



## TERMS AND CONDITIONS

### Acceptance of terms

Welcome to surfing BARVAN INTERNATIONAL LIMITED ([www.barvan-int.com](http://www.barvan-int.com)) BARVAN INTERNATIONAL LIMITED. ("we" "us" "the company") website(s) (our "Site" or "Sites") and related services are made available to you pursuant to the following Terms of Use & Service and any other rules posted on our Sites (collectively, the "T&C").

Please read the following terms of use of this Website ("these Terms of Use") carefully. Your use of this Website means that you have accepted these Terms of Use. If you are unwilling to be bound by these Terms of Use, please do not use this Website. After you have completed the order form and press the confirmation button, it indicates that you have read and understood these Terms of Use and agreed to be bound by them. BARVAN INTERNATIONAL LIMITED reserves the right to change or modify the contents of this Website at any time and has the right to unilaterally change these Terms of Use without notification. You should regularly visit this Website to find out whether these Terms of Use that are binding on you have been revised, as your continued use of this Website indicates your acceptance of any change to these Terms of Use. "You", "your", "users" and "members" refer to any person and/or entity that accesses this Website for any reason. Where there is any conflict between the English and the Chinese version of the T&Cs, the former shall prevail.

### 1. Eligibility to Purchase

We accept the order from worldwide. In order to make purchases through the Site, you will be requested to register and provide your personal details. In particular, Customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

Should any of your registration information change, please notify us immediately at the following e-mail address [info@barvan-int.com](mailto:info@barvan-int.com). You may also want to view our Privacy Policy. We may change registration requirements from time to time.

### 2. Sales and Purchases

1. Subject to the T&Cs, we shall sell and you shall purchase, the goods ("Goods") in accordance with the order you placed through the Website ("Order").
2. We shall sell and deliver the Goods to end user customers only. You agree and warrant that the purpose of the purchase hereunder is for your personal use as an end user, and not for resale of the Goods (or any part or component thereof) to any third party or otherwise whatsoever. We reserve the right to decline your Orders if we have reasonable grounds to believe that the purchase of the Goods is not for your personal use as an end user.

3. Should your offer being unaccepted due to internet or computer system problem or reasons not attributable to the Company, the Company should not be held liable to any loss incurred.
4. The Company shall make every effort to ensure that prices, details and sizes of products on this website are up to date. Prices are subject to change without prior notice and all orders are subject to Company's acceptance at its sole discretion and stock availability.
5. The prices charged are those applicable on the day you order.
6. Please note that items in your shopping basket are not reserved and may be purchased by other customers.
7. Once an order is place for any available items, no changes can be made to that order. Orders placed separately will be delivered separately. Order cancelation is not accepted.
8. BARVAN INTERNATIONAL LIMITED reserves the right to delay shipment if the order is not able to be shipped for reasons beyond control and also the right to decline an order in the event that the order does not receive express verification or approval from the customer's bank.
9. All orders are subject to confirmation of final availability and BARVAN INTERNATIONAL LIMITED reserves the right to reject the order in the event that any of the products or services requested is unavailable. In the event that we are unable to fulfil any of the products or services in your order, we will notify you by phone or email before delivery.
10. BARVAN INTERNATIONAL LIMITED reserves the right to adjust the on-line bill and such adjustments will be marked on the final bill presented to the Customer at the time of delivery.
11. The Company has the right to cancel your order for any reason. The Company shall not be held liable in any respect for cancelling your order. Any amount paid by you for the cancelled order will be refunded to you in due course (All payment herein refer to the Hong Kong Dollars).

### **3. Acceptance of order**

1. You may place an Order by filling in the electronic order form available on the Website ("Order Form"). Once an order number is assigned to you after your completion of the Order Form, you are deemed to have confirmed your Order and shall thenceforth, to the fullest extent permitted by the applicable law, neither cancel nor vary the Order howsoever.
2. Information contained on the Website constitutes an invitation to treat only, which shall not be regarded as an offer by us to supply any goods.
3. Your placing of the Order shall constitute an offer from you to us to purchase the Goods which shall form the subject of the Order. We shall have sole and absolute discretion to accept or decline the Order without ascribing any reason in respect thereof. We do not guarantee that the goods shown on the Website will be available for sale to you at all times.
4. In the event that we accept your Order, we shall notify you of our acceptance by way of a written confirmation ("Confirmation") sent to your designated electronic mail address. The quantity, description and specification (if any) of the Goods set out in the Confirmation shall be final and conclusive evidence of the same. A legally binding contract for the sale of the Goods between you and us shall not be formed unless and until such Confirmation has been issued by us. The Legal Notice, the T&Cs together with the Order and the Confirmation shall constitute the entire agreement and understanding between you and us in relation to the subject matter hereof ("Contract") and shall supersede and cancel in all respects all previous correspondence, understandings and agreements, if any, between us in respect of the same.

