

# 《租用及銷售條款及細則》

## 租用條款 GCMT20230316

### 1. 所有權

- 1.1 出租設備（下稱「設備」）之所有權始終屬於金駿機械貿易有限公司（下稱「金駿機械」）。
- 1.2 客戶僅於租期內享有設備之使用權。
- 1.3 租賃期乃指設備離開出租人之指定地點或倉庫之時起計，直至設備返回該地點或倉庫之時止。

### 2. 使用權限制

- 2.1 租用期間，金駿機械同意客戶享有設備之使用權，惟客戶不得：
  - (a) 出售、轉讓、轉租、轉借設備；
  - (b) 將設備作為抵押、質押或擔保；
  - (c) 改裝設備或安裝額外裝置；
  - (d) 透過非金駿機械指定之廠商或人員進行檢查、維修或保養。
- 2.2 未經金駿機械事先書面同意，客戶不得作出上述任何行為。

### 3. 使用權限

- 3.1 租金已包括每月最多 234 小時使用時數。
- 3.2 如未有特別註明，超出使用時數之租金按原租約平均租金之 1.3 倍計算。
- 3.3 如客戶有任何逾期付款，出租人有權就逾期金額按每月百分之二（2%）計算及收取利息，並由到期日起按日累計至實際清付日止。
- 3.4 如設備需轉換工作地點，必須事先獲得金駿機械同意，以便進行檢查及維修。
- 3.5 更改後之工作地點包括但不限於海邊、隧道、泥井或偏遠地區，租金將另議。
- 3.6 在轉移設備時，客戶須負責相應之運輸及安裝費用。
- 3.7 如轉移設備期間造成任何損壞或損失，客戶需承擔全部責任。

### 4. 操作人員

- 4.1 設備必須由當地相關法例認可之合資格操作人員使用或操作。
- 4.2 租賃期間有關操作員在工地上之管理及工作安排，均由客戶全權負責。

### 5. 基本維護工作

- 5.1 租用期間，客戶須自行檢查及負責設備之基本維護工作，包括但不限於：
  - (a) 檢查設備是否操作正常；
  - (b) 檢查機油、液壓油、水箱冷卻水、電瓶液是否足夠；
  - (c) 檢查輪軸（如有）是否出現不正常損耗。
- 5.2 如有任何異常狀況，客戶應即時通知金駿機械進行進一步檢查。

## 6. 定期保養

6.1 租用期間，如因客戶不當操作、維護不善或其他人為因素所引起的損壞，則需另行收取維修費用。

## 7. 燃油品質引起的問題

7.1 因柴油或汽油品質問題而引致的機械故障，金駿機械將會收取額外維修費用。

## 8. 配件損耗

8.1 除另有書面約定外，所有因使用設備而產生之附件、配件及易耗品之正常損耗、更換及補充（包括但不限於斗齒、刀板、割刀、鑽頭、錘杆、油封、軟管及濾芯），均由客戶自費承擔。

8.2 如因不正常或不當使用設備（包括但不限於超出建議工況使用、撞擊、誤用或疏於保養）而導致任何附件或配件出現裂紋、破損或變形，所有檢查、維修及更換費用，概由客戶承擔。

8.3 出租設備如配備挖斗者，將提供七成新或以上之斗齒；租賃期間如需更換斗齒，其費用由客戶支付。

8.4 租用之油壓炮，將提供一支七成新或以上之錘杆；租賃期間如需更換錘杆，其費用由客戶支付。

## 9. 損壞及遺失

9.1 客戶須妥善、安全地保管租賃設備，並確保設備歸還時處於良好狀態。

9.2 如設備表面或機件沾滿水泥，將會收取清潔費用。

9.3 如設備在租賃期間因任何原因（包括但不限於不當使用、保養不當、工地意外、盜竊、火警、颱風、暴雨或水浸）而遭受任何形式之損壞，客戶須承擔全部維修費用及所有相關損失。

