

Harriman Property Management Limited
eProcurement Website Terms and Conditions of Use

Please read the terms and conditions ("Terms") set out below, which apply to your use of this website ("eProcurement Website"). Your use of this eProcurement Website signifies your acceptance of these Terms and agreement to be bound by them.

1. Definitions

In this document the following terms shall have the following meanings:

"Applicant" or **"you"** means a Supplier/Contractor.

"Approved Contractor List" means a list of Suppliers/Contractors qualified and approved by HPML to provide any goods, works and/or services that required by HPML or HPML sites.

"Closing Deadline" means the closing date and time specified by HPML for Tenderers or Applicants to submit their Submissions to HPML in respect of a relevant invitation.

"HPML", "we", "us" or "our" means Harriman Property Management Limited.

"HPML Sites" means the property estates managed under HPML or Harriman Management Services Limited.

"Intellectual Property Rights" means all trademarks, trade and business names, patents, copyright (including copyright in a computer program), database rights, design rights, registered designs, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable and all applications for registration of any of the foregoing rights.

"Invitation", "Tender Invitation" or "Invitation to Tender" means an invitation to quote/tender, and any schedules or attachments thereto issued by the HPML or HPML sites inviting quote/tender submissions to be submitted by a Supplier/Contractor in accordance with the invitation to quote/tender requirements, for any goods, works and/or services that required by HPML or HPML sites, if applicable, includes any or all of the Tender Addendum.

"Loss" means losses, liabilities, judgments, awards, damages, fines, penalties, sanctions, settlements, claims, demands, actions, costs, charges, expenses and liabilities of whatsoever nature (including legal or consulting fees, and costs related to investigation, arbitration, litigation or settlement).

"Procurement Documents" means any documents issued by HPML in relation to an intended procurement and includes but not limited to, invitation to quote or tender, and any document attachments related to the invitation.

"Proposal" means the offer or quotations submitted by you/a Supplier/a Contractor in response to the invitations.

"Qualification Documents" means all or any documents (include but not limited to work licenses, business registration certificate, insurance policy, job reference, organization chart) submitted by the Applicant to HPML as the prequalification requirements in relation to be registered on the HPML's Approved Contractor List.

“Query” means a query raised by a Tenderer in relation to a request for Quotation.

“Quotation” means a quotation (with supplemental quotations if any) and any other information, materials and documents submitted by a Supplier/Contractor in response to and in accordance with invitations.

“Registered Account” means an account created in the eProcurement Website and approved by HPML to enable a user to use it and logon to the eProcurement Website for the purposes of quotation responses.

“Request for Quotation” means an invitation to quote issued by HPML inviting Quotations to be submitted by a Supplier/Contractor, in accordance with the request for quotation for any goods, works and/or services that required by HPML or HPML sites.

“Revision” means any written document issued by HPML for the purposes of modifying, supplementing or amending any part of the Invitation to Quotation.

“Submissions” means all or any of the Tender Submissions and Quotations.

“Supplier/Contractor” means a person, company, organization or entity whose main business is to sell goods or supply services which may be required by HPML or HPML sites.

“System” means the eProcurement Website and associated electronic platform provided and operated by HPML.

“Tender” means the offer submitted by a Tenderer in response to and in accordance with the terms of the relevant invitation, including schedules or attachments to that offer and any the supplemental tenders if applicable.

“Tender Addendum” means any written document issued by HPML for the purposes of modifying, supplementing or amending any part of the Invitation to Tender.

“Tender Notice” means a notice issued by HPML notifying Suppliers/Contractors that an Invitation to Tender has been issued and inviting them to download copies of the relevant Procurement Documents.

“Tender Query” means a query raised by a Supplier/Contractor in relation to a Tender Invitation.

“Tender Submissions” means all or any documents submitted by a Tenderer in response to invitation to tender including but not limited to any information and documents submitted by the Tenderer.

“Tenderer” means a Supplier/Contractor that has submitted a Tender Submission or Quotation.

“Terms” means these Terms and Conditions for use of the eProcurement Website.

“user”, “you” or “your” means the user of the eProcurement Website which includes any person, company, organization or entity whose employee, representative, director or agent is using the eProcurement Website on its behalf.

“Website Content” means any data, Procurement documents, Tender notice or information in any file format made available by HPML through the eProcurement Website.

