



BENNY KONG & YEUNG  
SOLICITORS

江炳滔律師事務所

Agents for Patents, Trade Marks and Designs  
專利、商標及外觀設計註冊代理人

知識產權  
管理計劃  
IPMM

DATE: 29<sup>th</sup> April 2010  
OUR REF: 13287-L/BK/B/126-oriental  
YOUR REF: Ms. Jennifer Chong/ Ms. Elsie Lau  
REPLY TO: Direct e-mail: [elsielau@bk.com.hk](mailto:elsielau@bk.com.hk)

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**BY POST BY FAX (86-574-65185817)**

Ninghai New Oriental Plastic Industry Co., Ltd.  
Binhai Industrial Park,  
Xidian Town, Ninghai, Xidian,  
Zhejiang, China 315000

Dear Sirs,

**Re: Infringement of Copyright**  
**Respondent: Ninghai New Oriental Plastic Industry Co Ltd**

We act for Honwell Products (HK) Limited.

Our client is the owner of the copyright subsisting in original artistic works in relation to the design of its popular led light products with model nos. H640, H696, H703 and H740 ("our client's Products"). Our client has the right to take legal action to protect the said copyright which is protected under the laws in various countries of the World, including Hong Kong and PRC.

Copies of the photographs featuring our client's Products marked **Annexure A** are enclosed.

It has come to our client's attention that you have been promoting, offering for sale, distributing and/or exposing for sale led light products named "Led Cabinet Light" with model no. NDF5028, "10 LED Wireless LED light" with model no. NDF5001, "3X3 LED" with model no. NDF5005 and "3 LED" with model no. NDF5007 ("the Infringing Products"), which are reproductions or contain substantial reproductions of our client's Products.

A copy of the catalogue featuring the Infringing Products marked **Annexure B** is enclosed

In particular, you featured, offered and/or exposed for sale and sale of the Infringing Products at booth no. GHG 29 at the Hong Kong Electronics Fair (Spring Edition) 2010 at Hong Kong Convention and Exhibition Centre.

By such unauthorised acts in dealing with the Infringing Products, you have infringed our client's copyright. You are demanded to immediately stop all dealings in and with the Infringing Products and to confirm that you will comply with the following:-

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29<sup>th</sup> April 2010  
Ninghai New Oriental Plastic Industry Co Ltd

1. **Forthwith cease** all offer and/or exposure for sale and/or possession or howsoever any dealings in or with the Infringing Products.
2. You undertake to stop dealing in or with the Infringing Products in the future.
3. You do deliver up to our client all items of Infringing Products, together with any pamphlets, magazines or other advertising media relating thereto.
4. You do disclose, by means of a Statutory Declaration, all of your dealings in or with the Infringing Products, including the name and address of the supplier(s) of the Infringing Products; and exhibiting thereto all purchase documents, receipts and invoices relating to your dealings in or with the Infringing Products.
5. You will pay to our client damages at such amount to be assessed by the Court, if not agreed.
6. You will pay to our client costs at such amount to be assessed by the Court, if not agreed.

Our client will also require you to execute a Deed of Undertaking to the above effect.

You are requested to cease all offer and/or exposure for sale and/or possession or purchase or howsoever dealings in or with products bearing the Infringing Product **forthwith** or our client will institute Court proceedings against you without further notice for injunctions, orders for delivery up, disclosure, legal costs and damages to compensate our client's losses.

If you have any questions, please contact our Ms. Elsie Lau at (+852) 2519 3567.