9.4 如設備發生遺失，客戶需按金駿機械要求進行全額賠償。

## 10. 保險

10.1 客戶須於整個租賃期間自行投保以下保險：(a) 機器保險；(b) 操作員保險；(c) 第三者責任保險。

10.2 客戶須負責租賃期間之一切保險費用。

## 11. 責任

11.1 租賃期間有關設備在工地上之管理及工作安排，均由客戶全權負責。

11.2 如有任何異常狀況，包括但不限於設備無法運作或使用，所引致之任何損失，金駿機械恕不負責。

11.3 客戶需負責並承擔在租賃期間因設備本身之使用或操作設備所引起的任何直接或間接損毀、責任和後果，包括但不限於對工地人員及任何第三者之人身傷亡及財物損失。

## 12. 履行租約

12.1 如客戶未能履行租約上之任何條款，金駿機械有權即時收回設備，並不需要事先通知客戶。

## 13. 其他

13.1 本條款任何條文如被裁定為無效、違法或不可執行，其餘條文仍具完全效力。

13.2 金駿機械如未有或延遲行使任何權利、權力或補救方法，並不構成放棄。

13.3 本條款及細則可由金駿機械不時修訂，惟修訂僅適用於修訂後之報價、訂單或書面確認。

13.4 如本條款及細則之中英版本有任何歧義，應以金駿機械正式發出之中文版本為準。

13.5 如有任何爭議，金駿機械保留最後決定權。

13.6 本條款之生效日期為 1/6/2026，並可經金駿機械不時更新。

生效日期: 01/06/2026

## 機械及零件買賣條款及細則

本條款及細則適用於金駿機械貿易有限公司（下稱「金駿機械」）向買方出售之所有全新或二手機械設備、零件、附件、耗材及相關文件（統稱「貨物」）。除非另有由金駿機械書面簽署之特別協議明確取代或修改本條款及細則，否則本條款及細則為唯一及完整之合約文件，並凌駕買方提出之一切相反、附加或不一致條款。

### 1. 定義及優先次序

1.1 「買方」指向金駿機械購買貨物之任何人士、公司、合夥、機構或其他實體。

1.2 「貨物」包括所有機械設備、零件、附件、耗材、隨機文件及任何相關服務。

1.3 如報價單、發票、訂單、通訊軟件、電郵確認及本條款及細則之內容有任何不一致，以金駿機械最後書面確認之版本為準。

1.4 買方未經金駿機械書面同意，不得以其任何採購條款、供應條款或其他文件取代、限制或修改本條款及細則。

### 2. 報價、訂單及資料

2.1 所有貨物供應均以金駿機械發出之書面報價單及／或發票所載為準。

2.2 任何未載於金駿機械書面報價、書面確認或發票內之口頭陳述、說明、建議、示意或保證，均不構成本合約內容，亦不具任何約束力。

2.3 金駿機械提供之型錄、價目表、廣告、圖紙、重量、尺寸、規格及其他技術資料，除另有明確書面註明外，均屬約略性質，只作參考及一般說明之用。

2.4 買方確認並同意，其有責任於落單前自行查核貨物之型號、容量、性能、配套及用途是否完全符合其要求；任何因選型不當、用途不當、場地不適合或操作環境不符而引致之損失、延誤或費用，金駿機械概不負責。

### 3. 測試、交付及文件

3.1 貨物於交付前將按金駿機械標準程序進行檢查及測試。

3.2 如買方要求在其或其代表在場情況下進行特別測試，所有相關成本、費用及安排均由買方全額承擔。

3.3 如買方於獲通知可進行測試後七日內未有出席，金駿機械有權在買方缺席下進行測試，而該等測試結果對買方具同等約束力。

3.4 就新機而言，金駿機械可按貨物及適用法規情況提供 NRMM 綠標籤、QPME 噪音證書及合格驗機紙（表格三、四、五）等文件；實際提供之文件以金駿機械書面確認為準。

#### 4. 價格、訂金及付款

- 4.1 貨價以金駿機械書面報價或發票所載為準，除非另有明確書面說明，價格不包括任何關稅、進出口稅費、政府徵費、牌照費、登記費、保險費或其他附加費用。
- 4.2 如報價或發票明確列明價格已包括日本至香港之運輸費用，該項安排僅限於該段運輸；由金駿倉庫至指定地盤、卸貨、吊運、搬運、現場交收及其他任何後段運輸費用，一概由買方承擔，除非金駿機械另以書面明確同意。
- 4.3 除非金駿機械另行書面同意，買方須先支付訂金，餘額須於交貨前全數付清。
- 4.4 付款時間為合約之本質條款，買方不得以任何爭議、索償、扣減、反申索或抵銷作為延遲付款之理由。
- 4.5 如買方未能於到期日付款，金駿機械有權即時暫停交貨、暫停服務、扣留任何相關文件，並收取每月 2% 之逾期利息（不足一個月按日比例計算），直至全數清償。
- 4.6 如任何款項逾期超過 30 日仍未清付，金駿機械有權取消尚未交付之貨物、終止任何相關訂單，並向買方追討全部損失、成本及開支，包括法律費用。

