

## **Terms and Conditions of Uses**

### **1.General Terms**

- 1.1 Contract Terms. These Terms and Conditions constitute an integral part of any offer made by Samderson Life Medical Industries Corporation (SAMDERSON) to sell goods. Any additional or different terms or conditions proposed by Purchaser are hereby declined.
- 1.2 Acceptance. No order by Purchaser, regardless of whether a deposit has been accepted, shall be binding upon Samderson until a credit review has been completed and the order has been accepted by an authorized representative of SAMDERSON.
- 1.3 Modification. This agreement may not be changed, modified, or amended, except in writing signed by authorized representatives of the parties.
- 1.4 Assignment. Purchaser shall not assign this order, any interest therein, or any rights thereunder without prior written consent of SAMDERSON.

### **2.PRICES**

- 2.1 Quotations. Unless otherwise stated, all prices quoted by SAMDERSON are based on three basis of U.S. dollars FOB Taiwan, U.S. dollars FOB Hong Kong and U.S. dollars FOB shipping point depending on the product origin and the availability of the location. Other FOB basis might be applied.
- 2.2 Transportation and Insurance. Transportation and insurance shall be provided by common carrier, at Purchaser's risk and expense with the charges there for added to the quoted prices, unless otherwise specified in writing.
- 2.3 Delay in Acceptance of Delivery. Should the delivery date be postponed by Purchaser. SAMDERSON shall have the right to adjust the prices of the undelivered goods to current SAMDERSON prices at the time of shipment.
- 2.4 Escalation. Unless otherwise agreed in writing, except for those agreed goods to be delivered within three (3) days of SAMDERSON's acceptance of Purchaser's order. SAMDERSON reserves the right to increase its prices to those in effect at the time of shipment.

### **3. TERMS OF PAYMENT**

- 3.1 Due Date. Unless otherwise agreed, terms are T/T in Advance or at sight L/C. All charges are payable in U.S. dollars.
- 3.2 Special Requirement. Some of products require 40% of T/T payment in advance for material preparation and the rest of 60% T/T in advance one week before the shipment.

### **4.TAXES**

Any sales, use of manufacturer's tax which may be imposed upon the sale or use of goods, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be paid by Purchaser in addition to the quoted prices.

### **5. DELIVERY. RISK OF LOSS AND SHIPMENT**

- 5.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order.

5.2 Risk of Loss. Unless otherwise agreed in writing, delivery shall be complete upon transfer of possession to common carrier, FOB shipping point, where upon all risk of loss, damage or destruction to the goods shall pass to Purchaser.

5.3 Shipment. In the absence of a written agreement to the contrary, the means of shipment will be at the discretion of SAMDERSON. SAMDERSON reserves the right to make partial shipments and to submit invoices for partial shipments.

## **6. CHANGES AND CANCELLATIONS**

Orders accepted by SAMDERSON are not subject to change or cancellation by Purchaser except with written consent of SAMDERSON. In the event of change or cancellation of an order for any reason, and without limiting any other remedy which SAMDERSON may have as a result of such change or cancellation under the Uniform Commercial Code then in effect in the country in which SAMDERSON is located. Purchaser shall pay SAMDERSON a reasonable cancellation or restocking charge to cover the cost of loss incurred by SAMDERSON.

## **7. FORCE MAJEURE**

SAMDERSON will make every effort to complete shipment, where indicated, but it shall not be liable for any loss or damage, or for delay of a delivery or inability to install, arising out of causes beyond its reasonable control, including, but not limited to fire, acts of God, acts of government or compliance with any governmental rules or regulations.

## **8. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS**

Any product or part not manufactured by SAMDERSON which is part of or has been incorporated in the goods sold hereunder is furnished subject to the manufacturer's patent and/or warranties, if any, and without warranties expressed or implied by SAMDERSON.

## **9. DISCLOSURE**

Any drawings, data, designs, software programs or other technical information supplied by SAMDERSON to Purchaser in connection with the sale of goods shall remain property of SAMDERSON and be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without SAMDERSON 's prior written consent.

## **10. GOVERNING LAW**

The rights and obligations of the parties under this agreement shall be governed by the law of the country where SAMDERSON is located.