2. General

- 2.1. You agree to use the eProcurement Website only for procurement purposes that are permitted by these Terms and the Privacy Policy and not use the eProcurement Website that is unlawful and/or breaches any applicable laws, regulations, codes, guidelines or orders or contravenes or infringes upon any of our rights or any third parties' rights.
- 2.2. You agree to safe keep the password you use for accessing to the eProcurement Website. You should protect the password from unauthorized access by third parties (e.g. by means of anti-virus program) and handle the login credentials with all due care and keep them confidential. You shall notify us immediately in writing upon becoming aware of any unauthorized use of your password or access to the eProcurement Website.
- 2.3. You shall only use the eProcurement Website, your registered account, and may only download and copy the Website Content, solely and exclusively as needed for eProcurement purposes and will not engage in any activity that interferes with or disrupts the eProcurement website or any of our computer system or networks.
- 2.4. You, and your employees, sub-contractors or representatives shall not take any action or allow any parties to gain unauthorized access to the eProcurement Website or any of our computer systems or networks.
- 2.5. You shall ensure that you have the appropriate hardware, equipment and software that enable you to use the eProcurement Website and/or to view or download any or all of the content through the eProcurement Website.
- 2.6. You shall not use the eProcurement website, your registered account or any content in the eProcurement website to:
 - 2.6.1. post, send, communicate, transmit, knowingly receive, upload or download any material that is (or engage in any behavior that is or encourages any) harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene, unlawful, fraudulent, misleading, causes annoyance, or are intended to deceive, or are otherwise objectionable or unreasonable; or
 - 2.6.2. post, communicate or transmit any advertisements or other unsolicited commercial communications or engage in spamming.
- 2.7. You shall not commit fraud or otherwise impersonate any person or falsely state or misrepresent yourself as being or being affiliated with another person.
- 2.8. You acknowledge and agree that during the access or downloading of any Procurement information through the eProcurement Website, the system may fail, delay or not respond, malfunction, contain viruses or errors. No guarantee or warranty is provided by us to avoid, prevent or rectify such circumstances. In the event of such circumstances, you shall contact HPML for advice or alternative solution if any. HPML shall in no way be responsible or liable to you for any losses, damages, costs or expenses incurred or suffered by you as a result of any delay, failure, interruption, breakdown, viruses, malfunctions, errors, defects or defaults in the transmission or downloading of any of the content in the eProcurement Website.
- 2.9. You are solely responsible, and HPML has no responsibility to you or to any third party, for any activities that occurred under your registered account and for any breach of your obligations under these Terms, and for the consequences of any such breach.
- 2.10. You acknowledge and agree HPML owns all legal rights, including the Intellectual Property Rights and the eProcurement Website content and has the right to monitor and record your access to and use of the eProcurement Website, your registered account and the content in the

eProcurement Website. You shall not modify, copy, distribute or sell the eProcurement Website content and not in any way infringe such rights for any purpose.

3. Purpose

This eProcurement Website has been provided by HPML for the purposes of enabling Suppliers/Contractors to maintain company information online and perform electronic submissions to respond to tender invitations or provide quotations as requested by HPML from time to time for HPML sites.

4. Terms

- 4.1. The use of the eProcurement Website shall be governed solely by these Terms and Conditions of Use. The registration of Suppliers/Contractors shall be deemed to constitute acceptance of the application of these Terms, and the Suppliers/Contractors agree to be bound by and accept these Terms.
- 4.2. You agree to use the eProcurement Website only for procurement purposes that are permitted by these Terms and the Privacy Policy.
- 4.3. HPML may, at its sole discretion and at any time, without notice or any liability to you, add to, amend or remove any eProcurement Website Content (including these Terms), or modify, suspend or terminate the service of eProcurement Website.

5. Registration notice

- 5.1. In order to utilize the eProcurement Website, the Applicant shall register as HPML Approved Contractor on its own and complete the application and registration process as provided in the eProcurement Website.
- 5.2. The Applicant must provide the information required by the registration process in the eProcurement Website and shall guarantee the validity, accuracy and completeness of all data, as well as to upload the latest required qualification documents (including, but not limited to licenses and certificates). After registration, applicants shall guarantee to update and maintain the validity, accuracy and completeness of applicant's profile, data and documents in the website.
- 5.3. You acknowledge and agree that you must be a qualified registered Supplier/Contractor in HPML's Approved Contractor List in order to receive the invitations from HPML. You must use your own registered account to access to the eProcurement Website to view the website content and respond to the invitations.
- 5.4. HPML reserves the right to decide and approve the registration of the Applicant as the HPML Approved Contractor. HPML also reserves the right, after receiving the Applicant's registration request, to request further information from the Applicant or supplement necessary information or documents. The Applicant shall provide such further information promptly and fully.
- 5.5. The Applicant shall receive email notifications about the application result in due course. HPML shall in no way be liable in the event that Applicants fail to receive any such emails from the system or HPML.