#### 5. 所有權保留及風險

- 5.1 貨物之所有權在任何情況下均保留屬於金駿機械，直至買方就其在任何賬項下對金駿機械之所有應付款項（包括但不限於貨價、運費、利息、費用、稅項、保管費及其他開支）已全數清償為止。
- 5.2 在所有權轉移前，買方僅以受託人身份持有貨物；買方不得作出任何可能損害金駿機械所有權之行為。
- 5.3 風險於貨物交付予買方或其承運人時即轉移至買方，與所有權是否轉移無關；由該時起，貨物之遺失、損毀、盜竊、延誤或任何風險概由買方承擔。
- 5.4 在貨物所有權尚未轉移予買方期間，如買方獲金駿機械事先書面同意，可於正常業務過程中將貨物轉售、嵌入或組裝於其他產品；惟買方須就相關轉售所得價款，在其對金駿機械之未清償債項範圍內，即時向金駿機械付款，並不得作任何扣減、抵銷或延誤。
- 5.5 如買方被申請清盤、破產、接管、和解、資產扣押或任何類似程序，金駿機械有權在法律允許範圍內隨時進入貨物所在處所，拆卸、取回及帶走貨物，買方須全力配合，並不得阻撓。

#### 6. 保用及保養

- 6.1 除非金駿機械於報價單或發票中另有明確書面約定，任何零件、附件、耗材之銷售，以及任何維修、保養或其他服務及文件之提供，均不附帶任何保用責任。
- 6.2 除非報價單或發票另有較短或較長之書面說明，金駿機械就新機提供之保用安排為：交機日起計十二個月內無限小時原廠保用，惟買方必須遵守本條款所列之所有保養及使用條件。
- 6.3 每 500 小時機械必須使用金駿機械提供之保養服務；如未依規定保養，保用可即時失效。

6.4 保用範圍只限於由設計、用料或製造缺陷所直接引致之故障或損壞，不包括任何損耗品、耗材、正常磨損、人為損壞、濫用、錯誤操作、未按指示保養或任何外來因素引致之損壞。

6.5 如機械於 500 小時保養時未按要求由金駿機械進行保養，或更換零件時未使用原廠零件及原廠油品，保用即告失效，金駿機械毋須承擔任何保用責任。

6.6 液壓炮之保用期為三個月原廠保用，並不包括炮杉、杯士、密封件、鋼釘及其他正常損耗件，以及任何人為因素所致之損壞。

6.7 金駿機械就保用問題所作之任何維修、更換或退款安排，均屬金駿機械酌情決定，並為買方唯一及排他性救濟。

## 7. 保用索償程序

7.1 買方如聲稱貨物有缺陷，須於發現後 14 日內以書面通知金駿機械，並提供充分及合理之詳情。

7.2 買方須證明缺陷於保用期內顯現，且並非由不當使用、不依指引存放、操作或保養、外來因素、意外、正常損耗、未經授權修理、拆卸、改動或使用非原廠零件所致。

7.3 買方須給予金駿機械合理檢驗機會，並在金駿機械要求下，立即把貨物送回金駿機械或指定地點作檢查。

7.4 金駿機械在確認有關缺陷及符合索償條件後，有絕對酌情權選擇維修、更換、重置，或退還與有問題貨物價值相應之貨價。

## 8. 責任限制及賠償

8.1 在法律允許之最大範圍內，金駿機械就任何因貨物、其使用、安裝、保養、延誤、故障或不適用而引致之損失，其整體責任（不論基於合約、侵權、疏忽、違約或其他原因）以涉事貨物之發票金額為上限。

8.2 金駿機械概不負責任何間接、附帶、特殊、懲罰性、懲戒性或後果性損失，包括但不限於利潤損失、收入損失、生產損失、停工損失、替代設備租用成本、商譽損失或合約損失。

8.3 就任何第三方因貨物或其使用而引致之人身傷害、財物損毀、環境索償、行政罰款或其他索償，買方須對金駿機械作出全額賠償、為其抗辯並使其免受損害；惟法律不可排除或限制之責任除外。

8.4 買方進一步同意，任何第三方或最終使用者就貨物提出之要求，均不得擴張金駿機械之責任範圍。

## 9. 交收、安裝及使用

9.1 貨物以金駿機械倉庫交付為準；如買方要求安排送貨至地盤或其他地點，相關風險及費用由買方承擔，除非金駿機械另有書面同意。

9.2 買方須自行確保地盤、道路、吊運條件、電力、地面承重、通道及任何安裝條件足以進行交收或安裝。

9.3 因地盤條件、第三方行為、政府要求、許可證、進場限制或任何非金駿機械可控制因素引致之延誤或額外費用，概由買方承擔。

## 10. 香港／澳門使用及轉讓限制

10.1 就全新機械而言，於首一年及任何延長保用期內，該機械必須只可於香港及／或澳門境內使用，不得運離上述地區。

10.2 買方如欲將該機械轉讓、轉售或出售予第三方，必須事先取得金駿機械之書面同意。

10.3 買方如違反本條任何規定，須對金駿機械及製造商因此而遭受之一切損失、索償、費用及法律責任承擔全額賠償。

10.4 買方須盡最大努力防止本條所述限制被任何後續第三方規避或挫敗，並須按金駿機械要求提供相關交易及合規資料。

10.5 任何重大違反本條之行為，均構成根本性違約，金駿機械有權即時終止本合約及相關訂單，並要求買方支付相當於本合約總金額或已出口貨物價格（以較高者為準）10%之約定違約金，並不影響金駿機械追討其他損失之權利。

