

General Conditions of Purchase (GCPs) of Hangzhou Wulf Chain Co., Ltd.

1. Definitions

In these Conditions the following words have the following meanings:

Purchaser 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;

Supplier means any individuals, companies or legal entities that supply the Products to the Purchaser;

Products means any Products (including Standard Products and Customized Products), materials and services agreed in the Order to be supplied to the Purchaser by the Supplier (including any part or parts of them);

Standard Products means Products such as parts and components that are standardized in the Supplier's industry (Commodities / Consumables)

Customized Products are products made by the Supplier based on special requirements and special specifications exclusively for the Purchaser.

Order means any order placed by the Purchaser for the sale and purchase of Products.

2. General Provisions

2.1 The following GCPs apply exclusively and finally, even if not specifically agreed in the individual case, for all transactions involving deliveries to Purchaser, even if the Purchaser accepts without reservation deliveries from the Supplier, knowing that its terms of business are contrary to or different from this GCPs.

2.2 Unless stipulated otherwise, the GCPs in the version valid at the time of ordering or the last written version provided to the Supplier apply also as a master agreement for similar future contracts without any obligation on Purchaser to point this out in each individual instance.

2.3 Any differing, contrary and/or supplementary General Terms and Conditions of Business and Delivery of the Supplier are herewith rejected and shall be deemed to have been waived, even if they are not expressly rejected at the time of the conclusion of the contract or at a later time or if they supplement these GCPs. They become part of the contract only in exceptional cases and only to the extent to which Purchaser has expressly consented in writing to their applicability. This requirement of consent shall apply in any event, for example even if Purchaser accepts the delivery without reservation although the Purchaser are aware of the Supplier's General Terms and Conditions of Business and Delivery.

2.4 The employees of Purchaser are not authorized to agree, on delivery notes, receipts



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of delivery or similar documents, to the applicability of any terms of purchase other than these GCPs. With the first partial delivery of the goods (things, rights etc. in a comprehensive sense) at the latest, the applicability of these GCPs shall be deemed to have been accepted, also for subsequent orders, even if no special reference is made to them.

2.5 Individual agreements entered into with the Supplier in an individual case (including side agreements, supplements and changes) shall in any case take priority over these GCPs. Subject to proof of the contrary, a written contract or Purchaser's written confirmation shall be decisive with regard to the content of such agreements.

2.6 Legally binding declarations and notifications required from the Supplier following the conclusion of the contract (e.g. setting of deadlines, reminders, declarations of cancellation or reduction) require the written form in order to be effective.

2.7 References to the applicability of legal provisions are for purposes of clarification only. Even without such clarification the legal provisions shall therefore apply unless directly amended or expressly excluded in these GCPs.

3. Offers and Orders

3.1 Offers submitted by the Supplier shall be non-binding for Purchaser and free of charge for Purchase.

3.2 Purchaser is entitled to issue order at any time. And only orders issued by Purchaser in writing shall be binding for Purchaser. Oral agreements shall only be effective if they have been confirmed by Purchaser in writing. And Supplier shall point out to Purchase obvious errors (e.g. spelling or calculation errors) and any incompleteness of the order including the order documents; the order shall otherwise be considered not binding.

3.3 Supplier must confirm the orders issued by Purchaser in writing with its signature or chop and send back to Purchaser within 24 hours. It shall be deemed as acceptance, if Supplier fails to confirm the order on time. Without any proper reason the Supplier is not allowed to refuse to accept the order. Purchaser reserves the right to reduce the amount of purchase, delay the payment or deduct price for Supplier which fails to comply with the rules of confirmation.

3.4 With regard to quantity, quality, delivery time and price, the Supplier shall adhere to the terms of the enquiry or of the invitation to tender, and in the event of a deviation the Supplier shall expressly identify such deviation in writing immediately. Otherwise it will forfeit its claim for additional remuneration. It is bound by its offer for four weeks. If there are differences with regard to quantity, dimensions or weight of the supplied goods, the definitive values shall be those determined by the Purchaser's inspection of



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incoming goods. The Purchaser reserve the right to accept or reject under- or over-deliveries.

3.5 For the Order for the purchase of Standard Products, the Purchaser is entitled to suspend and cancel the order within fourteen days before delivery date without providing any reason. Upon receipt of notice of such suspension, the Supplier shall immediately suspend production and notify the Purchaser in writing within 5 business days of any raw material costs incurred in connection with the Order, and the Purchaser shall then decide, in its sole discretion, whether to proceed with the order or cancel the order. If the Purchaser ultimately decides that the Supplier shall continue to complete the order, the Purchaser shall release the Supplier from liability for any delay in delivery resulting from the previous suspension of production, provided that the delay in delivery shall not exceed 5 business days. The Purchaser shall not be liable for any loss or damages suffered by the Supplier because of the previous suspension of production. If the Purchaser ultimately decides to cancel the Order, the Purchaser shall bear exclusively the raw material costs incurred by the Supplier in connection with the Order, which shall only be reimbursed with probative evidence provided by the Supplier. Further costs, losses and damages of the Supplier will not be compensated.

3.6 For the Order for the purchase of Customized Products, the Purchaser is entitled to suspend and cancel the order within fourteen days before delivery date without providing any reason. Upon receipt of notice of such suspension, the Supplier shall immediately suspend production and notify the Purchaser in writing within 5 business days of any raw material and production costs incurred in connection with the Order, and the Purchaser shall then decide, in its sole discretion, whether to proceed with the order or cancel the order. If the Purchaser ultimately decides that the Supplier shall continue to complete the order, the Purchaser shall release the Supplier from liability for any delay in delivery resulting from the previous suspension of production, provided that the delay in delivery shall not exceed 5 business days. The Purchaser shall not be liable for any loss or damages suffered by the Supplier because of the previous suspension of production. If the Purchaser ultimately decides to cancel the Order, the Purchaser shall bear exclusively the raw material and the production costs incurred by the Supplier in connection with the Order, which shall only be reimbursed with probative evidence provided by the Supplier. Further costs, losses and damages of the Supplier will not be compensated.

