ROBOTIC MAINTENANCE Terms and Conditions

1. Commencement

- 1.1 This Agreement will come into force if and when it has been signed by the authorized persons of both parties and its duplicate has been returned to Konica Minolta together with any necessary payment as stated overleaf within one month before the Original Expiration Date. 1.2
 - This Agreement shall be automatically renewed for a successive period of 12 months (each a "Renewed Maintenance Period") unless:
 - the Customer notifies Konica Minolta in writing for termination at least 60 days before the expiration of the Maintenance Period or any (a) Renewed Maintenance Period. All the terms and conditions, (except the Maintenance Fee mentioned herein which is to be agreed by both parties prior to autorenewal) of this Agreement will continue to be valid and effective during a Renewed Maintenance Period; or
 - Konica Minolta notifies the Customer in writing for termination before the expiration of the Maintenance Period or any Renewed (b) Maintenance Period.
- 1.3 Maintenance Fee for the coming Renewed Maintenance Period will be quoted to the Customer prior to end of the current contract period (the "Renew Fee"). Customer shall be deemed to agree to continue to subscribe the Services for a Renewed Maintenance Period under the Renew Fee if Konica Minolta does not receive any notice from Customer of the contrary as per clause 1.2 (a) above.
- 1.4 All payments made shall be non-refundable.

Konica Minolta's Responsibilities 2.

- 2.1 Subject to Clause 2.2 below, Konica Minolta is under a duty to provide the Services for the Robot under fair tear and wear within the Maintenance Period set out under this Agreement, during its regular business hours (Mondays to Fridays: from 9:00a.m. to 6:00p.m.; in all cases excluding Saturdays, Sundays and public holidays (for the purpose of this Agreement, "public holidays" means days which are holidays for banks, public office and Government departments in the Hong Kong Special Administrative Region ("Hong Kong")) :
 - subject to separate quotation, replace parts necessary for the efficient working of the Robot. All replaced parts removed from the Robot (a) will become the property of Konica Minolta; and/or
 - service the Robot (i.e. inspect, adjust and repair); and/or (b)
 - subject to prior appointment by the Customer, arrange monthly preventive maintenance to the Robot (c)

PROVIDED THAT the Customer shall (i) duly comply with the terms of this Agreement in all respects and (ii) pay all applicable fees. Customer can contact Konica Minolta at 2565 8181 or by email at bhkg servicectr@bhk.konicaminolta.hk.

- 2.2 In the event that Konica Minolta accommodates the Customer's request for providing the Services outside Konica Minolta's regular business hours under special circumstances, Konica Minolta shall be entitled to charge the Customer overtime labour rates for the Services so provided. For safety reasons, the Services may be suspended without prior notice when adverse weather conditions like Typhoon Signal No. 8 or above or Black Rainstorm Warning Signal or landslip warnings or flood warnings is hoisted.
- If any Robot is placed at or moved to outlying island or remote area which are not accessible through land transport, Konica Minolta may 2.3 choose to suspend the Services or to provide the Services, but in such a case, the Customer shall or reimburse Konica Minolta extra expenses, including but not limited to transportation arrangement and expenses.

3. **Exclusions of Services:**

The Services do not include:

- general cleaning, or any kind of cosmetic improvement services to the Robots (a)
- repair of damage arising from the act, error, fault, neglect, misuse, improper operation or omission of the Customer or its employees, or (b) any other third parties;
- (c)repair of damage arising from changes, alterations, additions or modifications of the Robot by a person other than Konica Minolta;
- (d) repair of damage caused by the operation of the Robot other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of Konica Minolta or its personnel;
- (e) repair of damage arising from the re-installation, moving or removing of the Robot by a person other than Konica Minolta;
- repair of damage caused by incorrect or improper power supply or any circumstances beyond Konica Minolta's reasonable control; (f)
- repair or replace accessories, attachments, supplies, spare parts, consumables or items associated with the Robot not supplied by (g) Konica Minolta;
- if a cleaning robot is not using detergent recommended by Konica Minolta or not following the diluted ratio recommended by Konica (h) Minolta which cause the robot malfunction.
- (i) if the Robot is located outside Hong Kong.

Customer's Responsibilities 4.