6. Requests for Quotation

- 6.1. HPML may transmit requests for quotation in a form of tender invitation to Suppliers/Contractors over the eProcurement Website. For this purpose the invited Suppliers/Contractors shall receive email notifications with basic information and thereafter login to eProcurement Website to download detailed information (if applicable) and respond to the invitation by uploading the required price information, service/production information or quotations within the specific closing deadline (if applicable).
- 6.2. HPML shall in no way be liable in the event that Suppliers/Contractors fail to receive any such emails or Tender documents update emails from HPML.

7. Electronic Submissions

- 7.1. It is your sole responsibility to ensure that your submissions are fully compliant with our terms and conditions contained in the relevant Procurement Documents.
- 7.2. To respond to invitation on the eProcurement Website, you shall input the quotation price and upload the quotation along with other supporting documents if applicable. You shall be responsible to ensure that the input price is identical to the price listed in the submitted quotation/tender document.
- 7.3. If there are any discrepancies between the input price and the price listed in the electronic submission documents on the eProcurement Website, HPML shall take the electronic submission documents as final version. You shall indemnify HPML for any loss, costs or expenses suffered by HPML as a result of such discrepancies.
- 7.4. HPML shall not accept or consider your submissions submitted via the eProcurement Website if:
 - (a) the submissions do not comply with the format requirements specified by HPML;
 - (b) the submitted electronic documents contain virus or damaged or corrupted or not accessible;
 - (c) the submissions have passed the relevant closing deadline specified by HPML; or
 - (d) is not in accordance with these Terms.
- 7.5. Suppliers/Contractors must treat the information obtained through the eProcurement Website or by HPML for quotation process strictly confidential.
- 7.6. You acknowledge and agree that any submissions that are not fully and successfully transmitted to and received by HPML by the relevant closing deadline (at designated date & time) shall be invalid. HPML has no obligation to and shall not take into consideration any submissions that are not fully and successfully transmitted to and received by HPML by the relevant specified closing deadline.
- 7.7. HPML shall not take any responsibility or liability for any of your losses, costs or expenses incurred or suffered by you as a result of any delay or failure submission or downloading any of eProcurement Website content.
- 7.8. HPML has no obligation to inform each Supplier/Contractor if the submitted quotation is not received or accepted.

- 7.9. HPML's decision about the acceptance or the rejection of the submitted quotations shall be final and conclusive and can neither be contested by the Supplier/Contractor nor may the Supplier/Contractor raise any other claim based on the request for quotation.
- 7.10. You shall be responsible for checking the eProcurement Website on regular basis to keep your company and contract information up-to-date and be aware of any revision or Tender Addendum documents sent to you via the eProcurement Website.
- 7.11. For Invitation to Tender, you may submit Tender Query using the Q&A function on the eProcurement Website. HPML has no obligation to respond to your queries. If applicable, HPML will issue a response to query via the Q&A function and you shall receive email notification from HPML. HPML shall not be liable in the event you fail to receive any such email from HPML.

8. Hardcopy Submissions

HPML may, in its sole discretion, allow or require the Suppliers/Contractors to submit information in hard copy as well as through the eProcurement Website, either by stating such requirement in the Procurement Documents or issuing a notice to you via Q&A function on the eProcurement Website.

In relation to such hardcopy submissions:

- (a) the Suppliers/Contractors shall be responsible to ensure the hard copy versions of the submissions are identical to the electronic version submitted to the eProcurement Website. The submissions via the eProcurement Website shall prevail in case of any discrepancies;
- (b) the Suppliers/Contractors shall indemnify HPML for any loss, costs or expenses suffered by HPML as a result of any discrepancies between the hard copy version and electronic version of the submissions; and
- (c) the Suppliers/Contractors shall duly sign the hard copy versions of submissions to HPML.

9. Assessment of Supplier/Contractor

HPML shall conduct Supplier/Contractor assessments regarding its service / product quality periodically. HPML reserves the rights to suspend Suppliers/Contractors without giving reasons or notices.

