

EDWARDS Standard Terms of Sale for Equipment and Services

1 SCOPE

- 1.1 In these Standard Terms: "**Equipment**" means standard and non-standard equipment that include hardware, device, other tangible items, machinery, and parts (or any of them); "**Services**" means any standard or non-standard services provided by Seller, including repair or replacement under these Standard Terms; "**Order**" means a purchase order placed by Buyer to Seller for the purchase of Equipment or Services; "**Buyer**" means the party buying the Equipment, Parts and Services, and may also be referred to in the Contract/Order/Quotation as "**Party A**" and shall include, if the context so permits, its agents or subcontractors; "**Seller**" means the party selling the Equipment, Parts and Services and may also be referred to as "**Party B**" in the Contract/Order/Quotation; "**Buyer**" and "**Seller**" are hereinafter collectively referred to as the "**Parties**" and referred to as a "**Party**" separately; "**day**" means a "calendar day".
- 1.2 These Standard Terms shall apply to all sales of Equipment and Services between Buyer and Seller unless otherwise agreed in writing by the Parties. The Contract, Standard Terms, and other appendixes to the Contract constitute the entire agreement between the Parties. The Standard Terms and the Contract/Order/Quotation constitute the complete transaction documents, and in case of any inconsistency between Contract/Order/Quotation and these Standard Terms, the latter shall prevail except for Clause 12.7 of these Standard Terms.
- 1.3 No modification to these Standard Terms shall be valid unless in writing and duly signed by a person authorized by Supplier.
- 1.4 No trade usage, precedent of trade or any acquiescence in the course of performance may constitute a supplement to these Standard Terms unless agreed upon by Buyer and Seller.
- 1.5 If the Contract/Order/Quotation is for the sale of Equipment only and does not include any Services, the service-related provisions of these Standard Terms shall not apply.
- 1.6 The invalidity of any provision of these Standard Terms/Contract/Order shall not affect the validity of other provisions not related thereto.
- 1.7 Once an Order has been accepted by Buyer, these Standard Terms shall constitute a contract or agreement between Buyer and Seller for the sale of Equipment and Services.

2 OFFER AND ACCEPTANCE

- 2.1 All Orders are subject to acceptance by the Seller. Seller reserves the right to accept or reject any Contract/Order, in whole or in part, and to make a counter-offer to Buyer that contains additional or different terms (including the terms and conditions of these Standard Terms) ("**Counter-Offer**").
- 2.2 Seller shall normally inform within thirty (30) days upon receipt of an Order whether it will accept the Order. Seller shall not be bound by any obligations except that Seller accepts the Order in writing or that the Equipment has been provided to Buyer prior to such acceptance.
- 2.3 All acceptance by Seller of an Order shall be conditional upon Buyer's acceptance of any Counter-Offer by Seller. Buyer may accept a Counter-Offer either by written confirmation, acceptance of the Equipment or payment for the Equipment, or in any other manner. Buyer may reject a Counter-Offer in writing within ten (10) days upon receipt, otherwise, Buyer shall be deemed to have accepted such Counter-Offer.
- 2.4 Upon Buyer's acceptance of a Counter-Offer, any provision of the Order or other Buyer documents that limits or restricts any such acceptance shall be null and void. Buyer agrees that Seller's failure to expressly object to any such terms or conditions shall not constitute Seller's acceptance thereof, nor shall it constitute Seller's acceptance of any waiver or modification of these Standard Terms.
- 2.5 Once an Order or Counter-Offer is accepted, these Standard Terms (including the accepted Order or the accepted Counter-Offer) shall constitute a contract between Buyer and Seller for Equipment or Services. An accepted Order or Counter-Offer may not be revoked, cancelled or modified except by mutual written consent of the Buyer and Seller.
- 2.6 For an Order which, in Seller's reasonable judgment, is expedited or urgent, Seller can make a Counter-Offer to Buyer at its premium rate. The Counter-Offer shall become effective upon acceptance by Buyer.

