



# GENERAL TERMS & CONDITIONS (GTC) - SALES



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## GENERAL TERMS AND CONDITIONS – SALES

Acceptance of these General Terms and Conditions (and each agreement) shall be effective upon acknowledgement of the receipt of a Purchase Order by the Company [Sales] or upon sending a Purchase Order issued by the Company in writing to the Seller [Purchase].

### a) Glossary

- (a.1) 'Affiliate' in respect of one of the Parties, refers to any entity which currently or later, directly, or indirectly, controls, is controlled by, or is under the same control of such Party.
- (a.2) 'Agreement' means these General Terms and Conditions, Purchase Order, Order Confirmation and/or any other documents agree in writing by the Parties regarding a Purchase Order.
- (a.3) 'Terms and Conditions' is equal to the General Terms and Conditions or Terms and Conditions
- (a.4) 'Control' in relation to any person (natural person or legal entity) meaning either of the following:  
(a.4.1) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of most of the board of directors (or equivalent governing body) of that person; or  
(a.4.2) the ownership of more than fifty (50) percent of the total issued shares or stock in that person, and 'controlled' shall be construed accordingly.
- (a.5) 'Delivery Location' the location specified in the Purchase Order at which Supplier and/or Purchaser shall procure the delivery of the Goods.
- (a.6) 'Delivery Quantity' means the total Binding Quantity to be delivered on a specific Delivery Date within a Delivery Year according to the term of the Purchase Order.
- (a.7) 'Delivery Time' means the amount of time it takes for the Company to receive a Purchase Order from a customer or issue a Purchase Order to a supplier to the point when the goods are ready and available for transfer of ownership at the agreed Delivery Location.
- (a.8) 'Faulty Goods' means Goods that are broken or damaged ('not of satisfactory quality'), unusable ('not fit for purpose'), not what was defined in the Purchase Order or doesn't match the Supplier's description.
- (a.9) 'Goods and Services' means tangible and intangible items sold to the Purchaser or procured from the Supplier or tasks performed for the benefit or Purchaser or Supplier.
- (a.10) 'Parties' means the Purchaser or Supplier and their successors and assigns and 'Parties' means either of them.

- (a.11) 'Price' means the prices in relation to any goods and/or services stated against its name in the Purchase Order.
- (a.12) 'Purchase Order' means the written order issued by the Purchaser to the Supplier covering details for the supply of goods and/or services specified therein.
- (a.13) 'Supplier' means such person whose name is stated in the Purchase Order from the Purchaser.
- (a.14) 'Specifications' in relation to any Goods and/or Services, means the specifications of that Good or Service described in the Purchase Order, including details such as brand, technical specifications, packing, quantity, quality, origin, year of manufacture or any other information intended to specify the nature of the Goods and/or Services.
- (a.14) 'Currency' means the currency specified in the Purchase Order.
- (a.2) The headings and sub-headings of the provisions of these Conditions are to facilitate reference only and do not form a part of these Conditions and shall not in any way affect the construction or interpretation thereof.
- (a.3) Unless the context otherwise requires, in the Terms and Conditions:
- (a.3.1) words using the singular or plural number also include the plural or singular number, respectively, words denoting any gender shall include all genders.
- (a.3.2) the terms "hereof", "herein", "hereby", "hereto" and similar words refer to these Terms and Conditions and not any clause, or any other subdivision of these Terms and Conditions.
- (a.3.3) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to", whether they are followed by such phrases or words of like import.
- (a.3.4) references to any "person" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority.
- (a.3.5) references to "Clause" or any other agreement or document in these Conditions shall be construed as references to the clauses of these Conditions, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.

(a.4) Notwithstanding anything to the contrary herein, in the event of any conflict between any of these Terms and Conditions and the terms of any Purchase Order, the terms of such Purchase Order shall prevail.

## **b) Sales and Purchase of the Goods**

(b.1) The Seller shall acknowledge receipt of the Purchase Order within five (5) working days from its receipt, which shall constitute acceptance of the Purchase Order and shall render the Purchase Order irrevocable.

(b.2) Any request for change to the composition or volume of a Purchase Order placed by the Purchaser shall be considered by the Supplier unless the request is made in writing and is received by the Supplier within two (2) business days after receipt of the initial Purchase Order by the Supplier and accepted by the Supplier.

