

**Dated 24 November 2025**

**BUILD KING HOLDINGS LIMITED**

**AND**

**WAI KEE HOLDINGS LIMITED**

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**FRAMEWORK AGREEMENT**

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REED SMITH RICHARDS BUTLER  
LLP  
17th Floor, One Island East  
Taikoo Place  
18 Westlands Road  
Quarry Bay, Hong Kong

THIS FRAMEWORK AGREEMENT dated 24 November 2025 is made

BETWEEN:

- (1) Build King Holdings Limited, a company incorporated in Bermuda whose registered office is situated at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (**"Build King"**); and
- (2) Wai Kee Holdings Limited, a company incorporated in Bermuda whose registered office is situated at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (**"Wai Kee"**).

(each, a **"Party"** and collectively, the **"Parties"**)

WHEREAS:

- (A) Build King is a company incorporated in Bermuda with limited liability and having its shares listed on The Stock Exchange of Hong Kong Limited (the **"Stock Exchange"**) in the Hong Kong Special Administrative Region of the People's Republic of China (**"Hong Kong"**). Build King is an investment holding company and its group companies are principally engaged in the undertaking of construction projects in Hong Kong and the Mainland People's Republic of China and are also engaged in environmental and waste management and marine engineering.
- (B) Wai Kee is also a company incorporated in Bermuda with limited liability and having its shares listed on the Stock Exchange. Wai Kee is an investment holding company and is principally engaged in property development and investment, toll road, investment and asset management, construction, sewage treatment and steam fuel, construction materials and quarrying.
- (C) Build King entered into a framework agreement (the **"2023 Framework Agreement"**) on 30 November 2022 with Wai Kee, whereby Build King (by itself or through its subsidiaries) may purchase ready mixed concrete (**"Concrete"**) from Wai Kee (or its subsidiaries and/or "associates", as defined in the Rules Governing the Listing of Securities on the Stock Exchange (the **"Listing Rules"**)) on a repeated basis during a term of three years from 1 January 2023 to 31 December 2025.
- (D) As Build King may (by itself or through its subsidiaries) from time to time purchase additional Concrete for the three financial years ending 31 December 2028 from Wai Kee (or its subsidiaries and/or associates), Build King and Wai Kee agreed to enter into this framework agreement (the **"Framework Agreement"**) to set out the principles for conducting such transactions between Build King and Wai Kee (or their respective subsidiaries and/or associates, as the case may be) from time to time.
- (E) Wai Kee is a majority shareholder of Build King and hence a connected person of Build King under Rule 14A.07 of the Listing Rules. Thus, the transactions contemplated under this Framework Agreement constitute continuing connected transactions for Build King.

IT IS HEREBY AGREED:

1. INTERPRETATION

- (A) References to “Party” or “Parties” in this Framework Agreement include their successors or transferees, and in the case of Wai Kee, its subsidiaries and associates.
- (B) In this Framework Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- (C) The clause headings in this Framework Agreement are for convenience only and shall not affect its interpretation.

2. SALE AND PURCHASE OF CONCRETE

- (A) Build King and/or its subsidiaries may from time-to-time purchase Concrete from Wai Kee or its subsidiaries and/or associates and Wai Kee is willing to sell (or procure its subsidiaries and/or associates to sell) to Build King such Concrete, in each case subject to normal commercial terms and otherwise in accordance with the general principles set out in Clause 3.
- (B) The Parties hereby acknowledge that, subject to further compliance with the applicable requirements of the Listing Rules, the maximum aggregate value of the contract sum in respect of the sale and purchase of Concrete for the following periods shall not exceed the amounts set out below:

<b>Period</b>	<b>Total value not exceeding HK\$'000</b>
1 January 2026 - 31 December 2026	HK\$310,000
1 January 2027 - 31 December 2027	HK\$430,000
1 January 2028 - 31 December 2028	HK\$450,000

3. GENERAL PRINCIPLES

- (A) The Parties hereby agree to or have their subsidiaries (and/or associates, in the case of Wai Kee) to enter into individual agreements, contracts or orders (“**Individual Agreements**”) for each sale and purchase of Concrete during the term of this Framework Agreement, which shall contain details of transactions including but not limited to the rights, assumption and obligations of the relevant parties, fees and expenses, requirements of manufacture, payment, delivery and indemnities and which is substantially in the form attached to this Framework Agreement as Appendix A.
- (B) During the term of this Framework Agreement, terms of any Individual Agreement shall not conflict with the general principles and terms set out in this Framework Agreement. Should there be any conflict, the Parties shall discuss and agree such adjustments to the Individual Agreements so that the general principles and terms in this Framework Agreement should prevail.

