



LPI quality Terms & conditions

1. General

1.1. LPI quality Limited is a private company limited by shares incorporated in Hong Kong and acts in the capacity of an independent contractor that offers quality control and supply chain services for companies buying products in Asia.

1.2. Unless otherwise specifically and expressly agreed in writing LPI quality Limited all services provided are governed by the following general conditions of service, which prevails LPI quality Limited I any purchase terms and conditions.

1.3. LPI quality Limited has no responsibility or liability for the deletion, failure to store, inaccuracy, or improper delivery of any data or information through this website or lpi-syncontrol.com.

2. Provision of services

2.1. LPI quality Limited in the capacity of an independent company, supplies information in the form of recommendations for the special purpose of contributing to the prevention of the risks to which the beneficiaries of its services are exposed, and of helping them assure the quality of their products. LPI quality Limited's services (hereinafter called the "Services") consist of work performed by LPI quality Limited , including but not limited to :

- Audit of factories ;
- Container loading supervision ;
- During production & pres-shipment inspections ;
- Supply chain Project management and other related services ;

3. LPI quality Limited's obligations

3.1. LPI quality Limited expressly reserves the right to act at its own discretion in accepting or declining a request for service, and cannot be compelled to accept or be held liable for declining a request for services or for products :

3.2. LPI quality Limited undertakes to supply the Services it has accepted to carry out in a professional and timely manner, in accordance with proper professional practice and in compliance with :

-The Client's special instructions when ordering the Service and as confirmed by LPI quality Limited -The instructions should be duly signed by the client and LPI quality Limited -, and in the absence of such instructions:

Any relevant Professional standard, usage or practice ;

Such methods as LPI quality Limited shall consider appropriate on technical, operational and/or financial grounds.



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3.3. LPI quality Limited shall exercise due care and skill in the selection and assignment of its personnel.

4. Clients undertakings

4.1. To take all reasonable steps to assure LPI quality Limited has access to the site and materials on which Service will be based ;

4.2. To provide LPI quality Limited with all information and samples, as well as the documents necessary to complete requested Service, in a timely manner (and in any event not later than 48 hours prior to the desired intervention), except for generally available documents such as codes and standards, either directly or through suppliers or agents of the Principal ;

4.3. To insure that adequate instructions and notice are given to LPI quality Limited in due time to facilitate proper performance for the Service requested ;

4.4. To advise LPI quality Limited of the date on which the Services are to commence, or to be resumed, and also of essential dates affecting the item(s) for which Services are being rendered ;

4.5. Generally to render all reasonable assistance to LPI quality Limited in providing necessary instructions, information, documents, safety and security information in connection with the working conditions, required equipment and access (as the case may be).

4.6. Documents reflecting engagements between the Principal and third parties or third parties' documents - if received by LPI quality Limited - are considered to be for information only and do not extend or restrict the scope of the services or obligations accepted by LPI quality Limited.

5. Invoicing, fees and payment

5.1. Payment

Payment is expected immediately upon receipt of the monthly invoices after the performance of the Service. All Inspections, Audits and other services are billed together in one monthly invoice, issued at the month-end. Monthly invoices should be settled by transfer (T/T) ,each party bearing their own bank charges (including intermediary bank charges if client's bank doesn't process the transfer themselves). Late payment will incur an interest charge at 1% per month, or fraction thereof.

5.2. Cancellation charges : we accept cancellation until 5 pm (China Time) the day before the projected Inspection date. After this limit, a missing inspection fee of 200 USD will be charged. LPI quality Limited advises its clients to then re-charge this cost to their factory when the factory is proved to be mistaken.

5.3. In the event that LPI quality Limited is being prevented from performing or completing in full requested Services, for any reason beyond its control, such as but not limited to, wrong information given by Client or Factory (e.g. goods not ready for



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Inspection despite information given by Factory,...), the Principal agrees to :

5.3.1 Reimburse any expenditure, and out of pocket expenses made or incurred in relation to this Service ; 5.3.2 Pay proportion of fees due for Services actually rendered and to release LPI quality Limited from all responsibility for partial or non-performance of the Services.

