TSEUNG KWAN O, KOWLOON, HONG KONG. Linde

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# CONDITIONS OF SALE

# 1 July, 2012

## APPLICATION OF THESE GENERAL CONDITIONS

- Unless otherwise specifically agreed in writing these conditions shall be deemed to be incorporated in every offer, quatation, acceptance and contract for the sale or provision of goods or services ("contract") by Linde HSU Limited (hereinarther called HSUO, which include but not limited to alled all types of gas, equipment and all kinds of goods and installation of equipments, plants, machinery and all kinds of services rendered by HKO, except where the goods sold or reservices rendered are specified to which LINGS special conditions of sale apply then these conditions shill only apply so or far as they are not inconsistent with the LING's special conditions of sale applicable to those particular goods and
- services.

  2. Any conditions of purchase proposed by customer of LHKO (hereinafter called the Customer) or printed on the Customer's purchase order are hereby excluded in so far as they are incrossistent with the terms herean.

  3. In these conditions goods mean enginement, gas or gas mutute supplied by LHKO, including liquid, liquefied, compressed or dissolved gas.

  4. All cades to medical gas must be specifically identified as such.

## 2. PRICE

- Prices appearing in LHKO's catalogues and price lists are prices in force as at the date of issue and are subject to alteration without prior motice. Unless otherwise specifically agreed in writing, large prices inforce as determined by LHKO as at the time of supply of the goods or services by LHKO. In Additional charge as determined by LHKO will be develod for suse of certificates of analysis for gas matures and such other services endered by LHKO will be discontined which are not provided for in LHKO's Caldagues, price list or contract.

- Payment by the Gustomer who is granted credit by LHKO is due before the 20th day of the month following the month of delivery of goods or provision of services unless otherwise specifically agreed by LHKO and the Customer in writing. If the Customer list loss pay LHKO by the due deal LHKO may either suspend all further deviewers under an a restaint contract until payment is made in full or cancel the order and subsequent orders insofar as goods remain to be delivered thereunder.
- under. up prejudice to LHKO's rights in 3.1 above, LHKO may charge interest on all amounts due but unpaid under the act at the rate of 1.5% per month from the due date for payment down to receipt by LHKO of full payment.
- tract at the rate of 1.5% per month from the due date for payment down to receipt by LHK.O of full payment. accounts submitted are net cash. Accounts submitted are net cash. Accounts a consideration of the control of the control

- DELIVERY AND RISK

  Delivery dates or periods are only best estimates. LHKO will endeavour to keep to delivery dates, but, notwithstanding any other provisions been contained or in any contract, such dates shall not be of the essence of the contract. LHKO allalino the labels for the consequence of any delay.

  Computation of delivery period begins from the date when LHKO accepts the Customer's order or when LHKO receives from the Customer any further information which it may require to proceed with the order, whichever is later.

  Computation of delivery period begins from the date when LHKO accepts the Customer's order or when LHKO receives from the Customer any further information which it may require to proceed with the order, whichever is later.

  Computation of delivery period begins from the date when LHKO accepts the Customer's order or when the goods are unloaded at the address designated by the Customer for delivery in the case where the goods are to lead the contract of the case where the goods are to lead the collected by the Customer or its agents them goods shall be good as the location of the vehicle responsible for collection.

  Notwithstanding delivery and the passing of Irsk in the goods, the property in the goods shall not pass to the Customer until LHO has received full payment of the goods and charges to incidental services which the Customer is liable to pay.

  In the payment of the goods are the customer and third parties and properly stored, protected and insured and intentified as LHKO's property.

  Until such this case at the property in the goods separate from those of the Customer and third parties and properly stored, protected and insured and intentified as LHKO's property.

  Until such this case the property in the goods separate from those of the Customer and third parties and property stored and reposses the good as extended to the customer of delivery or the good as the property of LHKO. If the Customer does so all moneys owing by the Customer to Unit Oxide path of the Customer to the C

# LOADING, UNLOADING, INSPECTION, INSTALLATION AND COMMISSIONING ON SITE

- If the contact covers delivery to site, or inspection, installation or commissioning by LHKO on site, the Customer shall provide free of charge adequate and sale access and facilities for LHKO, its employees representatives, apents and sub-contractors and offine vehicles, and leableur for loading and insolading of goods (including cylinders and other the customer is responsible for carrying out any necessary preparatory works to LHKO's satisfaction and for supplying information or dawning sufficient to enable LHKO to supply the goods or services. Any person engaged in work on site in connection with the contract (other than an employee, representative, agent or sub-contractor of LHKO's shall be deemed to be an employee or agent of the Customer. The Customer shall be liable for any luty or damage suffered by LHKO, its employees, representatives, agents or sub-contractors contractors.

# TECHNICAL SPECIFICATIONS CATALOGUES FTC

- riptions, technical specifications, drawings, illustrations or particulars of weight or dimensions given in catalogues or literature issued by LHKO while given in good faith shall not form part of the contract unless specifically agreed by
- LHKO in writing. LHKO's drawings, specifications, data and other documents are LHKO's property the copyright thereof belongs to LHKO.

- LHKO endeavours to manufacture and sell goods, equipments and materials with efficient workmanship and quality
- subject to Clause 4.10 herein, LHKO will repair or at its option replace the defective or damaged goods free of charge provided that the goods are returned to LHKO's premise, with carriage charges paid by the Customer and growded also that this warranty shall case to have effect of the goods have been usef for any purpose often than that of which they will be the companies of the companies o

- ficial gas is warranted as suitable for general medical use and is also warranted to conform to the product cifications of European Pharmacopoeia.

- HERE Conditions of Base to soul lite fruits, obligations and liabilities of the parties in respect of the subject matter(s) and any warranty or condition implied by common law or by statutior or otherwise into a contact for the sale of goods or supply of services shall be excluded to its fullest extent, except to the extent that any warranty or condition cannot by law be so excluded. No warranty is given that goods or services are suitable or sufficient for any specific purpose unless such purpose is defined in the contract and expressly accepted by IHEO in writing. INEON complete years are considered to make any representations on behalf of LHKO concerning the goods sold or services rendered except only if IHEO agrees in writing to provide exclinated advice in return for a specific Rey in which case the liability of UHEO, it employees and agents shall be limited to the amount of the few creveded for such representations made by LHKO's employees or agents.