- (C) The Parties hereby agree that the price, fee or any other consideration shall be determined with reference to the relevant market price (which means the price provided by independent third-party suppliers for products of the same or substantially similar kind in ordinary business and within the same territory in the market) on a fair and reasonable basis.
- (D) Each of the Parties hereby represents and warrants to comply with the terms and conditions of this Framework Agreement, without breaching:
- (i) any applicable law or regulation;
  - (ii) any constitutional document of or other legal documents which such Party legally established and which are still in effect; or
  - (iii) any agreement which otherwise binds the Party and/or its assets.
- (E) Payments shall be made by Build King (or its subsidiaries) to Wai Kee (or its subsidiaries and/or associates as the case may be) on a monthly basis within 30 days of receipt of invoice from Wai Kee (or its subsidiaries and/or associates as the case may be) by cheque, bank draft or other method of bank transfer.

4. CONDITION

This Framework Agreement shall be conditional upon approval by shareholders of Build King other than Wai Kee and its associates pursuant to the Listing Rules. Subject to the satisfaction of this condition, the obligations of Build King under this Framework Agreement shall remain effective for the period as stated in Clause 5 below (unless this Framework Agreement is terminated at an earlier date pursuant to Clause 6 below) provided all applicable Listing Rules and other applicable laws and regulations are or can be complied with by Build King at all times.

5. TERM

Subject to Clause 4 above, this Framework Agreement is for a term commencing from 1 January 2026 and ending on 31 December 2028, both dates inclusive.

6. TERMINATION

This Framework Agreement may be terminated by either Party giving no less than three months' prior written notice to the other Party. The termination of this Framework Agreement shall not affect the obligations of parties under the Individual Agreement(s) subsisting as at the date of termination.

7. NOTICES

- (A) Each notice, demand or other communication given or made under this Framework Agreement shall be in writing and delivered or sent by post or airmail or by facsimile transmission to the other Party to this Framework Agreement at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other Party):

To Build King: Units 601-605A, 6th Floor  
Tower B, Manulife Financial Centre  
223 Wai Yip Street  
Kwun Tong  
Kowloon  
Hong Kong  
Fax No: 3162 8708  
Attention: Mr. Chan Chi Ming

To Wai Kee: Unit 1103, 11th Floor  
East Ocean Centre  
98 Granville Road  
Tsimshatsui  
Kowloon  
Hong Kong  
Fax No: 2603 4814  
Attention: Ms. Anriena Chiu Wai Yee

- (B) Any notice, demand or other communication by a Party so addressed to the other Party to this Framework Agreement shall be in English and shall be deemed to have been delivered (i) if given or made by post, three (3) business days after the date of despatch; (ii) if given or made by hand, on delivery to the relevant address; and (iii) if given or made by facsimile, on receipt of confirmation on transmission.

8. MISCELLANEOUS

- (A) Wai Kee hereby undertakes that it shall (and shall procure its subsidiaries and/or associates to) give the auditors of Build King sufficient access to Wai Kee's (or its subsidiaries and/or associates) records for the purpose of allowing Build King to fulfil its obligations under the Listing Rules.
- (B) Any amendment to this Framework Agreement shall be made in writing. The Party who intends to amend shall serve a notice to the other Party. The amendment shall come into effect upon proper approvals (if any) by any authorities under any applicable rules and regulations (including but not limited to the Listing Rules). Such amendment shall, when so recorded and, if necessary, after compliance with the approvals from authorities, constitute a binding part of this Framework Agreement.
- (C) Time shall be of the essence of this Framework Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may, by agreement in writing between the Parties hereto, be substituted therefor.
- (D) Each Party to this Framework Agreement shall bear its own legal and professional fees, costs and expenses incurred in connection with this Framework Agreement.
- (E) This Framework Agreement shall be binding on and shall enure for the benefit of the

successors and assigns of the Parties hereto but shall not be capable of being assigned by any Party to this Framework Agreement without the written consent of the other Party to this Framework Agreement.