3.7 The Supplier is not allowed to cancel the order without Purchaser's consent. In case that the Supplier cancels the order, regardless of the reason, the Supplier is required to give a written notice to the Purchaser at the latest two weeks prior to the date of delivery and pay liquidated damage at rate of 10% of amount of undelivered part. Besides, the Supplier must compensate for loss of the Purchaser caused by cancellation (if any). This shall not affect the right of Purchaser to cancel the order or terminate the contract according to Chinese Laws concerning sales and purchase contract or individual



agreements.

4. Prices - Terms of payment

4.1 The Supplier warrants that the quotation it offers to the Purchaser is the most favorable. If the price offered by the Supplier to a third party is lower than that offered to the Purchaser or if the market price is lowered, the Supplier shall lower the price accordingly as required by the Purchaser. The price specified in the order shall be binding and inclusive of all ancillary costs. Unless otherwise agreed in writing, the price shall include delivery free the Purchaser's address or other expressly agreed place, including but not limited to freight, packaging, insurance and tax. If otherwise agreed, freight, insurance and packaging costs shall be advanced by the Supplier. Changes based on subsequently increased costs, taxes etc. are excluded.

4.2 If the price is not fixed at the time the order is placed, it must be communicated to the Purchaser at the time of confirmation of the order at the latest. If the Purchaser does not object within 10 working days, this price shall be deemed to have been approved by the Purchaser. The method of pricing shall not in any way affect the agreement with regard to the place of performance.

4.3 Unless otherwise agreed in writing, the Purchaser shall pay to the account designated by the Supplier within the payment period agreed by both parties upon the Purchaser has accepted the Supplier's goods and issued acceptance documents or the goods have been deemed to be accepted by the Purchaser, and the Purchaser has received the Supplier's invoice and recorded it into account. Unless otherwise specified by law, relevant taxes and fees shall be agreed by both parties separately.

4.4 The rights of offsetting and retention as well as the plea of non-performance of the contract are available to the Purchaser according to statutory provisions. In particular, the Purchaser is entitled to withhold due payments for as long as the Purchaser is still entitled to claims against the Supplier arising from incomplete or defective performance. The Purchaser shall not be liable to pay interest on arrears. The statutory provisions regarding payment default shall apply.

4.5 The Supplier shall have a right of set-off and/or right of retention only in cases of claims that have been legally established or are undisputed.

4.6 The Supplier may assign its claims or have them collected by a third party only with the Purchaser's written consent. Partial assignment by the Supplier is excluded. This does not apply insofar as the claims are claims for money.



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5. Invoicing

5.1. The Supplier shall issue invoice according to the invoicing information of the Purchaser as below:

Name: Hangzhou Wulf Chain Co., Ltd.

Taxpayer Identification Number: 91330100744102325D

Address: No. 40 Tangning Road, Yunhe Town, Yuhang District, Hangzhou, Zhejiang

Telephone number: 0571-86189903

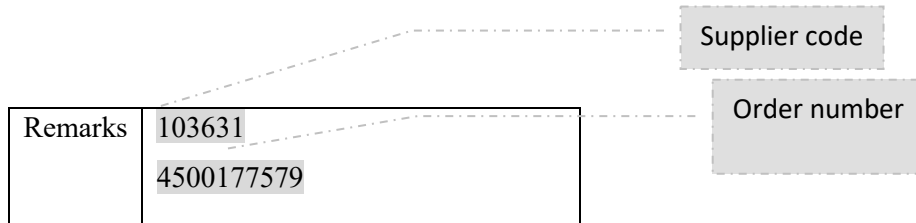
Bank account: 394858328371/ The Yuhang branch of Bank of China

In case of any changes, the Purchaser will notice the Supplier in writing in timely manner.

5.2 The Supplier shall not issue invoice before the goods have been delivered and accepted by the Purchaser.

5.3 The invoices issued by the Supplier must meet the basic requirements for the use of national VAT invoices and contain all basic information. The Supplier must indicate the Supplier code assigned by the Purchaser and order number of the Purchaser in the Remarks column of the VAT invoice, as shown in "Example 1":

Example 1:



5.4 The Supplier shall fill the name, materials and specifications of the goods in the column "Name of goods or taxable services" and the materials number of the Purchaser in the column "Specifications and model" as shown in "Example 2";

Example 2:

Name of goods or taxable services	Specifications and model	Unit	Quantity	Unit price	Amount	Tax rate	Tax amount
Flat steel 35CrMoA 9.5*68	87105	Ton					
Total							

The tax rate mentioned in Example 2 shall be the statutory VAT rate in effect for the goods or taxable services at the time the invoice is issued.



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5.5 The Supplier shall attach the list of selling in two copies in invoice as shown in "Example 3", if the content of invoice exceeds the invoice layout.

Example 3:

List of account sales or taxable services							
Name of purchaser: Hangzhou Wulf Chain Co., Ltd.							
Name of Supplier: *****							
Special VAT invoice code: *****		No.: *****		Page * of *			
S/N	Name of goods (services)	Specifications and model	Quantity	Unit price	Amount	Tax rate	Tax
1	Flat steel 35CrMoA 9.5*68	87105	1				
2	Flat steel 35CrMoA 9.5*65	87186	1				
3	*****		2				
4	*****		3				
	*****		4				
	*****		1				
18	*****		1				
19	*****		1				
20	*****		1				

Subtotal							
Total							
Remarks							

The tax rate mentioned in Example 3 shall be the statutory VAT rate in effect at the time the invoice and the list of selling are issued for the corresponding goods or taxable services.

