

Aderans Hong Kong Limited

Terms and Conditions for Online Sales 2020.5.15 (final version)

1. General

- 1.1 We are Aderans Hong Kong Limited (愛德蘭絲香港有限公司) and we own and operate the website (www.aderans.com.hk) (hereinafter referred to as our website or Online-Store).
- 1.2 By using our website or any part of it, you warrant that you have read our latest Terms and Conditions and unconditionally accept and agree to be bound by our latest Terms and Conditions. Your warranty and agreement are repeated every time you use our website or any part of it.
- 1.3 We reserve our absolute rights to modify, vary or supplement all or any of the provisions under these Terms and Conditions from time to time without giving prior notice to you.
- 1.4 The modified, varied or supplemented Terms and Conditions are effective from the date they are published on our website.

2. Definitions and Interpretation

- 2.1. “Aderans”, “we”, “us”, “our” means Aderans Hong Kong Limited (愛德蘭絲香港有限公司).
- 2.2. “Content” means all text, graphics, logos, icons, photographs, images, moving visual representational images or a combination of sounds and such images, audio, computer programs, and other material featured, displayed or used in or in relation to our website.
- 2.3. “Customer”, “you” or “your” means any person, firm, company or body which places an order / orders with us.
- 2.4. “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
- 2.5. “Intellectual property rights” means any and all marks, patents, trademarks, rights in domain names, rights in designs, copyright and databases rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in confidential information and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world.

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- 2.6. “Online-Store” means the website (www.aderans.com.hk) owned and operated by us to facilitate the purchase of our products online by the customer.
- 2.7. “Product” means the items, goods and services you ordered through our website.
- 2.8. “Terms and Conditions” include but not limited to the terms and conditions, representations and warranties stated herein which may be modified, varied, or supplemented from time to time by us without prior notice.

3. Registration

- 3.1. You are required to register as a user before placing any order through our Online-Store.
- 3.2. Upon registration, you warrant that you are aged 18 years or above and are capable of forming a legally binding contract.
- 3.3. You agree to provide the true, accurate, complete and up to date upon information registration (“registration information”).
- 3.4. You agree to inform us immediately by email of any change of your registration information.
- 3.5. You must safeguard your username and password.
- 3.6. You authorise us to assume that any person using the Online-Store with your username and password is either you or is authorized to act for you. We shall not be liable to any claim, action, loss or damages sustained by you as a result of the use of your username and password by any person not authorized by you.
- 3.7. We have the absolute discretion to refuse registration of a potential customer and to suspend or terminate the registration of any customer for any reason whatsoever. Our determination is final and conclusive.
- 3.8. In the event that your account is not used for a specified period (currently, 36 months), we will, for your own and our protection, deem your account to be no longer in use, and we will deactivate your account. You will need to reapply for a new account if you wish to make further purchase at our Online-Store.

4. Order

- 4.1. Our Online-Store only accepts orders for delivery in Hong Kong or Macau to the specified billing address or for collection in designated shop of Aderans located in Hong Kong.
- 4.2. We shall make every effort to ensure product(s) displayed at our Online-Store are in stock. If from time to time any products become out of stock, we

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reserve the right to cancel the order or to offer alternative product(s) of similar value and style.

- 4.3. When you place an order, you are making an offer to buy from us you have specified at the price stated for those products. You cannot cancel an order once it has been submitted, even if our acceptance or rejection of your order is still pending.
- 4.4. Placing an order means you agree to purchase products in accordance with the Terms and Conditions set out herein. .
- 4.5. If your order is accepted by us, we will confirm with you accordingly and advise the date and time of delivery or availability for collection at our shop in Hong Kong.
- 4.6. All orders are subject to confirmation of final availability and we reserve the right to reject the order without giving any reasons.
- 4.7. Once the order is confirmed, you are not allowed to change the model, type, size, or colour of the selected product or to change to any other product except that it is agreed by us.
- 4.8. In case any applicable free gift items of your purchased products are not available, we will contact you accordingly. Subject to our final discretion, you may decide whether to accept another free gift item, cancel the order or continue to purchase the products without receiving any free gift items.
- 4.9. You warrant that when you place an order you are capable to make a legally binding contract between us.

5. Price and Payment

- 5.1. We have made every effort to make clear whether the quoted prices for products available through our website include any relevant tax or duty. You might be required to bear a liability to tax or duty (for example value added tax) imposed by operation of law that is in addition to the price.
- 5.2. We will use all reasonable endeavours to ensure that prices, details and sizes of products at our Online-Store are accurate and up-to-date. Prices are subject to change without prior notice and all orders are subject to our acceptance at our sole discretion and stock availability.
- 5.3. The prices of the products listed in our Online-Store may differ from the prices of the same products in our physical shops. The applicable price shall be the price listed in our Online-Store as at the date of purchase.
- 5.4. We use third party payment service to process online transactions. When you place an order, you agree and accept that your credit card information

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will be collected, processed, and kept by us and a payment service provider subject to its terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making credit card transaction, and in no event shall any such losses in whole or in part be borne by us.