- (F) This Framework Agreement sets forth the entire agreement and understanding between the Parties to this Framework Agreement or any of them in relation to the transactions contemplated by this Framework Agreement and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the Parties hereto with respect to the subject matter hereof, whether such be written or oral.
- (G) This Framework Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party to this Framework Agreement may enter into this Framework Agreement by signing any such counterpart.
- (H) In case that any court or any governmental authority or agency declares all or any part of any clause of this Framework Agreement to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any other clauses of this Framework Agreement, and in the event that only a portion of any clause is so declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate the balance of such clause. Both Parties shall assist the other so as to enable each Party to comply with the rules and regulations to which they are subject.

9. GOVERNING LAW AND JURISDICTION

This Framework Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the Parties hereby submit to the non-exclusive jurisdiction of the Courts of Hong Kong in connection herewith.

**APPENDIX A**

**FORM OF INDIVIDUAL AGREEMENT**





The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.

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SC1.) Recital

BK XXXX (the "Buyer") intends to acquire XXXXXXXXXXXXXXXXXXXX (the "Goods") and XXXXXXXXXXXXXXXXXXXX (the "Seller") is willing to provide the Goods inclusive of transportation to store on site to the Buyer for the execution and completion of XXXXXXXXXXXXXXXXXXXX ("the Project").

SC2.) Main Contract

Main Contract made between the main contractor and the Employer to execute the works known as XXXXXXXXXXXXXXXXXXXX and the Seller shall be deemed to have full knowledge of the provisions of the Main Contract (other than the details of the Buyer's price thereunder) in relation to the supply of the Goods.

SC3.) Purchase Contract Nature  
(Applicable to Rebar only)

This is a bulk order contract which allows the Buyer not only draw the Goods for the captioned Project and shall be entitled to assign or transfer any quantity of the Goods of any diameters in the Purchase Contract to other projects currently operating by the Buyer and/or its associated companies.

(Other Material)

NOT USED

SC4.) Acceptance of Goods

Supply of the Goods shall be executed under the Purchase Contract, and the attached documents thereto, which shall take precedence over any terms and conditions stated in the Seller's quotation(s) and correspondence where any ambiguity, discrepancy or inconsistency exists. Same as expressly stated in the Purchase Contract, the Seller shall execute, complete and maintain supply of the Goods to the satisfaction of the Buyer, the Engineer's/Architect's Representative and the Employer in strict compliance with the provisions of the Main Contract, and any other supplementary documents attached with the Purchase Contract, and shall assume and perform in respect of the supply of the Goods all obligations and liabilities of the Buyer under the Main Contract. The Seller's attention is particularly drawn that acceptance of the Goods is expressly subject to the approval by the Engineer's/Architect's Representative or the Employer.

SC5.) Specification / Drawing

The Specification and Drawing shall be deemed to include all of the following :

- a.) General Specification - XXXX XXXX issued by XXXX (P.XXX to XXX, total : pages) as attached.
  - b.) Particular Specification - XXXX XXXX issued by XXXX (P.XXX to XXX, total : pages) as attached
- Or
- c.) Drawings (No.: XXXXXXXXXXXXXXXXXXXX) as attached.

**The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.**

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**SC6.) Delivery**

- a.) The Seller shall be deemed to have visited and inspected the site and shall ascertain the location, nature of and access to the site. No claim by the Seller due to the Seller's failure in or inaccuracy of the Seller's assessment of prices shall be entertained. The Buyer shall provide a reasonable access within the site to each of the discharge points.
- b.) The Goods shall be delivered to the location strictly in accordance with the Buyer's instructions and the Seller shall comply with all instructions and guarantees to deliver sufficient quantities of the Goods to meet the Buyer's construction programme and requirements under the Main Contract. Failure on the Seller's part to meet the Buyer's requirements shall be subject to the payment being suspended or withheld. The Seller shall be liable to compensate the Buyer for losses or expenses for non-delivery and/or late delivery of the Goods except through circumstances beyond the reasonable control of the Seller. The Buyer shall have no liability to the Seller in respect of any failure to provide such Goods if such failure is due to circumstances outside the Buyer's control, nor in respect of any inadequacy or unfitness for the Seller's purposes of any such Goods so provided.
- c.) Delivery of the Goods shall commence from XXXXXXXXXXXXXXXXXXXX to suit the Buyer's construction programme and the requirement of the Main Contract. However, it may be amended to suit the actual site

**SC7.) Non-Delivery / Delay Delivery**

The Seller shall provide a warranty to the Buyer a continuous supply of the Goods until completion of the Project. In the event that the Seller is unable to supply the Goods or does not comply with the Buyer's delivery schedule, the Buyer shall purchase the Goods from the other Supplier(s) and shall be entitled to recover from the Seller all extra costs of non-delivery and/or delay delivery of Goods incurred.