5.6 When issuing invoices, the Supplier must affix a special invoice seal with clear words at the correct position. The seal cannot be reversed and cannot be affixed repeatedly.

5.7 The name of the goods on the invoice must be same as that on the order and cannot be abbreviated. And the specifications and models must be completely filled.



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5.8 The payee, reviewer and drawer listed on the invoice shall not be left blank and the reviewer and drawer shall not be the same person.

5.9 Any invoice that does not meet the above specifications shall be returned by Purchaser.

5.10 If the finance department of the Purchaser receives the invoice (receipt date) within four days upon "invoice date" (three working days after invoicing date), the due date of payment shall be calculated from the "invoice date". On the contrary, the due date of payment shall be calculated from "receipt date".

5.11 Payment shall be made in a centralized manner once a month, with the 25th of each month as the deadline. If the payment is due before the 25th (inclusive) of the current month, the payment shall be paid in the current month. By contrast, the payment shall be arranged in the following month.

6. Delivery – Documents – Packaging

6.1 The Supplier shall deliver the goods which meets the requirements specified in order by the Purchaser such as specifications, quantity, mode of transportation etc. to the Purchaser's address or the place designated by the Purchase on time as agreed. All of expenses incurred therefrom, including but not limited to freight, insurance premium, taxes, handling fees shall be borne by the Supplier.

6.2 Each order must be confirmed without delay, stating the binding delivery time (delivery date or delivery period). The delivery time specified in the order is binding. The delivery time starts on the day when the order is received by the Supplier. If the day on which the delivery has to be performed at the latest can be determined based on the contract, the Supplier shall be deemed to be in default at the end of that day without any need for a reminder on the Purchaser. The decisive factor for compliance with the delivery date or delivery period shall be receipt of the goods at the unloading point or goods received department designated by the Purchaser.

6.3 The Supplier shall provide relevant certificate documents with delivery, including but not limited to the delivery note, original factory warranty, operation instructions, quality inspection report and other documents to be delivered as required by the Purchaser. Where the documents are made in foreign languages, the Chinese translation version shall be provided separately. If the Supplier fails to do so, it shall be responsible for the delays caused by this failure.

6.3.1 The Supplier must state on the delivery order exactly the order number, specifications, quantity, name of delivery, as well as the Purchaser's materials number as the format.



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6.3.2 The Supplier shall submit the following reports with the delivery note:

For raw materials the materials warranty of the steel mill shall also be provided apart from the materials warranty provided by the Supplier. For the materials outsourced by the Purchaser to the Supplier for processing, the materials warranty is not required, but the test report must be provided. The warehouse department shall distinguish the outsourcing orders and raw materials orders of the Purchaser.

6.3.3 For the outsourced parts, test reports must be provided.

6.3.4 For the purchased parts, it is required for hardware of standard parts. However, The test reports must be provided of rollers.

6.3.5 For samples sent by Supplier, test reports must be provided.

6.3.6 If requested by the Purchaser to do so, the Supplier must immediately make available to the Purchaser verifications of origin, properly signed, containing all required details.

6.3.7 Since the department for receiving of the Purchaser is not allowed to collect invoices and other materials in the delivery process, the Supplier shall not take invoices and other materials while delivering goods. Any losses arising hereof shall be borne by the Supplier.

6.3.8 The Supplier must comply the requirements above, otherwise the Purchaser is entitled to refuse to accept them.

6.3.9 If the Supplier fails to provide relevant documents while delivery, it shall be responsible for the delays caused by this failure.

6.4 The Supplier shall delivery according to the following schedule and requirements:

6.4.1 Working hours: from Monday to Friday, 8:30-17:00.

6.4.2 Receipt time of warehouse department: from Monday to Friday, 8:30-16:00.

6.4.3 The Supplier is requested to deliver goods in strict accordance with the time stipulated in the order.

6.4.4 The Supplier must inform the purchasing and warehouse department of the Purchaser via telephone (Tel: 0571—86189936) before the arrival of the raw materials.



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6.4.5 The delivery note must be signed by the authorized personnel of the Purchaser, otherwise it will be regarded as invalid. The Purchaser is entitled to determine the authorized personnel and cancel his/her authorization. Emergency and special circumstances shall be addressed separately.

6.5 Partial deliveries are only permissible if agreed in writing; else the Purchaser may refuse acceptance or acceptance of the partial delivery. Without the written consent of the Purchaser, the Supplier shall not deliver the goods ahead of schedule or in excess of the agreed quantity. Otherwise, the Purchaser may refuse to accept the goods delivered ahead of schedule or part of the goods delivered in excess. All risks and liabilities arising therefrom shall be borne by the Supplier.

6.6 All products supplied to the Purchaser must meet the following requirements regarding Packaging.

6.6.1 All kinds of raw materials (Flat Steel, Round Steel, Steel Pipe, Shaped Steel etc.) cannot be bundled in a mixed way.

6.6.2 The raw materials shall be of the length conforming to the Purchaser's quality requirements. The fixed-length materials must have both ends neat, while the indefinite-length materials must have one end neat. No warpage is allowed at both ends of the raw materials.

6.6.3 Each bundle of raw materials must have a clear mark that is not easy to damage, indicating at least the materials, specifications, weight, date, supply status, forwarding unit, etc.

6.6.4 The raw materials must be packaged sturdily enough to prevent from falling and scatter. And the weight of each bundle shall not exceed 2 tons.

6.6.5 Each bundle of raw materials shall be padded with wooden blocks at the bottom to ensure independent lifting. There shall be sufficient space between the bundles of materials.

6.6.6 The raw materials shall be rain-proof and dust-proof and there shall not be too much greasy dirt on the surface and not get the Purchaser's site dirty.

6.6.7 The Supplier must provide with the warranty of raw materials. In case the Purchaser is required to provide the warranty, it must be stated on the delivery note.



