TERMS AND CONDITIONS OF TONER TO LOANER 2.0 PACKAGE

1. DEFINITIONS

Agreement	means altogether, the product description page on R Choice, these Terms and Conditions and Scope of Work, including all any applicable schedules and annexes.
Agreement Term	means the duration of this Agreement, which shall commence on the delivery of the System(s) and continue for a period of twelve (12) months. The Agreement Term shall include any renewed or extended period in accordance with the terms set forth in this Agreement.
Business Day	means any day other than Saturday, Sunday or Public Holidays in the Hong Kong Special Administrative Region.
Charges	means the fees and charges payable by the Customer to RHK under this Agreement, at the rates displayed on R Choice or otherwise notified by RHK to the Customer.
Customer	means the person or persons who enter the transaction through R Choice and if there are more than one, means each of them jointly and severally. Customer includes its successors and assignees to whom RHK has consented under clause 5(a).
Earlier Termination	means any premature ending of the Agreement for whatever reasons before the Agreement Term, which includes but is not limited to the Insolvent of the Customer.
Fair Market Value	means in respect of a System(s), the fair market value of the System(s) based on an assessment of the market price for the System(s) at a specified date and taking into account the age and condition of the device, which is in effect what a willing buyer and willing seller are prepared to bear, as RHK shall determine in its sole discretion.
Insolvent	means in bankruptcy, in insolvency, in receivership, in receivership and management, in liquidation, in provisional liquidation, under official management or administration, wound-up, subject to any arrangement, assignment or composition or protected from any creditors under any statute.
Manufacturer	means the manufacturer, licensor and/or producer of the Licensed Software or any Solutions Hardware.
Normal Working Hours	means from Monday to Friday (9:00 a.m. – 5:30 p.m.) except Saturday, Sunday and Public Holidays.
Otherwise Damages(s)	means any damage to the System(s) that exceeds normal wear and tear resulting from proper and intended use. This includes, but is not limited to: physical damage (such as cracks, dents, broken parts), water or liquid damage, electrical or internal malfunctions caused by misuse or negligence, missing components or accessories, unauthorized modifications or tampering, and any other condition that renders the System(s) not in the same working condition as at the time of delivery, excluding reasonable deterioration from regular and lawful usage. RHK reserves the right to claim compensation for any Otherwise Damages based on the actual cost of repair or replacement, as quoted by RHK in its sole discretion.
R Choice	means the online e-commerce platform operated by RHK at https://rchoice.ricoh.com.hk/.
RHK	means Ricoh Hong Kong Limited, its successors and assignees.
Ricoh Customer Portal ("**RCP**")	means a web-based portal for Customer or its designated Administrator to login and obtain electronic invoices, statements and reminders through download function, make new sales confirmation and perform various related actions. Website of the RCP is https://portal.ricoh.com.hk/login.
Services	means any service items subscribed by Customer through R Choice.
Software or Licensed Software	means the software incorporated into the System(s) or provided separately by RHK and/or its third-party supplier(s) to the Customer for or relating to the provision of Solutions under this Agreement
Solutions	means any Licensed Software, Solutions Hardware or License Subscriptions specified in this Agreement. The detailed specifications of Solution may be provided in Solution Specifications which is appended to this Agreement.
Solutions Hardware	means any machine or equipment provided by RHK's third party supplier(s) in a Solutions, as one of the major components of the Systems.
System(s)	means the any one and all of the System(s) made available to Customer through R Choice as a service from time to time and provided to Customer by RHK under this Agreement.
Toner	means the designated RHK genuine toner specified on R Choice for use with the System(s).

2. TERMS AND TERMINATION

a. This Agreement is binding upon the Customer's placement of an order on R Choice. This Agreement shall only become binding on RHK upon its acceptance of the Customer's order, subject to satisfactory result from credit check on the Customer. This Agreement is irrevocable once Customer places an order on R Choice.

b. The Agreement term will start on the delivery date of the System(s).

c. Upon delivery of System(s) (partial or in full), both Customer and RHK shall jointly inspect the System(s) and sign a mutually agreed form documenting their condition. The System(s) shall be deemed accepted by Customer upon signing of such form and such form shall be conclusive as to the conditions of the System(s) upon delivery.

d. RHK is entitled to terminate this Agreement without prior notice to Customer if Customer commits material breach, or Customer is deemed to repudiate this Agreement if:-

   i. Customer does not pay RHK in time, or

   ii. Customer's conduct indicates that it no longer intends to be bound by the terms of this Agreement.

