## info@hktesting.com.hk

Froto.

寄件者:

LI, Leo <leo.li@ft.com.hk>

寄件日期:

2020年11月9日星期一 11:32

收件者:

info@hktesting.com.hk

副本:

TSANG, KW

主旨:

PO1000966371

附件:

1000966371 - HONG KONG TESTING.pdf

Dear Sir/Madam,

Please find attached PO for your reference. Thanks.

Best Regards Leo Li

FT Laboratories Ltd

Location: DD77 Section 1552 S.Ass 1RP, Ng Chow South Road, Ping Che, Fanling, N.T., Hong Kong

Postal address: P.O. Box 830, Fanling Post Office, Fanling, N.T., Hong Kong

Tel.: (852) 2758 4861 // Fax: (852) 2758 8962 // Direct: (852) 2275 1537 // Mobile: (852) 5596 6123

E-mail: <u>leo.li@ft.com.hk</u>
Web: http://www.ft.com.hk

G(70)0-0989) FDOTO

Final Confirmed Quotation

Handled By: H. Date: 9 M

Approved By: Date: 16 H.



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#### **PURCHASE ORDER**

Date: 09.11.2020

Order no.: 1000966371

Allocation object: VSFX.PROCON

Company Code: VSFX

This Purchase Order No. must be quoted on all invoices and correspondence in connection with

this order.

# Contract issuer FT LABORATORIES LTD

8 Sun Yip Street, Chai Wan 20/F, Eight Commercial Tower

Hong Kong Hong Kong

Tel.: +852 2590 2288

Fax: +852 2590 0290

SUPPLIER:

SAP Id: 399442

HONG KONG TESTING CO., LTD. RM 205,2/F.,FUK SHING COMM. BLDG, 28 ON LOK MUN ST., ON LOK TSUEN, FANLING

Hong Kong

Order followed by:

Leo LI

E-mail: leo\_li@ft.com.hk

**Delivery Address** 

FT Laboratories Ltd Lot No. DD77 Section 1552 S.A. ss 1 RP, Ng Chow South Road, Ping Che, Fanling, N.T.

Hong Kong
Project/service:

Project/service: Concrete Department

Invoicing address

FT Laboratories Ltd.,, c/o Dragages Hong Kong Limited 3/F., Island Place Tower 510 King's Road, North Point HONG KONG

Purchasing conditions (INCOTERMS): DDP SEE BELOW DELIVERY ADDRESS

P.Req. Ref.

20/11/001

Supplier reference:

Q2020-0989

Miscellaneous

ORDER REQUESTED BY K.W. TSANG

ITEM	DESCRIPTION	QTY/UNIT	UNIT RATE	TOTAL PRICE	DELIVERY DATE
10	LOAD VERFICATION OF FLEXURAL MACHINE	1 EA	2,800.00	2,800.00	20.11.2020
	INCLUDED 2 LOADING RANGE (FROM 5KN TO 100KN) CS1:2010				
20	EXTRA OVER CHARGE FOR ADDITIONAL REPORT	1 SET	300.00	300.00	20.11.2020
	FOR DIFFERENT STANDARD				
30	PERFORMANCE VERIFICATION TEST (STABILITY	2 EA	1,500.00	3,000.00	20.11.2020
	TEST) OF COMPRESSION MACHINE				
40	EXTRA OVER CHARGE FOR ADDITIONAL REPORT	6 SET	300.00	1,800.00	20.11.2020
	FOR DIFFERENT STANDARD				
Payment conditions and mode: 45 DAYS EOM DATE INVOICE BY CHEQUE			Discount		395.00 HKD
			Net amount	7,	505.00 HKD

This Order is subject to the above and the conditions overleaf to which the Supplier's attention is drawn. By signing this Order the supplier acknowledges having read and understood and accept its content. Please acknowledge receipt in returning the attached copies duly signed. Failure to acknowledge receipt might delay the payment of the invoice.

Nothing in this agreement confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this agreement.

You can scan this QR code to authenticate the





## Order no. (continued)

#### 1000966371 Date: 09.11.2020

#### TERMS AND CONDITIONS OF PURCHASE ORDER

This Order is placed by FT LABORATORIES LTD (in the following conditions called "the Company").