3 PRICE QUOTATIONS

- 3.1 Prices quoted for Standard Equipment remain valid for thirty (30) days from the Quotation date unless otherwise agreed in writing by the Parties.
- 3.2 Prices quoted for Non-Standard Equipment are estimates and may be increased without notice in the event of increases in Seller's costs of: (1) transport, labor and materials; (2) handling and complying with laws and regulations concerning hazardous materials; (3) handling, delivery and shipping; (4) energy or fuels; and/or (5) any other costs of supply or of Seller's performance arising between the time of quotation and the time of Supply.
- 3.3 Quotations for the above Equipment do not include costs for Services, installation and commissioning, unless otherwise agreed in writing by the Parties.
- 3.4 Prices quoted for the Services remain valid for ninety (90) days from the Quotation date unless otherwise agreed in writing by the Buyer and Seller. The Seller may propose additional processing and special handling after inspection on the Equipment. Unless expressly stated by Seller in Quotation, the quoted rate does not

include the costs for additional processing or special handling not indicated in the quotation requested by Buyer. Prior to such additional processing or special handling, Seller shall offer Buyer with rates for such costs and shall not commence providing such additional processing or special handling until Buyer's written confirmation of such rates has been obtained.

- 3.5 Once the Quotation has been accepted by Buyer, Quotation and these Standard Terms shall constitute the contract between the Parties. The accepted Quotation may not be unilaterally revoked, cancelled or modified by either Party unless otherwise agreed by Buyer and Seller.

4 PRICE AND PAYMENT

- 4.1 The Contract/Order/Quotation is exclusive of any relevant taxes unless otherwise expressly agreed by the Parties. The relevant taxes and fees referred to herein include, but are not limited to, value added tax, national and/or local taxes, sales taxes, and levies and duties of any nature whatsoever applicable to the Equipment and/or Services.
- 4.2 All taxes shall be paid by Buyer, unless Buyer provides Seller with an exemption certificate acceptable to the relevant taxing authority.
- 4.3 The timing of payment is critical. Late payment by Buyer entitles Seller to refuse the delivery.
- 4.4 If the Equipment is delivered in batches, with the prior written consent of Seller, Buyer shall be entitled to pay the total price of each batch of delivered Equipment as agreed in the Contract.
- 4.5 The Contract/Order number shall be indicated when Buyer makes payment to Seller. Otherwise, Seller shall have the right to specify the corresponding Contract/Order for such payment at its own discretion.
- 4.6 Seller may invoice Buyer according to the price finally agreed upon by the Parties, the time of invoicing being at Seller's discretion. The VAT and other related taxes shall be calculated by Seller in accordance with the laws and regulations in force at the time of invoicing. If Buyer has any objection to the invoice, it shall be submitted to Seller in writing within three (3) days upon receipt of the invoice, otherwise Buyer shall be deemed to have received the invoice that meets the requirements.
- 4.7 All amounts are to be made in RMB, unless otherwise agreed in writing by the Parties. If Buyer specifies a different currency, Seller reserves the right to amend the quoted price by any amount to cover movements in the exchange rate between the relevant currency.
- 4.8 Any sum due by Buyer may be offset by Seller against any sums due by Seller to Buyer under any Contract.

5 SERVICES CONDITIONS

- 5.1 Buyer guarantees that the Equipment will fully meet the following requirements from the date of installation until the time of Services acceptance:
- (1) The Equipment will be operated and routinely inspected and maintained in accordance with the operation manual;
 - (2) The Equipment will be operated in a recommended and approved operating environment;
 - (3) No changes in operating conditions or installation conditions have occurred.
- 5.2 Buyer shall provide all operating documents, drawings, test certificates and maintenance inspection reports related to the Equipment as requested by Seller.
- 5.3 Seller has the right to carry out a risk assessment including, but not limited to, on the Equipment, Buyer's environment, Buyer's work practices, tools provided by Buyer to assist, etc. Buyer shall provide all necessary access and cooperation to enable Seller to carry out the risk assessment. Seller shall not be obligated to provide Services on any Equipment which, in Seller's reasonable opinion, has been used in an improper manner or for an improper purpose, or has not been operated or maintained in accordance with the manufacturer's operating instructions and other requirements notified by Seller, or is so old or so worn out that its Services cost would be prohibitively expensive, or is in any unsafe condition.
- 5.4 Buyer shall ensure that the Equipment and working environment are free from health and safety risks unless Buyer notifies Seller in advance in writing and Seller expressly accepts in writing. Seller may refuse to provide any Equipment and Services without liability for breach of contract if, in Seller's opinion, Buyer fails to control health and safety risks to Seller's satisfaction.
- 5.5 Waste and wastewater generated in Buyer's work environment as a result of the Equipment or Services shall be disposed by Buyer.

