

Purchasing Terms and Conditions

General

These terms and conditions can be applied to any enquiry, quotation and agreement between PreciSe Hyper iMage Optics (SZ) Co.,Ltd (Hereafter as PHYO) and the buyers who belong to a company, agency, office or individuals (Hereafter as Buyers), two parties based on the terms as PHYO wants to sell and buyers want to buy the items or products mentioned in the contract or Purchase orders with a mutual agreements.

1: Non-disclosure agreement, intellectual property.

In consideration of the mutual promised and covenants contained in the agreement and the mutual disclosure of confidential information. PHYO promise to respect the intellectual property of the BUYERS who own the recipes, drawings, or any technical documents which support the understanding or the manufacturing of the items.

2: Technical Communication and Design Confirmation

Before the productions start, drawings, recipes or design should be formally release, with mutual confirmation, PHYO promise can make, and BUYERS confirm the acceptance.

3: Acceptance of the contract/PO

All quotations or offers made by PHYO are free of obligations, unless they includes a validation period. Only based on the order confirmation or contract acceptance, all the quotations or offers becomes available in the meantime.

Once get confirmation of the contracts or PO, two parties needs obligate to there responsibilities, PHYO provide the contracts or PO range service (Including quoted price, on time delivery, qualified products and warranties). BUYERS should release formal production drawings, or confirm the OEM design from PHYO, and apply the payment as contract payment terms.

4: ECR request (Engineering Change Request)

Generally, PHYO is open for design change before manufacturing or semi-finished range. Once get finish of the items. The ECR should based on some agreed additional and reasonable fees. If from PHYO design, we can make the ECR internally for some defects or un-practical points.

Normally, ECR should notice ahead to both parties on time, in order to avoid big damage or lost.

5: Completion of Conformity.

PHYO promise to provide the parts exactly according to the agreed drawings or designs. With fully quality control system to make sure the conformity. From material, process, inspection

and packing, all the matters should be based on the agreements or according to the contracts or PO, emails communications still can be taken as a formal memo.

6: Package and Delivery

If without any special request, PHYO will pack the items in normal way, which will make sure the success export and custom clearance and avoid any damage to the packed items. BUYERS should cooperate to make the custom clearance if needed to avoid any delay of acceptance or failed in delivery.

Multi-delivery ways:

- Freight pre-payment with internal express (Medium)
- Freight collection to the express account provided by BUYERS (Fast)
- Handled to the BUYER assigned consignees or logistic agencies or companies (Slow)

7: Payment terms

Payment terms based on the contracts or PO agreements between PHYO and BUYERS. PHYO can accept small amount (Under 4000\$) payment by Paypal, CreditCard, formally, we will prefer the payment to the company foreign currency account.

8: Warranty

- Items delivered by PHYO should meet the requests and standards from the BUYERS. BUYERS responsible to verify whether these items are suitable to use in the certain countries or areas.
- Once parts get delivered conformity with the contracts or PO with qualified way, any non-suitable usage or forbidden by the local laws are not the obligations from PHYO.
- If BUYERS have any complain of the quality or conformity of the items, please contacted on time to PHYO and find ways or solutions to avoid any delay of problem solving.

9: Items return

In order to make sure the BUYERS in completely satisfaction, we can accept the returning of the defect parts (within 30days after the items delivery, special conditions based on two parties agreement, PHYO can prolong the period range), and all PHYO asked as follows:

- Please contact with info@phyoptics.com for defect situation, or BUYERS can contact with the PHYO sales who responsible to contact with the BUYERS or the local office or representatives if any in your area.
- Return the defect parts with the contracts or PO reference. Freight covered by PHYO.
- Final agreement made by PHYO and BUYERS to decide whether refund the payment or make the new qualified items.

9: Force Majeure

PHYO is not liable for failure to perform the obligations if such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.