(b.3) Should a Purchase Order be changed by the Purchaser and accepted by the Supplier, the Supplier shall be relieved from its obligation to meet agreed deadlines, if any, as originally agreed under the terms of the initial Purchase Order.

(b.4) In any case, the Purchaser shall not revise the Purchase Order by any means after acknowledgement of receipt of the Purchase Order by the Supplier, unless agreed and authorized in writing by the Supplier.

(b.5) Acceptance of a Purchase Order by the Supplier shall be subject to one of several of the following terms and conditions, as the Supplier may require:

(b.5.1) the necessary administrative permissions having been obtained.

(b.5.2) the Purchaser having paid the deposit payment, which shall not be less than thirty (30) per cent of the total price of the Purchase Order or such amount agreed upon by the parties.

(b.5.3) a contractual guarantee or additional warranty (bank guarantee, opening a documentary Letter of Credit, parent company guarantee, etc.), having been set up.

(b.6) Goods ex stock are offered subject to prior sales.

(b.6.1) If the Supplier does not have sufficient stock to meet the conditions stated in the Purchase Order, the Supplier shall be entitled to, at its sole option and discretion and without prior consent of the Purchaser, revise the Purchase Order by written notice to the Purchaser given no less than seven (7) working days prior to the Delivery Time, or substitute the brand, packing and/or country of origin of any of the goods.

## **c) Title and Risk**

(c.1) Title of the Goods delivered to the Purchaser in accordance with each Purchase Order shall pass to the Purchaser upon full payment of the order price being made by the Purchaser to the Supplier and such payment being received by the Supplier, including any additional costs relating thereto.

(c.2) Any clause to the contrary, especially clauses of any general conditions of purchase of the Purchaser, shall be considered as being null and void.

(c.3) In the event of seizure of the goods or any intervention by a third party, the Purchaser shall immediately inform the Supplier. The Supplier reserves the right to recover the Goods at any place and in whosever hand they may be found.

(c.4) The Purchaser shall not resell unpaid Goods to third parties before payment to the Supplier of the full order amount by the Purchaser to the Supplier unless prior written consent is given by the Supplier to the Purchaser.

(c.5) The transfer of risks from the Supplier to the Purchaser shall occur as provided in the INCOTERMS by the International Chamber of Commerce (ICC INCOTERM, latest ed.) which are to be considered as an integral part of any Purchase Order.

(c.6) Unless otherwise agreed between the Parties, the Supplier shall not be responsible for the loading and the unloading of the Purchaser's or the appointed Carrier's assigned transport vehicle.

#### **d) Inspection of Goods before dispatch**

(d.1) If the Parties have agreed in writing that the Purchaser is entitled to inspect the Goods prior to dispatch, or if the regulations of the country to which the Goods are to be shipped require such inspection (to provide evidence for such regulations is sole responsibility of the Purchaser), the Supplier shall notify the Purchaser, within a reasonable period of time prior to the dispatch, that the Goods are ready for inspection at a place designated by the Supplier.

(d.2) The Purchaser shall inspect the Goods within a period of 7 (seven) working days following the date of the notice sent by the Supplier to the Purchaser that the Goods are ready for inspection.

(d.3) Failure of the Purchaser to undertake such inspection within the seven (7) days period shall be deemed as acceptance of the Goods in their 'as is' state by the Purchaser.

(d.4) In any case, the Purchaser shall bear any, and all costs incurred from such inspection, including but not limited to storage and additional insurance charges, and reimburse the Supplier in full prior to dispatch of the Goods.

#### **e) Delivery**

(e.1) Terms of Delivery

(e.1.1) Unless otherwise agreed upon between the Parties, delivery of the Goods shall only occur provided that the Purchaser has paid the order amount and other charges to the Supplier in full and the amount has been received by the Supplier.

(e.1.2) The Supplier shall undertake all reasonable efforts, in respect of any Purchase Order, to deliver the Goods at the location to which they are to be delivered ('Delivery Location'), the quantity of Goods to be delivered ('Delivery Quantity'), in each case, as stated in that Purchase Order (as may be revised in acc. with Clause b.2 and Clause b.6.1) and at the Date and time ('Delivery Time') specified therein.

(e.1.3) Delivery dates are provided for information and are only indicative.

