

CONTRACT FOR GOODS

THIS CONTRACT FOR GOODS (this “Contract”) is entered into on this _____ day of _____, _____ by and between:

(1) **HONG KONG SCIENCE AND TECHNOLOGY PARKS CORPORATION** (“HKSTP”), a corporation duly incorporated under the laws of Hong Kong, having its principal offices at 8/F, Bio-Informatics Centre, No. 2 Science Park West Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong; and

(2) _____
(the “Supplier”), a corporation duly incorporated under the laws of Hong Kong, having its principal offices in _____

ARTICLE 1. DEFINITIONS

As used in this Contract:

“Contract” means this contract, together with the General Terms and Conditions of Purchase and any individual Purchase Order issued under it;

“General Terms and Conditions of Purchase” shall mean the terms and conditions set out in Annex 2;

“Goods” shall mean the goods to be purchased by HKSTP from the Supplier as more fully described in Annex 1;

“HK\$” shall mean Hong Kong dollars, the lawful currency of Hong Kong;

“HKIAC” shall mean the Hong Kong International Arbitration Centre;

“HKSTP SHE Handbook” means the Safety Health and Environment Handbook of HKSTP

“Party” shall mean either the Supplier or HKSTP; and the expression “Parties” shall mean both of them;

“Purchase Order” shall mean any purchase order in respect of the supply of Goods by the Supplier issued and delivered to the Supplier referencing this Contract;

“Purchase Price” shall have the meaning ascribed to such term in Article 4;

“UNCITRAL” shall mean United Nations Commission on International Trade Law.

ARTICLE 2. PURCHASE OF GOODS

The Supplier hereby agrees to sell to HKSTP, and HKSTP agrees to purchase from the Supplier the Goods on the terms set out in this Contract.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

This Contract incorporates the General Terms and Conditions of Purchase which shall apply to all sales made by the Supplier to HKSTP under this Contract. To the extent that the terms in this Contract conflict with the terms in the General Terms and Conditions of Purchase, the terms in this Contract shall prevail.

ARTICLE 4. PURCHASE PRICE, QUANTITY AND DELIVERY DATES

HKSTP agrees to purchase the Goods from the Supplier in the total quantity and at the Purchase Price set out in Annex 1 (being the price in the Supplier's quotation submitted and accepted prior to the date of this Contract). In consideration of the Purchase Price payable by HKSTP to the Supplier, the Supplier agrees to supply and deliver the Goods in such quantity in accordance with the delivery date/schedule set out in Annex 1 and/or such Purchase Orders as may be issued by HKSTP under this Contract.

ARTICLE 5. CURRENCY

For the avoidance of doubt and unless otherwise agreed by the Parties, all invoices issued by the Supplier to HKSTP shall be denominated in HK\$ only and HKSTP shall make payment in respect of an invoice from the Supplier in HK\$ only.

ARTICLE 6. CANCELLATION

Save as provided in the General Terms and Conditions and subject to the provisions stated below in this Article 6, no Party may cancel this Contract without the consent of the other Party, which if given shall be deemed to be on the express condition that the Party initiating the cancellation shall indemnify the other Party against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

Notwithstanding the foregoing, HKSTP shall be entitled to cancel this Contract or any individual Purchase Order if Goods subject to a Purchaser Order are not delivered by the Supplier by the end of a period of 30 days after the delivery date or each of the delivery dates (if delivery shall be made in installments) as specified in Annex 1 hereto or if applicable the Purchase Order. In such event, the Supplier shall indemnify HKSTP from and against all losses and damages suffered by HKSTP as a result of non-delivery or late delivery of the Goods.

ARTICLE 7. GOVERNING LAWS AND DISPUTE RESOLUTION

This Contract shall be governed by the laws of Hong Kong. If any dispute arises between the Parties in respect of this Contract, the Parties shall conduct friendly discussions with

the view to resolving such dispute. If the dispute is not resolved within a maximum of 60 days following such discussions are first conducted, the Parties agree that such dispute may be referred to arbitration to be managed by the HKIAC in accordance with the UNCITRAL Arbitration Rules in force as at the time of arbitration. The Parties agree that the decision of the HKIAC shall be final and binding. The fees of arbitration shall be borne by the Parties in such portion as may be determined by the HKIAC.

ARTICLE 8. MISCELLANEOUS

Failure or delay on the part of either Party to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof. Except to the extent authorized by HKSTP, the Supplier agrees to keep secret and confidential, not to disclose or make any use of information obtained in respect of HKSTP or related to the Goods or any information contained in this Contract except to the extent such information is in or subsequently comes into the public domain. This Contract may not be modified or amended without the written consent of both Parties. This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersedes all prior discussions, negotiations and agreements between them. Any notice or written communication provided for in this Contract by either Party to the other shall be made in English and delivered by personal delivery or post; or transmitted by facsimile addressed to the other Party. The date of receipt of a notice or communication hereunder shall be deemed to be 5 days if delivered by post and if transmitted by facsimile upon receipt of a transmission receipt identifying the machine of the intended recipient. All notices and communications shall be sent to the appropriate address set forth herein, until the same is changed by notice given in writing to the other Party.