## 11. 制裁及出口管制

11.1 買方聲明並持續保證，其本身及其附屬公司、董事及高級人員並非任何適用經濟或金融制裁名單所列之制裁對象，亦不受任何有關制裁對象所擁有或控制。

11.2 買方承諾遵守一切適用之制裁及出口管制法規，包括但不限於聯合國、歐盟、其成員國、英國、美國及其他適用司法管轄區之相關規定。

11.3 買方不得以任何方式使用、轉售、轉運或處置金駿機械所供應之貨物，以致金駿機械可能違反任何制裁、出口管制或次級制裁風險。

## 12. 不可抗力

12.1 如任何一方因其合理控制範圍以外之事件而未能或延遲履行其在本合約下之義務，該方在相應範圍內不視為違約，但須於合理時間內書面通知對方。

12.2 不可抗力事件包括但不限於天災、火災、洪水、戰爭、暴動、疫情、罷工、停工、供應中斷、政府禁令、出口／進口限制、運輸中斷或其他類似事件。

12.3 如不可抗力情況持續超過三個月，任何一方均可就尚未履行部分以書面通知終止合約，而無須就未履行部分承擔責任。

## 13. 爭議解決及適用法律

13.1 本合約受香港特別行政區法律管轄並按其解釋。

13.2 因本合約引起或與之有關之任何爭議、爭論、索償或分歧，雙方應先行友好協商。

13.3 如協商不成，雙方同意，任何因本合約引起或與本合約有關之爭議、糾紛或索償，均提交香港特別行政區法院專屬管轄。

#### 14. 其他條款

14.1 本條款任何條文如被裁定為無效、違法或不可執行，其餘條文仍具完全效力。

14.2 金駿機械如未有或延遲行使任何權利、權力或補救方法，並不構成放棄。

14.3 本條款及細則可由金駿機械不時修訂，惟修訂僅適用於修訂後之報價、訂單或書面確認。

14.4 如本條款及細則之中英版本有任何歧義，應以金駿機械正式發出之版本為準。

14.5 如有任何爭議，金駿機械保留最後決定權。

14.6 本條款之生效日期為 1/6/2026，並可經金駿機械不時更新。

生效日期: 01/06/2026

# <GENERAL TERMS AND CONDITIONS FOR RENTAL AND SALE>

## **RENTAL TERMS AND CONDITIONS (GCMT20230316)**

### 1. Ownership

1.1 The ownership of the rental equipment (the "Equipment") shall at all times remain with Gum Chun Machinery Trading Co., Ltd. ("Gum Chun Machinery").

1.2 The Customer is only entitled to the right of use of the Equipment during the agreed rental period (the "Rental Period").

1.3 "Rental Period" means the period commencing when the Equipment departs from the Lessor's designated premises or warehouse and ending when the Equipment is returned to such premises or warehouse.

### 2. Restrictions on Use

2.1 During the Rental Period, Gum Chun Machinery grants the Customer the right to use the Equipment, provided that the Customer shall not:

- (a) sell, assign, sub-let, lease, lend or otherwise dispose of the Equipment;
- (b) create or allow to be created any mortgage, charge, pledge or other security interest over the Equipment;
- (c) modify, alter or retrofit the Equipment, or install any additional device or attachment on the Equipment; or
- (d) arrange for any inspection, repair or maintenance of the Equipment by any person or party other than the service provider(s) designated by Gum Chun Machinery.

2.2 The Customer shall not perform or permit any of the above acts without the prior written consent of Gum Chun Machinery.

### 3. Scope of Use

3.1 The rental fee includes up to 234 operating hours per month.

3.2 Unless otherwise expressly specified, any usage in excess of the above operating hours shall be charged at 1.3 times the average rental rate under the original rental contract.

3.3 In the event of any late payment, the Lessor shall be entitled to charge interest on the overdue amount at the rate of two percent (2%) per month, calculated on a daily basis from the due date until the date of actual payment in full.