(e.1.4) Delays in delivery of the Goods cannot give rise to the payment by the Supplier of any penalty of fine, nor may it be a reason for the cancellation or withdrawal of a Purchase Order (unless specified and agreed in writing).

(e.1.5) Delivery of the Goods may be suspended if the Purchaser fails to settle an invoice after forty-eight (48) hours of the Supplier's notification to the Purchaser to do so.

(e.1.6) If the Goods are delivered at the 'Delivery Location' and at the 'Delivery Time' but the Purchaser is not in capacity of receiving the Goods, the Purchaser shall pay the Order amount and all other amounts due to the Supplier as if the Purchaser had received such delivery. The Supplier shall take all necessary and reasonable efforts and actions, at the Purchaser's sole expense, to store the Goods and insure them, if requested by the Purchaser, until the Purchaser is in the capacity to receive the delivery of the Goods. The risk on the Goods stored during this period of the time shall be borne by the Purchaser.

(e.1.7) It is explicitly mentioned that obtaining required transport insurance policies to insure and protect the Goods against possible harm and damages during transportation and/or storage is the sole responsibility of the Purchaser, unless specified otherwise by the INCOTERMS of the International Chamber of Commerce (ICC INCOTERM, latest ed.).

## (e.2) Reserves and Acceptance of the Goods

(e.2.1) Any reserve that the Purchaser may have regarding the Goods shall be made to the forwarder by registered letter with acknowledgement of receipt (of which a copy shall be sent simultaneously to the Supplier) with three (3) calendar days of receipt of the Goods.

(e.2.2) A reserve made by the Purchaser under this Clause shall not suspend payment by the Purchaser to the Supplier for any of the Goods ordered.

(e.2.3) If no reserve notice has been sent within the three (3) calendar days following the receipt of the Goods by the Purchaser, the Goods shall be deemed accepted by the Purchaser without reserve, notwithstanding any visible defects, any discrepancy or non-conformity between the Goods ordered and the Goods delivered.

(e.2.4) The Purchaser shall not return any of the Goods without prior written consent of the supplier. Any Goods returned by the Purchaser to the Supplier without such prior written consent by the Supplier shall be held at the disposal of the Purchaser and shall not grant the Purchaser the right to any credit note or similar reimbursement or instrument.

(e.2.5) In the event that the Supplier accepts the return of Goods, a lump sum deduction equal to twenty (20) percent of the ex-works value of the returned Goods shall be applied to each accepted returned item. Such deduction shall be paid to the to the Purchaser by telegraphic transfer to such account with such bank as the Purchaser may designate from time to time.

(e.2.6) In any case, the costs of the return of the Goods, as well as any related costs (including but not limited to any storage and/or additional insurance costs), shall be borne by the Purchaser.

(e.2.7) All Goods returned to the Supplier shall be returned in the same condition in which they were received by the Purchaser.

### (e.3) Faulty Goods

Where, after inspection of the Goods by the Purchaser and the Supplier, Goods show visible damage or non-conformity ('Faulty Goods'), the intervention of the Supplier shall be limited, at the sole option of the Supplier, to one or more of the five following without order of priority:

1. The replacement of the faulty goods by supplying the Goods again or having supplied Goods that are of equivalent quality and standard as the Goods in all material respects.
2. The rectification of any defects or non-conformities in the faulty Goods.
3. The repayment of the price paid by the Purchaser for the Goods showing defects or non-conformities.
4. The payment of the cost of replacing the faulty Goods or of acquiring goods that are of equivalent quality and standard as the Goods in all material respects (excluding, for the avoidance of doubt, any transportation, storage and insurance costs).
5. The payment of the costs of having the defects or non-conformities of the faulty Goods rectified.

## **f) Payment Terms**

### (f.1) Order Price

(f.1.1) The Order Price shall be stated in each relevant Purchase Order and shall be exclusive of any tax and duties.

(f.1.2) Any applicable taxes, due, levy or other sum to be paid under any applicable law shall be borne by the Purchaser.

(f.1.3) The Supplier reserves the right to amend the prices of the Goods from time to time and shall inform the Purchaser in writing of any such changes. In any case, the validity of prices stated prevails in case the Supplier fails to inform the Purchaser in due course.

