



凱權貿易有限公司
Seapower Trading Co., Ltd.

SEAPOWER STANDARD TRADING CONDITIONS (SP-STC)

All transactions for wholesale items (hereinafter "**GOODS**") entered into between Seapower Trading Co., Ltd (hereinafter "**COMPANY**") in connection with or arising out of the **COMPANY's** business as a distributor / re-seller / agent in respect of **GOODS** to any end customers (hereinafter "**CLIENT**") or any transactions shall be subject to the following standard trading terms and conditions ("the conditions") unless otherwise agreed or stated by the **COMPANY** in writing.

The conditions shall prevail over any standard terms and conditions which may be incorporated as part of the **CLIENT's** standard terms and conditions and the acceptance by the **COMPANY** of any instructions or conclusion of any transaction, whether effected expressly or by conduct, shall not override the conditions save to the extent expressly agreed to in writing by both the **COMPANY** and the Client. These conditions will be read together with any express terms agreed to in writing between the **COMPANY** and the Client and only to the extent of a conflict between the express terms and the terms hereof shall the former prevail.

In these conditions the following words and expressions shall have the following meanings and cognate expressions shall have corresponding meanings, except where the context otherwise requires:

1. Minimum Order Quantity - MOQ

Minimum Order means the minimum amount **CLIENT** has to spend per order to be able to purchase **GOODS** at our wholesale pricing.

With MOQ terms, wholesale **CLIENT** shall be aware of the minimum purchase in order to receive wholesale pricing. By setting such a minimum wholesale order, we will be able to provide **GOODS** at the lowest price possible for **CLIENT**.



2. Payment Terms

Acceptable method of payment terms (hereinafter “**PAYMENT METHODS**”) from clients are as via cash; local Macau bank cheque; bank deposit; MacauPass or MPay.

All bank charges for local or foreign bank cheques and bank deposits are to be borne by **CLIENT**.

Our Payment terms are stated as follow:

a) **COD Term (Cash on Delivery)**

All such COD term is to be paid in full using **PAYMENT METHODS** with no exception and failure to pay upon delivery, **COMPANY** has the right to refuse delivery.

b) **Seven (07) Days Credit Term**

All such Seven (07) Days Credit Term is to be paid in full using **PAYMENT METHODS**. Failure to pay within such time period, **COMPANY** can refuse subsequent re-order and/or convert the Seven (07) days credit term to COD (Cash on Delivery) term or request for a return of **GOODS** delivered.

c) **Thirty (30) Days Credit Term**

All such Thirty (30) Days credit term is to be paid in full using **PAYMENT METHODS**. Failure to pay within such time period, **COMPANY** can refuse subsequent re-order and/or convert the Thirty (30) days credit term to COD (Cash on Delivery) terms or request for a return of **GOODS** delivered.

3. Retention of **GOODS** Title

GOODS Delivered to **CLIENT** but Payment not received are considered legal possession of **COMPANY** and the **GOODS TITLE** belonging to **COMPANY** until full payment are made. Under the following conditions **GOODS** remain the legal possession of **COMPANY** as well:

- Should a **CLIENT** enter insolvency and unable to pay partial or full payment.
- Allows the **COMPANY** to recover the **GOODS** delivered, if they have not been paid for



4. Delivery

a) COD Term (Cash on Delivery)

CLIENT to provide an official **CLIENT**'s company stamp for receiving **GOODS** purposes to be stamped on our **COMPANY**'s Invoice/Delivery note to prove **GOODS** ordered have been inspected and in good order and received and without payment using **PAYMENT METHODS** under such condition of a full official delivery.

b) Seven (07) Days Credit Term

All such Seven (07) Days Credit Term delivery it is required of **CLIENT** to provide an official **CLIENT**'s company stamp for receiving **GOODS** purpose to be stamped on our **COMPANY**'s Invoice/Delivery note to prove **GOODS** ordered have been inspected and in good order and received and without payment using **PAYMENT METHODS** under such condition of a full official delivery.

c) Thirty (30) Days Credit Term

All such Thirty (30) Days Credit Term delivery it is required of **CLIENT** to provide an official **CLIENT**'s company stamp for receiving **GOODS** purpose to be stamped on our **COMPANY**'s Invoice/Delivery note to prove **GOODS** ordered have been inspected and in good order and received and payment and without **PAYMENT METHODS** under such condition of a full official delivery.

5. GOODS Return Policies

COMPANY's **GOODS** return policy is valid under the following conditions:

For GOODS - Beer & Beverages

1. No expired **GOODS** return except **GOODS** allocated for promotional clearance.
2. Label Damages & other form of verifiable damages can be return but immediately upon inspection during delivery and cannot be returned once **GOODS** are accepted.



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For GOODS – All Wine

1. Label Damages & other form of verifiable damages can be return but immediately upon inspection during delivery and cannot be returned once **GOODS** are accepted.

No return or exchange is possible once the delivery is complete and delivery person(s) left the **CLIENT**'s premises upon checking by the **CLIENT**.

In case of any dispute, the **COMPANY** reserves the right of final decision and verifiable damages are at the discretion of the **COMPANY**.