5.5. Title to the products will not be passed to you until payment in full has been received by us.

6. Delivery

6.1. Delivery service charge applies to each purchase delivered to your specified billing address.

6.2. We use third party courier to deliver to you the products purchased by you.

6.3. Subject to the restrictions imposed by the third party courier from time to time, delivery service is available at addresses located in (i) Hong Kong, or (ii) Macau. Should you have any inquiry about delivery, please feel free to contact our Customer Services.

6.4. If no elevator service is available at the premises, we will additionally charge you a delivery fee for each floor except the ground floor. Regarding the charges of large products delivery and other additional charges, these shall be paid to the delivery staff directly. For details of the additional charges, please contact our customer service department for more details.

6.5. Delivery is available on Monday to Saturday (9:00am to 6:00pm), except public holidays.

6.6. After your order has been accepted, we will confirm with you about the delivery time and date regarding delivery of the product(s) by email together with the courier tracking number. Please check whether all your ordered products are fully delivered against the invoice/delivery note (as the case may be), then sign and return the delivery note to our courier to confirm your acceptance of products.

6.7. All expected delivery dates and time are estimates only. We shall not be liable for any loss or damages incurred or suffered by the customer as a result of any late delivery.

6.8. If for security reason or any other reasons, our courier is not able to deliver the products to the billing address as specified in your order and get your receipt confirmation, we may ask you to collect the products from our shop and will not arrange any delivery.

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- 6.9. Your purchased products shall be collected by you or your authorized representative within 15 days from the designated date of collection.
- 6.10. When picking up the product in our shop, you or your authorised representative are required to produce your email order confirmation for identity verification. We shall require you or your authorised representative to provide further information to verify your identity (such as your full name or other personal information under your account profile). If we are not satisfied that the person requesting to collect your purchased product(s) is yourself or your authorised representative, we will refuse the collection of the products in order to safeguard your interest.
- 6.11. Once the order is confirmed, you are not allowed to change the selected store for collection.
- 6.12. If your selected store is closed due to weather or any other uncontrollable factors, you may pick up the product in the same store on the next day when the store is opened.
- 6.13. In case of any dispute, our determination shall be final and conclusive.

7. Returns, Refund or Exchange

- 7.1. Unless the product supplied by us is defective, damaged (with no fault on your part), or the product is not what you ordered, we would not accept any request for return of product, exchange of product or cancellation of order.
- 7.2. No cash refund will be offered.
- 7.3. You are requested to examine the product(s) immediately for any deficiencies and/or damages of its appearance and whether all accessories are included upon delivery or collection (as the case may be). If it is the case, please contact our Customer Services.
- 7.4. Original sales receipt or relevant electronic receipt should be produced to us before product exchange is accepted.
- 7.5. You agree and accept that products acceptable for exchange is subject to stocks availability. If we have agreed that you are entitled to an exchange but the product(s) to be exchanged are sold out, we will arrange to refund your payment via PayPal.
- 7.6. We have the right to refuse to exchange a product on the ground of damage to its appearance or missing accessories once the delivery has been signed for. If any applicable gifts with purchase are damaged, we will replace them as soon as possible. No exchange will be accepted by us if the

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package of the product was unwrapped, opened or broken after the products were delivered to and accepted by you upon delivery.

- 7.7. Packing (including the recycling label where applicable), accessories, user guide and blank warranty card should be returned together with the products in good condition for exchange or refund if such exchange or refund is agreed by us.
 - 7.8. The product(s) to be returned should not be damaged, scratched, defaced or contain any trace of water damage.
 - 7.9. No exchange would be made for product(s) which has been registered on-line for warranty service or has undergone any repair.
 - 7.10. All gift item(s) must be returned together with the returned product(s); otherwise the retail value of the gift item(s) (to be determined by us solely) will be deducted from the amount refundable to you.
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8. Disclaimer, Warranties and Limitation of Liability
 - 8.1. We do not represent or warrant that access to our website or any part of it will be uninterrupted, reliable or fault-free.
 - 8.2. We do not represent or warrant to you that our website or any of its contents will be accurate, complete or reliable.
 - 8.3. We do not represent or warrant that any products will be of merchantable quality or will be fit for any purpose (even if that purpose has been previously notified to us).
 - 8.4. You agree that no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Any information which you transmit to us is transmitted at your own risk.
 - 8.5. To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of: (a) any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our website (including using our applications or software) or any information on our website; (b) the unavailability of our website (or any part of it), merchandise or services; (c) any delay in providing, or failure to provide or make available, merchandise or services, or any negligent provision of merchandise or services; (d) any merchandise not being of merchantable

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quality or fit for their intended purpose; or (e) any misrepresentation on or relating to our website, the merchandise or the services.

