

STAFF HANDBOOK

INDEX

CH. 1 COMPANY PROFILE 公司簡介

CH. 2 STATEMENT OF POLICY 營運守則

CH. 3. RULES FOR ALL STAFF 員工規則

CH. 4. ACCOUNTING PROCEDURE

CH. 5. REGULATION OF USING COMPUTER SOFTWARE

**CH. 6. GUIDELINE FOR GIVING DONATIONS OR SENDING GIFTS IN THE NAME
OF OUR COMPANY**

CH. 7. GUIDELINE FOR ARTWORK PRODUCTION

CH. 8. GUIDELINE FOR MULTIMEDIA PRODUCTION

CH. 9. SAMPLE DOCUMENTS

CH. 1 公司簡介 COMPANY PROFILE

Nothing has really happened until it has been recorded.

- Virginia Woolf, quoted in Harold Nicolson, Diaries

「明心齋」成立於1987年，「齋」本義為書室或工藝創作坊(港人以「齋」為「素菜」是誤解字義，國內及台灣人皆多明其意)，原從事工藝品之銷售及廣告宣傳禮品之生產，並以現代之生產概念和技術結合傳統工藝，現時業務已擴展至各類廣告製作及印刷等；我們更不斷開發新的技術提升成本效益，如桌面出版及數碼圖像多媒體的應用等。客戶遍及政府部門、社會服務團體及工商機構。憑藉我們對各種工藝技術的認識與及廣泛之商業連繫，免除大部份中間人之費用，以低於傳統廣告公司的成本提供產品和服務。

We started our business in the production of premium or promotion gift items in 1987 and now our scope of services have been extended to comprehensive advertising and publication services including framing, mounting, site decoration, graphic design, hot blocking, offset-printing, silk-screening printing, vinyl computer cutting, metal engraving and sign board making. In the past two decades, we've never ceased exploring new technology for enhancing the efficiency and quality of production. For instance, long before the terms such as "BTO", "OEM", "B2B" and "B2C" becomes the most popular issues in commercial study, we have applied these concepts in running our business. Moreover, we might be one of the pioneers in using "x86PC" as a feasible tool in "desktop publishing" to reduce the hardware and software investment cost tremendously. Our clients mainly come by referral from government departments, social service organizations and commercial firms. They all tend to judge our services by the quality instead of high profile propaganda or packaging. We have strong knowledge background in both the traditional arts & crafts and modern technology relating to advertising and printing. By maintaining good connection with a number of vendors who are direct producers or technical personnels working on job-order basis, we minimize our administration cost and out perform those traditional advertising companies. In our experience, sales persons without field work experience and technical know-how tends to raise the cost of production but we can provide our clients a more direct and concrete advice about the feasibility of a certain promotion or decoration project. We can work out a number of solutions for your choices. We accept "Purchase Card" for all Government Departments or subvented organizations.

CH. 2 營運守則 STATEMENT OF POLICY

自反而縮，雖千萬人吾往矣。

I know only that what is moral is what you feel good after and what is immoral is what you feel bad after.

- Ernest Hemingway

1.1.1 一般商業守則 On Commercial Practice

- 對顧客一視同仁，童叟無欺
- 奉公守法
- 常以顧客利益為先
- 不輕諾寡信
- 因貨定價，不將貨就價，以質素作公平競爭
- We value all our customer without discrimination, regardless of their age, sex, race and occupation
- We shall take all measures to ensure our activities complying with the relevant legislation, regulation and standard.
- We always act in the interest of customer within the limits of our responsibilities as a vendor.
- We commit only if we truefully believe that we are competent to perform and not hesitate to obtain additional expertise from appropriately qualified individuals where advisable.
- We believe that quality is remembered long after price is forgotten. - We support fair and open competition based upon general commercial enthics in pursuit of business opportunities.

1.1.2 電腦資訊及操作守則 On Computer Information and Technology

- 確保顧客資訊安全完整，私隱獲尊重。
- 支持公開標準，尊重智識產權，贊同開放源碼運動。
- 對各軟、硬件及技術供應商保持中立；不盲信名牌或高新科技，以成本效益作判斷。
- 不認同『顧客永遠是對的』之虛偽教條，有需要時不放棄提點顧客錯誤之專業責任。
- 終身學習，精益求精。
- We value the data of our customer as physical wealth. We take all reasonable measures to ensure their integrity and protect confidential information from inadvertent or deliberate improper access or use
- We admit open standard, respect intellectual property right and support open source code movement.
- We keep neutral stance to all hardware and software vendors and never be fanatic to brand names or high sounding technology without studying their feasibility in terms of cost performance.
- We have and will never be hypocritical to say "Customers are always right" when we find that they are wrong to our best knowledge.
- Wes shall seek to upgrade our professional knowledge and skill and shall maintain awareness of relevant technological developments, procedures and standards

1.1.3 藝術及設計 On Graphic Arts and Design

- 不作不公允評論詆毀同行作品或聲譽
- 不承接涉侵害第三者智識產權工作
- 不以無償服務或有條件無償為掠奪客戶手段，損害行業尊嚴
- We must be fair in criticism and shall not denigrate the work or reputation of a other designer
- We shall not accept instructions from a client which involve infringement of another person's property rights without permissions, or consciously act in any manner involving any such infringement
- We shall not compete with other designers for any job by accepting inadequate compensation, or promising to receive compensation only if our design is accepted or used

CH3. RULES FOR ALL STAFF 員工規則

1. 日薪職工入職後須試工七天，月薪工友須試工三個月，月薪文職員工須試工六個月，試工期內，解僱或離職不須提前通知。
2. 凡日薪職工如中途離職，必須於七日前提出申請，批准後方得離職，否則賠償七天工資，以代通知。
3. 月薪職工如申請離職，必須於壹個月前提出申請，批准後方得離職，否則賠償一個月工資，以代通知。
4. 職工如要請假，必須申請批准，否則作曠工論，如有三次曠工記錄作自動離職論。
5. 凡日薪職工，如僱方決定停止僱用時，應在七天前通知該工友，否則應補償七天工資。
6. 公司有權調動各職工職位，如不服從調動及犯規，公司可將之解僱而毋須作任何補償。
7. 職工如工作未滿七天者，概不發給工資。
8. 工作時間服從工作分配，不得擅離工作崗位，更不容許藉故怠工或罷工。
9. 不得無故遲到或早退，全糧期(15天或半個月)內遲到或早退超過兩次時間共超過三十分鐘者，取消勤工獎，遲到或早退均予扣薪處分。
10. 所有儀器及機器，須照上級指示方可使用，無故擅動而引起個人損傷或損失，公司及保險概不負責，並須負責賠償公司之損失，盜竊或有意破壞，公司立即開除，嚴重者送警處辦。
11. 所有軟件、稿件或書籍等，不得擅自複製，否則報官刑辦，由此導致之版權責任，公司概不負責而須由個人承擔。
12. 凡獲授權持有鎖匙者，須當面點清簽收，不得擅自複製或轉交他人，並對所保管財物，有看管職責。
13. 凡為公司客戶創作之作品，如無特別協議者，版權歸公司所有。
14. 如有犯規，經上級口頭或書面警告後仍不改善，公司可將之開除，而毋須提前通知或補償。
15. 凡月薪者請假必須經負責人批准，僱方可有權扣除該請假日之工資，但視乎該者之日常表現而定。
16. 本人明白及願意遵守上述事項，以及遵守規則。

CH. 4 ACCOUNTING PROCEDURE

CH5. Regulations of Using Computer Software

1. Authorization:

- 1.1 Level One: Staff or contracted consultant engineer having level one authorization may purchase or download legal copy(copies) of software from vendors.
- 1.2 Level Two: Staff or contracted consultant engineer having level two authorization may install or uninstall software(s) on the computers.
- 1.3 Level Three: Staff having level three authorization may use the softwares on the computer pre-installed by staff or contracted consultant engineer having level 1 or level 2 authorization for the production activities of our company.
- 1.4 Unauthorized persons: All the guests, customers are not allowed to access to any computers of our company. All the licences of the softwares are strictly confined to the members of our company.

2. Sources of Software:

- 2.1 Purchased from Retailer/Wholesaler: The decision to purchase software must be made by staff of level one authorization. Installation of the software may be performed by staff of level two authorization. Proper documents must be retained for accounting and software registration records.
- 2.2 Downloaded from Internet: Only freeware licensed under GNU or GPL is allowed to be downloaded and installed on the workstation of the company. The process must be performed by staff of level one authorization.
- 2.3 Traded in from Business Partners: Same as 2.1

3. Use, Maintenance and Disposal of Software

- 3.1 All softwares are not for sale or resale. They are confined for the use of our company only.
- 3.2 No unauthorized copy of the software is allowed.
- 3.3 The purchase of commercial software or downloading of freeware must be carried out by authorized staff as stated in section 2
- 3.4 The installation and uninstallation of software must be done by authorized staff as stated in section 2.
- 3.5 No unauthorized persons, as specified in 1.4, including the customers or subcontractors, are allowed to access to any of our computers and use the softwares installed thereon.

CH. 6 GUIDELINE FOR GIVING DONATIONS OR SENDING GIFTS IN THE NAME OF OUR COMPANY

1. Donations:

- 1.1 Qualified Organizations:** Non profit-making charitable organization which is one of the members of Community Chest.
- 1.2 Forms of donation:** Cash, free services or merchantable goods are all permit able but official receipt issued by the organization must be retained for filing and recording.
- 1.3 Budget and Allocation of Fund:** The decision should jointly made by the board members after assessing the financial status.
- 1.4 Occasion of Giving Donations:** In the last quarter of every year after the presentation of annual accounting report.

2. Gift:

- 2.1 Definition:** All merchantable goods, intangible services cash coupon, gift coupon or anything that carry a commercial value giving to clients having established commercial relation with our company or associated companies.
- 2.3 Qualified Clients:** The qualified clients must fulfill all the following requirements:
 - 2.3.1 Annual Purchase:** Annual purchase must reach a certain amount which is set by the board for that financial year. (\$_____ for year _____).
 - 2.3.2 Occasion:**
 - 2.3.2.1 In regular event such as annual dinner, X' mas party, anniversary celebration, congregation or speech day which is held on yearly basis. (Only one event in a year is entitled to receive gift.)
 - 2.3.2.2 In major festivals including mid-autum festival and X' mas/Chinese New Year.
 - 2.3.2.3 In irregular event including grand opening of new shop or new company
 - 2.3.3 Forms of Gift:** Merchantable goods is preferable to cash or cas coupon. Official receipt mush be acknowledged upon the delivery of gift to the clients.
 - 2.3.4 Budget:** The total commercial value of gift in any event should not exceed 1% of the total sales in last year and total commercial value in a year should not exceed 5% of the total sales.
 - 2.3.5 Special Remarks for Giving Gifts to Government Departments, Civil Servants or their Relevant Organizations and Public Funded Organization:**
 - 2.3.5.1 All the relevant ordinance against bribery must be observed.
 - 2.3.5.2 All gift should given to the department/organization instead of any individual of the department/organization.
 - 2.3.5.3 All sample should be given on loan only and should not be treated as gift.
 - 2.3.6 Discretionary Request out of the Permit able Range:** The staff must refuse to entertain the request courteously and reports to the supervisor in critical case.

