

Terms and Conditions

General Terms and Conditions of Business and Delivery

I. General

1. The following terms and conditions apply to the supplier's sales business and services. The inconsistent terms, including any general conditions of the buyer, are binding only after the supplier has confirmed in written documents, otherwise the supplier has the right to refuse the buyer's proposal any objection conditions. The supplier's delivery of goods, performance of services or acceptance of payment does not constitute the supplier's confirmation of any inconsistent terms with these terms and conditions.

2. These terms apply to the quotations of the supplier and the orders placed with him. The buyer accepts these terms and conditions as binding by placing an order and accepting the order confirmation as well as by accepting the delivery. A buyer's objection by using a form - particularly in his own conditions of purchase - is unremarkable.

3. Any changes, additions and exemptions to these terms and conditions must be made in writing, otherwise they will not have any effect..

II. Offer / Scope of Supply

The scope of products to be supplied pursuant to an offer, service description specified in the quotation, which are always nonbinding until the written order confirmation. If the contract comes into effect because the supplier accepts an order of the buyer by order confirmation, the service description specified in the order confirmation.

III. Prices and Payment

1. Unless otherwise expressly agreed in written, the price refers to the factory price and does not include packaging costs and a series of costs such as labor costs and transportation costs for assembly at the buyer's site. The value-added tax shall be paid by the buyer in addition to the statutory tax rate valid on the date of invoice issuance.

2. Except as otherwise expressly agreed, payments must be made without deductions.

3. If production progress during the manufacture of the delivery item is not possible due to an event for which the buyer bears fault (for example because of unavailable technical documents and specifications, unavailable releases or unavailable provisions of sample materials), and if contractually agreed payment milestones are not reached due to this, the supplier reserves the right to claim a partial payment as counter value to the production progress already carried out not later than one month after the originally agreed date of payment.

4. The buyer's offset request can only be implemented after its request is not disputed or is supported by the final decision of the competent court.

IV. Delivery Time

1. Unless otherwise expressly agreed in a written document, the delivery location shall be the supplier's production or storage location.

2. Unless otherwise expressly agreed in written, The delivery time shall be as specified in the agreements between the parties. The delivery time specified by the supplier Calculated from the release of the written confirmation of the order. Adherence to the delivery period by the supplier assumes that all commercial and technical issues between the contractual partners have been resolved and the buyer has met all the obligations accruing to him, including but not limited to deposit payment, payment, the provision of documents, drawings, samples, authorisations, releases or other services to be supplied by him. If this is not the case the delivery time is extended by a reasonable period. This does not apply if the delay is caused by supplier's default.

3. The time for delivery has been complied with if, prior to its expiry, the delivery item has been provided to the buyer at the supplier's site or at another specified location (plant, warehouse, etc.), or no-tice of the delivery item's availability at such a location has been provided. If the nonobservance of the delivery time is attributable to events beyond the supplier's control, the delivery time is extended to a reasonable period.

4. Suppliers should be allowed to partially deliver and perform within a reasonable scope. If the supplier's delivery is delayed due to the supplier or other reasons not attributable to the supplier, the buyer is willing to give the supplier a reasonable additional delivery time or performance time, and the above-mentioned period is not less than 15 days.

5. If there is a possibility of delivery delay, the supplier shall notify the buyer of the delivery delay as soon as possible.

6. If delivery is delayed due to the buyer's fault, any costs incurred by the delay shall be borne by the buyer.

V. Acceptance of Delivery Item

If the buyer refuses to accept the goods and still refuses to accept it after the supplier's written delivery notice, the supplier is entitled to request the customer to make payment according to the originally agreed payment date.

VI. Passing of Risk, Acceptance of Delivery Item

1. Risk passes to the buyer when the delivery item is provided to the buyer at the supplier's site or at a different specified location (plant, warehouse, etc.) .This also applies if partial deliveries are

made or the supplier has taken over other services, for example shipping costs or delivery and commissioning at the buyer's site.

2. Insurance against damage in transit shall only be purchased at the express written agreement and at the buyer's expense.

3. The buyer shall not refuse the acceptance inspection for non-proper reasons. After delivery, the buyer is obliged to inspect and accept the delivered items in a reasonable time in accordance with the contract, and sign the acceptance report provided by the supplier.

4. If the acceptance is delayed due to the buyer's reasons, the product shall be deemed qualified within 4 weeks after the buyer receives the supplier's acceptance notice.

