 The Customer shall ensure that the Dangerous Goods and/or Special Goods are packed in a manner adequate to withstand the risk of performance of the Logistics Services having regard to their nature and in compliance with laws, regulations or requirements of Hong Kong. EASESALES shall not be liable for any loss and/or damage to the Dangerous Goods and/or Special Goods arising out of and resulting from the Customer's failure in such obligations.

10.3 If in opinion of EASESALES the Dangerous Goods are of or are liable to become a dangerous or noxious nature, the Dangerous Goods may at any time at the discretion of EASESALES be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to EASESALES's entitlement to the Rates.

10.4 The Customer shall indemnify EASESALES against all claims, losses, damages, liabilities and/or expenses whatsoever arising in consequence of the performance of the Logistics Services of such Dangerous Goods.

10.5 EASESALES shall, before or at the beginning of the performance of the Logistics Services, exercise due diligence to ensure the maintenance of the refrigerating and/or special handling machinery, plant, insulation or of any apparatus of the Cargo Units of the Special Goods or other facilities required for the Storage and handling of the Special Goods (other than the Customer-provided equipment) in an efficient state. By exercising such due diligence, EASESALES shall not be liable for loss of and/or damage to the Special Goods arising from latent defects, breakdown or stoppage of the aforesaid machinery and facilities. Where EASESALES has undertaken, by special arrangement, to perform the Logistics Services for the Special Goods, EASESALES undertakes only that the refrigerating

and/or special handling equipment shall perform within the operating specifications of the equipment. If the Special Goods require temperature or humidity control, EASESALES makes no warranty or agreement with respect to the actual temperature or humidity of any such Special Goods.

10.6 Nothing contained in this Clause 10 shall deprive EASESALES of any of its rights provided elsewhere in this Contract.

11. Limitation of Liability

11.1 Subject to Clause 11.2 below, EASESALES shall only be liable to the Customer for the type of loss or damage set out below attributed to the act, negligence or default of EASESALES, and subject to the financial limits stated:

(a) loss or damage of Goods, but not exceeding the lesser of:

- (i) the Cost of Goods, or
- (ii) HK\$400.00 per Package and/or Cargo Unit, or
- (iii) where the Goods cannot be categorized as Package and/or Cargo Unit, HK\$4,000.00 per cubic meter.

(b) loss of or damage of Customer's property other than Goods, but not exceeding the lesser of:

- (i) the value of the property lost or damaged;
- (ii) the reasonable cost of repair in the case of physical damage; or
- (iii) the service fees paid or payable by the Customer incidental to the particular services.

(c) mis-delivery or mis-direction in the delivery of the Goods, but not exceeding the lesser of:

- (i) the actual and direct loss or damage suffered by the Customer; or
- (ii) the service fees paid or payable by the Customer relating to the Goods which have been mis-delivered or misdirected.

11.2 Without prejudice to Clause 11.1 above, the liability of EASESALES, howsoever arising in connection with performance of the Logistics Services shall not exceed US\$100,000 per incident and in aggregate per year.

11.3 Unless otherwise specially provided in the Standard Operating Procedure, time shall not be of the essence of the Standard Operating Procedure.

11.4 EASESALES shall in no circumstances be liable for indirect or consequential or economic loss including, without limitation, loss of profits and/or loss of market, and/or damage caused by delay whatsoever and howsoever caused.

11.5 Where the Customer so wish, EASESALES shall, upon prior written instructions given by the Customer and accepted in writing by EASESALES, act solely as agent of the Customer using reasonable efforts to arrange insurance coverage incorporating waiver of subrogation for and on behalf of the Customer at the Customer's expenses. EASESALES does not warrant or undertake any such insurance will be accepted by the insurance company or underwriters. All insurances effected by EASESALES are subject to the usual exceptions and conditions of the policies of insurance company or underwriters taking the risk. Unless otherwise agreed in writing, EASESALES shall not be under any obligation to effect a separate insurance on the Goods. Where the insurers dispute their liability for any reason, the Customer, as the insured, shall have recourse against the insurers only.

12. Stock Count

12.1 Stock count of the Goods per SKU shall be conducted at such intervals agreed in the Standard Operating Procedure subject to an individual variance of plus (+) or minus (-) one (1) percentile on the quantity of each SKU ("Tolerance"). In the event of deficiency of Goods, the liability of EASESALES shall be calculated in accordance with Clause 12.2.

12.2 Method of Calculation referred to in Clause 12.1

(a) Stock count will be taken for each SKU of the Goods by way of Cargo Unit or Package or cubic meter or metric ton, whichever is applicable.

(b) If there are deficiencies and/or surpluses by way of Cargo Unit or Package or cubic meter or metric ton, whichever is applicable, for any SKU of the Goods, the percentage of deficiencies and/or surpluses with respect to the agreed book records for each SKU of the Goods will be calculated. All digits after the decimal point should be rounded upwards to two digits.

