

**EduSmart Company Limited**  
**Standard Sales Terms and Conditions**

**1. Definition**

This Standard Sales Terms and Conditions (“ST&C”) contains the policy and information about rights and obligations of the parties herein with respect to sale and purchase of any kind of books, magazines, learning materials, tools and equipment, electronic learning products and any other kind of physical or digital products (“Goods”); and workshops, seminars, training sessions, consulting, and any other professional services (“Services”) provided by EduSmart Company Limited (“EDU”) to the customer (“Customer”). In this ST&C, Group means EDU and its holding, subsidiary, associated and affiliated companies.

**2. Transaction**

- a. Unless otherwise agreed upon, this ST&C constitutes the entire agreement between EDU as the seller and the Customer as the purchaser, with respect to any sales transactions relating to the Goods and the Services between the parties. Subject to Clause 16(a) of this ST&C, EDU expressly rejects any changes, additions, modifications or deletions to those standard sales terms and conditions stipulated in this ST&C that are not based on mutual agreement in writing by both EDU and the Customer.
  
- b. Unless otherwise stated, all orders for the sales of Goods and provision of Services tendered by EDU by way of issuance of invoices to the Customer are subject to this ST&C which may only be varied by an authorized official of EDU, in writing as EDU thinks fit. Except as provided above and otherwise stated in Other Agreement(s) (if any and applicable) as stipulated in Clause 3 of this ST&C, this ST&C governs all transactions relating to the Goods and Services between EDU and the Customer and in case of any inconsistency and disputes, this ST&C overrides all standard or special terms and conditions provided or adopted by the customer.

- c. EDU's employees or agents are not authorized to make any representation, promise, undertaking, warranty and etc. on behalf of EDU and the Group concerning the Goods and Services unless confirmed by EDU in writing. The Customer acknowledges that any representation, promise, undertaking, warranty and etc. made by EDU's employees or agents on behalf of EDU shall not be relied on by the Customer unless it is confirmed by EDU in writing.
- d. Unless otherwise agreed by EDU and the Customer, the terms and conditions stipulated in this ST&C shall automatically incorporate into such purchase orders issued by the Customer to EDU or invoices issued by EDU to the Customer and be treated as part of the terms and conditions therein.
- e. This ST&C shall take effect upon acceptance, which occurs when the Customer places an order or makes payment therefor.
- f. By engaging Services and/or ordering Goods of EDU or making payment therefor, the Customer is deemed to have accepted this ST&C.

### **3. Other Agreement(s)/ Addendum**

From time to time, EDU and the Customer may enter into other agreement(s) or Addendum ("Other Agreement(s)") which may contain provisions that conflict with or otherwise alter the terms and conditions contained herein. In such cases, these properly executed Other Agreements shall control, for the relevant transaction(s) only and the terms and conditions contained therein shall supersede and replace or amend this ST&C to the extent called for in the Other Agreement(s). Any terms or conditions of this ST&C which is not contrary to Other Agreement(s) or specifically altered by such Other Agreement(s), shall also incorporate into such relevant transaction(s) and remain in full force and effect.

### **4. Purchase Orders for Goods and/or Services**

- a. Orders must be placed via EDU's online platform or by other authorized methods permitted by EDU. Otherwise, EDU shall have the right not to accept any purchase order.

- b. No order submitted to EDU shall be deemed to be accepted by EDU unless and until a written confirmation is issued (either by invoice submitted with Goods delivered, Services performed or otherwise) by EDU.
- c. No order, which has been accepted by EDU, can be unilaterally cancelled or terminated by the Customer except with the agreement in writing of EDU and on terms that the Customer shall indemnify EDU in full against all losses (including but not limited to loss of profit), costs (including but not limited to the cost of all labour and material used), damages, charges and expenses incurred by EDU as a result of cancellation or termination.
- d. For pre-order of new products of EDU, e.g. titles for 2nd School Term, the release date is solely decided by the publisher as it thinks fit and also subject to its alteration and modification. Generally, they will be delivered once the new products of EDU and the stock thereof are available.
- e. EDU reserves its right at any time which EDU thinks fit, by giving notice to the Customer at any time before delivery or performance, but without prior consultation with any Customer, to unilaterally adjust the price of the Goods and/or Services to reflect any change in the cost to EDU which is due to any factor beyond the control of EDU (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, scheduled service dates, quantities or specifications for the Goods and Services which is requested by the Customer, or any delay caused by any instructions of Customer or failure of the Customer to give EDU adequate information or instructions.

