

Terms and Conditions of The Sales Order for SSSVMS Package

1. DEFINITIONS

- 1.1 "FSICA" means the Association of Registered Fire Services Installation Contractors of Hong Kong Limited.
- 1.2 "SSSVMS" means Sprinkler Subsidiary Stop Valves Management System developed and provided by FSICA.
- 1.3 "SSSVMS Package" means the product designed for SSSVMS and each package includes
 - (i) 100 nos. of Pull-up Seal Security Tag with unique tag number
 - (ii) 100 nos. of Warning Label with tag number
 - (iii) 1 no. of Log Book
 - (iv) Use of Data Management System
- 1.4 "Buyer" means anyone who purchases SSSVMS Package from FSICA and agrees to pay at a price designated by FSICA from time to time.
- 1.5 "Sales Order" means the agreement for the supply of SSSVMS Package by FSICA to Buyer.
- 1.6 "Purchase Request Form" means the prescribed form for anyone who intends to purchase SSSVMS Package from FSICA.

2. EXISTENCE OF SALES ORDER

- 2.1 No Sales Order shall take effect until the Buyer's purchase order is accepted by FSICA's written confirmation.
- 2.2 No Sales Order shall be executed until Buyer has paid FSICA the payment of the deposit as specified in the TERMS OF PAYMENT clause.

3. TERMS OF PAYMENT

- 3.1 Buyer shall pay to "FSICA" a non-refundable deposit being 50% of the purchase price upon signing of Purchase Request Form.
- 3.2 Buyer shall pay the balance of purchase price by cash on delivery of items (i), (ii) and (iii) of SSSVMS Package by FSICA.
- 3.3 FSICA shall suspend the delivery of product of SSSVMS Package to Buyer or terminate the Sales Order, if Buyer fails to pay the balance of the purchase price on or before the delivery of the product.

4. DELIVERY OF SSSVMS PACKAGE

- 4.1 FSICA shall supply the ordered SSSVMS product to Buyer within 2.5 months from the date of payment of the non-refundable deposit by Buyer to FSICA or upon the delivery period as advised by FSICA.
- 4.2 SSSVMS Package is deemed received by Buyer upon delivery to Buyer or upon collection by Buyer.
- 4.3 Where Sales Order by Buyer is less than 50 units of SSSVMS Packages, Buyer shall collect SSSVMS Package from the office of FSICA or the venue designated by FSICA at the Buyer's own arrangement and expenses.

5. CANCELLATION OF SALES ORDER

- 5.1 No Sales Order made between Buyer and FSICA may be withdrawn, cancelled, deferred or varied by Buyer except with the FSICA's written consent and on terms which will indemnify FSICA against all loss. FSICA may in its absolute discretion to withdraw, cancel, defer or vary Order without compensation to Buyer.

6. PRODUCT WARRANTY

- 6.1 For the period of 12 calendar months from the date of delivery of Pull-up Seal Security Tag of SSSVMS by FSICA to Buyer, FSICA may replace defective Pull-up Seal Security Tag submitted by Buyer where the defect arises from FSICA's fault.
- 6.2 In the event that the defect of the Pull-up Seal Security Tag is caused by the improper and/or abnormal use by Buyer or for any other reason not due to FSICA's fault during the warranty period including but not limited to improper use as specified in the installation manual, Buyer is not entitled to request FSICA to replace the Pull-up Seal Security Tag delivered to Buyer pursuant to the terms and conditions of the Sales Order.
- 6.3 The warranty shall not cover the Warning Label and Log Book of SSSVMS Package.
- 6.4 Buyer is advised to use the Pull-up Seal Security Tag within 1 calendar year from the date of delivery.

7. ENTRY OF INSTALLATION DETAILS TO SSSVMS DATA MANAGEMENT SYSTEM

- 7.1 Buyer is required to enter the installation details to the SSSVMS Data Management System as soon as possible and in any event not more than 7 days upon installation of the Pull-up Seal Security Tag by Buyer.
- 7.2 FSICA shall keep the installation details database into the SSSVMS Data Management System for 2 years from the date of delivery of SSSVMS Package.

8. RIGHT OF ACCESS TO DATABASE OF SSSVMS DATA MANAGEMENT SYSTEM

- 8.1 FSICA shall not retrieve information from the SSSVMS Data Management System without prior knowledge and consent of the Buyer who inputs the installation details of the Pull-up Seal Security Tag purchased by that Buyer, with the exception of requests for release of such information by law enforcement agencies including but not limited to the Fire Services Department ("FSD").

9. LIMITATION OF LIABILITY

- 9.1 FSICA's liability in respect of any defect in or failure of SSSVMS Package supplied or for any loss, injury or damage attributable thereto is limited to replacement of Pull-up Seal Security Tag which under proper use appear therein and which arise solely from faulty materials or workmanship within a period of 12 calendar months from the date of delivery pursuant to Clause 6.1 above, at the termination of which period all liability on FSICA's part ceases. FSICA shall be under no liability whatsoever in respect of any loss, damage, injury or expenses arising from any defect in SSSVMS Package (whether or not such defect is due to negligence or breach of duty on the part of FSICA or its suppliers or manufacturers) and in particular (but without prejudice to the generality of the foregoing) FSICA shall not be liable for the cost of any work done, any transport costs incurred, any indirect or consequential damages or expenses, any loss of profit or any liability to third parties incurred by Buyer in consequence of such defect. For the avoidance of doubt, whilst FSICA agrees to keep the installation details database into the SSSVMS Data Management System at its best endeavours, FSICA shall be under no liability whatsoever in respect of any loss, damage or expenses arising from any loss of data (whether or not such loss is due to negligence or fault on the part of FSICA) subsequent to the entries by Buyer into the SSSVMS Data Management System.

10. JURISDICTION

- 10.1 This Sales Order made above shall be construed and take effect in all respects in accordance with the law of Hong Kong Special Administrative Region.

11. TRANSLATION INTO ANY OTHER LANGUAGE

- 11.1 This Sales Order is drawn up in the English language. It may be translated into any other language provided that in the event of any discrepancy the English text shall prevail.