

8BPLUS EUROPE - PURCHASE AGREEMENT FOR BUSINESS CUSTOMERS (B2B)

The undersigned Buyer ("Buyer") desires to buy products from 8BPLUS EUROPE ("8BPLUS"). 8BPLUS and Buyer agree that Buyer may purchase such products pursuant to the terms and conditions contained in this Purchase Agreement ("Agreement" or "Purchase Agreement").

§ 1 – SCOPE

(1) The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by 8BPLUS. These Terms apply to all sales made by 8BPLUS except to the extent the Terms conflict with a Sales Agreement signed by 8BPLUS and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. 8BPLUS's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of 8BPLUS before becoming binding on either party.

§ 2 – ORDERS

(1) No order for 8BPLUS products is valid unless it is submitted in writing on 8BPLUS supplied order forms and confirmed by 8BPLUS.
(2) When an order is confirmed by 8BPLUS a delivery date window will be arranged together with the Buyer.
(3) If Buyer does not purchase any 8BPLUS products for a substantial amount of time (>6months) this purchase agreement may be terminated in writing by either party.

§ 3 – PRICE, TAXES AND QUOTATIONS

(1) Prices are subject to change by 8BPLUS without notice. If not otherwise communicated all prices are exclusive of shipping costs, revenue or excise tax, value added tax, turnover tax, import duty or other tax applicable to the manufacture or sale of any product. Such taxes or duties, when applicable, shall be paid by Buyer. Shipping costs are to be paid by the Buyer. Unless otherwise agreed to in writing by the parties, prices quoted by 8BPLUS are those current at the date of quotation and shall be subject to variation by 8BPLUS.

§ 4 – DELIVERY

(1) 8BPLUS may choose any delivery service, but will quote the price of delivery to the Buyer in advance.
(2) 8BPLUS may deliver products in one or more consignment and invoice each consignment separately. Additional shipping and packaging costs arising out of consignment will be paid by the party who requested the consignment.
(3) 8BPLUS does not accept liability for any loss arising from delay in delivery of products.
(4) Delivery of products will happen within 2 weeks after order has been confirmed by 8BPLUS, and payment has been received if stock is available, or within an agreed delivery date window if products are not on stock.

§ 5 – NON-CONFORMING DELIVERY AND RISK OF LOSS

(1) 8BPLUS products are handmade and of high quality standard. Due to its manual work minor variations in the product outlook can occur and have to be accepted by the Buyer. 8BPLUS reserves the right for minor product modifications due to quality improvement.
(2) Buyer shall notify 8BPLUS of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify 8BPLUS in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Buyer's rights under Section 8. Seller shall retain a security interest in the products until Buyer's final payment to 8BPLUS for the products. Risk of loss and title shall pass to Buyer as soon as the products have been placed with a transport agent.

§ 6 – ORDER CANCELLATION

(1) No orders may be cancelled or modified without the prior written consent of 8BPLUS. 8BPLUS reserves the right to

impose a handling charge for each returned check or refused shipment.

(2) 8BPLUS shall have the right to cancel any unfilled order without notice to the Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any order that can be canceled or rescheduled by Buyer pursuant to paragraph 6(1) may be canceled or rescheduled by 8BPLUS if notice is given to Buyer.

§ 7 – LIMITED WARRANTY

(1) Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to 8BPLUS's published specifications or other specifications accepted in writing by 8BPLUS. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been used or altered. 8BPLUS shall make the final determination as to whether its products are defective. 8BPLUS's sole obligation for products failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product where, within fourteen (14) days of the expiration of the warranty period, (i) 8BPLUS has received written notice of any nonconformity; (ii) after 8BPLUS's written authorization, Buyer has returned the nonconforming product to 8BPLUS; and (iii) 8BPLUS has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 8BPLUS DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS.
(2) In case of a quality complaint please contact info@8BPLUS.com as a first step always.

§ 8 – LIMITED LIABILITY

Neither 8BPLUS nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, requalification, rework charges, delay, lost profits, or loss of goodwill arising out of the sale or use of any 8BPLUS product. If 8BPLUS has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of 8BPLUS to Buyer shall be limited in respect of any occurrence or series of occurrences to the contractual value of the products or services that are the subject of the contract.

§ 9 – PAYMENT TERMS

(1) Unless otherwise agreed in writing, Payment terms shall be Cash before delivery (C.B.D.). Buyer agrees to pay interest on any unpaid balance at a rate of five percentage points above the annual Federal Funds rate as specified in the Wall Street Journal on the day the balance becomes due. Unless otherwise agreed in writing, all payments are to be in USD. In the event that 8BPLUS is required to bring legal action to collect delinquent accounts, Buyer agrees to pay the full amount of any cost or expenses including, but not limited to, attorney fees, disbursements and costs of suit, whether resulting from litigation or otherwise.

§ 10 – NO RE-SELL POLICY

(1) Unless agreed in writing by 8BPLUS the Buyer shall not sell, re-sell or trans-ship any 8BPLUS products to any unauthorized retail outlet.
(2) The Buyer may not market, sell or resell any 8BPLUS product over the Internet without the prior written approval of 8BPLUS.
(3) 8BPLUS shall have the right to terminate this agreement if Buyer fails to comply with the terms of this paragraph.

§ 11 – FORCE MAJEURE

8BPLUS shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of 8BPLUS. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision

§ 12 – CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

§ 13 – INTELLECTUAL PROPERTY

(1) The brand 8BPLUS®, 8b+®, its products, its designs, its business relationship as well as all its published content such as website are intellectual property of the company 8BPLUS. Any changes, copy or copyright infringement are illegal and will not be tolerated.
(2) No third party trademarks shall be affixed to 8BPLUS products.

§ 14 – WAIVER AND APPLICABLE LAW

(1) Failure by 8BPLUS to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
(2) Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of Hong Kong, without regard to principles of conflicts of laws.
(3) Jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to this purchase agreement may be in the country or federal courts of Hong Kong or, at the option of 8BPLUS, in any other country in which Buyer or 8BPLUS is located. The buyer hereby knowingly, voluntarily and intentionally waives any right to trial by jury it may have in any action or proceeding, in law or equity in connection with this purchase agreement or the transactions related hereto. In any action or proceeding in connection with this agreement or the transactions related hereto, the prevailing party shall be entitled to payment of its reasonable attorneys' fees and expenses. Buyer acknowledges that 8BPLUS has been induced to enter into this purchase agreement in part by the provisions of this paragraph.

§ 15 – APPLICABILITY OF PURCHASE AGREEMENT

The terms and conditions of this purchase agreement shall be applicable to all orders for 8BPLUS products made by the Buyer.

§ 16 – FINAL PROVISION

8BPLUS and Buyer intend this purchase agreement to be the final expression of their agreement relating to the purchase and sale of 8BPLUS products and the exclusive statement of the terms thereof. Any signature delivered by a party hereto by electronic transmission shall be deemed an original signature hereto.

Buyer/Company Name: _____

Name in Block Letters: _____

Position / Title: _____

Place, _____ Date: _____

Legally effective Signature

8BPLUS EUROPE _____

Name in Block Letters: _____

Position / Title: _____

Place, _____ Date: _____

Legally effective Signature

