

## **STANDARD TERMS AND CONDITIONS**

### **1. DEFINITIONS**

For the purpose of these Standard Terms and Conditions (the “ST&C”),

“Fortress”, “we”, “us”, “our” shall mean Fortress Tech Distribution Ltd.;

“Customer”, “you” shall mean any person, firm, company or body which places an Order with Fortress;

“Order” means a contract for sale by the Fortress to the Customer of the products and/ or services;

“Website” means eve-tech.com.

### **2. ACCEPTANCE**

All Orders and purchases made through on this Website are subject to the “ST&C” outlined below.

By accessing and using this Website or any part of it, you acknowledge that you have read, understood and accepted the following terms and conditions. Fortress reserves the right to update the ST&C from time to time without notice to you. With regard to any breach of the provisions of the ST&C, Fortress shall have the right to seek legal and fair remedies.

### **3. PRICES AND PAYMENT TERMS**

3.1 Our Website accepts payment by Adyen.

3.2 The prices charged are those applicable at the time when the Customer makes Order. Prices are subject to change without prior notice and all Orders are subject to Fortress's acceptance at its sole discretion and stock availability.

3.3 The payment shall be made in the way and currency stated on the Website. Payment is due as stated on Fortress's invoice without offset or any deduction for withholding taxes or otherwise. Fortress reserves the right to demand immediate payment for any products and/or services that have already been dispatched.

3.4 The payment funded by an International Credit or Debit Card and may involve a currency conversion, by proceeding with your authorization of the payment you are agreeing to the currency conversion on the basis of the exchange rate which is adjusted regularly based on market conditions. Fortress is not liable for these currency conversion fluctuations.

3.5 The Customer's offer to purchase made on the Website shall be subject to the Fortress's sole discretion and may not be accepted subject to the availability of stock. A final and conclusive invoice will be presented to the Customer upon delivery.

3.6 If a product is quoted at an incorrect price due to a typographical error, or error in pricing information, Fortress reserves the right to reject or cancel any Orders placed for the product quoted at the incorrect price, even if Fortress has issued the invoices and received the purchase price. If Fortress has received purchase price but subsequently canceled the Order, Fortress will notify the customer and refund the purchase price to Customer.

3.7 eve-tech.com may from time to time set credit limits for individual customers and reserves the right to limit sales including the right to decline sales to any customers.

3.8 eve-tech.com reserves the right to change the payment terms for any Orders without prior notice.

#### **4. TITLE AND RISK OF LOSS**

All risks and liability related to the product(s) shall be transferred to the Customer upon the collection from the third-party carrier. The Fortress shall retain title in the products until full payment has been received.

#### **5. INTELLECTUAL PROPERTIES**

5.1 Certain intellectual properties belong to third parties and may not be used without prior permission. See their respective websites for more information.

5.2 This Website and any information available on it including, but not limited to, text, graphics, icons, images, software, source code and trademarks, are protected by copyright, design, trademark and other Intellectual Property Rights owned or controlled by us and/ or our licensors. You may not copy, reproduce, republish, upload, download, post, transmit, store in retrieval system, modify, alter or display in public or distribute in any way the contents or any part of this Website for any purpose without our prior written consent except that you may download materials displayed on the site for non-commercial, home personal use only as long as keep all copyright, trademark and other proprietary notices intact.

5.3 All rights, titles and interest in the Intellectual Property Rights on this Website shall remain the property of Fortress and/ or our licensors, as the case may be.

## **6. DELIVERY**

6.1 Orders are shipped within two (2) business days of payment. Orders made during promotional periods and special events, may have longer shipping times, at the discretion of Fortress. In such cases, customers will be separately informed in advance. Orders are shipped using FedEx/DHL/UPS shipping, taking typically additional 2-4 working days (based on country) to get to customer hands. Delivery fee is calculated based on the value of the order, product size and destination country.

6.2 Delivery service is not applicable to areas that cannot be reached directly by our delivery partners.

6.3 Additional delivery service fees may be applicable based on the specific conditions of each delivery. For deliveries outside of the United States, Australia, Canada, Japan and Hong Kong any additional costs such as import duties and taxes are the responsibility of customer.

6.4 In the event of impossible delivery due to force majeure we will make arrangements to deliver the goods at another time.

6.5 If the delivery is delayed, postponed or cancelled due to traffic, weather, different district or other factors, we shall not be liable for any loss or damage, no matter whether the factor which causes the delay, postponement or cancellation is within the control of the Fortress or not.

6.6 We reserve the right to charge an additional delivery fee if the recipient is not available to accept delivery at the nominated delivery time, or if the recipient is not available to accept the delivery after reasonable amount of delivery attempts.

6.7 It is the responsibility of the Customer to notify our Website immediately of any change to their delivery address.

6.8 The product(s) shall be deemed to have been delivered when either the Customer or its designated receiver of the product(s) has signed for receipt of the product. In circumstances where either the customer or its designated receiver is unable to sign for receipt, Fortress may agree to the signed receipt pursuant to an enterprise chop or other legally authorized chop including but not limited to those provided by a doorman.

6.9 We reserve the right to decline delivery of goods to any Customer at our sole discretion absolutely.

6.10 We reserve the right to use the email address you provide in your details while making Order to inform you about updates and other information regarding your Order. For this

purpose, we use either emailing tools such as Outlook, or the services of Mailchimp.

Mailchimp terms of service can be found on <https://mailchimp.com>.

