

1. Agreement, Acceptance and Proposal

- 1.1 These Standard Terms and Conditions of Sales for Goods (the "**Terms**") are pertinent to all quotations, bids and sales of Goods (the "**Goods**") and to the execution of all services by INNOFIBER and/or its subsidiaries and affiliates ("**Seller**") to you ("**Buyer**") and will form an inevitable part of any Offer, Proposal or Agreement therefore. However, the price, quantity, warranty and delivery location (as defined below) for the Goods may be separately agreed and/or set forth in a quotation delivered by Seller. Buyer ordering of Goods from Seller constitutes acceptance of these Terms, as such Terms may have been updated through the date of such order. "**Agreement**" means any written agreement for sale, distribution, supply of any Goods entered into between Seller and Buyer, or any purchase order issued by Buyer and accepted by Seller; "**Proposal**" or "**Offer**" means any proposal or offer in written form provided by Seller to Buyer; "**Writing**" or "**in written**" form means any electronic communication between Seller and Buyer and such electronic communication will serve as Seller evidence for delivery and receipt of the electronic communication.
- 1.2 Might any conflict or discrepancy between these Terms and the terms of any Agreement or Proposal these Terms supersede any prior written or oral proposals.
- 1.3 These Terms may be amended by Seller anytime without notice, taken into account previous Agreement and or Proposal terms will remain as of the effective date in the Agreement or the date of the Proposal.
- 1.4 Seller Proposal are open for acceptance within thirty (30) days from the date of the Proposal (unless stated differently in the Proposal), given that Seller may amend or withdraw any Proposal at any time prior to the receipt by Seller of the acceptance by Buyer.
- 1.5 Buyer guarantees that the information provided to Seller under an Agreement is accurate, complete and true. Seller's ability to execute its obligations or it's right under an Agreement may be affected if Buyer fails to provide accurate, complete and true information or instructions such Buyer acknowledges.
- 1.6 Any documentation, electric communication by Seller is strictly for information only and will not be deemed as a Proposal (unless stated it is a "Proposal"). Seller believes such documentation, email or writing is correct and complete at time of issuance, but Seller does not guarantee that such documentation, email or writing is fault free and shall not accept responsibility for any damages relating or arising thereof.
- 1.7 The quantity and quality of Goods will be delivered in accordance with Seller information. In the event of any discrepancy between an order of Buyer and the information from Seller approved by Buyer, the latter will prevail.
- 1.8 The commencement of performance under the Agreement relies on the acceptance of Buyer of a supply, product order, planning, proposal or any other action by Seller.
- 1.9 Seller Goods are solely supplied to Buyer as per Agreement. In case Buyer resells Goods to a third party, Seller shall not bear any responsibility and Buyer shall indemnify, defend and hold harmless Seller and its affiliates and assigns from and against, all losses, liabilities, costs (including legal costs) and expenses arising out of or in connection with complaints or legal actions from any third party.

2. Quotations, Prices and Payment Terms

- 2.1 Buyer shall pay all quotations and prices ("**Prices**") on basis of net cash by means of Telegraphic Transfer (T/T) into the bank account mentioned on the Proforma Invoice or Commercial Invoice ("**Invoices**")
- 2.2 Buyer cannot cancel, delay or make changes to a mutually accepted Agreement and or Proposal without Seller prior approval. Seller approval will be without prejudice to any rights or remedies Seller may have under the Agreement or Proposal or at law. If due to the cancellation, delay or changes made by Buyer and cost and expenses incurred to Seller, such will be irrevocably reimbursed by Buyer accordingly and vice versa.
- 2.3 Upon receipt of Seller invoices for the Goods, Buyer shall (i) pay the agreed amount(s); (ii) pay on the agreed payment day(s) (iii) pay as per agreed payment structure. Buyer shall irrevocably pay all amounts in full without offset, counterclaim, deduction or tax withholding to the designated bank account of Seller.