(f.1.4) Notwithstanding the foregoing, the Order Price shall not be amended once a Purchase Order has been accepted by the Supplier.



## (f.2) Invoice and Payment

(f.2.1) The Supplier shall render an invoice to the Purchaser upon or prior to the delivery of or order of the Goods, as agreed between the Parties and each invoice shall contain such detail and be accompanied by such supporting documents and/or certifications as the Supplier deems necessary, including supporting documentation regarding additional costs in the performance of the Purchase Order.

(f.2.2) The Purchaser shall, subject to these Terms and Conditions, make a payment of the sum due to the Supplier within the payment period specified in the Purchase Order, or if such payment period is not stated, within thirty (30) days of the issue date of the supplier's invoice, whichever is the later, by telegraphic transfer to such account with such bank as the Supplier may designate from time to time.

(f.2.3) Where the Parties have agreed that partial payments would be made for partial deliveries of the Goods, each partial payment defined in a Purchase Order shall be made in full by the Purchaser before delivery of the next partial delivery.

(f.2.4) Any sum due to the Supplier under these Terms and Conditions and any agreement (whether in respect of fees or otherwise) shall be paid in the specific currency to the bank account which details shall be provided by the Supplier.

(f.2.5) Payment of the Order Price shall only be considered to have been made once the payment has been received by the Supplier.

(f.2.6) Where the Parties have agreed that payment by the Purchaser to the Supplier be made by a Letter of Credit issued by a first-class bank, the Purchaser shall provide a draft of such Letter of Credit within five (5) calendar days for review and comment by the supplier, followed by the final Letter of Credit incorporating the amendment requested by the Supplier within ten (10) calendar days of the date of the Purchase Order. Should the Purchaser fail to provide the Letter of Credit in due course, the Supplier shall be entitled to cancel the Purchase Order by simple written notice to the Purchaser, without the need for legal proceeding and without prejudice to any rights that the Supplier may exercise against the Purchaser for such breach in accordance with the Purchase Order or at law, notably for damages and costs resulting from such termination.

(f.2.7) The Letter of Credit shall be drafted in terms acceptable to the Supplier and notably be irrevocable, confirmed, in favour of the Supplier and payable at Sight at the Supplier's bank and, among other things, permit partial consignments and transshipments.

(f.2.8) The Supplier reserves the right to accompany the payment by Letter of Credit with a guarantee known as a stand-by Letter of Credit to protect itself against default by the Purchaser.

(f.2.9) Should the parties have agreed that payment shall be guaranteed by a bank, the Purchaser shall, within ten (10) calendar days of the date of the

Purchase Order, provide the Supplier with a first-demanded bank guarantee in accordance with the Uniform Rule for Demand Guarantees or a stand-by Letter of Credit that complies with the Uniform Rules for Demand Guarantees or with the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce and in both cases issued by a reputable first-class bank previously approved in writing by the Supplier.

(f.2.10) Unless specified otherwise in the Purchase Order, each of the Parties shall bear the banking charges in its own country. In case both Purchaser and Supplier are based in the same country all banking charges are 100% to the Purchaser's account.

### (f.3) Default in Payment

(f.3.1) In case of delayed payment, the Supplier may suspend any Purchase Orders in progress, without prejudice to any other course of action.

(f.3.2) If the Purchaser defaults in making the payment latest when due of any sum payable under an invoice or a Purchase Order, its liability shall be increased to include interest on such sum from the due date until the date of actual payments received by the Supplier at a rate equivalent to The Federal Reserve of the United States' interest rate for federal funds plus three (3) percent per annum. Such interest shall accrue daily and shall be compounded monthly and shall be lawfully due, without any notification to the Purchaser being necessary.

(f.3.3) If payments are not made within forty-eight (48) hours of the Supplier's notification to the Purchaser to affect such payment, the Supplier shall be entitled to terminate the corresponding Purchase Order without the need for notice or legal proceedings. In addition, the Supplier may apply to any competent court for the recovery of the Goods, without prejudice to any rights to claim damages with interest. Said termination shall affect all current and unpaid Purchase Orders, whether the Goods have been delivered and whether payments are past due or not.

(f.3.4) When payment by the Purchaser to the Supplier is to be made in several instalments, failure to pay any single instalment shall render the entire amount immediately payable, without any notification to the Purchaser being necessary.

