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SALES TERMS & CONDITIONS

WHO IS EVER GROUP

Ever Group consists of a group of companies and the Sales Terms & Conditions stated hereof will be applied to all member companies and their customers.

SAMPLE CHARGES – REF. 0101

All samples are subject to charges per price as specified on Price Lists. Sample charge includes postage for regular airmail post and our handling cost. If buyer will require the samples to be sent by courier or Speed Post, it will be for account of buyer. Costs on making samples are much higher than normal cost of mass production, therefore it is necessary for us to charge sample fee at premium price.

NOTES 0100 – THE ABOVE TERM IS SET BECAUSE OPERATING EXPENSES ARE GETTING VERY COSTLY BUT PROFIT MARGIN IS GETTING LOWER SO IT DOES NOT ALLOW US TO SUBSIDIZE SAMPLE COSTS.

MINIMUM ORDER QUANTITY (M.O.Q.) – REF. 0201

Value of each single item ordered must be US\$1'000 up and quantity of order must be meeting the quantity of each standard master carton or its multiple. For certain particular items, higher Order Value or M.O.Q. may be required.

NOTES 0200 – THE ABOVE TERM IS SET BECAUSE EVERY ORDER IS MADE TO ORDER AND NOT FROM INVENTORY THEREFORE IT WILL REQUIRE M.O.Q. TO PROCEED.

SHIPPING HANDLING CHARGE REQUIRED FOR SMALL SHIPMENT – REF. 0301

Shipping Handling Charges of US\$100 per shipment is required for each shipment under value of US\$5'000 and client is advised to combine small shipments in one shipment to avoid this surcharge.

PAYMENT METHODS – REF. 0302

We accept Payment by Irrevocable Letter of Credit payable at sight (L/C), or by Telegraphic Transfer (T/T) to our bank account. All bank charges outside Hong Kong are for account of buyer. However, L/C will be accepted only for Order Value of US\$10'000 up, otherwise extra L/C Handling Charge will be required.

L/C HANDLING CHARGE REQUIRED FOR SMALL ORDER – REF. 0303

L/C Handling Charge of US\$150 will be required for each shipment under US\$10'000 and client is advised to made payment by T/T to avoid this surcharge. The L/C handling Charge is in addition to Shipping Handling Charge for small order.

BANK CHARGES FOR ACCOUNT OF BUYER – REF. 0304

All L/C and payment charges outside Hong Kong will be for account of buyer. Bank charges for L/C negotiation over 0.25% of Invoice Value will be treated as excess bank charges and it will be debited for account of buyer; This excess bank charges usually occur due to delay in payments by L/C opening bank and buyer is advised to follow with L/C opening bank for prompt payment settlement to our bank to avoid this surcharge. All L/C discount interests, bank commissions for adding confirmation to L/C per our request, and L/C transfer charges, will be all for account of buyer.

NOTES 0300 – THE ABOVE TERMS OF REF.0301, REF.0302, REF.0303, AND REF.0304 ARE SET BECAUSE IT IS VERY COSTLY TO HANDLE SMALL ORDER DUE TO SURCHARGES BY THE THIRD PARTY. FOR SMALL ORDER, IT IS HIGHLY RECOMMENDED TO PAY BY T/T SO AS TO KEEP THE BANK CHARGES TO THE MINIMUM.

F.O.B PRICE (FOB HONG KONG) EXCLUDES FORWARDER AND TERMINAL CHARGES – REF: 0401

Our FOB PRICE does not cover Forwarder's Handling Charges and Terminal Charges and it will be all for account of buyer.

NOTES 0400 – OUR PRICES QUOTED ON BASE OF F.O.B. HONG KONG **DO NOT COVER** FORWARDER'S HANDLING CHARGES AND TERMINAL CHARGES THEREFORE WE WILL NOT PAY THESE CHARGES FOR ALL SHIPMENTS, AND THESE CHARGES WILL BE FOR BUYER'S ACCOUNT.

BANK REFERENCE – REF. 0501

Below are name, address, and transfer details of our banker.

HANG SENG BANK LTD. (Hong Kong Head Office)
83 Des Voeux Road Central
HONG KONG
Telex: **73311 HASEB HX**
SWIFT: **HASE HK HH**

NOTES 0500 – ALL PAYMENTS SHOULD BE MADE TO THE COMPANY AND NOT TO PERSONAL. IT IS HIGHLY RECOMMENDED TO SEND ALL PAYMENTS OR L/C DIRECTLY TO OUR BANKER (AS STATED ABOVE) SO WE WILL RECEIVE THE BANK ADVICE FASTER HENCE IT WILL ENABLE US TO EXECUTE YOUR ORDER FASTER.

DELIVERY LEAD TIME – REF. 0601

Lead Time for delivery will be normally 45-60 days from date after receipt of payment (L/C or T/T). Large quantity of order is subject to negotiation.

LOGO IMPRINT – REF. 0701

If Logo Imprint involves legal liability of copyright, or patent, or trademark, buyer must provide proof of ownership or permission from design owner to re-produce the Logo Imprint onto product.