(c) Each SKU of the Goods in excess or less than the Tolerance shall be identified. If the SKU of the Goods are in excess of the Tolerance in accordance with Clause 12.1, the Goods are surplus Goods. If the SKU of the Goods are less than the Tolerance, the Goods are deficient Goods.

(d) Each SKU of the Goods, whether they are surplus Goods or deficient Goods, shall be converted into surplus or deficiency amounts based on the limits of EASESALES's liability for loss/damage of Goods under Clause 11.1.

(e) The surplus and deficiency amounts shall be set-off against each other.

(f) Subsequent to the set-off in accordance with paragraph

12.2(e), if the calculated amount is positive, EASESALES shall not be liable for compensation whatsoever. If the calculated amount is negative, EASESALES shall be entitled to limit its liability to the calculated amount in accordance with this paragraph 6 in this paragraph 12.2(f).

13. Termination

13.1 This Contract may be terminated by either Party, except specifically provided, as follows:-

- (a) upon the occurrence of an Event of Default or Potential Event of Default;
- (b) by giving to the other Party a fourteen (14) Working Days written notice of breach by the other Party of any part of this Contract provided that the breach (if capable of remedy) is not remedied within such fourteen (14) Working Days period (or such longer period as EASESALES may approve);
- (c) pursuant to Clause 16.3; or
- (d) pursuant to Clause 18.

13.2 Obligations Upon Termination

Upon expiry or termination of this Contract,

- (a) All invoices shall become immediately due and payable by the Customer;
- (b) Both parties shall settle all outstanding claims and liabilities arising from the Logistics Services and, upon request of EASESALES, Customer shall provide written confirmation certifying that there is no outstanding dispute or issue between the Parties except for the Customer's settlement of final payment (if any) and the transfer of the remaining Goods to the Customer; and
- (c) EASESALES shall return all the Goods in its possession to the Customer upon compliance of Clauses 13.2(a) and (b) above.

14. Events of Default

Each of the following events and circumstances shall be an Event of Default :

- (a) the Customer fails to pay any sum payable under this Contract when due or otherwise in accordance with the terms and conditions hereof;
- (b) any representation, warranty made or deemed to be made by the Customer in or in connection with this Contract proved to have been incorrect or misleading; or
- (c) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration,

reorganization, reconstruction, dissolution or bankruptcy of the Customer or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Customer or of all or any part of its business or assets.

(d) death, incapacity, disability or change of control of the Customer (where applicable).

15. Force Majeure

15.1 If either Party is affected by Force Majeure, it shall forthwith notify the other Party in writing of the nature and extent thereof and to provide detail information and relevant evidence.

15.2 Neither Party shall be deemed to be in breach of this Contract, or otherwise be liable to the other Party, by reason of any delay in performance or non-performance of any of its obligation hereunder to the extent that such delay or nonperformance is due to any Force Majeure of which it has notified the other Party; and the time for performance of that obligation shall be extended accordingly.

15.3 The Party claiming Force Majeure shall take appropriate measures to minimize or remove the effects of Force Majeure and, within the shortest possible reasonable time, resume performance of the obligation affected by the event of Force Majeure.

15.4 If the Force Majeure prevails for a continuous period in excess of three (3) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

16. Lien and Suspension of Logistics Services

16.1 EASESALES shall have a general and particular lien on the Goods and any documents relating thereto for all sums of whatever nature due and payable by the Customer to EASESALES including, without limitation, charge for attending, co-operating, reporting, fumigating, devanning, restoring, storing or reconditioning and/or all expenses incurred for the benefit or protection of the Goods, and also for any payments, duties, fines or other expenses including but not limited to interest and legal costs and expenses, due at any time to EASESALES from the Customer.

16.2 If any amount due and payable by the Customer to EASESALES is not paid, upon the giving of fourteen (14) Working Days' prior written notice, EASESALES may, at its absolute discretion and without notice, suspend or cease providing all or any part of the Logistics Services without any liability whatsoever to the Customer or any third party.

16.3 Where applicable, the obligations and/or responsibilities of EASESALES and/or the performance of the Logistics Services shall be suspended when:-

(a) the Customer requests EASESALES to deliver the Goods to or hold the Goods at some place other than the Delivery Address; or

(b) the consignee and/or receiving party refuses or is unable or fails to take delivery of the Goods at the Delivery Address; or

(c) the Customer requests EASESALES to perform beyond the scope of the Logistics Services and/or the Standard Operating Procedure; and shall resume when such situations are resolved in writing between the Customer and/or consignee and/or receiving party and EASESALES. If the situation cannot be resolved in writing between the Customer and/or Consignee and/or receiving party and EASESALES within fourteen (14) Working Days from the occurrence of any of the above Clause 16.3(a), (b) and/or (c) or such longer period as EASESALES may, at its sole discretion, elect, EASESALES is entitled to immediately terminate the Contract without any liability to the Customer and/or any third party.