CH. 7. GUIDELINE FOR ARTWORK PRODUCTION

7.0. STEPS IN ARTWORK PRODUCTION

7.1. GRAPHICAL ARTWORK PRODUCTION:

7.1.1 GRAPHIC ARTWORK PRODUCTION IN LIEU OF LAYOUT DESIGN:

- 7.1.1.1 The customer provide the theme, content (text or photos) , target audience, and/or anything, such as copyright authorization, which is relevant to the final products to his/her best knowledge.
- 7.1.1.2 Ideas of the layout design will be revealed to the customer for comments. The draft artwork of one or two, but no more than three chosen designs of all the proposed ideas will be worked out within a mutually agreed period of time.
- 7.1.1.3 The provisional artwork in jpg or pdf format will be sent to the customer by email for proof reading. In the case that the preview file is too large for email transmission, the artwork will be uploaded to an protected folder on our web-server and the login info and url will be sent to the customer for downloading the file for carrying out the proof read process. The customer decides on the final layout design of the artwork for the artist to work on. Request(s) for minor amendment(s)* followed by proof reading process may be made for maximum 2 times without surcharge.
- 7.1.1.4 The mockup of will be worked out within a mutually agreed period of time.
- 7.1.1.5 The final approved artwork in the form of print out, film, color separation film with press proof, or soft copy will be delivered to or collected by the customer after a mutually agreed period of time.
- 7.1.1.6 If the customer also orders the printing with the approved artwork. Output ready artwork or film with press proof will be sent to our print factory for plate making and printing. In some of the cases, proof or blue print is required
- 7.1.1.7 Preparation of Delivery Note/Invoice and arrange the delivery of the final products

						
step 1	step 2	step 3	step 4	step 5	step 6	step 7

7.1.2 GRAPHICAL ARTWORK PRODUCTION PER CUSTOMER DESIGN:

- 7.1.2.1 The customer provides the design in significant format such as camera ready artwork, Xerox copy, color copy, ink jet print out, offset printout or hand drawing showing the idea of design. He/she also has to prove or declare appropriate authorization for producing patented or copyrighted artwork.
- 7.1.2.2 Ideas of the layout design will be revealed to the customer for comments. The draft artwork of one or two, but no more than three chosen designs of all the proposed ideas will be worked out within a mutually agreed period of time.
- 7.1.2.3 The provisional artwork in jpg or pdf format will be sent to the customer by email for proof reading. In the case that the preview file is too large for email transmission, the artwork will be uploaded to an protected folder on our web-server and the login info and url will be sent to the customer for downloading the file for carrying out the proof read process. The customer decides on the final layout design of the artwork for the artist to work on. Request(s) for minor amendment(s)* followed by proof reading process may be made for maximum 2 times without surcharge.
- 7.1.2.4 The mockup of will be worked out within a mutually agreed period of time.
- 7.1.2.5 The final approved artwork in the form of print out, film, color separation film with press proof, or soft copy will be delivered to or collected by the customer after a mutually agreed period of time.
- 7.1.2.6 If the customer also orders the printing with the approved artwork. Output ready artwork or film with press proof will be sent to our print factory for plate making and printing. In some of the cases, proof or blue print is required
- 7.1.2.7 Preparation of Delivery Note/Invoice and arrange the delivery of the final products

7.1.3. COPY WRITING:

- 7.1.3.1. The customer provide the theme, content (text or photos) , target audience and/or anything relevant to the script to his/her best knowledge.
- 7.1.3.2 Ideas of the manual script will be revealed to the customer for comments and amendment. A draft script will be presented to the customer after receiving his/her opinion within a mutually agreed period of time.
- 7.1.3.3 Request for minor amendment(s)* to the wording followed by proof reading process may be made for maximum 2 times without surcharge.
- 7.1.3.4 The final approved manual script will be delivered to or collected by the customer after a mutually agreed period of time.

***Version Code:**

- Syntax: Vx.xx where “x” represented digit from “0 “ to “9”
- First release of completed artwork: V.1.00
- Amendment due to our fault: represented by increment of 0.01
- Minor amendment per customer’s request: represented by increment of 0.10
- Major amendment (over 50%) or change of design per customer’s request represented by increment of 1.00

7.11.4 ARTWORK FORMAT:

7.1.4.1 Hard Copy Format 物理格式:

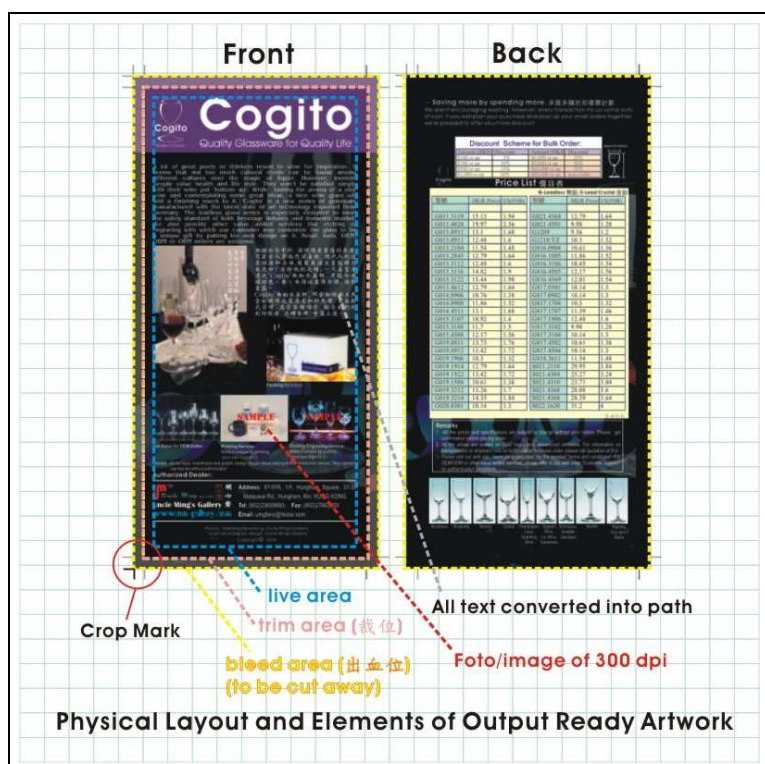
If not otherwise mentioned, A 5mm "bleeding "margin on 4 sides will be added to the artwork to prevent an unwanted white edge on the press after trimming. Text content should be typed within the live area which is smaller than the viewed area of the artwork so that a reasonable margin will be kept between the text content and the edge. The following is an illustration:

Trimmed size: W x H

Bleed size: (W + b+b) x (H +b+b)

Live size: (W-m1-m1) x (H - m2-m2)

where W = Width, H = Height, b=bleeding, m1 and m2 = distance of text from edge on 4 side



It is not recommended to design a thin color border on 4 sides because it will be difficult to keep the border look balanced or complete after trimming. For more detailed illustration, the customer may visit our web page on "freedownload" and download an album of "template" created by us in PDF format free of charge. If the customer creates the artwork for output or printing by his own self, he must tender an artwork complying with the said physical format (and also the data format) or retouching service only be provided at his cost.

7.1.4.2 Soft Copy Format 軟檔格式:

7.1.4.2.1 Working Document vs Output Document 工作檔案及輸出檔案:

To keep the capability of artwork for editing, there should be a working document saved in the native format of the software for creating the artwork. However, it must be converted to an output document for an identical output on the rip of output device .

7.1.4.2.2 Output Preparation 輸出檔案之製備:

- Save a copy of the working document in another name depicted for output purpose. By convention, an "op" suffix is added to its name section. It should be noted that it is a bad habit for some Mac users to omit the file extension which is useful in recognizing the file format on most computer systems and overwhelming use of illegal characters which are not compatible to internet, Unix/Linux or even Windows platforms.
- Check the layout and bleeding
- Convert all text into path/curve
- Convert RGB images into CMYK images using appropriate software for most print job output purpose.
- Check the resolution of bitmap images, refer to "Annex 5 - Resolution of Digital Image" for the minimum resolution requirement for different output purposes
- Flatten the image with plugin filter or the effect will be lost when crossing platform.
- Save the final version in its native format
- Output the artwork to eps or pdf format as a redundant output file for contingency purpose. In the case of inkjet printing, tif is also acceptable.
- Output the artwork to a preview image in jpg format.
- Save all the output and preview files on CD-R or acceptable media. Make sure all the link objects are saved together with the master file in appropriate location and their naming syntax conforming to the media format. It is recommended that all objects are embedded into the file to avoid missing link.
- Refer to "7.2 DataFile Formats for Computer Input/Output" for details in forwarding artwork.

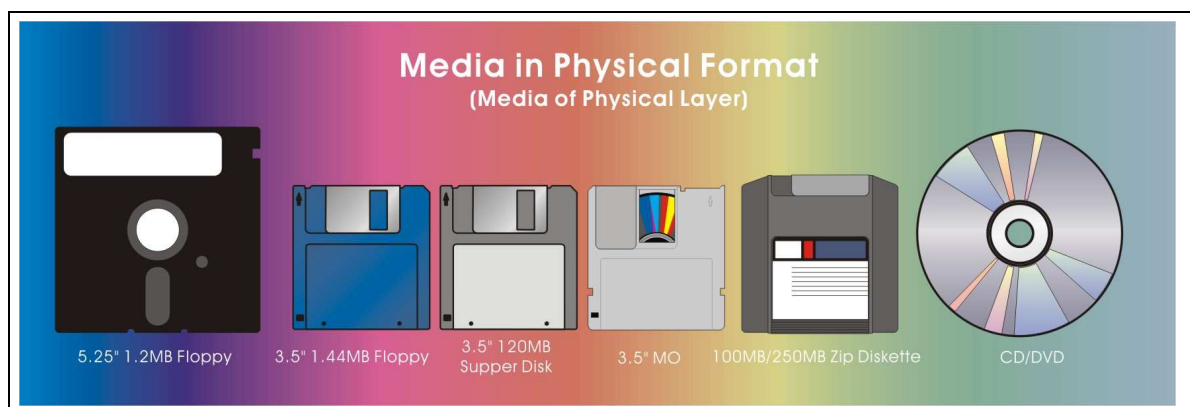
Note: All the brandnames and trademarks mentioned able belong to their respective owners

7.2: DATA FILE FORMATS FOR COMPUTER INPUT/OUTPUT:

7.2.1 FORMAT OF PHYSICAL LAYER:

2.1.1 The following media of storage are acceptable for input or output services:

3.5" 1.44MB floppy diskette; 5.25" 1.2MB floppy diskette; 250MB/100MB Zip; MO (up to 640MB); LS120; CD, Compact Flash; Smart Media, Memory Stick; VHS tape (Pal/NTSC); VHSC tape (Pal/NTSC); Hi8 (Pal); Video8; DV mini-cassette



7.2.2 FORMAT OF LOGICAL LAYER:

7.2.2.1 MEDIA FORMATS OF OS (OPERATION SYSTEM) LAYER:

Both Mac OS and IBM PC (DOS, Windows or Windows 9x) format are acceptable. For media used on other operations system such as Linux or Windows NT, the customer must format them in a way which is compatible to the aforesaid OSs.

7.2.2.2 FILE FORMATS OF APPLICATION SOFTWARE LAYER:

7.2.2.2.1 The genuine file formats created by the following software can be viewed, edited, ripped or output to other devices subject to change without prior notice (Only vector/line art can be output to computer cutter or engraver):

- *Adobe Illustrator CS2 or lower*;- *Adobe Photoshop 6.0 or lower*, - *Adobe Pagemaker 6.5 or lower*,
- *Acrobat Distiller 4.0* - *CorelDraw 11.0 or lower*, - *Word 6.0 or lower*
- *Excel 5.0 or lower*; - *Power Point 4.0 or lower*; - *Freehand 9.0*

7.2.2.2.2 In addition to the genuine file formats as stated in 2.2.2.1, the following files generated by else software can be viewed, edited, ripped or output to other devices (Only vector/line art can be output to computer cutter or engraver):

- pixel base image files: *eps, tif, bmp, pct, gif, jpg* (except for computer cutting/engraving)
- vector/line art: *wmf, eps, dxf, dwg*
- text file: *txt, sam, lwp, rtf, doc*(created by office XP or lower version)

7.2.2.2.3 The following file formats can only be viewed, ripped or output to other devices. Editing service is not available

- text file: *pdf*
- others: *dwg, dxf, xls and ppt* (created by office 97 or lower version)

7.2.2.2.4 Portability of files: Not all the files can keep their original visual features while crossing platforms. For those files which are not portable, no warranty is pledged for the integrity of output. If the customer wish to obtain a “perfect” reproduction of the file he created on his/her desktop, he/she must convert them into portable files ready for output. The following file formats are portable:

- most pixel base image files: *eps* (without characters), *tif, bmp, pct, gif, jpg*
- vector/line art without text content (i.e. all character converted into path/curve): *wmf, eps, ai, cdr, cmx*,
- text file: *pdf* (read or output only, no editing is guaranteed)

Surcharge at current rate will be levied on the editing or retouching services rendered for preserving the visual features of output file(s) which is(are) not portable.

7.2.2.2.5 Data Integrity of file(s) using **OLE** technology: **Object Embedding** is preferred for inserting an object(s) into a file. If an object(s) is(are) linked to a file, the linked object(s) must be saved with the master file(s) in appropriate location.. Faulty output due to missing link should be the responsibility of customer.

7.2.2.3 FILES TRANSMITTED VIA INTERNET:

2.2.3.1 LIMITATION OF FILE SIZE: The overall size of every piece of message sent by e-mail via Internet must be less than 4MB or limit set by the smtp server of the ISP

2.3.3.2 CONFIRMATION OF FILE TRANSMISSION: Transmission of data file must be followed by telephone call informing the delivery of output file via Internet. Double confirmation will be acknowledged to the sender while the file(s) is(are) properly received. Proof reading must be carried out to ensure the integrity of data sent by e-mail via Internet.