5. You shall be responsible for ensuring the accuracy of all information provided in connection with your Order, including without limitation, the delivery address and your contact details. We shall not be liable for any failure or delay or otherwise in discharging our obligations and / or performing our duties under the Contract if such default is in any way due to the incomplete and / or inaccurate information provided by you in respect of the Order.
6. We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold; removing, screening or editing any materials or content on the Site; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

#### **4. Payment Terms**

1. Unless specified by us otherwise, all prices quoted on the Website are in Hong Kong dollars and are subject to adjustment at our absolute discretion at any time and from time to time without prior notice to you.
2. The purchase price of the Goods ("Price") shall be the price specified in the Confirmation. Notwithstanding the foregoing, we reserve the sole and absolute right to adjust the Price to reflect any change in the cost of the Goods due to any unforeseen circumstances and / or factors beyond our reasonable control, including without limitation, any foreign exchange fluctuation, currency regulation, change in tax duties / levies, increase in the costs of labour and materials or other costs of manufacture, change in delivery schedule at your request, or belated instructions or failure to supply us with requisite information or instructions on your part.
3. We take all reasonable care to make our Site secure. All credit card transactions on this site are processed using PayPal, a secure online payment gateway that encrypts your card details in a secure host environment. These details will be fully encrypted and only used to process card transactions which you have initiated.
4. Furthermore, we will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.
5. We shall not be liable for any loss or damage arising directly or indirectly from:
  1. your failure or omission to protect your personal data from being seen by other persons or otherwise obtained by other persons during the course of effecting the payment online;
  2. any of your omission to provide accurate information in the course of the online payment process; or
  3. other reasons in connection with the specified mode of payment.

#### **5. Delivery**

1. We provide Hong Kong local delivery service to the Delivery Zone (except Lantau, Ma Wan and outlying islands in Hong Kong).
2. In the event that the total price of the Order is HK\$2,000 or more and the Delivery Address is within Hong Kong Delivery Zone, we will waive on the delivery charges. In the event that the total price of the Order is less than HK\$2,000 and the Delivery Address is within the Delivery Zone, we will deliver the Goods to you and the shipping cost would be paid by Customer.
3. We reserve the right to choose any delivery service company.

4. For the avoidance of doubt, the amount of delivery charge paid to us (if any) shall not be offset against the cost of installation or other services payable by you (if applicable).
5. We reserve the right to revise any terms of the delivery service (including but not limited to the Delivery Zone and the delivery charge) from time to time without prior notice. All delivery charges paid are non-transferrable, non-refundable and non-exchangeable for cash or goods once the Order is confirmed.
6. We will endeavor to deliver the Goods within 5 Working Days after the date of the Confirmation. Notwithstanding the foregoing, time of delivery of the Goods shall not be of the essence in the Contract and are only our best estimate. We reserve the right to change the Delivery Date from time to time upon service of reasonable prior notice to you, whereupon you shall accept delivery of the Goods on such revised Delivery Date as we may advise. Under no circumstances shall we be liable to you for any delay (howsoever caused) in respect of the delivery of the Goods (whether or not the same has been notified to you). For the purpose of this Clause 5.6, "Working Day" shall mean a day which is not a Saturday or Sunday or a bank or public holiday in Hong Kong.
7. You shall take delivery of the Goods on the Delivery Date or revised Delivery Date, as the case may be. In the event that you fail to take delivery of the Goods as required hereunder and without notifying us at least 48 hours prior to the Delivery Date or revised Delivery Date, we shall be entitled to, without prejudice to our other rights and remedies and at our sole and absolute discretion:
  1. store the Goods at such place as we shall determine until the date of actual delivery and claim reimbursements from you for all costs (including but not limited to storage and insurance) and expenses thereby incurred and an administration charge of HK\$200 for each subsequent delivery; or
  2. cancel your order and claim reimbursement from you for all costs and expenses thereby incurred, in which event the total price paid for the Order shall be forfeited and any unpaid balance shall become immediately due and payable by you.

