

# **Terms & Conditions**

## **36-month Product Payment Plan**

This document aims to provide details of the terms and conditions for the financial plan offered by Quadtron Limited:

### **Terms and Conditions for Product Purchase Payment Plan**

These Terms and Conditions ("T&C") govern the purchase of stated in our quotation ("Product") from Quadtron Limited ("Supplier," "we," "us," or "our") by the customer ("Customer," "you," or "your") under a 36-month payment plan ("Payment Plan"). By entering into this Payment Plan, you agree to be bound by these T&C.

### **1. Payment Plan Overview**

**1.1 Purchase Price and Payment Schedule:** The total purchase price of the Product is the Total Amount stated in the Quotation ("Purchase Price"). You agree to pay the Purchase Price in a first initial payment, followed by 35 equal monthly instalments of the Monthly Amount stated in your quotation over a period of thirty six months, commencing on Agreed Start Date between Customer and Supplier ("Payment Term"). Payments are due on the 1st of each month.

**1.2 Payment Method:** Payments must be made via Bank Transfer/FPS/Cheque. You authorize us to charge the agreed monthly installment to your designated payment method.

**1.3 Late Payments:** If a payment is not received by the due date, a late fee of 3% of the overdue amount or HKD 400, whichever is greater will be applied. Additionally, interest will accrue on overdue amounts at a rate of 1.5% per month until paid in full, subject to compliance with applicable HKSAR laws.

**1.4 Currency:** All payments must be made in Hong Kong Dollars (HKD).

## **2. Ownership and Delivery**

**2.1 Title:** Title to the Product remains with the Supplier until the Purchase Price, including any applicable fees or interest, is paid in full.

**2.2 Delivery:** The Product will be delivered to you upon signing this agreement and receipt of the first initial payment, within the Lead Time stated in your Quotation. You are responsible for any delivery costs unless otherwise agreed.

**2.3 Risk of Loss:** Risk of loss or damage to the Product passes to you upon delivery. You are responsible for maintaining appropriate insurance for the Product during the Payment Term.

## **3. Customer Obligations**

**3.1** You agree to:

- Make all payments on time as outlined in the Payment Schedule.
- Maintain the Product in good condition and use it in accordance with the Supplier's instructions.
- Notify the Supplier immediately of any damage, loss, or issues with the Product.

**3.2** You shall not sell, transfer, lease, or otherwise dispose of the Product until the Purchase Price is paid in full.

## **4. Termination**

**4.1 Termination by Supplier:** The Supplier may terminate this Agreement immediately if:

- You fail to make any payment when due and such failure continues for 14 days after written notice.
- You breach any other material term of this Agreement.
- You become insolvent, file for bankruptcy, or are subject to similar proceedings under HKSAR law.

**4.2 Termination by Customer:** You may not terminate this Agreement early without the Supplier's written consent, except as provided in Section 4.3 (Statutory Rights). Early termination without consent will result in the consequences outlined in Section 4.4.

**4.3 Statutory Rights:** This Agreement does not affect your statutory rights under applicable HKSAR consumer protection laws, including but not limited to the **Sale of Goods Ordinance (Cap. 26)**, **Supply of Services (Implied Terms) Ordinance (Cap. 457)**.

**4.4 Consequences of Early Termination by Customer:** If you attempt to terminate this Agreement early without the Supplier's consent or breach the Agreement leading to termination by the Supplier:

- You will be liable for the full outstanding balance of the Purchase Price, including any accrued interest, late fees, or other charges ("Outstanding Amount").
- A termination penalty of Ten Percent of the remaining balance or HKD 9,000, whichever is greater will be applied to compensate the Supplier for administrative and financial losses, subject to compliance with HKSAR laws.
- The Outstanding Amount and penalty must be paid in full within 14 days of termination.
- The Supplier may repossess the Product, and you agree to return it in good condition at your expense. Any costs incurred by the Supplier in recovering the Product will be added to the Outstanding Amount.

**4.5 Non-Returnable Product:** Except as required by HKSAR law, the Product is non-returnable and non-refunded once delivered or activated. This is due to the customized nature of the product, the proprietary licensing of the cybersecurity subscriptions, and the bespoke support services provided. Any attempt to return the Product outside of statutory rights will not relieve you of your obligation to pay the full Outstanding Amount and any applicable termination penalties as outlined in Section 4.4.

## **5. Default and Remedies**

**5.1 Default:** You will be in default if you fail to make any payment when due, breach any term of this Agreement, or provide false or misleading information to the Supplier.

**5.2 Remedies:** Upon default, the Supplier may, at its discretion:

- Accelerate the Outstanding Amount, making it immediately due and payable.

- Repossess the Product without further notice, subject to compliance with HKSAR laws.
- Pursue any other remedies available under HKSAR law, including recovery of legal fees and collection costs.

## **6. Warranties and Liability**

**6.1 Product Warranty:** The Product is subject to the Supplier's standard warranty, if any, as provided at the time of purchase, and any implied warranties under the **Sale of Goods Ordinance (Cap. 26)**, where applicable. Subscriptions, swapping services and support services are provided "as is," with no additional warranties beyond those expressly stated.

**6.2 Limitation of Liability:** To the maximum extent permitted by HKSAR law, the Supplier's liability for any claims arising from this Agreement or the Product is limited to the Purchase Price paid by you. The Supplier is not liable for indirect, consequential, or incidental damages unless required by HKSAR law.

## **7. General Provisions**

**7.1 Governing Law and Jurisdiction:** This Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (HKSAR). Any disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of HKSAR.

**7.2 Entire Agreement:** This Agreement constitutes the entire agreement between you and the Supplier and supersedes all prior agreements or understandings.

**7.3 Amendments:** Any changes to this Agreement must be in writing and signed by both parties.

**7.4 Notices:** All notices must be in writing and sent to the contact details provided by each party, in accordance with HKSAR legal requirements.

### 7.5 Assignment and Transfer of Payment Payee:

- You may not assign, transfer, or delegate your rights or obligations under this Agreement, including access to subscriptions or support services, without the Supplier's prior written consent.
- The Supplier may, at its sole discretion, assign or transfer its rights to receive payments under this Agreement (including the right to receive monthly installments) to a third party (e.g., a financial institution or other entity) without your consent, provided such assignment does not materially affect your obligations or rights under this Agreement. The Supplier will notify you in writing of any such transfer, including the new payee's contact and payment details, at least 14 days prior to the effective date of the transfer.
- Any assignment or transfer by the Supplier will comply with the **Contracts (Rights of Third Parties) Ordinance (Cap. 623)**, and no third party shall have rights to enforce this Agreement except as expressly provided under HKSAR law.

**7.6 Severability:** If any provision of this Agreement is found to be invalid or unenforceable under HKSAR law, the remaining provisions will remain in full force and effect.

**8. Other Terms and Conditions:** Quadtron reserves the right to change the terms and conditions of product payment plan at any time.

### 9. Acknowledgment

By signing below or entering into this Payment Plan, you acknowledge that you have read, understood, and agree to be bound by these T&C. You confirm that all information provided to the Supplier is accurate and complete.

*Quadtron Limited*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_