7.3: CROSS REFERENCE OF POSSIBLE COLOR SHIFT IN COLOR PRINTING USING VARIOUS TECHNOLOGIES:

The following figures are only estimations based on empirical experience instead of any well-established industrial standard. There is no warranty of any kind, either express or implied, regarding the accuracy, reliability or correctness of the data listed below. Nevertheless, they may be regarded as a reference of our commitment in printing service to our customers.

Presumption:

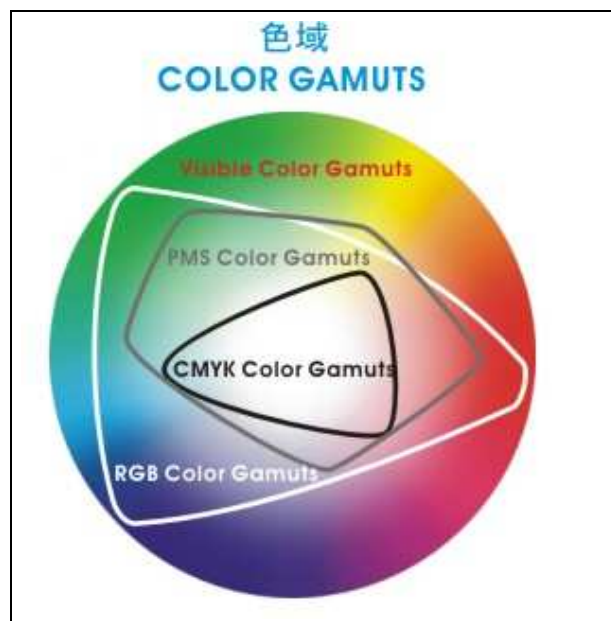
1. For those artworks presented in the form of soft copy, it is supposed that they are ripped by the same software/hardware rip without changing the color mode in different batch print jobs.
2. For those artworks presented in the form of film/hard copy, it is supposed that the same printing machines, ink and media are used in different batch print jobs.
3. The final printout should be viewed under the same lumination condition.
4. CMYK color model, except for monitors and silk screen printing, is employed and the panetone processing color guide or equivalent serves as a common reference of standard.

	VGA/XGA CRT Monitor (RGB)	Inkjet Printer (CMYK)	Dye-sub Proof (CMYK)	Iris Proof (CMYK)	CMYK film Press Proof (CMYK)	CMYK offset printing (CMYK)	Bromide Foto Paper (CMYK)	Silk-screen Printing (Solid Color)
VGA/XGA CRT Monitor (RGB)	+/- 5%							
720dpi or lower Inkjet Printer		+/- 5%	+/- 20%	+/- 20%	+/- 20%	+/- 20%	+/- 20%	+/- 20%
Dye-subProof/ 1440dpi+ Inkjet Printer			+/- 5%	+/- 10%	+/- 10%	+/- 10%	+/- 15%	+/- 15%
Iris Proof				+/- 5%	+/- 10%	+/- 10%	+/- 15%	+/- 15%
CMYK film Press Proof					+/- 5%	+/- 5%	+/- 15%	+/- 15%
CMYK offset printing						+/- 5%	+/- 15%	+/- 15%
Bromide Foto Paper							+/- 15%	+/- 15%
Silk-screen Printing								+/- 10%

3.2 COLOR MODELS 色彩模式

3.2.1 Color Gamuts: By definition, color gamuts means the scope of color which can be reproduced using a certain output technology. As naked human eye is sensitive to 3 primary visible lights, namely Red, Green And Blue, output devices using RGB model is capable of displaying the greatest extent of color. However, it is applicable to light emitting devices like TV sets or Monitors only.

color gamuts



The common printing methods using CMYK color model reproduces colors by screening the light reflected from either the base on which the colors are printed or the pigment of color itself. The color gamuts is smaller than RGB model due to the loss and distortion in the process of reflection and filtration except for some PMS colors which can reflect a special section of the color spectrum that even goes beyond the color gamuts of RGB model. The following diagram shows how color image is reproduce using CMYK color separation method:

3.2.1.1 RGB Color Model:

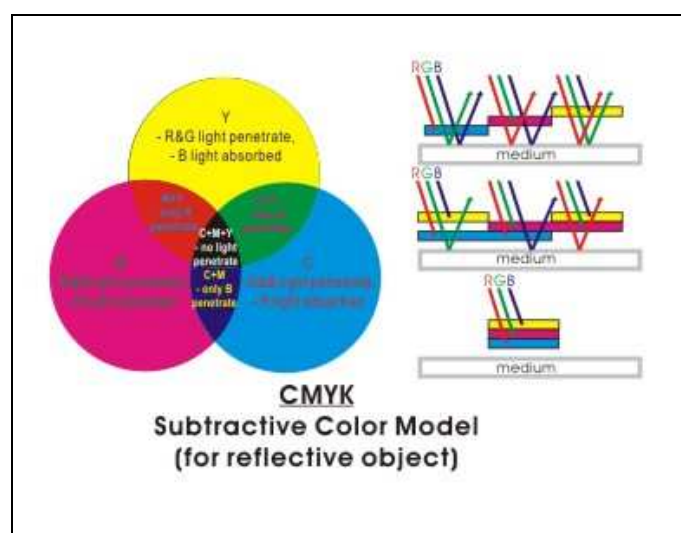
RGB color is applicable to light emission devices like TV or monitor which reproduce the color by mixing matrix of light emission dots in Red, Green and Blue together to form a specific color in human naked eyes. It is called additive color because all colors are the mixture of these 3 primary colors. It also produces the greatest color gamut among all available color models except PMS color like gold, silver or some specific material. Experienced Artists should be careful in using RGB model in the process of creation or it would be misleading to their clients and result in dispute over the color correctness of printed matter with respect to the preview image on monitor.



3.2.1.2 CMYK Color Model (Subtractive Color):

3.2.1.2.1 Working Principle of CMYK Color Model 工作原理:

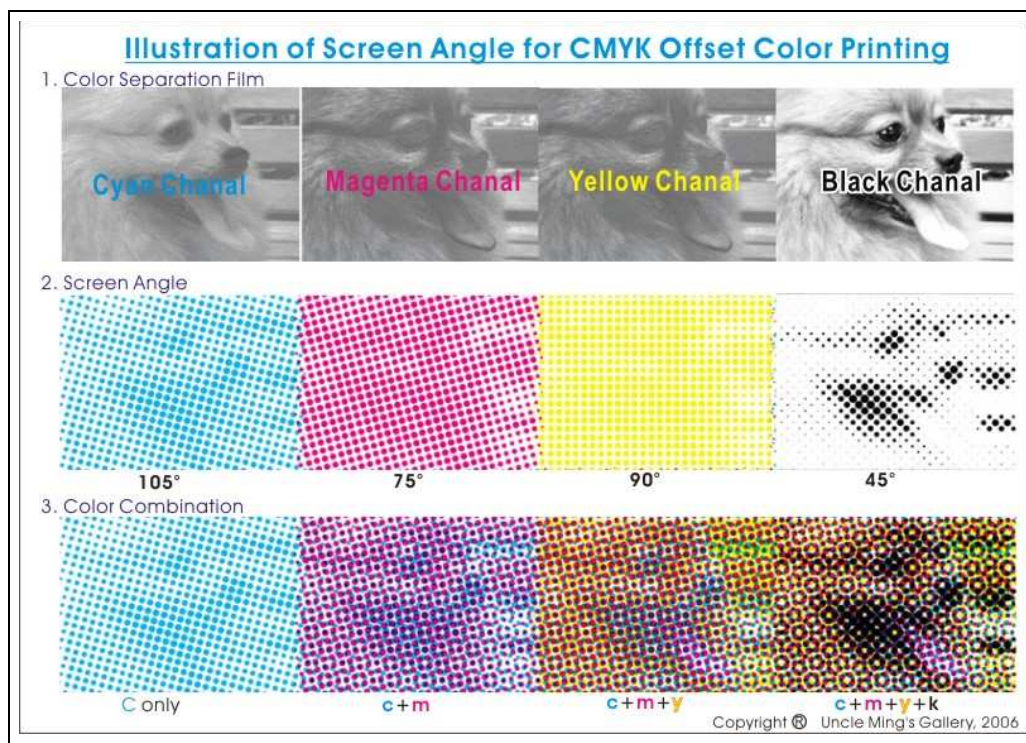
Printed matter cannot emit light; it reflect light from luminous light source only. A traditional painter may apply different colors on his palette to his canvas or paper with paint brush. Nevertheless, printing too many colors on media is not feasible from both the economic and technical point of view. The current CMYK printing method use subtractive color. All colors are reproduced by screening the light (supposed to be white) reflected from either the base on which the colors are printed. The Color pigment of the 4 process color, C,M,Y and K work as filter which "subtract" one primary color from the white light respectively. The following diagram illustrates how the system works. Overlapping different color ink may screen away unwanted primary color from the reflected light. This method only reproduced a smaller color gamuts compared with RGB or PMS color model.



3.2.1.2.2 Application in Full Color Offset Printing 印刷應用

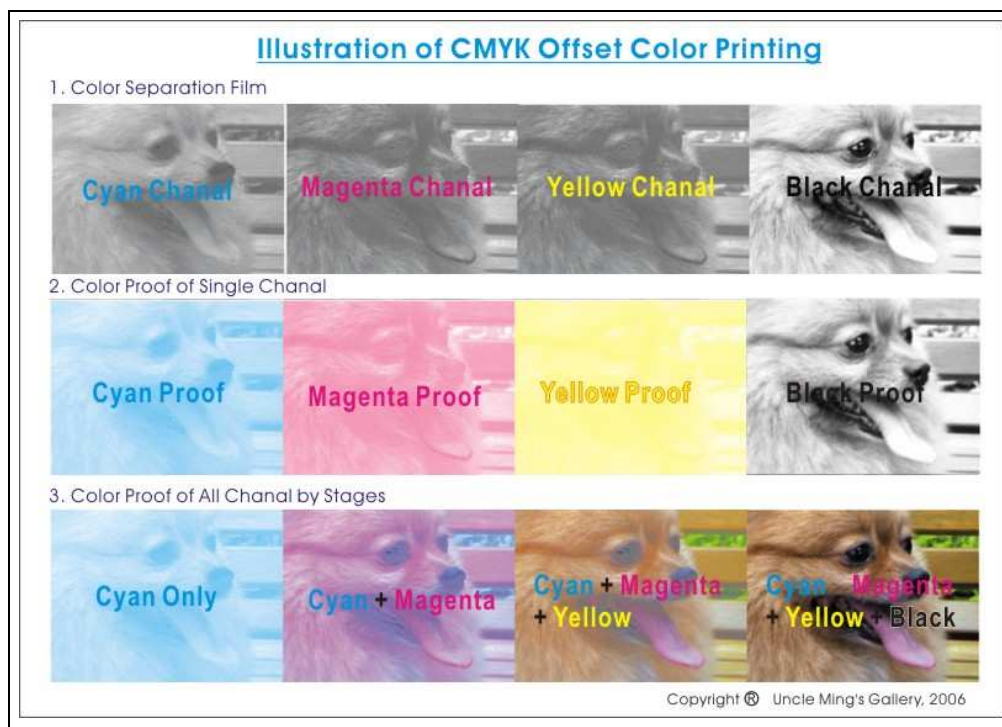
i. Color Separation and Screen Angle 分色及網角:

In the process of full color offset printing, the color artwork must be output to color separation films of 4 channels, say C, M, Y and K. The film is either positive or negative in B/W only. The intensity of each color is represented by dotted lines arranged in specific angle, i.e. screen angle. The working of color separation is illustrated in the following diagram which simulate the combination of color dots under microscope.



ii. Combination of Colors 色彩之組合:

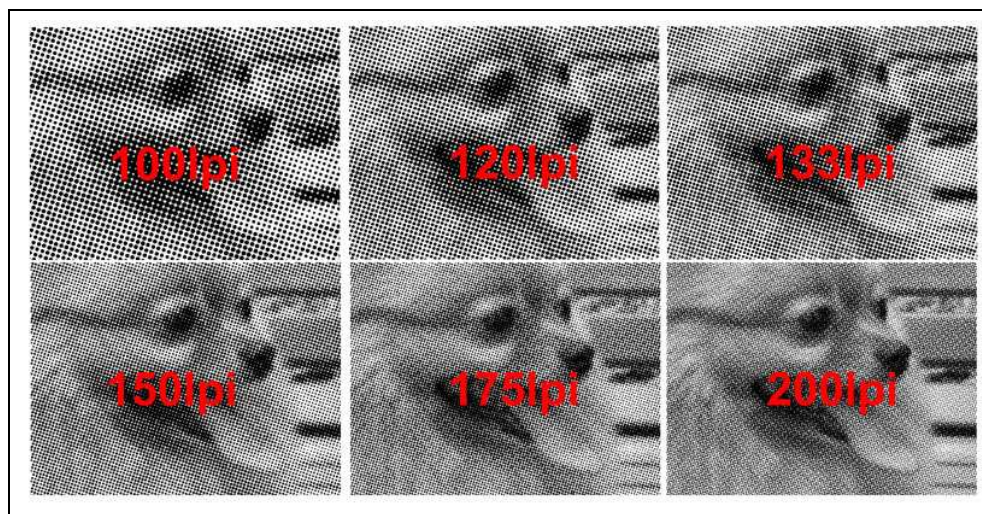
These film will be used for making the lithographic zinc plates which in turn transfer the color ink to the paper one by one. The overlapping of the color dots then reproduce a color image of the original artwork. Under the naked eyes of human being, the combination of these color dots reproduces a full color image looks almost the same as the original artwork.