10. Liability

- 10.1. Nothing in this Clause 11 shall exclude or restrict any liability that may not be lawfully excluded or limited by applicable law. The liability of HPML will be limited to the maximum extent permitted by the applicable law.
- 10.2. HPML SHALL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS WHATSOEVER (INCLUDING WHETHER GENERAL, SPECIAL, INDIRECT, DIRECT, NOMINAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL), INCLUDING LOSS OF PROFIT; LOSS OF REVENUE; LOSS OF TIME; LOSS OF ANTICIPATED SAVINGS; LOSS OF OPPORTUNITY; LOSS OR CORRUPTION OF DATA; LOSS OF USE; LOSS OF BUSINESS; WASTED EXPENDITURE; LOSS OF OR DAMAGE TO PHYSICAL PROPERTY; BUSINESS INTERRUPTION; LOSS OF OR DAMAGE TO GOODWILL; OR COST OF PROCURING SUBSTITUTE SERVICES, WHICH MAY ARISE IN RELATION TO THESE TERMS, THE EPROCUREMENT WEBSITE CONTENT, THE EPROCUREMENT WEBSITE, YOUR CONTENT OR YOUR REGISTERED ACCOUNT WHETHER OR NOT HPML WERE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS.

10.3. HPML SHALL NOT BE LIABLE TO YOU FOR ANY LOSS (WHETHER SPECIAL, INDIRECT, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, OR ANY OTHER LOSS RESULTING FROM OR IN RELATION TO:

(A) YOUR USE, ACCESS OR INABILITY TO USE OR ACCESS THE EPROCUREMENT WEBSITE, EPROCUREMENT WEBSITE CONTENT, YOUR REGISTERED ACCOUNT OR THE APPLICATION AND REGISTRATION PROCESS FOR A REGISTERED ACCOUNT;

(B) THE ACCURACY, QUALITY, COMPLETENESS, CURRENTNESS, ADEQUACY, RELIABILITY OR VALIDITY OF ANY INFORMATION OR MATERIAL PROVIDED ON OR THROUGH THE EPROCUREMENT WEBSITE, YOUR REGISTERED ACCOUNT AND/OR DURING YOUR REGISTRATION AND APPLICATION PROCESS FOR A REGISTERED ACCOUNT, INCLUDING BUT NOT LIMITED TO, THE CONTENT IN THE EPROCUREMENT WEBSITE.

(C) ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EPROCUREMENT WEBSITE OR YOUR REGISTERED ACCOUNT.

(D) ANY CHANGES MADE BY HPML TO THE EPROCUREMENT WEBSITE, EPROCUREMENT WEBSITE CONTENT, YOUR REGISTERED ACCOUNT OR THE APPLICATION AND REGISTRATION PROCESS FOR A REGISTERED ACCOUNT, OR FOR ANY PERMANENT OR TEMPORARY CESSATION (IN WHOLE OR IN PART) IN THE PROVISION OF THE EPROCUREMENT WEBSITE, THE EPROCUREMENT WEBSITE CONTENT, YOUR REGISTERED ACCOUNT OR THE APPLICATION AND REGISTRATION PROCESS FOR A REGISTERED ACCOUNT;

(E) ANY DELETION OF, CORRUPTION OF OR FAILURE TO STORE ANY OF YOUR CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY YOU THROUGH THE USE OF THE EPROCUREMENT WEBSITE OR REGISTERED ACCOUNT OR DURING THE APPLICATION AND REGISTRATION PROCESS FOR A REGISTERED ACCOUNT;

(F) YOUR FAILURE (OR ANY OF YOUR EMPLOYEES, OFFICERS, MEMBERS, OWNERS, REPRESENTATIVES OR AGENTS' FAILURE) TO KEEP ANY PASSWORD, TOKEN OR ACCOUNT DETAILS REQUIRED TO ACCESS YOUR REGISTERED ACCOUNT OR THE EPROCUREMENT WEBSITE, CONFIDENTIAL AND SECURE;

(G) ANY THIRD PARTY MATERIALS ACCESSED, VIEWED, DOWNLOADED, USED, RELIED ON OR OTHERWISE OBTAINED BY YOU IN RELATION TO OR VIA THE EPROCUREMENT WEBSITE, YOUR REGISTERED ACCOUNT OR DURING THE APPLICATION AND REGISTRATION PROCESS FOR A REGISTERED ACCOUNT, OR THE EPROCUREMENT WEBSITE CONTENT;

(H) ANY STATEMENTS MADE BY, OR THE CONDUCT OF, ANY THIRD PARTY ON OR THROUGH THE EPROCUREMENT WEBSITE; OR

(I) VIOLATION OF YOUR INTELLECTUAL PROPERTY RIGHTS BY ANY THIRD PARTY.