e. This Agreement shall expire and terminate at the end of the Agreement Term, subject to automatic renewal in accordance with Clause 2f. Where this Agreement is not renewed or is otherwise terminated in accordance with this Agreement, Customer shall cease using the System(s) and shall immediately comply with Clauses 2i and 2j, including returning the System(s) to RHK and paying all outstanding amounts and any amounts payable in respect of Otherwise Damage(s), where applicable.

f. Unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiry of the initial twelve (12)-month Agreement Term, this Agreement shall automatically renew for a further period of twelve (12) months. RHK shall issue an invoice for the full twelve (12) months' Charges for the renewed term at the applicable rate displayed on R Choice thirty (30) days prior to the expiry of the initial twelve (12)-month Agreement Term. Customer shall settle the invoice in full on or before the expiry of the initial twelve (12)-month Agreement Term, in accordance with the payment instructions stated in the invoice or otherwise notified by RHK. Upon RHK's receipt of the Charges for the renewed term in full, RHK shall arrange delivery of one (1) set of Toner to the Customer. If the Customer fails to pay the Charges for the renewed term in full by the expiry of the initial twelve (12)-month Agreement Term, RHK may, without prejudice to any other right or remedy, terminate the renewed Agreement Term and require the immediate return of the System(s). For the avoidance of doubt, this Agreement may be renewed for one further twelve (12)-month term only, and the total Agreement Term shall not exceed twenty-four (24) months unless the parties otherwise agree in writing.

g. Customer may request early termination of this Agreement at any time prior to the expiration of the Agreement Term by giving 1 month's written notice to RHK. In such case, the Agreement shall be deemed terminated upon RHK's confirmation of receipt of the System(s) in accordance with Clause 2i(i), and subject to inspection for any Otherwise Damage(s).

h. deleted.

i. In the event of any termination of this Agreement, the Customer shall immediately:-

   i. return the System(s) to RHK or authorise RHK to enter any premises where RHK has reason to believe the System(s) are located to collect the System(s); and

      a. upon return or collection, both Customer and RHK shall jointly inspect the System(s) and sign the same form used at delivery to document the condition of the System(s) at the time of return or collection. This form shall serve as a reference document for assessing any Otherwise Damage(s) by RHK;

   ii. pay to RHK the total of the following amounts which constitutes an essential condition and fundamental term of this Agreement:-

      a. in the event that, upon RHK's inspection following collection and within one (1) month from the date of such return or collection, the System(s) are found to have suffered any Otherwise Damage(s), Customer shall be liable for all costs incurred by RHK to repair the System(s) and restore them to their original condition at the time of delivery.

j. Where Customer has given a valid notice of non-renewal in accordance with Clause 2f, or upon expiry or termination of this Agreement, RHK shall have the right to demand the return of the System(s). Customer shall arrange with RHK for the return or collection of the System(s) within seven (7) days from the expiry or termination of this Agreement. In the event that Customer fails to return or make the System(s) available for collection within the specified period, Customer shall be liable to pay RHK a late-return charge of HKD1,000 per calendar day for each day of delay until the System(s) are returned to or collected by RHK.

3. CHARGES, BILLING AND PAYMENT

a. Unless agreed otherwise, Customer shall pay the Charges monthly during the initial twelve (12)-month Agreement Term at the applicable rate displayed on R Choice. The first monthly payment shall be due upon submission of the order through R Choice, and each subsequent monthly payment shall be payable in accordance with the payment instructions issued by RHK. Charges for any renewed Agreement Term shall be payable in accordance with Clause 2f. Any payment once made is non-refundable and non-transferable. Any delay in delivery of any accessory item of the System(s) shall not entitle Customer to reject, withhold or dispute any payment due.

b. Customer's failure to pay any amount when due shall be regarded as a material breach by the Customer. Without prejudice to other rights, RHK reserves the absolute rights to suspend provision of Services or to early terminate this Agreement in accordance with the Clauses 2d of this Agreement.

c. Customer acknowledges that Customer is liable to RHK for all cost incurred by RHK for recovering any overdue payments, including

but not limited to the fee charged by payment collection agency, legal cost and other related expenses reasonably demanded by RHK.