- 4.1 For the avoidance of doubt, it is expressly acknowledged and agreed that once this Agreement has come into force, or any Renewed Maintenance Period has been commenced pursuant to Clause 1 of this Terms and Conditions, the Customer shall be liable to make all payments for which it is liable hereunder in accordance with this Terms and Conditions.
- Any statement or invoice issued by Konica Minolta, save for manifest error, shall be settled by the Customer in full within 14 days from the 4.2 date of invoice without any set-off, deduction, counter-claim or withholding (except as required by law), all payments made are non-refundable.
- The Customer shall ensure that Konica Minolta's personnel or representatives have full and safe access to the Robot and are provided with a 43 safe, secure and accessible working environment at all times for the purpose of providing the Services.
- 4.4 The Customer shall keep the Robot in good and serviceable repair and condition at all times at the Customer's own expenses and follow Konica Minolta's recommendation and instructions (if any) as to daily operational servicing and maintenance and shall promptly inform Konica Minolta to replace all broken, missing, damaged or defective parts during the Maintenance Period.
- The Customer shall not carry out or attempt to carry out any modifications to repair of, experiments on, or maintenance of the Robot other 4.5 than day to day maintenance and the Customer shall not permit any other person except Konica Minolta's personnel or representatives to carry out such work.
- The Customer shall not use any items, consumables or parts with or for the Robot unless these items, consumables or parts are supplied or 4.6 authorized by Konica Minolta.
- The Customer shall pay for any extra fee charged by Konica Minolta for any additional maintenance caused by or resulting from unauthorized 4.7 attachments or alterations to any Robot. Konica Minolta reserves the right not to repair or maintain the Robot if the attachments or alterations, in the opinion of Konica Minolta, have rendered the Robot dangerous or unserviceable. In any such case, Konica Minolta may suspend the provision of Service or goods (e.g. consumables) under this Agreement and the Customer shall upon request by Konica Minolta restore the Robot to its original state within 15 days, failing which Konica Minolta may terminate this Agreement at any time without further notice.

4.8 The Customer will reimburse Konica Minolta all reasonable out-of-pocket expenses paid or incurred by Konica Minolta or any other reimbursable items in connection with the Services. Konica Minolta will issue a separate invoice for such expenses together with the appropriate supporting documents to the Customer. Such expenses will be deemed accepted or approved by the Customer if Konica Minolta has not received written rejection with the reason for such rejection within 7 days from the date of invoice.

5. <u>Fees and Charges</u>

- 5.1 Konica Minolta reserves the right to vary the fees and charges payable by the Customer under this Agreement or the basis of such fees and charges at any time upon 30-days' written notice to the Customer.
- 5.2 For outlying islands or remote area, extra fees will be charged by Konica Minolta and in case workshop service is needed, the Customer shall be responsible for transportation and expenses for transporting the Robot to and from Konica Minolta's service centre.
- 5.3 Extra fee is applicable to (assessed by man hour under the usual rate of Konica Minolta) for any machine or robot disassembling request.
- 5.4 Without limiting any other remedies or rights that Konica Minolta have hereunder, if the Customer does not pay Konica Minolta on time, Konica Minolta shall have the rights to cancel or suspend any other outstanding Services until the Customer has paid the outstanding amounts or Konica Minolta shall have the rights to terminate this Agreement.

6. <u>Service Address</u>

- 6.1 The Customer shall notify Konica Minolta with 15-days' prior written notice of any change in the location of any Robot ("Service Address") (the initial one being stated on the first page of this Agreement). Otherwise, Konica Minolta may terminate this Agreement without further notice or charge an extra Maintenance Fees.
- 6.2 If the Service Address for a Robot is in a place outside Hong Kong, Konica Minolta shall be under no duty to provide or continue the provision of the Service for that Robot to the Customer but the Customer shall not thereby be released from its other obligations under this Agreement.

