



General

Unless explicitly agreed in writing by Quality Control Partners Limited (hereafter called "QCP"), all services provided by QCP to its clients are governed by the following conditions of service, which prevail any purchase terms and conditions.

Acceptance to perform services

QCP expressly reserves the right to act at its own discretion in accepting or declining a request for service, with no obligation to justify its decisions.

QCP is under no obligation to report any findings that are outside the scope of its services.

Advance booking, and communication of information

QCP's clients should take reasonable steps to give enough advance notice (never less than 2 full working days), should send all relevant information well in advance, and should ensure that QCP staff can perform its activities in good conditions.

Late cancellations

If a service is cancelled (by decision of the client, by decision of the client's supplier, or because of wrong information communicated to QCP by any party) with less than 1 full working day of advance notice, QCP reserves the right to bill the full service fee to the client.

Payment terms

QCP's clients should pay within 20 days of receipt of invoices. After 1 month of invoice issuance, late payment fees will apply at the rate of 2% per month.

Unless otherwise agreed in writing, invoices are to be paid within 1 month of receipt by the client, and all bank fees are to be paid by the client.

Liability

QCP acts as a consultant. QCP is not as an insurer or a guarantor, and refuses to bear any of these roles.

In case QCP received wrong or incomplete information from its client, QCP accepts no liability.

QCP accepts liability only in cases of negligence that are proven by the client. In case QCP is proven liable, QCP's liability can in no circumstance exceed five times the price of the single service for which a claim is made.

In addition, QCP shall only be liable if all the following conditions are true: (1) at least 80% of the products were fully completed and fully packed at the beginning of the service; (2) the claim is notified to QCP within 2 months of the service performance.

Claims

In case of a claim, QCP's client must send a notice to QCP's office (Quality Control Partners Limited, Suite 303, East Ocean Center, 98 Granville Rd., TST, Kowloon, Hong Kong).

Supplier obligations

QCP's reports do not evidence shipment.

QCP's reports do not relieve suppliers from their contractual liabilities or prejudice QCP's client's right for compensation for any apparent and/or hidden defects not detected during QCP's random evaluation or occurring thereafter.

Intellectual property rights

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Applicable law

These terms and conditions shall be governed by and construed in accordance with Hong Kong Law.