

General Conditions of Sale of Hangzhou Wulf Chain Co., Ltd.

1. Definitions

In these Conditions the following words have the following meanings: Supplier means Hangzhou Wulf Chains Co., Ltd. with its registered address at 40 Tangning Road, Yunhe Town, Yuhang District, Hangzhou, Zhejiang, the People's Republic of China; Purchaser means any individuals, companies or legal entities that purchase the Goods from the Supplier; Products means any Products agreed in the Order to be supplied to the Purchaser by the Supplier (including any part or parts of them); and Order means any order by the Purchaser for the sale and purchase of the Products.

2. General Provisions

2.1 These conditions apply to all the Supplier's sales and any variation to these conditions and any representations about the Goods will have no effect unless expressly agreed in writing and signed by an authorized representative of the Supplier. To the extent of any conflict, the terms of these General Conditions shall supersede those of an order unless otherwise agreed. For the scope of deliveries or services (hereinafter: deliveries) the mutual written declarations shall be relevant. The Purchaser's terms and conditions only apply where the Supplier has explicitly agreed to them in writing. In all other cases only these General Conditions of Sale shall be relevant for the contract. Unless stipulated otherwise the General Conditions of Sale in the version valid at the time of ordering or the last written version provided to the Purchaser apply also to identical future contracts without the Supplier having to point this out to the Purchaser in every individual instance.

2.2 The Supplier reserves the unrestricted right of ownership and exploitation of copyright for all quotations, drawings, programs and data, even stored in electronic media, and other documents (hereinafter called : documents). The documents may only be made available to third parties after express written agreement of the Supplier. If the contract is not awarded to the Supplier, they must be returned immediately and without specific request. Clauses 1 and 2 apply correspondingly to the Purchaser's documents. However, they may be made available to third parties to whom the Supplier has permissibly transferred deliveries. The Supplier has stored the purchaser's data according to the data protection law.

2.3 Legally binding declarations and notifications required from the Purchaser following the conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of cancellation or reduction) must be in writing to be effective.

3. Offers and Orders

3.1 Offers of the Supplier shall be subject to confirmation and not be binding; in particular with reference to quantities, price and delivery time, unless explicitly marked binding or containing a specific term of acceptance.

3.2 Each Order will be deemed to be an offer by the Purchaser to purchase Goods subject to these conditions.

3.3 No Order placed by the Purchaser shall be deemed to be accepted by the Supplier until a written acknowledgement of order is issued by the Supplier or (if earlier) the Supplier delivers the Goods to the Purchaser.

3.4 The Purchaser must ensure that the terms of its Order and any applicable specification are complete and accurate.

3.5 Any amendments to and modifications of the agreement including the General Terms of Sale must be in writing to be effective. The requirement of written form shall also be deemed fulfilled if transferred by means of telecommunication such as facsimile or e-mail if a copy of the signed statement is transmitted. Verbal admissions by the Supplier prior to the conclusion of the contract are not legally binding and any verbal agreements shall be replaced by the written contract unless they were meant to remain specifically valid after the conclusion of the contract.

4. Product Information

All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Contract or Order confirmed by Supplier.

5. Drawings and Descriptions

5.1 All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5.2 The Supplier may, at the request of the Purchaser, provide free of charge information and drawings which are necessary to permit the Purchaser to commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

6. Price

6.1 Unless otherwise stipulated, all prices are quoted in RMB ex works.

6.2 Unless otherwise stated, the Prices shall be exclusive of packaging, VAT and any other applicable tax, export shipments customs duties and fees, and any other public dues.

6.3 Unless otherwise stated, the Prices does not include delivery.

6.4 If the Supplier has taken over the responsibility for assembly or installation and unless otherwise agreed, the Purchaser shall bear all additional costs such as travel expenses, expenses for the transportation of tools and personal luggage in addition to the agreed prices

7. Delivery and Default

7.1 Unless otherwise agreed in writing by the Supplier, delivery of the Products and possible supplementary performance will take place at the Supplier's place of business.

7.2 Any dates specified by the Supplier for delivery of the Products are

intended to be an estimate and time for delivery will not be made of the essence by notice. The delivery time shall be agreed individually or shall be stated by the Supplier upon acceptance of the order. If this is not the case, the delivery period is approximately six weeks. If shipping has been agreed, delivery dates and deadlines refer to the time of transfer to the forwarder, carrier or other third party assigned to transport the goods.