ARTICLE 9. EXCLUSION OF THIRD PARTY RIGHTS

Notwithstanding any other provisions of this Agreement and save for expressly provided for in this Contract, any person who is not a party thereto shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Contract. For the avoidable of doubt, this provision does not affect any right or remedy of a third party which exists or is available apart from the said Ordinance.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed by their duly authorized officers.

For and on behalf of:

For and on behalf of:

**HONG KONG SCIENCE AND
TECHNOLOGY PARKS CORPORATION
(HKSTP)**

Name:
Title:

Name:
Title:

ANNEX 1

GOODS

Description of Goods

Unit Price
(HK\$)

Quantity

Delivery Dates/Schedule:

Payment Terms:

ANNEX 2

GENERAL TERMS AND CONDITIONS OF PURCHASE

Hong Kong Science and Technology Parks Corporation is hereinafter referred to HKSTP and the person or company from whom the Goods have been ordered is hereinafter referred to as Supplier.

1. TERMS

Supplier's shipment of the Goods shall be deemed and construed as Supplier's acceptance of HKSTP terms and conditions as set out in this Contract. Any variance of said terms and conditions must be effected in writing by HKSTP. Purchase Orders issued by HKSTP may be cancelled or amended by HKSTP at any time prior to shipment of the Goods by written notice to the Supplier without liability on HKSTP. HKSTP shall not be bound by any terms and conditions stipulated in any of Supplier's forms and documents.

2. PURCHASE PRICE

The Purchase Price must not be higher than that set out in Annex 1 without obtaining HKSTP's prior consent in writing. Unless otherwise specified, the Purchase Price stated in any Purchase Order issued by HKSTP includes all charges and expenses of Supplier, as well as freight and insurance to destination including packing, shipping, handling, and any and all applicable taxes. HKSTP shall have no obligation to pay for any Goods prior to its acceptance of same.

3. PAYMENT

Supplier shall render to HKSTP invoices and such other documentation requested by HKSTP, including but not limited to bills of lading, custom forms, export licenses and permits, country of origin statements, packing lists, delivery receipts and such other documentation as HKSTP may reasonably require. Unless specified on the Purchase Order, the Goods ordered by HKSTP shall be paid by HKSTP to Supplier in Hong Kong Dollars within thirty (30) days after the invoice date and within thirty (30) days after satisfactory completion of the UAT if applicable. No invoice shall be dated prior to the date of delivery and approval of the Goods by HKSTP. If HKSTP fails to fulfill its payment obligation in a timely fashion, it must be given notice of default and granted a reasonable term by Supplier in which to fulfill its payment obligation before it will actually be in default. If HKSTP objects to an invoice and the Goods delivered, it may suspend payment, without prejudice to any of its other rights. HKSTP shall, in its sole discretion, be entitled to set off any claim against Supplier against any invoice of Supplier.

4. DELIVERY

In matters of delivery, when a delivery date or schedule is specified, time is of the essence. HKSTP reserves the right to refuse any Goods and to cancel without liability, all or any part of any order if Supplier fails to deliver all or any part of the Goods (if delivery by installment is permitted) in accordance with the terms hereof,

failing in which, HKSTP reserves the right to purchase elsewhere and charge Supplier with any loss or additional cost incurred thereon, unless a deferred shipment is agreed in writing. Risk of loss or damage to the Goods shall remain with Supplier until HKSTP's acceptance of the same. Title in the Goods shall pass at delivery and acceptance of the Goods without prejudice to HKSTP's right to reject or to claim damages at HKSTP's option after delivery and/or acceptance. All Goods ordered are subject to final inspection, approval and acceptance by HKSTP. HKSTP may by notice in writing to Supplier reject the Goods or part thereof before or after delivery on anticipated or actual failure of Supplier to comply with its obligations herein and thereafter the rejected goods shall be at Supplier's risk and returned at Supplier's expense and Supplier shall reimburse HKSTP for any monies or expenses paid and losses and damages incurred by HKSTP.

5. WARRANTY

Supplier warrants to HKSTP that all Goods to be furnished under this Contract and/or any Purchase Order will (a) conform with the applicable specification(s), drawing(s), description(s) or sample(s) provided to HKSTP; (b) be new ; (c) be free of defects; (d) be of merchantable quality and fit for their intended purpose; and (e) be in compliance with all laws of Hong Kong including the warranty implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) which stipulate that (i) the Supplier has a right to sell the Goods which are free and will remain free until their delivery from any charge or encumbrance and if there is such charge or encumbrance, it has been disclosed fully to HKSTP as purchaser; and (ii) the Goods are fit for the particular purpose for which the Goods are being bought by HKSTP as purchaser. If any Goods do not conform to the requirements stated above, HKSTP reserves the right to reject the material. If the rejected material has been paid for, it may be returned and charged back to Supplier, including all inspection, handling and transportation expenses.

