

SALES TERMS AND CONDITIONS

1. Credit. You (“**Buyer**”) must establish an account with EYT3 Limited., a Hong Kong company (“**EYT3**”), in accordance with EYT3’s requirements and as a condition of placing an order. These terms and conditions (“**Sales Terms**”), as published on EYT3’s Web site located at <https://www.ety3.net> (“**EYT3 Website**”) at the time of sale, govern all purchases of products and services (“**Products**”) by Buyer from EYT3. Payment terms are specified when Buyer’s account is established and are subject to change from time to time. EYT3 has the right to modify, increase, decrease or terminate Buyer’s credit privileges and terms at any time without prior notice to Buyer. A service charge of the lower of 1.5% per month or the maximum amount permissible by law will be charged on all past due balances commencing on the date payment is due. Buyer may not deduct any amounts owing from any invoice. Buyer’s obligation to make timely payment is a material element of these Sales Terms and if breached will cause EYT3 damage. Buyer is responsible for all costs of collection including reasonable attorneys’ fees.

2. Orders. Buyer orders are offers to purchase Products subject to these Sales Terms. EYT3 may decline any order for any reason. EYT3’s acceptance of Buyer’s order is limited to these Sales Terms without any modification, or exception. Additional terms and conditions on any Buyer document will have no effect i.e. will not change or add to these Sales Terms whether or not EYT3 specifically objects to those terms and conditions. These Sales Terms may only be modified by a written agreement signed by Buyer and an authorized EYT3 representative. Buyer, on behalf of itself and the customer for whom the Product is purchased, consents to the transfer of Buyer’s and customer’s email addresses, when such transfer is required to complete a transaction. Buyer will not disclose any confidential information when ordering from EYT3. Buyer will protect the confidentiality of its account number(s) and password(s) and not transfer them to any third party. Buyer may only place orders via any EYT3 approved ordering method. EYT3 has no obligation to confirm the validity of any order placed or the authority of the person placing an order using the Buyer’s account number. Buyer bears all risk of unauthorized purchases by third parties using Buyer’s account number or password. Orders for non-standard products including products configured to Buyer’s specifications are non-cancelable and non-returnable. Buyer may not change, cancel or reschedule any orders without EYT3’s written consent.

3. Price. Quoted prices are subject to change without notice and, unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Buyer is responsible for all applicable fees and all state and other government taxes on the sale and delivery of Products. Exemption certificates (if applicable), valid in the place of delivery, must be presented to EYT3 prior to shipment if they are to be honored. EYT3’s acceptance of Buyer’s order occurs at time of shipment, except for non-standard products.

4. Shipment. Shipment and transportation charges will be as agreed between the parties. If Buyer directs EYT3 to bill transportation to a third-party account number or to ship ‘freight collect’, Buyer is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer’s carrier. EYT3 is not liable for any Buyer requirements not stated in these Sales Terms. Within three days of delivery Buyer must provide detailed notification to EYT3 of any visible damage. Buyer will notify EYT3 of any claimed shortages or discrepancies within 30 days of invoice or waives its right to such claim. Title in the Products supplied by EYT3 to Buyer will not pass to Buyer and will remain the absolute property of EYT3 until such time as EYT3 has been paid by Buyer all monies due and owing to it by the Purchaser in relation to any account. Title to those Products which are software remains with EYT3 and/or the applicable third party licensor(s) at all times.

5. Returns. Buyer must obtain a valid return authorization number (“**RMA**”) from EYT3 for all returns prior to returning Product. EYT3 has no obligation to issue RMAs. Buyer is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other EYT3 requirements provided to Buyer when the RMA is issued. EYT3 may refuse delivery of any package without a valid, clearly visible RMA. Credit, if any, will be provided for Product returned in accordance with EYT3’s return policies at the time the RMA was issued, provided Buyer is not in breach of any of these Sales Terms. If Buyer returns any Products without EYT3’s authorization or does not comply with EYT3’s return requirements, those Products may be subject to return to the shipping location and, if refused, EYT3 may consider the Products abandoned and dispose of them, without crediting Buyer’s account.

6. Warranties / Indemnities. Product warranties, if any, are provided by the manufacturer or publisher (“**Vendor**”) of the Products. EYT3 EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. ALL INFORMATION IS PROVIDED TO BUYER “AS IS.” To the extent authorized, EYT3 will pass through to Buyer any transferable Product warranties, indemnities, and remedies provided to EYT3 by the Vendor, if any, including any warranties and indemnities for intellectual property infringement. Buyer’s sole remedy is limited to EYT3 reasonably assisting Buyer in its efforts to have the Vendor either: replace the Product; repair the Product; or refund Buyer’s purchase price for the Product.