# RESPONSIBILITY FOR SAFETY AND LEGAL OBLIGATIONS

RESYUNDABILITY OF A STATE OF A ST

- The Customer is responsible for any risks to health or safety arising from LHKO goods or equipment in its possession. The Customer shall comply with all prevailing legal obligations statutory requirements and code of practice (including but not intend to the Dangerious Goods Ordinance (Cap 295), the Gas selber Volinance (Cap 305) and the requisitions thereunder) covering the storage handling conveyance and use of the goods and services supplied by LHKO. The Customer must ensure that persons handing LHKO goods and equipment receives adequate training. The Customer areas to indemnify and keep indemnified LHKO for all loss and damages suffered by LHKO as a result of the failure of the Customer to comply with its obligations beream. The customer service is demnified the Customer to comply with the contraction of the Customer's responsibility or ensure that gas use for medical purposes is administered only through appropriate ecupient and qualified personnel. LHKO shall not be failable for any loss or damages custed by the failure of the Customer's codering the Customer's configuration and the customer is observed in the allower of the Customer is configurated with 50 of all loss and damages softened by LHKO as a result of the failure of the Customer's comply with its obligations therein.

## HARILITY

- HKO shall not be liable under whatever circumstances for direct physical injury or other physical damage of whatever nature to persons or properly howocover caused unless caused by the direct negligence of LHKO or its servants in bereformance of the obligations of the contact. The maximum liability of LHKO under these conditions shall in so far as an abe excluded by law, inn or ase exceed the contract price for the goods sold or services rendered. In or event shall LHKO be fable to the Cattomor of ton synthing rayly for incidental or correspectant damage or any loss without prejudice to the generality of the provisions in this clause, LHKO shall not be liable for injury to persons or damage to properly where the goods are intalled, Starde or used contary to the instructions of LHKO or statutory equirements or any common law obligations or code of practice placed upon the Customer.

- Unless otherwise specifically agreed in writing, the following conditions apply to goods for delivery overseas— Delivery shall be taken at LHKD's specified premises and the risk in the goods shall pass from LHBO to the Customer when the goods are loaded on the vehicle responsible for collections. In Inspection of the goods shall take place at LHKD's specified premises by the Customer or its authorized agent. LHKD shall not be lable for any claims in respect of any offect which is not made forthwith after inspection, or claim which is made after shipment or during transit, or if the customer do not inspect the goods at all.
- tost for all packing cases, crates, dums and omer containers insuries or you to be carry the foreign of the fusioner.

  HO does not undertake to provide its own cylinders for the supply of gases for export. Customer shall be responsible or providing proper cylinders at its own coasts for such purpose which will be filled in accordance with the conditions or providing proper cylinders at its own coasts for such purpose which will be filled in accordance with the conditions of the provided by the fusioner shall comply with statutory requirements in force in stong stong as well as the conditioning of customer's cylinders. The customer shall be resident of the provided inspection and ecconditioning of customer's cylinders.

  The customer shall be responsible for obtaining such consents approvals licences and permits as may be required or the import or export of the goods. The complying with all legal obligations statutory requirements and code of practice overming the importation of the goods into the country of destination and for the payment of any tax and duties on the minuse.
- 12.6

- governing the importation of the goods into the country of destinations and use use yearness.

  12.7 HIKO shall not be liable under whatever circumstances to the Customer for any loss and damages caused by the refusal of any country to allow import or export of the goods by whatever reason or the non-compliance of the import or export of the goods and the country of destination.

  12.9 Lines are the country of the country of

## 13. TRADE SECRETS AND INDUSTRIAL PROPERTY

- 31. Know-box, exchical information or documents supplied at any time by LHKO to the Customer in connection with the contact or the performances thereof or any incidental dealings are confidential in nature and the Customer shall maintain their confidentially. The Customer, its employees and apends shall not reproduce or disclose such information to any third party or use the information for any purpose other than those contemplated in the contact become public knowledge.

  13.2 LHKO warrants that its goods (including gas) of standard manufacture (dut not any particular use of such goods) are free from third party patient or other industrial property restrictions in Hong Kong. Subject to the afforcast, LHKO all under no circumstances be liable for any infiningement of patient and other industrial property rights and it is the Customer's responsibility to ensure that no infiningement of third party patient on other industrial property rights. Shall 13.3 LHKO's trade marks and trade names shall not be used other than as applied by LHKO on the goods supplied.

## 14. TERMINATION OF SUPPLY AND REPOSSESSION OF LHKO PROPERTY

- Without prejudice to any accrued rights of the parties to the contract, LHKO is entitled to stop supply of goods or services, or at its option, forthwith terminate the contract by notice to the Customer upon occurrence of any of the following events.

  If the customer commits any act of bankruptry or, being a company, has a receiver appointed or goes into liquidation (except to the purpose of reconstruction or amalignamation); or

  If the customer commits any breach of any provision of the contract with LHKO or these conditions; or

  If the customer commits any breach of any sums due and payable to LHKO, or

  If the customer coaces of threatens to create business; or

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  If the customer coaces of threatens to create business; or

  If the customer coaces of threatens to create business; or

- if the Customer Stops payment to its scenarios generally, or a petition for bankrupt cor fluidation is presented against the Customer. revious waiver or indulgence given by LHKO shall prejudice or preclude the future exercise of such rights against the
- Customer.

  1.31 LHKO ceases for any reason to supply gas or other goods to the Customer, without prejudice to LHKO's other rights and remedies under the contract, LHKO is hereby granted a licence to enter the Customer's premises for the purpose of repossessing any HHKO properly (including where relevant, the Customer's gas in HHXO's priderat or other equipment).

