

# Permalight (Asia) Co., Ltd.

4/F Waga Commercial Centre, 99 Wellington Street, Central, Hong Kong

Tel.: ++(852)-2815 0616

Fax.: ++(852)-2542 3269

Email: [pila@biznetvigator.com](mailto:pila@biznetvigator.com) Website: [www.pilatorch.com](http://www.pilatorch.com)

## *Pila® General Terms and Conditions of Sale*

### **General**

All deliveries and services to the Buyer, whether in retail or wholesale business, are subject to these conditions. Conflicting purchasing terms and conditions of the Buyer shall not be binding, even if Permalight (Asia) Co., Ltd (called "The Seller") accepts Buyer's order, and even if the subject matter is not subject to these conditions.

### **Confirmation of Sales Contract**

No order resulting from any quotation, pro-forma invoice, price list, tender, or other similar documents made or issued by the Seller shall be binding unless and until accepted by the Seller in writing. The Seller at its absolute discretion may accept or reject any order whether on account of the goods being no longer available or for any other reason whatsoever.

The Seller reserves the right to change the design of flashlights and accessories as well as to discontinue the production of models and accessories as he deems fit and without prior notice.

### **Time of Objection to Sales Contracts**

Any sales contracts shall be binding on the Buyer unless objected to within 24 hours from receipt thereof. Such protest shall only be admissible if the contents of the respective contract deviate from the agreements entered into. It is solely up to the Seller's discretion to accept or reject such a protest.

### **Place of Performance and Time of Delivery**

(A) Deliveries are made on the basis of Incoterms 2000. Unless otherwise individually agreed, the Buyer bears all shipping risks ex place of performance, also in case of delivery "free of freight", free domestic and foreign station.

Partial deliveries shall be accepted and paid, and differences as to quality, if any, in the case of any partial delivery shall not grant the Buyer the right to refuse acceptance of the remaining quantity agreed upon.

(B) The seller will endeavour to deliver the goods by the date specified, but unless otherwise agreed in writing time for delivery shall not be of the essence and the Seller shall not be liable for any damages whatsoever resulting from delay in delivery howsoever caused.

### **Prices and Terms of Payment**

(A) The Seller reserves the right to change prices without prior notice.

All prices are net and no settlement discount is allowed. Goods will be invoiced at the prices stated in the Seller's acceptance of order. All payments are to be made in US Dollars or in a currency accepted by the Seller. Payment will be made (unless otherwise agreed) forthwith prior delivery of the goods either ex factory Panyu (China) or ex go-down Hong Kong together with an amount equal to all costs which may be incurred by the Seller on behalf of and at the request of the Buyer in arranging packing, shipment and insurance.

(B) The terms of payment must be strictly adhered to, time being of the essence. No special terms of payment will be operative unless confirmed in writing by the Seller.

### **Retention of Title**

(A) The Seller reserves the right to suspend delivery in respect of any order or orders from the Buyer from time to time if any account is not paid when due.

(B) Neither legal nor equitable property in any goods shall pass to the Buyer until payment in full for the same has been received by the Seller. Risk in any goods shall pass to the Buyer upon delivery ex factory or ex go-down thereof. The Buyer will keep any goods supplied by the Seller fully insured in their full replacement value against all risks prudently insured against throughout the period between the risk and title therein passing to the Buyer.

(C) In case of early delivery, until payment of all sums due to the Seller by the Buyer under the order or contract the Buyer shall store the goods in such a way that they are clearly identified to be the Seller's property.

(D) Consequently, if any payment under the order or contract is overdue or there is any breach by the Buyer of any of the provisions of the order or contract the Seller reserves the right and the Buyer hereby agrees that the Seller may re-possess the goods (irrespective of whether they have become a fixture) and thereafter to re-sell the same.

### **Warranty**

#### **A) Pila® Flashlights/Electrical Torches and parts thereof**

The Seller grants **two (2) years warranty** on Pila® flashlights from the date of purchase. The warranty covers material and manufacturing defects only. Xenon lamp assemblies including the front lens of the bezel, LED tail-caps and LED Emitters are excluded from any warranty but replacement is upon the Seller's discretion.

The warranty does not cover wear and tear, any damages to the flashlight or parts thereof as well as defects or malfunctions caused by carelessness of use, by dropping the flashlight or parts thereof from height, exposing the flashlight or any part thereof to acids, fuels, solvents, fire, etc., any attempt of alternation, re-engineering or customising Pila® flashlights or parts thereof, and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. All risks remain with the user.

#### **B) Pila IBC Chargers and parts thereof**

Pila IBC chargers are warranted for **one (1) year** from the date of purchase covering material and manufacturing defects only. It is the responsibility of the Buyer to store and operate the charger in accordance to normal practice applicable for electrical apparatus as well as but not limited to the instructions as stated in the manual.

The warranty does not cover any damages to the charger or parts thereof as well as defects or malfunctions caused by carelessness of use, exposing the charger to high humidity or immersing it in liquids, dropping the charger or parts thereof from height, any attempt of alternation, re-engineering and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure.

The Seller declines any liabilities whatsoever for any misuse of the charger including but not limited for charging batteries other than **Pila rechargeable Li-ion batteries**. All risks remain with the user.

#### **C) Pila® Li-ion Batteries**

**Pila® Li-ion batteries are warranted for one (1) month** from the date of purchase covering material and manufacturing defects only.

Pila Li-ion batteries are solely intended to power Pila flashlights as well as a majority of professional flashlights (6V, 9V and 12V) where a Pila battery can be substituted for batteries like Lithium CR123A.

Pila® Li-ion batteries must NOT be charged using any charger other than intelligent **Pila IBC chargers**. The warranty does not cover any damages to batteries as well as defects or malfunctions caused by carelessness of use including using chargers other than intelligent Pila IBC chargers, by dropping batteries from height, any attempt to open the battery enclosure, alternations, re-engineering and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. All risks remain with the user.

**Claims**

In general, any complaints of the Buyer shall only be considered if received by the Seller or by his appointed representatives within 7 working days after Buyer's receipt of the goods. Buyer's claims are limited to rectification or replacement, at Seller's choice.

**Returning Faulty Goods**

Buyers may return faulty or defective goods under the following conditions:

- Customer must report defect in writing within 7 days after receipt of goods and obtain written approval and instructions from Seller prior returning the goods.
- As evidence of purchase, Buyer is requested to attach to the claim the copy of the invoice, which clearly identifies the product and states name and address of the point of sale as well as the date of purchase.
- Goods must be returned in the original packing or as per Seller's instructions.
- Goods must be unused and in mint condition without scratches, dents or showing other physical damages.
- Seller will rectify or replace goods at his own discretion.

**Liability**

(A) Seller's contractual or tortuous liability for damages of any kind is excluded.

(B) Liability for consequential damages is excluded.

(C) The Seller shall not be liable for any failure to perform its obligations hereunder which may be due to any circumstances whatsoever beyond control either by the company (including, without prejudice to the generality of the foregoing, any inability to obtain any import or export licenses or any other licenses or consents of any governmental or other authority).

Permalight (Asia) Co., Ltd.

October 2005