



## General terms and conditions

### FILMGEAR INTERNATIONAL GENERAL TERMS AND CONDITIONS OF SALE (AUGUST 2014 Edition)

**Prices:** Unless stipulated otherwise, our prices shall be in USD and EURO, exclusive of VAT and shall be understood to apply to materials in standard packing ex works HONG KONG-SAR or GUANGZHOU- China. Any order of less than USD 200, exclusive of VAT, shall give rise to an additional charge of USD 20, exclusive of VAT.

**Quotations:** Unless stipulated otherwise, our quotations should be valid for 4 weeks from quotation date.

**Acceptance of Orders:** Orders shall be regarded as final only after being confirmed by us in writing. The acceptance of our quotations by the buyer shall imply his full agreement with our general terms and conditions of sale.

**Term of delivery:** The term of delivery shall be generally given as indication only, and shall run from the day the order becomes final until the day the goods are made available at our warehouse. The term of delivery can be confirmed only if the buyer provides all administrative documents and technical information as may be necessary for handling the order. We shall not be bound to respect the term confirmed, if the buyer modifies an order that is already being executed, or in the event of force majeure. Unless specifically agreed in writing, we shall not accept any penalty nor the buyer's right to cancel his order or refuse the goods. Should the buyer be unable to take delivery of the goods put at his disposal, these shall be stored at the buyer's expense and risk whilst the terms of payment shall remain unaffected.

**Transport:** Unless otherwise agreed, our terms of delivery shall be ex works (EXW / Incoterms 2000) Hong Kong-SAR or Guangzhou-China. The goods shall travel at the consignee's risk, even if they are dispatched carriage paid (CPT / Incoterms 2000). The goods shall originally be delivered in individual, standard packing. Any request for specific packing (palletized or seaworthy packing, etc.) shall be charged additionally. Spare parts and goods for repair shall be dispatched carriage forward or cash on delivery. All rigging equipment will occur extra packing fees.

**Complaints:** To be valid, any complaint must be notified to us upon receipt of the consignments within a maximum of 8 days. No return of material shall be accepted without our prior agreement.

**Payments:** are stated as special terms and conditions in our quotations and sales agreements, all our invoices shall be payable according to these terms. In case of payment by irrevocable letter of credit (LC), The LC should be opened on the date of order for 100% of the contract value and confirmed by a first class Hong Kong bank. The costs of the LC shall be borne by the buyer.

**Penalty:** In the event of insolvency of the debtor, the amounts due, collected judicially, shall be increased by a 20% penalty in addition to the interests on the overdue amounts.

**Reservation of Property:** FILMGEAR INTERNATIONAL remains the owner of the goods delivered until their full payment, which alone shall bring about the transfer of ownership. However, from the delivery of the goods, the buyer shall be solely liable for their loss or destruction.



**Jurisdiction:** In the event of a dispute, the Hong Kong-SAR Courts alone shall be deemed to be competent.

**Liability:** FILMGEAR INTERNATIONAL shall not be held liable for any direct or indirect damage caused by the late delivery or an abnormal use of the goods. Our company shall under no circumstances be held liable for damages which were unavoidable because of the improper use of our materials, and/or a use contrary to the laws, regulations, standards and common industry practices, which the user should have imperatively observed when using our products.

**Warranty:** Our materials are warranted against any defect of fabrication for Two years reckoning from the date of delivery for the fixtures and One year reckoning from the date of delivery for electronic products, with the exception of defects resulting from improper handling or use. Lamps, iris diaphragms, color filters and other consumable products shall be excluded from our warranty.