17. Notice of Loss and/or Damage, Time Bar

(a) EASESALES shall be deemed prima facie to have performed the Logistics Services for the Goods as described in this Contract, unless notice of loss or damage and the general nature of such loss or damage has been given in writing to EASESALES or to its representative at the Delivery Address before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under the Consignment Note or, if the loss or damage is not apparent, within three (3) consecutive days thereafter.

(b) EASESALES shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by EASESALES within one (1) year of their delivery or the date when they should have been delivered or the expiration or sooner termination of the Contract. In the event that such time period shall be found contrary to any convention or law compulsorily applicable and cannot be varied, the period prescribed by such convention or law shall then apply but in that circumstances only.

(c) Unless written notice be given in writing to EASESALES within three (3) months from the date of the monthly inventory statement of EASESALES, such statement shall be deemed to be agreed by the Customer.

(d) Unless written notice be given in writing to EASESALES within six (6) months from the date of the invoice of EASESALES, such invoice shall be deemed to be agreed by the Customer.

18. Government Orders

EASESALES shall have liberty to comply with any orders, directions, regulations, requests

or suggestions given by or received from the Government of Hong Kong or by any person purporting to act with the authority of such government. Any disposition of the Goods pursuant to this Clause 18 shall constitute completion of the Logistics Services by EASESALES, and the Goods thereafter shall be solely at the Customer's own risk and expense. The Customer shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof and shall indemnify EASESALES in respect thereof.

19. Miscellaneous

19.1 In this Contract, unless the context requires otherwise, references to statutory provisions and this Contract or any other documents referred to herein shall be construed as references to those statutory provisions and this Contract or such documents as replaced, amended re-enacted or supplemented from time to time; words importing the singular including the plural and vice versa and words importing a gender include every gender; unless otherwise stated, references to Clauses are to Clauses of these Standard Terms and Conditions. Clause headings and Index are inserted for convenience only and have no legal effect.

19.2 For the purpose of this Contract, "Customer" and "EASESALES" shall include their respective servants, employees, agents and invitees.

19.3 This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract, supersedes all previous agreements and understandings between the parties with respect thereto. There are no warranties, representations or agreements between the parties in connection with the subject matter of this Contract except as specifically set forth or referred to in this Contract and the Standard Operating Procedure, or otherwise agreed to by the parties in writing.

19.4 Any amendment, revision (including, without limitation, the Rates) and/or waiver of any provision of this Contract and any waiver of any default under this Contract shall only be effective if made in writing.

19.5 Each party shall bear its own costs arising out of the preparation, negotiation and execution of this Contract.

19.6 The parties shall exert their best efforts to resolve and settle amicably through consultations any dispute, controversy or claim arising out of or in connection with this Contract or its validity, interpretation, performance, breach or enforceability. If such dispute, controversy or claim cannot be resolved through amicable settlement within

three (3) months from the date of the dispute, controversy or claim, both parties agree to subject to Clause 24.

20. Confidentiality

The contents of this Contract and any Confidential Information received and/or retained by one Party from the other in connection with this Contract shall be treated as confidential at all times during the Term and within two (2) years after expiration or soon determination of the Contract. Each Party's Confidential Information in the custody of the other Party remains the property of the original party supplying the Confidential Information. Each Party agrees to retain such Confidential Information on a confidential basis and to disclose it to no one except for the purpose of carrying out the Logistics Services, whether before, during or within 2 years after the expiration or sooner termination of this Contract. It is further agreed that all such Confidential Information will be returned immediately upon written demand by the Party who owned the Confidential Information.

21. Assignment

Neither the Customer nor EASESALES shall assign any of its rights or obligations hereunder without the prior written consent of the other Party.

22. Waiver And Severability

No failure or delay by EASESALES in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same precludes any further exercise thereof or the exercise of any other rights, powers or remedies. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law. In the event of any part of this Contract being or becoming void, illegal or unenforceable, that part shall be severed from this Contract to the extent that all the remaining parts shall remain in full force and be unaffected or impaired thereby.

23. Notices

23.1 Each notice, demand or other communication to be given or made under this Contract shall be in writing and delivered by hand or sent by prepaid registered mail to the relevant party at its address or delivered by fax to the fax number or email address set out in the Contract (or such other address or fax number or email address as the addressee has by five (5) days' prior written notice specified to the other party).

23.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) on the date of delivery if delivered by hand; or (b)

two business days after the date of posting if sent by prepaid registered mail; or (c) if delivered by fax or email, when dispatched (with confirmed transmission report).

24. Third Party Rights

Except as set out in this Contract, a person who is not a party to this Contract shall have no right to enforce any provision of this Contract under the Contracts (Right of Third Parties) Ordinance.

25. Governing Law And Jurisdiction

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong and the Parties submit to the exclusive jurisdiction of the Courts of Hong Kong.