7.3 Subject to the other provisions of these conditions the Supplier shall not be liable for any loss of profits, loss of business or any other indirect or consequential damages caused directly or indirectly by any delay in the delivery of the Products.

7.4 If for any reason the Purchaser does not accept delivery of any of the Products when they are ready for delivery, or the Supplier is unable to deliver the Products on time because the Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (a) risk of loss of or damage to the Products shall pass to the Purchaser; (b) the Products shall be deemed to have been delivered; and (c) the Supplier may store the Products until delivery whereupon the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

7.5 Partial Deliveries are permissible as far as they are reasonable for the Purchaser.

7.6 The Purchaser shall inspect all Products on delivery and sign the certificate of acceptance of the Products, which certificate shall not be unreasonably delayed or rejected. Should the Purchaser fail to inspect the quantity, type and specification and appearance of Products and sign the certificate of acceptance within two days from delivery, the quantity, type and specification and appearance of Products delivered shall be deemed to be in conformity with the Contract. Such acceptance certificate shall be evidence of complete and accurate delivery. If non-observance of the time-limits is the result of force majeure, e.g. mobilization, war, riot or similar events, e.g. strike or lock-out, the agreed time-limits shall be extended appropriately.

7.7 The Purchaser shall notify the Supplier in writing of the name and signature specimen of the person who is designated by the Purchaser to sign such certificate of acceptance upon the conclusion of this Agreement. In case there is any change, it is being understood that the Supplier is not obligated to verify the title and affiliation of such person and any person signing on such certificate of acceptance will be deemed to have the power and authority to sign on behalf of the Purchaser.

7.8 Provided the Supplier is unable to fulfil delivery periods for reasons for which the Supplier cannot be held responsible (non-availability of performance), the Supplier shall immediately inform the Purchaser to this effect and at the same time specify the likely new delivery time. If the service is not available within the new delivery deadline either, the Supplier shall be entitled to cancel the contract in full or in part; the Supplier will reimburse an already provided consideration of the Purchaser immediately.

7.9 The compliance with deadlines for deliveries shall only be binding if all documents to be furnished by the Purchaser, necessary permits and approvals, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser

are fulfilled. If these prerequisites are not met in time, the terms and deadlines shall be extended appropriately, on condition that the Supplier is not culpably responsible for the delay.

7.10 The occurrence of default in delivery is determined in accordance with legal regulations. In any case a reminder in writing by the Purchaser is required. If the Supplier defaults in delivery, the Purchaser is entitled to demand lump-sum compensation for his default damage. The lump-sum compensation shall be 0.5 % of the net price (delivery value) per complete calendar week's default, subject to a maximum of 5 % of the delivery value of the goods delivered late. The Supplier reserves the right to provide proof that the Purchaser suffered no loss at all or a significantly smaller loss than the aforementioned lump-sum.

7.11 Claims for damages on part of the order due to a delayed delivery exceeding the limits specified in 7.10 are excluded for all cases of delayed performance, even after the expiry of a delivery deadline the Supplier has possibly been set. This does not apply in the case of intention, gross negligence or due to bodily injury, damage to health or in the case of loss of life where there is mandatory liability. The Purchaser may only rescind the agreement within the framework of the statutory provisions, if the Supplier is responsible for the default in delivery. Shifting the burden of proof to the disadvantage of the Purchaser is not connected with the regulations above.

7.12 At the request of the Supplier the Purchaser is required to state within a reasonable period of time whether it is withdrawing from the contract as a result of the delay, or whether it insists on the delivery.

7.13 Should on request of the Purchaser the dispatch or delivery be postponed for more than one month after the cargo-ready notification, the Supplier is entitled to invoice the order a storage fee for each month started in the amount of 0.5 % of the price of the goods, however, not more than a total of 5 %. The parties to the contract are free to prove that the warehousing costs were higher or lower.

8. Payment

8.1 Unless otherwise agreed, the purchase price shall be paid with one third at the formation of the Contract and one third when the Supplier notifies the Purchaser that the Product, or the essential part of it, is ready for delivery. Final payment shall be made when the Product is delivered.

8.2 Invoices are payable within thirty days without any deductions unless otherwise agreed in writing. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited. Cheques are considered as payment only after encashment.

8.3 The Purchaser is deemed in default once the payment term has expired. When in default the purchase price is accruing interest at the statutory default interest rate. Any claims for higher interests and further damages in case of default remain unaffected.

8.4 The Purchaser may set off only those claims or withhold payment due to claims that are undisputed or have been determined in a legally binding manner.