## **7. RETURN, REFUND AND CANCELLATION POLICY**

7.1 It is the receiver's responsibility to check the condition of any goods received, at the time of delivery.

7.2 A customer may claim a refund or return within 14 days from the date of delivery by sending an contact request through the Website. The contact form is available on the Website. See more detailed info on our Warranty policy.

7.3 Refund/ replace is only available when valid original receipt is provided.

7.4 Order cancellations are available exclusively via contact form to the Website, no later than 48 hours from the time of purchase and before the item is shipped.

7.5 Refund will be credited into Customer's credit card account within 4 weeks upon confirmation; or deducted the refund amount of the customer's next Order. Once we approve your request and have received the product. Refund will be paid in the same currency as the original payment. Seller is not responsible for currency fluctuations.

7.6 Return requests made outside of the 14-day period will not be accepted. Upon the approval of the request for return and/or cancellation, a refund shall be arranged. We may also choose not to accept returns in the event of:

- (a) Defects or damages caused by misuse, neglect, physical damage, tampering, incorrect adjustment, normal wear and tear or incorrect installation after purchase;
- (b) Price fluctuations being the sole reason for return; or
- (c) Customised customer contracts.

7.7 In all cases, Fortress shall inspect the product and verify the fault. To qualify for a return, devices must be in "as new" condition and, with the original packaging. Accessories must be sealed in their original packaging. We reserve the right to refuse a refund if the product returned is deemed to have been damaged.

7.8 In the returns process, the Customer must ensure the following:

- (a) Do not send additional add-ons such as your cases, screen protectors etc. If such items are shipped to us by mistake, we are not able to return them.

(b) Before returning any unit for service, be sure to back up your data. You are responsible for the personal information stored in your device - please erase all personal and sensitive data on the device before sending it to us. We will not be responsible for any disclosure of data still on the returned or serviced device.

(c) During service, data stored on the device may be deleted and reformatted. We are not responsible for the loss of any software programs, data or other information contained in the product's storage. Recovery and reinstallation of third party software programs, data and information are not covered under warranty.

## **8. STANDARD WARRANTY**

8.1 Unless otherwise specified, Fortress warrants to the Customer that the Fortress branded products (excluding third party products and software), will be free from defects in material and workmanship affecting normal use for a period of one year from the date of delivery. ("Standard Warranty");

8.2 Unless otherwise specified, this Standard Warranty covers the hardware components of the product as originally supplied and does not cover, or partially covers software, consumable items, or accessories even if packaged or sold together with the product. This Standard Warranty is only redeemable within the original country or region of purchase.

8.3 This Standard Warranty only covers product defects caused by workmanship or build materials. To make a claim, present your original proof of purchase (invoice), model and serial number of the product, and photo/video evidence of the product's defects to the Fortress via contact form on our website.

8.4 This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, usage and/or storage and/or installation not in accordance with product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; any attempt by any person other than Fortress's personnel or any person authorized by Fortress, to adjust, repair or support the products and problems caused by use of parts and components not supplied by Fortress. The Standard Warranty does not cover any non-Eve branded products.

8.5 For any repair and replacement service covered by warranty, the Customer shall prepay the transport charges or take the risks of the products loss or damage during the transportation. Fortress will deliver the repaired or replaced products to the Customer with the transport charges prepaid.

8.6 Fortress may use rebuilt, reconditioned or new parts and components when repairing any product. Alternatively, we may replace the defective product entirely with a rebuilt, reconditioned or new product.

8.7 More specific warranty policy is available via the Internet on the Our Website.

## **9. LIMITATION OF LIABILITY**

By accessing and using this site you acknowledge and accept that the use of the Website is at your own risk. Fortress shall not be liable to the Customer or any other person whether in tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation, or intellectual property rights infringement) for:

(a) any direct loss;

(b) any indirect, incidental, consequential or punitive loss (including without limitation loss of revenue or profits): or

(c) the Customer's liability to any person, which is suffered or incurred by the Customer or any other person arising under or in any way out of the information or eve-tech.com's use.

## **10. FORCE MAJEURE**

Fortress shall not be liable for any delay or failure in its performance caused by or resulting from events beyond the Fortress's control, including but not limited to act of god, fire, flood, typhoon, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, equipment failures, etc.

If the occurrences mentioned above have continued for more than 30 days, Fortress shall have the right to cancel the Order.

## **11. DISCLAIMER**

Fortress is not liable for any loss or damages that may arise from using our services.

To the extent Fortress cannot lawfully disclaim any implied or statutory warranties.

This disclaimer does not affect customer's statutory rights.

## **12. THIRD PARTY WEBSITES**

Website may contain materials produced by third parties or links to other websites.

Fortress accepts no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to eve-tech.com), which are not under Fortress's direct control. Fortress reserves the right to require the removal of any link from another website to the Website which is installed without obtaining the prior written consent of Fortress.

## **13. CHANGES**

Fortress may revise these terms and conditions at any time without prior notice. If any dispute arises, Fortress's determination shall be final.

## **14. APPLICABLE LAW AND JURISDICTION**

Seller Fortress Tech Distribution Ltd is based in Hong Kong. These ST&C shall be governed by the laws of the Hong Kong Special Administrative Region, the Customer and the Fortress agree to submit to the exclusive jurisdiction of the Hong Kong courts for determining any disputes arising for or in relation to these ST&C. For greater certainty, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to the Order.

## **15. GENERAL**

If any of the above provisions should be void in whole or in part, this shall not affect the validity of the remaining provision(s) of the contract.

If we do not act in relation to a breach of these ST&C by you, this does not waive our right to take action in respect of a similar breach of the ST&C by you in the future.

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