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6.6.8 Non-conforming raw materials shall be returned to the Supplier. To this end, the Purchaser will issue a non-conformance deviation report and the Supplier must retrieve the materials within 2 working days upon receipt of the report. Otherwise, the Purchaser will neither be responsible for safekeeping, nor for any adverse consequences caused therefrom.

6.6.9 All kinds of purchased and outsourced parts and standard parts products cannot be packaged in a mixed way.

6.6.10 All kinds of purchased and outsourced parts and standard parts products must be packaged. It is not allowed to use the vulnerable outer package such as woven bag, plastic bag, paper bag and sack.

6.6.11 The outer package must be clearly marked with the name of product, specifications, quantity, etc. and the number of packages must be indicated if there are small packages inside.

6.6.12 The outsourced processing parts of each packaging unit must be attached with the Purchaser's processing drawings and the test report shall be submitted when the parts are put into storage.

6.6.13 All delivery notes must indicate the Purchaser's order number, specifications, quantity, purchasing personnel, the name of delivery, date, signature of the delivery personnel and the Purchaser's raw materials number (see the Purchaser's order number). Otherwise, the Purchaser is entitled to unilaterally interpret the delivery note and consider it invalid, as appropriate.

6.6.14 For matters not specified herein, please refer to the Purchaser's technical requirements or consult with the Purchaser separately.

6.7 Where the Supplier delivers the goods by third-party logistics or courier, it must ensure that the goods are delivered in intact packages and in full quantity and attach the delivery documents with the delivery. The Supplier must track the status of delivery and timely notify the Purchaser of any abnormality in logistics.

7. Transfer of risk

The risk of accidental loss or accidental deterioration of the goods shall be transferred to the Purchaser upon handover at the place of performance. If an acceptance procedure has been agreed on, this is decisive for the transfer of risk. The Supplier shall be liable for all damage, demurrage etc..



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8. Quality - Defects inspection

8.1 The Supplier expressly warrants use of best, appropriate materials, appropriate proper assembly, correct and proper execution, for power requirement, performance, efficiency, and that the sold goods completely match the samples, patterns and descriptions supplied by it. The goods must conform to the drawings, respective guidelines, directives, regulations and technical standards such as GB&DIN etc., and comply with object insurers' requirements. If deviations from these regulations are necessary in individual cases, the Supplier must obtain our written consent. The Supplier's liability is hereby not affected. If the Supplier has any reservations concerning the mode of execution, the Supplier must immediately communicate these reservations in writing.

8.2 Before delivering the materials or products to the Purchaser, the Supplier shall carry out necessary tests on the materials or products, record the test results in the delivery inspection report and submit them to the Purchaser together with the products. Otherwise, the Purchaser may refuse to accept the goods or refuse to conduct the inspection. The self-inspection report and receipt documents of the goods under this Article shall not exempt the Supplier from the quality assurance liability of the Purchaser.

Unless otherwise agreed in writing, the quality warranty period for the goods provided by the Supplier shall be 36 months from the date of acceptance by the Purchaser. Any quality problems occurring during the above period shall be deemed as the Supplier's breach of contract.

8.3 In order to ensure the quality of products, the Purchaser may enter the Supplier's production sites during normal working hours to verify the current status and effectiveness of the quality management system or the production process. The Purchaser shall issue an audit report to the Supplier within one week after audit. In case that the Supplier is required to improve the quality management system, the Supplier shall formulate an improvement plan within one week after receipt of the report and obtain approval from the Purchaser (the time period for the completion of all planned improvement projects shall not exceed 1 month at most). The Supplier shall carry out the improvement plan approved by the Purchaser and ensure completion hereof before deadline stated in improvement plan. The Purchaser shall track the status of improvement plan and determine whether to review it. Should the Supplier fail to complete the improvement before deadline, the Purchaser shall be entitled to take corresponding measures against it.

8.4 With respect to the duty to inspect the goods and notify the Supplier of any defects, the statutory provisions apply subject to the Chinese Laws concerning sales and purchase contract. The duty of Purchaser's inspection shall be limited to the apparent defects during incoming goods inspection through external survey including the shipping documents as well as during the Purchaser's quality control by means of sampling (e.g. transport damage, faulty deliveries or under-deliveries). The Purchaser or its agent will sign a receipt of goods after incoming good are counted totally and found free from apparent defects. However, it shall not be deemed as acceptance of goods or the Purchaser's approval of the quality of the goods. The Purchaser's obligation to give notice of defects discovered at a later point in time remains unaffected. In any event, the Purchaser's notification of defects shall be deemed to be without delay and timely if it is



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delivered to the Supplier within five working days, counted from receipt of goods or, in case of hidden deviations, from their discovery.

8.5 The Purchaser is entitled to inspect the products after receipt according to its requirement and issue the acceptance documents confirming whether the goods are qualified. The incoming inspection conducted by the Purchaser shall not constitute a waiver of Supplier's liability for quality assurance of the supplied products.

8.6 Such materials or products shall be regarded as non-conforming products, when the Purchaser deems that any materials or products provided by the Supplier do not conform to the specifications or the Purchaser's requirements. The Purchaser shall notify the Supplier in writing. In case of any objections to the Purchaser's conclusion, the Supplier shall submit it in writing within three days receipt of the notice and provide relevant evidence (such as testing by the technical authority recognized by both parties). Otherwise it shall be deemed that the Supplier agrees to bear the liability for non-conforming products.

The Supplier may apply to a third party recognized by both parties for testing and identification and the conclusion of the third party shall prevail as the final basis. All the expenses incurred for the application of the Supplier as well as the expenses for testing and identification (including any costs for dismounting and remounting) shall be borne by the Supplier even if it should turn out that the materials or products provided by the Supplier are conforming products. The liability of Purchaser for damages in cases of unjustified requests to rectify a defect remains unaffected. However, the Purchaser only bear the liability insofar as the Purchaser recognized or were grossly negligent in failing to recognize that there was no defect.