6 EQUIPMENT DELIVERY

- 6.1 Delivery time and other requirements for contract performance are estimated by Seller, who shall have the right to delay delivery until all documentation required to be provided by Buyer is complete or other conditions (including settlement of account in arrears) are met. Seller shall not be liable for delays in the supply of raw materials, labor and management problems due to force majeure and the resulting costs, losses and scheduled liquidated damages. In case of delay, the Parties shall adjust the completion time in accordance with the principle of equity, and jointly bear other expenses arising therefrom. Seller shall notify Buyer immediately if Seller expects that delivery time may be earlier or later than the time required by Buyer.
- 6.2 Seller will deliver the Equipment to the delivery address specified in the Contract/Order according to the Buyer's requirements. In absence of such address in the Contract/Order, Buyer's contact address shall be the specified delivery address. The transportation method shall be determined by Seller, and the transportation-related costs shall be borne by Buyer. Any costs incurred by Buyer for changing the delivery address or the consignee will be borne by Buyer.

- 6.3 Seller shall pack the Equipment in accordance with good commercial practice. Buyer shall notify Seller in writing no later than ten (10) days prior to the delivery date if Buyer has additional packaging requirements and shall bear the related costs.
- 6.4 Upon receipt of the goods, Buyer shall sign or stamp the delivery list of Seller for confirmation; otherwise, Seller will have the right to refuse to hand over the Equipment to Buyer. All resulting costs and liabilities for late delivery shall be borne by Buyer.
- 6.5 Buyer shall pick up or take delivery of the Equipment in accordance with the agreed delivery time and the delivery place, failing which, Seller shall have the right to arrange storage of the Equipment at Buyer's risk and expense, and Buyer shall pay Seller the warehousing fee at 5% of the total price of the Equipment per day for every seven (7) days after the stipulated delivery time.
- 6.6 Each batch of the Equipment delivered shall be considered a separate and independent transaction unless Buyer specifically requests "one-time delivery" in the Order. These conditions shall apply to each batch of the Equipment delivered, regardless of subsequent deliveries, and Seller shall have the right to invoice Buyer separately for each batch of the Equipment delivered. Delay in delivery of the Equipment in any one batch shall not relieve Buyer of the obligation to accept the remaining deliveries. Supplier may suspend shipment of any unfulfilled Contract between the Parties in the event of any act or omission on the part of Buyer or if Buyer is in material breach of Buyer's obligations under a Contract, whether separate or not.

7 INSPECTION AND TESTING

- 7.1 All the Equipment shall be subject to inspection and proper testing by Seller prior to delivery to Buyer.
- 7.2 If Buyer requests for tests or trial runs and Buyer does not attend such tests after fourteen (14) days' notice, Seller will conduct the tests in Buyer's absence and the Equipment will be deemed accepted.
- 7.3 The damaged Equipment and packaging must be preserved for inspection by Seller and/or the carrier.
- 7.4 Equipment Acceptance: If Buyer considers the Equipment to be damaged in appearance or short of quantity, it shall be stated in writing on the delivery note immediately upon receipt of the Equipment; if Buyer has any objection to the performance of the Equipment, it shall be submitted in writing within ten (10) days upon receipt of the goods. Otherwise, the Equipment is considered to have been qualified for acceptance.
- 7.5 PARTS ACCEPTANCE: Upon receipt of the parts, Buyer shall open the boxes and check on the spot the quantity, variety, type and appearance of the parts, and sign the receipt after confirming that the parts are in good condition; If there is any problem, Buyer shall raise objection to the carrier and write it down on the delivery note, otherwise the parts shall be regarded as qualified for acceptance.
- 7.6 SERVICE ACCEPTANCE: Unless otherwise agreed in writing by the Parties, Buyer shall complete acceptance on the spot of the Services as agreed in the Contract/Order after Seller completes the Services or delivers the Equipment. Seller will send the service report to Buyer via email, and any objection by Buyer shall be submitted to Seller in writing within one (1) week upon receipt of the service report, otherwise all services shall be deemed accepted.
- 7.7 If Buyer has additional acceptance requirements, it shall be stated in the Contract/Order, otherwise all costs arising from Buyer's additional acceptance criteria and additional acceptance work shall be borne by Buyer.