Acceptance of, or payment for, all or part of the Goods supplied on this contract shall not be deemed to be a waiver by HKSTP of its right to claim for any losses, costs or damages, and to cancel or return all or any part thereof, due to any delay or other failure to conform to the terms of this Contract. These warranties shall survive acceptance and payment and shall run to HKSTP and its customers in the event of resale. The above warranty shall apply for a period of 18 months from the date of first use or as per agreement between Supplier and HKSTP.

6. INDEMNITY

Supplier guarantees that the Goods to be furnished hereunder will not infringe upon any valid patent, copyright or trademark or other property rights of a third party and hereby undertakes to indemnify HKSTP from and against all and any losses or damages it suffers and all and any interests, costs and expenses it incurs as a result of (a) any material breach of any term in this Contract, (b) the failure of any of the warranties of the Supplier to be true and correct; and (c) any infringement or alleged infringement of third party property rights covering and pertaining to the Goods to be furnished in connection with this Contract and in case of any such infringement or alleged infringement, the Supplier will, at its own expense, defend any and all actions,

suits or claims charging such infringement, and will indemnify and save harmless to HKSTP and its customers, both as to damages and costs (including legal fees and disbursements). The term third party property rights includes, but is not limited to, patents, trademarks, copyrights, rights in data and trade secrets.

7. ASSIGNMENT AND SUB-CONTRACTING

Supplier shall not assign this contract, any interest therein or any rights thereof in whole or in part without the prior written consent of HKSTP. Supplier may not sub-contract the performance of this Contract or any part thereof without the prior written consent of HKSTP.

8. CANCELLATION

HKSTP reserves the right at its option either to suspend or cancel the shipment of Goods covered by this Contract, in whole or in part, at any time without penalty costs or damages whatsoever where such suspension or cancellation is caused by force majeure, acts of God, or contingencies beyond the reasonable control of HKSTP.

9. PROPERTY

HKSTP shall retain title to any materials or information furnished or paid for by HKSTP in connection with this Contract. Such materials or information shall be deemed to be held in trust for HKSTP by Supplier and shall not be disclosed to others without HKSTP consent in writing. Such materials and information shall be at Suppliers risk and shall be used exclusively for the production of HKSTP Goods pursuant to this contract of HKSTP.

10. SAFETY

Goods shall be produced and delivered in a manner which conforms with applicable laws and regulations as well as procedures intended to prevent accidents and personal injury. Shipping containers for hazardous chemicals and flammable materials shall be labeled so as to facilitate proper handling and storage. Contractors personnel shall observe and comply with all applicable legislations, Code of Practices, rules and regulations of the Hong Kong Special Administrative Region. The Supplier shall, in addition, be obliged to comply with all the requirements and guidelines contained in the latest version of the HKSTP SHE handbook when visiting or working at HKSTP premises.

Where the Supplier performs any installation services (“Services”), the Supplier shall, without limitation,

- (1) prepare safety plans, hazard risk control measures and emergency response plans where required by HKSTP setting out the necessary safety measures when performing the Services;
- (2) exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed and to maintain its services so as to avoid injury or damage to any person or property;

- (3) liaise with and submit to all relevant authorities and to obtain all necessary certificates and approvals;
- (4) provide adequate safety tools, protective equipment and facilities for the proper inspection and maintenance of all safety measures on the relevant premises on which the Services are performed;
- (5) strictly follow safety precautions and instructions as may be given by HKSTP so as to avoid causing danger or harm to the public and the environment;
- (6) be fully responsible for all costs of clean up and/or removal of spilled substances arising from the Services.

For the avoidance of doubt, the Supplier shall indemnify and hold harmless HKSTP from any and all claims, damages, fines, judgments, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, legal fees, consultant and expert fees) arising from (a) damages to properties and injuries arising from the Services, or (b) the Supplier's breach or non-observance of this clause.

11. LICENCES

Unless otherwise agreed by the Parties, the obtaining of any necessary import licences in respect of the Goods (if applicable) is the sole responsibility of the Supplier and HKSTP shall be under no liability whatsoever to the Supplier in respect of Goods imported without the necessary import licenses.

12. TOLERANCE AND TESTS

Unless otherwise agreed by the Parties, the tolerance level of any Goods (if applicable) supplied to HKSTP shall be those normally applied to such Goods by the Supplier and/or the manufacturer of the Goods. HKSTP reserves the right to request the Supplier to make or carry out such tests, all costs and expenses involved shall be paid for by the Supplier as part of the purchase price save as otherwise agreed by the Parties.