# 15. FORCE MAIEURE

LHKO shall not be deemed to be in breach of contract with the Customer or be liable to the Customer for any delay in performance or non-performance of any of its obligations under the contract if the delay or non-performance is due to circumstances beyond the reasonable control of LHKO which include but not limited to strike, lock-out, industrial dispute, breakdown of plant, transport or equipment, etc. (hereinalter called Force Najeure)

The contract made between LHKO and the Customer and the conditions herein shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the PRC ("Hong Kong") and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong.

# 17. EMERGENCY

LHKO will endeavour to execute all orders at prices in force ruling at the time of the acceptance of the order by LHKO and to maintain supplies and services so far as possible but it is entitled to alter prices or suspend or delay deliveries in increastiated by increases in the cost of materials, abour or transport or by Force Majeure. LHKO shall not be deemed to be in breach of contract should it exercise its right herein.

## 18 GENERAL

- If upon the request of the Customer and the agreement of LHKO, LHKO goods or services are supplied to any person designated by the Customer but who is not a party to the contract, the Customer shall procure that such person agrees to be bound by these conditions as thought were a party to the contract, and the Customer shall procure that such person agrees to the bound by these conditions as thought were a party to the contract, and the Customer shall note mindle with the Customer shall not the customer to do so. The Customer shall recently all the customer shall not the customer shall not the customer shall not the customer shall be applicable and in addition to the conditions for the sale of Cylinder Gas and The Customer shall not in classes 19 to 20 (Special Conditions) breinisher unless they are inconsistent with the Special Conditions in which case the Special Conditions have the customer shall be applicable and prevail. Customer shall be added to the customer shall be come effective and the Customer shall be deemed to agree to be bound by the revised dissues shall become effective and the Customer shall be deemed to agree to be bound by the revised dissues shall be come effective and the Customer shall be deemed to agree to be bound by the revised dissues shall be come effective and the Customer shall be deemed to agree to be bound by the revised dissues shall be come effective and the Customer shall be deemed to agree to be bound by the revised dissues shall be come effective and the Customer shall be deemed to agree to be bound by the revised dissues shall be expected to the customer shall be deemed to agree to be bound by the revised dissues shall be expected to the customer shall be deemed to agree to be bound by the revised dissues shall be expected to the customer s

# II. Cylinder Gas

# 19. SUPPLY AND RETURN OF CYLINDERS

- SUPPLY AND RETURN OF CYLINDES

  In these conditions "LHKO Cylinder" means any single cylinder or batch arrangement of cylinders and includes any portable container for gas provided by LHKO. It is supplied to the Customer for the Customer's sole use in Heng Kong only LHKO. And the Customer's to use desewhere. On termination of the contract all LHKO Cylinders must be returned to LHKO in good to the customer to use desewhere. On termination of the contract all LHKO Cylinders must be returned to LHKO indeed to the cost of the Customer. LHKO does not undertake to fill Cylinders other than LHKO Cylinder unless LHKO agrees in writing otherwise. In such event, the filling of the cylinders and set a the Customer's cost and act Customer's risks in accordance with LHKO procedures and statutory requirements.

  LHKO Will normally deliver cylinders of gas to drop points agreed with the Customer upon prior arrangement. HLKO Cylinders are presented for all costs and charges for collection of cylinders in areas, outside LHKO's free for the customer contract of the customer contract of the customer is personable for all costs and charges for collection of cylinders in areas, outside LHKO's free for filed LHKO Cylinders or capacities and the Customer's agreement at no payment after initial supply LHKO may deliver same number. If the lHKO Cylinder is required and the customer's agreement as to payment after initial supply LHKO may deliver same number. All cylinders and inclinders for replacement. All cylinders and the Customer's agreement as to payment after initial supply LHKO may deliver same number. All cylinders are collected for replacement to by LHKO must be genetical to payment. LHKO may supply additional cylinders for replacement. All cylinders and for prior general may collect and return cylinders at designated LHKO depots.
- 19.6 19.7
- Upon prior arrangement with LHKO, Customer may collect and return cylinders at designated LHKO depots. If the size of the cylinder requested by the Customer is not available, LHKO has the right to supply cylinders of nearest

Unless agreed in writing otherwise, the Customers shall pay LHKO deposit for using LHKO Cylinder at the rate fixed by LHKO.

- 202 LHKO is entitled to appropriate all or any part of the deposit as it may deem fit to pay for the costs and expenses incurred or loss and damages suffered by LHKO by reason of the failure of the Customer to comply with any provision in connection with HHKO (Vinder herein, without prejudice to LHKO's rights of action against the Customer for costs expenses loss and damages in excess thereof. In the event of any such appropriation being made, the Customer for costs of the contract of the contract including payment of all moneys due to the contract including payment of all moneys due to LHKO and return of LHKO (JHKO that in QHKO (JHKO that is quote the contract including payment of all moneys due to LHKO and return of LHKO (JHKO that is quote contract to LHKO LHKO that is returned the deposit without interest to the

## 21. CYLINDER RENTAL

- Unless agreed otherwise in writing, the Customer shall pay LHKO rental for LHKO cylinder in advance at the rates fixed by LHKO and according to the conditions determined by JHKO from time to time as provided for in IHKO's price list and whet LHKO's publications. In the event the rent being in arress the customer shall return the LHKO Cylinder to LHKO forthwith and LHKO's formal element for the return shall not be required. If the customer returns LHKO Cylinder is the return and the customer returns the Cylinder shall be made to the customer. For avoidance of cloud, the month in which the Customer returns the LHKO Cylinder shall be tended as used term, notwithstanding the LHKO Cylinder is returned to LHKO before the explanation of the entire month, and which shall not be custoded as yet of the surrorder shall be tended as used term, notwithstanding the LHKO Cylinder is returned to LHKO before the explanation of the entire month, and which shall not be custoded as yet of the surrorder land to the Customer. For explanation of the customer consistency to be liable for payment of the rental of the LHKO Cylinder at the prevailing rental until the LHKO Cylinder is returned in good condition to LHKO.