8 RETENTION AND TRANSFER OF TITLE

- 8.1 Equipment shall remain Seller's property until Buyer has made full payment as agreed between the Parties.
- 8.2 Until Buyer acquires the title to the Equipment, the Equipment shall be held by Buyer as bailee for Seller (at no cost to Seller), separately from all other goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property. Buyer shall not mortgage, pledge, lease, or in any way transfer the Equipment to a third party, or damage, remove or obscure any identifying marks or packaging on or associated with the Equipment.
- 8.3 Buyer shall maintain the Equipment in satisfactory condition until payment is made, keep the Equipment insured by an insurer in an amount and on terms satisfactory to Seller, hold the insurance proceeds in trust for Seller, it shall not be confused with other accounts or misused for other purposes.
- 8.4 If a payment is due and unpaid or any of the termination events described in these Standard Terms occur, Seller may, to the extent permitted by law, upon notice to Buyer, enter any premises where Seller reasonably believes the Equipment is located or under Buyer's control, or take other action to repossess the Equipment in Seller's ownership.
- 8.5 Title to returned Equipment belongs to Buyer unless such returned Equipment becomes the subject of replacement Services, in which case title to returned Equipment passes to Seller upon Seller's receipt of the returned Equipment; and title to replacement Equipment replacing returned Equipment passes to Buyer upon all of the following conditions being met: (1) Seller has received the returned Equipment and the returned Equipment is accepted by Seller and (2) Buyer has paid all relevant payments under the Contract/Order.
- 8.6 Title and disposal right of disassembled or replaced parts for repair of the repaired Equipment shall be vested in the Seller, who shall dispose of the disassembled or replaced parts in a destructive manner and discard after scrapping. If Buyer requests in writing to take back the parts and Buyer requests Seller to assist in returning the disassembled or replaced parts due to repair, Buyer shall bear the costs of freight, packaging, storage, and administrative fee arising from Seller's assistance in returning the parts after destructive treatment. Seller shall assist in the return of the parts upon receipt of the foregoing payment from Buyer.
- 8.7 If Buyer has any amounts past due, Seller may exercise a lien, to the extent permitted by applicable law, on the undelivered Equipment related to such past due amounts and in Seller's possession. Buyer further agrees

that if Buyer fails to pay the arrears in full after being recovered in written by Seller, Seller shall have the right to sell or auction its lien items at a discount and recover in priority.

9 RISK OF LOSS

- 9.1 The risk of loss of the Equipment shall pass to Buyer from the time when the Equipment is delivered to Buyer.
- 9.2 The risk of damage to or loss of Equipment, inventory or materials necessary for the performance of the Seller's Services, which are on the Seller's premises and in Buyer's possession, shall be borne by Buyer.
- 9.3 If Buyer fails to take delivery of the Equipment at the agreed time or place, Buyer shall be deemed to breach the contract and the risk of loss of the Equipment shall pass to Buyer from the time it should be delivered.

