

Conditions of Sale

1. Interpretation

- 1.1 Seller means [Maxhealth Corporation] its successors and assigns.
- 1.2 Buyer means the person or company contracting with the Seller for the purpose of Goods.
- 1.3 Conditions means these Conditions of Sale.
- 1.4 Goods means all goods, merchandise, and services supplied by the Seller pursuant to these Conditions.
- 1.5 These Conditions apply to all sales of Goods by the Seller to the Buyer. Where any sale of Goods by the Seller to the Buyer proceeds without using some of the procedures or excludes some of the terms set out in these Conditions, the remainder of the procedures and terms otherwise apply.

2. Creation of Contract Between Seller and Buyer

- 2.1 The Buyer may from time to time make written requests to the Seller to provide a quotation for the supply of Goods.
- 2.2 If the Seller wishes to respond to the request for a quotation the Seller must do so within 14 days. That quotation is an offer by the Seller to sell the Goods mentioned in the quotation to the Buyer at the price and any additional conditions set out in the quotation and on these Conditions.
- 2.3 The offer in the quotation remains open for acceptance for 30 days.
- 2.4 If the Buyer wishes to accept the quotation they must notify the Seller in writing during that 30 day period.

3. Price

- 3.1 All prices shown in the quotation are for one (1) unit only unless otherwise stated.

4. Packaging

- 4.1 Unless packaging requirements are otherwise agreed in writing the Seller may package the Goods in such a manner as it thinks fit from.

5. Dispatch

- 5.1 Unless otherwise stated the Seller will arrange for dispatch of all Goods to the Buyer to the delivery point. The delivery point will be as agreed by the parties and failing any other agreement will be the Buyers address as specified in the request for a quotation.
 - 5.2 Subject to Condition 5.5 the Buyer will bear the cost of freight and insurance of the Goods to the delivery point.
 - 5.3 Any date for delivery of the Goods requested by the Buyer or supplied by the Seller is an estimated date only and the Seller shall be under no liability for any loss or damage howsoever rising if the Goods are not delivered by the due date or not delivered at all provided however that at the Seller's option the Seller may agree to replace the non delivered Goods within a reasonable time.
 - 5.4 Subject to Conditions 5.5 and 5.6 the risk of all loss or damage to the Goods passes to the Buyer on delivery of the Goods to the delivery point.
 - 5.5 If the Buyer notifies the Seller of any alternative delivery arrangements the Buyer will be liable for the cost of freight for such arrangements and risk will pass to the Buyer on dispatch by the Seller of the Goods to the Buyer's carrier at which time delivery will be deemed to have been given to the Buyer.
 - 5.6 Notwithstanding the extent to which the Seller accepts risk for damage to the Goods the Buyer shall be deemed to have accepted all damaged Goods unless:
 - (1) notification in writing stating the extent and probable cause of damage is received by the Seller of such damaged Goods within seven days of delivery; and
 - (2) the Goods are returned to the Seller at the address of the Seller appearing in the quotation within 14 days of delivery.
- The Seller shall be under no liability for any loss or damage caused to the Buyer as a result of the Goods being damaged during a period of time that the Goods were at the Seller's risk however the Seller will at the Seller's option either replace the damaged Goods within a reasonable time or refund any of the purchase price paid by the Buyer to the Seller.

6. Payment

- 6.1 The Seller will, on or before dispatch of the Goods, render to the Buyer an invoice with respect to each consignment of Goods.
- 6.2 Subject to the provisions of the quotation (or any other agreement in writing between the Buyer and the Seller) the Buyer must pay for the Goods within 30 days of the date of the invoice.
- 6.3 Payment must be for the full amount unless any Goods are returned as damaged or defective (to the extent that the Seller bears the risk of damage or defective Goods under these Conditions) in which case payment must be in full for the undamaged or sound Goods.
- 6.4 If the Buyer delays in payment in full the Buyer must, pay interest on the overdue amount at the rate of 3% per month accruing daily from the date the amount fell due until payment in full.
- 6.5 The Seller's right to charge interest is without prejudice to any of the Seller's rights arising as a result of a breach of these Conditions.

7. Title

- 7.1 The Seller reserves the following rights in relation to the Goods until all accounts owed by the Buyer to the Seller are fully paid:
 - (1) legal ownership of the Goods;
 - (2) to enter the Buyer's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods;
 - (3) to keep or resell any Goods repossessed pursuant to (b) above.
- 7.2 If the Goods are resold or goods manufactured using the Goods are sold by the Buyer, the Buyer must hold such part of the proceeds of any such sale as represents the invoice price of the Goods sold or used in the manufacture of the Goods sold in a separate identified account as the beneficial property of the Seller and shall pay such amount to the Seller on request. Notwithstanding these provisions, the Seller is entitled to maintain an action against the Buyer for the purchase price of the Goods.

