

**KONICA MINOLTA BUSINESS SOLUTIONS (HONG KONG) LIMITED
GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES**

1. GENERAL PURPOSE

These General Terms and Conditions apply on the supply of Goods and/or Services by the Vendor to Konica Minolta. These General Terms and Conditions shall overrule any other terms and conditions presented in, or referred to by any offer, order acknowledgement or other similar documents. Any amendments or deviations from these General Terms and Conditions must be agreed in writing specified in detail in a Contract (as defined below) entered into between the Parties.

2. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings:

"Konica Minolta" means Konica Minolta Business Solutions (Hong Kong) Limited, whose registered office is situated in 43/F, AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong.

"Contract" means a specific contract and/or a confirmed PO or the like regarding the supply of Goods and/or Services by Vendor and entered into between Konica Minolta and the Vendor (including all appendices, agreed amendments and additions subsequently made by the parties).

"Delivery Site" means the delivery location(s) as specified by Konica Minolta, whether in the PO or otherwise, for the delivery of the Goods.

"Goods" means goods or products defined in the Contract to be provided by the Vendor to Konica Minolta under the Contract and in accordance with these General Terms and Conditions.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Party" means either Konica Minolta or Vendor and **"Parties"** means Konica Minolta and Vendor.

"Personnel" means in relation to the Vendor, any of its employees, subcontractors (including

sub-contractors' personnel), agents and representatives involved either directly or indirectly in the performance of the Services.

"PO" means the purchase order in writing issued by Konica Minolta to Vendor.

"Price" means the price payable by Konica Minolta to Vendor for the provision of the Goods and/or Services under this Agreement and as specified by Konica Minolta in the PO (as amended by the Parties from time to time).

"Quotation" means a written quotation issued by the Vendor, which includes specifications of the Goods and/or Services, and the Price the Vendor offers to supply.

"Services" means services defined in the Contract to be provided by the Vendor to Konica Minolta under the Contract and in accordance with these General Terms and Conditions.

"Term" means the duration of time for provision of Goods and/or Services by the Vendor as required by Konica Minolta in a PO, or mutually agreed by the Parties in a Contract.

"Vendor" means a company, firm or person from which Konica Minolta is purchasing Goods and/or Services.

3. SCOPE

3.1 The Vendor shall provide, and Konica Minolta shall purchase Goods and/or Services in accordance with the terms and conditions of the Contract and these General Terms and Conditions.

3.2 No exclusivity or similar rights of any kind are granted to the Vendor, and Konica Minolta is entitled to make purchases from any other 3rd party at its free discretion.

3.3 If Konica Minolta wishes to make any changes to the specifications prior to delivery, the Parties undertake to negotiate in good faith in order to agree on such changes in the specifications and the related changes in other terms and conditions of the Contract.

4. PRICE AND PAYMENT

- 4.1 The price for the Goods shall be as specified on the Contract or Quotation and shall be inclusive of all transport and insurance charges and any other applicable taxes, duties and levies other than VAT, unless otherwise agreed by Konica Minolta and specified on the Contract or Quotation, and in accordance with the relevant international commercial terms (Incoterms) if any.
- 4.2 Payment shall be made in accordance with the payment term stipulated in the PO, following receipt of the Vendor's valid invoice or the receipt of the delivery of the Goods, whichever is later, except where Konica Minolta raises an objection in good faith (whether as to the amount invoiced or the Vendor's performance or where Konica Minolta returns the Goods to the Vendor pursuant to these General Terms & Conditions).
- 4.3 Konica Minolta shall at all times be entitled to set off any amounts owing to the Vendor, whether or not due and payable, against amounts which the Vendor owes to Konica Minolta.
- 4.4 No variation of the price shall be accepted without the prior written consent of Konica Minolta.

5. SUPPLY OF GOODS

- 5.1 The Vendor shall deliver the Goods to Konica Minolta to the Delivery Site, unless otherwise specified by Konica Minolta in other written instructions.
- 5.2 The Vendor shall ensure that the Goods are properly packed and secured during shipment and delivery so as to prevent damage to the Goods during transportation.
- 5.3 Receipt of the Goods or a signature of receipt by Konica Minolta shall not constitute recognition of good quality of the Goods received, nor recognition of the accuracy of the quantities stated on the delivery or packing note.
- 5.4 If the Vendor becomes aware of any circumstances that may cause the delay in the supply of the Goods, the Vendor must take

measures to remove the threat without delay and inform Konica Minolta thereof.