7. <u>Liabilities</u>

- 7.1 The following provisions shall apply to the extent permitted by the applicable law:
 - (a) Konica Minolta shall not be liable to the Customer for any loss or damage resulting directly or howsoever indirectly from the provision of Services by Konica Minolta hereunder being prevented, hindered or delayed by reason of circumstances or causes beyond its reasonable control or which are not occasioned by its fault or negligence, including but not limited to war, riots, acts of God, trade dispute or labour disturbance, accidents, break down of plant or machinery, fires, storms, floods, electricity default and other natural calamities or results from the Customer's failure to perform its duties hereunder or any other circumstances whatsoever affecting the provision of Services.
 - (b) Konica Minolta gives no warranty or representations as to the merchantable quality or fitness for purpose of any parts or consumables supplied by Konica Minolta hereunder and shall not be liable for any loss or damage suffered by the Customer save and except the same is caused by Konica Minolta's negligence, willful act or default.
 - (c) Konica Minolta shall not be liable to the Customer for any loss or alteration of data or information saved in the Customer's network or any injury or damages or loss caused to the Customer or its employees or properties arising directly or indirectly from the use of any Robot save and except the same is caused by the wilful act or default of the employee of Konica Minolta.
 - (d) Konica Minolta shall not be liable to the Customer, its employee, agent or contractor, or any third party, for any loss (including but without limitation to loss of business, profit or revenue or any other consequential loss) or damage resulting directly or indirectly from the Services, Robot troubles, defects or malfunctioning of any Robot or failure to provide maintenance or supply of parts or consumables.
 - (e) Konica Minolta shall have no responsibility or liability for the Robot or Services supplied by persons other than Konica Minolta for modifications to any Robot that are made by persons other than Konica Minolta's employee. The Customer shall keep Konica Minolta and its employees fully indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Customer, its employees, agents or servants or infringement of any third party's intellectual property rights by the Customer and shall pay to Konica Minolta all costs, charges and losses sustained or incurred by Konica Minolta as a result of Konica Minolta being prevented or delayed from performing its obligations hereunder by reason of any act or omission of the Customer, its employees, agents or servants.
- 7.2 In any event, Konica Minolta's liability to Customer under this Agreement shall not exceed the total amount paid by Customer to Konica Minolta pursuant to this Agreement for the Services.

8. <u>Termination</u>

- 8.1 Konica Minolta may terminate this Agreement :-
 - (a) with immediate effect by written notice to the Customer in default of payment of any invoice exceeding 14 days; or
 - (b) upon written notice to the Customer if the Customer materially breaches any term of this Agreement or otherwise fails to satisfy any promise or covenant made herein, and further provided that the Customer shall fail to cure said breach or failure within 15 days' period; or
 - (c) if a bankruptcy petition relating to the Customer is presented, or the Customer enters into compulsory or voluntary liquidation, or have a receiving order made against it, or makes any arrangement with its creditors or makes any assignment for the benefit of such creditors; or
 - (d) with prior written notice to Customer, if parts and/or consumables are no longer available for any of the Robot, or the manufacturer of has announced the end of product life cycle for the Robot; or
 - (e) with or without cause, upon 30 days' written notice of intent to terminate to Customer.
- 8.2 Termination of this Agreement for any reason shall not affect the right of Konica Minolta to :-
 - (a) recover from the Customer any monies due to Konica Minolta on or before such termination or in consequence thereof including any sums which, if incurred prior to the relevant date, would be payable;
 - (b) recover from the Customer any costs and expenses incurred by Konica Minolta in collecting any payments due hereunder or otherwise in obtaining the due performance of the obligations of the Customer hereunder;
 - (c) claim from Customer any damages for breach of this Agreement; and
 - (d) suspend any further Services or other obligations to the Customer (without being liable to Customer for any losses so caused).
- 8.3 Termination of Services with respect to a particular robot pursuant to Clause 4.7, and/or Clause 8.1(d) above shall not affect the subsistence of this Agreement with respect to the other robots.
- 8.4 Termination of this Agreement for whatsoever reason shall not discharge the Customer from any existing obligations or affect any party's rights accrued due on or prior to the date of termination.

9. <u>General</u>

- 9.1 If any term or condition of this Agreement shall become illegal, invalid or unenforceable for any reason, the legality, validity or enforceability of the remaining provisions shall not be in any way be affected or impaired.
- 9.2 No failure or delay in the part of Konica Minolta to exercise any right or remedy under this Agreement shall be construed as a waiver thereof nor shall single or partial exercise of any right or remedy preclude the further exercise of such right or remedy, as the case may be.
- 9.3 This Agreement cannot be assigned or transferred by the Customer without the prior written consent of Konica Minolta.
- 9.4 Konica Minolta reserves the right to update these general terms and conditions from time to time without prior notice.
- 9.5 Any amendment to this Agreement shall be binding only if it is recorded in a document signed by both parties.
- 9.6 The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- 9.7 This Agreement is written in English language. Translated versions in any other language are for reference only. The English version shall be the governing version which shall prevail whenever there is any discrepancy between the English version and a version in another language.
- 9.8 This Agreement shall be governed by the laws of Hong Kong and constitutes the entire agreement between the Customer and Konica Minolta with respect to the subject matter hereof and no responsibility or statement not contained in this Agreement shall be binding on Konica Minolta as a warranty or otherwise.