4. RIGHT OF OWNERSHIP, DISPOSAL AND INSURANCE

a. The System(s) is and always remains the property of RHK, and the Customer does not acquire any right of ownership to the System(s) even Customer has made full settlement of the payment obligations under this Agreement. Upon expiration or termination of this Agreement, RHK and RHK's assignee or transferee has absolute rights to collect the System(s) and/or dispose the System(s) at RHK's sole discretion. Customer agrees that RHK is hereby irrevocably authorised and unconditionally to enter any premises where it believes the System(s) may be located for the purpose of inspecting or testing or taking repossession of the System(s).

b. Customer acknowledges and agrees that Customer is granted the right of use of all the System(s) which are not sold to Customer, unless specified otherwise. All Solutions (if any) offered in this Agreement shall remain the property of RHK and/or its licensor(s) and are subject to end-user licensing terms and conditions of their respective licensor(s). Notwithstanding the foregoing, any Toner supplied to the Customer under this Agreement shall be sold to the Customer, and title to and risk in such Toner shall pass to the Customer upon delivery. The Customer's obligation to pay the applicable Charges in accordance with Clause 3 shall not be affected by the passing of title to the Toner.

c. Risk of the damage to the System(s) shall be passed to Customer upon delivery of the System(s). Customer shall, at all times, take good care of the System(s) whenever the Systems are under Customer's custody, and maintain a sufficient insurance policy to cover the liability of Customer under this Agreement. Upon written request by RHK, Customer shall supply RHK with a certificate of insurance evidencing the above stated policies.

d. If Customer violates any of the below sub-clauses under this Section, it shall constitute a material breach of this Agreement by Customer and RHK reserves absolute rights to terminate the Agreement and collect the System(s) immediately, and Customer is liable to indemnify RHK liquidated damages equivalent to the Fair Market Value.

   i. Customer is not entitled to pledge or in any way charge by way of security for any indebtedness any of the System(s) which remains the property of RHK.

   ii. Customer is not entitled to change System(s)'s location or relocate the System(s) to any places other than the registered System(s) location without RHK's prior written consent. For any unapproved change of the System(s) location or missing of System(s) may render RHK to report the case to police, and RHK reserves the absolute rights to collect back the System(s).

   iii. Customer shall not allow any third parties, other than RHK or its authorized party, to do maintenance, modification or repairing work, and shall not use non-Ricoh genuine branded material, Toners, or parts to the System(s).

   iv. Customer shall not install, attempt to install, or allow any third party to install any software, applications, or code onto the System(s) unless expressly authorised in writing by RHK.

   v. Customer is not entitled to give, transfer, or assign any interest of this Agreement to any third party or authorise any third party to do so except prior written consent is obtained from RHK.

5. ASSIGNMENT AND CREDIT REFERENCE

a. Customer agrees that RHK may transfer or assign this Agreement to any third party without prior notice to Customer or Customer's consent. In the event that Customer needs to transfer the obligations/rights of this Agreement to a separate entity, Customer must get RHK's prior consent and RHK reserves the rights of rejection.

b. RHK may enter into this Agreement as owner, sub-lessor/principal (having leased the System(s) from a third party or otherwise obtained authority from the owner of the System(s)) or as agent for and on behalf of the owner. Customer agrees that RHK or its potential assignee may obtain a credit report on Customer from the credit reference agency before or after the execution of this Agreement.

6. OBLIGATIONS, REPRESENTATIONS AND UNDERTAKINGS OF CUSTOMER

a. Customer acknowledges that RHK has entered into this Agreement relying on the fact that all information given to RHK by Customer, Customer undertakes that any information given to RHK, including the information of Guarantor (if any), is accurate and not misleading.

b. Customer is responsible for informing RHK about any change in its company name, address, and contact person etc. To effect a change of such information in this Agreement, Customer shall i) provide all necessary supporting documents upon request by RHK, ii) settle all outstanding Charges and interest to RHK and, iii) where applicable, pay RHK a handling fee as set out in the Charges Table (Clause 11) of this Agreement.

c. Customer acknowledges that Customer alone is responsible for examining the System(s) before acceptance. Customer shall solely be responsible for fulfilling its responsibilities under any end user policy or licensing terms and conditions of third party Manufacturer. RHK does not assume any part of such responsibility.

