



General

Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of Mega Step (HK) Ltd. or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

Any person, firm or company or otherwise, who wishes to obtain the services of Company, in the absence of a different written arrangement between themselves and Company, shall accept these terms and conditions of service before any such service can be extended to them by Company.

Services

Unless otherwise agreed by Company in writing, no person other than the contracting party is entitled to give instructions to Company regarding scope of the services, methods and procedure of services to be provided or mode of delivery of such services and/or any proceedings, Reports of findings. Company will take reasonable care and skill in providing any services and will be done in accordance with the instructions of Client as confirmed by Company. In the absence of such instructions, all services will be provided as per the terms of any standards and specifications of Company and / or relevant trade, custom, usage or practice and/or such other methods Company may consider appropriate on technical, operational and/or financial grounds.

Company reserves absolute discretion as the appointment of inspectors and personals for providing the services. The contracting party hereby agree that under no circumstances they shall directly contact any inspectors, technicians, advisors or consultants appointed by Company for the purpose of any service provided by Company or otherwise without prior written consent from Company. The reports, finding or any advice given by Company on the basis of an inspection or testing based on any sampling are only opinion of Company and do not give any conclusive opinion about the entire lot from which the sample is taken. Further the findings, opinions or reports given on the basis of the clients instructions reflect the professional opinion of Company with respect to the matter at the time of the inspection and within the limits of the instructions given by the client or, are based on any technical standards, custom, practice or otherwise which should be taken into account according to our professional opinion.

In cases of Company is asked to witness any test or process, it is hereby agreed that the responsibility of Company will be limited to be present at the time when such test or process is conducted and to forward any results or confirm that such a test or process took place. It is also agreed that, although Company may take reasonable care to check the documents pertaining to and the condition or calibration of the apparatus and instruments used, Company shall not be responsible for condition or calibration of the apparatus and instruments used, the analysis methods applied, qualification, competence, action or omissions of any third party or the result of such testing, analysis or process.

Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

Company may delegate, all or part of the services to any agent, subcontractor, partner or otherwise. Client agrees to disclose all information that might be necessary for the proper and impartial conduct of the service requested by the client and authorizes Company that such information, to the extent that's necessary may be passed on by Company to its employees, Inspectors, Technicians, advisors or consultants as the case may be.

It is agreed that, by the fact that Company is providing the services to its client, will not release the client from any of its obligations, nor assumes, abridges, abrogates or undertake to discharge it's duties to any third party or that of any third party to the Client.

Unless otherwise agreed in writing by Company, all reports, opinions, advices etc will be transmit-

ted to the client by electronic means. Original documents if any required by the client will be send by ordinary post. However if required by the client, such documents may be send by courier or speed post at their cost.

Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

Obligations of Client

To ensure that all relevant information required for the proper, impartial, and fair conduct of the service is provided to Company not later than 48 hours prior the desired service. Ensure that Company gets all necessary access to the premises where the services are to be provided or performed and to make sure that there will be no hindrance what so ever for the proper conduct of the inspection, test or other.

Supply, if required, any special equipment and personnel necessary for the service.

Ensure safety and security of the personals during performance of the service and inform Company in advance any hazards, dangers actual or potential associated with any working conditions samples including the chances of exposure of the personals for any explosion, radiation, poison, toxic or noxious elements or materials.

Advise Company of the date on which the Services are to commence, or to be resumed, and also of essential dates affecting the item(s) for which Services are being rendered.

Fees and Payment

Unless otherwise agreed invoices for Services performed by Company are payable immediately upon receipt, each party bearing its own bank charges. Late payment will incur an interest charge at 1.5% per month, or fraction thereof.

Client shall not be entitled to retain or defer payment of any sums due to Company on account of any dispute, counter claim or set off which it may allege against the Company. Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

Company accept cancellation until 3 pm (Hong Kong Time) the day before the confirmed Inspection date, and all Services after that date/time booked will be charged in full to the client.

In the event any unforeseen problems or expenses arise in the course of carrying out the services (example: wrong information given by factory or client, goods are not ready) Company shall endeavor to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

If the Company is unable to perform all or part of the services on the desired date for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided , the man-day will be considered spent and Company will charge full fee to Client.

In the event of Company being prevented by reason of any cause whatsoever outside Company control from performing or completing any service for which an order has been given or agreement made, Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

Liability and indemnification

The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

The liability of the Company in respect of any claim for loss, damage or expense of any nature and

howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service for which the claim is made.

The Company shall have no liability for any indirect or consequential loss (including loss of profits). In the event of any claim, Client must give written notice to the Company within seven days of discovery of the facts or three months from the completion of the Service alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense.

Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

Miscellaneous

If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Report will reflect findings of the Service at the time and place of Service. This Report does not discharge sellers and suppliers from their legal and/or commercial obligations towards the client. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

Applicable and Governing law, Jurisdiction and settlement of dispute Unless otherwise provided, these terms and conditions shall be governed by and construed in accordance with Hong Kong SAR Law.

All disputes or differences of any kind whatsoever between the parties in connection with or arising out of the services shall be submitted to the non exclusive jurisdiction of the courts of Hong Kong SAR.

Language

These terms and conditions have been drafted in English. In case of discrepancy, the English version shall be controlling for all purposes.

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