3. Goods Delivery and Service Execution

- 3.1 Goods will be delivered Free on Board (FOB) from Seller production facility (according latest version of INCOTERMS) unless otherwise agreed upon.
- 3.2 Delivery dates communicated by Seller are indications/estimations only, and Seller shall not be held liable nor be in breach of its obligation to Buyer if any delay in delivery occurs. Seller shall always make reasonable effort to meet such delivery date(s) for the Goods or execution of a Service. In case of delay, Buyer and Seller will solve it amicably.
- 3.3 Title of Goods shipped under any Agreement passes to Buyer upon Buyer's payment in full for Goods. Risk of Loss or damage passes to Buyer upon agreed INCOTERMS, or otherwise agreed or stipulated in the project or agreement.
- 3.4 Goods delivered under the Agreement will be deemed accepted by Buyer as conforming to the Agreement, and Buyer will have no right to revoke any acceptance, unless if any such Goods are Defective Goods ("**Defective**" as defined below), reject such Goods. "Defective" Goods means any Goods received by the Buyer from Seller pursuant to an Agreement that: (a) do not conform to the InnoFiber inhouse testing results (b) not in accordance with Chinese Standard GB/T14343-2008 and GB/T 19975-2005 (c) exceed or missing the quantity of Goods ordered by Buyer pursuant to an Agreement. Where the context requires, Defective Goods are deemed to be Goods for purposes of this Agreement. If Buyer discovers any Defective Goods, Buyer must notice Seller to return or replace the Defective Goods. This notice of a claim to Seller of Defective Goods must be within thirty (30) calendar days following receipt of the delivery. The goods must be in her original packaging (bobbin(s) must be in its original plastic wrapping), any Goods opened or used cannot be returned by the Buyer. The claim shall provide Seller with the following information: (a) the bobbin number or description of Goods, (b) the order number, (c) the quantity of Goods to be returned or replaced, and (d) a description of the defects and nonconformities.
- 3.5 Upon receipt of the claim from Buyer, Seller shall diligently determine, in its reasonable discretion, whether the Goods are Defective Goods. Seller, in its sole discretion, shall either and within a reasonable time, correct defectiveness by replacing or deliver the missing Goods at Seller expenses and risk of loss, or credit the Price paid by Buyer for undelivered or Defective Goods. The remedies set forth in this [section 3.5](#) are Buyer exclusive remedies for the delivery of nonconforming Goods or otherwise agreed upon with Buyer for which Buyer has accepted delivery under this [section 3.5](#) and agreement.
- 3.6 External or third-party service providers that directly impact the functionality or usage of Goods including but not limited to connectivity, communication service, machinery, storage of Goods and the supply of energy are outside the control of Seller and Seller shall not bear any liability or responsibility thereof.
- 3.7 In order for Seller to successfully perform her obligations under the Agreement, Buyer information is of paramount importance and the information accuracy and completeness is required. Hence, upon request from Seller, Buyer shall provide any information whereas possible and applicable and give support to Seller.

4. Application for Goods and Services

- 4.1 All Goods are solely and only intended for Buyer and performed by Seller in accordance with the stipulations/clauses in the Agreement or Proposal. Buyer shall take the responsibility to keep the Goods in good condition whereas applicable.
- 4.2 Any unauthorized or irregular action by Buyer and as a result damaged or harmed the Goods under the Agreement without approval of Seller, Seller has the right to suspend her obligation until the issue with the Goods has been resolved. Might Service be required from Seller to provide remedy, then such Service will be charged/invoiced separately to Buyer.
- 4.3 Seller shall not be held responsible for her obligations under the Agreement and her performance of Goods and Services due to: (i) Force Majeure; (ii) Electricity outage, shutdown or fluctuations; (iii) Failure of Buyer to comply with the clauses under the Agreement.

5. Documentation and Information

- 5.1 The documentations and or information provided by Seller related to the Goods obtained from Seller or created by Seller whether in digital, printed or in whatever format will remain the property of Seller.
- 5.2 Buyer shall not use, publish, copy or disclose these without prior approval of Seller.

6. Force Majeure

If and to the extent that Seller performance of any of its obligations pursuant to the Agreement or Proposal is prevented, hindered or delayed directly or indirectly including without limitation by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, cyber-attacks and hacking, non-performance by third parties or suppliers of Seller which affect the Seller performance, or any other similar cause beyond the reasonable control Seller (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed shall be excused without any liability towards Buyer for such non-performance, hindrance or delay, as applicable, of those obligation affected (the "Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and , except as otherwise provided in this Section, Seller continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Seller whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify Buyer of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

7. Risk and Title of Goods

- 7.1 The risk of loss and damage will pass to Buyer; the Goods under the Agreement or Proposal are delivered to the location specified and in accordance with the applicable INCOTERM.
- 7.2 Except as otherwise set forth in the Agreement or Proposal, Seller will own the legal title of Goods and will pass only to Buyer when Seller has received payment(s) in full of all amounts due by Buyer and to the extent sanctioned by applicable law. Until the legal title of Goods has passed to Buyer; (i) Buyer shall retain the Goods in good and identifiable condition; (ii) Buyer shall not transfer, grant right or title of the Goods to any third party.
- 7.3 Seller will take any action reasonably in the event of breach by Buyer and not limited to; (i) require Buyer to send back the Goods at Buyer cost (all related costs are to be borne by Buyer); (ii) Buyer fully support and cooperate with Seller, and enabling Seller to collect the Goods in which the title of Goods has not yet passed.

8. Limited Warranty and Disclaimer

- 8.1 Seller does not give warranty for third party goods, goods not in relationship to the Seller goods or brand or trademark owned by Seller.
- 8.2 After a valid claim on the condition being filed timely, and in accordance with the provisions in relation to [section 3](#). Seller shall, at its own discretion and within reasonable time, remedy, replace, the defective Good(s) executed according a time schedule. In the event that a defective Good(s) cannot be remedied for whatever reason, Seller shall refund or credit monies paid by Buyer. The defective Good(s) shall be returned to Seller.
- 8.3 In the event that Seller decides that a claim is not valid, Buyer will bear the costs incurred by Seller handling and testing, personnel and the transport of Goods to and from the site.
- 8.4 Any indemnification and warranty obligations of Seller under an Agreement or Proposal are conditional upon; (i) proper storage, installation, use, operation, and maintenance of Goods, all in accordance with the industry standard practices and other instructions or terms communicated by Seller to Buyer; (ii) Buyer keeping accurate and complete records of operation and maintenance during the receipt of Goods and claim and providing Seller access to those records; and (iii) modification or handling of Goods only as authorized by Seller. Failure to meet these conditions renders the claim or warranty null and void.
- 8.5 The warranty provided in this [section 8](#) does not apply to damage or failure arising as a result of any Force Majeure or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, neglect, exposure or any use or installation in violation by the Buyer or any applicable standard or code within the industry.
- 8.6 Nothing in an Agreement or Proposal or execution of Service will be construed against Seller to create any obligation, standard of care or liability to persons or third parties.

- 8.7 SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THE AGREEMENT, AND SUBJECT TO APPLICABLE LAW, [SECTIONS 8 AND 10](#) STATE THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES IN CONNECTION WITH DEFECTIVE PRODUCTS OR DEFECTIVE SERVICES, REGARDLESS OF WHEN THE DEFECT ARISES, AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT OR EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WILL EXTEND DIRECTLY TO BUYER ONLY AND NOT TO ANY THIRD PARTY, INCLUDING BUYER'S CUSTOMERS, AGENTS OR REPRESENTATIVES. INNOFIBER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AGAINST INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AN ESSENTIAL PURPOSE OF THE LIMITED EXCLUSIVE LIABILITIES AND REMEDIES UNDER THE WARRANTY IS ALLOCATION OF RISKS BETWEEN INNOFIBER AND CUSTOMER, WHICH ALLOCATION OF RISKS IS REFLECTED IN THE PRICES.

9. Rights in Intellectual Property and Documentation

- 9.1 Seller Goods or Services (including documentation, applications) whereas applicable, no rights to IPR are conferred to Buyer or any third party other than explicitly granted under the Agreement.
- 9.2 Buyer shall not and shall not permit any third party in respect of the information or application supplied by Seller to; (i) reproduce, copy, make any alternations or modifications or translation; (ii) make available by any means to other Third parties.
- 9.3 Any feedback, suggestions, recommendations arising out of a dialogue between Seller and Buyer are fully free to be used and implemented by Seller and own all IPR arising thereof. Seller is entitled to promote, publicize, market the service, goods, deliverable and creations resulting from the performance under the Agreement or Proposal.

10. Limitation of Liability

- 10.1 Seller will not be held liable under any circumstances for consequential damages, loss of data, profit loss, reputation or goodwill loss directly or indirectly related to the Goods and or Services performed by Seller under the Agreement.
- 10.2 The limitations and exclusions of liability will apply only to the extent permitted by applicable mandatory law.

11. Confidentiality

During the term of an Agreement, the Buyer may have access to confidential information relating to such matters as Seller's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in an Agreement, "Confidential Information" means information belonging to Seller which is of value and the disclosure of which could result in a competitive or other disadvantage to Seller, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. Confidential Information does not include: (i) information that was known to the Buyer before receipt thereof from or on behalf of the Seller; (ii) information that is disclosed to the Buyer by a third person who has a right to make such disclosure without any obligation of confidentiality to Seller seeking to enforce its rights under this Section; (iii) information that is or becomes generally known in the Industry without violation of an Agreement by the Buyer; or (iv) information that is independently developed by the Buyer or its employees or affiliates without reference to the Seller's information. Buyer will protect the Seller's Confidential Information with at least the same degree of care it uses with respect to its own Confidential Information, and will not use Seller's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, Buyer may disclose the Seller's Confidential Information if (i) required by law, regulation or legal process; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure.

12. Assignment

Buyer may not transfer or assign an Agreement, or any of its rights or obligations thereunder, without the prior consent of Seller.

13. Termination of an Agreement

In the event that Buyer breaches any of its obligations under an Agreement or these terms; (i) whether as a result of failure to make payments to any amounts when due; or (ii) as a result of failure Buyer not able to perform her other obligations by operation under law; or (iii) Or change in financial position of the Buyer and affecting Buyer ability to perform her obligations under the Agreement like bankruptcy or insolvency and the like within the business practice, then Seller may declare all outstanding amounts by Buyer due and irrevocably payable and may set off any amount that Seller owes to Buyer under any Agreement including any bank guarantees, letter of credit, advance payments or deposits made by Buyer. Seller may in its sole discretion by notice to Buyer with immediate effect suspend or cancel any performance due from Seller or terminate the Agreement or any part thereof, and/or suspend without any liability towards Buyer.

14. Governing Law and Jurisdiction

- 14.1 The laws of People's Republic of China govern all Agreements, Offers and these Terms, without regard to conflict of law principles, or as otherwise agreed between Buyer and Seller. Any legal action or proceeding arising out of or in connection with an Agreement, a Proposal or these Terms that cannot be settled through consultation, amicable and in good faith within thirty (30) days after notice from either Party that a dispute exists, will be brought exclusively to the China Economic and Trade Arbitration Committee ("CIETAC") and arbitration shall be conducted in Shanghai in accordance with the rules of CIETAC. The United Nations Convention on Contracts for the International Sale of Goods are excluded.
- 14.2 If the Terms, Agreement, Proposal or Offer are made available in a language other than English, such other version shall be for reference only. In the event of any inconsistency between the English and any other language version of the Terms, Agreement, Proposal or Offer the English version shall prevail.

15. Use of Data and Privacy

- 15.1 Seller and Buyer shall comply with all applicable data protection laws.
- 15.2 Buyer acknowledges and agrees that Seller and its affiliated companies (or their respective subcontractors) may collect information and data generated from Goods and Services (including any third-party goods, service or system provided in conjunction with the Goods and/or Service) and/or the use thereof ("Usage Data").

Seller is entitled to use the Usage Data, free of charge, at any time during the term of an Agreement and afterwards, in its sole discretion for any purposes whatsoever, including to aggregate or compile Usage Data with other data, create IPR or derivative works of or modify or adapt Usage Data to provide, maintain, and improve Goods and services, and to develop new products or features or services.

16. Miscellaneous

- 16.1 Any notice or request required or permitted to be given or made under any Agreement and any agreement between Seller and Buyer shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail to either Seller or Buyer to which it is required or permitted to be given or made at such address stipulated in and Agreement.
- 16.2 Quotations, Proposals, prices and terms are subject to correction for man-made or typographical error.