## **5. Sales of Goods and Services**

- a. Any description (whether verbal or written) given or applied to the Goods and Services is given by way of identification only and use of such description shall not constitute a sale by description. The content of any leaflet, pamphlet, advertisement and other similar materials of the same nature shall not be treated

as representation, promise, undertaking and term of any transaction between EDU and the Customer. For the avoidance of doubt, the Customer shall not in any way rely on any description in relation to the sale of Goods and Services provided by EDU.

- b. Where a sample of the Goods is shown to and inspected by the Customer, the parties hereto accept that such a sample is not representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.
- c. All information relating to the Goods and Services given by EDU to the Customer is for the Customer's reference only and the Customer shall not in any way rely on the particular skill, knowledge and experience of EDU in choosing and purchase of the Goods and Services of the EDU. The Customer shall rely on its own skill, knowledge and experience in choosing and purchase of the Goods and Services and is also advised to seek proper independent professional opinion from the third party before making any purchase order with EDU. In any way, the Customer shall be exclusively responsible for ensuring the Goods and the Services to meet its need, use and purpose.
- d. Unless otherwise stated or agreed upon in the subsequent purchase order or Other Agreement (s) made between EDU and the Customer, no warranty of the user of the Goods and Services or its suitability to the use of the Customer or its adaptability in the market is given by EDU to the Customer.
- e. EDU will provide Services with due care, skill, and professionalism. Services schedules and content may be adjusted if required to meet learner or organizational needs at the costs of the Customer.
- f. The customer must provide all necessary information, facilities, and cooperation required for the effective delivery of the Goods and/or Services. Any delay caused by the Customer may affect delivery times or costs solely at its own risks.

## **6. Ownership of unpaid Goods / Risk of Goods**

- a. Unless otherwise stated, risk of Goods shall transfer to the Customer upon receipt of the Goods either at the time of delivery, or otherwise as soon as the Goods are handed over to the Customer/ Customer's designated agent /carrier at EDU's warehouse or designated location in Hong Kong, or at the time when EDU has tendered delivery of the Goods even if the Customer wrongfully or unreasonably fails to take delivery of the Goods. In the circumstances, the Customer shall solely bear all risks therefor at its own costs.
- b. Notwithstanding delivery and the passing of risk in the Goods, or any other provision in this ST&C and Other Agreement(s), the title in the Goods shall not pass to the Customer until EDU has received in payment in full of the price of the Goods.
- c. Prior to full payment and settlement of the price for Goods, the Customer shall not without the prior approval of EDU in writing be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of EDU, but if the Customer does so all moneys owing by the Customer to EDU shall (without prejudice to any other right or remedy of the EDU) forthwith become immediately due and payable.
- d. Unless otherwise agreed by EDU to accept the return of the ordered Goods, the Customer shall have the obligation to fully settle the price of the Goods ordered by the Customer to EDU in accordance with the terms and conditions stipulated in the respective purchase order made between EDU and the Customer or the respective invoice issued by EDU to the Customer.

## **7. Goods Return or Services Cancellation / Rescheduling**

- a. **Return for damage/wrong delivery** – In case of any damaged or wrong delivery of Goods, the Customer must inform EDU's customer service department within 7 days from the date of receipt of the ordered Goods by the Customer to execute the subsequent return of Goods and all returned Goods shall be settled by stock exchange by EDU following its own policy.

- b. All digital products, including but not limited to e-books, online courses, and digital subscriptions, are non-returnable and non-refundable upon delivery or provision of access.
- c. **Cancellations / Rescheduling** – In the event a Service is required to be rescheduled or cancelled by the Customer, a sufficient notice must be reasonably made by the Customer in writing to EDU with reasonable and sufficient time prior to the scheduled commencement date. EDU reserves the right to charge the Customer for all costs incurred prior to receiving notice of cancellation from the Customer and all other additional costs (if any).
- d. **Attendance & Participation** – It is the Customer's full responsibilities to ensure participant attendance and engagement of the Services. Missed sessions shall be solely at the Customer's own loss and will not be refunded or rescheduled by EDU unless otherwise agreed.
- e. Fees for Goods and Services shall be payable in advance unless otherwise agreed by EDU. There is no refund for delivered Services.