8.5 If there are indications after conclusion of the contract that Suppli-

er's entitlement to the purchase price is at risk through insufficient ability of the Purchaser to pay (e.g. by an application for opening of insolvency proceedings) then according to the statutory regulations, Supplier shall be entitled to refuse performance of delivery and –if applicable after setting a deadline–to cancel the contract (§ 94 Contract Law). In the case of contracts for the manufacture of specific items (making to specification) withdrawal is possible immediately; this shall not affect the legal provisions concerning the dispensability of fixing a time limit.

9. Transfer of risk

9.1 The risk of accidental loss and the accidental deterioration of the goods is transferred to the Purchaser, even if delivery terms are carriage-paid, at the moment in which the consignment is made ready for dispatch or collected. The goods shall be transported uninsured at the expense and in any event at the risk of the Purchaser. This shall also apply in cases of any delivery free of charge and regardless of which means of transport shall be used. At the Purchaser's request and expense, deliveries are insured by the Supplier against customary transport risks.

9.2 If the Purchaser is responsible for the delay of shipment, delivery, start, accomplishment of installation or mounting, taking over in the own factory or the test run, or if the Purchaser is late in accepting delivery for any other reason, the risk shall be passed to the Purchaser.

10. Retention of Title

10.1 The Supplier reserves the ownership of the products purchased until all payments resulting from the existing business relation with the Purchaser have been fully performed. The Purchaser shall at the request of the Supplier assist the latter in taking any measures necessary to protect the Supplier's title to the Product. The retention of title shall not affect the passing of risk of the product to the Purchaser under Section 7 and 9. To the extent that Supplier agree with the customer on payment of the purchase price owed on the basis of the cheque/note payment procedure, the retention also extends to the redemption of the note accepted by Supplier from the Purchaser and is not extinguished by the crediting of the check received by Supplier.

10.2 Purchaser shall treat the goods with due care; in particular, it shall adequately insure it at the replacement value at the time of purchase against fire, water and theft damages. Provided that service and inspection work is required, the purchaser must carry out such work at its own expense.

10.3 In the event of seizures or other action by third parties, the Purchaser must notify Supplier immediately in writing.

10.4 The Purchaser has the right to resell the purchased goods in the ordinary course of business; however, the Purchaser assigns to the Supplier, already now, all demands in the amount of the final commercial invoice (including value-added tax if applicable) of the Supplier's demand that accrue to the Purchaser by reason of the resale to its customer or third party, irrespective of whether the purchased goods are sold with or without processing. Supplier accepts this assignment. The Purchaser shall remain entitled to collect this claim even after assignment. Supplier's authority to collect the claim

itself remains unaffected by this. However, the Supplier agrees not to recover debts itself as long as the Purchaser complies with its payment obligations from the amounts received, does not default and in particular applications for insolvency proceedings have not been submitted and the Purchaser does not cease payment. Should this, however, be the case the Supplier is able to demand that the Purchaser makes the assigned claim and the debtors known to Supplier, provides all details necessary for collection, hands over the appropriate documents and informs the debtors (third parties) of the assignment.

10.5 The processing or transformation of the purchased item by the Purchaser shall always be done for the Supplier. If the object of sale is processed with other objects not belonging to the Supplier, Supplier shall acquire part ownership of the new object in the same ratio as the value of the object of sale to the value of the other objects used at the time they were processed. Apart from that, for the goods being processed the same shall apply as for the purchase item, which was delivered with reservations.

10.6 If the object of sale is indivisibly mixed with other objects not belonging to Supplier, Supplier shall acquire part ownership of the new object in the same ratio as the value of the object of sale to the value of the other objects used at the time they were mixed. If the intermixture is performed in such a way that the Purchaser's article must be regarded as the main article, it is agreed that the Purchaser shall give Supplier pro rata co-ownership. In doing so, the Purchaser preserves the accrued sole or co-ownership for the Supplier.

10.7 As a security for Supplier's claim, the Purchaser also assigns to Supplier the claims arising against a third party by integration of the purchased goods into real property. The Supplier accepts this assignment.

11. Liability for Material Defects

11.1 Unless otherwise agreed or confirmed by supplier in writing, the quality of the products shall be in accordance with the customary trace practice.

11.2 Pursuant to the provisions of this Section, the Supplier shall remedy at the option of the Supplier any material defects resulting from the Supplier's faulty design, materials or workmanship which could be evidenced within the limitation period – regardless of the length of service. The Supplier shall first be given the opportunity to supplement its performance within a reasonable period of time. If the supplementary performance is unsuccessful, the Purchaser is entitled to rescind the contract or reduce the remuneration.