8.7 The Purchaser shall inspect the batch of products according to the part specifications and plan of sampling and determine whether the batch is qualified.

8.8 Even if the products pass the incoming inspection, the Purchaser shall be still entitled to refuse to accept the non-conforming product found in the production process attributed to the Supplier, regardless of whether the non-conforming product is sample the incoming inspection.

8.9 In case that the products is short in quantity or unqualified during the Supplier's quality guarantee period, i.e. 36 months according to the result of inspection, the Purchaser is entitled to select the following form of remedy or purchase the goods from a third the Purchaser and all expenses (including but not limited to storage fees, freight, etc.) and losses incurred thereby shall be borne by the Supplier:

8.9.1 In case that the delivery quantity declared by the Supplier is inconsistent with the actual quantity and less than the quantity specified in the Purchaser's order, the Supplier shall make up the deficiency within 24 hours to ensure the Purchaser's production and delivery progress.

8.9.2 In case of non-conforming parts or batches found during incoming inspection, the Purchaser shall notify the Supplier immediately. Upon receipt of the notice of return or replacement of non-conformity, the Supplier shall provide with conforming products for



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replacement free of charge within 24 hours (or within the time limit agreed by both parties) and retrieve the replaced non-conforming products within 2 working days. Otherwise, the Purchaser shall have the right to dispose of these non-conforming products. If the Purchaser's users choose to return the non-conforming products, the Supplier shall bear the corresponding expenses such as freight fee etc..

8.9.3 In event that any impact on the Purchaser's production plan due to time or capacity constraints in the Supplier's replacement of non-conforming products, the Purchaser may, instead of the Supplier, select parts and rework non-conforming products by itself, and the Supplier shall bear the corresponding expenses and compensate for the losses caused to the Purchaser.

8.9.4 The Purchaser may notify the Supplier of the termination of the purchase agreement and require the Supplier to retrieve the goods.

8.9.5 The Purchaser shall issue the request for corrective measures to the Supplier according to the situation of non-conforming products. The Supplier shall feedback the temporary measures within two working days, determine the reasons within three working days, and provide with corrective and preventive measures within 7 days. If the Purchaser disagrees with the measures proposed by the Supplier, the Supplier shall give a written reply within two working days. The measures shall be implemented within 14 days (or within the time period agreed by both parties).

8.9.6 In event that the delivery date is delayed due to failure of materials/parts to comply with the specifications, or the technical difficulty, or the cost of rework is significant both on time and monetary, and meanwhile the Purchaser can make concessions for use under efforts, the Supplier may apply to the Purchaser for acceptance with concessions of a limited number of defective parts. The application for acceptance with concessions must be made in writing and subject to written approval by the Purchaser's technical and quality departments. After approval of the application for acceptance with concessions, the Supplier shall carry out necessary disposal as instructed by the Purchaser. The acceptance with concessions of materials/parts is only the disposal method adopted for use under special circumstances. Therefore, the Supplier shall pay penalty to the Purchaser.

8.9.7 The Supplier agrees that the Purchaser may directly deduct compensation or penalty caused by the Supplier's non-conforming products from the payment for goods payable by the Purchaser to the Supplier. Should the payment payable to the Supplier be insufficient for deduction, the Supplier shall immediately pay to the Purchaser. If the Supplier is willing to pay compensation or penalty by cheque or cash, it shall give Purchaser a written notice in advance and obtain the Purchaser's consent.

8.9.8 Once the Purchaser discovers any non-conformity in the products provided by the Supplier, the Supplier agrees that the Purchaser shall suspend the corresponding payment to the Supplier until the issue of quality is solved, including the Supplier compensating the Purchaser for all losses.

8.9.9 The compensation shall be calculated in the following way, if the non-conforming products is found during incoming inspection:



Non-conformity	Compensation calculation formula/expense
Batch return	min. 400 CNY
Rework/Selection	(Lost man-hours × number of workers × unit man-hour cost) + (engaged machine hours x machine hour cost) + other expense

8.9.10 The compensation shall be calculated in the following way, if the non-conforming products is found during Production process:

Non-conformity	Compensation calculation formula/expense
Batch return	min. 400 CNY
Rework/Selection	(Lost man-hours × number of workers × unit man-hour cost) + (engaged machine hours x machine hour cost) + other expense

8.9.11 The compensation shall be calculated in the following way, if the Purchaser accept the non-conforming products with concessions:

Non-conformity	Compensation calculation formula/expense
Acceptance with concessions	Quantity accepted with concessions × purchase unit price × 10%

8.9.12 Where The Purchaser discovers that the Supplier mixes the returned non-conforming products (or other similar non-conforming products) into the conforming products for re-delivery or re-delivers the non-conforming products in the whole batch, all losses incurred therefrom shall be borne by the Supplier, and the Purchaser shall be entitled to suspend or terminate the purchase agreement.

8.9.13 Provided that the Purchaser shall bear the liquidated damage due to the delay in delivery to its sub-purchaser which is the result of the quality problems of the Supplier's products, the Supplier shall compensate the Purchaser in full. After determination of the items for compensation attributed to the Supplier, the Purchaser shall provide the deviation report to the Supplier for confirmation. Then the Supplier shall sign and seal the report and return it to the Purchaser within 2 working days after receiving the report. If the Supplier fails to submit any written complaints to the Purchaser's quality department within 3 working days, the Supplier shall be deemed as acceptance the claim by the Purchaser.