VII.Retention of title

1. The supplier retains the ownership of the delivered item until it receives all payments under the delivery contract, including but not limited to additional auxiliary service fees, packaging fees, installation fees and other non-payment expenses.

2. The supplier is entitled to insure the delivery item against theft, breaking, fire, water and other damages at the buyer's cost, unless the buyer can prove having executed this insurance himself.

3. The buyer may neither sell nor pledge nor assign the delivery item as a security. In case of distraints as well as detention or other acts of disposal by a thirdparty, he has to inform the supplier immediately.

If the buyer needs to resell the reserved goods due to daily business needs, he must obtain the written consent of the supplier, and the buyer shall inform its customers that there is a reservation of ownership of the goods in the transaction, and the ownership reservation clause shall be stipulated in accordance with these terms and conditions and the corresponding contract. The same conditions are agreed with its customers for retention of ownership. The buyer shall, by way of guarantee, immediately transfer to the supplier any retention of title or any claim arising from resale or any other legal basis after the order confirmation with his customer.

If the buyer defaults on the payment to the supplier, seriously violates the contract agreed with the supplier or the assets are confiscated, the buyer's right to dispose and deal with will be terminated. If the buyer needs to process or modify the delivered goods due to resale, the buyer is willing to hand over the processing or modification to the supplier.

4. If the buyer fails to perform the payment obligations as agreed and refuses to pay after the supplier has urged, the supplier has the right to request the return of the goods, and the buyer is obliged to return the goods in the most reasonable and appropriate manner in accordance with the performance of the goods.

5. If the buyer initiates bankruptcy proceedings, the supplier has the right to terminate the contract and require immediate return of the delivered items.

VIII. Warranty

The supplier shall provide services to the buyer based on the available technical level and the usual industry level as stipulated in the contract.

This warranty period is within 12 months from the date of delivery of goods, but parts that are prone to wear and tear are not covered by the warranty.

During the warranty period, under normal use and maintenance by the buyer, the supplier will provide free replacement for wear and damage.

For components provided by the buyer, the specific product manufacturer responsible for repairing the components. The components provided by the buyer is not related to the supplier.

However, if the buyer processes and applies stress on fiberglass materials near the machine, the supplier does not assume any quality assurance for the guide rails, cylinders, feed devices, etc. If any problems occur, the supplier is not responsible for maintenance.

If the quotation specifies warranty, the warranty period specified in the quotation shall prevail; If the warranty period is not mentioned, the provisions of this clause shall prevail.

IX. Claims

1. If the characteristics of the supplier's goods and services as stipulated in the contract law only cause non-substantial damage, the buyer has no right to obtain compensation for the defects of the supplier's goods or services; if the delivered goods or services are legitimately claimed, the supplier should be given a reasonable time for replacement or repair. For non-emergency situations, the buyer shall not repair defects by himself or hire a third party to repair defects without the consent of the supplier.

2. To exercise the warranty rights, the buyer must correctly perform the inspection or testing procedures prescribed by the law, and promptly notify the supplier of the repair. The notice period shall not be later than 7 days after the inspection, otherwise the supplier has the right to refuse the repair.

3. The supplier decides to repair or replace the defective parts free of charge for all parts that are proven to be defective before the transfer of risk.

4. All complaints, especially complaints about claims of defects, must be submitted to supplier in written without delay, no later than 10 days after the delivery of the goods, and for potential defects, no later than the date the defect is discovered within 7 days from the date of inspection and testing. If the buyer fails to notify the supplier of the complaint in the agreed manner within the above-mentioned time limit, it shall be deemed that the supplier has fulfilled it in accordance with the contract. If the buyer knows that there is a defect and still accepts the goods or services, the buyer has the right to claim the defect only if the buyer expresses its reservation in written at the time of delivery.

If the complaint is proved to be reasonable, the buyer can claim damages and request repairs and replacements in accordance with the law. The actual cost of compensation does not include the additional cost of transporting the goods to a location other than the original delivery location.

5. The limitation period for all promptly reported defects is twelve months after the transfer of risk.

6. The supplier does not provide any guarantee for the following situations: unreasonable or improper use of the delivered items, normal wear and tear, improper maintenance, and failure to provide an appropriate, stable, safe and reasonable operating environment.

7. If the buyer or a third party carries out repairs incorrectly, the supplier is not liable for the resulting consequences. This also applies to changes the buyer made to the delivery item without the supplier's prior consent.