  Invoice sused by LHKO for rental for LHKO Cylinder is deemed conclusive (subject to transactions prior to the date of survices which have not been included in the invoice and sold cause 22.9 below) as to the particulars and quantities of LHKO Cylinder held by the customer for the period as shown on the invoice in question.

## 22. RESPONSIBILITY FOR CYLINDERS

- RESPONSBULIVFOR CULNDERS
   The Customer is responsible for proper retention and maintenance of LHKO Cylinder from receipt (whether at the drop point or at LHKO's premises) until return of the same to LHKO's a acknowledged in writing by LHKO. Any loss or dismage must be reported to LHKO promptly. Without prejudice to LHKO's rights and remedies in respect of the deposit under Clause 20, the Customer shall inclemently LHKO for loss and dismagues suffered by LHKO D responsed to the Customer shall not refull callow the refilling of LHKO cylinder otherwise than by LHKO or allow the same to be used otherwise than for storage, transport or use of gas supplied by LHKO.
   The Customer shall not sell or offer for sale, mortgage, pledge, undefel, lend or deposit for storage or deposit as security in any way, or part with the possession of evaporating equipment, manifolds, pipelines or cylinders supplied and owned by LHKO not allow any lien to be created thereon and shall pay all rent, tasks, tasks, changes and impositions payable in respect of the premises whereon such evaporating equipment, amanifolds, pipelines or cylinders supplied and shall protect the same against disters, occution or settinate and inclemently and keep indemnified LHKO against all and serviceable conditions.
   All LHKO Cylinder must be returned with valve closed and valve protecting caps properly fitted and in a clean and serviceable condition.
   She Customers shall pay LHKO such changes as determined by LHKO for repair, renovation or cleaning due to the replacement LHKO Cylinder in sulk to extension the lost/damaged and the replacement LHKO Cylinders shall continue to be the property of LHKO. If the Customer subdrogenity includes the best absorber near the continue to be the property of LHKO. If the Customer subdrogenity includes the lost LHKO Cylinder is all the total male talkfor or part of the fourth of the Customer.
   Ihe Customer is thereby deemed to authorize LHKO is the includ

- property of LHKO. If the Customer subsequently relocates the lost LHKO (yinder or is able to return a lost LHKO (yinder is post ordination to LHKO, LHKO may, but not obliged to, relevant the customer is the rely demand of the late of the LHKO (yinder or part of it to the Customer is the rely demand to authorize LHKO or it is employees or agents or contractors to enter into the customer's but the customer is been able without point enter its enter the LHKO (prinder or late states and the late of the late o
- otherwise. If it is found by LHKO that the LHKO Cylinder in possession of the Customer is of greater quantity or volume or size than those shown in LHKO's records, LHKO shall be entitled to amend its records and charge the Customer further rental for the previously uncharged quantity or portion of the LHKO (yrider accordingly.

# 23. RETURNED CYLINDERS

- 23.1 If the Customer returns or if LHKO repossesses LHKO Cylinder, pursuant to the conditions berein, the Customer is still labele topay for the Cylinder rental and piece of the gas which are payable but have not been pa

## III. Liquid Gas

24. USE OF SUPPLIES
All Liquid Gases supplied by LHKO are for the sole use of the Customer and shall not be used for filling portable cylinders
or containers except as authorised by LHKO in writing 25. SUPPLY AND INSTALLATION OF APPARATUS

- SUPPLY AND INSTALLATION OF APPARATUS

  LIKKO will provide and maintain apparatus for supply, evaporating and storing of liquid gases supplied by LIKO fereinalter called the Apparatus in terms to be agreed. LIKO is entitled to charge the Customer for costs of Apparatus and its maintenance. The Apparatus is the property of LIKO and the Customer shall be responsible for the affect coatody and maintenance of the Apparatus and shall intendently and teep intendentified IXO against all loss or all continued to the comparatus and intendently and teep undermitted IXO against all loss or the comparatus and comparatus and intendently and teep undermitted IXO against all loss or the site and should enable the tankers to stand in the open within the Customer's own premises while the process of evaporate filing is in propriet see and proper housing of the Apparatus, the design and specification of which many the comparatus and the comparatus and the continued of the Apparatus, the design and specification of which many comparatus and propriet see and proper housing of the Apparatus, the design and specification of which many comparatus and propriets and propriet see and propriet housing and the Apparatus was the doubly propriety, consents, licences, permits and authorities, whether from governmental authorities or other third parties for the construction and operation of such buildings and believe from governmental authorities or other third parties for the construction and operation of such buildings and believe the propriets.

  V. Sale custodry of all Apparatus delivered to the sale.

  I. Provide the necessary healing (to be approved by IXKO) for the Apparatus as the doly propriety of the Apparatus and provided in case conditions.

  II. Except the Apparatus and building in clean conditions.

  V. Provide enablished board for operation of the Apparatus are or other heat emitting unit (other than that required and approved pursant in Gean conditions.

  V. Provide the necessary healing (to be approved by IXKO) for the Apparatus.

  V.

- APPARATUS NOT TO BE MORTGAGED, ETC.

The Customer shall not sell or offer for sale, mortgage, pledge, underlet, lend or deposit or storage or deposit as security in any way, or part with the possession of Apparatus supplied and owned by HKID or advis own yill en to be created thereon and shall pay all ent, rates, stace, shadeges and impositions payable in enspect of the premises whereon such Apparatus is situated and shall protect such Apparatus against distress, execution or setzure and indemnify LHICO against all losses, damages and expenses returned by HKID for years on in respect thereof.

The Customer shall notify LHKO forthwith any defect distunctioning or malfunctioning in or of the Apparatus coming to the Customer's knowledge. LHKO shall only be responsible for loss of liquid gases due to defects in the Apparatus arising from normal and proper usage of the Apparatus in accordance with the conditions herein and instructions from LHKO and as from the time when such notification is received by LHKO.