d. Customer is responsible for taking good care of the System(s). Notwithstanding anything to the contrary of the Agreement, Customer is liable for any damages or loss of the System(s) in the custody of Customer once upon delivery of the System(s). For avoidance of doubt, Customer shall fully compensate RHK for System(s)'s losses or damages from all causes, except for reasonable wear and tear, and regardless of the amount of insurance claimed by the Customer. For repairable System(s) damages, RHK shall provide separate quotation to Customer for restoring the damaged System(s) to the normal functional condition.

e. By signing this Agreement, Customer expressly authorizes RHK to capture any readings and relevant information from RHK's device

management tools (including but not limited to RHK's @Remote device, firmware and installed software) and report to RHK automatically.

f. Customer is obligated to turn on the network connectivity and facilitate the auto transmission of page volume (including black & white and/or color pages) to RHK for each Billing Period. The System(s) shall be connected to internet so that RHK is able to retrieve necessary information for the Services provision.

g. Customer shall inform RHK in writing within two (2) calendar days if any of the System(s) are stolen, lost, destroyed or damages to such extent that either Customer or its insurer reasonably decides that repair is impractical, inappropriate, and uneconomical ("**Total Loss System(s)**"). In such case, if the Agreement is not able to continue as the Total Loss System(s) constitutes substantial part of the Services, Customer shall fully settle the Fair Market Value within five (5) business days; Customer shall also pay RHK the market replacement value of the Total Loss System(s) concerned which will be provided to Customer and Customer shall make full payment within fourteen (14) days from the date of invoice.

h. Customer is obligated to inform RHK immediately whenever Customer or any Guarantor of this Agreement is/are or becomes Insolvent or passed any resolution of deregistration, strike off, close down, winding up or, for individual(s), commencement of any formal procedures of winding up or bankruptcy.

i. In addition to any late-return charges accrued under Clause 2j, where RHK is unable to collect the System(s) from the Customer within thirty (30) calendar days following the expiry or termination of this Agreement due to any act or omission of the Customer, all risks and liabilities relating to the possession and use of the System(s) shall remain with the Customer until the System(s) are returned to or collected by RHK. RHK may, at its sole discretion, require the Customer to (a) enter into a new agreement in respect of the continued possession and use of the System(s); or (b) pay compensation for each unreturned System at such amount as determined by RHK in accordance with this Agreement. Where RHK requires payment of compensation under paragraph (b), any late-return charges under Clause 2j shall cease to accrue upon RHK's receipt of such compensation in full, without prejudice to any late-return charges accrued prior to that date.

j. Customer has not told RHK or anyone else of a particular purpose for which Customer requires or intends to use the System(s); and RHK has not made any representation, warranty or undertaking about the System(s)'s suitability or fitness for Customer's purposes other than those RHK have agreed and presented to Customer.

k. Customer acknowledges and agrees that total liability of RHK to Customer shall be limited to the provisions in Scope of Service and Warranties (Clause 7). RHK is not liable for any injury to any person or loss or damage to property, arising from the possession, operation or use of the System(s) and/or Solutions, including the software which bundled therewith.

l. All Toner provided by RHK are solely for the use of the designated System(s) mentioned in this Agreement. Without prior written consent by RHK, Customer shall not use such Toner for any other machines not specified in this Agreement.

7. SCOPE OF SERVICE AND WARRANTIES OF RICOH

7.1 Service Scope in Relation to the System(s):

a. RHK shall grant Customer exclusive possession and rights of use of the System(s) according to the terms and conditions of this Agreement. The System(s) will be delivered with ONE (1) set of Toner purchased by the Customer under this Agreement, as specified on R Choice. Any additional Toner required during the Agreement Term shall be purchased separately by the Customer at its own cost.

b. RHK shall provide one (1) initial installation service for a maximum of twenty (20) System(s) covered by the same order at the Customer's registered service location during Normal Working Hours. The installation service is limited to standard physical setup, connection and basic configuration of the System(s), subject to site readiness, safe access and the Customer having completed all preparations reasonably required by RHK. Any installation involving more than twenty (20) System(s), an additional location, a repeat visit or work outside the standard installation scope shall be subject to separate quotation and agreement. No training service, training course, user instruction session or operational training is included. Any training requested by the Customer shall be subject to separate quotation and RHK's written agreement.

c. During the Agreement Term, Customer is responsible for monitoring and managing the Toner supplied with the System(s). The System(s) will notify Customer when Toner is running low or need replenishment. Upon such alert, Customer may purchase such Toner separately at their own cost through R Choice.