Most of the text book or even technical reference give little explanation to the use of screen in offset printing. The reason is not too technical to be understood. In the first place, ink used for offset printing is not quite transparent like color glass filter. It reflects the light rather than letting it pass. Secondly, it is unlikely to print color ink of varied thickness to reproduced different tones all at once like painting with brush in the process of high speed printing even inks are transparent. However, for some printing technology like dye sublimation or thermal wax transfer while the thickness of dye can be determined by the time of heat applied to it, the tone of color is thus reproduced by transparent layers of CMYK dye of varied intensity.

iii. Screen Repetition and Quality of Printing 網線密度及印刷質素:

It should be noted that the density of dot lines is positive related to the resolution of the printing. Therefore, upon the increase of line per inch (lpi) or screen repetition, the quality of printing should be better supposing that the printing machine supports the resolution. The following diagram shows how they look different under magnifier. Refer to 3.1 CROSS REFERENCE OF COLOR SHIFT 各類輸出色彩偏差 for more information on color shift and Annex 5 for more information about resolution of image and printing.



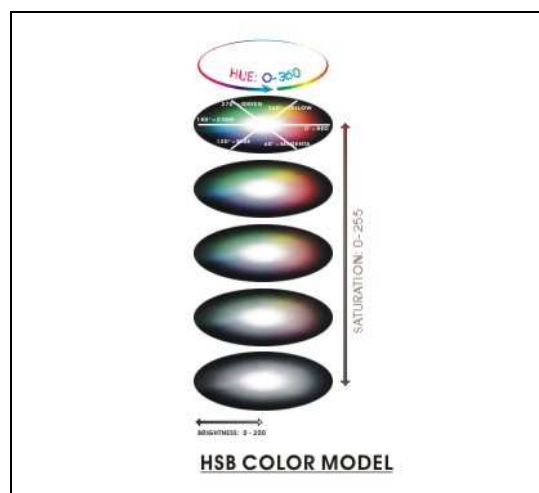
3.2.1.3 HSB Color Model:

This model defines color by "Hue", "Saturation" and "Brightness".

Hue represented by the relative location of in the color wheel. For instance, if zero degree represent "Red", Magenta, Blue, Cyan, Green and Yellow are 60, 120, 180, 240, 300 respectively. Changing the Hue means shifting the color round the color wheel.

The second property of color is saturation which refers to the intensity of color. It ranges from 0 (i.e. gray) to 255 (i.e. fully saturated color).

The third property is brightness which represent the lightness or darkness of a color. As illustrated in a 3-dimensional model as shown in the diagram, the changes of the three properties of color are visualized by a column of color wheels. This color model is useful in tuning color temperature and brightness especially on TV or monitor.



3.1.2.4 PMS Color Model:

Sometimes the CMYK process colors cannot match a specific color for demanding print job. Spot color will be used. The most renowned spot color system is Pantone[®](TM) Matching System (PMS), which is a trademark system of over thousand colors identified by a unique color code. Every color is a premixed ink according to the formula provided by the vendor of PMS.



PMS is also commonly used in screen printing or transfer printing because the halftoning approach for offset printing is not possible for this printing technology except some advanced equipment like those used for printing label directly on CD or DVD surface.

3.2.2 Color Models and Conversion 彩色模式之轉換:

In the absence of a common algorithm for the conversion of different color models, all digital artworks created for printing purpose should be converted into CMYK model before they are sent to output devices. A significant range of RGB colors are not printable as they go beyond the color gamuts of CMYK or PMS color model. If not otherwise specified, the conversion will be done using the software of "Adobe" including "Illustrator" or "Photoshop". It should be noted that different vendors have their own conversion algorithm in converting non-cmyk colors into cmyk colors but none can be claimed the universal standard.

3.2.3 Color Depth and Output Resolution

The depth of color refers to the number of distinguishable colors that can be reproduced. The higher the resolution of output device, the more colors it can produce and so does the accuracy of the color with respect to the original artwork. A reasonable color shift should be acceptable and is not liable to any claim for non standard goods. Please refer to annex 5 for more information.

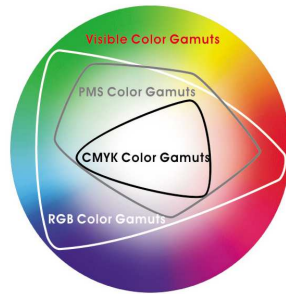
3.3 Color Swatch 色標

Some prominent printing solution vendor publish a series of color swatches as a standard reference guide for the printing industry. The most famous brand name product is the "Pantone" color guide series. However, our practical experience told us that even an artwork created in CMYK model could not be reproduced identically using different output devices. Unlike image setters, the current printers available in market manufactured by different producer always print the color copy with their own emphasis or preference. It is always a disaster when using this hardcopy of artwork as a proof and quality control standard for the final product. To assist people in need of an impression about the discrepancy of color reproduction between their printing device and the standard color swatch, we created a "CMYK Electronic Color Swatch" in PDF format and post it on our web-site for all interested persons to download free of any charges. You may right click your mouse on the following image and save link target to your harddisk to get a free softcopy of "CMYK Electronic Color Swatch". Print the swatch using your own printing device and compare them to the standard color guide like Pantone Processing Color Guide". Then you will have an idea about how far your printing device deviate from the offset printing machine.

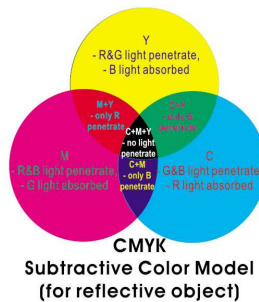
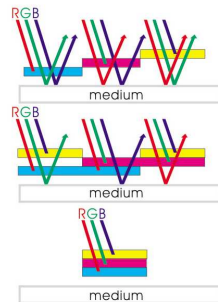
Basics in Color 色域 COLOR GAMUTS

By definition, color gamuts means the scope of color which can be reproduced using a certain output technology. As naked human eye is sensitive to 3 primary visible lights, namely Red, Green and Blue, output devices using RGB model is capable of displaying the greatest extent of color. However, it is applicable to light emitting devices like TV sets or Monitors only.

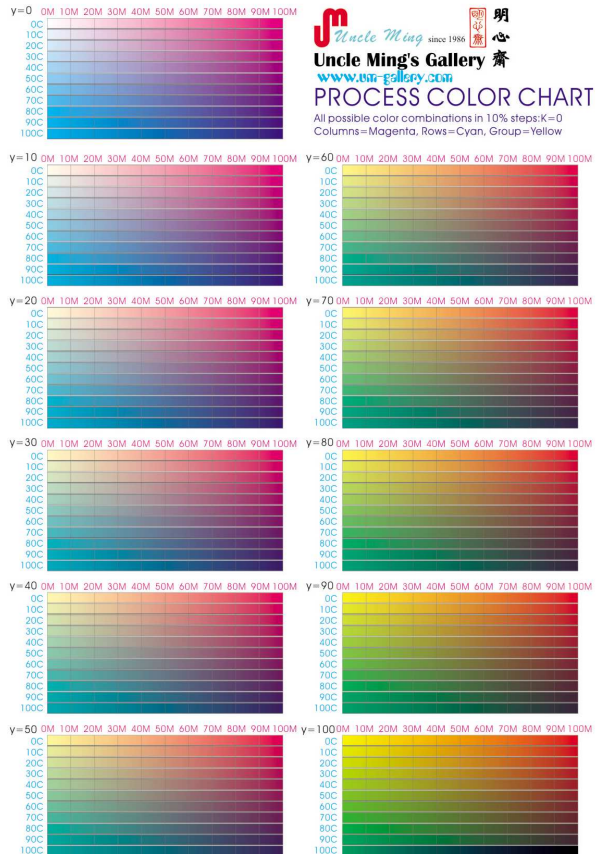
The common printing methods reproduces colors by screening the light reflected from either the base on which the colors are printed or the pigment of color itself. The color gamuts is smaller than RGB model due to the loss and distortion in the process of reflection and filtration except for some PMS colors which can reflect a special section of the color spectrum that even goes beyond the color gamuts of RGB model.



Subtractive Color- CMYK Color Model



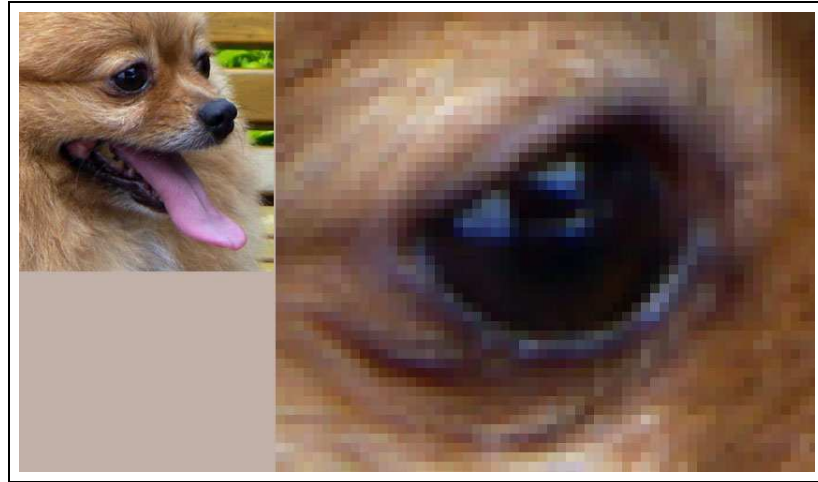
Printed matter cannot emit light; it reflect light from luminous light source only. A traditional painter may apply different colors on his palette to his canvas or paper with paint brush. Nevertheless, printing too many colors on media is not feasible from both the economic and technical point of view. The current CMYK printing method use subtractive color. All colors are reproduced by screening the light (supposed to be white) reflected from either the base on which the colors are printed. The Color pigment of the 4 process color, C, M, Y and K work as filter which "subtract" one primary color from the white light respectively. The above diagram illustrates how the system works. Overlapping different color ink may screen away unwanted primary color from the reflected light. This method only reproduced a smaller color gamuts compared with RGB or PMS color model.



Note: All the brandnames mentioned above belong to their respective owners.

7.4 RESOLUTION OF IMAGE

7.4.1 RESOLUTION OF DIGITAL IMAGE: The resolution of a digital image is defined in terms of pixel per inch (ppi). Pixel is the basic element of a digital image which is square in shape and uniform in color. The quality of an image is positively related to the number of square pixels per inch. When talking about the resolution of a digital image, either a digital photo or an image generated by software, only the original pixel density at 1 to 1 scale is significant. *It does not make too much sense to enhance the resolution using else software in anyway.*



7.4.2 RESOLUTION OF INPUT DEVICES:

7.4.2.1 RESOLUTION OF SCANNER: Both the flatbed scanner and drum scanner scan image pixel by pixel and the resolution is limited by hardware architecture, i.e. the density of sensor of CCD, CMOS or diameter of laser beam. The quality of images reproduced by drum scanners which use laser beam in the process of scanning is the best among all.

7.4.2.2 RESOLUTION OF DIGITAL CAMERA: Digital camera use CCD or CMOS as the light sensing unit. The image size is determined by the number of pixels corresponding to the total number of light sensitive unit on the CCD or CMOS. Once the photo is taken, the resolution of image is also determined

7.4.3. RESOLUTION OF OUTPUT DEVICES:

7.4.3.1 RESOLUTION OF MONITOR: Limited by the hardware architecture, the default resolution of CRT monitor or LCD monitor is only 72dpi or 96dpi. As it is lower than most of the printers or image setters in use, images shown up on monitor in “actual size” cannot be printed at 1:1 scale without any sacrifice of quality.

7.4.3.2 RESOLUTION OF PRINTER: The resolution of printer is defined in terms of dpi (dot per inch) Printers reproduce a pixel with a collection of dots of color ink. For instance, based on the algorithm of postscript language or other printer control language, a 16 x 16 matrix of ink dot pattern is used to represent a 8 bit channel of color. Therefore, for the best result, the printer resolution in terms of dpi must be higher than the image resolution expressed in terms of ppi (pixel per inch). Please refer to 5.4 for details.

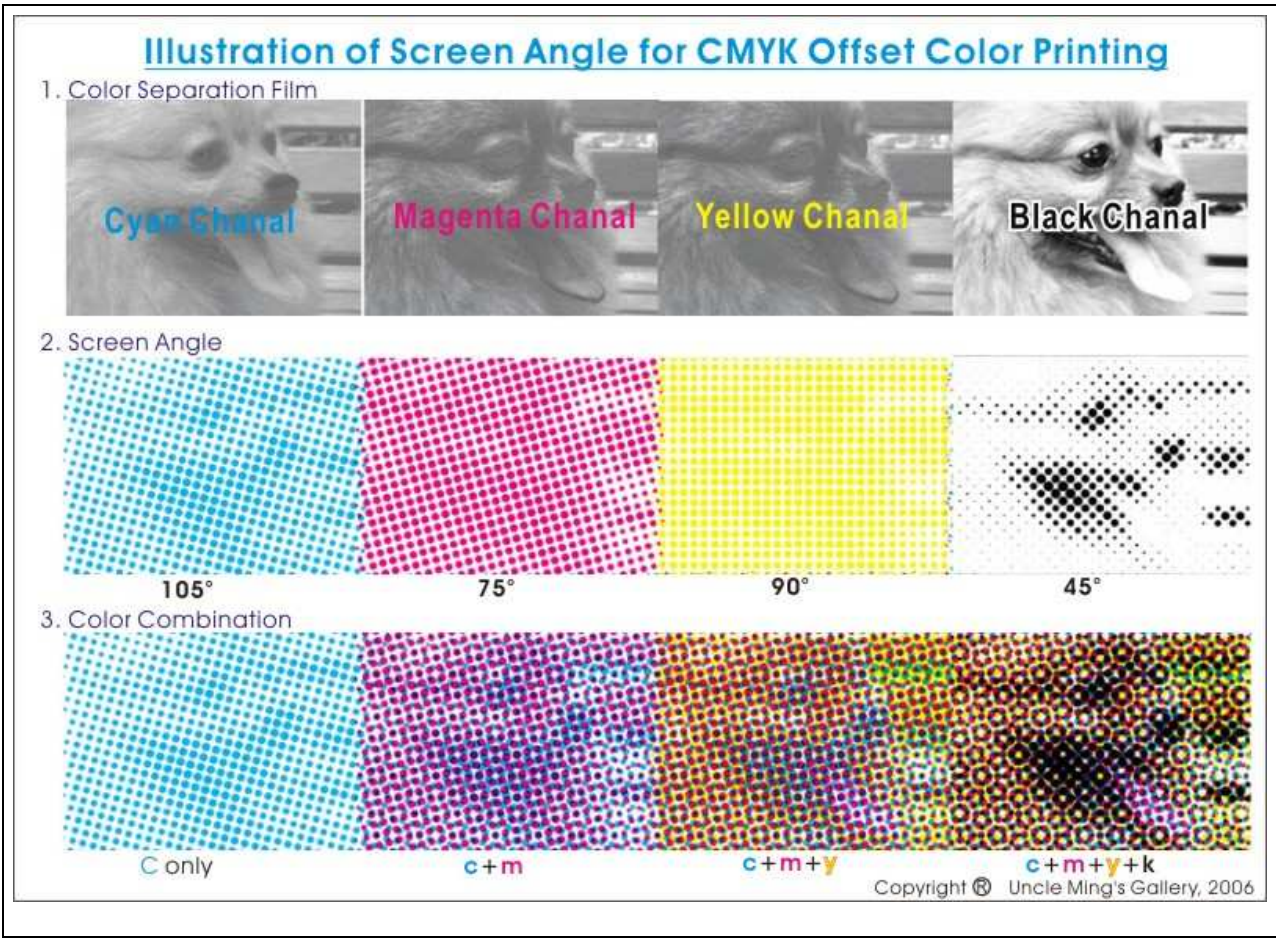
7.4.3.3 RESOLUTION OF IMAGE SETTER:

7.4.3.3.1 Representation of half-tone: Image-setters work in similar way as inkjet printers except it use laser beam instead of ink to produce pattern of dots on film. With a 16 x 16 matrix of dot pattern, 256 grade scale is simulated.

7.4.3.3.2 Mixture of Color and Screen Angle: In multicolor printing, each channel of color of a pixel is represented by a 16 x 16 matrix of dots and a combination of different color dots will reproduce a mixture of color visually under naked eyes. To ensure all the dots are positioned correctly, the matrix of dots must be arranged in certain angle, i.e. screen angle. For CMYK offset printing, If not otherwise specified, the screen angle for the 4 process colors are 105, 75, 90 and 45 respectively, with emulsion of film facing downward.

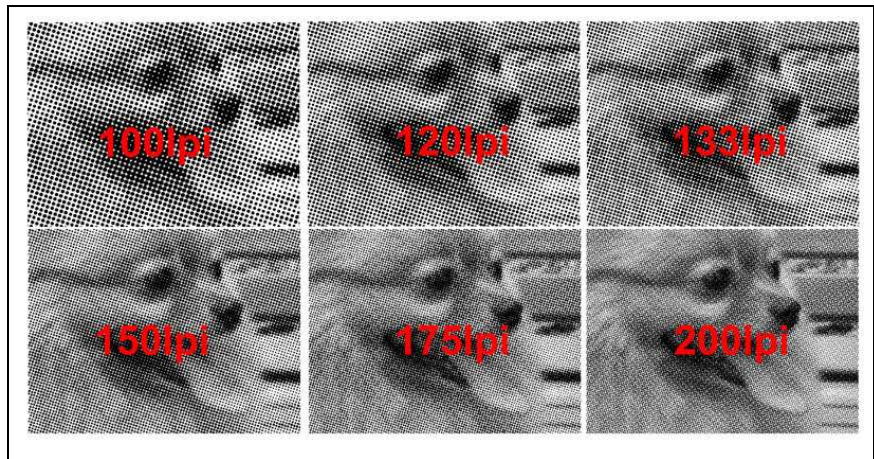
7.4.3.3.3 Quality of Printing and Screen Repetition: Image-setters of higher resolution can produce more lines of dot matrix in one inch. Screen repetition (or screen ruling) means the number of dot matrix lines per inch. Usually, for high quality print job, 175 lpi or even 200 lpi is expected. However, some offset printer can only

print 133 lpi or 100 lpi. If not otherwise specified, 175lpi is assumed to be the screen repetition for high quality CMYK offset print job and 133lpi for mono/multi color stationery printing.



7.4.4 RELATION BETWEEN THE RESOLUTION OF IMAGE AND OUTPUT DEVICES :

Resolution of Output Devices dpi (dot per inch)	Resolution/Screen Repetition lpi (line per inch) 32bit color	Resolution of Image for Output ppi (pixel per inch), 32 bit color
600 dpi laser printer or inkjet printer		72 ppi (75 ppi)
720 dpi inkjet printer		96 ppi (90 ppi)
1200 dpi laser printer or inkjet printer		150 ppi (150 ppi)
1440 dpi inkjet printer		175 ppi (180 ppi)
2540 dpi image-setter	150 lpi; 175 lpi	300 ppi (317.5 ppi)
2880 dpi inkjet printer		350 ppi (360 ppi)
3600 dpi image-setter	200 lpi	350 ppi (450 ppi)



8. STEPS IN MUTI-MEDIA PRODUCTION

8.1 COPYING SERVICE:

8.1.0 Definition of copying service: Making a copy/copies in the same format (i.e. from tape to tape, VCD to VCD, etc.) of the original.

8.1.1 The customer must prove or declare that he/she obtain the appropriate right to make second copy(copies) for the original copy he/she provides.

8.1.2 The original copy should be played back or scanned before the customer to check if the beginning, ending, length and major portions are “good” for copy. If it cannot be played back immediately, the customer need to give a verbal description about the beginning, ending, length and major portions of the original to our staff. Double confirmation will be made via telephone after the laboratory technician checks the integrity of the original.

8.1.3 Upon the delivery of the ordered copy/copies, both the original and copy should be played back to show the integrity of both items. Or the customer reserve the right to return defective item/items to our gallery within 1 week.

8.2 FORMAT CONVERSION SERVICE:

8.2.0 Definition of format conversion: Making a copy/copies of the original in different format or standard (e.g.. from tape to VCD, AVI to Quicktime, NTSC to PAL, etc.)

8.2.1 Follow the steps from 4.1.1 to 4.1.3

8.3 EDITING SERVICE:

8.3.0 Definition of editing: Making a newly organized copy from the original in either the same or different format

8.3.1 The customer must prove or declare that he/she obtain the appropriate right to make copy(copies) for the original he/she provides.

8.3.2 The original should be played back or scanned before the customer to check if the beginning, ending, length and major portions are “good” for copy and editing. The customer is required to give an **EDL (edit decision list)**, which states the beginning, ending and length of each clipping and the overall chronological order of all clippings to our staff. Double confirmation will be made via telephone after the laboratory technician checks the integrity of the original.

剪輯明細表
EDITOR DECISION LIST

片段 SESSION	TIME HH:MM:SS:ss	視頻訊號 VIDEO TRACK		聲頻訊號 SOUND TRACK		OTHERS
		場景 Scene	Subtitle	語音 Voice	Music	
1	Starting					
2	Ending					
3	Starting					
4	Ending					
5	Starting					
6	Ending					
7	Starting					
8	Ending					
9	Starting					
10	Ending					
11	Starting					
12	Ending					
13	Starting					
14	Ending					
15	Starting					
16	Ending					
17	Starting					
18	Ending					
19	Starting					
20	Ending					

8.3.3 Upon the delivery of the edited copy, both the original and copy should be played back to show the integrity of both items. Or the customer reserve the right to return defective item/items to our gallery within 1 week.

8.4 MULTIMEDIA FORMATS AND THEIR COMPRESSION CODEC:

8.4.1 FORMAT OF PHYSICAL LAYER: The following media for recording are acceptable for input or output services: **Cassette; CD DVD, VHS tpaе (Pal*/NTSC**); VHSC tape (Pal/NTSC); Video8(Pal); miniDV and all the media as stated in 2.1.1**

8.4.2. FORMAT OF LOGICAL LAYER:

8.4.2.1 ANALOG MODE: Sound is recorded in analog mode for all traditional recording media such as cassette, VHS tape, VHSc tape, and Video 8 tape. As to video clips, there are Pal, Ntsc, and Secam***

- **Audio Format:** Other than cassette, the sound track of video tape can be separated from video signal. for processing. Both PAL and NTSC systems are acceptable for VHS tape and VHSc tape. Only PAL system is acceptable for Video 8.

- **Movie Format:** Same as audio format except cassette.

8.4.2.2 DIGITAL MODE: The following digital multimedia files stored on appropriate media can be read, decode and processed.

- **Audio Format:** **WAV, MIDI, MP3, RA**

- **Movie Format:** **AVI** (Audio-Video Interleave), **MPEG 1/2/4** (Motion Picture Experts Group); **DAT**(VCD 1.0/VCD 2.0), **MOV** (quicktime movie)
WMV

8.4.3 REFERENCE FOR VIDEO CAPTURE/RECORDING DEVICES

Mode	System	Interface	Media	Application
Analog	Betamax	Composit Ouput	Betamax Cassette	Prof. TV/Ad Production
	VHS/VHSc	Composit Output; S -video	VHS/VHSc Cassette	General Purpose
	Hi8/V8	Composit Output; S -video	VHS/VHSc Cassette	
Digital	Digital Betamax	SDI, Composit Output/S -video	Digital Betacam Cassette	Prof. TV/Ad Production
	DV Camera	firewire/i-link, Composit Output, S -video	DV Cassette, DVD+/-R	General Purpose
	mini DV Camera	firewire/i-link, Composit Output/S -video	miniDV Cassette	

8.4.4 RESOLUTION AND MPEG CODEC:

MPEG-1	Video			Audio		Application
	NTSC (29.7fps)	PAL (25fps)	Bit Rate	Bit Rate	Sampling Rate	
MPEG-1	160x120	160x144	^	^	^	^
	160x240	160x288				
	176x112	176x144				
	320x112	176x288				
	320x240	320x144				
	352x112	320x288				
	352x240	352x288	1.15Mbps	224k bps	44.1k Hz	VCD
MPEG-2	320x480	320x576				
	352x480	352x576				
	368x480	368x576				
	384x480	384x576				
	480x480	480x576	2.4 - 2.6Mbps		44.1k Hz	SVCD
	544x480	544x576				
	640x480	640x576				
	704x480	704x576	v	v	v	v
	720x480	720x576	8.0Mbps	384k bps	48k Hz	DVD

Note:

*NTSC (National Television System),

**PAL (Phase Alternation Line)

***SECAM (Sequential Couleurl a Memoire)

CH9. SAMPLE DOCUMENTS

9.1 DOCUMENTS FOR INTERNAL ADMINISTRATION

9.1.1 EMPLOYMENT APPLICATION FORM

UNCLE MING' GALLERY EMPLOYMENT APPLICATION FORM

職位申請表

下列各項應從實填寫，如發覺失實作犯規按章辦理。

PART 1. 個人資料 PERSONAL PARTICULARS			
姓名 NAME	性別SEX	年齡AGE	身份證號碼 ID NO.
英文姓名ENGLISH NAME		籍貫	國籍
已/未 婚	現居地址		
出生日期 BIRTH DATE	地點 PLACE OF BIRTH		
聯絡電話CONTACT NO.	住宅RES.	手提MOBILE.	其他OTHER
緊急聯絡人 EMERGENCY CONTACT PERSON	電話 TEL:	關係 RELATION	
PART 2. 學歷 ACADEMIC QUALIFICATION:			
小學 PRIMARY	(YR: -)		
	(YR: -)		
中學 SECONDARY	(YR: -)		
	(YR: -)		
公開試 PUBLIC EXAM	HKCEE / AL / GCE/OTH(yr): Chi___; Eng___;Mth___; ___; ___		
HKCEE / AL / GCE/OTH	HKCEE / AL / GCE/OTH(yr): Chi___; Eng___;Mth___; ___; ___		
	HKCEE / AL / GCE/OTH(yr): Chi___; Eng___;Mth___; ___; ___		
大專 TERTIARY	機構 INSTITUTE	科目 SUBJECT	
PART 3. 工作經驗 WORKING EXPERIENCE			
日期 DATE	機構 ORGANISATION	職位 POST	職責 DUTIES

員工規則 STAFF REGULATION

- 所有規則，皆依勞工法例製定。
- 日薪職工入職後，須試工七天，非技術性月薪職工須試工三個月，技術性月薪職工須試工六個月，試工期內，解僱或離職不須提前通知。
- 凡日薪職工如中途離職，必須於七日前提出申請，批准後方得離職，否則賠償七天工資，以代通知。
- 月薪職工如申請離職，必須於壹個月前提出申請，批准後方得離職，否則賠償一個月工資，以代通知。
- 職工如要請假，必須申請批准，否則作曠工論，如有三次曠工記錄作自動離職論。
- 凡日薪工友，如僱方決定停止僱用時，應在七天前通知該職工，否則，應補償七天工資。
- 公司有權調動各職工職位，如不服從調動及犯規，公司可將之解僱而毋須作任何補償。
- 職工如工作未滿七天者，概不發給工資。
- 工作時間服從工作分配，不得擅離工作崗位，更不容許藉故怠工或罷工。
- 不得無故遲到或早退，全糧期內遲到或早退超過兩次時間共超過三十分鐘者，取消勤工獎，遲到或早退均予扣薪處分。
- 所有儀器及機器，須照上級指示方可使用，無故擅動而引起個人損傷或損失，公司概不負責，並須負責賠償公司之損失，盜竊或有意破壞，公司立即開除，嚴重者送警處辦。
- 如有犯規，經上級口頭或書面警告後仍不改善，公司可將之開除，而毋須提前通知或補償。
- 凡月薪者請假必須經負責人批准，僱方可有權扣除該請假日之工資，但視乎該者之日常表現而定。
- 申請人同意公司可向申請人所曾就讀或任職機構查詢核對資料。

本人明白及願意遵守上述事項，以及遵守規則。

申請人簽名:_____

日期:

以下請勿填寫 FOR OFFICE USE ONLY

職位POST:_____試用期 PROBATION PERIOD:_____開工日期 COMMENCEMENT DATE:_____

工資 WAGE:(月薪BY MON)_____(日薪 BY DAY)_____勤工 ATTENDANCE ALLOWANCE _____

車費津貼 TRAVELLING:_____生活津貼 MEAL ALLOWANCE:_____

9.1.2 EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

Employment Agreement, between **Uncle Ming's Gallery** (the "Company") and Mr/Mrs/Miss/Ms _____ (HK ID No. _____) (the "Employee").

1. For good consideration, the Company employs the Employee on the following terms and conditions.
2. Term of Employment: Subject to the provisions for termination set forth below this agreement will begin on _____, unless sooner terminated. The probation period will be _____ month
3. Remuneration:
 - 3.1 Basic salary: The Company shall pay Employee a basic salary of _____ per month payable by, for the services of the Employee, payable at regular payroll periods.
 - 3.2 Allowance: The Company shall pay Employee a travel allowance of _____ per and a food allowance of _____ per working day on condition that employee attend the Company and assume his/her duties before _____ o' clock.
 - 3.3 Attendance Award: The employee will be entitled to the attendance award of _____ payable on half monthly basis if he/she keeps a zero absenteeism record during the payroll period and the accumulated time of lateness is less than 30 minutes for the same payroll period.
 - 3.4 Year end bonus: A year end bonus will be paid to the permanent employee after probation at the last pay day before the Chinese new year. The basic portion is equal to the average monthly salary for the last twelve months plus a performance award based on an appraisal report integrating the feedback from the customers, supervisors and business partners.
 - 3.5 The remuneration will be revised from time to time according to the performance of the Employee. Written notice of adjustment will be issued to the Employee and supersede the aforesaid remuneration scheme as stated from 3.1 to 3.4.
4. Duties and Position: The Company hires the Employee in the capacity of _____. The Employee's duties may be reasonably modified at the Company's direction from time to time.
5. Employee to Devote Full Time to Company: The Employee will devote full time, attention, and energies to the business of the Company and during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.
6. Confidentiality of Proprietary Information: Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.
7. Reimbursement of Expenses: The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment (for marketing department only), travel, and similar items. The Company shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Company policy.
8. Working Day and Time: There shall be 5 1/2 working days per week. The Employee may elect to work on alternative Saturday upon the approval of his/her supervisor. The Employee shall be prepared to work overtime occasionally in seasonal peak month when the excessive orders received. The remuneration for overtime work will be calculated on hourly basis in accordance with the basic salary and allowances.
9. Rest Day, Holiday and Vacation: The Employee shall be entitled to all the statutory holidays and a rest day per week. The permanent Employee shall also be entitled to a yearly vacation of 7 days at full pay after serving every period of 12 months, or calculated on pro-rata basis if the period of service is less than 1 year. The Employee's entitlement to paid annual leave will increase progressively by 1 day for every additional year of service to a maximum of 14 days.
10. Disability: If Employee cannot perform the duties because of illness or incapacity, the compensation due during said illness or incapacity will be paid in accordance to the Labor Ordinance. However, if the Employee is absent from work for any reason for a continuous period of over _____ months, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.
11. Termination of Agreement: Without cause, the Company may terminate this agreement at any time without prior notice during the probation period, or upon 1 month' written notice to the Employee after the probation period. If the Company requests, the Employee will continue to perform his/her duties and be paid his/her regular salary up to the date of termination less MPF required to be withheld. Without cause, the Employee may terminate employment at any time without prior notice during the probation period or upon 1 month written notice to the Company after probation Employee may be required to perform his/her duties and will be paid the regular salary to date of termination less MPF required to be withheld. Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the Employee's employment upon 30 days' notice to the Employee should any of the following events occur:
 - a) The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or

- b) The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or
 - c) The Company's decision to terminate its business and liquidate its assets;
 - d) The merger or consolidation of the Company with another company.
 - e) Bankruptcy or Chapter 11 Reorganization.
12. Death Benefit: Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.
13. Restriction on Post Employment Compensation: For a period of one year after the end of employment, the Employee shall not control, consult to or be employed by any business in direct competition to that conducted by the Company, either by soliciting any of its accounts or by operating within Employer's general trading area.
14. Assistance in Litigation: Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.
15. Effect of Prior Agreements: This agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.
16. Settlement by Arbitration: Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the Labor Ordinance in any law court with jurisdiction.
17. Limited Effect of Waiver by Company. Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.
18. Severability: If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.
19. Assumption of Agreement by Company's Successors and Assignees: The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.
20. Oral Modifications Not Binding: This instrument is the entire agreement of the Company and the Employee. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Signed this ____ day of _____, _____

Portia Mei Ying Cheng
For and on behalf of Uncle Ming' s Gallery

Employee

9.1.3 EMPLOYEE NON-COMPETE AGREEMENT

EMPLOYEE NON-COMPETE AGREEMENT

For good consideration and as an inducement for **Uncle Ming's Gallery** (Company) to employ Mr/Mrs/Miss _____ (ID No.: _____) (Employee), the undersigned Employee hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of one year(s) following termination of employment and notwithstanding the cause or reason for termination.

The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult to or be employed in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and that the provisions of this agreement and reasonably necessary to protect the Company and its good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this ____ day of _____.

Company

Employee

9.1.4 EMPLOYEE NON-DISCLOSURE AGREEMENT

EMPLOYEE NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by *Uncle Ming's Gallery* (Company), the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:

a) Technical information: Methods processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

3. That upon the termination of my employment from the Company:

a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employment. I further agree that I shall not retain any copies, notes or abstracts of the foregoing.

b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this ____ day of _____.

Company

Employee

9.1.5 CIRCULAR

9.1.6 AGENDA & MINUTE FOR GENERAL STAFF MEETING

DATE OF MEETING: _____
TIME OF MEETING: _____
PLACE OF MEETING: _____

Agenda

- I. CALL TO ORDER:
Chairman _____ called the meeting to order at _____.
- II. ROLL CALL
Present:
Absent:
Late:
- III. CHANGES TO THE AGENDA:
There were no changes to the agenda. / _____
- IV. APPROVAL OF MINUTE:
For the Regular/Ad hoc Meeting on _____
It was moved by _____ to approve the minutes of _____, as submitted.
Second by _____.
Yes: _____ Noes: _____ Absent: _____ Abstain: _____
- V. ORAL AND WRITTEN COMMUNICATIONS
There was no public
comment./ _____
- VI. MATTERS AT HAND

- VII. REPORTS BY STAFF
There were no reports from
staff./ _____

- VIII. REPORTS BY DEPARTMENT HEAD/MANAGEMENT

- IX. ADJOURNMENT
Chairman Dutra adjourned the meeting at 8:10 p.m.

Submitted by:

Post

9.1.7 MINUTES OF DIRECTORS' MEETING

MINUTES OF DIRECTORS' MEETING

A regular meeting of the Board of Directors of *Uncle Ming's Gallery* was duly called and held on _____ (date) at _____ (venue) commencing at _____ o'clock a. m.

There were present and participating at the meeting:

With approval of the directors present, _____ acted as Chair of the meeting and _____ recorded the minutes.

On motions duly made and seconded, it was voted that:

1. The minutes of the last meeting of directors be taken as read.

2. That it be further VOTED:

I. Should there _____? The resulting vote was _____ to _____ in favor of _____

II. _____ to be determined at the next scheduled meeting.

There being no further business, the meeting was adjourned.

Date: _____

Secretary

9.2 SAMPLE SALES DOCUMENTS

9.2.1 ENQUIRY FORM

NOTICE TO CUSTOMER

Please READ, COMPLETE, SIGN, and PRESENT this form before making your enquiry. All the data will be kept confidential and handled with care. For details of our privacy policy, you may visit our web-site "www.um-gallery.com". Thank you!!

查詢問價前, 請詳閱以下之表格及聲明後, 填寫, 簽署及蓋章予本公司存檔, 所有資料, 均依本公司之私隱政策處理, 詳盡條款請到訪本公司網站"www.um-gallery.com"

ENQUIRY

I 本人 _____, acting on behalf of 代表
(first name, family name 姓名)
_____, hereby request for the information
(organization 機構)

about 要求提供以下資料 _____
(description of product(s) and/or service(s) 貨品及服務簡述)

Please send us the 並連同 price list/ brochure/ quotation/ sample photo/ sample artwork/ sample
product/ _____
(others)

DECLARATION

聲明

In making the enquiry, I understand that 本人明白:

1. The order placed with Uncle Ming's Gallery must be lawful and comply with all the relevant ordinances.

一切訂購之服務及/或訂造貨品皆需合法

2. All the materials provided by Uncle Ming's Gallery are provided for the reference of cost and technical specification only. All the content, both visual and textual, including logo(s), brandname(s), company name(s) and/or all copyrighted content, if there is any, is/are belong to their owner(s). They are not offered for sale.

一切明心齋提供樣本只供規格參考用,如含版權專利內容,均屬其原擁有者,非作出售,不得挪用

3. All the sample(s), if there is any, must be returned to Uncle Ming's Gallery on or before an pre-agreed upon date or the deposit will be forfeited as compensation for the loss.

樣本需依時退回,否則沒收按金

4. All the sketching(s), image(s), photograph(s), artwork(s) and/or sample(s) is/are the property of Uncle Ming's Gallery. I and/or my organisation will be liable to the responsibilities arising from the distribution of it/them to the third party without the permission from Uncle Ming's Gallery.

明心齋提供圖稿或樣本皆為其財產,本人及代表機構願承擔未經許可分發第三者之後果

I hereby certify all of the above statements are true by signing below:

_____ (_____) this _____ day of _____, 20_____

(signature of customer) (phone number)

REF.: UM/CNT/04enquiry_general

9.2.2 Supplementary Notes to Customers

顧客須知

Supplementary Notes to Customers

No person is allowed to use our services in the following cases :

任何人不得以本公司服務作以下用途

1. The customer intends to create or produce anything that is scandalous, obscene or immoral. 製作誹謗、淫褻或不雅物品
2. The customer intends to create or produce anything that will infringe the privacy of third party. 製作侵犯他人私隱物品
3. The customer intends to create or produce anything that will infringe the copyright of third party. 製作侵犯他人版權物品
4. The customer intend to create or produce anything that will violate any prevailing ordinance 製作任何違法物品

Examples include:

- a. Making copy of newspaper, magazine, book or any kind of press without proper authorization 未經授權, 複製報章, 雜誌書籍或一切刊物;
- B. Making copy of songs, music, drama, movie, TV programs or all kinds of audio/video works without proper authorization
未經授權, 複製歌曲, 音樂, 戲劇, 電影, 電視或一切視聽作品;
- C. Making copy of logo, trademark, image, painting, sketching, photograph or any kind of visual artwork owned by third party
未經授權, 複製商標, 圖像, 繪圖, 照片或任何視藝作品;
- D. Making copy of software, computer programme or any kind of intellectual property without proper licence
未經授權, 複製軟件, 電腦程式或任何知識產權創作;
- E. Making copy of any document that is issued to an identifiable entity without the authorization of the issuer
未經授權, 複製證件;
- F. Making forged copy of any document or product 偽造文件或物品

All critical content such as copyrighted materials, private or personal data for any production order must be provided by the customer together with proper authorization documents. Uncle Ming's Gallery only provide technical know how and/or raw materials for the production per customers instruction and permission. No third party intellectual property or private data is available without the permission of their respective owners. If any person who intends to obtain our service for carrying out the aforesaid activities for whatever purposes by tendering false statement or documents, we have the right to terminate the order and report the case to the relevant authorities immediately. We also reserve all the rights to claim damages due to his/her behaviour. 一切服務或生產之關鍵資料, 如商標, 品牌, 個人或機構資料, 皆由顧客提供並附帶有關授權文件; 本公司不會提供任何第三者之知識產權資料或機密資訊予未經授權人士。任何人如以不誠實聲明, 欲騙取本公司服務而構成以上行為, 不論目的用途, 皆屬違法, 一經發現, 即終止服務, 報官查辦, 並保留追討損失權利。

To ensure the quality of our services, we have installed CCTV (AV)/Telephone monitoring & recording system 為確保一切交易履行準確無誤, 本公司已裝設閉路電視(影音)及電話監錄系統

9.2.3 PRODUCTION AUTHORIZATION LETTER

生產委託授權書 PRODUCTION AUTHORIZATION LETTER (OFFICE COPY)

Please READ, COMPLETE, SIGN, and PRESENT this form before placing your order. All the data will be kept confidential and handled with care. For details of our privacy policy, you may visit our web-site "www.um-gallery.com". Thank you!!

落實訂單前, 請詳閱以下之生產委託授權書後, 填寫, 簽署及蓋章予本公司存檔, 所有資料, 均依本公司之私隱政策處理, 詳盡條款請到訪本公司網站"www.um-gallery.com"

Authorization Letter

I (first name, family name) _____, acting on behalf of (organization) _____ (BR/ID. No.: xxx) at (address) _____, hereby certify that all the materials in the form of hard copy or soft copy (including but not limited to logo(s), trade mark(s), brandname(s), drawing(s), photo(s), script(s), AV clip(s) and/or anything containing copyrighted content if there is any) I am sending to Uncle Ming's Gallery is/are owned by myself/ my organization/ my client. I also certify that I have the right/proper authorization with document to process these materials for accomplishing the task as stipulated in my order/the invoice at a previously agreed upon price. I authorize Uncle Ming's Gallery to perform the task for me/ my organization/ my client and will be liable to all the possible responsibilities thus arise from the production of goods or services.

I hereby certify all of the above statements are true by signing below:

_____ (_____) on this ____ day of _____, 20____.
(signature of customer) (phone number)

授權書

本人(姓名) _____ 代表(機構) _____ (商業登記證/身份證 編號: _____, 位於(登記地址) _____, 證明一切提供予明心齋之材料(包括商標, 品牌, 繪圖, 照片, 文字, 錄像等版權材料), 皆屬本人/代表個體所擁有, 有權/已取得合法授權文件合法委託明心齋依本人指示依議訂價格作處理, 並承擔其一切生產之有關責任。

本人證明上述皆為真實並簽署確認。

_____ (_____) _____ 年 _____ 月 _____ 日
簽署 電話

REF.: UM/CNT/04COPYRIGHT_AUTHORIZATION_LETTER_GENERAL

9.2.3 CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgement between _____ (Company) and _____ (Undersigned).

Whereas, the Company agrees to furnish the Undersigned access to certain confidential information relating to the affairs of the Company solely for purposes of:

1. Testing the computer software product]
2. Printing
3. Copywriting
4. Web-building, web page management, web hosting
5. Network (including Lan, Wan or Internet) maintenance
6. Data processing
7. Others:_____.

Whereas, the Undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential and secret pursuant to the terms of this agreement.

BE IT KNOWN, that the Company has or shall furnish to the Undersigned certain confidential information, described on attached list, and may further allow suppliers, customers, employees or representatives of the Company, all on the following conditions.

1. The Undersigned agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever.
2. No copies may be made or retained of any written information supplied without the consent of the Company.
3. At the conclusion of our discussions, or upon demand by the Company, all original documents, including written notes, photographs, or memoranda shall be promptly returned to the Company. Undersigned shall retain no copies or written documentation relating thereto without the consent of the Company.
4. This information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement, and disclosure by Company is first approved.
5. It is understood that the Undersigned shall have no obligation with respect to any information known by the Undersigned or as may be generally known within the industry prior to date of this agreement, or that shall become common knowledge within the industry thereafter.
6. The Undersigned acknowledges the information disclosed herein is proprietary or trade secrets and in the event of any breach, the Company shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.
7. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
8. This constitutes the entire agreement. Signed this _____ day of _____

Witnessed:

Witness

Company Representative

Witness

Undersigned

9.2.4 CONSULTING SERVICES AGREEMENT

CONSULTING SERVICES AGREEMENT

The parties to this agreement are the following:

Consultant: Uncle Ming's Gallery

at: 97-97A, 1/F, Hunghom Square, 37-39 Matauwai Rd., Hunghom, Kowloon,
Hong Kong

Client: _____

at: _____

The consultant will consult with and advise in the following matters:

i. _____

ii. _____

iii. _____

FEES & EXPENSES:

The consultant's fee for the above services is \$_____ based upon an
estimated duration of _____ days.

A retainer(downpayment/deposit) of \$_____ is immediately due and payable.
Future payments will be made upon completion of this assignment, or in exchange for
the documents provided.

Expenses will be reimbursed upon receipt of the invoice.

Signed under seal this _____ day of _____.

Consultant

Client

9.2.5 AGREEMENT TO EXTEND PERFORMANCE DATE

AGREEMENT TO EXTEND PERFORMANCE DATE

BE IT KNOWN, for good consideration, _____ at
_____, _____ (First Party),
and _____
(Second Party), in and to a certain agreement described as:
_____, agreement. The first party agrees to perform
for the second party
and dated _____ (Agreement), do hereby acknowledge and agree
that:

1. Said Agreement provides that full performance on said Agreement shall be completed on or before _____.
2. That the parties acknowledge that said Agreement cannot be performed and completed on said date and that the parties hereupon desire to extend the performance date, as if said extended date were the original date of performance.
3. That the parties hereby mutually agree that the date for performance be continued and extended to _____, _____ time being of the essence.
4. There is no change in terms or further extension allowed.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this _____ day of _____.

In the presence of:

Witness
Party_____

First

Witness

Second Party

9.2.6 DEMAND FOR OVERDUE PAYMENT

DEMAND FOR PAYMENT

Date: _____

To:

Demand is hereby made that you pay to the undersigned, Uncle Ming' s Gallery, say Hong Kong Dollars _____ (\$) _____, which represents overdue payment as of invoice # _____ dated _____. This sum shall be paid on or before _____, or this will be considered a breach of the sale and purchase agreement between us and I shall demand for penalty on top of the ordinary payment

9.2.6 DEMAND FOR RENT

DEMAND FOR RENT

Date: _____

To:

Demand is hereby made that you pay to the undersigned, _____,
Hong Kong Dollars _____ (\$ _____), which represents past rent as of
_____. This sum shall be paid on or before _____, or the lease
agreement between us shall be declared forfeited and I shall demand surrender of the demised
premises by you as provided in Section _____ of a certain lease agreement between us dated
_____.

9.2.7 FINAL NOTICE BEFORE LEGAL ACTION

FINAL NOTICE BEFORE LEGAL ACTION

Date: _____

To:

Dear Mr. _____

We have repeatedly advised you of your long overdue balance in the amount of Hong Kong Dollars _____ \$ _____.

Since you have not made payment, we have turned your account over to our attorneys and instructed them to commence suit without further delay.

There is still time, however, to avoid suit if you contact us within the next five (5) days.

This will be your final opportunity to resolve matters without the expense of court proceedings.

Very truly,

9.2.8 AGREEMENT TO LEASE

AGREEMENT TO LEASE

This agreement, made this 1st day of January, 1995, between Alex Daniel Clark (hereinafter "Lessor") and Susan Sunshine (hereinafter "Lessee").

Lessor does hereby agree to grant, demise and let, and Lessee does hereby agree to take the four story building at 800 Douglas Entrance, with appurtenances, from the 1st day of February, 1995 to the 31st date of January at the rent or sum of twelve thousand Dollars (\$12,000.00), to be paid as follows: The total payment shall be made in 12 equal monthly installments of \$1,000.00 each. Rent to be paid on the 1st day of each month during the lease.

It is further agreed by and between the parties that the Lessor shall: Maintain the physical appearance of the property including: landscaping and other repairs and maintenance as needed.

It is further agreed by and between the parties that the Lessee shall: be responsible for the payment of all public utilities

It is further agreed that the lease herein provided for shall be executed by the parties hereto on the 1st day of February.

It is further agreed that in the event that the lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take, possession of said premises on the day of February, and the rent to be reserved in the said agreement herein provided for shall commence and be payable from said last mentioned date.

It is further agreed that, in the event that either party hereto shall neglect, refuse or in any way fail to execute the lease herein provided for, at said time and place, then the party in default shall pay to the other party the sum of six thousand Dollars (\$ 6,000.00) as liquidated damages and not as a penalty.

It is further agreed that the lease shall contain the following provisions: After the expiration of the lease dates above the Lessor and Lessee shall continue the same agreement on a month by month basis, until a new lease agreement is drafted to replace this document.
be responsible for the payment of all public utilities

It is further agreed that these presents shall operate only as an agreement to lease, and not as a lease.

IN WITNESS WHEREOF, the parties hereto do set their hands and seals.

Witnessed:

Witness

Landlord

Witness

Tenant

9.2.9 WITHHELD DELIVERY NOTICE

WITHHELD DELIVERY NOTICE

Date: _____

To:

Dear _____:

Reference is made to your order for certain goods under date of _____, as per your Purchase Order No. _____.

We are withholding delivery for the reason(s) marked with a "Yes":

☐ Yes /No Overdue balance of \$_____ must first be paid.

☐ Yes /No Required payment of \$_____ has not been made.

☐ Yes /No You previously withdrew your order.

☐ Yes /No You failed to furnish required shipping instructions.

☐ Yes /No Certain goods are back ordered and shipment will be made in single lot.

☐ Yes /No Other:

(e.g. ☐ The factory sent the wrong merchandise and we are waiting for them to ship the proper merchandise.)

Please respond to this notice so we may fulfill your order without further delay or inconvenience.

Very truly,

9.2.10 QUOTATION

YOUR REF.:

OUR REF.:UM/QUO/_____

DATE: ____/____/19____

QUOTATION (PRINTING)

TO MESSRS:

(ATTN: _____)

(Tel: _____ Fax: _____)

RE: _____

Items	Specification								Unit Price	Amount
	Size	Paper / Media	Color	Printing Method	Lamination	Die Cut	Round Corner	Quantity		
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			
					yes/no	yes/no	yes/no			

TOTAL SAY HONG KONG DOLLARS _____ ONLY

* Please refer to the Terms of Conditions for details

Accepted BY:

Delivered BY:

Date:

Uncle ming's gallery

Date: ____/____/19____

E.& O.E.

9.2.11 GENERAL TERMS AND CONDITIONS (for regular local trading)

GENERAL TERMS AND CONDITIONS

(LAST UPDATED IN OCT., 2004)

1. Method of Payment:

- 1.1 If no prior mutual agreement on the method of payment is made between the two parties, the said price(s) is(are) quoted on **COD** basis and deposit equal to 30% of the amount must be paid upon the confirmation of order.
- 1.2 All payments are to be made by cash or **crossed cheque** payable to "**Uncle Ming's Gallery**"
- 1.3 If the customer cancels the order unilaterally without good reason(s), all the deposit will be forfeited to pay off the cost accrued in the production process and Uncle Ming's Gallery will reserve the right to sue for the discrepancy if the deposit is not sufficient to cover the loss thus arises.

2. Validity of Price:

- 2.1 This quotation will be valid through **ONE** month since the date of issue and subject to change without notice. The price will be fixed upon the confirmation of order by both parties.
- 2.2 The quoted price(s) is(are) only valid for the specified quantity(quantities) only. New quotation should be requested if different quantity(quantities) of goods or services is (are) ordered.

3. Delivery of Goods

- 3.1 If not otherwise specified, the delivery of goods will be made within **10 working days** after the confirmation of order or artwork whichever is later.
- 3.2 In case of failure to deliver the ordered items to the customer on or before the specified delivery date, the customer may choose to cancel the purchase and receive full amount of the deposit or down payment paid upon the placement of the order.
- 3.3 If not otherwise specified, the customer should bear the delivery cost.
- 3.4 The customer must check the genuineness or specifications of goods upon the collection and undersign on the invoice for verification of acceptance. No refund will be allowed for non-defective articles.

4. Legal Responsibility and Disclaimer

- 4.1 The customer must be liable to the legal responsibility for the production of the service(s) or product(s) as specified by him/her. We reserve the right to terminate the contract unilaterally without any compensation if no proper document of authorization can be shown to us upon our request for using copyrighted content such as logo(s), brandname(s) or design(s), or we have good reasons to believe that he/she intends to create or produce anything that will be scandalous, obscene or immoral, or infringe the privacy of third party.
- 4.2 The product or the content of product should comply with all the relevant ordinances if not mentioned above. The customer must be liable to all the damages or claim arising from the production of the product(s) and/or service(s)
- 4.3 For all OEM/ODM or custom design product orders, we reserve the right to keep reasonable quantity of samples for documentation and/or demonstration purposes. **All the samples will be treated in good faith and will not be abused in any way.**
- 4.4 Please refer to our "**privacy policy**" for details about our liability and its limitation to personal(private) data.

5. Claim for Defective Articles, Delay or Nonperformance

- 5.1 Claim for replacement or refund for defective articles must be made **within 7 days** since the day of delivery.
- 5.2 The claim of customer for delay or nonperformance due to **Force Majeure** is limited to the deposit or downpayment only, the supplier, "**Uncle Ming's Gallery**" shall not be liable to the customer for any losses and liabilities of any kind arising from any cause beyond its reasonable control including act of God, government act, war, fire, flood, accident, industrial dispute or impossibility of obtaining materials.
- 5.3 In the case that customer supplies the raw material or middle product for processing, a reasonable percentage of wastage must be assumed and accepted. The customer should understand that wastage during the production process is unavoidable and must accept that no compensation will be promised for the wastage. All wasted materials will be returned to the customer
6. **Placement and Confirmation of Order:** Order for the said articles may be confirmed by either undersigning on this quotation/invoice with company chop if there is any, or sending us the official purchase order with authorized signature and company chop.

SUPPLEMENTS TO THE TERMS AND CONDITIONS FOR PRINTING:

1. Standard of Printing

- 1.1. The customer should understand that in the same batch printing of every print job, there may be as much as +/-5% discrepancy in the reproduction of color with reference to the Pantone Processing Color Guide or equivalent. This should not be interpreted as defective or nonstandard products.
- 1.2. The customer should understand that in different batch printings of the same print job, there may be as much as +/-5% discrepancy in the reproduction of color for full color (i.e. CMYK) printing or 10% for Mono/Multi-color printing with reference to the Pantone Processing Color Guide or equivalent. This should not be interpreted as defective or non-standard products.
- 1.3. The customer should understand that printing on different media will result in unpredictable result in the reproduction of color. This should not be interpreted as defective or nonstandard products.
- 1.4 There is no guarantee for the reproduction of special effect created by methods such as texture pasting, plug-in filters, color distortion and all those techniques which are deemed not to be repeatable. For the purpose of pursuing best result, the customer may request for test printing or press proof provided he/she pays for the cost thus arises.

2. Storage Service Relating to Printing

- 2.1 Artwork: Uncle Ming's Gallery will keep the soft copy of graphical or color artwork for 5 years and typing for 6 months free of charge. However, there is no compensation for the corruption or loss of soft copy of artwork due to hardware failure or **Force Majeure**.
- 2.2 Lithographic Plate and Film: Lithographic plate for each print job will be kept for 3 months and the preservation of film will be limited to 6 months.
- 2.3 Uncle Ming's Gallery may have the right to keep either hard copy or soft copy of all the artwork for printing. **All the copies or data in record will be treated in good faith and will not be abused in any way except in case of Force Majeure.**
- 2.4 The customer must pay for the cost of film if he/she request to keep the film by himself/herself except there is prior agreement concerning the disposal of film upon the confirmation of order. In any case, the lithographic plate will only be kept by printer or Uncle Ming's Gallery.

3. Artwork and Film Production Service:

- 3.1 Scope of Service: The said services include all the pre-press steps **except design** in the production of an artwork and film for printing, e.g.. drawing, typesetting, scanning, photo-taking, color separation, film output, proofing and dummy making.
- 3.2 Amendment: For all those amendments not due to our fault must be fully paid up by the customer. Request for amendment must be made in writing or drawing with clear and precise instruction(s) or marking(s) on it. **Oral instruction is not acceptable** to avoid mistake(s) arising from ambiguity or misinterpretation of words.

SUPPLEMENTS TO THE TERMS AND CONDITIONS FOR DESIGN:

1. **Definition of Design:** Creation of graphical artwork, decorating ornament, arrangement of any kind of objects and/or presentation of ideas concerning the aforesaid services in an organized way such as plan, sketching, photograph, slide, sound track, videotape, film, computer graphic, etc..
2. **Amendment:** The customer may request for 2 minor amendments to the provisional design. Additional amendments and draft artwork are subject to studio charge at current time rate.
3. **Fee:** The customer must pay at least 50% of the total projected charge for the design in any form as deposit and fully pay up the cost of film, plate, press proof and/or anything produced in the course of production even he/she declines to accept the design and surrender all the film, plate, press proof or else amid the production process for any reason.
4. **Copyright:** The customer who fully pay up all the service charge will have the copyright to the finished artwork or design as a whole except those individual composing elements including visual content such as clip arts, images, photographs, etc., or verbal content such as slang, quotations, old sayings, etc. from either Uncle Ming's Gallery or third party. Uncle Ming's Gallery reserve the right to keep reasonable copies of the artwork/design for the purpose of job record or presentation of samples in self-promotion activities

9.2.12 WARRANTY POLICY

WARRANTY POLICY

1. Customer must present this invoice when warranty service is requested during warranty period
2. The warranty will be treated as void if:
 - a) the invoice is lost, misplaced or amended.
 - b) the unit is damaged in transit or misused after your purchase.
 - c) the unit has not been installed, maintained or operated in accordance with the instruction furnished by the manufacturer.
 - d) any unauthorized repair or modification carried out on the unit.
3. Any costs of transport are on account of purchaser.
4. Warranty will not cover those damages due to:
 - a) operation which is not specified on the user's manual.
 - b) fault voltage supply.
 - c) fire, flood, or any other will-of-god.
4. The limited warranty period for the product is 6 months since the date of purchase.
5. Please return faulty product in original packaging. If original packaging is not available, return product in suitable protective packaging to prevent physical damage.
6. A testing charge will be made if the returned product is found to be in proper working order.
7. In case no spare part is available for repairing due to the termination of the production of the model, the faulty product will only be replaced by similar model of equal value

9.2.13 WAIVER AND ASSUMPTION OF RISK

WAIVER AND ASSUMPTION OF RISK

The undersigned, _____ (Customer), voluntarily makes and grants this Waiver and Assumption of Risk in favor of _____ (Seller) as partial consideration (in addition to monies paid to Seller) for the opportunity to use the facilities, equipment, materials and/or other assets of Seller; and/or to receive assistance, training, guidance, tutelage and/or instruction from the personnel of Seller; and/or to engage in the activities, events, sports, festivities and/or gatherings sponsored by Seller; I do hereby waive and release any and all claims whether in contract or of personal injury, bodily injury, property damage, damages, losses and/or death that may arise from my aforementioned use or receipt, as I understand and recognize that there are certain risks, dangers and perils connected with such use and/or receipt, which I hereby acknowledge have been fully explained to me and which I fully understand, and which I nevertheless accept, assume and undertake after inquiry and investigation of extent, duration and completeness wholly satisfactory and acceptable to me.

I further agree to use my best judgment in undertaking these activities, use and/or receipt and to faithfully adhere to all safety instructions and recommendations, whether oral or written. I hereby certify that I am a competent adult assuming these risks of my own free will, being under no compulsion or duress. This Waiver and Assumption of Risk is effective from _____, to _____, inclusive, and may not be revoked, altered, amended, rescinded or voided without the express prior written consent of Seller.

(Customer)

Print Name

Date

Customer's Signature

32
Age

Address

9.3 SAMPLE DOCUMENTS FOR PURCHASE AND SUB-CONTRACTION

9.3.1 APPOINTMENT OF DEALER/DISTRIBUTOR

Your Ref.:

Our Ref.:

Date:

_____ (Name of Appointed Dealer/Distributor)

_____ (Co., Name)

_____ (Co. Address)

SUBJECT: Authorization of Distributor/Dealer

Dear _____,

_____ hereby names _____ as its sole authorized distributor for the "Huapeng" glassware in the region of Hong Kong SAR. By signing this letter, _____ hereby authorizes _____ to offer products/service under the brand name of _____ supplied by _____ on wholesaling and retailing basis pursuant to the Terms and Conditions attached to the Price List of "Huapeng" Glassware issued by _____

The authorization to _____ set forth in this letter shall remain effective until _____ has withdrawn its authorization to _____ or until _____ has surrendered the authorization back to _____. In either case, one month prior notice must be given by the party who intends to terminate the contract unilaterally. _____ is authorized to set the wholesaling and retailing price for the _____ in the region of Hong Kong SAR.

Sincerely yours,

Authorized Signature

For and on behalf of _____,

9.3.2 Appointment of Sub-contractor

CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____, by and between _____, hereinafter called the Contractor, and _____, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property located at: _____.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before _____ and shall be substantially completed on or before _____. Time is of the essence.

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of (\$) _____, subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following: _____.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees of subcontractors.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of _____ months following completion.

ARTICLE 6. OTHER TERMS

Signed this _____ day of _____, _____.

Signed in the presence of:

Witness By _____ Contractor

Witness By _____ Owner

9.3.3 Purchase Order