- 5.5 Title of the Goods shall be transferred to Konica Minolta upon full payment of the applicable Price notwithstanding the risk of loss and damage remains with Vendor until Vendor's delivery and Konica Minolta's acceptance of the Goods.
- 5.6 Konica Minolta reserves the right to accept or reject the whole or any part of the defected Goods. If any of the Goods is rejected by Konica Minolta, the Vendor shall within 7 days and at its own costs: (i) remove those Goods which have been rejected by Konica Minolta from the Delivery Site at Vendor's own costs and risks and (ii) provide replacement to the rejected Goods, which shall be subject to the same requirement as set out in the Contract and/or Quotation in relation to the original Goods, and Konica Minolta's test for acceptance.

6. SUPPLY OF SERVICES

- 6.1 The Vendor shall supply the Services to Konica Minolta in accordance with the terms of the Contract the entire Term.
- 6.2 The Vendor shall meet any performance dates for the Services specified in the Contract and/or Quotation or that Konica Minolta notifies the Vendor and time is of the essence in relation to any of those performance dates.
- 6.3 The Vendor shall co-operate with Konica Minolta in all matters relating to the Services, and comply with all instructions of Konica Minolta. All Services will be of the highest industrial standard and in accordance with Konica Minolta's specifications.
- 6.4 The Vendor shall use those Personnel who are suitably skilled and experienced to perform tasks assigned to them, and with sufficient number of Personnel to ensure that the Vendor's obligations are fulfilled in accordance with the Contract.
- 6.5 The Vendor shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the mandatory policies.

6.6 The Vendor shall comply with any additional obligations as set out in the service specification.

7. WARRANTY AND INDEMNITY

7.1 The Vendor warrants and covenants that it has obtained all permits, licenses, authorizations and must observe, comply and satisfy all legal requirements relating to the selling of the Goods and/or Services to Konica Minolta.

7.2 The Vendor further warrants that the Goods and/or Services shall be: (i) conforming with all specifications, service levels and purposes under the Contract; (ii) free from error, defects or bugs; (iii) without any undocumented features; (iv) in compliance with all legal and regulatory requirements applicable in Hong Kong; and (v) free from infringement of intellectual property rights of any third party.

7.3 If Vendor is a reseller, Vendor warrants and covenants that it is an authorized reseller of the Goods and it shall pass all manufacturers warranties of the Goods to Konica Minolta or any other parties assigned by Konica Minolta.

7.4 Vendor shall comply with each of the rules and policies of Konica Minolta, as notified by Konica Minolta from time to time by notice to the Vendor in writing.

7.5 Vendor shall indemnify and keep fully and effectively indemnified Konica Minolta, its authorised users, assigns (“Indemnified Party”) from and against (i) all and any liabilities (including without limitation liability to pay damages or compensations), losses, damage, costs, charges and expenses incurred or suffered by the Indemnified Party, and (ii) all and any demands, claims, actions, brought or instituted by any person against the Indemnified Party which arise directly or indirectly, as a result or in connection with the Vendor’s breach of these General Terms and Conditions; the negligence, recklessness or wilful misconduct of Vendor; or Vendor’s failure to comply with or observe any law and regulation in the performance of the Contract.

7.6 Neither Konica Minolta nor its employees shall be liable in any way for or in respect of: (i) any loss of or damage to any of the Vendor’s

property or that of its employees, agents or sub-contractors howsoever caused; or (ii) any injury to or death of any of the Vendor’s employees, agents or sub-contractors save and to the extent any such injury or death is caused by the negligence of Konica Minolta.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All rights to the documents and other materials (e.g. plans, drawings, technical documents, software) made available by Konica Minolta to the Vendor for the supply of the Goods and/or the Services shall remain the property of Konica Minolta.

8.2 The Vendor is responsible for making sure that no rights of third parties will be infringed in conjunction with the supply of the Goods and/or performance of the Services.

8.3 All intellectual property rights to documents, data and other results created in the performance of the Services shall vest in Konica Minolta.

9. LIABILITY

9.1 If the Vendor fails to supply the Goods in accordance with the Contract and/or these General Terms and Conditions and/or there is a defect in the Goods, without prejudice to Konica Minolta’s right to claim or remedy, the Vendor shall without delay at its own cost remedy the breach or defect.

9.2 If Vendor fails to perform the Services in accordance with the Contract, any statement of works and/or service level agreements or Konica Minolta finds any service hereunder unsatisfactory, without prejudice to Konica Minolta’s right to claim or remedy, Vendor shall without delay at its own cost remedy the breach or failure.

