

Terms & Conditions

BACKGROUND

- (A) AVI-SPL Hong Kong Pte. Limited, a limited liability company incorporated and registered in Hong Kong (Company Registration No: 2788363) and whose registered office is at Rooms 1120 and 1122, 11/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong, ("AVI-SPL"), is a company that supplies audio video system design and integration and communication technology.
- (B) The Contract (including these Conditions) will form the basis of the agreement made between the Customer and AVI-SPL in relation to the Customer's purchase of the Equipment.

1 Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in Hong Kong are open for business.

"**Conditions**" means the terms and conditions set out in this document as amended from time to time in accordance with clause 14.6.

"**Contract**" means the contract between AVI-SPL and the Customer for the sale and purchase of the Equipment in accordance with these Conditions.

"**Customer**" means the person or firm who purchases the Equipment from AVI-SPL.

"**Delivery Location**" has the meaning given in clause 4.1.

"**Equipment**" means the audio visual system (or any part of it) and / or any other materials required for the Installation and functionality of the audio visual system as set out in the Order.

"**Force Majeure Event**" has the meaning given in clause 13.

"**Installation**" means field assembly, interconnection, equipment calibration and checkout of the Equipment performed by AVI-SPL's trained technical employees and "**Installed**" shall be construed accordingly.

"**Installation Site**" means the area the Customer has requested the Equipment be Installed as may be set out in any applicable Scope of Works or notified to AVI-SPL by the Customer.

"**Instructions**" means the accompanying manual provided with the Equipment.

"**Order**" means the Customer's order for the Equipment, as set out in the Scope of Works annexed to these Conditions.

"**Scope of Works**" means the project details including materials, designs, installation plan and labour costs, including any related plans and drawings that are agreed in writing by the Customer and AVI-SPL.

"**Sign Off**" has the meaning given in clause 9.2.

"**Warranty Period**" has the meaning given in clause 5.2.

1.2 In these Conditions, the following rules apply:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision

includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** includes e-mails.

2 Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Equipment and to have it Installed in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Scope of Works are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when AVI-SPL issues a written acceptance of the Order, at which point the Contract shall come into existence and shall be legally binding.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of AVI-SPL which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by AVI-SPL and any descriptions or illustrations contained in AVI-SPL's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 A Scope of Works given by AVI-SPL shall not constitute an offer. A Scope of Works shall only be valid for a period of 30 days from its date of issue.

3 Equipment

- 3.1 The Equipment is described in the order form and is as modified by any applicable Scope of Works.
- 3.2 AVI-SPL reserves the right to amend the order form and / or Scope of Works if required by any applicable statutory or regulatory requirements and shall do so in writing.

4 Delivery

- 4.1 AVI-SPL shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after AVI-SPL notifies the Customer that the Equipment is ready.
- 4.2 Delivery of the Equipment shall be completed on the Equipment's arrival at the Delivery Location.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. AVI-SPL shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide AVI-SPL with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.4 The Customer shall be liable for all and any additional costs incurred by AVI-SPL as a result of any delay to delivery caused by the Customer.
- 4.5 If AVI-SPL fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Equipment of similar description and quality in the cheapest market available, less the price of the Equipment. AVI-SPL shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a

- Force Majeure Event or the Customer's failure to provide AVI-SPL with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.6 If the Customer fails to accept delivery of the Equipment within 3 Business Days of AVI-SPL notifying the Customer that the Equipment is ready, then, except where such failure or delay is caused by a Force Majeure Event or AVI-SPL's failure to comply with its obligations under the Contract:
- 4.6.1 delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which AVI-SPL notified the Customer that the Equipment was ready;
 - 4.6.2 AVI-SPL shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
 - 4.6.3 AVI-SPL shall immediately invoice the Customer 70% of the price of the Equipment as set out in the Order.
- 4.7 If 20 Business Days after the day on which AVI-SPL notified the Customer that the Equipment is ready for delivery the Customer has not accepted delivery, AVI-SPL may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Equipment or charge the Customer for any shortfall below the price of the Equipment.
- 4.8 AVI-SPL may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality

- 5.1 In the event the Equipment is:
- 5.1.1 altered;
 - 5.1.2 repaired by someone other than a representative of AVI-SPL; or
 - 5.1.3 operated in a manner inconsistent with established safety operating procedures as outlined in any applicable Instructions;
- which results, in AVI-SPL's opinion, in a reduction in the value of the Equipment, then the warranties contained within this clause 5 and AVI-SPL's obligations under these Conditions will terminate immediately.
- 5.2 Subject to clause 5.1, AVI-SPL warrants that on delivery, and for a period of 90 days following the date of Installation ("**Warranty Period**"), the Equipment shall:
- 5.2.1 conform with its description and any applicable Scope of Works;
 - 5.2.2 be free from material defects in Installation; and
 - 5.2.3 be free from material defects in design, material and workmanship.
- 5.3 Subject to clause 5.4, if:
- 5.3.1 the Customer gives notice in writing to AVI-SPL during the Warranty Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in clause 5.2;
 - 5.3.2 AVI-SPL is given a reasonable opportunity to examine such Equipment and confirm that the defect is under warranty; and
 - 5.3.3 the Customer (if asked to do so by AVI-SPL) returns such Equipment to AVI-SPL's place of business at AVI-SPL's cost,
- AVI-SPL shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full.