8. Force Majeure

- 8.1 The Seller shall not be liable for any failure or delay to supply the Goods in any substantial way due to any cause beyond its control such as, but not limited to any act or neglect of any carrier, subcontractor, manufacturer or supplier of the Seller, Act of God, strikes, lockouts, bans or other industrial disturbance, fire, flood, explosion, civil right or commotion, government interference or request, by-laws, rules or regulations or orders of any competent authority. No such failure or delay shall entitle the Buyer to terminate any agreement and the Seller's obligation to the Buyer shall be suspended without liability on the part of the Seller while such cause exists.

9. Default

- 9.1 Upon the happening of any of the following events:
 - (1) the commission by the Buyer of any act of bankruptcy or the Buyer going into liquidation or a petition being presented for the sequestration of the Buyer's estate or for the winding up of the Buyer; or
 - (2) the Buyer assigning its property for the benefit of creditors or having a receiver, administrator or official manager appointed to any of its assets; or

(3) the Buyer failing to make any payment to the Seller on the due date; or

(4) the Buyer being in breach of any of these Conditions, then in any such event the Seller shall without prejudice to any other remedies have the right to:

(1) cease production of the Goods; and/or

(2) decline to deliver the Goods or any balance of the Goods still due under these Conditions; and/or

(3) stop any Goods in transit; and/or otherwise cease to perform any of its obligations to the Buyer; and/or

(4) terminate these Conditions without incurring any liability under law or in equity or without prejudice to its rights to recover amounts owing to it by the Buyer and/or damages; and/or

(5) enter into the premises and repossess any Goods already delivered and whether or not property in such Goods has passed to the Buyer in respect of which entry the Buyer shall indemnify and keep indemnified the Seller for all damages for which the Seller may be responsible for; and/or

(6) recover from the Buyer the contract price together with default interest of all Goods delivered and for freight, storage, handling and other expenses incurred by the Seller; and/or

(7) to sell the Goods elsewhere and charge the Buyer with any resultant loss.

10. Cancellation of Orders

10.1 Where the Buyer wishes to cancel an order after written acceptance of a quotation the Seller may, at the Seller's discretion, agree to waive any rights it has under these Conditions provided all costs and expenses by the Seller are paid to the Seller by the Buyer together with the fee of 10% of the price for the Goods. The Buyer acknowledges the Seller is not obliged to agree to any cancellation request and will not do so if the order relates to customized Goods.

11. Liability of Seller under Legislation

11.1 Subject to the provisions of Condition 11.2 the liability of the Seller for breach of any conditions or warranties, if any, implied by the Trade Practices Act and/or the Sale of Goods Act (as amended) and/or any other act or legislation relevant to the Goods shall be limited to one of the following at the Seller's option:

(1) the replacement of Goods or the supply of equivalent Goods; or

(2) the repair of the Goods or;

(3) the payment of the cost of replacing the Goods or acquiring equivalent Goods; or

(4) the payment of the cost of having the Goods repaired.

11.2 To the full extent permitted by law:

(1) all warranties or liabilities imposed or implied in relation to the Goods whether by law or by statute are expressly negatived.

(2) the Buyer shall at the Buyer's cost and expense exhaust all remedies available from any manufacturer's warranty relevant to the Goods which is still valid prior to the Seller incurring any obligation under Condition 11.1.

11.3 The Buyer shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other goods or materials even if the Seller had or should have had prior knowledge of the use for which the Goods would be put.

12. General

12.1 These Conditions shall be governed and construed in accordance with the laws of Taiwan R.O.C.

12.2 All notices to be served on the Buyer shall be deemed to be duly served if left at or sent by ordinary prepaid post to the last known address of the Buyer. The Buyer shall be deemed to have received any notice 2 days after posting.

12.3 The Buyer shall not sign any rights or obligations under these Conditions without the prior written consent of the Seller.

12.4 No waiver by the Seller of any default by the Buyer in the performance of any obligation or condition of these Conditions shall be or deemed to be a waiver of that or any other obligation or condition.

12.5 The Buyer acknowledges and accepts that all Goods are supplied by the Seller pursuant to these Conditions of Sale.