d. During the Agreement Term, the Customer may contact RHK for technical support during Normal Working Hours. Upon receipt of a support request, RHK may first assess the reported issue by telephone and/or remote support and may require the Customer to provide such information, photographs, error messages, test results, access and assistance as RHK may reasonably require for diagnostic purposes. Where RHK determines, following such assessment, that an on-site technician visit is reasonably necessary to remedy a fault covered by this Agreement, RHK shall arrange such visit at no additional charge. The necessity, timing and scope of any on-site attendance shall be determined by RHK acting reasonably. For the avoidance of doubt, no MITS or service tokens shall apply to any support, repair or maintenance covered under this Agreement. Any request falling outside the scope of support, repair or maintenance covered under this Agreement, including any issue arising from the Customer's network or operating environment, misuse, non-Ricoh supplies, unauthorised relocation or modification, or any work unrelated to a fault in the System(s), may be declined by RHK or provided subject to separate quotation and the Customer's prior acceptance.

e. Subject to Clause 7.1d, RHK will provide repair and maintenance services for the System(s) necessary to restore the System(s) to normal functioning condition, provided the System(s) have been used under normal usage, wear and tear conditions with reasonably good care by Customer. The repair and maintenance service shall not be applicable to the following circumstances and Customer shall bear the cost of repairing and any damages to the System(s):-

   i. non-Ricoh genuine branded material or parts being used in the System(s) or the System(s) has been modified, altered or repaired by persons other than RHK's authorised personnel; or

ii. intentional neglect, damage or misuse of the System(s) by Customer, or any elemental damage to the System(s) under Customer's possession; or

iii. damage caused by staple or any other material, or paper jam caused by inappropriate use of printing materials or stationeries; or

iv. damage by accident, abuse, act of third persons, act of god, and other events beyond RHK's control.

f. RHK's representatives shall have safe and unimpeded access to the System(s) and all ancillary equipment at all reasonable times.

g. In the event that RHK has replaced any unit of the System(s) for Customer's use during repairing period, Customer acknowledges and agrees that, in any event, RHK does not have obligation to return to the Customer the same unit being collected for extensive repair.

h. Without RHK's prior written consent, any supplies, parts, equipment or software not supplied by RHK (whether or not RHK approved equipment) shall not be used in or upon the System(s). RHK reserves the rights to reject providing any service, supplies, parts or equipment for any supplies, parts, equipment or software not supplied by RHK and collect the System(s) immediately. Customer shall compensate RHK for the Fair Market Value; and pay compensation for any Otherwise Damages (if applicable) in such circumstances.

i. Any timelines provided by RHK for repair or replacement of System(s) are non-binding estimates only. RHK does not guarantee and shall not be liable for any specific repair or replacement times. Customer acknowledges the timelines are estimates and time is not of the essence for RHK's performance of these obligations. Repair and replacement times may vary for reasons reasonably outside of RHK's control.

j. User Acceptance Test ("UAT")

i. This section applies if UAT is specifically required under the Agreement.

ii. The purpose of UAT is to confirm that the Solutions is developed according to the Customer's requirements in functionality, performance, and technical features and that it is ready for deployment and operational use in a commercially reasonable manner. During UAT, Customer shall compare the Solutions' functionality, features, and performance to the Solution Specification.

iii. Customer shall inform RHK in written notice for any non-compliance in the Solutions within 14 days after the date of UAT Acceptance Form. A notice of non-compliance should specify the item of specifications in which the Solutions is not able to meet with a record of such non-compliance incident identified, any general claim, description or expression of dissatisfaction shall not suffice.

iv. The UAT is deemed to be accepted by Customer for non-communication of valid non-compliance notice within 14 days from the date of UAT Acceptance Form, or last date of communication between RHK and Customer, whichever is earlier.