## **8. Credit Control**

- a. Where the Customer has a valid credit account with EDU, all Goods are supplied and Services are performed in accordance to the credit terms granted by EDU at its absolute discretion. Failure to settle outstanding payments on due dates will entitle EDU to withhold any further supplies of Goods and Services performance without prejudice to any other claim or right EDU may have against the Customer for any compensation and without incurring any liability whatever to the Customer for non-delivery or any delay in delivery. EDU shall be entitled to charge interest on top of any overdue amount at a rate of 2% per month or the maximum allowable by applicable law, whichever is lower.

- b. EDU may, at its own discretion, supply the Goods and perform Services to the Customer at the listed price less discount in accordance to the credit terms which may have been agreed between EDU and the Customer in writing before.

## **9. Sub-Contracting**

The Customer hereby declares and agrees that it will only personally conduct non-exclusive retailing sale of the Goods and/or Services within the territory of the Hong Kong Special Administrative Region (“Hong Kong”) only and it is not allowed to sell the Goods and/or Services to any other distributor(s) without the consent of EDU in writing. This ST&C between the Customer and EDU for the sale and purchase of Goods and/or Services shall not be assigned or transferred, nor performance of any obligation sub-contracted, in either case by the Customer, without the prior written consent EDU in writing. Personal performance of the obligations by the Customer to this ST&C is a must.

## **10. Reselling**

- a. The Customer is not permitted to resell the Goods and/or Services to any other distributors without EDU’s prior written consent. The Customer is only allowed to do non-exclusive retailing sale of the Goods and/or Services, and shall only non-exclusively resell the Goods and/or Services via proper reselling channels which are determined at EDU’s absolute discretion. No Customer shall be permitted to engage in any second-hand dealings or redistribution of EDU’s Goods to third parties.
- b. All Goods and/or Services sold to Customer are restricted to be resold within the territory of Hong Kong only. Any violation of the above shall be treated as a breach of condition and EDU shall have the right to (i) terminate this ST&C and all transactions with the Customer with immediate effect (including an immediate demand for all outstanding amounts owing to EDU) and seek proper reliefs therefor; and (ii) claim against any defaulting or wrongful party for compensation if EDU is aware of any unauthorized export or resale of Goods and/or Services into other territories (which are other than Hong Kong) directly or indirectly caused by the Customer without EDU’s prior written consent.

## **11. Intellectual Property Rights**

- a. All copyright and any other intellectual property rights whatsoever related to the Goods supplied and all materials, methodologies and contents (“service materials”) provided in connection with the Services performed to the Customer belong to the respective suppliers, publishers, EDU or its group companies.
- b. The Customer shall use its best endeavors to protect the copyright and intellectual property rights of the Goods and service materials and it shall avoid using or dealing with the Goods and service materials which may result in infringement, interference with or undermining EDU’s rights as mentioned. Without EDU’s consent in writing or otherwise stated in this ST&C, the Customer shall not copy, reproduce, share, upload, distribute, or resell any products of EDU; and also, the Customer shall not directly or indirectly commit any act or omission which will infringe the copyright and intellectual property rights whatsoever related to any product of EDU, the Goods and service materials. The Customer further undertakes not to commit any act damaging the goodwill and reputation of EDU and EDU Group. Otherwise, the Customer shall fully indemnify EDU and EDU Group from all losses and damages arising therefrom.
- c. In case of any infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights in the Goods and service materials or other alleged violation of copyright of which the Customer is aware, the Customer is obliged to forthwith notify EDU in writing of the cases without delay.

## **12. Liability**

- a. Unless otherwise agreed in writing, delivery of Goods and provision of Services shall take place on or as close as possible to the date required by the Customer. Any date(s) quoted for delivery of the Goods and provision of the Services are approximately only and EDU shall not be liable for any

delay in delivery of Goods and provision of Services however caused. Time for delivery of the Goods and provision of the Services shall not be of the essence of this ST&C unless otherwise agreed by EDU in writing.