3.4 If the Equipment is required to be relocated to another worksite, the prior consent of Gum Chun Machinery must be obtained so that inspection and servicing can be arranged.

3.5 After any change of worksite, including but not limited to seaside locations, tunnels, caissons or remote areas, the rental rate

shall be subject to separate negotiation.

3.6 The Customer shall be responsible for all transportation and installation costs arising from any relocation of the Equipment.

3.7 The Customer shall bear full responsibility for any damage or loss caused during the relocation of the Equipment.

#### 4. Operators

4.1 The Equipment must only be operated by duly qualified operators who are recognized under the applicable local laws and regulations.

4.2 During the Rental Period, the Customer shall have full responsibility for the management, supervision and work arrangement of all operators on site.

#### 5. Basic Maintenance

5.1 During the Rental Period, the Customer shall carry out routine checks and be responsible for the basic maintenance of the Equipment, including but not limited to:

- (a) checking whether the Equipment is operating in normal condition;
- (b) checking that the engine oil, hydraulic oil, radiator coolant and battery electrolyte are at adequate levels; and
- (c) checking whether the tires (if any) show any abnormal wear and tear.

5.2 If any abnormal condition is identified, the Customer shall immediately notify Gum Chun Machinery for further inspection.

#### 6. Periodic Servicing

6.1 During the Rental Period, if any damage to the Equipment is caused by improper operation by the Customer, poor maintenance or any other human-related factors, the Customer shall be liable for the relevant repair costs, which shall be charged separately.

#### 7. Issues Arising from Fuel Quality

7.1 If any mechanical failure of the Equipment is caused by the quality of diesel or gasoline used, Gum Chun Machinery shall be entitled to charge additional repair costs.

#### 8. Wear and Tear of Attachments

8.1 Unless otherwise agreed in writing, all normal wear and tear, replacement and replenishment of attachments, accessories and consumable parts arising from the use of the Equipment (including but not limited to bucket teeth, cutting edges, blades, drill bits,

chisels, seals, hoses and filters) shall be at the Customer's own cost.

8.2 If any attachment or accessory is cracked, broken, deformed or otherwise damaged as a result of abnormal or improper use of the Equipment (including but not limited to use beyond the recommended application, impact, misuse or lack of maintenance), all inspection, repair and replacement costs shall be borne by the Customer.

8.3 Where the Equipment is supplied with a bucket, it will be provided with bucket teeth of at least approximately 70% remaining life. Any replacement of bucket teeth required during the Rental Period shall be at the Customer's own cost.

8.4 Where a hydraulic breaker (hammer) is rented, it will be supplied with one chisel/rod with at least approximately 70% remaining life. Any replacement of such chisel/rod required during the Rental Period shall be at the Customer's own cost.

## 9. Damage and Loss

9.1 The Customer shall properly and safely keep and safeguard the Equipment during the Rental Period and shall ensure that the Equipment is returned in good condition at the end of the Rental Period.

9.2 If any part of the Equipment or its components is covered with or contaminated by concrete, Gum Chun Machinery may charge a cleaning fee.

9.3 If the Equipment is damaged in any way during the Rental Period for any reason whatsoever (including but not limited to misuse, improper maintenance, site accidents, theft, fire, typhoon, rainstorm or flooding), the Customer shall bear full liability for all repair costs and all related losses.

9.4 If the Equipment is lost during the Rental Period, the Customer shall compensate Gum Chun Machinery in full in accordance with Gum Chun Machinery's assessment and requirements.

## 10. Insurance

10.1 Throughout the entire Rental Period, the Customer shall, at its own cost, procure and maintain in full force and effect the following insurance policies:

- (a) machinery insurance in respect of the Equipment;
- (b) insurance for the operators of the Equipment; and
- (c) third party liability insurance.

10.2 The Customer shall be solely responsible for all insurance premiums and any deductibles payable in relation to the Rental Period.

## 11. Liability

11.1 During the Rental Period, the Customer shall have full responsibility for the management, supervision and work arrangement of the Equipment and all operators on site.

11.2 Gum Chun Machinery shall not be liable for any loss, damage, cost or expense arising from any abnormal condition of the Equipment, including but not limited to any failure, breakdown or inability to operate or use the Equipment.

11.3 The Customer shall be responsible for and shall assume all liabilities, losses and damages arising directly or indirectly from the use or operation of the Equipment during the Rental Period, including but not limited to any personal injury or death and any property damage suffered by any site personnel or any third party.

## 12. Performance of Rental Contract

12.1 If the Customer fails to comply with or breaches any term or condition of this Rental Contract, Gum Chun Machinery shall be entitled to immediately repossess the Equipment without prior notice to the Customer.