7.2 Limitation of Liability

a. RHK makes no warranty of merchantability or fitness of any third party or Manufacturer supplied product /software or any new release, new version, or other upgrade thereof to be procured/ already procured by Customer from a third party or Manufacturer and hence RHK shall not be liable for taking corrective actions against any deficiency in such products/software.

b. Anything not specifically described in this Agreement and on the R Choice product description page is out of scope and is not included in the Services.

c. RHK has no liability for anything in relation to the System(s) and the Solutions, including the software which bundled therewith, their use, or their installation, or any loss to Customer arising out of any defects in or performance of the System(s) and software due to causes beyond RHK's control, or its unavailability for use whilst defective, except to the extent that it is imposed on RHK under statute or otherwise. Whatever happens, RHK's liability to the Customer under this Agreement is no more than at RHK's option either:-

i. replacing the System(s) with the same or equivalent System(s), or

ii. repairing the System(s) or paying for their repair at reasonable market price;

d. The Solutions, including all Solutions Hardware, Software and any services contained therein, provided by third parties or Manufacturers shall be subject to separate terms and conditions, service level agreements, any warranties and indemnities provided by the third party suppliers or Manufacturers. RHK provides no independent warranty or software license of the products which it distributes / resells; RHK will not assume any liability in relation thereof.

e. Notwithstanding anything to the contrary in this Agreement, RHK is not liable to the Customer or to any third party in tort, contract or otherwise for any direct, indirect, special, punitive, incidental, or consequential loss, damage, expense whatsoever including, without limitation, damages for loss of profits, loss of revenue, loss of business opportunity, loss of data, or interruption of business arising from RHK's acts, negligence or omissions whatsoever and howsoever under this Agreement or otherwise.

f. Notwithstanding anything to the contrary in this Agreement, RHK is entitled to reject to provide Warranty or Services to Customer if RHK reasonably believes that the Customer has abused its contractual power to:

i. make intentional, mischievous, unreasonable or abusive request for Services; or

ii. make false report regarding to the System(s) with malicious intent; or

iii. make harass with no real purposes other than to cause disruption.

8. INDEMNITIES

a. Customer agrees to indemnify RHK against any liability or loss arising from any costs, charges, legal fees and expenses incurred in connection with this Agreement unless such liability or loss is caused directly by RHK omission, default or negligence. Each indemnity is a continuing obligation, separate and independent from Customer's other obligations (including the obligation under Clause 2i).

b. Customer agrees to indemnify RHK against all claims and demands made against RHK due to loss, injury or damage suffered by any person directly or indirectly caused by the presence of the System(s) or the use thereof.

9. COMPLIANCE

a. Customer undertakes to fully comply with this Clause 9. If Customer is in breach of any of the below sub-clauses, RHK reserves the right to terminate this Agreement without liability to the Customer, and the Customer is obligated to return the Systems to RHK and pay RHK in accordance with the Clause 2i of this Agreement.

i. Customer undertakes that the System(s) is used only in Customer's business operations in the territory and for the legitimate purposes. Customer further undertakes to comply with the non-proliferation laws, as required by the U.S. government, which stipulates that all the products are for Customer's own civilian uses, not for re-export to other territory, or resale or re-supply to any other party without the prior written consent from RHK.

ii. Customer represents and warrants that it is not a person that is listed on, or owned (whether directly or indirectly) or controlled by a person under economic sanctions or trade embargoes, or other equivalent restrictive measures imposed, administered or enforced from time to time by the European Union, the United States government or a United States agency.

10. MISCELLANEOUS

a. Remedy. RHK shall exercise a right, remedy or power in any way RHK considers appropriate. If RHK does not exercise a right, remedy or power at any times, this does not mean that RHK cannot exercise it later.

b. Notice. All notices, consents, and communications in connection with this Agreement must be in writing by post, email, facsimile or through other communication methods agreed by RHK from time to time. If any notice is sent by facsimile, it is taken to be received on production of a transmission report by the transmitting machine which indicates that the whole facsimile was sent.

c. Disposal of Collected Hardware and Data Security. Customer agrees that all hardware collected by RHK are deemed to be obsolete and with no commercial value and RHK has the absolute rights to dispose the hardware collected from Customer, including non-Ricoh branded hardware, at RHK's own practice from time to time. Customer agrees and acknowledges that RHK will protect the stored data with reasonable endeavour but with no guarantee or liability to secure the stored data from any unintended disclosure.

d. Disposal of Data. Upon termination of this Agreement, RHK has the right to delete all data stored in the System(s). Customer acknowledges and agrees that Customer is solely responsible for backing up any important or sensitive data prior to the termination of this Agreement. RHK has no liability whatsoever for any loss, corruption, or deletion of data that may occur during this Agreement.

e. Third Party Rights. Customer agrees that, unless specified otherwise, no other entity or person will have the rights to enforce or enjoy the benefit of the terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed in hard copy or through electronic means, including via DocuSign or other similar electronic signature platforms. The parties acknowledge and agree that the electronic signature of a party to this Agreement, whether obtained through DocuSign or other similar electronic signature platforms, shall have the same force and effect as the original signature of such party.