8.10 The Purchaser shall assess the Supplier's quality performance monthly in accordance with the Purchaser's Supplier Quality Deviation Report. The specific assessment indicators are Non-conformity rate: (number of nonconformities / total times of purchase) × 100% and Batch return rate: (number of batches failing the inspection / total number of batches inspected) × 100%. The classification of inspection is evaluated as below:

Grade	Score	Description
		Excellent
		Ordinary



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		Improvable
		Unacceptable

8.11 The Purchaser shall count quarterly statistics of the Supplier's quality performance and take the following corresponding measures:

Grade	Measures
Quarterly score > 70	Give priority in cooperation.
quarterly score < 70 for two times within half a year	Deduct the amount of orders,
quarterly score < 60 for one time within half a year	Deduct the amount of orders, and require the Supplier to rectify.
quarterly score < 60 for two times within half a year	The Purchaser shall have the right to end the cooperation relationship with the Supplier

8.12 After confirmation of the products by samples and certification in small batches, the Supplier shall ensure the consistency of product quality in mass production. The Supplier must notify the Purchaser of any following changes and obtain approval; otherwise, the Supplier shall bear the economic losses caused to the Purchaser thereby and corresponding liabilities:

8.12.1 Products that have been approved for rectification of discrepancies in previously shipped parts.

8.12.2 Changes in products caused by changes in authorized specifications or materials.

8.12.3 Production with new or modified tooling (excluding vulnerable ones).

8.12.4 Changes to existing procedures and manufacturing processes.

8.12.5 Production with the tooling and equipment relocated to other production sites or newly added production.

8.13 If the delivery has been made in accordance with the requirement of the Purchaser, or if any defects that were found have been rectified, it will be accepted by the Purchaser. If a trial run is provided for, acceptance shall be declared by way of a joint inspection report following a faultless trial run. The costs for repeat inspections made necessary by defects found by the Purchaser during previous inspections shall be fully borne by the Supplier.

9. Claims for defects

9.1 The Purchaser shall be entitled to the statutory defect claims without restriction. The Supplier shall bear all the expenditure necessary for the purpose of remedying the defect, or compensate the Purchaser for the expenditure incurred by the Purchaser in this connection. Furthermore, the Purchaser have the right to withdraw from the contract or to give notice if (preliminary) insolvency proceedings are initiated over the assets of the Supplier or if the Supplier ceases, not only temporarily, to make its payments.



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9.2 The right to claim damages, in particular the right to claim damages for non-performance is expressly reserved. In particular, the Supplier shall be liable to compensate the Purchaser for any damage, including consequential damage, arising from the presence of a defect.

9.3 Payment of the purchase price made in part or in full before the defects were discovered or acceptance or approval of documents submitted to the Purchaser (drawings, drafts, models, specimens, samples, intermediate products, etc.) does not in any way represent an acknowledgement that the goods are free from defects and as such do not constitute a waiver of claims for rectification of defects.

9.4 In accordance with the statutory provisions the Supplier shall in particular be liable to ensure that the goods have the agreed properties and condition at the time of the transfer of risk. In any case, those product descriptions that are the subject matter of the respective contract or are incorporated in the contract in the same way as these conditions of purchase - in particular due to identification or reference in the Purchaser's order shall be deemed to constitute an agreement on the properties and condition. It makes no difference whether the product description originates from the Purchaser, from the Supplier or from the manufacturer.

10. Liability - Indemnification - Property rights of third parties

10.1 The Supplier shall indemnify the Purchaser from all indirect third party claims made against the Purchaser for poor performance on the part of the Supplier. The Supplier has the right to demonstrate contributory default on the Purchaser.

10.2 If the Supplier is responsible for any product defect, it shall be obliged to indemnify the Purchaser upon first demand from any claims for damages made by third parties, in particular from any product liability claims, insofar as the cause lies in its sphere of authority and organization and it is itself liable vis-à-vis third parties.

10.3 Within the scope of this provision, the Supplier is also obliged to reimburse the Purchaser for all expenditures incurred as a result of or in connection with any recourse taken by third parties including recall actions carried out by the Purchaser in accordance with the legal provisions. To the extent that it is possible and reasonable, the Purchaser shall inform the Supplier in advance of the content and scope of the recall measures to be carried out and give it the opportunity to comment. Further-reaching statutory claims remain unaffected.

10.4. The Purchaser recommend that Suppliers obtains product liability insurance with sufficient coverage for such liability cases. If such insurance exists, a copy of the insurance certificate should be provided.

10.5 The Supplier shall also be liable to ensure that the goods, specimens and brands are free from third party property rights of any kind and that no property rights of third parties, in particular patents and intellectual property rights, in People's Republic of China, and also to ensure that the delivered goods are in conformity with all statutory provisions and regulatory requirements, to the extent to which it had knowledge of the breach or, as specialized company, should have had knowledge of the breach. In the event of a breach



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of such rights or provisions of public law, the Supplier shall indemnify the Purchaser from claims for damages made by third parties, and reimburse the Purchaser for all expenditures incurred in connection with such claims. The Purchaser is entitled to secure, at the Supplier's expense, from the owner of the property rights the approval required for delivery, commissioning, use, resale etc. of the delivery item, if the costs arising as a result thereof are significantly lower than the damage that would be incurred by both parties in the case of rescission of contract. The Purchaser's further-reaching statutory claims due to legal defects of the products delivered to the Purchaser remain unaffected.

11. Retention of title - Provision – Rights

11.1 Assignment of the goods to the Purchaser shall take place unconditionally and regardless of the payment of the price. However, if the Purchaser accepts, in an individual case, an offer for assignment on condition of payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the proper course of business the Purchaser remains authorized to resell the goods under assignment in advance of the resulting claims (alternatively applicability of the simple retention of title and of the retention of title extended to resale). In any event, all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing are excluded. The same applies to the documents provided by the Supplier as part of the delivery. By making the delivery, the Supplier represents that it has full authorization to dispose and that not third party rights exist. If this is not the case, it must be expressly stated. The Purchaser shall then be entitled to a right of retention.