如對以上有任何問題，請與本行劉小姐聯絡（電話 +852-2519-3567）。

Yours faithfully,

BK & Y

BENNY KONG & YEUNG, Solicitors

Encl

JC/llk

c.c. client

# Annexure A

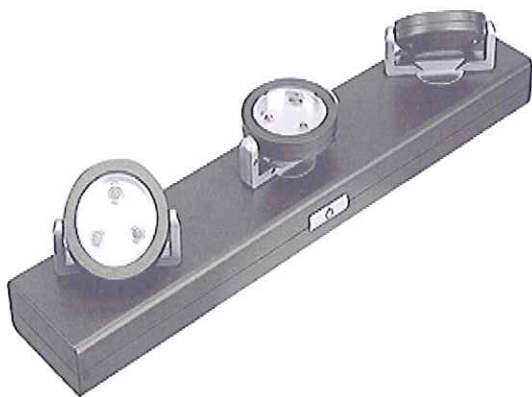
## Our client's Products



**“Wireless LED Under Cabinet Light”  
with model no. H-640**



**“Wireless LED Wall Light” with  
model no. H-696**



**“Wireless LED Track Lighting” with  
model no. H-703**



**“Wireless LED Spotlight” with model  
no. H-740**

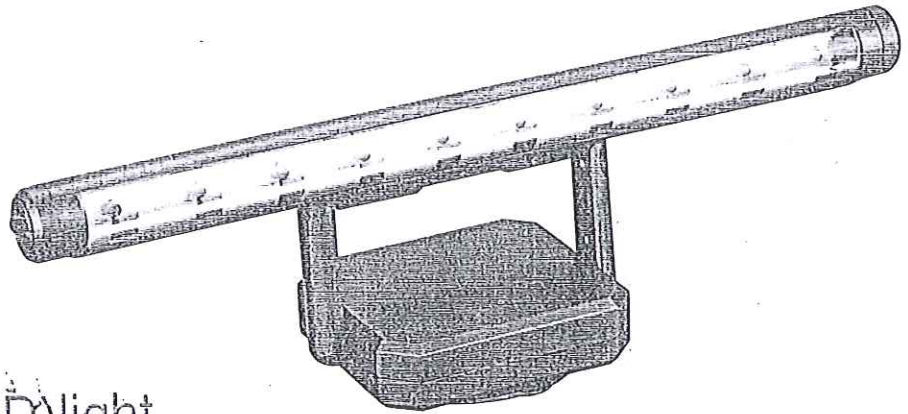
# **Annexure B**

**The Infringing Products named “Led Cabinet Light” with model no. NDF5028,**  
**“10 LED Wireless LED light” with**  
**model no. NDF5001, “3X3 LED” with**  
**model no. NDF5005, “3 LED” with**  
**model no. NDF5007**

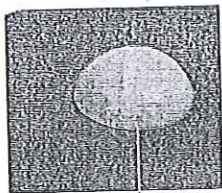
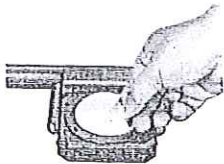
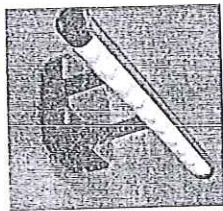
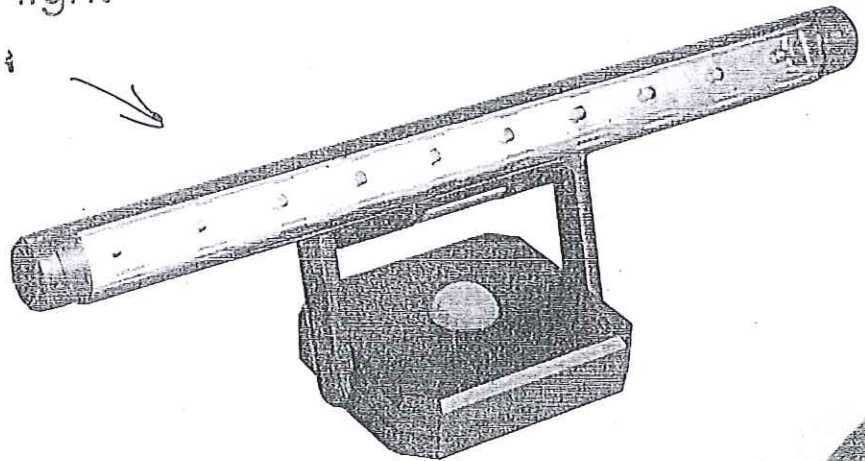
LED CABINET LIGHT



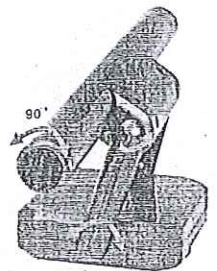
X / Sample



10 LED  
Wireless LED light



SENSOR



Adjustable arm

NDP-5001

Battery: 3X1.5V AA

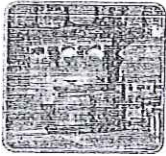
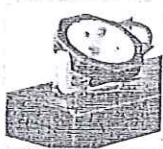
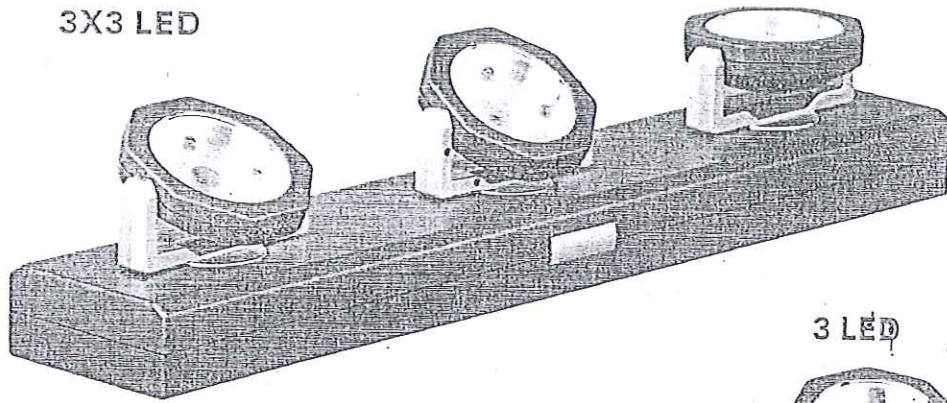
Carton Size: 48x36x46=48pcs

G.W/N.W: 10/9Kg

Size: 307\*129\*236mm

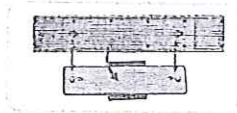
GH 629

3X3 LED

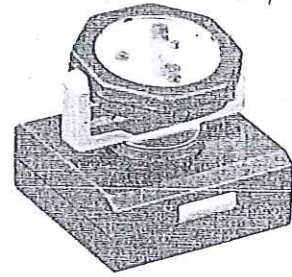


NDP-6006

Battery: 6X1.5V AAA  
Carton Size: 55X32.5X45=60pcs color box  
G.W/N.W: 11/10Kg  
Size: 311\*62\*53mm



3 LED

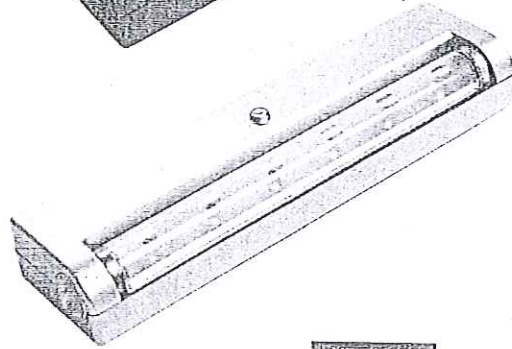
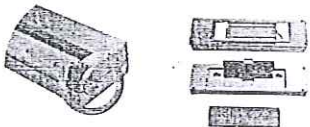
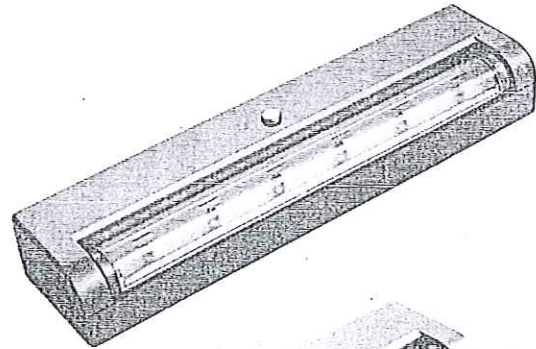
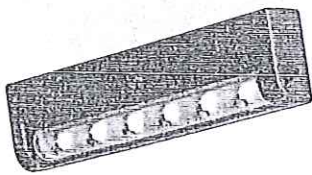


NDP-5007

Battery: 3X1.5V AAA  
Carton Size: 55X32.5X28=72pcs color box  
G.W/N.W: 8/7Kg  
Size: 64\*64\*55mm

X 2 Sample.

X 2 Sample.



NDP-5028

CARTON SIZE: 40x25x30=48pcs COLOR BOX  
G.W/N.W: 8/7KG  
BATTERY: 3X1.5V AAA  
Size: 228\*56\*33mm

阿日石上層板