9.3 If the Vendor fails to remedy the breach or defect in the Goods and/or Services within a reasonable time after having received a written notice from Konica Minolta, Konica Minolta is entitled to remedy the breach or defect itself or have it repaired by a third party at the cost of the Vendor. Alternatively, Konica Minolta shall be entitled to a reduction of the Price reflecting the difference between the defect-free Goods

and/or Services and the defective Goods and/or Services.

9.4 Without prejudice to any other right or remedy available to Konica Minolta, the Vendor shall fully indemnify Konica Minolta and hold harmless against all costs, damages, losses and claims which Konica Minolta may suffer or incur as a result of claims by third parties arising from any defect in the Goods; failure to provide Services or arising from the Vendor's breach of the code of conduct.

9.5 If either party ("defaulting party") is unable to pay its debt as they fall due, or (being an individual or firm) becomes bankrupt, or (being a company) is subject to an administration order or goes into liquidation, or a receiver is appointed of all or any part of its assets, or the defaulting party takes or suffers any other similar action in consequence of debt, or otherwise ceases or threatens to cease to carry on business, or there is a change of control of the defaulting party which may materially impact its ability to perform its obligations, or the other party reasonably apprehends that any of the events mentioned in this condition is about to occur (and notifies the defaulting party accordingly) then, without affecting any of the other party's other rights or remedies such other party is entitled to terminate the Contract or suspend any PO without incurring liability.

10. CONFIDENTIALITY

The Vendor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Vendor by Konica Minolta and any other confidential information concerning the business or products of any company belong to Konica Minolta which the Vendor may obtain and the Vendor shall restrict disclosure of such confidential material to its employees on a need-to-know basis for the purpose of discharging the Vendor's obligations to Konica Minolta and shall ensure that such employees comply with the provisions of this clause.

11. PERSONAL DATA PROTECTION

Vendor acknowledges that the Confidential Information may consist of personal data and be subject to the provisions of the Personal Data (Privacy) Ordinance, Chapter 486 of the laws of the Hong Kong Special Administrative Region ("PDPO"). Vendor agrees to comply with the provisions of the PDPO, and all other relevant laws and regulations, with respect to the Confidential Information, as if it were a data user as defined in the PDPO.

12. FORCE MAJEURE

12.1 Neither Party is liable towards the other Party for delays or failures to fulfil its obligations if the delay or failure is due to any event, which is not foreseeable and is beyond the control of the Parties and which could not have been prevented or overcome by reasonable efforts of the prevented Party ("Force Majeure"). The Party affected by Force Majeure shall be excused for its non-performance during the duration of Force Majeure. The Party affected by Force Majeure shall immediately notify the other Party about Force Majeure event and its consequences and expected duration. In the Force Majeure situation, both Parties shall use their reasonable efforts to prevent or mitigate any damage or costs caused by such Force Majeure event and to ensure the continued and undisturbed business operations of Konica Minolta.

12.2 If either Party is unable to fulfil its obligation due to a Force Majeure Event for a period exceeding sixty (60) days, either Party is entitled to terminate the Contract with immediate effect without any liability towards the other Party. The termination notice shall be delivered in writing.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 The Vendor may not assign any part of this Agreement without Konica Minolta's prior written consent. This Agreement shall be binding on the Vendor's successors and assigns.

13.2 The Vendor shall not subcontract any of its obligations under this Agreement without

Konica Minolta's prior written consent. The Vendor shall be liable for any losses, damages, costs and/or expenses incurred by Konica Minolta arising out of or in connection with the performance of the Vendor's subcontractor.

14. GOVERNING LAW

- 14.1 These conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("HKSAR"), and the parties irrevocably submit to the exclusive jurisdiction of the courts of HKSAR.
- 14.2 Konica Minolta shall have the right to amend these conditions from time to time by giving reasonable written notice to the Vendor. The Notices may be delivered by email or post, to the Party to whom the Notice is addressed at its address shown in the Contract or Quotation.

15. ANTI-BRIBERY

Vendor shall, and shall procure that its agents, directors, employees, officers and subcontractors shall, (i) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct; (ii) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"); and (iii) have and maintain in place throughout the term of supply, adequate policies and procedures to ensure compliance with the Anti-Bribery Laws.

16. HEALTH, SAFETY AND ENVIRONMENT

- 16.1 Vendor shall comply with all relevant health, safety and environmental legislation and laws in force from time to time.
- 16.2 Vendor shall comply with Konica Minolta's health, safety and environmental policies and associated standards applicable from time to time.