11.3 Claims for material defects expire after 12 months. This shall not apply insofar as the law stipulates longer deadlines as well as in cases of the injury to life, the body or the health, with a willful or grossly negligent breach of duty of the supplier and with malicious non-disclosure of the defect.

11.4 The Purchaser shall notify defects to the Supplier in writing and without undue delay. The notification must indicate clearly the kind and extent of the alleged defect. Any good to which objections shall not have been raised in accordance with the procedures and dead-

lines set out above shall be regarded as approved and accepted.

11.5 The Purchaser shall at its own expense arrange for any dismantling and reassembly of equipment other than the Products, to the extent that this is necessary to remedy the defect.

11.6 Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for repair, dismantling, installation and transport as a result of the Product being located in a place other than the Purchaser's place of business, in particular carriage, road costs, labor cost and cost of materials

11.7 Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

11.8 The Supplier is not liable for defects arising out of materials provided, or a design stipulated or specified by the Purchaser.

11.9 The Supplier is liable only for defects which appear under the conditions of operation provided for herein or in the relevant contract and under proper use of the Product. The Supplier's liability shall be excluded in case of faulty maintenance, incorrect erection, faulty repair by the Purchaser, merely insignificant divergence of the quality of the delivered goods from the agreed quality, of only irrelevant impairment of the usability, of natural wear and tear or deterioration, and of defects that occurred after the passing of risk due to improper or careless handling, unsuitable or inappropriate use, incorrect installation and/or putting into service by the purchaser or a third party, deficient construction work, unsuitable foundations, chemical, electronic or electrical effects - insofar as these circumstances are beyond the control of the Supplier - or faults due to special influences that are not preconditions in accordance with the contract. Besides, the Supplier's liability shall be excluded as soon as Purchaser has re-utilized the delivered goods or started further treatment or processing without the Supplier's consent in writing.

11.10 It is being understood that the Supplier shall not be liable for any loss of production, loss of profit and other indirect loss caused by such defects. Such limitation of liability shall not apply if the Supplier has been guilty of intent or the Supplier's gross negligence causes damage to life, body or health.

12. Consequential Losses

Save as otherwise stated in the Contract, there shall be no liability for the Supplier towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

13. Force Majeure

Should either Party be prevented from performing its obligations due to force majeure, such as earthquake, typhoon, flood and war and other unforeseen events, and their happening and consequences are unpreventable or unavoidable, the Party affected by the force majeure event mentioned above shall notify the other Party by fax without any delay, and within 15 days thereafter provide the detailed information of the occurrence of the force majeure event. The Parties shall, through consultations, decide whether or not to terminate the contract, modify certain obligations under the contract, or delay the performance of the obligations under the contract according to

the effects of the events. The Party prevented from performing its obligations under the contract shall not be liable to the other Party to the extent that the failure to perform such obligations is solely as a result of any such force majeure event.

14. Intellectual Property Rights

14.1 Unless otherwise agreed upon the Supplier is obligated to provide deliveries free of all intellectual property rights of third parties (called property rights in the following) only within the People's Republic of China (for the purpose of this Contract, the People's Republic of China only refers to Mainland China only). If a third party lodges legitimate claims against the Purchaser because of breach of property rights through deliveries made and contractually used by the Supplier, the Supplier is liable towards the Purchaser according to the following regulations within time period stipulated in Art. 11.3:

- a) According to its choice and at its own expense the Supplier will, for the deliveries in question, evoke a right of usage, change them in such a way that there will be not violation of property rights or exchange them. Should that prove impossible to the Supplier under adequate conditions the Purchaser may exercise his right of withdrawal or reduction.
- b) The Supplier's obligation to pay compensation is regulated by Section 11.
- c) The above mentioned obligations of the Supplier only apply in so far as the Purchaser informs the Supplier immediately and in writing about any claims made by third parties which are not accepted by him and where the Supplier reserves the right to defense measures and settlement negotiations. If the Purchaser ceases using the deliveries due to a defect reduction or other important reasons, he is obligated to mention to the third party that his cessation of usage does not mean recognizing a violation of property rights.
- d) All claims by the Purchaser are excluded in so far as it is responsible for the violation of property rights.

14.2 All claims by the Purchaser are further excluded as far as the violation of property rights has been caused by special preconditions made by the Purchaser or by a certain way of usage not foreseen by the Supplier or caused by the fact that the Purchaser changed the delivery or used it together with other products not delivered by the Supplier.

14.4. In the case of other defects of title, the provisions of Art.11 shall apply accordingly.

14.5. Further claims of the Purchaser against the Supplier and his agents on account of defects of title or other claims than those regulated in this Art.14 are hereby excluded.

15. Confidentiality Obligations

15.1 The Purchaser shall maintain in confidence confidential information of the Supplier and shall keep strictly secret and not disclose such confidential information, directly or indirectly, to any third party and shall itself use the confidential information solely for the purposes permitted by this Agreement. In maintaining the confidentiality of confidential information, the Purchaser shall exercise the same degree of care that it exercises with its own confidential information,

and in no event less than a reasonable degree of care. For the purpose of this Agreement, "confidential information" shall mean all information disclosed to or obtained by the Purchaser from the Supplier, including without limitation, drawings, technical documents and any information on the business operations.

15.2 The Purchaser shall cause its directors, officers and other employees and those of its subsidiaries or affiliated companies, also to comply with such confidentiality obligation.

15.3 This Obligation shall survive the early termination or expiry of this Agreement.

16. Impossibility; adaptation of contract

16.1 To the extent that delivery is not possible the Purchaser is entitled to demand compensation unless the Supplier is not responsible for such impossibility. The claim for damages of the Purchaser shall be limited to the typically foreseeable damage caused by the non-delivery of the missing part of the delivery. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence or injury of life, body or health; this does not imply a change in the burden of proof to the detriment of the Purchaser. Purchaser's right to rescind the contract remains unaffected.

16.2 Insofar as any unforeseeable, not only short-term occurrences within the purport of Art.7.8 considerably alter the economic importance of the item of delivery or exercise a major influence on the supplier's operations, the contract shall be suitably revised in compliance with the principle of good faith. If this is not justifiable economically, both parties have the right to withdraw from the contract. If one of the parties intends to exercise its right to rescind the contract, it shall notify the other party thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period has previously been agreed.

17. Termination

Upon the occurrence of any one of the events below, the Supplier may at any time send written notice to the Purchaser of an intention to terminate this Agreement, if:

- (i) the Purchaser breaches this Agreement and such breach is not cured within ten (10) days of written notice to the Purchaser;
- (ii) the Purchaser becomes bankrupt, is the subject of proceedings for liquidation or dissolution, ceases to carry on business, or becomes unable to pay its debts as they come due;
- (iii) any other reason for termination stipulated in this Agreement.

18. Effectiveness

This Agreement shall come into effect upon acceptance by the Supplier of specific purchaser order and the signature by the duly authorized representatives of each Party below.

19. Governing Law and Settlement of Disputes

19.1 The formation of this Contract, its validity, interpretation, execution as well as settlement of the disputes shall be governed by the laws of the PRC.

19.2 Any dispute between the Parties in connection with the interpretation, execution, breach, termination and/or enforcement of this Contract and relevant contract shall be first settled through friendly consultations between the Parties. In case no settlement can be reached through consultations, either party may bring a suit before the people's court at the place of the Supplier.

20. Severability

If any provision of this Contract is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Contract but without invalidating any of the remaining provisions of this Contract.

21. Not Waiver of Rights

No failure or delay by any Party in exercising any right or remedy under this Contract shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Supplier under this Contract are cumulative, may be exercised as often as the Supplier considers appropriate and are in addition to its rights and remedies under law.

22. Assignment

The Purchaser shall not assign, partially or entirely, any of its rights or obligation hereunder to any third party without the prior written consent from the Supplier.

23. Communications

Notices or other communications required to be given by either Party pursuant to this Contract shall be in writing and may be delivered personally or sent by EMS or by facsimile transmission or by registered mail to the address of the other Party to the registered office or principle place of business of either party.

The dates on which notices shall be deemed to have been duly received shall be determined as follows:

- (a) Notices given by personal delivery shall be deemed duly received on the date of personal delivery pursuant to a signed receipt of delivery.
- (b) Notices given by EMS shall be deemed duly received on the date indicated on the receipt of delivery.
- (c) Notices given by registered mail shall be deemed duly received within seven (7) from the sending date.
- (d) Notices given by facsimile transmission shall be deemed duly received on the first business day following the date of successful transmission and receipt.

24. Language

This General Conditions of Sale is made in English and Chinese. In case of any discrepancies between the two language versions, the English version shall prevail.

Hangzhou, China, 1st May 2020.