10 QUALITY ASSURANCE

- 10.1 The warranty under the Contract/Order is only for the Equipment sold and the Equipment replaced in the Services, and this section does not apply if the Services does not replace any Equipment.
- 10.2 In the event of some defect in material or workmanship (other than normal wear and tear) under normal and proper use and maintenance, Seller hereby undertakes to repair or replace, at Seller's own option, or to arrange for repair or replacement by its representative, if the following conditions are met:
 - (1) Buyer shall purchase and use the Equipment for the purpose for which it is intended, and operate and maintain the Equipment in accordance with the instruction manuals, and not use the Equipment in an improper manner.
 - (2) Buyer immediately informs Seller in writing of the claim;
 - (3) The defect occurs within twelve (12) months of the delivery date of the Equipment, unless otherwise agreed in writing by the Parties or otherwise specified in writing by Seller;
 - (4) The Equipment has not been repaired or modified by any Party other than Seller or at its direction;
 - (5) In the case of Equipment or parts not manufactured by the Seller, the Seller's liability shall be limited to the transfer to Buyer of the benefit of any warranty or guarantee obtained by it from the manufacturer of such Equipment or parts, except as otherwise required by law.
 - (6) In the event of a replacement, Buyer shall return the defective Equipment that is being or has been replaced to Seller within ten (10) days after delivery of the new Equipment by Seller, and the expenses shall be born by Buyer.
 - (7) The defect is not caused by Buyer's specifications or instructions;
 - (8) Buyer has paid the purchase price of the Equipment.
- 10.3 Any repaired or replaced Equipment that is still within the warranty period stated above will continue to be warranted for the remainder of the warranty.
- 10.4 During the warranty period, if Buyer believes that there is any quality problem with the Equipment, Buyer shall immediately notify Seller in writing, and Seller shall have the right to determine whether the Equipment meets the quality assurance conditions. If Seller determines that the quality assurance conditions are met, Seller will perform the quality assurance by repairing, disassembling or replacing the Equipment parts. The title and disposal rights of disassembled or replaced parts for repair shall be vested in Seller, and Seller shall disposed of the disassembled or the replaced parts in a destructive manner and discard after scrapping. If the repair or replacement is not satisfactory, Seller may perform its obligations under Clause 10 by undercharging the purchase price or by refunding the purchase price and taking back the Equipment.
- 10.5 In addition to the warranty agreement in these Standard Terms/Contract/ Order, Buyer also agrees to perform Buyer's obligations in accordance with the Equipment's instructions/instruction manuals, etc.
- 10.6 If Buyer fails to make any payment in full and on time in accordance with these Standard Terms/Contract/Order, Seller shall have the right to suspend the performance of its obligations for quality assurance.
- 10.7 If Buyer is not the end-user of the Equipment, it is obligated to provide Seller with relevant information about the end-user and assist Seller to verify at Seller's request (including but not limited to assisting Seller to verify at the end-user's site, etc.). If Seller believes that the end-user information provided by Buyer is untrue, Seller shall be entitled to refuse to perform its warranty obligations.
- 10.8 Services related to quality assurance may be provided by Seller and/or a service provider designated by Seller.
- 10.9 If Seller does not have a maintenance center at the location of the Equipment to be repaired or replaced, Seller may charge Buyer for the cost of transporting the Equipment to and from its maintenance center.
- 10.10 During the warranty period, if Seller suspends or refuses to perform the quality assurance obligations according to law or contract due to Buyer's breach of contract, the continuous counting of the warranty period will not be affected.

11 CHANGE AND IMPROPER RETURNED EQUIPMENT

- 11.1 The Services to be provided may be changed only if requested in writing by Buyer and agreed in writing by Seller.
- 11.2 If Seller finds that the returned Equipment delivered by Buyer is not suitable for Services provided for any reason, Seller will notify Buyer in writing. From the time such notice is given, Seller's liability for loss of, damage to, destruction of, or increased wear and tear on such returned Equipment shall cease and the entire risk of loss of, damage to, destruction of, or increased wear and tear on such returned Equipment shall pass to Buyer. If such returned Equipment has not been transported from Seller's premises within ten (10) days

from the date of such notice by Seller, Seller shall have the right to dispose of or store such returned Equipment in Seller's reasonable opinion and Seller may charge Buyer, who agrees to pay all costs of Services, storage, return and/or disposal incurred by Seller.