機械人保養條款及細則

1. <u>開始生效</u>

- 1.1 本協議經雙方授權之人士簽署及本協議副本連同背頁所列之有關款項於原屆滿日期終止前一個月內交回柯尼卡美能達即開始生效。
- 1.2 本協議會自動續約 12 個月(各稱為"續保期"),所有條款及細則(除本協議中提到的保養費,須在自動續約前由雙方同意外)將在 各個續保期內維持生效,除非:-
 - (a) 客戶在保養期或續保期完結前至少 60 天以書面通知柯尼卡美能達結束服務; 或
 - (b) 柯尼卡美能達保養期或續保期完結前以書面通知柯尼卡美能達結束服務。
- 1.3 柯尼卡美能達將在當前合約期結束之前向客戶作出續約報價("續保費用")。如果柯尼卡美能達未收到客戶根據上述第 1.2 (a)條提出的通知,則應視為客戶同意按照續保費用在續保期內繼續使用服務。
- 1.4 所有已繳的費用均不作退款。

2. <u>柯尼卡美能達的責任</u>

- 2.1 受制於下述第2.2 條, 柯尼卡美能達根據本協議有責任於保養期內為該經由正常使用及損耗的機械人提供維修保養服務, 並應在其正常營業時間內(週一至週五:早上九時至下午六時;週六、週日及公眾假期除外)(本協議所指的「公眾假期」是指香港特別行政區("香港")的銀行、公共機構辦事處以及政府部門的休息日):
 - (a) 為該機械人的有效運作更換必須部件(從該機械人拆除及被更換的所有部件將歸屬柯尼卡美能達);及/或
 - (b) 免費檢修(即檢查、調校及維修)該機械人;及/或
 - (c) 根據客戶的預約,安排每月對機械人進行預防性例行檢查。

但客戶應(I)全面遵守本協議的條款及(II)支付所有適用費用。客戶可致電 2565 8181 或電郵致 <u>bhkg servicectr@bhk.konicaminolta.hk</u> 與柯尼卡美能達聯絡。

- 2.2 若柯尼卡美能達為配合客戶提出在特殊情況下於正常營業時間以外提供服務的要求,柯尼卡美能達將有權向客戶收取超時工作費用。 基於安全理由,若天氣狀況惡劣如八號颱風信號或以上、暴雨警號信號、山泥傾瀉警告、洪水警告發出,該服務將隨時暫停而不會另 行通知。
- 2.3 如該機械人的安裝地點或搬遷地點為離島或其他非陸路運輸可以到達的偏遠地區,柯尼卡美能達可選擇中止或繼續為該機械人提供服務。惟在此情況下,客戶應承擔柯尼卡美能達的所有額外費用,包括但不限於交通安排及費用。

3. 服務以外範圍

服務範圍並不包括以下服務:

- (a) 一般機身清潔、或任何外觀改善服務;
- (b) 維修由客戶或其僱員或任何其他第三方之行為、錯誤、過失、疏忽、濫用、不正當使用或遺漏而引起的損壞;
- (c) 維修由非柯尼卡美能達對該機械人進行之改變、修改、增加或改裝而引起的損壞;
- (d) 維修由於不按該機械人的規格使用該機械人或不按柯尼卡美能達或其僱員提供之指示、指令或建議而引起的損壞;
- (e) 維修由非柯尼卡美能達對該機械人之重置,移動或移除該機械人而引起的損壞;
- (f) 維修由不正確或不恰當電力提供或非柯尼卡美能達可合理地控制的情況下而引起的損壞;
- (g) 維修或更換非柯尼卡美能達提供的配件、附件、供應、零件、消耗品或與該機械人連繫的物品;
- (h) 如清潔機械人使用非柯尼卡美能達所建議的清潔液或清潔液稀釋比例不跟從建議所引致該機械人出現的問題;
- (i) 該機械人的服務地點並非香港。