(f.3.5) The Purchaser shall reimburse all the costs caused by the recovery by legal means of the amounts payable by the Purchaser, if any.

## **g) Warranty of the Goods**

(g.1) The Parties agree that the Purchaser shall benefit from the guarantee given by the manufacturer of the Goods who sold such Goods to the Supplier, subject to any limitations and restrictions given by the manufacturer.

(g.2) In case of defective Goods or any parts thereof, the Supplier shall, at its sole option, provide the Purchaser with the replacements of such Goods or the reparation of such Good or defective part.

(g.3) Notwithstanding the forgoing, the Supplier shall not be required to replace or repair a defective Good if such replacement or reparation is impossible or disproportionate in relation to the value of the Goods or in view of the Supplier.

(g.4) In order to implement the warranty, the Purchaser must inform the Supplier within one (1) month by registered letter with acknowledgement of receipt from the time of discovery of the defect or non-conformity, that the Goods supplied are not working and/or have broken down. It shall at its own expense send the part deemed to be defective or non-conform, packed in its original packing to the Supplier or manufacturer.

(g.5) For the avoidance of doubt, the warranty provided in Clause (g.2) shall not cover apparent defects, fair wear and tear, external accident, incorrect installation, improper use, faulty maintenance, any intervention by any personnel outside of the Supplier's personnel or who have not been appointed by the latter or any modification to the Goods that was not planned or specified by the manufacturer.

## **h) Liability and Indemnity**

(h.1) The Purchaser shall indemnify the Supplier and its Affiliates against all loss, actions, claims, demands, expenses and liabilities whatsoever (if any, including legal costs on a full indemnity basis incurred by the Supplier) brought against, suffered or incurred by the Supplier (either at common law or by statute) arising out of or in connection with the Terms and Conditions or any agreement without prejudice to the generality of the foregoing:

(h.1.1) Any breach of these Terms and Conditions or any agreement by the Purchaser.

(h.1.2) Any death of or any injury to any person and loss of or damage to any property which may arise out of or in consequence of the Purchaser's, kits servants, agents or sub-contractors' presence or activities at any Delivery Location.

(h.1.3) Any statement, act, omission, fraud, negligence or default whatsoever by the Purchaser or any of its servants, agents or sub-contractors (which the Purchaser agrees it shall be fully and solely liable and responsible for).

(h.1.4) Any enforcement or attempted enforcement by the Seller of its rights or remedies against the Purchaser.

(h.2) The Supplier shall not be liable to the Purchaser or any third party for any special, punitive, consequential, incidental or exemplary damages (including lost or anticipated revenues or profits relating to the same) arising from any claim relating to these Terms and Conditions or any agreement, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if the Supplier is advised of the possibility or likelihood of the same.

(h.3) In addition, the Supplier shall not be liable for any damage, to the Purchaser and its Affiliates caused by the Goods ordered by the Purchaser after such Goods have been delivered and whilst in the possession of the Purchaser.

(h.4) The Supplier is only responsible for direct damage caused by a fault in the services provided by the Supplier, within the double limit of the loss effectively suffered by the Purchaser due to this fault and the amount of the relevant Purchase Order but in any case, not exceeding U.S. dollars 2.000.000,00 in aggregate.

## **i) Intellectual Property**

(i.1) The Purchaser acknowledges that the manufacturer of the Goods is the possible owner of all intellectual property rights relating to the Goods and that the Purchaser has no claim to raise neither on the Goods nor on the intellectual property rights.

(i.2) The Supplier does not warrant the validity of the intellectual property rights, in particular in the event of oppositions or legal action (civil or administrative) by third parties.

(i.3) The purchase of the Goods ordered from the Supplier does not confer any intellectual property rights on the Purchaser and obliges the Purchaser to respect the intellectual property rights held by the manufacturer of the Goods. In consideration of which, the Purchaser is guaranteed against any breach of quiet possession due to a third-party claim affecting any intellectual property right and with the consequence of a restriction or prohibition of use of the Goods supplied.

## **j) Confidentiality**

(j.1) The Parties undertake to keep strictly confidential any information concerning each of them, whatever it may be and of which they become aware during their commercial relationship, whether relating to the Purchase Order, their commercial policy, their mutual business activities, their strategy or their pricing.