12 LIABILITY FOR BREACH OF CONTRACT

- 12.1 If any payment is due and unpaid, Seller shall have the right, without affecting any other rights or remedies, to suspend delivery of all remaining Equipment without notice and shall have the right to charge Buyer late payment fees at the rate of 0.5%/seven days for the unpaid amount. Buyer knows and agrees that in other Contract/Order between Buyer and Seller, delay in payment under other Contract/Order by Buyer will result in late delivery of Equipment under the Contract/Order.
- 12.2 If Seller is unable to deliver the Equipment on schedule for more than thirty (30) days due to overdue payment by Buyer, Seller shall have the right to cancel the Contract/Order if Buyer fails to pay within the noticed period or a reasonable period after receiving Seller's written reminder.
- 12.3 If Buyer unilaterally terminates the Contract/Order without justifiable reasons, or if Buyer neglects to perform its contractual obligations after receiving written reminders from Seller, as a result of which, Seller unilaterally terminate the Contract/Order, Buyer shall be liable for breach of contract. If the Equipment under the Contract/Order is non-customized Equipment, Buyer shall pay Seller liquidated damages at 30% of the total price of the Contract/Order; if the Equipment under the Contract/Order is customized Equipment, Buyer shall pay Seller liquidated damages for termination of the contract at 100% of the total price of the Contract/Order. If the foregoing liquidated damages are not sufficient to cover the cost of all work performed by Seller, the cost of materials purchased or furnished, overhead costs and lost profits up to the time of Buyer's unilateral termination of the Contract/Order, Buyer shall also pay damages.
- 12.4 If the Contract/Order is cancelled and Buyer is required to return the Equipment to Seller, Buyer shall, at its own expense, ship the Equipment back to Seller in the same condition of shipment. The Equipment returned by Buyer shall meet all the following conditions: The Equipment has not been damaged, and its appearance has no stain, and accessories and gifts and complete. If Seller receives the returned Equipment and finds that it fails to meet the above conditions, Seller shall object in writing to Buyer within seven (7) days and Buyer shall compensate Seller for the price of the Equipment that fails to meet the above conditions in order to avoid losses suffered by the Seller.
- 12.5 **Seller's limitation of liability: In no event shall Seller's maximum compensation for Buyer under the law exceed 10% of the price of the Contract/Order paid by Buyer to Seller, and the limitation of Seller's liability shall be Buyer's direct damages and Seller shall not be liable to Buyer for any consequential damages, which shall include, but not be limited to, any loss of production line, loss of energy and supplies, loss of depreciation, loss of work stoppage, loss of anticipated profits or business income.**
- 12.6 If Buyer violates these Standard Terms/Contract/Order, defaults on its obligations, assigns its rights and obligations to a third party, is legally enforced, ordered to cease operations, has its business license revoked, becomes insolvent, goes into liquidation, goes bankrupt, dissolves, merges, terminates operations, etc., and fails to improve within ten (10) days after being notified in writing by Seller, all amounts payable to Seller shall be immediately due and payable, and Seller shall have the right to terminate the Contract/Order immediately by written notice. Seller shall have the right to unilaterally terminate the Contract and Buyer shall be liable for breach of contract in accordance with Clause 12.3.
- 12.7 Buyer shall ensure and warrant that the Equipment under the Contract/Order shall not be used for export. If Buyer does need to resell or ship the Equipment abroad for use, Buyer shall, in accordance with Seller's request, provide the signing of the *consignee's statement and the end-use certificate of the product*, disclosing the true end-user or end-use certification, and provide full identification of any intermediary of the transaction, and the foregoing information shall be provided as a condition of delivery. The signing of Contract/Order by Buyer proves that Buyer shall not use the Equipment or Services covered by Contract/Order for any purpose related to chemical, biological or nuclear weapons or missiles capable of carrying such weapons, nor shall it be used for any other purpose prohibited by the relevant law. In addition, Buyer undertakes that Buyer shall comply with the relevant local and international foreign trade and customs requirements or any embargoes or other sanctions policies, including but not limited to: Buyer shall not export or re-export the Equipment, directly or indirectly, to entities or persons within the following countries or regions: (1) Any country or region subject to an embargo under applicable or international law, including but not limited to Iran, Crimea, Sevastopol, Donetsk, Luhansk, Syria and North Korea; and/or (2) If the Equipment is subject to the trade control laws of the government of origin and the country or region / or consignee of final delivery being the subject of an export restriction under such relevant laws. If any obstacle arising from relevant local and / or international foreign trade and customs requirements or any embargo or other sanctions policy hinders the performance of a binding Contract, Order or any part thereof, the Seller shall not be obliged to continue to perform the Contract, Order or any part thereof, nor shall Seller bear the consequences or liability for such non-performance, and Seller shall have the right to terminate the binding Contract, Order or any part thereof, which shall take effect immediately without prior notice. Buyer shall immediately notify Seller in writing of any violation of this Clause. **Notwithstanding any other provision of the Contract/Order, Seller shall have the right to terminate the Contract/Order immediately and without liability if Seller has reasonable grounds to suspect that Buyer has breached or intends to breach this section.** Buyer shall indemnify Seller for any direct or indirect losses caused by the violation of this Clause.