4. <u>客戶的責任</u>

- 4.1 本協議一旦根據本條款及細則第一條生效,或任何續保期開始生效,客戶應按照本條款及細則支付其有責任支付之所有款項。
- 4.2 任何由柯尼卡美能達發出之結算單或發票,除非有明顯錯誤,否則客戶須按照發票所列之應付金額在發票發出日期 14 天內全數支 付所有費用,不得作任何抵償、扣減、反訴或預扣(法律規定者除外),所有已繳費用將不獲退還。
- 4.3 客戶應確保柯尼卡美能達的人員或代表有權及安全地進接該機械人,客戶亦應提供安全、穩當及無障礙的環境以便提供該服務。
- 4.4 客戶應自行承擔費用以隨時保持該機械人處於良好及可用的修護狀態,並按照柯尼卡美能達的建議(倘有)進行日常操作的維修和保養,並於保養期內立即通知柯尼卡美能達更換所有破損、丟失、損壞或故障的部件。
- 4.5 客戶不得對該機械人進行或嘗試進行任何維修上的調校、測試或保養,日常的保養除外。客戶亦不應容許柯尼卡美能達授權代表或人員以外的人員進行該工作。
- 4.6 客戶不得使用非由柯尼卡美能達提供或認可的物品、消耗品或部件與該機械人共同使用或將之使用於該機械人。
- 4.7 因客戶未獲授權對該機械人進行增加附加物或改動,使柯尼卡美能達需要提供額外保養,客戶應支付此額外費用。柯尼卡美能達保 留對該機械人維修或保養的權利如該附加物或改動會引致該機械人成為危險物或不能投入服務。為此,柯尼卡美能達按本協議可暫

停提供該服務或貨品 (即消耗品),客戶應在柯尼卡美能達要求下 ,於 15 天內將該機械人還原,否則柯尼卡美能達可隨時終止本協 議,恕不另行通知。

4.8 客戶應補償柯尼卡美能達所有合理的代支費用或其他與該服務有關可報銷的項目。柯尼卡美能達將向客戶另發發票列明有關費用及連同合適文件。如柯尼卡美能達於發出發票起 7 天內並沒有收到反對通知 (包括反對或不接受之原因),該費用將被視為客戶已接受或批准。

5. 費用及收費

- 5.1 柯尼卡美能達保留權利以隨時更改本協議中客戶須支付之費用及收費,或該等費用及收費的基準,惟須在30天前書面通知客戶。
- 5.2 若該機械人的安裝地點為離島或偏遠地區,柯尼卡美能達將收取額外費用。如需要維修站服務,客戶應負責該機械人往返維修站之 交通及費用。
- 5.3 若客戶要求拆卸任何機器或機械人,客戶應支付額外費用(按照工時及柯尼卡美能達之一般工費釐定)。
- 5.4 在不受限制柯尼卡美能達在本協議項下的其他權利及補償的情況下,如客戶未能按時支付柯尼卡美能達的費用時,柯尼卡美能達有權 取消或暫停任何未完成之服務直至客戶支付所欠之款項或柯尼卡美能達有權終止本協議。

6. 服務地址

- 6.1 客戶應提前 15 天書面通知柯尼卡美能達有關該機械人之服務地址("服務地址")之任何更改(首個地址列明於本協議第一頁)。否 則柯尼卡美能達得終止本協議而不會另行通知或有權收取額外保養費。
- 6.2 如該機械人之服務地址在香港以外之地方,柯尼卡美能達將沒有義務為客戶提供或繼續為該機械人提供服務,但客戶並不因此獲免除 本協議下之其他義務。