EYT3 IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER, ITS AFFILIATES OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS FOR BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THE MANUFACTURE, SALE OR USE OF THE PRODUCTS BY EYT3 OR ITS VENDORS. Buyer warrants that it has all necessary legal rights to all intellectual property provided by Buyer to EYT3. BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS EYT3 AND ITS VENDORS FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, COST OR EXPENSE ARISING FROM: (A) BUYER’S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN AS SPECIFIED IN PRODUCT/SERVICE DESCRIPTIONS OR SPECIFICATIONS; (B) EYT3’S OR ITS VENDOR’S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY BUYER; OR (C) BUYER’S BREACH OF THESE SALES TERMS.

7. Limitation of Liability. EYT3 will have no liability for failure to allocate or reserve any Product for Buyer or for failure to deliver Products within a specified time period. BUYER AGREES THAT EYT3'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE NET AMOUNT PAID TO EYT3 BY BUYER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. EXCEPT FOR INDEMNITY OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR SECURITY BREACH OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH THE SALES TERMS, OR ANY PRODUCTS OR INFORMATION, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES. THE PARTIES EXPRESSLY WAIVE ALL CLAIMS FOR THOSE DAMAGES.

8. Compliance. EYT3 and Buyer agree to abide by all laws and regulations applicable to the performance of their respective obligations under these Sales Terms. Neither party has made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Buyer or EYT3 in obtaining or retaining business, or securing an improper advantage.

9. Restrictions. Buyer may not alter or modify the Products in any way or combine the Products with any other product or material not authorized by EYT3 and the applicable Product Vendor. All Products delivered to Buyer may have additional restrictions on their distribution or use. Buyer is solely responsible for ensuring its adherence to any and all such restrictions. Unless otherwise agreed by EYT3 in writing, Buyer may not use the Products for its internal use and may not export the Products outside the territories permitted by the applicable Products. For the avoidance of doubt, unless otherwise communicated in writing, the only permitted territory is Hong Kong.

10. Relationship. Buyer and EYT3 are independent contractors. Nothing stated in these Sales Terms will be construed as creating the relationship of employer/employee, franchisor/franchisee, partners or principal/agent between the parties. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.

11. Governing Law. These Sales Terms (and any agreement into which they are incorporated) will be construed, interpreted and enforced exclusively under and in accordance with the laws of the Hong Kong, excluding its conflicts of law rules. The parties agree to and submit to personal jurisdiction and venue in Hong Kong. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Sales Terms.

12. Publicity. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents relating to these Sales Terms, the relationship between EYT3 and Buyer, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

13. Assignment. Buyer may not assign or delegate its rights or duties under these Sales Terms, by operation of law or otherwise, in whole or in part, without the prior written consent of EYT3. Any change of control of Buyer will be deemed an assignment. Any attempted assignment without that consent will be null and void without any force or effect.

14. Validity. If any provision of these Sales Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected. Failure or delay of either party to exercise a right under these Sales Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The parties agree to use electronic signatures and that their respective electronic signatures will be legally enforceable.

15. Survival. No termination of these Sales Terms will affect any rights or obligations of either party: (i) which are vested pursuant to these Sales Terms as of the effective date of such termination; or (ii) which, by their sense and context are intended to survive completion of performance or termination of these Sales Terms, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

16. Entire Agreement; Amendment. These Sales Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all conflicting terms and conditions set out in purchase orders or other documents submitted by Buyer as well as previous understandings, agreements, negotiations and proposals relating thereto. These Sales Terms may only be amended by written agreement of Buyer and EYT3.

17. Related Party Transaction. For purposes of your agreement with EYT3, a conflict of interest occurs if:

(a) any of your employees, board of directors or shareholder is an EYT3 associate,

(b) any of your employees, board of directors or shareholder is an immediate family member of an EYT3 associate,

- (c) any of your employees, board of directors or shareholder is related in any way to an EYT3 associate,
- (d) the Company or its affiliate is currently the employer, partner or agent of an EYT3 associate,
- (e) the Company or its affiliate is currently the employer, partner or agent of an entity owned or controlled by an EYT3 associate,
- (f) the Company or its management, director or shareholder has or had an agreement, arrangement or understanding with an EYT3 associate in his/her personal capacity outside the ordinary course of the Company's business, or
- (g) the Company or its management, director or shareholder has or had an agreement, arrangement or understanding with an entity owned or controlled by an EYT3 associate outside the ordinary course of the Company's business.

The Company hereby declares that it is not aware of any actual or potential conflict of interest and undertakes to promptly disclose in writing to EYT3 any actual or potential conflict of interest as soon as it is aware of the same.

Reference to:

- **"EYT3 associate"** means an employee of EYT3.
- **"Immediate family member"** means a spouse, children and children-in-law, siblings and siblings-in-law and parents and parents-in-law.
- **"You", "your" or "the Company"** means the entity submitting the application form.

You agree to the above Sales Terms and Conditions. These terms may be amended by EYT3 from time to time and published on EYT3's website at <https://www.ety3.net>.

AGREED TO:

Signature / Company Stamp: _____

Name / Title: _____

Date: _____