- 5.4 AVI-SPL shall not be liable for the Equipment's failure to comply with the warranty set out in clause 5.2 in any of the following events:
- 5.4.1 the Customer makes any further use of such Equipment after giving notice in accordance with clause 5.3;
 - 5.4.2 the defect arises because the Customer failed to follow AVI-SPL's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
 - 5.4.3 the defect arises as a result of AVI-SPL following any drawing or design supplied by the Customer;
 - 5.4.4 the Customer alters or repairs such Equipment without the written consent of AVI-SPL;
 - 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.4.6 the Equipment differs from its description or any applicable Scope of Works as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.5 Except as provided in these Conditions, AVI-SPL shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.2.
- 5.6 These Conditions shall apply to any repaired or replacement Equipment supplied by AVI-SPL.

6 Title and risk

- 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery in accordance with clause 4.2.
- 6.2 Title to the Equipment shall not pass to the Customer until AVI-SPL has received payment in full (in cash or cleared funds) for:
- 6.2.1 the Equipment; and
 - 6.2.2 any other equipment or services that AVI-SPL has supplied to the Customer.
- 6.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- 6.3.1 hold the Equipment on a fiduciary basis as AVI-SPL's bailee;
 - 6.3.2 store the Equipment separately from all other equipment held by the Customer and mark it clearly as belonging to AVI-SPL so that it remains readily identifiable as AVI-SPL's property;
 - 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - 6.3.4 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
 - 6.3.5 notify AVI-SPL immediately if it becomes subject to any of the events listed in clause 10.2; and
 - 6.3.6 give AVI-SPL such information relating to the Equipment as AVI-SPL may require from time to time,
- but the Customer may resell or use the Equipment in the ordinary course of its business.
- 6.4 If the Customer fails to make any payment due in accordance with these Conditions, AVI-SPL may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.

- 6.5 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, or AVI-SPL reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Equipment has not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy AVI-SPL may have, AVI-SPL may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.

7 Price and payment

- 7.1 The price of the Equipment shall be the price set out in the Order, or, if no price is quoted, the price set out in AVI-SPL's price list in force as at the date of delivery.
- 7.2 Subject to clause 4.6.3 and unless otherwise stated in the Order, the Customer shall pay, subject to AVI-SPL issuing an invoice, for the Equipment in three instalments as follows:
- 7.2.1 30% of the price set out in the Order immediately upon the earlier of Customer's signature of the Contract and issuance of the Order;
 - 7.2.2 60% of the price set out in the Order immediately on notification by AVI-SPL that the Equipment is ready for delivery; and
 - 7.2.3 10% of the price set out in the Order within 30 days of Sign Off.
- 7.3 AVI-SPL may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Equipment to reflect any increase in the cost of the Equipment that is due to:
- 7.3.1 any factor beyond AVI-SPL's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.3.2 any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Scope of Works; or
 - 7.3.3 any delay caused by any instructions of the Customer or failure of the Customer to give AVI-SPL adequate or accurate information or instructions.
- 7.4 The price of the Equipment is exclusive of the costs and charges of packaging, insurance and transport of the Equipment. These costs and charges will be itemised in the Order.
- 7.5 The price of the Equipment is exclusive of amounts in respect of any tax. The Customer shall, on receipt of a valid tax invoice from AVI-SPL, pay to AVI-SPL such additional amounts in respect of tax as are chargeable on the supply of the Equipment (if any).
- 7.6 The Customer shall pay each invoice in full and in cleared funds in accordance with clause 7.2. Payment shall be made to the bank account nominated in writing by AVI-SPL. Time of payment is of the essence.
- 7.7 If the Customer fails to make any payment due to AVI-SPL under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Hong Kong's base rate from time to time or the maximum rate permitted under applicable law, whichever is less. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). AVI-SPL may at any time, without limiting any other rights or remedies it may have, set

off any amount owing to it by the Customer against any amount payable by AVI-SPL to the Customer.