11.2 The Purchaser retains title to all materials provided by it to the Supplier. Processing or transformation by the Supplier shall be performed on the Purchaser's behalf. If the Purchaser's retained goods are processed with other items that do not belong to the Purchaser, the Purchaser shall acquire partial ownership of the new item in the same ratio as the value of the Purchaser's goods to the value of the other processed goods at the time of processing.

11.3 If the material provided by the Purchaser is indivisibly mixed with other objects not belonging to the Purchaser, the Purchaser shall acquire partial ownership of the new object in the same ratio as the value of the retained object (net purchase price plus VAT) to the value of the other mixed objects at the time they were mixed. If the intermixture is performed in such a way that the Supplier's article must be regarded as the main article, it is agreed that the Supplier shall transfer on the Purchaser pro rata partial ownership; the Supplier shall hold in trust on our behalf the sole property or the joint property.

11.4 The Purchaser reserves its title to tools; the Supplier shall use the tools solely for the manufacture of the goods ordered by the Purchaser. The Supplier is obliged to insure, at its own expense, the tools belonging to the Purchaser at original value against fire, water and theft. The Supplier is obliged to perform any necessary maintenance or inspection work in a timely manner at its own expense. The Supplier shall inform the Purchaser about any incidents without delay; should it culpably fail to do so, any claims for damages remain unaffected.

11.5 The Purchaser reserves all rights to software (including source code), drawings,



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products or data of various types produced according to the Purchaser's specifications, as well as the methods and inventions developed by the Purchaser. Copies may only be made to the extent to which they are indispensable for the manufacture of the goods ordered by the Purchaser. The Supplier undertakes to return the documents at any time upon the Purchaser's request and to destroy any copies it may have made. The Supplier shall have no right of retention whatsoever concerning such documents.

11.6 The Purchaser reserves all ownership and intellectual property rights with respect to all figures, drawings, calculations and any other documents provided by the Purchaser; such documents shall not be disclosed to any third party without the Purchaser's express written approval. They are to be used exclusively for manufacture based on the Purchaser's order; they are to be returned to the Purchaser, without request, on completion of the order. They must be kept secret vis-à-vis third parties

12. Training

In case that the Purchaser needs training related to the products supplied by the Supplier, the Supplier shall dispatch professional technicians to train the Purchaser's personnel at the time and place designated by the Purchaser until the Purchaser's operating personnel are fully skilled. Unless otherwise agreed in writing, the cost of the training (including but not limited to teaching materials and personnel salaries, transportation, travel, accommodation, etc.) shall be borne by the Supplier.

13. Environment, Health and Safety

13.1 The Supplier shall comply with the environment requirements and undertake to abide by the relevant national and local regulations, as well as any standards stipulated herein and to minimize or avoid the use of substances harmful to the environment, such as mercury, cadmium, lead and other heavy metals, in the procurement and production process. And the Supplier shall take active measures to prevent possible environmental impacts caused by the leakage, collision, explosion, etc. of oil and chemicals in the supply to the Purchaser or other activities and choose to use or be the carrier complying with local environmental protection requirements. Personnel of the Supplier (including employees, sub-contractors, Suppliers, agents, temporary workers, etc. of relevant parties of Supplier) shall ensure that they maintain the environment and do not litter, discard or pollute the plant area of the Purchaser during any transportation, construction and service activities within the plant area of the Purchaser. They shall be responsible for the reasonable discharge of sewage and shall not pollute roads, landscapes, pools and other areas. It is forbidden to discharge any sewage into the rainwater pipe network. The construction site must have basic enclosure to prevent dust and other splash and noise. Safety signs and approval procedures must be posted on the site.

13.2 The Supplier shall ensure that their personnel entering the workshop area of the Purchaser for construction are aware of the Purchaser's health and safety policies. Besides, the Supplier shall ensure that their personnel who carry out transportation, construction, service or other activities in the plant area of the Purchaser are clearly aware of the hazardous factors that they may be exposed to or generated by their activities and their impact on the human body. And these personnel of the Supplier engaged in activities or services in the area of Purchaser must be healthy and free from major infectious diseases, occupational diseases, other major diseases or congenital dysfunction affecting their



activities.

13.3 All portable tools and portable electrical equipment used in the repair / maintenance or installation activities shall be equipped with leakage protectors (GFCI). The operating current of the leakage protector for tools with a voltage of 220V shall be 10mA, and the maximum allowable distance between the leakage protector and the portable tool shall be 35 meters. No relevant party/Supplier is allowed to draw electricity from the power box without permission at the work site. All source connections must be approved by the equipment department and relevant operations shall be carried out by specialized electricians.

13.3.1 All of personnel shall comply with the Purchaser's permission procedures for entry into confined space and it is not allowed to enter into the confined space for operations without the permission of the responsible project department.

13.3.2 Fall protection (including climbing tools such as ladders, lifts and scaffolding): The personnel exposed to fall risks must use fall protection, including but not limited to climbing tools such as ladders, lifts and scaffolding, when they are at the height of over 2 meters from the fall datum.

