



GENERAL CONDITIONS OF SALE (Supplementary)

1-Unless otherwise expressly agreed in writing between the parties the delivery times specified overleaf or as otherwise agreed are business estimates only and **ECOVISTA MANUFACTURING GROUP CO, LTD** will not be liable to the Buyer for any loss or damage sustained by the Buyer as a result of **ECOVISTA MANUFACTURING GROUP CO, LTD** failure to comply with such delivery times.

2-The property in the goods shall not pass to the Buyer until the purchase price is so paid in full by the Buyer to **ECOVISTA MANUFACTURING GROUP CO, LTD** in accordance with the terms of the PI, and until the purchase price is so paid **ECOVISTA MANUFACTURING GROUP CO, LTD** reserves the right to dispose of the goods as it sees fit.

3-The Buyer hereby acknowledges that he does not rely on any recommendations or advice given by or on behalf of **ECOVISTA MANUFACTURING GROUP CO, LTD** as to the suitability or fitness of the goods. End-customer must supply complete information necessarily shown for custom regulations - approved destination markets, standard / specific instruction on products / items he purchases. In absence, **ECOVISTA MANUFACTURING GROUP CO, LTD** will not be considered as responsible.

4-In the event that **ECOVISTA MANUFACTURING GROUP CO, LTD** is found liable for any loss or damage suffered by the Buyer, that liability shall in no event exceed the selling price of the goods specified herein.

5-The Buyer shall be deemed to have accepted delivery of the goods if **ECOVISTA MANUFACTURING GROUP CO, LTD** has not received notification of any defects, deficiency, excess or other breach of the contract specifications within seven days of the effective date of delivery (ETA).

6-This contract shall be read and construed according to and shall be governed by the Laws of Hong Kong and the Courts of Hong Kong (to the jurisdiction of which the Buyer hereby submits) shall have exclusive jurisdiction to resolve any disputes arising out of it.

7-Departure dates and Arrival dates estimated are given as reference information only, based on declarations of related forwarder / shipping agent. **ECOVISTA MANUFACTURING GROUP CO, LTD** shall not be liable to any responsibility. All departures are under reserve of result of our QC report and can be delay in event of quality failure or others, without any prior notice.

8-All delivery dates are computed based on a 5-day-to-1-week approval period after Buyer's request for approval of our courier notification. For prolonged approval period over 7 days, original delivery dates are no longer valid and need to be reconfirmed. Delivery date informed to Buyer is subjected to reception of accurate and workable artwork, position details, colors information, translation, logo, ect.

9-PI without signature on fax from buyer, are perceived as buyer's full understanding and acceptance to all terms mentioned. In absence of modifications required, all terms are treated as the approval of its actual state.

10-In event of modifications and/ amendments imposed by Buyer - these amendments must be an 'add-on hand-written notice' on SC signed and fax back to **ECOVISTA MANUFACTURING GROUP CO, LTD**. This procedure however, neither holds a legitimate confirmation nor represents any automatic acceptance by **ECOVISTA MANUFACTURING GROUP CO, LTD**. Buyer must obtain an official amended SC. In event of document loss, modifications or amendments will not be taken into account.

11-Full confirmation of weight and packing details will be completely confirmed at the final stage of production by **ECOVISTA MANUFACTURING GROUP CO, LTD**. **ECOVISTA MANUFACTURING GROUP CO, LTD** shall be under no liability for incomplete order or any packing problems occur in mid of production, particularly for OEM or items not included in our catalogue.

12-The quantity of goods will be adjusted to fit a full carton size automatically and is applicable to all sales orders without prior notification.

13-Signature on our PI marks the full and entire acceptance of the above remarks.

14- Quality Insurance and Inspection: All finished goods meet our agreed quality standards. It will be verified via the quality sampling plan MIL-STD 105E, single general Inspection Level II, with Acceptable Quality Level (AQL) : Defects -Critical 0%/ Major 2.5 %, Minor 4.0 %.

15- Classification of defects: Critical/ defect that judgment and experience indicate is likely to cause a safety hazard, or unsafe conditions for individuals using, maintaining, or depending up[on the product. Major/ A condition which testing, experience or judgment indicates are detrimental to the salability of the finished product, or any condition which renders the item unable to perform its intended function. Minor/ A condition which testing experience or judgment indicates would not affect product function nor greatly alter unit appearance but is objectionable.