8 Installation

- 8.1 AVI-SPL shall, at its own expense, be entitled to employ sub-contractors and / or agents to assist in or carry out, in whole or part, the Installation.
- 8.2 The Customer shall:
 - 8.2.1 prepare, at its own expense, the Installation Site in accordance with AVI-SPL's instructions, including any requirements specified in any applicable Scope of Works;
 - 8.2.2 provide AVI-SPL with reasonable access to the Installation Site, at times and dates agreed from time to time between the Customer and AVI-SPL, for the purpose of AVI-SPL determining the readiness of the Installation Site for Installation;
 - 8.2.3 designate and authorise a representative to serve as a contact person for all Installation Site preparation;
 - 8.2.4 indemnify AVI-SPL against any loss, damage or claim arising out of the condition of the Installation Site.
- 8.3 Unless otherwise stated, the Customer shall provide AVI-SPL with source code for any non-AVI-SPL programmed remote control system where required by AVI-SPL in order to perform the applicable Scope of Works.
- 8.4 If the Customer is unable, for whatever reason, to provide AVI-SPL with any required source code in accordance with clause 8.3, AVI-SPL will commission an IT engineer/programmer to create new source code at the Customer's expense at AVI-SPL's then-standard hourly rates plus tax.
- 8.5 Under no circumstances will AVI-SPL be responsible or liable for structural modifications, mechanical system modifications or high voltage electrical work (for the avoidance of doubt, high voltage electrical work includes electrical work with voltage over 240 volts).
- 8.6 In the event that the Installation by AVI-SPL is prevented due to strikes, lock-outs or other industrial disputes:
 - 8.6.1 the Customer shall, at its own expense, arrange to complete Installation; and
 - 8.6.2 AVI-SPL shall be released from the warranties in clause 5 relating to Installation.

9 Inspection and Testing of the Equipment

- 9.1 AVI-SPL shall test and inspect the Equipment on Installation to ensure that it complies, in AVI-SPL's sole determination, with the requirements of the Order. AVI-SPL's determination is final.
- 9.2 Once satisfied the Equipment is compliant in accordance with clause 9.1, AVI-SPL will inform the Customer ("Sign Off").

10 Termination

- 10.1 If the Customer becomes subject to any of the events listed in clause 10.2, or AVI-SPL reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to AVI-SPL, AVI-SPL may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and AVI-SPL without incurring any liability to the Customer, and all outstanding sums in respect of Equipment delivered to the Customer shall become immediately due.
- 10.2 For the purposes of clause 10.1, the relevant events are:
 - 10.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a

company or limited liability partnership) is deemed unable to pay its debts, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, or (being a partnership) has any partner to whom any of the foregoing apply;

- 10.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 10.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 10.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - 10.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 10.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - 10.2.7 (being a company) the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 10.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - 10.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to clause 10.2.8 (inclusive);
 - 10.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 10.2.11 the Customer's financial position deteriorates to such an extent that in AVI-SPL's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - 10.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 Insurance

- 11.1 AVI-SPL shall remain at all material times with an insurance company of good repute and shall hold and comply with the following valid insurance policies in respect of any one event or series of connected events to the value of:

- 11.1.1 product liability insurance with an unlimited cover value in aggregate and no less than £2,000,000 per single event;
- 11.1.2 professional indemnity insurance with an unlimited cover value in aggregate and no less than £5,000,000 per single event; and
- 11.1.3 public liability insurance with an unlimited cover value in aggregate and no less than £10,000,000 per single event.

12 **Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1 This clause 12 sets out the entire financial liability of AVI-SPL (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
 - 12.1.1 any breach of the Contract and / or these Conditions;
 - 12.1.2 any use made by the Customer of the Equipment;
 - 12.1.3 any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract and / or these Conditions; or
 - 12.1.4 any loss, damage or expense arising out of or in connection with any delay in delivery.
- 12.2 AVI-SPL shall not be liable for any loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract and / or these Conditions.
- 12.3 Where third party software or components have the benefit of a guarantee or warranty from the original manufacturer then the warranty given by AVI-SPL at clause 5.2 shall be limited to the terms of the original manufacturer's warranty or guarantee.
- 12.4 Nothing in the Contract and / or these Conditions limits or excludes the liability of either party to the other:
 - 12.4.1 for death or personal injury resulting from negligence;
 - 12.4.2 for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or
 - 12.4.3 for any liability which cannot be limited or excluded under law.
- 12.5 Subject to clause 12.4, AVI-SPL's total liability under this Contract shall in no circumstances exceed 100% of the price set out in the Order.

13 **Force majeure**

- 13.1 Subject to clause 8.6, neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "**Force Majeure Event**" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of AVI-SPL's subcontractors.

14 **General**

- 14.1 **Assignment and other dealings.**

- 14.1.1 AVI-SPL may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of AVI-SPL.
- 14.2 **Notices.**
 - 14.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.
 - 14.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
 - 14.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.3 **Severance.**
 - 14.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 - 14.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms. The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) and any other law in any jurisdiction with a similar effect is expressly excluded.
- 14.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by AVI-SPL.

- 14.7 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Hong Kong.
- 14.8 **Jurisdiction.** Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 14.9 **Language.** This Contract is executed in English and English shall be the dominant version in the event of its translation into any other language. In the event of any conflict between the English text and the translated text in any other language, the English version of this Contract shall prevail.