13 FORCE MAJEURE

- 13.1 Force majeure events shall include, but not be limited to, natural disasters, acts of governmental or military authorities, strikes, work stoppages, infectious epidemics, or other events beyond the reasonable control of the affected Party that prevent the availability of necessary labor, materials or production facilities.
- 13.2 If a Party is unable to perform any of its obligations under the Contract/Order due to a force majeure event, the Party affected by the force majeure shall notify the other Party in writing as soon as possible and at the same time submit to the other Party a certificate issued by an authoritative body that the force majeure event has occurred. A Party shall not be liable for damages or losses incurred by the other Party as a result of a force majeure event that prevents the former from fulfilling its obligations under the Contract/Order. However, such Party shall take all possible measures to reduce or avoid the effects of force majeure and make all its efforts to resume performance of its obligations that it fails to perform properly due to the Force Majeure Event as soon as possible. If the Party fails to take reasonable measures to cause the loss to expand, it shall be liable for damages for the expanded portion of the loss. If the Equipment or parts under the Contract/Order are manufactured by Seller's foreign affiliate, a force majeure event suffered by Seller's foreign affiliate shall also be considered as an exclusion of liability for Seller.
- 13.3 Seller shall not be liable for delays in the supply of raw materials, labor and management problems due to force majeure and for any additional costs, losses and compensation arising therefrom. The Parties shall adjust in accordance with the principle of fairness, and the additional costs arising therefrom shall be shared by the Parties through negotiation. The delivery time shall be postponed and Seller shall be exempted from liability for breach of contract until a consensus is reached by the Parties.

14 INTELLECTUAL PROPERTY RIGHT AND CONFIDENTIALITY

- 14.1 Any Party to these Standard Terms/Contract/Order (the Receiving Party) agrees to keep strictly confidential and protect any and all information ("Confidential Information"), of any nature or in any form whatsoever, known to it or in its possession that is directly or indirectly related to the business operations or production of the other Party (the Disclosing Party). The Receiving Party shall disclose such Confidential Information only to its employees or permitted subcontractors who are required to know such information for the purposes of this Agreement. The Receiving Party shall ensure that all employees and permitted subcontractors who have been informed of the Confidential Information assume the same confidentiality obligations for such Confidential Information. The Parties agree to keep strictly confidential and not to disclose, provide or make known Confidential Information to others in any form other than with the written consent of the other Party. The Parties shall take necessary measures to prevent theft or disclosure of the Confidential Information, including but not limited to taking reasonable measures to ensure that its employees who have the right to know the Confidential Information effectively fulfill their confidentiality obligations as the Receiving Party. The Receiving Party agrees that upon request by the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all such Confidential Information and all copies in the possession or control of the Receiving Party (including its employees and permitted subcontractors) and provide written confirmation thereof to the Disclosing Party. This confidentiality obligation shall survive the termination or expiration of these Standard Terms/ Contract/Order for a period of three years.
- 14.2 Ownership and interest are retained by Seller of any know-how, technical information, drawings, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created and provided by Seller under these Standard Terms/Contract/Order. Buyer shall not use any such information for any purpose other than the use of the Equipment without the prior written consent of Seller. The ownership to any patents, copyrights, trade secrets, design rights and other intellectual property rights in or relating to the Equipment shall remain with Seller, and Buyer shall have no right to such intellectual property rights or any rights therein, including but not limited to any technical information, know-how, drawings and specifications provided by Seller or relating to the Equipment, except as expressly provided in these Standard Terms.
- 14.3 Seller's trademarks and names and those of its associated companies shall not used by Buyer or any third party otherwise than as applied by Seller to Services or related documents.

