

Terms of use

PM-International (HK) Limited

GENERAL TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these conditions

„Buyer“ means the person who accepts a quotation of the Supplier for the supply of Goods, whose order for Goods is accepted by the Supplier or who otherwise enters into a contract for the supply of Goods with the Supplier;

„Conditions“ means the general terms and conditions set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Buyer and the Supplier;

„Contract“ means the contract for the purchase and sale of Goods, howsoever formed or concluded, whether pursuant to a written order of the Buyer or a quotation of the Supplier or otherwise, to which these Conditions apply;

„Goods“ means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with a Contract;

„Supplier“ means PM-International (HK) Limited;

2. DAMAGE IN TRANSPORT

2.1 The supply of Goods by the Supplier to the Buyer under any Contract shall be subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Buyer or in correspondence or elsewhere or implied by trade custom practice or course of dealing.

2.2 The Supplier's employees or agents are not authorised to make any representations concerning any Goods unless confirmed by the Supplier in writing. Any information made available in connection with any offer for the supply of Goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs, is not binding unless expressly designated as binding by the Supplier in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on and waives any claim based on any such representations or information not so confirmed.

2.3 Any advice or recommendation given by the Supplier or its employees or agents to the Buyer or its employees or agents which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Buyer's own risk and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Supplier.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 3.2 The Buyer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Supplier's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Supplier) or as otherwise set out in any Contract.
- 3.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements.
- 3.5 The Buyer shall be entitled to cancel any order within seven days after placing the order without having to state any reason. The cancellation has to be made in writing, which shall include email, or by returning the Goods at the Buyer's expense. The returned Goods have to be in good conditions with at least 5 months of remaining shelf-life.

The cancellation notice has to be sent to and Goods have to be returned to:

*PM International (HK) Limited
Suite No. 1B, 11/F, Tower 1,
China Hong Kong City,
33 Canton Road,
Kowloon,
Hong Kong*

- 3.6 All intellectual property rights and without prejudice to the generality of the foregoing including copyright, design right, patents, trademarks and know-how, whether registered or not, in drawing, designs, specifications, samples, tools and the Goods, remain the absolute property of the Supplier.

4. PRICE

- 4.1 The price of the Goods shall be the price stated in the Supplier's offer which has been accepted by the Buyer or the price stated in the Buyer's offer which has been accepted by the Supplier, or where the price has not been explicitly mentioned, the price listed in the Supplier's published price list current at the date of conclusion of the Contract.
- 4.2 Unless otherwise agreed in writing between the Buyer and the Supplier, all prices for the Goods are given by the Supplier on an ex works basis.
- 4.3 The Buyer shall not induce a person to purchase goods or services based upon the representation that a person can reduce or recover the purchase price by referring prospective customers to the Buyer for similar purchases, if such reductions or recovery are not guaranteed.

- 4.4 The Buyer shall bear the cost of any special packaging of the Goods which it may request or which may be necessitated by delivery by any means other than the Supplier's normal means of delivery.

5. TERMS OF PAYMENT

- 5.1 The Supplier shall issue an invoice to the Buyer for payment of Goods after the Supplier has confirmed the order. The Supplier may issue an invoice before or after the Buyer has made payment for the Goods. Payment of Goods may be made by bank transfer, cheque, credit card, Alipay or any other means acceptable to the Supplier from time to time. The Supplier reserves the right to amend the available methods of payment from time to time.
- 5.2 The Supplier will deliver the Goods to the Buyer only after the Buyer has paid up front the amount stated in the invoice issued by the Supplier. Full payment shall be made before Goods are dispatched.
- 5.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract and/or suspend any further deliveries of the Goods.

6. DELIVERY/PERFORMANCE

- 6.1 Cost for the delivery of the Goods shall be borne by the Buyer. The delivery service shall only be implemented after the full payment. For deliveries only within Hong Kong, The Buyer shall pay 5% of independently order value as a shipping fee. Extra charge will apply for remote area shipment as determined by the Supplier. Please contact our customer services department for more details. Save for obligations expressly undertaken by the Supplier in writing, the Supplier shall have no other obligations, in particular obligations which it might otherwise have by implication of law, including the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong).
- 6.2 Delivery is subject to availability of Goods, even if orders have been confirmed. The Supplier shall not be deemed to be in breach of the Contract and no compensation shall be due to the Buyer, if delivery is not effected even though the order has been confirmed. If delivery cannot be made by the Supplier, the Supplier has the right to cancel the Contract and all payment paid by the Buyer in respect of the ordered Goods shall be refunded without any accrued interest.

7. RISK AND PROPERTY IN THE GOODS

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon dispatch of the Goods by the Supplier.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Supplier to the Buyer for which payment is then due.