# 28. DELIVERY AND MAINTENANCE

LHKO shall have free and unrestricted access to and fro the Apparatus with its transport and shall at all reasonable times have access to the Apparatus for inspection or to effect repairs. LHKO may dosconiture the supply of liquid gases temporatily after gring notice to the Customer, for the purpose of making leaking steet hydraulic test or repairs or replacement of the any other necessary purpose and if necessary, may remove the Apparatus for such purpose(s), all to be determined in thirty's side opinion. In the event of such intemption of supply of legal gases LHKG shall endiceavour to the conditions relating to the supply of gas in cylinders from time to time set out in these conditions, LHKO's price list.

- 29.1 The Customer shall not alter or interfere in any way with the Apparatus except with the written consent or instructions of LHKO.

# 30. REMOVAL OF APPARATUS



## LINDE HKO LIMITED

12 CHUN YAT STREET, TSEUNG KWAN O INDUSTRIAL ESTATE.

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+852.2372-2372 +852 2358-0561

銷售條件

2012年7月1日

## 通用條件

- 通用條件的適用範圍 除非另有特定的语面協議。這裡所列的條件("本銷售條件")將被當作已 被載、林德港氣有限公司(以下簡稱 LHKO)所出售或供應貨物或提供服務的 每一項出價。報價。認可和台約("合約" 內,當中包括,但不局限於、各 頻氣體。器材及和各種貨物之銷售及器材、廠房、機器之裝配及任何由 LHKO 提供之服務,若是 LHKO 持有特殊銷售條件的貨物或提供 之服務則絕 服時才,對於一個一個一個一個一個 此時本銷售條件唯有在不與適用於該貨物或服務的 LHKO 特殊銷售條件和抵 關時才適用。 LHKO 之客戶("客戶")提出或印在訂單上的任何與本銷售條件有所抵觸 之採職條件的減物別餘。 在本銷售條件、貨物係指 LHKO 所供應的設備、氣體或混合氣體,包括液態, 液化、壓縮和溶解的氣體。 所有醫療用氣體的訂單必須特別指明為供醫療用途。
- 1.3

- 價格 UHKO 商品目錄及價格表上的價格為該等刊物發出時及當時生效之價格,所有 更改將不另行事前通知。除非另有特定書面協議,客戶應付的價格應是當 UHKO 按訂單供應衡物或提供服務時有效的價格,該等價格由 UHKO 蓋訂。 混合氣體分析證明書及其他由 UHKO 提供,但未有於 UHKO 商品錄、價格表及 合約列出之服務,需另行收費,價格由 UHKO 蓋訂。
- 付款條件 除非LHKD 與客戶另有特定的書面協議。以信貸方式交易的客戶,必須在LHKD 發貨或提供服務月份後次月的第二十日之前付帳。若在付款到期日客戶仍未 能撤清款項。LHKD可以暫停發放現有合約之貨物或取消是次及隨後涉及待發 貨物的訂單。直至全數付清為止。 LHKD 可對依合約到期款項中仍未付清的餘額收取利息,計息期從到期日到餘 額全部付清時為止,利率為月率 1.5%,此權利無損上述第 3.1 條款內 LHKD 的構刻。

- 的推判。 各應付應款皆為現全淨額 各應付應款皆為現全淨額 任何就發票上載列資料準確性的爭議須於發票日期後 14 日內知會 LHKO。若 LHKO 於應期內未有接獲任何通知,發票上的資料稍被根件為準確無誤。 在有關出售 LHKO 貨品或提供服務的任何台為裏所註明,包含或體現的 LHKO 的任何義務,其前提是客戶必須嚴格遵守合約中有關付款條件及其它義務。

- ILIKO 於関期內末有接種任何通知,發票上的資料將被根件為準確無誤。
  3.5 在有關出售。HK的 包息或機能服務的任何会夠索打能明、包含或機則的HKO 的任何義務,其前提是客户必須嚴格遵守合約中有關付款條件及其它義務。
  4. 文質與風險
  4. 交質與應數
  4. 文質與應數
  4. 文質
  4. 工能
  6. 文質
  4. 工能
  6. 文質
  4. 工能
  6. 文質
  4. 工能
  6. 文量
  6. 文量

- 〒一田7-四ノ以入 \*V、貝付町川型動 丁地上的整倍、卸路、格査・安整和試機 類海 LHKO、LHKO 的僱員、代表、代理人及承包者及其車輌、提供足夠和安 套的出人通道和乾施。以及東餐和卸卸的人力「包括裏那和具体容器」 窓戸有責任作好令 LHKO 滿意的準備事宜及提供足夠的資料和圖則,確使 LHKO 能提供物域服務。 所有在工地上從事與合約有關的工作人員(LHKO 的僱員、代表、代理人及其 市包書館外務被視為客户或其代理人的僱員,除因 HKO 及其僱員、代表、 代理人或承包者在客戶工地上不論由任何原因而造成的損傷或損失,將由客戶 負責。
- 技術規格、目錄及其他 LIKO 發行的目錄或其它傳單上的貨名、技術規格、圖則、圖表或貨物重量、 體積的詳細說明,均以真誠描述,除非 LIKO 明確以書面確認,它們均不屬 於合約的組成部份。 LIKO 的圖則、說明書、資料及其他文件均為 LIKO 的財產,有關版權均屬

- 保證和損壞
  LHKO 致力以有效的工藥及優質材料生產及售賣貨物,設備及材料。
  在不抵網本銷售條件第 4.10 條款的情況下,LHKO 將可選擇免費條理或轉換
  有瑕雜或損壞的貨物,但貨物須提回到 LHKO 的工藥而運費出參戶自付;倘 若貨物營數相作與訂用金以外的其他則數。或案戶不於開 LHKO 的五藥而運費出參戶自付;倘 充貨物營數用作與訂用金以外的其他則數。或案戶不於開 LHKO 有兩面指示 和使用設明書來使用該貨物。或相數的雜誌或不恰當地安裝或存放在不正確 或不適當的環境內,或該負品營被改劃。此使保證所之稱。 LHKO 有權選擇退款、免收合約款項,及收回已供應的貨物或設備,作為履行 上文 7.2 條款之有關責任。 工業用氣的纯度、條保證獨合於一般的工業用途。倘若客戶要求達到特別的 快度、容限和穩定性、客戶應知會 LHKO;而 LHKO 會與客戶治商,並竭力為 供應這種氣體作出安排。