- 1. The materials, goods, services or things shall be supplied in accordance with the description contained herein.
- 2. The materials, goods, services or things supplied shall comply with the relevant Standards Specification or other relevant standards specification current at the date hereof which the Company is obliged to comply with by virtue of the Law or
- 3. Materials, goods, services or things supplied and the workmanship in respect thereof shall be in accordance with the standards laid down in any contract, order, specification, bills of quantities, manual or other document which the Company is obliged to comply with by virtue of its obligations to its Employer.
- 4. There shall be no obligation upon the Company to pay for such materials, goods, services or things which are delivered to the site and are in excess of the quantity or part required and directed by the Company to be delivered in accordance with Clause 8 hereof.
- 5. For all materials of goods to be paid for by weight, authenticated weight tickets shall accompany delivery notes, the cost of obtaining which shall be borne by the Supplier.
- 6. No variation of the Order whether by way of addition or omissions required by the Company shall vitiate this contract.
- 7. The price shall include for all charges for packing and delivery to the site, and the liability until such delivery for loss of or damage to the materials, goods, services or things shall be with the Supplier.
- 8. Delivery of the materials, goods, services or things shall be made in such quantities or parts thereof at such time or times (or of the whole at such time) as and when required and directed by the Company in writing to be delivered to the site.
- 9. In the event of late delivery or non-delivery of any of the goods or materials when required the Company shall have the right to determine this contract forthwith without prejudice to any other of its rights or remedies hereunder.
- 10. The Supplier shall ensure that all vehicles making deliveries shall comply with the Road Traffic Ordinance for the time being in force and regulations made thereunder.
- 11. All invoices shall bear this Order Number and References.
- 12. After delivery of the materials, goods, services or things in accordance with Clause 8 hereof, payments shall be made by 20th of the following month provided the invoice is received by the Company before 15th of the month proceeding.
- 13. No responsibility is accepted by the Company for any materials, goods, services or things supplied unless the Order is signed by an authorised official of the Company.
- 14. Any terms and conditions in the Supplier's quotation or put forward by the Supplier prior to or after the date hereof shall not form part of this contract, unless and then only to the extent the same is specifically agreed in writing by the Company.
- 15. No waiver by the Company of any breach of any of the conditions covered by this Order shall be effective or binding on the Company unless expressed in writing, and any waiver so expressed shall not limit or affect the Company's rights with respect to any other or future breach.
- The Supplier shall make good by replacement or otherwise to the satisfaction of the Company any defects in the materials, goods, services or things supplied and shall also make good to the Company all direct and indirect losses, expenses including but not limited to liquidated damages suffered by the Company arising out of or in consequence of such defective materials, goods, services or things and in particular (and without prejudice to the generality of the foregoing) the Supplier shall make good by replacement or otherwise to the satisfaction of the Company any defects in the materials, goods, services or things supplied appearing, when the same are used in projects which will enjoy the benefit of a warranty to the Company's employer, during the period that such a warranty validly exists in law and shall make good any loss or expense incurred by the Company arising out of or in consequence of such defects, and shall keep the Company fully and effectually indemnified against all claims, losses, damages, actions, proceedings and costs directly or indirectly incurred in respect thereof.
- 17. The Supplier warrants that the sale and use of the materials, goods, services or things shall not infringe any Hong Kong or foreign patents and shall indemnify the Company against any loss, expense, action, cost, claim or demand made by a third party and arising out of the purchase and/or use thereof by the Company.
- 18. Any breach on the Supplier's part of any expressed or implied terms or conditions herein contained (and whether or not the materials, goods, services or things or any part thereof shall have been accepted by the Company or the title therein passed to the Company) shall entitle the Company, in its discretion, and without prejudice to any other of its rights or remedies, to treat the contract as having been repudiated or to treat such breach as a breach of warranty giving rise to claim for damages.
- 19. The Supplier shall not assign this order or any part thereof or any benefit or interest therein or thereunder without the written consent of the Company.
- 20. If the Supplier commits an act of bankruptcy or enter into liquidation or has a provisional liquidator or a receiver appointed or enters into any arrangement or composition with his creditors or ceases to trade, then the Company may determine this contract at any time thereafter and shall be liable to pay for only such materials, goods, services or things as have been by that date properly delivered and used by the Company and shall be entitled to deduct from any moneys so payable any loss or expense resulting from such determination.
- Company and shall be entitled to deduct from any moneys so payable any loss or expense resulting from such determination.

  21. In case of termination or suspension of the main contract between the Company and its Employer this contract shall be automatically suspended or terminated, and the company shall only be liable to pay the supplier for only such materials, goods, services or things as have been by that date properly delivered and used by the company.
- 22. If any dispute arise between the company and the supplier in connection with this contract it shall be referred to the arbitration and final and biding decision of a single person agreed between the parties, or failing such agreement, finally settled through Arbitration in the SAR of Hong Kong in accordance with and subject to the Provisions of the Arbitration Ordinance or any statutory modification thereof for the time being in force. The Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this clause unless the Parties agree to the contrary. The language shall be English.
- 23. The Supplier shall ensure that all the staff and/or labourers it engages to fulfill the present Order shall comply with the Immigration Ordinance.
- 24. The Supplier shall comply with the safety regulations or instructions being in force at the place of delivery including but not limited to: wearing of relevant personal protective equipment, compliance with the Construction Sites (Safety) Regulations in respect of lifting equipment,



## Order no. (continued)

1000966371 Date: 09.11.2020

Labelling (in both Chinese and English) containers of dangerous substances.

The Supplier shall comply with our Corporate Social Responsibility charter, notably in terms of Ethics, Labour Standards such as reedom of association and the right to collective bargaining, use of forced or compulsory labour, use of illegal labour, child labour, discrimination and pay, Health and Safety and Environmental Protection. (Copy of the charter provided upon request, or download in https://www.bouygues.com/wp-content/uploads/2016/07/charte\_rse\_8p\_ang.pdf)

26. The Supplier shall be responsible to maintain Professional Liability Insurance, as the case may be as well as appropriate insurance policies in respect of its labour, equipment, plant, vehicles, third party liability in relation to the supply and/or delivery of the materials, goods,

services or things subject to the present order

Any monies deductible or recoverable by the Company from the Supplier arising out of this Purchase Order or on account of any overpayment may be so deducted or recovered by the Company from any monies due or which may become due to the Supplier whether under this Purchase Order or any other order or agreement.

This Contract and these terms and conditions shall be governed and construed in accordance with the Laws of the Hong Kong SAR. All information under this Purchase Order shall be treated 'CONFIDENTIAL INFORMATION' between the Supplier and the Company.

Disclose/divulge to third parties without prior consent of the Company is strictly forbidden.

Issuer LEO.LI	Validation VICTOR.LAI	Supplier A/R
6.	Videli	Date: Name: Signature: