



## 祥瑞科技(香港)有限公司 XIANGRUI TECHNOLOGY(HK) LIMITED

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### TERMS AND CONDITIONS OF SALE

#### 1. DEFINITIONS:

"Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the

Goods is accepted by the Seller.

"Goods" means the Goods which the Seller is to supply in accordance with these Conditions and as specified on the order form appearing on the face hereof.

"Seller" means Xiangrui Components, having its principal place of business in Ocala, Florida, USA.

"Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and Seller.

"Contract" means the Contract for the purchase and sale of Goods

#### 2. QUOTATIONS

All quotations by the Seller are subject to change or withdrawal without prior notice to the Buyer unless otherwise specified in such quotation. Quotations will be made subject to approval by the Seller of the Buyer's credit for the sale of Goods pursuant to a purchase order submitted to the Seller by the Buyer. The Seller shall not have any obligation to the Buyer with respect to Goods until any one of the following have occurred:

the Buyer shall have signed and delivered its purchase order to the Seller and the Seller shall have accepted such order by issuing a written order acknowledgement to the Buyer or in the event that the Buyer does not issue a purchase order to Seller, the Seller shall have issued its price quotation for Goods to Buyer, and these terms and conditions of sale of the Seller shall apply to the sale of Goods.

#### 3. PRICES

Price of the Goods as in effect at time of delivery shall apply unless otherwise stated on an effective outstanding price quotation issued by the Seller to the Buyer.

Unless otherwise stated on the face hereof, all prices are Ex Works the carrier from the point of shipment with cost and freight allowed to the point of delivery to the carrier.

The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, extra packing, shipping and transportation charges thereby resulting will be added to the Buyer's account.

#### 4. TERMS OF PAYMENT

Unless otherwise stated on the face hereof, all payments shall be paid in U.S. Dollars. If the shipment of Goods is delayed for any cause, payment shall become due from the date on which the Seller is prepared to make a shipment of the Goods, and storage thereof shall be at Buyer's risk and expense. on the terms of payment specified herein, the Seller may require full or partial payment in advance of the delivery of the Goods.

If such circumstances occur, the Seller may unilaterally elect to cancel this Contract and all other contracts then existing between the Buyer and the Seller, and the Seller shall have the right to cause all amounts. The buyer should pay the due amount in time.

#### 5. DELIVERY

##### 5.1 Shipment

The products will be delivered on the agreed delivery date. If Xiangrui finds that it is unable to deliver goods according to the delivery date agreed in the contract, Xiangrui shall immediately notify the buyer in writing, stating the reason for the delay in delivery and giving the earliest date for delivery. If the delay is caused by the Buyer's behavior or negligence, the delivery date will be postponed reasonably according to the actual situation.

##### 5.2 Force Majeure:

The Seller shall not be responsible for any delay (whether material or not) in, or failure of, the shipment or delivery of Goods due to any occurrence commonly known as Force Majeure, including, without limitation, delays arising out of acts of God.

Acts of government, agency or instrumentality thereof (whether fact or law), acts of a public enemy, riots, embargoes, strikes or other concerted acts of workmen (whether of the Seller or other persons), casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel power, labor or materials, or any other causes, circumstances or contingencies which are beyond the Seller's control or otherwise prevent or hinder the delivery of the Goods (without regard to the availability of the Goods otherwise in the market) or the performance by the Seller of any of its obligations hereunder. If any of the events occur, the delivery of the Goods or the performance by the Seller of its obligations, as the case may be, may at the Seller's option, upon written notice to the Buyer of the occurrence of such event, be either canceled or deferred without liability of the Seller until such time as it shall elect to deliver the Goods and perform such obligations.

#### 6. DUTIES AND TAXES

All taxes levied upon the Goods by or payable to any federal, state municipal or other governmental authority upon the purchase price payable hereunder shall be chargeable to and paid by the Buyer, whether such taxes, imposts or duties are payable by the Seller or otherwise. All quotations for the sale of Goods shall be exclusive of any such taxes, imposts or duties.

#### 7. RISK OF LOSS:

Risk of loss of Goods shall pass to the Buyer upon delivery by the Seller of the Goods to the carrier at the point of shipment, irrespective of whether the Seller or the Buyer is obligated to pay the cost of shipment. All costs, if any, for insurance on the Goods shall be at the expense of the Buyer. If the Seller

has agreed to pay the costs of shipment of the Goods, any increase in freight charges between the point of shipment to the point of destination effective after the date of shipment in excess of the freight charges in effect on the date of delivery by the Seller to the freight carrier shall be for the account of the Buyer, whether such charges are paid or payable by the Seller or otherwise.

The Buyer agrees to submit all complaints with respect to shipping damage to the Goods directly to the carrier within any time periods specified for such purpose.

#### 8. WARRANTIES

THE SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, WHICH EXTENDS BEYOND THE DESCRIPTION OF THE GOODS STATED ON THE FACE HEREOF. CLAIMS THAT THE GOODS ARE NON-CONFORMING SHALL BE DEEMED WAIVED AND RELEASED BY THE BUYER UNLESS MADE IN WRITING WITHIN TEN (10) DAYS AFTER ARRIVAL OF THE GOODS AT THE POINT OF DESTINATION TO WHICH THE GOODS ARE TO BE SHIPPED. THE SELLER MAY CURE ANY DEFECT AS TO THE CONFORMITY OF THE GOODS BY REPLACEMENT THEREOF WITH CONFORMING GOODS.

#### 9. CLAIMS; NOTICE OF DEFECTS

In the event the Goods to be delivered hereunder are claimed to be defective, the Seller shall be given reasonable notice of such defect and an opportunity for inspection of such Goods, or upon the request of Seller, it shall be given immediate access to such Goods or return the Goods to Seller for inspection at Buyer's expense.

The Seller represents the goods to meet the original manufacturers published specifications at the time of original manufacturing. The goods are not represented to function in ANY application that exceeds the original manufacturers published specifications.

All claims for defect must be made in writing and shall be supported with commercially acceptable failure analysis. The Sellers total liability related to the sale of said.

Goods contained herein shall not exceed the stated value of the goods on this order.

The terms of this order shall supersede any conflicting terms in the Buyers Terms and Conditions of Sale regarding cancellation return of the Goods or liability.

#### 10. NOTICES; COMMUNICATIONS

All notices and other communications to be given to the Buyer or the Seller hereunder with respect to the Goods shall be given either in writing by email to an officer of either the Buyer or the Seller.