## 13. Miscellaneous

13.1 If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

13.2 Any failure or delay by Gum Chun Machinery in exercising any right, power or remedy shall not constitute a waiver thereof.

13.3 Gum Chun Machinery may amend these terms and conditions from time to time, and such amendments shall apply only to quotations, orders or written confirmations issued after the date of amendment.

13.4 In the event of any discrepancy between the Chinese version and any other language version of these terms and conditions, the Chinese version formally issued by Gum Chun Machinery shall prevail.

13.5 In case of any dispute, Gum Chun Machinery reserves the right of final decision.

13.6 These Terms and Conditions shall take effect on 1 June 2026 and may be updated by Gum Chun Machinery from time to time.

Effective Date: 01/06/2026

# TERMS AND CONDITIONS FOR SALE OF MACHINERY AND PARTS

These terms and conditions apply to all sales of new or used machinery, parts, attachments, consumables and related documents (collectively, the “Goods”) by Gum Chun Machinery Trading Co., Ltd. (“Gum Chun Machinery”) to any Buyer.

## 1. Definitions and Precedence

1.1 “Buyer” means any person, company, partnership, organization or other entity that purchases Goods from Gum Chun Machinery.

1.2 “Goods” includes all machinery, equipment, parts, attachments, consumables, accompanying documents and any related services.

1.3 If there is any inconsistency between the quotation, invoice, purchase order, instant-messaging records, email confirmations and these terms and conditions, the latest written confirmation issued by Gum Chun Machinery shall prevail.

1.4 The Buyer shall not, without the prior written consent of Gum Chun Machinery, apply its own purchasing terms, supply terms or any other documents so as to replace, restrict or amend these terms and conditions.

## 2. Quotations, Orders and Information

2.1 All supplies of Goods are subject to Gum Chun Machinery’s written quotation and/or invoice.

2.2 Any oral statement, description, recommendation, illustration or assurance not set out in Gum Chun Machinery’s written quotation, written confirmation or invoice shall not form part of the contract and shall not be binding on Gum Chun Machinery.

2.3 Catalogues, price lists, advertisements, drawings, weights, dimensions, specifications and other technical data provided by Gum Chun Machinery are approximate only and are for reference and general information purposes unless expressly stated otherwise in writing.

2.4 The Buyer acknowledges and agrees that it is solely responsible, before placing any order, for verifying that the model, capacity, performance, configuration and intended use of the Goods fully meet its requirements; Gum Chun Machinery shall not be liable for any loss, delay or cost arising from incorrect selection, unsuitable use, site conditions or operating environment.

## 3. Testing, Delivery and Documentation

3.1 Prior to delivery, the Goods will be inspected and tested in accordance with Gum Chun Machinery’s standard procedures.

3.2 If the Buyer requests special testing to be conducted in the presence of the Buyer or its representative, all related costs, expenses and arrangements shall be fully borne by the Buyer.

3.3 If the Buyer fails to attend any such testing within seven (7) days after being notified that testing can be carried out, Gum Chun Machinery may proceed with the testing in the buyer's absence, and the results of such testing shall be equally binding on the Buyer.

3.4 For new machinery, Gum Chun Machinery may, depending on the Goods and the applicable regulations, provide documents such as NRMM green label, QPME noise certificate and inspection certificates (Forms 3, 4 and 5). The actual documents to be provided shall be as confirmed in writing by Gum Chun Machinery.

#### 4. Price, Deposit and Payment

4.1 The price of the Goods shall be as stated in Gum Chun Machinery's written quotation or invoice. Unless expressly stated otherwise in writing, the price does not include any duties, import or export taxes, government levies, license fees, registration fees, insurance premiums or any additional charges.

4.2 Where the quotation or invoice expressly states that the price includes transportation from Japan to Hong Kong, such arrangement is limited to that segment only. All subsequent transportation costs from Gum Chun Machinery's warehouse to the designated site, including unloading, lifting, handling, on-site delivery and any further transportation, shall be borne by the Buyer unless Gum Chun Machinery expressly agrees otherwise in writing.

4.3 Unless otherwise agreed in writing by Gum Chun Machinery, the Buyer shall pay a deposit first, and the balance shall be paid in full before delivery of the Goods.

4.4 Time for payment is of the essence. The Buyer shall not withhold, delay or defer any payment by reason of any dispute, claim, deduction, counterclaim or set-off.

4.5 If the Buyer fails to make any payment when due, Gum Chun Machinery may immediately suspend delivery, suspend any services and withhold any related documents, and may charge overdue interest at 2% per month (calculated on a daily pro-rata basis for any part of a month) until full payment is received.