## **6. Passing of Risks and Title**

1. The risks in the Goods shall pass to you immediately upon delivery of the same at the Delivery Address. Notwithstanding anything contained herein, we shall not be responsible for any damage of the Goods due to any acts, omissions or any acts beyond our reasonable control (including but not limited to fire and water).
2. Notwithstanding delivery and the passing of risk in the Goods or anything contained herein, the title to the Goods shall not pass until the total price of the Order under which it is ordered has been paid in full.

## **7. Return of Defective Goods**

1. We shall be deemed prima facie to have properly performed all obligations under the Contract, and the Goods delivered shall be deemed to be correct and of satisfactory quality, unless notice of fault and the particulars of such fault are given in writing accompanied with the return of the Goods to us within 7 days from the date of its delivery at the Delivery Address. Any claim not made as aforesaid shall be deemed to be waived and absolutely barred except where you can show to our satisfaction that it was impossible for you to comply with such time limit and that you have made the claim as soon as it becomes possible to do so.
2. In the event that a claim is lodged in accordance with Clause 7.1 and subject to satisfactory proof of fault thereof, we shall, at our sole and absolute discretion, either:
  1. replace the Goods free of charge subject to the terms herein, in particular Clauses 7.3 and 7.5; or

2. refund to you the amount paid for the Goods subject to the terms herein, in particular Clauses 7.4 and 7.5, after your return of the Goods.
3. Without prejudice to anything contained in the Contract, all costs and expenses arising from the return of the Goods under Clause 7.1 and delivery of the replacement thereof under Clause 7.2(1) (including without limitation, delivery charges, local customs, tariffs and duties) shall be borne by you entirely. If the Goods is replaced pursuant to Clause 7.2(1), you shall be required to either collect the replacement in person or reimburse us for the cost of delivering the same to you.
4. Refund of payment under Clause 7.2(2) shall be made in such manner as we shall determine at our sole and absolute discretion.
5. The Goods returned under Clause 7.1 shall be returned in its original unaltered condition and in its original packaging.
6. We shall not refund or replace any Goods that are not faulty or defective or without any error on our part.
7. Notice of claim and the return of Goods under Clause 7.1 shall be made to us through our online services.
8. We reserve our sole and absolute right and discretion to decline any claim under this Clause 7. In the event of any dispute hereunder, our determination shall be final and conclusive.

## **8. Warranty Service**

1. There is a different warranty terms concerning different products purchased online. The warranty period hereunder shall commence from the date of delivery of the Goods at the Delivery Address and shall remain valid for a certain period (as the case may be) (“Warranty Period”), which scope shall be subject to the detailed terms and conditions of warranty offered by the Warrantor.
2. The warranty under this Clause 8 shall not cover, inter alia:
  1. any consumable items / parts supplied with the Warranty Goods;
  2. any accessories not being part or component of the Warranty Goods;
  3. cosmetic damage of the Warranty Goods;
  4. damage due to acts of God, accident, misuse, abuse, negligence, unauthorized alteration / modification, improper handling or operation, improper connection to voltage supply, repair or attempted repair of the Warranty Goods by any person not authorized by the Warrantor, or deterioration due to normal wear and tear; or
  5. damage excluded by the Warrantor.
3. If any Warranty Goods are found to be faulty or defective during the Warranty Period, we will, subject to the relevant terms and conditions of warranty offered by the Warrantor, arrange at our option to either repair or replace such Warranty Goods at no additional costs to you, provided that you shall take the Warranty Goods to a designated service center within the Warranty Period and collect it from the same after completion of the relevant repair or replacement (as the case may be) at your own cost.
4. Notwithstanding anything contained in this Clause 8, the extent of our liability in respect of any Warranty Goods during the Warranty Period shall be limited to the extent and scope of warranty offered by the Warrantor. For the avoidance of doubt, we shall not be liable for any fault, damage or defect of any non-Warranty Goods at any time save and except only for obligations under Clauses 7 (if applicable), or be liable for any fault, damage or defect of any Warranty Goods after the expiration of the Warranty Period.

## **9. Intellectual Property rights**

Your use of the Sites and its contents grants no rights to you in relation to any copyright, designs, trademarks and any other intellectual property and material rights relating to the Content (as described in the Content section below), including all HTML and other code contained in this Site. All such Content, including third party trademarks, designs and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by BARVAN INTERNATIONAL LIMITED. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

## **10. Severability**

If any single provision or number of provisions in these Terms of Use, or any one or number of provision of these provisions and conditions when cited, in any situation, is in any respect, for any reason, judged to be invalid, illegal or unenforceable, the effectiveness, legality and enforceability of the provision or condition in any other respect, and the effectiveness, legality or enforceability of the remaining provisions of these provisions and conditions, will not be affected in any respect.