- 8.6. Save as required by law: (a) we will not be liable to you for any indirect or consequential loss, damage or expenses, including loss of profits, business or goodwill, arising out of any problem you notify to us, and (b) we will have no liability to pay any money to you by way of compensation except otherwise specified in these terms and conditions.
- 8.7. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the products from our website. We make no representation and accept no liability in respect of the export or import of the products you purchase.
- 8.8. None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such case our obligation, where permitted by law, will be limited to the resupply of the products to you.
- 8.9. Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these Terms and Conditions.

9. Customer's Warranties

- 9.1. You represent, warrant and covenant that you will not: (a) use our website for any fraudulent or unlawful purpose; (b) use our website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (c) interfere with or disrupt the operation of our website or the servers or networks used to make our website available; or violate any requirements, procedures, policies or regulations of such networks; (d) transmit or otherwise make available in connection with our website any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment; (e) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to our website (including our applications or software); (f) modify, adapt, translate, reverse engineer, decompile or disassemble any portion of our website (including our applications or software); (g) frame or mirror any part of the website without our express prior written consent; (h) create a database by systematically downloading and storing the Content, or any website content;

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and (i) infringe any copyright, design right and intellectual property right in the products.

10. Content

- 10.1. The intellectual property rights in all Content are owned, controlled or licensed by or to us. Except for the rights granted to you under clause 11.2, nothing in these Terms and Conditions shall confer on you any right or interest in the Content and all other rights are reserved to us.
- 10.2. Subject to these terms and conditions, you may use the Content for your own private purposes.
- 10.3. We shall use all reasonable endeavours to ensure the accuracy of the Content but gives no warranties and makes no representations, express or implied, statutory or otherwise regarding the accuracy, quality or completeness of the Content or its fitness for any purpose and we exclude any liability relating to it. We shall not be liable to any loss or damages suffered as a result of reliance by you upon the accuracy of the information contained in our website.

11. Indemnity

- 11.1. You agree to indemnify us and all of our directors, and employees, and hold us all harmless from any claim, loss, damage, cost, expense (including legal expenses) or other liability which may be incurred by us arising out of any breach of the covenants, warranties, representations and agreements herein.

12. Termination

- 12.1. We may terminate your access to our website or registration immediately if you are in breach of any of these terms and conditions.
- 12.2. Any rights that have accrued to either party at the date of termination will remain enforceable after termination.

13. Intellectual Property

- 13.1. Certain links, including hypertext links, in our website will take you outside our website. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or its content. We are not responsible for the content of any website outside our website.

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- 13.2. All intellectual property rights in the Content, design, text, graphics and other material on our website and the selection or arrangement thereof are owned, controlled or licensed by or to us. Any authorised use without our prior written permission is strictly prohibited.
 - 13.3. All marks, trademarks, product names and company names or logos used in our website are our property or that of their respective owners. No permission is given by us in respect of the use of any such marks, trademarks, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.
14. Privacy Protection
- 14.1. We are committed to safeguarding the privacy of individuals with respect to personal data. We therefore make sure that our policies and practices in relation to the collection, use, retention, transfer and access of personal data comply with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486) under the laws of Hong Kong. Please refer to our [Privacy Policy Statement](#).
15. Miscellaneous
- 15.1. Basis of supply: we only sell and deliver our products to customer who will use our products as end-user. Customer is strictly prohibited to: (a) sell or re-sell our products to any person in any part of the world; (b) give away our products together with other products sold by the customer to any person in any part of the world; or (c) use our products in the course of or in connection with any services provided by the customer to any person in any part of the world. If we believe that you are not purchasing our products as an end user, we have the absolute right to decline or cancel your order.
 - 15.2. Force majeure: We shall not be liable for any loss, delay or failure to perform caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond our control.
 - 15.3. You shall not assign, transfer or otherwise any of your rights and obligations under these Terms and Conditions to any other third party.
 - 15.4. We reserve the right at our sole discretion to deny your access to our website or any part of our website without notice and to decline to provide our products and/or services to you once you are in breach of these Terms and Conditions.

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- 15.5. If any provision of these Terms and Conditions shall be construed to be illegal or invalid, they shall be removed from these terms and it shall not affect the legality, validity and enforceability of the other provisions of these Terms and Conditions.
- 15.6. These Terms and Conditions embody the entire agreement between the parties and they supersede all previous negotiations, representations and agreement between the parties.
- 15.7. If any dispute arises, our determination shall be final and conclusive. Where these Terms and Conditions are available in Chinese, the English version is the governing version and shall prevail whenever there is a discrepancy between the two versions.
- 15.8. These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region, the People's Republic of China and the customer and we agree to submit to the exclusive jurisdiction of the Hong Kong courts.

Last Updated: 15/05/2020