4.6 If any amount remains unpaid for more than thirty (30) days after the due date, Gum Chun Machinery may cancel any undelivered Goods, terminate any related orders and claim from the Buyer all losses, costs and expenses, including legal fees.

#### 5. Retention of Title and Risk

5.1 The ownership of the Goods shall in all circumstances remain with Gum Chun Machinery until the Buyer has fully settled all sums owed to Gum Chun Machinery under any account whatsoever, including but not limited to the price of the Goods, freight, interest, charges, taxes, storage fees and any other expenses.

5.2 Before title to the Goods passes, the Buyer shall hold the Goods as trustee for Gum Chun Machinery and shall not do or permit any act that may prejudice Gum Chun Machinery's ownership of the Goods.

5.3 Risk in the Goods shall pass to the Buyer upon delivery of the Goods to the Buyer or its carrier, regardless of whether title to

the Goods has passed. From that time, all risks of loss, damage, theft, delay or other risks in respect of the Goods shall be borne by the Buyer.

5.4 While title to the Goods has not yet passed, and with Gum Chun Machinery's prior written consent, the Buyer may resell, incorporate or assemble the Goods into other products in the ordinary course of business. However, within the amount of the buyer's outstanding indebtedness to Gum Chun Machinery, the Buyer shall immediately pay to Gum Chun Machinery the proceeds received from such resale and shall not make any deduction, set-off or delay.

5.5 If the Buyer becomes subject to winding-up, bankruptcy, receivership, composition, asset seizure or any similar proceedings, Gum Chun Machinery may, to the extent permitted by law, at any time enter the premises where the Goods are located to dismantle, repossess and remove the Goods. The Buyer shall fully cooperate and shall not obstruct such actions.

## 6. Warranty and Servicing

6.1 Unless expressly agreed otherwise in writing in the quotation or invoice issued by Gum Chun Machinery, the sale of any parts, attachments and consumables, and the provision of any repair, maintenance or other services and documentation, shall not give rise to any warranty obligations of any kind in relation to such parts, attachments, consumables, services or documentation.

6.2 Unless a shorter or longer warranty period is expressly stated in the quotation or invoice, Gum Chun Machinery provides, for new machinery, a manufacturer's warranty of twelve (12) months from the date of delivery with unlimited operating hours, provided that the Buyer complies with all maintenance and usage conditions set out in these terms.

6.3 The machinery must be serviced every 500 operating hours by Gum Chun Machinery. Failure to carry out such servicing will result in immediate termination of the warranty.

6.4 The warranty only covers failures or damage directly caused by defects in design, materials or workmanship. It does not cover consumable items, normal wear and tear, or any damage caused by human factors, misuse, incorrect operation, failure to maintain as instructed, or any external factors.

6.5 If the 500-hour service is not carried out by Gum Chun Machinery, or if non-genuine parts or non-genuine oils are used when replacing parts, the warranty shall become void and Gum Chun Machinery shall have no warranty liability.

6.6 The warranty period for hydraulic breakers is three (3) months from delivery and covers manufacturer defects only. It does not cover tools/rods, bushings, seals, chisels or any other normal wear parts, nor any damage caused by human factors.

6.7 Any repairs, replacements or refunds made by Gum Chun Machinery in relation to warranty claims shall be at Gum Chun Machinery's sole discretion and shall be the buyer's sole and exclusive remedy.

## 7. Warranty Claim Procedure

7.1 If the Buyer alleges that the Goods are defective, the Buyer shall notify Gum Chun Machinery in writing within fourteen (14) days after discovery of the defect and shall provide sufficient and reasonable details.

7.2 The Buyer shall prove that the defect appears within the warranty period and is not caused by improper use, storage, operation or maintenance, external factors, accident, normal wear and tear, unauthorized repair, disassembly, modification or the use of non-genuine parts.

7.3 The Buyer shall give Gum Chun Machinery a reasonable opportunity to inspect the Goods and, upon request, shall promptly return the Goods to Gum Chun Machinery or to a location designated by Gum Chun Machinery for inspection.

7.4 After confirming the defect and that the warranty conditions are satisfied, Gum Chun Machinery shall have absolute discretion to choose to repair, replace, re-supply the Goods, or refund the portion of the purchase price corresponding to the defective Goods.

## 8. Limitation of Liability and Indemnity

8.1 To the fullest extent permitted by law, Gum Chun Machinery's total liability arising out of or in connection with the Goods, their use, installation, maintenance, delay, failure or unsuitability (whether based on contract, tort, negligence, breach or otherwise) shall be limited to the invoice value of the Goods concerned.