- b. EDU shall not under any circumstances whatsoever and however arising be liable for any indirect or consequential damages however caused as they shall be treated as too remote and unreasonable. The Customer undertakes to duly comply with the terms and conditions of this ST&C and Other Agreement(s) (if any and applicable) and shall compensate EDU for all losses and damages arising from and out of the breach thereof.
- c. The maximum liability of EDU for any loss, costs, expense or damage suffered by the Customer as a result of the Goods and the provision of the Services being defective in any way or as a result of any other cause whatsoever or in respect of any breach or non-performance of any order shall be limited to the refund of the invoice value to which the claim relates, or limited to the purchase price paid by the Customer to EDU for the Goods or the Services provided that if EDU shall replace such defective Goods with Goods or rectify the Services which conform with relevant order. In both cases, EDU shall be under no further liability whatsoever to the Customer.
- d. In the event that EDU is prevented from carrying out its obligations under this ST&C as a result of any cause beyond its reasonable control or under any force majeure factors including but not limited to acts of God, act or omissions of civil or military authority, war, fire, flood, nature, disaster, labour disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority, EDU shall then be fully relieved of any liability as bound by this ST&C or any purchase order and no further complaint, claim, action or proceedings shall be raised by the Customer against EDU for any compensation therefor.

### **13. Termination/Cancellation**

- a. EDU has the right to terminate this ST&C if the Customer breaches or violates any terms and conditions stipulated in this ST&C as well as Other Agreement(s) and EDU shall have further rights to claim against the Customer for all losses and damages arising from and out of the Customer's violation and seek proper reliefs.
- b. Any outstanding purchase order, which has not been completely performed, made between EDU and the Customer prior to or after the termination, EDU may, in its own absolute discretion, have the option either to: -
  - (i) go on and continuously perform any or all of the outstanding purchase order(s) made between EDU and the Customer in accordance with the terms and conditions therein and the terms and conditions stipulated in this ST&C and if that is the case, the Customer shall then also have to duly comply with all obligations therein; or
  - (ii) cancel any or all of such outstanding purchase order(s) made between EDU and the Customer. If EDU chooses to do so, EDU shall repay to the Customer any sums paid by the Customer under the relevant outstanding purchase order(s) but in any event, EDU shall not be liable for any loss or damage whatever arising from the termination or cancellation and no further complaint, claim, action or proceedings shall be raised by the Customer against EDU for any compensation therefor.

### **14. Anti-Bribery / Anti-Corruption**

EDU prohibits the giving, receiving or exchange of gifts or gratuities as a condition of, or in exchange for, business considerations. EDU will report any knowledge of bribery or corrupt activities to the Customer's management representatives and/or applicable governmental or regulatory authorities as the situation may warrant.

## **15. Protection of Confidential Information**

All Information or details pertinent to any purchase order are secret between EDU and Customer and should be treated with strict confidence. The Customer shall not disclose to any third party any details or information of the purchase orders, including prices and credit terms or any other confidential information which has been obtained in connection with the terms and conditions of this ST&C unless such disclosure is required by law or regulatory authority.

## **16. Others**

- a. Whenever deemed appropriate and necessary and without prior consultation with any Customer, EDU at any time is entitled to unilaterally review and change any term and condition of this ST&C in relation to the supply of the Goods and performance of Services in future purchase order(s), variation of the credit terms to be offered to the Customer for future purchase order(s), demand repayment of all outstanding amounts owed by the Customer to EDU, in such way as EDU thinks fit, by giving a written notice to the Customer.
- b. Nothing contained in this ST&C shall be construed as establishing or implying any partnership or joint venture between EDU and the Customer and also, nothing in this ST&C shall be deemed to construe either of the parties as the agent of the other.
- c. Unless the context requires otherwise, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa.
- d. Any delay or failure by EDU to enforce at any time or for any period any breach of the terms and conditions this ST&C or Other Agreement(s) shall not be a waiver of EDU of its right at any time subsequently to enforce any provisions of this ST&C. No waiver by EDU of any breach of this ST&C

or Other Agreement(s) by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

- e. If any provision of this ST&C is held by any court or other competent authority to be void or unenforceable in whole or in part, such provision shall be treated as deleted and this ST&C shall continue to be valid as to the other provisions thereof and the remainder of the valid provisions.
- f. This ST&C and Other Agreement(s) (unless otherwise stated therein) are construed and shall be governed by in all respects in accordance with the laws of Hong Kong and EDU and the Customer agree to submit to the non-exclusive jurisdiction of the court(s) of Hong Kong to deal with any dispute which has occurred or may occur in connection with the sale of the Goods and provision of Services by EDU to the Customer.
- g. For the purpose of the Contracts (Rights of Third Parties) Ordinance (Cap.623) (“CRTPO”), a person who is not a party to the relevant transaction subject to this ST&C and Other Agreement(s) (if any) has no right under the CRTPO to enforce or to enjoy the benefit of any term of this ST&C and Other Agreement(s).