11. Indemnity

11.1. You hereby agree to indemnify, defend and hold harmless HPML, its employees, contractors, partners, officers, directors, agents, affiliates, and licensors ("**the Indemnified Parties**") from and against all losses that may arise directly or indirectly out of or in connection with:

(a) any breach or non-compliance by you of any of these Terms or applicable policies and terms and conditions;

(b) your use of the eProcurement Website, eProcurement Website Content or your Registered Account;

(c) any violation, contravention, breach or infringement of HPML's or any third party's Intellectual Property Rights, or the unauthorized use or misappropriation of any trade secret or confidential information of HPML or any third party, caused by you, or your employees, agents or affiliates; or

(d) any breach by you of the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486) and/or any other applicable data protection laws.

11.2. You shall cooperate fully with HPML in the defence of any claim made by any third parties. HPML reserves the right to assume the exclusive defence and control of any matter or claim that is subject to indemnification by you in accordance with Clause 11.1 above. You hereby acknowledge that damages for improper use of the eProcurement Website or the content within may be irreparable, and HPML is entitled to seek equitable relief, including injunctions and preliminary injunctions, in addition to all other remedies.

12. Personal Data Privacy

You shall:

(a) fully comply with the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486) and/or any other applicable data protection laws in respect of any personal data provided by you to us;

(b) ensure (and you hereby represent and warrant) that we have the right and the required consent to use any personal data provided by you to us for the purposes of:

- (i) processing your application for a Registered Account
- (ii) managing or administering your Registered Account;
- (iii) providing you with any services related to your Registered Account or the eProcurement Website;
- (iv) processing, assessing, evaluating or communicating with you with regard to any Submissions submitted by you or any Procurement Documents or Prequalification Documents;
- (v) any site visits or briefings organized by HPML which your employees, officer, owners, members, representatives or agents may attend and, if necessary, application for permits for the above purposes;
- (vi) to communicate with you in respect of any Procurement Documents;
- (vii) to communicate with you in respect of your Registered Account or the eProcurement Website and any related services;
- (viii) the procurement process contemplated under the eProcurement; and
- (ix) any purpose directly related to any of the above.

13. Termination

13.1. We may terminate your use of and access to any part of or all of the eProcurement Website or any related services at any time, with immediate effect and without notice to you, for any reason whatsoever, including without limitation, due to:

(a) your breach of these Terms;

(b) HPML being unable to verify or authenticate any information provided by you;

(c) if HPML believes that your actions or omissions may give rise to any liability to HPML, or are otherwise objectionable, inappropriate or illegal.

13.2. Upon termination, you agree to immediately cease using or accessing the eProcurement Website or any related services (as required by HPML), and shall immediately destroy all material obtained from the eProcurement Website and any copies thereof. HPML reserves the right to request you to confirm in writing that the obligations contained in this paragraph have been complied with.

13.3. Termination of your right to use or access (in whole or in part) the eProcurement Website or any related services, shall be without prejudice to any other rights or remedies available to HPML against you.

14. Governing Law and Jurisdiction

These Terms are governed by the laws of Hong Kong, and are subject to the exclusive jurisdiction of the courts of Hong Kong.

15. Notices

All legal notices or demands to or upon you shall be effective and deemed to be in writing if transmitted to you through the use of the eProcurement Website, or otherwise delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence address, fax number or email address provided by you to us, or by posting such notice or demand on an area of the eProcurement Website that is publicly accessible, without a charge. You shall be deemed to have received any such notice, if and when:

(a) HPML is able to demonstrate that the notice has been sent to you; or

(b) immediately upon HPML posting such notice on an area of the eProcurement Website ,

whichever date is earlier.

16. Force Majeure

Under no circumstances shall HPML be liable for any delay or failure or disruption in relation to the eProcurement Website, your Registered Account or any related services, including the application and registration process for a Registered Account, or the eProcurement Website Content or Your Content resulting directly or indirectly from anything beyond our reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, labor disputes, war, riots, civil disturbances, shortages of labor or materials, fires, flood, typhoons, earthquakes, explosions, acts of God, actions or orders issued by governmental or regulatory authorities or any courts or tribunal with applicable jurisdiction, or non-performance of third parties.

17. Severability

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if

these Terms had been made without the invalid, illegal or unenforceable terms. Each clause and sub-clause herein shall be treated as a separate and independent provision, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

18. Entire Agreement

These Terms contain the entire agreement between you and HPML and replaces all previous written or oral agreements or representations relating to its content.

19. Waiver

A failure or delay by HPML to exercise any right or act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by HPML of any of its rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated therein.

20. Assignment

You may not transfer any of your rights or obligations under these Terms without the written consent of HPML. HPML may transfer its rights or obligations or both to any person or entity, including any of its affiliates, without your consent.

21. No Partnership or Agency

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you or HPML, constitute you as the agent of HPML, or authorize you to make or enter into any commitments for or on behalf of HPML.