



# General Conditions of Sale

*The following General Conditions of Sale apply to any products or services provided by HRW Limited (hereinafter referred to as 'HRW'). These conditions are binding on both HRW and the Buyer. HRW will not be bound by any terms or conditions made by the Buyer that may conflict with these General Conditions of Sale*

## **Confirmation of Order**

Unless the order is in relation to a prior quotation and the order is within the quotation validity period then the order is not considered to be accepted until an order confirmation is issued

## **Delivery**

All deliveries are on INCOTERMS EXW basis. Unless otherwise agreed the goods will be dispatched using a freighting agent or delivery service selected by HRW and the delivery cost payable by the Buyer. HRW is in no way liable for any damage or delays attributed to a third party such as freighting agents or their contractors, import/export restrictions, civil unrest, labour dispute, war or Force Majeure

## **Disputes**

In the event of any legal dispute between HRW and the Buyer the Hong Kong SAR law shall apply

## **Import/Export**

Any costs relating to customs clearance, taxes and duties, are to be paid by the Buyer. This includes obtaining any supporting documentation requested by the Buyer or any destination governmental agencies such as – but not limited to – Certificates of Origin

## **INCOTERMS**

The current version of the International rules for uniform interpretation of Commercial Terms formulated by the International Chamber of Commerce shall apply

## **Liability**

HRW shall not be held responsible/liable for any losses in property, income, wages, personal injury or fatality relating to any product, either through the fault of the product or misuse of the product, or attributed to any person or company employed by or subcontracted to HRW

## **Payment**

Payment is required in advance of delivery. Bank charges relating to payment arrangement are to be paid by the Buyer

## **Prices**

Price lists are available on request. Prices are subject to change without notice due to exchange rate variation or changes in product cost due to material cost increases or transportation or other cost increases relating to material sourcing

## **Quotations**

Unless a validity period is formerly stated in a quotation document's Terms & Conditions the details of a quotation may be subject to change without notice

## **Repair/Replacement**

In the event that any products are deemed faulty due to manufacture or materials faults within 12 months of original delivery date then the products will be repaired or replaced, whichever is considered appropriate by HRW. Delivery cost of the faulty goods back to HRW is to be paid by the Buyer. The cost of returning the goods to the Buyer after repair/replacement is by HRW. Cost for return to the Buyer of repairs or replacements where the fault is deemed to be caused by incorrect use or incorrect installation will be to the Buyer's account

## **Returns & Cancellations**

Any HRW normal stock items received by the Buyer and deemed surplus to requirements within one month of delivery may be returned in as-new condition with a restocking fee of 30%. Return delivery cost is to the Buyer's account. Beyond one month after the delivery date returns will not be entertained. Any indent orders cancelled before delivery shall be liable to a 30% cancellation fee

## **Risk**

The risk of the products shall pass to the Buyer upon EXW delivery. The Buyer shall be responsible for any loss or damage after the goods have left the EXW bounds of HRW. HRW shall not take out transport insurance unless requested to do so by the Buyer at the Buyer's cost

## **Samples**

Samples may be purchased for evaluation and credited on return in as-new condition within an agreed evaluation period. Return delivery cost shall be to the Buyer's account. In the event of non-return within the agreed evaluation period or return in a damaged state the goods shall be deemed to be purchased and will not attract a credit

## **Scope of Supply**

Supply of the products includes the product itself and a reasonable amount of technical information to facilitate correct use of the products. The cost of the products does not include engineering, installation or on-site support

**HRW Limited**

Unit E, 11/F, Sun Ying Industrial Centre  
9 Tin Wan Close, Tin Wan  
Hong Kong

Ph +852 2546 7402

Fax +852 2546 7403

[www.hrw.hk](http://www.hrw.hk)