8. WARRANTIES AND REMEDIES

- 8.1 Subject as expressly provided in these Conditions all other warranties, conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

- 8.2 Subject to this Condition 8, the Supplier warrants that the Goods will correspond with their specification as agreed by the Supplier at the time of delivery, and agrees to remedy any non-conformity therein for period of 90 days commencing from the date on which the Goods are delivered or deemed to be delivered („Warranty Period“). Where the Buyer is dealing as a consumer (within the meaning of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong)), the Supplier further gives to the Buyer such implied warranties as cannot be excluded by law.
- 8.2.1 The Supplier's above warranty concerning the Goods is given subject to the following conditions:
- (a) Any description given of the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. The Buyer agrees that in entering into any Contract with the Supplier, it does not rely on any description of the Goods given by the Supplier.
 - (b) Notwithstanding that a sample of the Goods has been exhibited to and inspected by the Buyer, it is hereby declared that such sample was not so exhibited and inspected as to constitute a sale by sample under the Contract.
 - (c) The Supplier shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid in cleared funds by the due date for payment.
 - (d) The Supplier shall be under no liability whatsoever in respect of any defect in the Goods arising after the expiry of the Warranty Period.
- 8.2.2 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified to the Supplier within seven days from the date of receipt of the Goods.
- 8.2.3 If the Buyer does not give due notification to the Supplier in accordance with the Condition 8.2.2, the Supplier shall have no liability for any defect or failure or for any consequences resulting therefrom. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet a specification is notified to the Supplier in accordance with Condition 8.2.2, the non-conforming Goods (or part thereof) will be replaced free of charge as originally ordered. Where the Goods have not been so replaced within a reasonable time, despite a written warning from the Buyer, the Buyer shall be entitled to a reimbursement of the purchase price (without interest accrued). Upon a replacement being made as aforesaid, the Buyer shall have no further claim against the Supplier.
- 8.2.4 When the Supplier has provided replacement Goods, the non-conforming Goods or parts thereof shall become the Supplier's property.

9. FORCE MAJEURE

- 9.1 The Supplier shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

10. LIABILITY

- 10.1 The Supplier shall accept liability to the Buyer for death or injury resulting from its own or that of its employees' negligence. Save as aforesaid, the Supplier's liability under or in connection with the Contract shall be subject to the limitations set out in this Condition 10.
- 10.2 The Supplier shall be under no liability whatsoever towards the Buyer where (default of the Supplier) arises from a reason beyond its reasonable control as provided in Condition 9 or from an act or default of the Buyer.
- 10.3 In no event shall the Supplier be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Supplier had been advised of the possibility of the Buyer incurring the same.
- 10.4 The remedies set out in Condition 8 are the Buyer's sole and exclusive remedies for non-conformity of or defects in the Goods and the Supplier's liability for the same shall be limited in the manner specified in Condition 8.
- 10.5 Without prejudice to the sub-limits of liability applicable under this Condition 10 or elsewhere in these Conditions, the Supplier's maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the Contract, shall not exceed 50% of the total Contract price.
- 10.6 No action shall be brought by the Buyer later than 12 months after the date it became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event, no later than 12 months after the end of the Warranty Period.

11. TERMINATION

- 11.1 On or at any time after the occurrence of any of the events in condition 11.2 the Supplier may stop any Goods in transit, suspend further deliveries to the Buyer, exercise its rights under Condition 7 and/or terminate the Contract with the Buyer with immediate effect by written notice to the Buyer.
- 11.2 The events are: -
 - 11.2.1 the Buyer being in breach of an obligation under the Contract;
 - 11.2.2 the Buyer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Buyer's winding up or dissolution;
 - 11.2.3 the making of an administration order in relation to the Buyer or the appointment of a receiver over or an encumbrancer taking possession of or selling any of the Buyer's assets;
 - 11.2.4 the Buyer making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

- 11.2.5 the Buyer being in breach of PM relevant rules and regulations, included but not limited to Distributor Rules, Code of Business Conduct and Ethics, Guidelines of Use for Internet and Social Media Policy and Guidelines of Use of Trademarks, Logos, Brands and Names. For details, please find in Team Partner Info center after login (www.pm-international.com).

12. GENERAL

- 12.1 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.3 No person who is not a party to this Contract (including any employee, officer, agent representative or sub-contractor of either party) shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties, which must refer to this Condition 12.3.
- 12.4 The Contract shall be governed by the laws of Hong Kong and the Buyer agrees to submit to the exclusive jurisdiction of the Courts in Hong Kong. However, the Supplier shall have the right to institute a suit, action or proceeding at Buyer's domicile.
- 12.5 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Contract for the sale of Goods.