- 8.3
- 陳述、意見及屬含條款的影除 本銅鞋條件列出名方號有關事項的權利、義務和責任。任何由普通法或成文 法或其地與因產生而被屬合於銷售自品或提供服務合約的保證或條件均完 会被影除、法律不容影除的保證或條件除外。 除非已寫人合約中並應出代以(計畫而形式)明確接受。否則 LHKO 不保證貨物或 服務可適用或足以滿足任何特定目的。 LHKO 的僱員或代理無複批出售的貨物或提供的服務代表 LHKO 作任何陳述, 除非 LHKO 書面同意、並以收取一定費用提供技術性意見。在這種情況下, LHKO,其實或代理物無實化僅服於為此意見而收取的費用額。客戶確認其與 LHKO 總結合約並非依據 LHKO 僱員或其代理之任何陳述。
- 9. 安全和法律責任
  9.1 客戶須蘇任何供應予客戶的貨物、儀器或其工地內的任何工作、從有關政府 等門須數程或單位、取得所有必須的同意、批准、許可證、牌照、及遵守現 行之法律責任、法定要求及實務守則(當中包括但不限於《危險品條例》(香 港法例第 295 章)、《氣體安全條例》(香港法例第 51 章)及其附屬規則)。如

- LHKO 因客戶未能履行本條款之責任而招致損失及損害,客戶同意保障 LHKO
- 並確保 LHKO 獲得賠償。 9.2 客戶管有 LHKO 的貨物或設備期間,須對該等貨物或設備對於人體健康或安全構成的風險負責。客戶須遵守所有現行適用於貯存、處理、運送及使用 LHKO 全構成的風險負責。客戶須遵守所有現行適用於貯存。應理、運送及使用 LIKI的 係品及服務之法律責任、法定學求及實務中則 當中前任不限於《依險場份》 (帝港法例第 20 章) 《氣體安全條例》 (帝港法例第 20 章) 及其附屬規則,客戶必須確保處理 LIKI的 負和配條的人員接受過足勞訓練。如 LIKI的 包容戶未能履行本條款之責任而招致損失及損害。客戶同意保障 LIKIO 並確保 LIKIO 獲得賠償。 客戶必須確保應理,體只能經由適當的設備及合資格人士使用。因客戶未能履行此條款之責任而導致的任何損失或損傷,LIKIO 將不會負責。如 LIKIO 因客戶未能履行此條款之責任而導致的任何損失或損傷,LIKIO 將不會負責。如 LIKIO 逐得賠償。
- 10. 查任
  10. 在任何情况下、LHKO 均不會為任何性質或因任何原因構成的人身或財產的直接損害或其它有形損害負責任、除非這種損害是由 LHKO 或其僱員在履行合約時的直接過失引起的。在不達反法律容許的兒除責任下、LHKO 在本條件下所未隨的最大責任、無論如何將予超過貨物或提供服務的合約價格。
  10.2無論在何種情况下、LHKO 將不承擔對客戶或任何第二者的附帶性及後果性損害,或生意上。 至利上的新動的任何責任。
  10.3在不損害此條於的普遍调用性下、LHKO 無須承擔由於客戶達反 LHKO 的指示或達反客戶應儲的及艾茲或任何非成文法安裝、貯存及使用貨物,因而在該處對人或財物造成損害的責任。

- LHKO 按現行的常規包裝貨物,但 LHKO 有權在不作事先通知的情況下,對個別訂單改變包裝方式。

- 12. 出口 原非另有特定書面協議,下述條款適用於銷售海外的貨品。 除非另有特定書面協議,下述條款適用於銷售海外的貨品。 除即從 LHKO 指定地點、貨物一旦裝載於負責提貨的車輛上,貨物的風 候即從 LHKO 解發到客戶。 12.2 客戶或其授權代理人應在 LHKO 指定的地點檢驗貨物。假如客戶在檢驗後未 有即時提出申案。亞於付運後或付運企中才提出申案。或客戶完全沒有檢驗 貨物、往後才提出申案。在這些情况下,LHKO 將不對兩甲索負責。 12.3 客戶須補還 LHKO 用於可達貨物的色裝桶。板條桶。桶和其C平器之一切費 由。
- 有即時提出甲素、或以19座2至1億完下,LHKO 將不對有關申索負責。
  12.3客戶頒補還 LHKO 用於付運貨物的包裝箱、板條箱、桶和其它容器之一切費
  用。
  12.4(HKO 不提供其氣瓶用作出口之用。客戶須自行提供適當的器瓶作有關用途。 並負責有關費用。客戶之氣瓶將依熙本銷售條件及 LHKO 經常發出有關氣體 或液與氣體的指示所數的規定適當地將氣無充準。客戶規件的氣無必須符合 香港及人口地場行法定要求。LHKO 愈定期檢驗和榜理客戶的資無必須符合 香港及人口地場行法定要求。LHKO 愈定期檢驗和榜理客戶的資無必須符合 多一個人口地場一切有關也口貨物的同意、批准、牌服及許可證。
  12.5客戶須遵守人口地一切與貨物人口有關的法律責任、法定要求及實務指引, 並能付有關稅款。
  12.7在任何情況下,對於任何國家基於任何理由而拒絕貨物進出口、或因貨物不 平任任何情況下,對於任何國家基於任何理由而拒絕貨物進出口、或因貨物不 平任任何情況下。對於任何國家基於任何理由而拒絕貨物進出入。或因貨物不 平任任何情況下。對於任何國家基於任何理由而拒絕貨物進出、或因貨物不 平任代の獨家有關人口要次、當地法定要求、實物指引而引致客戶的損失及損 手。LHKO 一概不負責。