Artwork of imprint is to be supplied by buyer and it will not be returned after completion of the job unless it is specified at time of submitting the artwork to us. Therefore, we are not responsible for any damage or loss of the artwork thereafter.

Price per our Price Lists are not including any cost of buyer's Imprint and setup charges (Block Fees etc.) and it will be quoted only at time of submission of artwork of the imprint to us. All setup charges must be paid in advance.

Color of Imprint may vary a little from samples submitted to the actual production, which should be considered acceptable.

NOTES 0700 – MOST OF THE SAMPLES SUBMITTED FOR APPROVAL ARE MADE MANUALLY IN VERY SMALL QUANTITY. FOR MASS PRODUCTION, SET UP WILL BE SLIGHTLY DIFFERENT, MINOR VARIATION MAY NOT BE AVOIDABLE.

PRIVATE LABEL – REF. 0801

We may accept Private Label on our products but quantity of each single item must be not less than 10'000 pieces, and all setup charges (Block Fees etc.) will be for account of buyer. Buyer will have to provide all artworks for doing packages or others.

STANDARD COLORS AND PACKING – REF. 0901

Notwithstanding the samples submitted, all goods will be supplied in standard colors and packing of our current production unless it is specially specified by buyer.

Special color and packing to buyer's specifications are subject to surcharges.

NOTES 0900 – IF THERE ARE NO SPECIFICATIONS FROM CUSTOMER FOR THE ORDER, IT WILL BE TREATED ALL GOODS ARE IN ACCORDANCE WITH THE CURRENT PRODUCTION AS AVAILABLE.

BATTERY NOT INCLUDED UNLESS SPECIALLY SPECIFIED – REF. 1001

All goods will be supplied without battery unless it is specified on our Order Confirmation (Sales Contract).

LIMITED WARRANTY – REF. 1101

All goods will be guaranteed for 6 months from date of delivery. Our liabilities will be limited to repair or replacement for the returned goods due to manufacturing defects. Freights for the returned goods are for account of buyer and all charges must be prepaid as part of the return terms otherwise the shipment will be rejected and we will also not accept any shipment of the returned goods without our prior consent.

We will pay sea freight for shipping the reworked goods or new replacement back to client, if the returned goods will have been found of manufacturing defects after our inspection.

NOTES 1100 – ALL GOODS ARE 100% INSPECTED ACCEPTABLE BEFORE DELIVERY THEREFORE THE DEFEATS MAY NOT BE DUE TO MANUFACTURING ERROR BUT CUSTOMER'S MISS HANDLING THEREFORE ALL RETURNS MUST BE AUTHORIZED BY US BEFOREHAND. CUSTOMER IS REQUESTED TO PAY FOR THE FREIGHT FOR THE RETURNED GOODS FROM THEIR END AS PART OF THE RETURN TERMS AND OUR SALES TERMS.

HANDLING OF BUYER'S BELONGINGS – REF. 1201

Belongings are including Toolings, Molds, Stamping Dies, Fixtures, Fittings, Testers, Printing Block, Artworks, Assignment Parts, Accessories, and any other items belonged to buyer.

All belongings of buyer, if are not used for production; or not used for it's initial usage over 730 days (About 2 years) from date of last delivery, or date of last production, or date of last transaction, will be considered aborted and given up by buyer, and all belongings of buyer will be disposed at our discretion without prior notice to buyer. After action of our disposition of the aforesaid items, buyer cannot claim for any damages thereafter.

Insurance Coverage for all belongings of buyer for damages or loss from fire, burglary, and any accidents should be carried out and covered by buyer, and we will not be held responsible for any damage or loss from the aforesaid cases.

Any damages on all belongings due to long time of storage will be for account and at risks of buyer, and we will not be held responsible for it.

Removal of all belongings from our location to buyer's new designated location will be subject to charges for re-packing, transportation, our handling costs, and any other fees incurred from removal of these belongings, and these charges should be fully paid and settled by buyer before removal of these belongings.

We reserve the right to claim for storage fees and handling fees for holding and disposition of the belongings of buyer.

NOTES 1200 – SOME CUSTOMERS MAY LEAVE THE UNATTENDED STUFFS WITH US FOREVER AND THERE ARE EXPENSES INCURRED FROM THIS OPERATION THEREFORE IT IS NECESSARY FOR US TO SET THE TIME LIMIT ON HOLDING THESE UNATTENDED STUFFS AND DISPOSE IT AT OUR DISCRETION.

SALES TERMS AND CONDITIONS SUBJECT TO CHANGE – REF. 1301

The Sales Terms and Conditions stated hereof may not be as the whole but as supplement to the previous Sales Terms and Conditions announced and those terms stated on the relevant Sales Contract.

We reserve the right to change any part of the Sales Terms & Conditions at any time without prior notice.

NOTES 1300 – THE CIRCUMSTANCES ARE CHANGED TIME FROM TIME AND IT WILL BE DIFFICULT FOR US TO ADVISE EVERY CUSTOMER FOR EACH CHANGE. ALL CHANGES ARE BASED ON THE FOUNDATION OF JUSTICE FOR BOTH PARTIES.