**SC8.) Seller's Default**

If the Seller :-

- a.) fail to supply the Goods and/or does not comply with the Buyer's delivery schedule,
- b.) fail to comply with the Buyer's instructions,
- c.) fail to deliver sufficient quantities of the Goods to meet the Buyer's construction programme and the requirement of the Main Contract,

then the Buyer may by written notice to the Seller forthwith determine the Seller's employment under the Purchase Contract. Upon such a determination, the Buyer shall not be bound to pay any sums previous agreed due to the Seller if not already paid.

**SC9.) Determination of the Purchase Contract**

If the Purchase Contract or the employment of the Seller thereunder is determined for any reason whatsoever before the Seller has fully performed its obligations under the Purchase Contract, then the Buyer may at any time thereafter by written notice to the Seller forthwith determine the Seller's employment under the Purchase Contract. Provided always that nothing herein shall affect the rights of either Party in respect of any breach of the Purchase Contract committed by the other prior to such determination.

The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.

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**SC10.) Quantity**

**(Partial Delivery or quantity tolerance is allowed)**

By partial deliveries to site upon receipt Buyer's instruction. The quantities shown hereinabove within delivery period are for indicative purpose only. Actual quantities shall be confirmed by the Buyer and within the period as stated. In the event that the actual quantities / accumulated amount beyond the hereinabove, it should be caused to delay of payment and / or the Seller is not entitled to claim extra / additional monies and / or interest to the Buyer, upon the further agreement between the Seller and Buyer in writing.

**(Rebar only)**

A total quantity of XXXXX metric tons of the Goods is ordered for the Project. The Seller shall allow a tolerance of + / - XX % on the aforesaid quantity. Actual requirement for individual diameter of the Goods shall be subject to the confirmation by the Buyer during the aforesaid delivery period. The Seller shall raise no claims against the Buyer for quantity of any individual diameter of the Goods undrawn or overdrawn. In the event that the actual quantities beyond the hereinabove, it should be caused to delay of payment and / or the Seller is not entitled to claim extra / additional monies and / or interest to the Buyer, upon the further agreement between the Seller and Buyer in writing.

**(No quantity tolerance is allowed)**

- a.) The quantity set out in the Purchase Contract shall be firm quantity and shall not be amended without any written agreement by both parties.
- b.) The actual quantity of the Goods delivered to the site or designated area as may be instructed by the Buyer, shall be valued and payment made based on the rates stated in the Purchase Contract.

**(Other Material)**

**SC11.) Price Fluctuation**

The supply rates shown hereinabove are firm and fixed up to and including XXXXXXXXXX. (preferably the last delivery date or end of the project)

**(Concrete supply should add the extra rates)**

**SC11.) Price Variances**

**a.) Temperature Control (upon arrival at site only)**

Should the Buyer requires delivery of the Goods with temperature control, the following surcharges shall be applied :

- i.) A surcharge of HK\$ / m3 for temperature control to 25° C with minimum charges HK\$ / pour (under normal working hours).
- ii.) A surcharge of HK\$ / m3 for temperature control to 30° C with minimum charges HK\$ / pour (under normal working hours).
- iii.) A surcharge of HK\$ / m3 for temperature control to 32° C with minimum charges HK\$ / pour (under normal working hours).
- iv.) The Buyer shall pay to the Seller a surcharge of HK\$ should an order with temperature control concrete be cancelled after the Buyer's Confirmation.

**b.) Increase / decrease of Slump**

An adjustment of HK\$ per m3 will be applied for every increase/decrease of 25mm slump.

**c.) Addition of Additives**

- i.) The Buyer shall pay a surcharge of HK\$ per m3 to the Seller for addition of waterproofing admixture (KFDN - WP330 or similar)
- ii.) The Buyer shall pay a surcharge of HK\$ per m3 to the Seller for addition of Caltite or other admixture requested by Buyer.

The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.