- 除非與此 12 條款的規定相抵觸,此銷售條件的所有其他條款均適用於銷售 海外的貨品。
- 海外市对與108。

  3. 商業秘密和工業產權

  13. 由 LHKO 於任何時候,依合約或於履行合約或任何相關的事務往來時向客戶規格的任何工業知識。或技術情報或文件功識絕的程度,或透案情期資料予第上,在 2016年 (1998年) (1998年)

- 14. <u>终止供應和LHKO財物的回收</u>
  14.1在不損害合約任何一方已產化的權益下、LHKO 可在下列情況下停止供貨或提供服務,或在通知客戶程即時終上合約:
  () 倘若客戶作出破產行為。或其公司被委派接管人接管或進行清盤(為改組或合併目的而作出新除外);或。(i) 倘若客戶建反任何與 LHKO 訂立的合約條款或本銷售條件的任何規定;或。(ii) 倘若客戶未能如期繳付到數應繳的任何款項予 LHKO;或(ii) 倘若客戶停止或數科資權人;或(ii) 倘若客戶停止或數科資權人;或(ii) 倘若客戶停止或數科資權人;或(ii) 倘若客戶停止或數科資權人;或(ii) 倘若客戶使出數數子值權人;或(iii) 倘若客戶被目據的確立清潔。
  14.2LHKO 先前自動放棄過的權利或給予客戶的通融均不損害或防礙 LHKO 將來向客戶行使該等權利。
- 14.24.100 元明自動放棄地的權利或結予各戶的過應時分不預告或的職 LNCO 約不可 客戶行使該等權利。 14.3在不損害 LHKO 的其他權益及按合約可取得的補款下,客戶現授權 LHKO 在其 以任何理由終止向客戶供應氣體或其它負品之後,進人客戶的場地收回屬於 LHKO 的財物(包括 LHKO 氣瓶內客戶所有的任何氣體或其它設備)。
- 15. <u>不可抗力</u> 由於 LHKO <u>小可九刀</u> 由於 LHKO 不能在合理控制的情況下導致延誤履行或未有履行合約的責任, 當中包括但不限於罷工、封鎖、工業糾紛、工廠、運輸或設備的停頓等(以 下稱為"不可抗力"), LHKO 將不被視作違反與客戶之合約,及無須就此向 空戶台書。
- 16. 司法管轄 IHKIO 與客戶訂立之合約及本銷售條件均受中華人民共和國香港特別行政區 ["香港"] 法律管限,並按其解釋,謹此各方不可撤銷接受香港法院的非專 屬司法管轄權的管轄。
- 聚急情况 IHKO 將圖一切努力,以接受訂單時的價格。履行所有訂單及維持供應和服 務,如由於材料價格,人工或連輔費用的上漲,或其它不可抗力的情況。UHKO 於必要時有權更改價格、發止或延期交貨。UHKO 行使此條款之權利將不被視 作違反合約。
- 18. 一般事項 18.1 如果客戶提出要求並獲 LHKO 同意, 將 LHKO 的貨物或服務供應給由客戶指定 但非屬合約一方的任何人士、客戶須確保該等人土同意如締約方一樣受本銷 值條件約束,客戶須保障並確保 LHKO 免於因客戶未能履行本條款而招致損 中 內特受
- ·及損害。 戶未須保障並確行 LHKO 免於承擔因客戶未能履行合約而招致第三者的損 及損害。
- 大及俱告。 18.3本銷售條件適用於銷售瓶裝氣體及液化氣體,並為第19至30條款 ( "特別條件" )外的附加條件。假如本通用條件與特別條件有抵觸,則以特別條件作
- 率。 18.4LHKO 可以更改本銷售條件內各項條款,包括下述特別條件,當 LHKO 以書面 通知客戶有關修改後一個月,經修改的條文將即時生效,客戶亦將被視作同 意受修改後的條文約束。

# 瓶裝氣體

- 19. 無施稅應和退還
  19. 無施的供應和退還
  19. 全本語格條件內。
  19. 在本語格條件內。
  19. 在本語格條件內。
  19. 在本語格條件內。
  19. 在本語格條件內。
  19. 在本語格條件內。
  19. 2LHKO 無施乃 LHKO 領應的氣體。
  19. 2LHKO 無施乃 LHKO 領土 DHKO 的特別書面許可,准許客戶在其它地方使用 LHKO 氣瓶子 LHKO 無混戶供客戶在香港使用。合同移止時客戶必須聯盟所有 LHKO 氣瓶子 LHKO 驗遺的氣瓶須保持完好,有關驗還氣施的開立。抵出客戶負責。
  19. 2BK 得別 LHKO 另於 自由原息,LHKO 一概不承接外製氣瓶之充氣供應。即使 LHKO 同意提供此項服務。有關策重亦需根據 LHKO 規定的程序和法定要求進行檢驗。就參加由 LHKO 整換照限,有關實用及國際一概由客戶系統。
  19. 4B 投資下,LHKO 會和客戶事先商定,將氣瓶送到徵雙方讓定的禁却地點。
  19. 4B 股份混下,LHKO 會和客戶事先商定,將氣瓶送到徵雙方讓定的禁却地點。
  19. 4B 股份混下,LHKO 會和客戶事先商定,將氣瓶送到徵雙方讓定的禁却地點。
  19. 4B 股份混下,LHKO 商水客戶類先擔一切連輸費用,有關費用由 LHKO 整定。
  19. 4B 在於供應及在雙方數付款達成協議後,LHKO 可以增加氣無供應及使等分就計款達成協議後,LHKO 可以增加氣無供應及使等分數分數分數分數分數分數分數分數。以外、客戶須未擔一切連輸費用,有關費用由 LHKO 整定。
  19. 5B 在 10 大概 5B 不 10 大概