8. For substantial third party products within the scope of a delivery, liability is limited to the assignment of liability claims to which the supplier is entitled against the subsupplier. The supplier will disclose the contents of these claims to the buyer upon request. The supplier is only liable according to these terms after the unsuccessful legal action against the subsupplier on the part of the buyer.

X. Compensation

1. For damages other than to the delivery item the supplier is only liable on whatever legal grounds for:

(1) defects which the supplier fraudulently concealed ;

(2) within the scope of a guarantee promise ;

(3) defects of the delivery item to the extent that liability exists pursuant to damages to persons or personal property.

2. Regardless of the legal basis, and whether it is based on a breach of contractual obligations or tort, only the supplier's legal representative and employees have intentional misconduct or gross negligence in the process of fulfilling their obligations, or when the supplier violates contractual obligations and interferes with the purpose of the contract. The supplier will only be liable for damages or expense compensation to the buyer. If there is only slight negligence in the breach of contractual obligations, the supplier's liability for compensation is limited to the buyer's direct losses, and the maximum shall not exceed twice the contract value.

XI. Limitation

All claims by the client on whatever legal grounds expire 12 months after passing of risk. Compensation for defects, guarantees, damages or expenses related to products and services and other disputes between the two parties shall be subject to the mandatory provisions of the laws of the People's Republic of China. The relevant statutory time limit shall apply to the request for compensation.

XII. Software

1. If included in the scope of supply, the buyer shall be granted a single, nonexclusive right to permanently use the supplied software specified in the contract including its documentation. All rights related to the Software and the accompanying documentation, especially the exercise of all proprietary rights, belong exclusively to the supplier.
2. The buyer may only use the software for the operation of the machines and plants included in the scope of delivery. Transfer to third parties or disclosure is expressly forbidden.
3. The right of translation, decompilation, modification or each other form of changing the software as well as the creation of derivative works is exclusively reserved for the supplier.

The supplier clearly informs the buyer that it is not allowed to re-edit or modify the software without the written authorization of the supplier. Even a small intervention in the software may cause major and unforeseen failures in the software process and system environment. Here, malfunctions that cause personal injury may occur. If the buyer does not notify the customer of the risk of software modification without the supplier's consent, resulting in unpredictable damage, the risk lies entirely with the buyer.

XIII. Intellectual Property and Confidentiality Clause

1. The parties under these terms and conditions have agreed to keep confidential any information obtained from any party ("disclosing party") during the performance of the contract and deemed confidential based on its literal meaning or reasonable circumstances. The receiving party shall treat the received information with reasonable attention and prudence, and shall not disclose or disclose to a third party without the prior written consent of the other party, otherwise it shall be deemed as a breach of confidentiality obligations. The party that violates the above-mentioned obligations shall compensate the other party for all losses and rights maintenance costs (including but not limited to loss of gains, litigation fees, notary fees, attorney fees, etc.). However, suppliers who share such information with their employees, subsidiaries and affiliates are not subject to confidentiality obligations in this agreement. The confidentiality period is permanent confidentiality.
2. The obligations mentioned above do not apply to any of the following situations:
 - (1) Information that the recipient already knows before the other party discloses it, or information that is learned through a third party that does not assume any confidentiality obligations;

(2) Information that is not generally known to the public because of the recipient's actions or omissions;

(3) Information required to be disclosed in accordance with laws, regulations, administrative orders, etc.

3. Intellectual Property

For each party's existing intellectual property rights and related rights before this clause, the party shall be the sole owner. The contract does not stipulate that the intellectual property rights belong to the supplier, including but not limited to plans, drawings, and drawings approved or licensed by the supplier. Intellectual property rights and related rights in technology agreements.

The supplier owns all intellectual property rights of the plans, drawings and technical agreements (hereinafter referred to as "deliverables") provided in accordance with these terms and conditions. Without the prior written consent of the supplier, the plans, drawings, and technical agreements may not be used worldwide, and the plans, drawings, and technical agreements that the supplier has intellectual property rights shall not be disclosed to third parties.

XIV. Miscellaneous

1. The terms and conditions are governed by the laws of the People's Republic of China. Any disputes related to or caused by these terms and conditions that cannot be resolved through friendly negotiation between the two parties shall be submitted to the local court of the supplier for settlement.

2. If the individual clauses of these conditions are invalid, unless otherwise agreed by both parties, the remaining valid legal clauses are still valid. The above provisions do not affect the validity of contracts or other written agreements.

3. These terms and conditions are written in both Chinese and English. If there is any inconsistency between the two language versions, the Chinese version shall prevail.