g. Enforceability. The illegality, invalidity or unenforceability of any provision or clause (or any part thereof) of this Agreement under the laws of Hong Kong does not affect its legality, validity, or enforceability under laws of any other jurisdiction nor the legality, validity or enforceability of any other provision or clauses (or any remaining part thereof) of this Agreement.

h. Entire Agreement. This Agreement constitutes the entire understanding between Customer and RHK with respect to the subject matter of this Agreement and supersedes all prior communications, commitments, and agreements, oral or written, with respect thereto. Any terms and conditions in the prior and/or subsequent documents from the Customer for satisfying Customer's internal procedures and formalities, including but not limited to Customer's purchase order that Customer may have requested RHK to sign, shall not be binding on RHK. For the avoidance of doubt, this Agreement shall be the final and binding document, and the terms and conditions contained herein shall govern the subject matter and bind both parties.

i. No Representation. The Parties acknowledge that in entering into this Agreement, they do not do so on the basis of, and do not rely on, any representations, warranties or other provisions except as expressly provided in this Agreement and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

j. Force Majeure. A party is not liable for non-performance of this Agreement if the non-performance is caused by events or conditions beyond that party's reasonable control including, but not limited to, acts of God, acts of Governmental authorities, strikes, war, riots or any other cause of such nature, reasonably unforeseeable non-availability of materials or defaults by any manufacturer for the affected party (a "force majeure event") and the affected party gives prompt notice and makes all reasonable efforts to perform. If, despite the affected party's reasonable effort, the force majeure event prevails, the parties shall be relieved from performing their respective obligations (except the payment obligation) in relation to such part of this Agreement that has been affected by the force majeure event.

k. Jurisdiction. The terms of this Agreement shall be construed and governed by the laws of Hong Kong and the parties hereto agrees to

submit to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region for dispute resolution.

11. VARIOUS SPECIAL SERVICES

Other upgraded services will be provided at chargeable rates subject to separate quotation and agreement upon Customer's request. RHK is entitled to adjust the rates without giving prior notice to Customer.

<table>
<tr><th>Upgraded Services / Other Fees Description</th><th>Applicable Conditions</th><th>List of Items (if applicable)</th></tr>
<tr><td>Invoice / Statement via channels other than RCP</td><td>Customer opts to receive invoices and statements via channels other than RCP or RHK reasonably determines that the Customer does not have access to electronic invoices and statements via RCP</td><td rowspan="3">Not Applicable</td></tr>
<tr><td>Temporary Storage of Ricoh Machines</td><td>Not including transportation which is subject to separate quotation</td></tr>
<tr><td>Late Return Fee (clause 2j)</td><td>If Customer fails to return the System(s) within the 7 days from the expiration or termination of the Agreement</td></tr>
<tr><td>Transportation Charge, Extra Storage Charge and Inspection Charge for damaged machines (clause 7.1e, 7.1h)</td><td>If any of the System(s) are damaged (other than normal wear and tear) and have to be delivered back to RHK's premises for assessment and examination</td><td>Not Applicable</td></tr>
<tr><td>Prices for replacement of parts in System(s), if damaged (for reference only) (clause 2i, 6d, 7.1e, 7.1h)</td><td>upon RHK's inspection following collection and within one (1) month from the date of such return or collection, the System(s) are found to have suffered any Otherwise Damage(s)</td><td><table><tr><th>Description</th></tr><tr><td>COVER:FRONT</td></tr><tr><td>SMART OPERATION PANEL</td></tr><tr><td>TRAY 1</td></tr><tr><td>TRANSFER ROLLER:SECOND:MF3:ASS</td></tr><tr><td>COLLECTION BOTTLE:ASS'Y</td></tr><tr><td>DUPLEX UNIT</td></tr><tr><td>MANUAL FEED TABLE</td></tr><tr><td>PCDU:K</td></tr><tr><td>PCDU:M</td></tr><tr><td>PCDU:Y</td></tr><tr><td>PCDU:C</td></tr><tr><td>FUSING UNIT:220-240V</td></tr><tr><td>TRANSFER UNIT:INTERMEDIATE TRA</td></tr><tr><td>COVER:PAPER FEED:UPPER</td></tr><tr><td>PRESSURE PLATE</td></tr></table></td></tr>
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