7. <u>責任</u>

- 7.1 以下條款適用範圍以相關法律為准:
 - (a) 若客戶因不論直接或間接使用由柯尼卡美能達依此提供之服務,而做成阻卻、妨礙或延誤之原因為柯尼卡美能達合理控制範圍外的情況或理由、或非因其過錯或忽略,包括但不限於戰爭、暴亂、自然災害、貿易糾紛或勞動爭拗、意外、機械或機器故障、 火災、風暴、洪水、電力故障及其他自然災難,或任何其他影響該服務提供的情況,柯尼卡美能達概不為客戶承擔為此做成的 任何損失或損害。
 - (b) 柯尼卡美能達不保證或代表其所提供任何部件或消耗品的可商售性或適用性,且不對客戶所遭遇的,非由柯尼卡美能達之疏 忽、故意行為或違約造成的任何損失或損害承擔責任。
 - (c) 客戶因使用該機械人直接或間接導致儲存於網絡的數據或資料有任何損失、變動、對其員工或財物造成的任何損失或損害,柯 尼卡美能達不承擔責任(因柯尼卡美能員工達之疏忽、故意行為除外)。
 - (d) 客戶或其員工或代理人或承包商或任何第三方的任何損失(包括但不限於業務、利潤或收益損失或任何其他後續損失)或損害, 直接或間接由於該服務或該機械人的機械問題、缺陷或故障或未能維修或供應部件或消耗品,柯尼卡美能達概不承擔任何責任。
 - (e) 該機械人的任何變動或非由柯尼卡美能達員工提供的服務,柯尼卡美能達概不承擔任何責任。客戶應保障並保持柯尼卡美能達 及其員工免受任何原因導致的人身傷亡、財產損失的賠償,以及免於任何人因客戶或其員工或代理人或僱員的疏忽行為、遺漏、 違反本協議或侵犯任何第三者的知識產權及支付因客戶或其員工或代理人或僱員的行為或遺漏,以致柯尼卡美能達未能或延遲 完成其任務而要承受或引致的所有成本、費用及損失。
- 7.2 在任何情况下,柯尼卡美能達在本協議對客戶的責任應不超過客戶已支付柯尼卡美能達本協議項下的服務金額總額。

8. 協議終止

- 8.1 柯尼卡美能達可按照以下情況終止本協議:
 - (a) 經書面通知即時終止本協議,如客戶超過14天仍未繳付任何發票;或
 - (b) 經書面通知,如客戶違反本協議之任何條款或細則,或未能實現本協議之任何約定或承諾,而客戶未能於15天內作出更正:或
 - (c) 若客戶被提起有關的破產申請,或客戶進行強制或自願清算,或提出接管令反對之,或與其債權人作出任何安排或有益於該等 債權人的任何安排;或
 - (d) 經書面通知,若任何機械人的零件和/或消耗品停止供應,或製造商已宣布機械人的產品生命週期結束;或
 - (e) 提前 30 天經書面通知客戶終止,不論有否提供理由。
- 8.2 不論任何理由終止本協議, 柯尼卡美能達以下的權利將不受影響:
 - (a) 向客戶收回本協議終止時或之前按相關條款規定應付而未付的款項;
 - (b) 向客戶收回任何收取付款時或按本協議確保按本協議適當履行義務時,柯尼卡美能達所付出的任何成本和費用;
 - (c) 向客戶收取因其違反本協議的損失; 及
 - (d) 暫停任何服務或義務(而不需對客戶的任何損失負責)。
- 8.3 根據第 4.7 條及 8.1(d) 條終止本協議中有關對個別機械人的保養不會影響本協議中對其他機械人的服務,協議的其餘部分會維持效。
- 8.4 不論終止原因為何,終止本協議不得影響任何一方在終止日或之前所產生之權利。

9. 一般條款

- 9.1 如本協議之任何條款或細則因任何原因變為非法、無效或不能執行,其餘條款之合法性、有效性及可執行性於任何情況下均不受影響 或受損。
- 9.2 按具體情況,柯尼卡美能達未能行使或延遲行使任何權利或補救措施,不得解釋為其棄權,而任何單獨或部分行使任何權利或補救措施,亦不妨礙將來行使該等權利或補救措施。
- 9.3 未經柯尼卡美能達事先書面同意,客戶不得將本協議轉移或轉讓。
- 9.4 柯尼卡美能達保留不時更新此一般條款和細則的權利, 恕不另行通知。
- 9.5 本協議任何修改須經各方簽署記錄在案,方具約束力。
- 9.6 雙方聲明本協議並沒有賦予或意圖賦予第三者可因香港法例第 623 章合約(第三者權利)條例所列之任何利益或權利以強制執行本協議 的任何條款內容。
- 9.7 本協議以英文書就。任何其他語言翻譯均為參考用途,當英文版本及其他語言版本不一致時,將以英文版本為準。
- 9.8 本協議按香港法律解釋並構成各方與本交易相關之全部協議。其他本協議沒有包括的責任或聲明,柯尼卡美能達將不會受約束或作出 保證。