8.2 Gum Chun Machinery shall not in any event be liable for any indirect, incidental, special, punitive or consequential losses, including but not limited to loss of profit, revenue, production, downtime, hire of substitute equipment, loss of goodwill or loss of contracts.

8.3 The Buyer shall indemnify, defend and hold harmless Gum Chun Machinery from and against all claims, losses, damages, environmental claims, administrative fines or other demands made by any third party arising out of or in connection with the Goods or their use, including any personal injury, property damage or regulatory penalties, except to the extent that such liability cannot be excluded or limited by law.

8.4 The Buyer further agrees that any claims made by any third party or end-user in relation to the Goods shall not extend or enlarge the scope of Gum Chun Machinery's liability.

## 9. Delivery, Installation and Use

9.1 Delivery of the Goods shall be deemed to take place at Gum Chun Machinery's warehouse. If the Buyer requests delivery to a site or other location, all related risks and costs shall be borne by the Buyer unless Gum Chun Machinery agrees otherwise in writing.

9.2 The Buyer shall ensure that the site, access roads, lifting conditions, power supply, ground bearing capacity, access routes and any installation conditions are adequate for delivery and installation of the Goods.

9.3 Any delay or additional cost arising from site conditions, acts of third parties, government requirements, permits, access restrictions or any factors beyond the control of Gum Chun Machinery shall be borne by the Buyer.

## 10. Restrictions on Use and Transfer in Hong Kong/Macau

10.1 For brand-new machinery, the machinery must be used only within Hong Kong and/or Macau during the first year and any extended warranty period and shall not be moved outside these territories.

10.2 If the Buyer intends to transfer, assign or sell such machinery to any third party, the Buyer must first obtain the prior written consent of Gum Chun Machinery.

10.3 If the Buyer breaches any provision of this clause, the Buyer shall fully indemnify Gum Chun Machinery and the manufacturer for all losses, claims, costs and legal liabilities incurred as a result.

10.4 The Buyer shall use its best efforts to prevent any subsequent third party from circumventing or defeating the restrictions set out in this clause and shall provide transaction and compliance information as reasonably requested by Gum Chun Machinery.

10.5 Any material breach of this clause shall constitute a fundamental breach of contract. Gum Chun Machinery shall be entitled to immediately terminate this contract and any related orders, and to require the Buyer to pay liquidated damages equal to 10% of the total contract price or the export value of the Goods (whichever is higher), without prejudice to Gum Chun Machinery's right to claim further losses.

## 11. Sanctions and Export Control

11.1 The Buyer represents and continuously warrants that neither it nor its affiliates, directors or senior officers is a sanctioned person listed on any applicable economic or financial sanctions list, nor owned or controlled by any sanctioned person.

11.2 The Buyer undertakes to comply with all applicable sanctions and export control laws and regulations, including but not limited to those of the United Nations, the European Union and its member states, the United Kingdom, the United States and any other relevant jurisdictions.

11.3 The Buyer shall not use, resell, trans-ship or otherwise dispose of any Goods supplied by Gum Chun Machinery in any manner that may result in Gum Chun Machinery being in breach of any sanctions, export control laws or secondary sanctions risk.

## 12. Force Majeure

12.1 Neither party shall be deemed in breach of this contract if it fails to perform or is delayed in performing any of its obligations due to events beyond its reasonable control, provided that it notifies the other party in writing within a reasonable time.

12.2 Force majeure events include but are not limited to natural disasters, fire, flood, war, riot, epidemic, strike, lockout, supply interruption, government bans, export or import restrictions, transport disruption or similar events.

12.3 If a force majeure event continues for more than three (3) months, either party may terminate the contract in respect of the unperformed part by written notice, without liability for such unperformed portion.

### 13. Dispute Resolution and Governing Law

13.1 This contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

13.2 Any dispute, controversy, claim or difference arising out of or in connection with this contract shall first be resolved by friendly negotiation between the parties.

13.3 If the Parties fail to resolve any dispute through negotiation, they agree that any dispute, controversy or claim arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

### 14. Miscellaneous

14.1 If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

14.2 Any failure or delay by Gum Chun Machinery in exercising any right, power or remedy shall not constitute a waiver thereof.

14.3 Gum Chun Machinery may amend these terms and conditions from time to time, and such amendments shall apply only to quotations, orders or written confirmations issued after the date of amendment.

14.4 In the event of any discrepancy between the Chinese version and any other language version of these terms and conditions, the Chinese version formally issued by Gum Chun Machinery shall prevail.

14.5 In case of any dispute, Gum Chun Machinery reserves the right of final decision.

14.6 These Terms and Conditions shall take effect on 1 June 2026 and may be updated by Gum Chun Machinery from time to time.

Effective Date: 01/06/2026