15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 The laws of the People's Republic of China (excluding Hong Kong, Macao and Taiwan) shall apply to any dispute, controversy or difference arising out of or in connection with the execution, interpretation, performance, termination and/or other matters of the terms and conditions of these Standard Terms ("Dispute").
- 15.2 In the event of any dispute arising out of or in connection with the execution, interpretation, performance, termination and/or other matters of the terms and conditions of these Standard Terms, the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations. If such Dispute cannot be settled through negotiation, either Party may submit it to the Shanghai International Economic and Trade Arbitration Commission /Shanghai International Arbitration Center (SHIAC) for arbitration in accordance with the arbitration rules in effect at the time of the application for arbitration. The venue of arbitration shall be Shanghai, China, and the arbitral tribunal shall consist of three arbitrators (the Parties shall choose one arbitrator, and jointly elect or entrust TAC to appoint the third arbitrator). The arbitration award shall be final and binding upon the Parties.

16 CONTRACT COMMENCEMENT, CHANGES AND OTHERS

- 16.1 Unless otherwise agreed in writing by the Parties, Buyer shall not assign its rights and/or obligations under these Standard Terms/Contract/Order to any third party without the written consent of Seller. Seller's associated companies or subcontractors designated by Seller may participate in the performance of Seller's obligations under these Standard Terms/Contract/ Order, and Seller shall have the right to subcontract its obligations under these Standard Terms/Contract/Order provided that Seller remains liable to Buyer for its obligations under these Standard Terms/Contract/Order. Except as expressly provided by law, or by a valid ruling rendered by the relevant arbitral body designated under these Standard Terms, or by a decision of a court of competent jurisdiction, no term or provision of these Standard Terms shall be subject to enforcement by a third party (meaning any person other than Seller, Buyer and their permitted successors or assigns).
- 16.2 In the performance of the Services under these Standard Terms/Contracts/ Orders, Seller shall be considered an independent contractor and its personnel and representatives shall not act as or be agents or employees of Buyer.
- 16.3 No waiver by either Party of a breach by the other Party of these Standard Terms shall constitute a waiver of any other breach, nor shall any delay or neglect by either Party to exercise any right or remedy under these Standard Terms constitute a corresponding waiver. No waiver by either Party under these Standard Terms shall be effective unless in writing and signed by an authorized representative of such Party.
- 16.4 Written notice from one Party to the other Party under these Standard Terms/Contracts/Orders may be delivered in person, by mail, by facsimile or otherwise to the other Party's contact address. The Parties shall ensure that the contact address in the contract is correct and shall notify the other Party of any change within three (3) days, otherwise the notice shall be deemed as delivered on the date it is sent if the notice is returned due to a change of address.
- 16.5 The Parties agree to comply with all applicable laws, regulations, ordinances and generally accepted codes of business conduct (collectively, the "Code of Conduct") in the host countries and the place of performance of the Contract. The Code of Conduct include, but are not limited to, anti-bribery, anti-corruption, fair competition, export restrictions, no hiring forced or involuntary labor, no child labor, establishment of a safe and healthy work environment, advocacy for greater responsibility to protect the environment. The Parties shall formulate and always follow compliance policies and procedures to ensure that employees, officers, representatives, subcontractors, suppliers and customers of the Parties comply with relevant laws, regulations, ordinances and these Code of Conduct.
- 16.6 The Parties shall formulate and always follow compliance policies and procedures to ensure that employees, officers, representatives, subcontractors, suppliers and customers of the Parties comply with these Codes of Conduct. Seller shall have the right to terminate the contract immediately upon written notice to Buyer if Buyer or its foregoing personnel violates or may be deemed or suspected to have violated or intended to violate the requirements. Buyer shall immediately notify Seller if Buyer suspects or knows of any breach or intentional breach of the requirements by Buyer or its foregoing personnel.
- 16.7 If Buyer is a business partner of ATLAS COPCO, Buyer undertakes to strictly comply with the Seller's Codes of Business Conduct, as described in the following link:
[\[http://www.atlascopcogroup.com/en/sustainability/our-sustainability-approach/our-business-code-of-practice\]](http://www.atlascopcogroup.com/en/sustainability/our-sustainability-approach/our-business-code-of-practice).
- 16.8 It is hereby confirmed that, the Parties have fully negotiated these Standard Terms, fully understand the meaning of all terms and conditions, and accept and approve all terms and conditions.