

General terms and conditions

ROX Asia Consultancy Ltd – henceforth referred to as ROX – is a Hong Kong-registered company with business certificate No. 22102989-000-11-98-3.

ROX is a consulting and service company which has specialised in the printing and packaging industry. It is free and independent of third-party interests, and is only accountable to the interests of its clients.

One of the business principles of ROX is that only those orders are accepted for which the necessary personnel with the relevant experience and expertise can be provided to complete the order in accordance with its aims.

Offers and execution of orders are carried out according to the best knowledge and belief of ROX personnel. ROX guarantees the reliable execution of the project in observance of the duty of care.

Only those solutions will be provided that comply in the best possible way with the latest scientific and technical developments, with the specific developmental status of the industry, and with the individual requirements of the client.

The basis for cost estimates for all offers is US\$. To make currency exchange for European clients easier, offers may also be made in Euro, based on the daily exchange rate. In accordance with the local regulations in Hong Kong, all projects and services will be charged without VAT.

All remuneration for consulting projects will be charged at a rate of 50% upon placement of an order and 50% upon completion of the project in accordance with the step-by-step plan presented in the offer. Commencement of the project – unless otherwise agreed – is immediately after payment into an account of the stipulated advance payment. All business accounts of ROX are in Hong Kong only.

If not agreed upon both parties otherwise, all travel costs and additional expenses are charged retrospectively on a monthly basis according to real expenditure.

Travel costs and expenses are charged on the following basis:

- international flights: economy class; within China: business class
- train travel: first class; taxi according to expenditure
- accommodation according to expenditure on the basis of international standard 4-star hotels depending on availability and location
- per-diem charges for travel outside Hong Kong of US\$ 100,- per person per day.

All travel times are working times and subject to honorary fees.

Any additional costs or costs for outside services arising as part of the project, as well as the use of special work materials that exceed normal limits but that are necessary for the fulfilment of the project aims are charged to the client separately according to expenditure after previous arrangement with the client.

For trading jobs a deposit of 30-50% of the total order volume must be paid after order confirmation. Once the money has been deposited on ROX business accounts the production starts. The balance must be paid after quality control executed by ROX before delivery (documents against payment). It is also possible to open a letter-of-credit.

All trading offers are based on F.O.B Hong Kong or China terms. It may be possible to offer CIF or even CNF, but transport charges will always be invoiced separately according to current charges. ROX has no influence on the actual import duty of goods. There may be discrepancies between the HC Code as mentioned in the ROX offers and the judgement of the customs officer.

It is guaranteed that all client-specific data material, confidential information and internal documentation of the client are subject to strict secrecy and are not to be made known or accessible to a third party without the consent of the client. This agreement on the duty of secrecy also applies beyond the completion of the project.

ROX undertakes to inform the client immediately, or suggest a change to the project or even the abandonment of the project if it should become clear during the project that it cannot be completed according to its aims or if the objective of the order cannot be attained within the agreed general framework. The contents of the project can then be corrected or the project may even be terminated after mutual consultation. Services performed by ROX are charged according to real expenditure until the termination of the contractual relationship.

The client has the right in accordance with this agreement to terminate consultation projects after the completion of previously agreed stages, or only to commission part phases.

In the event of discrepancies between the project results anticipated by the client and those provided by ROX, the client is not freed from his duty of payment in accordance with the agreements stipulated in the offer.

The exact specifications and requirements of each project are to be fixed in writing in an offer. Placement of the order must take place in written form. All alterations to the agreements must be made in writing.

The fulfilment of the performance is seen as agreed upon as soon as the results of the project have been demonstrated in a presentation and previously agreed documentation of the project has been handed over to the client. This may take place in stages.

All offers are subject to change without notice until placement or confirmation of the order.

After payment of all performed services in accordance with the agreements concerning remuneration and contents of the project, the client receives free disposition over and all rights to the contents and results of the project. Agreements on exclusive rights of use must be made separately according to the type and contents of the project

The place of jurisdiction is Germany or Hong Kong.

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