- 20. 氣瓶按金 20.1 除非 LHKO 另行書面同意,客戶須於繳付由 LHKO 釐訂的按金後方可使用 LHKO

- 20.2如因客戶未能履行任何有關 LHKO 氣瓶的條款而對 LHKO 增加額外費用、開 支,損失及損害,LHKO 有權扣除全部或部份按金,以作補償,如按金不足, LHKO 有權向客戶追討不足餘額。電發生上述情况時、客戶須立刻繳交相當於

- 21. 氢無租金 21.1 原非 IHKO 另行書面同意、客戶須預先繳付集期租金。金額由 LIKO 蓋釘,並載於 LIKO 又其經常出版的價目表及其他 LIKO 刊物內。假如客戶拖欠租金,客戶項立即將 LIKO 氣無難違、LIKO 無須就此提出正式要求。 21.2 如果各戶在已付租金期海前5分地歸還氣施給 LIKO 而且無須換瓶,未滿期的租金時按歧的獲券營建。為與在主疑問、客戶在歸還東鄰當月,就算該月仍未固滿,亦將被當作滿期月份,故在計算應退還的租金時。該月將不獲退 還租金。 21.3 倘若顧客在已付租金期屆滿後仍然未歸還東瓶給 LIKO, 顧客須以當時的價格 繼續支付 LIKO 棄瓶的租金,直至將氣瓶完好豁還 LIKO 熟年。 21.4 LIKO 發出的租金發票上列出的 LIKO 氣瓶租用詳情,數量及期限,乃最終認可的資料(在發票日期前的其它交易而並未載於發票內,或以下第 22.9 條款所述的情况下,則作別論)。

- 23. <u>歸還氣瓶</u>
  23. <u>倘若客戶轉還或 LHKO 技本銷售條件收回氣瓶,客戶仍須負責付清應繳但仍未缴付的氣瓶租金及氣體費用。</u>
  23.2 非經由 LHKO 回收而鬱遠的 LHKO 氣瓶,必須適當地貼上標籃註明客戶名稱和地址,而客戶亦須事先知會 LHKO 有關歸遺氣瓶的方法、數量、類別、分類號碼等(參看上文 22.4 條款)。

- 供應用途 所有面 LHKO 供應的液化氣僅供顧客專用,除非獲得 LHKO 正式的書面授權, 不能用來分裝氣瓶或容器。

- - 進出客戶場地範圍,及在進行灌充液化氣工序時,停於該場地的空礦地方。
    (i) 在該場地設立一建築物為該股備提供安全及適當的安置,其結構與規格
    必須符合 LHKO 的資本團則及更求,而且符合香港有關此類建築物的條例。LHKO 亦資本時如會客戶辦的準則,客戶並須取得及保存所有由政府 有關部門或機構發出。與與建及營建該等建築物可要至有關的地准。同 意、牌照、許可認及權力,該等建築物不得存在危險,並須具備直接通 同外的通風監施。 (iii 一切挖掘及條理工作。 (v) 安全監管在該機地上的該衛。 後,提供服交換和試驗所需要的氣體。 (v) 安全監管在該機地上的政策偏。 (d) 提供抵款被揭前電熱源,並須是LHKO認可。 (i) 提供抵款依備的電熱源,並須是LHKO認可。 (i) 接限 (HKO 不時制定的工作守則操作該設備。 (ii) 保持該設備和建築物之整率。 (v) 業上在該使備附近東衛沙之整率。 (v) 業上在該使備附近東坡物。 (v) 業上在該使備附近東坡,或域動可能下擾該股備正常運作的任何股施。 (v) 提供必須的電力和必要的建按。

- 設備不准抵押 客戶工作為抵押品。或放棄保管由 LHKD 供應及擁有的該設備。也不容許賦予 仍式作為抵押品。或放棄保管由 LHKD 供應及擁有的該設備。也不容許賦予 他方對它們的留實權。並且須支付用以快安實該設備的場地之一切租金。 發展之有頭質用。此外還預樣讓該條備免受知覺 查對或反收 如客戶 未能櫃行本條款之責任。客戶同意賠償 LHKD 因此而引致的一切損失,損害 及有關的一切費用。
- 故障通知 何若客戶發現該設備出現損毀或故障、必須立即通知LHKO, LHKO 所負責任。 值膜於由 LHKO 接到通知之時起。由於該設備在正常及按本銷售條件及 LHKO 指示的適當使用情況下出現故障而造成的液體或氣體損失。
- 交付與維修

  IHKO 有權利用任何運輸工具自由及不受限制地進出該設備所置之場地 並有權在任何運當的時候進入該處,對該設備進行檢查或維修。為了作測漏試驗,經歷試驗、修理或更換,或者其它任何有關的目的,IHKO 可以在通知客戶之後,暫時停止供應於化與,或機武該領債,IHKO 有股大區人在液化氣的供應中斷時、IHKO 將設法供應無裝壓縮氣體予客戶,價格將依此與壓縮氣體的現行市價徵收,客戶並須羅與 IHKO 數款公銷售條件、價目表或其他 IHKO 刊物內載有的有關供應無裝氣體的條件的經常規定。
- 設備操作

  □除非取得 LHKO 的書面同意或指示。客戶不可改變或以任何方式干擾該設備。
  □除了通過管道抽取和使用 LHKO 提供的蒸發成化氣之外,客戶無權利用該設備作其已任何用途,而且除了 LHKO 所供應的液化氣之外,客戶不并在該設備中放入或容許放入任何物品。若因不可抗力的原因 LHKO 不能供應或滿足客戶對液般實體的需求。或不能安排其他方法以代替液膨氣體的應,則客戶可以在上述不可抗力的原因持續期間及在取得 LHKO 書面同意的情況下,利用該設備充灌由其它可能的來源獲得的同類液化氣,但 LHKO 不保證該設備能適用於有關用途。
- 30. 設備的拆卸運移 面於期滿或任何其它原因而合約終止時、LHKO 將有權在正常工作時間進入客 戶的場址,拆卸遷移與該設備有關的一切設備,客戶須為此提供所需人手及 操作器械,並承擔有關費用。