

TERMS AND CONDITIONS

1. Applicability

1.1 Acceptance

Any purchase of products by Buyer ("Order") shall be governed solely by these Terms and Conditions of Sale ("Conditions of Sale") and any other written provisions mutually agreed upon. Leading Edge Service Company Limited ("LESCL") does not accept, and hereby expressly objects to and rejects, any terms contained in any purchase order or other document issued by Buyer that are different from, conflict with, modify and/or add to these Conditions of Sale.

1.2 Entire Understanding

Except for (i) any payment terms agreements signed by LESCL per Section 5, and/or (ii) any addendum or separate agreement signed by an authorized representative of Buyer and LESCL that specifically amends or overrides these Conditions of Sale, these Conditions of Sale shall constitute the entire understanding and agreement between Buyer and LESCL.

2. Delivery

2.1 Date

Any delivery date stated in any document (including an Order) is approximate only and shall not constitute any guarantee of delivery on any particular date.

2.2 Freight

Transportation charges shall be pre-paid and Buyer shall reimburse LESCL upon receipt of an invoice for such charges.

2.3 Title; Risk of Loss

Title and risk of loss shall pass to Buyer upon delivery of the products by LESCL to the carrier, unless as otherwise agreed upon in writing by LESCL.

3. Price and Payment

Product shall be sold to Buyer at the prices quoted to Buyer upon acceptance of each Order. LESCL reserves the right to change the prices for products from time to time. Unless other payment terms are previously agreed in writing by LESCL, Buyer shall make full payment with Net 30 Days payment terms or in advance for all products ordered. In the event Buyer does not make timely payments, LESCL may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate an Order for default; (2) repossess the goods for which payment has not been made; (3) withhold future shipments under an Order until delinquent payments are made; (4) deliver future shipments under an Order on a cash with order or cash in advance basis even after the delinquency is cured; (5) charge interest on the delinquency at a rate of 2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges, or inventory carrying charges; or (6) recover all costs of collection including reasonable attorney's fees; and (7) at LESCL's option, combine any of the above rights and remedies as provided by law.

4. Creditworthiness

LESCL reserves the right to perform a review of Buyer's creditworthiness either before or after an Order is received. LESCL shall not be obligated to accept or honor an Order if Buyer's creditworthiness is deemed unsatisfactory to LESCL, in LESCL's sole discretion. LESCL reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved.

5. Taxes

Buyer shall be responsible for, and shall pay, any taxes (sales, excise, use, etc.) and any export or import dues that may be applicable to the sale and/or delivery of the products. Accordingly, LESCL reserves the right to revise its price after the execution of an Order between the parties to include any and all taxes or duties that may become due hereunder and LESCL may invoice Buyer for said additional amount. This clause shall survive the acceptance and complete performance of an Order by the parties herein.

6. Force Majeure

Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation (other than an obligation to make payments for goods delivered in accordance with the Order) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes and other labor disputes, embargoes, export control laws, delays in

transportation and inability to obtain labor, supplies or manufacturing facilities, including material shortages or delays in deliveries to LESCL by its suppliers. In the event that any force majeure event shall prevent LESCL from being able to supply products to all its customers, LESCL shall be entitled to allocate its available supply of products among its customers in such proportions as LESCL, in its sole discretion, shall deem appropriate.

7. Warranties

LESCL products purchased by Buyer shall be subject to the applicable warranty terms and exclusions in effect at the time of shipment.

8. Limitation of Liability

LESCL's total liability on any claim for loss or damage arising out of, connected with, or resulting from an Order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product or services rendered covered by or furnished under an Order shall in no case exceed the price allocable to the product that gives rise to the claim, except as provided in the paragraph entitled "Patent Infringement." IN NO EVENT SHALL LESCL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS OR SALES. This limitation of liability does not apply to gross negligence, intentional or reckless acts, or violations of statutorily imposed duties on the part of LESCL.

9. Export

Buyer shall be responsible for compliance with all export control laws and regulations of the Hong Kong Government (including the Export Administration Regulations and the International Traffic in Arms Regulations), and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services and technical data delivered under an Order. LESCL shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of any of the following Hong Kong Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of H.K. export laws and regulations, after the date of an Order, that limits or has a material adverse effect on the cost of LESCL's performance of an Order. Buyer is and has been, in compliance with all laws administered by any other governmental entity imposing economic sanctions and trade embargoes against designated countries ("Embargoed Countries"), entities and persons (collectively, "Embargoed Targets). Without limiting the generality of the foregoing, the Buyer shall not (a) directly or indirectly export, re-export, tranship or otherwise deliver the Products purchased hereunder or any portion of the Products to an Embargoed Target or a party owned 50% or more by an Embargoed Target or (b) broker, finance, cause or otherwise facilitate any transaction in violation of any Economic Sanctions Law. Buyer shall pay its financial obligations to LESCL with funds that are not blocked, frozen, or tainted by passing through a blocked or frozen financial institution.

10. Waiver

Failure by LESCL to assert all or any of its rights upon any breach of an Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. Such waiver will arise only from an express written waiver signed by a duly authorized LESCL representative. No waiver of any right shall extend to or affect any other right LESCL may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

11. Severability

If any provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect.

12. Disputes

Except as otherwise specifically agreed in writing by Buyer and LESCL, any controversy or claim arising out of or relating to an Order placed by a Buyer incorporated in Hong Kong which is not resolved by the parties shall be adjudicated by any court of competent jurisdiction.

13. Governing Law

The purchase-sale relationship between Buyer and LESCL shall be governed by and construed in accordance with the laws of Hong Kong, without reference to the principles of conflicts of laws.