5.4. In the event when the Inspection must be cancelled on the projected Inspection day, because of wrong information given by Client or Factory (e.g. goods not ready for Inspection despite information given by Factory,...) a « missed inspection » fee of 200 USD will be charged, LPI advises its clients to then re-charge this cost to their factory when the factory is proved to be mistaken.

6. Liability and indemnification

6.1 Limitation of liability

6.1.1 LPI quality Limited is neither an insurer nor a guarantor and disclaims such capacity. Clients seeking a guarantee agA Channels Limited nst loss or damage should obtain appropriate insurance.

6.1.2 Subject to the Principal's instructions as accepted by LPI quality Limited (as specified in the terms of reference), LPI quality Limited will issue the Report relating to the facts as recorded by it within the limits of the instructions received and on the basis of the documents and information provided by the Principal (refer to ■4 above), but LPI quality Limited is under no obligation to report upon any facts or circumstances which are outside the specific scope of its assignment.

6.1.3 LPI quality Limited advice is given only in relation to documents and information provided by the Principal, and LPI quality Limited cannot be held liable if it has received incomplete or erroneous information.

6.1.4 In the event of false information being given to LPI quality Limited by a third party, LPI quality Limited accepts no liability.

6.1.5 LPI quality Limited undertakes to use its best efforts and to exercise due care and skill in the performance of its Services, and accepts liability only in case of negligence proven by the Principal.

6.2 Indemnification

6.2.1 In the event of LPI quality Limited being held liable in respect of any claim for loss, damage or expense of whatsoever nature and however arising, its liability to the Principal shall in no circumstances exceed ten times the total aggregate sum of fees paid for the specific Services for which a claim is made.

6.2.2 In addition, in case of the Service of pre-shipment inspections :

-Where less than 100% of the production is complete, our responsibility will only extend to those items completed at the time of inspection ; -The Report does not evidence shipment.

6.2.3 The Principal shall guarantee and indemnify LPI quality Limited and its servants, agents or subcontractors against all claims made by third parties for loss, damage or expense of whatsoever nature arising, relating to the performance or non-performance of any service, to the extent that the total sum of such claims



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exceed the limitation of liability mentioned in Article 6.2.1.

6.3 In the event of any claim, notice must be given to LPI quality Limited headquarters within seven days following discovery of the facts, or three months from the completion of the LPI quality Limited Service.

7. Termination of services

LPI quality Limited shall be entitled to automatically either terminate and/or suspend provision of services in the event that :

7.1 The Principal commits any material breach of its obligations under these terms and conditions and/or the terms of reference and (if such breach shall be capable of remedy) fails to make good such breach within ten (10) days of receipt of notice served by the Non-Defaulting Party (LPI quality Limited) requiring it so to do.

Material breaches include, without limitation any wilful and deliberate breach by the Principal of its obligations under clause 4 hereabove ;

7.2 The principal is insolvent or unable to pay its debts, in suspension of payments, or convenes a meeting of or compounds with its creditors or has a receiving order made against it or (other than for the purposes of bona fide amalgamation or reconstruction) has an order made or a resolution passed for its winding up or for the appointment of an administrator to manage its affairs, business and property or has a receiver or administrative receiver appointed over any of its assets or undertaking or if LPI quality Limited takes or suffers any similar or analogous action in consequence of debt.

8. Miscellaneous

8.1 The Report will reflect findings of the Service at the time and place of Service. This Report does not discharge sellers and suppliers from their legal and/or commercial obligations towards the principle.

9. Applicable and Governing law, Jurisdiction and settlement of dispute

9.1 Unless otherwise provided, these terms and conditions shall be governed by and construed in accordance with Hong Kong Law.



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9.2 All disputes or differences of any kind whatsoever between the parties in connection with or arising out of the services shall be submitted to the non exclusive jurisdiction of the courts of Hong Kong.