

Terms and Conditions of Smart Living (CPE Product)

By placing an order or making a purchase of the product ("Product") from Hong Kong Telecommunications (HK) Limited ("HKT"), you are agreeing to be bound by the terms and conditions of this sales memorandum ("Terms and Conditions").

1. The title and right of the Product set out in these Terms and Conditions will be passed to you upon full payment of the purchase price of the Product to the HKT. The risk of the Product will be passed to you upon delivery of the Product.
2. In the event where you place an order with HKT for the Product with full payment ("Pre-Order"), you must collect the Product within a period of ninety (90) days from the date of placing the Pre-Order (or such other period as advised by HKT) ("Collection Period"). If you fail to collect the Product within the Collection Period, HKT may cancel the Pre-Order at its sole discretion without notice to you and/or forfeit all the amounts paid by you for the Pre-Order, and you will not be entitled to the Product or any refund by HKT for the amounts paid for the Pre-Order.
3. HKT is not responsible for any failures or delays in performing its rights and obligations under these Terms and Conditions that are due to events outside HKT's reasonable control.
4. If a defect or fault of the Product is caused by quality of materials or workmanship (excluding human damage), you may return the Product with all its included accessories and packaging along with the original sales invoice to the supplier/manufacturer during the warranty period ("Third Party Warranty") as specified in the Product Information Sheet for repair or replacement, subject to the terms and conditions of the Third Party Warranty. You may be required to pay for the repair/replacement costs and/or other administrative fees in respect of the defective Product or part.
5. The supplier/manufacturer is responsible for the quality, safety or legality of the Product and the accuracy of the description of the Product.
6. HKT and its affiliates (being the PCCW Limited and its subsidiaries) ("Affiliates") shall not be liable for any claim, liability, direct or indirect loss, damage, costs and/or expense arising or of in connection with any defects, faults, breakdown or use of the Product.
7. HKT may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
8. Save for HKT and its Affiliates, no other person who is not a party to these Terms and Conditions has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of these Terms and Conditions and/or benefit of these Terms and Conditions.
9. If any of the provisions of these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms and Conditions, so that these Terms and Conditions shall remain in full force and effect.
10. These Terms and Conditions constitute the entire agreement between you and HKT with regard to your use of the Product, and any and all other written or oral agreements or understandings previously existing between you and HKT with respect to such use are hereby superseded and cancelled.
11. HKT's failure to insist on or enforce strict performance of these Terms and Conditions shall not be construed as a waiver by HKT of any provision or any right it has to enforce these Terms and Conditions, nor shall any course of conduct between HKT and you or any other party be deemed to modify any provision of these Terms and Conditions.
12. These Terms and Conditions are governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Terms and Conditions and accordingly any legal action or proceedings arising out of or in connection with these Terms and Conditions may be brought in such courts.
13. HKT reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time without notice.
14. In case of any dispute, HKT reserves the right for the final decision.