

潍坊鑫汇通金属制品有限公司

XHTONG® WEIFANG XINHUITONG METAL WO



All products furnished by Weifang Xinhuitong Metal Work Co., Ltd. shall be in accordance with the following terms and conditions unless otherwise agreed to in writing:

ACCEPTANCE AND COMPLETE AGREEMENT Buyer's order is binding only when accepted in writing at the principal office of Seller. The terms and conditions of sale are only those stated below, which shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements between the parties, oral or written, with respect to the products sold hereunder (including any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Buyer's communications to Seller, including but not limited to Buyer's purchase orders, the terms of which are hereby rejected, are applicable to these terms and conditions in any way and are not to be considered Buyer's exceptions to the provisions of these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions.

DELIVERY Seller will use every commercially reasonable effort to make shipments as scheduled and according to Buyer's requirement.

PRICES Prices quoted are determined through negotiation between Buyer and Seller.

SOLVENCY Buyer's order will be deemed a representation that Buyer is solvent and able to pay for the products ordered. If Buyer fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed to be in default and Seller will have the right to terminate its obligations by written notice to Buyer, but such termination will not affect Buyer's obligation to pay for products delivered and works in progress.

CANCELLATION No products may be returned without prior written approval of Seller (See attached Return Goods Policy). Orders placed with and accepted by Seller may not be canceled except upon Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses.

MANUFACTURE Seller reserves the right to discontinue the manufacture of, or change or modify the design and/or construction of the products sold pursuant to these terms and conditions, without incurring any obligation to Buyer.

DISPUTES AND ARBITRATION Parties shall attempt in the first instance to resolve disputes through friendly consultations. If the dispute is not resolved in this

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manner within 30 days after the commencement of discussions, then either Party may submit the dispute for final decision by arbitration to the Hong Kong International Arbitration Center pursuant to its Arbitration Rules.

INSPECTION All products must be inspected by Buyer within five (5) calendar days of receipt. If any damage is discovered, Buyer must file a claim with the carrier. A full report of the damage must be forwarded to Seller so that it can arrange for repair or replacement.

LIMITED WARRANTY

For all XHTONG Products Unless otherwise stated in quotation documents provided with the product at the time of sale, products manufactured by Seller are warranted solely to the original Buyer for 10 years from date of shipment against defects in material and workmanship. Seller shall not be responsible for system design errors or inaccurate or incomplete information supplied by Buyer or Buyer's representatives. In no event shall Seller be liable, in contract, tort, strict liability or under any other legal theory, for incidental, indirect, special or consequential damages, including but not limited to lost profits and labor charges, regardless of whether Seller was informed about the possibility of such damages, and in no event shall Seller's liability exceed an amount equal to the sales price. The foregoing warranty is made in lieu of any and all other warranties, express or implied, including warranties of merchant ability and fitness for a particular purpose. This limited warranty sets forth the exclusive remedy for claims based on failure of or defect in products, materials or components, whether the claim is made in contract, tort, strict liability or any other legal theory. This warranty will apply to the full extent permitted by law. The invalidity, in whole or part, of any portion of this warranty will not affect the remainder.

No warranty is given for products or components manufactured by companies not affiliated by ownership with Seller or for products and components which have been subject to misuse, improper installation, corrosion, or which have not been installed, maintained, modified or repaired in accordance with applicable Standards of the National Fire Protection Association, and/or the standards of any other Authorities Having Jurisdiction. Materials found by Seller to be defective shall be either repaired or replaced, at Seller's sole option. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of products or parts of products. Seller shall not be responsible for system design errors or inaccurate or incomplete information supplied by the Buyer or Buyer's representatives.

In no event shall seller be liable, in contract, tort, strict liability or under any other legal theory, for incidental, indirect, special or consequential damages, including but not limited to labor charges, regardless of whether seller was informed about the possibility of such damages, and in no event shall seller's liability exceed an amount equal to the sales price.

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The foregoing warranty is made in lieu of any and all other warranties, express or implied, including warranties of merchant ability and fitness for particular purpose.

This limited warranty sets forth the exclusive remedy for claims based on failure of or defect in products, materials or components, whether the claim is made in contract, tort, strict liability or any other legal theory.

This warranty will apply to the full extent permitted by law. The invalidity, in whole or part, of any portion of the warranty will not affect the remainder.

COMPLIANCE WITH LAWS, CODES, AND STANDARDS Seller represents that the products will be produced in compliance with applicable fair labor standards laws, occupational safety and health laws, and laws related to non-segregation and equal employment opportunity. Warranties for design services and the accuracy of any materials list provided by Seller shall be limited only to those codes, standards or specification requirements specifically stated in Seller's quotation documents or transmittal sheets or accepted change order or revisions accepted in writing and only as in effect at the time of quotation or Seller written accepted change revisions. The price, delivery and performance dates and any performance guarantees will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change in industry specifications, codes, standards, applicable laws or regulations.

DRAWINGS Any drawings submitted herewith are only to show the general style, arrangement, and approximate dimensions of the products offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied.

CONFIDENTIALITY Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller. Buyer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's prior written consent. Nothing herein shall restrict the use of information generally available to the public.

PATENT INDEMNITY If a product delivered by Seller to Buyer becomes or, in Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any patent, Seller may at its option and expense (i) obtain for Buyer the right to use, lease or sell the product, (ii) replace the product, (iii) modify the product, or (iv) remove the product and refund the purchase price paid by Buyer less a reasonable amount for use, damage or obsolescence. Seller will not be liable for any

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infringement arising from any modification of a product, from any combination of a product with any product(s), or from the use of a product in practicing a process or unintended applications. Seller's total liability to Buyer will not, under any circumstances exceed the purchase price paid for the allegedly infringing product. Buyer agrees, at its expense, to protect and defend Seller against any claim of patent infringement arising from compliance with Buyer's designs, specifications or instructions and to hold Seller harmless from damages, costs and expenses attributable to any such claim.

INDEMNITY Buyer agrees to defend, indemnify and hold the Seller (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.

EXCUSABLE DELAYS Seller shall not be liable nor in breach or default of its obligations under these terms and conditions to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment.

WAIVER No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

VALIDITY OF PROVISIONS In the event any provision or any part or portion of any provision of these terms and conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

RETURN GOODS POLICY

1. The request to return material must include the description of material, reason for return, customer order number and/or customer invoice number to enable the request

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- to be processed.No materials may be returned without this information.
2. When the request is approved, a Return Authorization form will be completed and include a predetermined number for reference and advise where the material should be returned. The Return Authorization form will contain a Packing list copy which must accompany materials when they are returned.
 3. No credit will be issued for returned materials without an approved Return Authorization.
 4. Materials being returned due to order entry and/or shipping errors on the part of Seller will be credited at full value providing the materials are returned within thirty (30) days from the date of the original shipment.
 5. Credit of the actual price paid will be issued for defective materials only after the material has been inspected and verified to contain a defect by Seller.
 6. Items purchased for resale by Seller may be returned under the Manufacturer's terms and conditions only. If the Manufacturer will not accept the materials, credit will not be issued by Seller to the Buyer.
 7. Special material orders and made-to-order products are non-returnable.
 8. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued.
 9. In order to receive consideration for credit, material must be returned less than two (2) years from date of original invoice and of reasonable quantities.
 10. To receive consideration for credit, material must be in resalable condition.
 11. Material that has been approved for return must be packed in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for materials damaged in transit due to improper packaging