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- d.) **Dumping Concrete Charge**  
In the event that the Buyer requests the Seller to dump the Goods not carted by the mixer truck to a Government approved dumping area, the charge shall be HK\$     per load.
- e.) **Concrete Discharge Point**  
A surcharge of HK\$     per load shall be applied should the Goods be requested to discharge for more than one off loading point.
- f.) **Part Load Charge**  
Part load charge of HK\$     shall be applied for every m3 of the Goods not carted by the mixer truck. All part load charges shall be based on the maximum full load size of XX m3 or the actual carting capacity of the mixer truck whichever is lesser.
- g.) **Overtime and Early Start Charges**  
The daily working hours of the Seller's plant is from 07:00 to 19:00 hours excluding Sundays and Labour Holidays. A surcharge of HK\$     per hour shall apply if "Time Completed Discharge at Site" stated on the delivery dockets is later than 19:00.
- h.) **Escalation**  
The price of each grade of the Goods described hereinabove shall be fixed until ( Date ) whereupon a sum of HK\$     / m3 shall be added to the above Unit Price at intervals of every six months until completion of the Project.
- i.) **Waiting Charge**  
A waiting charge of HK\$     per minute shall be applied to this project for delivery by mixer trucks in excess of 2 hours including off-loading the Goods on site. Should the waiting time exceeds 4 hours, a shift charge of HK\$     for another 4 hours is applicable for that truck. The Buyer has to release the truck if the total working hour of the truck driver exceeds 10 hours on that day.
- j.) **Using 10mm Aggregate**  
A surcharge of HK\$     per m3 will be applied for concrete using 10mm maximum size aggregate.
- k.) **Trial Mixes**  
The trial mixes will be borne by the Buyer.
- l.) **Cancellation of Order**  
A surcharge of HK\$     per m3 will be applied to all confirmed order for each pour of XXXm3 or above during the day of delivery.
- (Lightweight or Foam Concrete supply should add the extra rates)
- m.) **Foam Concrete Charges**
- i.) A mobilization charge of \$     to be applied for each shift/visit.
- ii.) A cancellation charge of \$     to be applied when an order is cancelled less than one day notice.
- iii.) Normal working hours for foaming is 08:30 to 18:00, when exceeding extra charge for each HK\$     per dusk / night / dawn shift or site.

The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.

**SC12.) Transportation of Goods**

Transportation of the Goods shall be arranged by the Seller include for delivery of the Goods to the Buyer's Project with off loading it onto the adjacent ground within the reach of the truck crane.

**a.) Delivery Charge**

For 12m length Rebars :

	<u>HK\$ / MT</u>
1 Kowloon Area	HK\$
2 Siu Lam, Tsuen Wan, Tsing Yi & Kwai Chung	HK\$
3 Tuen Mun, Yuen Long, Tin Shui Wai	HK\$
4 Sheung Shui, Fanling, Sha Tau Kok, Ping Che, Lok Ma Chau	HK\$
5 Ma Liu Shui, Tai Po	HK\$
6 Ma On Shan, Shatin	HK\$
7 Tseung Kwan O, Tiu Keng Leng	HK\$
8 Sai Kung	HK\$
9 Causeway Bay, North Point, Shaueiwan,	HK\$
10 Central, Wanchai, Sai Wan, Chai Wan, Sai Wan Ho	HK\$
11 Aberdeen, Repulse Bay, Wong Chuk Hang	HK\$
12 Tai Tam, Stanley, Deep Water Bay, Shek O	HK\$
13 The Peak, Middle Hill	HK\$
14 Tung Chung, Chek Lap Kok	HK\$
15 Discovery Bay	HK\$

**(Rebar only)**

**b.) Additional charge**

HK\$ per metric ton for unloading at jobsite by Tower Crane.

**(Rebar only)**

In the event that the Seller is unable to deliver the Rebars to the Buyer's designated area, the Seller shall allow the Buyer to send its own trucks (at Buyer's own cost) to collect the Rebars and the Seller shall facilitate the Buyer's transportation company to upload the Rebars onto the truck during the time of collection. In such circumstances, the Buyer shall pay the following charges:

**c.)**

Rebar lifting charge : HK\$ per metric ton.

Weighbridge fee (for Rebar of 16mm diameter and below only) : HK\$ per truck.