## **11. Liability**

1. The Contract sets out the full extent of our obligations and liabilities in respect of the Goods and there are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract. Any conditions and warranties, whether express or implied by statute, common law or otherwise, including warranties of merchantability or of fitness for a particular purpose, and any additional damages, compensation or indemnification, other than such conditions, warranties and liabilities as are expressly provided for in the T&Cs, are, insofar as and to the fullest extent permitted by law, expressly excluded.
2. Without prejudice to anything contained herein, our maximum aggregate liability under the Contract, whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount paid by you under the Contract.
3. We give no warranty as to the accuracy of the information contained on the Website and accept no liability arising from any inaccuracy of the information therein contained. Any typographical error, clerical or other error or omission on the Website, any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction at any time without any liability on our part.
4. BARVAN INTERNATIONAL LIMITED does not accept any liability for the contents of other websites or anything uploaded on this Website or linked to this Website, including but not limited to any fallacies, errors, omissions, infringements, libel, lies or any other material or omission that is likely to be illegal or gives rise to a claim or complaint. You will be responsible for any consequences resulting from use of this Website or its links. These websites are likely to change at any time or change periodically, so please check related materials regularly. BARVAN INTERNATIONAL LIMITED does not guarantee the following: this Website will be totally free of errors now and in the future, this Website and its server will always be free of computer viruses or other harmful function, that any shortcoming will be corrected or that this Website is timely, safe and will not be discontinued. If your use of these website material results in the need to repair or renew equipment or data, BARVAN INTERNATIONAL LIMITED accepts no liability for any resulting expenses. For any

- damage or injury, regardless of direct or indirect breach of contract, infringement, negligence or any factor (including but not limited to, accidental damage, indirect damage, loss of profit, or damage resulting from the loss of data or business termination), arising from use or inability to use the materials of these websites, or implementation failure, error, omission, discontinuation, deletion, shortcoming, delay in operation or transmission, computer virus, communication cable malfunction, interception of on-line communication, soft or hard ware problem (including but not only loss of data or compatibility problems), theft or resulting from damage or changes to the websites whether or not a result of the use of this Website or uploading or downloading of this Website's data, text, images or other materials or data, and regardless of whether BARVAN INTERNATIONAL LIMITED has been notified of the likelihood of such damage, and any third party mentioned on this Website shall not, within the legally allowed scope, bear any liability.
5. No failure or delay by us in exercising any right, power or remedy under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by us of any of your breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of that or any other provision of the same.
  6. We shall not be liable for any default of obligations or duties directly or indirectly caused by or resulted from acts of God, fire, flood, accident, riot, war, terrorist attack, government intervention, embargoes, strikes, labour disputes, equipment failures (including but not limited to internet system failure), or any other causes beyond our reasonable control.

## **12. General Terms**

1. You shall not assign or transfer any rights or obligations under the Contract to any third person without our prior written consent thereto.
2. We reserve the right to amend the T&Cs from time to time without prior notice to you. Please read the T&C and check back often. If you do not agree to any change to the T&C, then you must immediately stop using the Site. Any changes made after you have placed an order will not affect that order however, unless we are required to make the change by law.
3. If you are under 18 or considered as underage by law or do not have the ability to make a contract or are unable to bear any legal responsibility, and when using this Website gives rise to legal obligation or responsibilities, you should not provide any personal information described in these Terms of Use and will not be allowed to use this Website. If you want to enter and browse this Website, you must seek the approval of your parent or guardian regarding the legal implications of these Terms of Use and the consequences that entail. BARVAN INTERNATIONAL LIMITED assumes that all users of this Website are of legal age. BARVAN INTERNATIONAL LIMITED is not obliged to check your age but if it is found that any user is underage, we reserve the right to take action against such user or his/her parents/guardian including cancelling your membership registration or refusing your access to this Website.
4. Product Photos are for reference only.
5. For your convenience, this website may contain links to other websites from time to time. The Company does not endorse or take responsibility for the content of those websites. The Company is not responsible for the availability of those websites and will not be liable in any way for any loss or damage which you may suffer by using those websites.
6. The provisions contained in each clause of the T&Cs shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were

deleted, or if the amount or duration (if applicable) mentioned in the provision was reduced or shortened, the provision in question shall apply with such modification, reduction or shortening as may be necessary to make it valid.

7. The T&Cs as set out herein and any dispute or matter arising from the Contract shall be governed by and construed in accordance with the laws of Hong Kong. Both you and we shall submit to the non-exclusive jurisdiction of the Hong Kong courts.