(j.2) They undertake to take every measure required with their staff and consultants to maintain this confidentiality.

## **k) Assignment**

(k.1) Neither Party may assign or transfer its rights or benefits and/or obligations under these Terms and Conditions or any agreement to any third party without the prior written consent of the other party, provided that the Supplier may assign its rights and benefits under these Terms and Conditions or any agreement to any of its Affiliates and in the event of such assignment, the duties and obligations of the Supplier under any agreement may be performed by its assignee in lieu of the Supplier.

## **l) Force Majeure**

(l.1) Neither party nor any of its Affiliates, agents and licensors shall be liable for damages resulting from 'force majeure', riot, acts of war, epidemics, pandemics, natural disasters, or other events over which they have no control (including,

without limitation, strikes, lock-outs, traffic disruptions, orders by governmental authorities) or (provided that the relevant party has implemented and maintained business continuity and disaster recovery systems in accordance with good industry practise) as a consequence of technical problems, for which such party is not at fault.

(l.2) Should the force majeure event last for more than eight (8) consecutive calendar days from the date on which it first occurred; the Supplier shall be entitled by written notice to the Purchaser to terminate a Purchase Order. Such termination shall be without prejudice to the Purchaser's obligations to pay the order value payable.

### **m) Entire Agreement**

(m.1) These Terms and Conditions and the Purchase Order represent the entire understanding and constitute the whole agreement, in relation to the subject matter and supersedes and replaces any prior agreement including negotiations, representations, arrangements, commitments and writing in respect thereof.

(m.2) Any document other than the Terms and Conditions or the Purchase Order, such as catalogues, prospectuses, advertisings, notices, leaflets shall be solely for information, are of indicative nature and non-contractual.

(m.3) These Terms and Conditions form an integral part of any business transaction.

### **n) Waiver**

(n.1) The failure of either Party to insist upon a strict performance of any of the Terms and Conditions or provisions of these Terms and Conditions or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment in the future of such term, provision, option, right or remedy. No waiver by either Party of any term or provision thereof shall be deemed to have been made unless expressed in writing and signed by an authorized representative of such Party.

### **o) Contracts (Rights of Third Parties) Act**

(o.1) A person who is not a party has no right under the applicable law to enforce any term of their Terms and Conditions or any agreement, save that any of the Supplier's Affiliates may enforce and rely on the provisions of Clause (h.1) and (k.1) to the same extent as if it were a Party.

(o.2) These Terms and Conditions are generally governed by the principle of "pacta tertiis nec nocent nec prosunt" [agreements do not harm or benefit third parties] i.e., a contract generally does not create rights or obligations for individuals who are not direct parties to the contract.

## **p) Variation**

(p.1) The Supplier reserves the right to amend these Terms and Conditions from time to time provided it gives the Purchaser one-month prior notice.

## **q) Governing Law and Jurisdiction**

(q.1) These Terms and Conditions and each agreement thereof shall be governed by and construed in accordance with the laws of the country the Supplier's engaged Party and/or Affiliates is located.

### **FLS Solutions (Thailand) Co., Ltd.**

5/F Eakpailin Tower, Moo 5, 1146 Srinakarin Road  
T. North-Samrong, Samut Prakan 10270, Thailand

### **Neon Orient (Oceania) Pty. Ltd.**

Suite 39/650 George Street, Sydney NSW 2000, Australia  
PO Box 20333, World Square NSW 2002

### **Neon Orient Jakarta**

Jl. Merah Delima II / 16 Cawang Kavling, Jakarta Timur 13340, Indonesia

### **Neon Orient (Shanghai) Co.,Ltd.**

Room 516-518, No. 583 Lingling Rd. (Offshore Oil Mansion) Shanghai 200030,  
P.R.China

### **Neon Orient Asia-Pacific Limited**

Room 2102-3 China Insurance Group Building 141 Des Voeux Road, Central Hong  
Kong

### **Neon Orient (Nordic) as.**

Solbråtanveien 14D, 1410 Kolbotn, Norway

(q.2) In case of conflict and arbitration the Court of Arbitration of the Singapore International Arbitration Centre (SIAC) shall be used.

**LET US BRIGHTEN UP  
YOUR TRADING PLAN.**



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