**(Rebar only)**

**SC13.) Quality**

**(Rebar only)**

The Goods to be supplied to the Project shall be originated from a quality assured manufacturer and of Class 2 quality. For the purpose of quality assurance, the Seller shall provide the Buyer with all necessary quality certificates as well as Stockist Certificate of each diameter of the Goods against each delivery to prove its quality complies with the Main Contract requirement. Prior to cutting and bending of the delivered Goods, the Buyer shall conduct sampling tests on the Goods delivered. Should the test results prove it conforms to the aforesaid Specification, the Buyer shall bear the testing fee. In the event that the test results prove that the Goods fail to comply with such requirements, the Seller shall forthwith remove and replace the sub-standard Goods at its own cost.

**(Other material)**

Quality of the Goods shall be the essence of this Purchase Contract. The Seller shall provide the Buyer with relevant Mill's Test Certificates of the Goods against each delivery to prove its quality complies with the requirements of the aforesaid Specification.

**SC14.) Minimum Order**

**(Only applicable to some Goods)**

Each delivery truck shall be capable of carrying a minimum load of 18 metric tons.

The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.

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**SC15.) Invoicing Basis**

**(Rebar Only)**

For the Goods of diameter 16mm and below, invoicing will be based on actual weight of each load as ascertained by the approved public weighbridge dockets. The weight of such load is deemed to be final for each physical delivery. For the Goods of diameter 20mm and above, theoretical weights shall be applied.

**(Structural Steel Only)**

For the Goods, invoicing will be based on theoretical weights calculated.

**SC16.) Terms of Payment**

Subject to the Goods be delivered to the Buyer, payment shall be made to the Seller within 30 (thirty) days from the Buyer's receipt of the Seller's invoice.

**SC17.) Warranty**

**(Only applicable to some Goods)**

The Seller shall grant manufacturer's warranty upon XX months of delivery accepted by the Buyer.

**(Other Material)**

**NOT USED**

**SC18.) Dispute**

The Purchase Contract shall be governed by the laws of the Hong Kong Special Administrative Region. Any dispute or difference between the Buyer and the Seller arising out of or in connection with the Purchase Contract shall first be settled by amicable means. Failing that, it shall then be referred to mediation at the Hong Kong International Arbitration Centre ("HKIAC") and in accordance with its Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to Arbitration Rules and the respective Arbitration Ordinance. Any such arbitration shall take place after completion of the Purchase Contract Works in Hong Kong and shall be conducted in English.

**SC19.) Governing Law**

The Purchase Contract shall be governed by, and construed in all respects according to, the law for the time being in force in the Hong Kong Special Administrative Region.

**SC20.) Contracts (Rights of Third Parties) Ordinance**

Nothing in this Purchase Contract confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Party) Ordinance (Cap.623) to enforce any term of the Purchase Contract.

**The following Special Conditions (SC) shall form part of the Purchase Contract. In case of any discrepancy or inconsistency between the Special Conditions and the conditions overleaf, this Special Conditions shall prevail.**

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**SC21.) Others**

**(Concrete Supply Only)**

- a.) Those truck mixer drivers who entering the Project for the purpose of delivering the Goods shall be registered under the CWRO (Construction Workers Registration Authority). Details of the vehicle classes with the respective types of body shall refer to [www.cwra.org.hk](http://www.cwra.org.hk) websites.


**(Other material)**

- a.) The Seller shall ensure all test certificates for all its loading / off loading equipment when working in the Project are valid and available for examination on request.
- b.) All drivers, delivery staff & representatives of the Seller must possess Valid Green Card and wearing approved type of safety helmet and safety shoes before permission is given to enter the Project.
- c.) Please quote the number of Purchase Contract/Order Confirmation (OC) on all invoice, delivery notes, documents and correspondence.
- d.) This Purchase Contract will not be adjusted for any variation in the cost of currency fluctuation occurring after the date for signing of this Purchase Contract.
- e.) The Buyer shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance (Chapter 22), the latest issue of the Workmen's Compensation Ordinance or at Common Law or in consequence of any accident or injury to any workman or other person whether in the employment of the Seller or any Sellers' subcontractors and the Seller shall indemnify and keep indemnified the Buyer against all such damages or compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
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the Parties hereto have executed this Framework Agreement the day and year first before written.

**SIGNED by Chan Chi Ming**  
for and on behalf of  
**Build King Holdings Limited**  
in the presence of:



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**SIGNED by Anriena Chiu Wai Yee**  
for and on behalf of  
**Wai Kee Holdings Limited**  
in the presence of:



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