Guard rail	<ol style="list-style-type: none"> 1. There should be at least an upper guard rail and a middle guard rail. The height of the upper guard rail should be at least 900mm, and 450mm for the middle guard rail (half of the height of upper guard rail); 2. Skirt boards must be set with a height of at least 100mm; 3. The guard rail must be able to bear 900N of horizontal force and vertical downward force respectively;
Ladder	<ol style="list-style-type: none"> 1. The ladders must be insulated ladders such as glass fiber reinforced plastic ladders; wooden ladders are not allowed to be used in a damp environment. 2. Keep contact at three points when climbing ladders. 3. Do not carry heavy objects when climbing ladders. 4. Place the telescopic ladder at the angle recommended by the manufacturer. 5. When working, the center of gravity of the body cannot extend beyond the projection of the ladder. 6. Use ladders on smooth surfaces and/or fix the ladders to prevent accidental movement. 7. When using a ladder to enter the upper working platform, the ladder

Scaffolding	<ol style="list-style-type: none"> 1. Overhead protection devices (top plate or cage) must be provided where articles may fall down. 2. Guard rails, fences and skirt boards must be set at all open parts of the working platform with a height of more than 2 meters from the ground or the working plane. 3. Diagonal braces must be used to keep all pillars vertical (90 degrees vertical). In addition, the entire scaffolding must be fixed to the building. 4. When building scaffolding platforms, the junction of all plates shall be provided with at least 300mm wide overlapping surface or fixed to prevent movement. When building scaffolding platforms, the plates must extend at least 150 mm and at most 300 mm from its support and be fixed. 5. For working platforms 1 meter above or below the entrance, safe and convenient access must be provided, such as fixed escalators or passageways. 6. The components of all scaffolding (including the working platform fixed or erected thereon) and their supporting structures must be able to support at least their own weight and at least 4 times the maximum possible load. The design and materials must conform to recognized applicable standards or be approved by qualified engineering authorities.
Full-body safety belt	<ol style="list-style-type: none"> 1. Including full-body safety belt, buffer short rope and connector 2. Safety belts and buffer short ropes must be certified by conventional certification bodies (e.g., CE); 3. Safety belt (full-body type): once the connecting short rope is impacted by pulling force, the safety belt shall support people from below the chest, across the shoulders and around the two thighs; 4. Buffer short rope: the short rope shall be composed of flexible rope, steel rope or belt, connected to or combined with an impact absorbing component, which may be part of the short rope, lifeline or accessory system of the short rope; 5. Connecting parts shall be self-locking. The self-locking hook shall be kept closed unless it is intentionally opened for connection and disconnection. To open it, there must be two consecutive conscious actions; 6. A lifeline can only be fitted with a safety belt.

13.3.3 Hot work refers to any temporary operations involving open flame or generating high heat and/or sparks in the plant area due to work requirements, including but not limited to welding procedures such as electric welding, cutting, grinding, soldering, hot processing of pipelines, roof laying with gas welding spray guns, etc. The Supplier must report before hot work is carried out and the work can be carried out only after the responsible project department confirms that the Supplier have implemented safety protection measures and the Supplier have obtained the "Hot Work Permit" issued by the project department.

13.3.4 Equipment must be checked before hot work. Combustible gas must be inspected



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carefully. Combustible gas equipment pipelines and volatile combustible liquids within 10m of the hot work site shall be inspected to ensure that they are without leakage or opening. Site ventilation shall be carried out when necessary. Acetylene cylinders for gas cutting shall be kept away from open flames and fixed properly. Oxygen and acetylene cylinders shall be separated by non-flammable barriers or placed at least 6 meters apart. Pressure gauges and tempering stoppers must be provided.

13.3.5 When moving a gas cylinder, it shall be transported with a special frame and firmly placed. During storage or use, it shall be kept upright and fixed on the protective frame or to the wall, away from heat source and fire source and avoid high temperature or insolation in summer. It is forbidden to let oxygen cylinders come into contact with grease and open the valve with oily gloves. Acetylene must be equipped with a tempering stopper.

13.3.6 Hot work is not allowed in outdoor Class I and Class II fire zones in windy weather of level IV or above.

13.4 The requirement regarding personal protective equipment must be followed.

Personal protective equipment	Place of use or work
Protective glasses	Grinding, using electric drills,
Protective gloves	Use cutting-proof gloves when contacting sharp objects or when there are gaps and burrs on objects; anti-static gloves must be worn when contacting with the circuit board; wear welding gloves when using a heating appliance or when working near the heating appliance; do not wear gloves when operating a rotating machinery in the workshop or when working near rotating parts.
Earplugs	Noise area
Protective mask	Electric welding, grinding
Safety helmet	Site with sporadic construction or risk of falling objects
Full-body safety belt	Falling risk
Electric welding glasses	Electric welding
Safety shoes	At any time

The Supplier shall strictly abide by the rules and regulations in the Purchaser's area and the personnel who are not properly dressed or affect the Purchaser's image are not allowed to enter the Purchaser's area. Shorts, vests and slippers are prohibited to wear.

13.5 The Supplier is prohibited from using forklift trucks and travelling cranes of the Purchaser.



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13.6 The Supplier is not allowed to load and unload goods without permission and pile up goods at will. When loading and unloading goods, they must follow the instructions of plant personnel of the Purchaser. All loading vehicles entering the plant area shall not pile up goods in excess of the height and overload measures. The speed limit for motor vehicles within the plant area is 5km/h and no honking is allowed when driving within the plant area. Before loading and unloading materials, the driver must turn off the engine and pull the hand brake and stay beside the vehicle during the process of loading and unloading. The driver shall check the brake system in time to ensure that the brake system functions well to prevent brake locking or failure. And it is also necessary to check whether the brake, tire pressure, engine oil, fuel oil and water of the vehicle are normal and whether the parts are complete to ensure the safety of the vehicle. Besides, it is also required to check the electrical circuit of the vehicle to prevent spontaneous combustion caused by aging and damaged circuit.

13.7 The vehicles in area of the Purchaser are limited on following height, width and length:

Vehicle category	Height limit	Width limit	Length limit
Large truck	≤ 4m	≤ carriage width	The front end is not allowed to exceed the body, the rear end is not allowed to exceed the carriage by 2 meters and the excess part is not allowed to touch the ground.
Large freight trailer	≤ 3m	≤ carriage width	The front end is not allowed to exceed the carriage and the rear end is not allowed to exceed the carriage by 1m.
Pickup truck (deadweight above 1000KG)	≤ 2.5m	≤ carriage width	The front end is not allowed to exceed the body and the rear end is not allowed to exceed the carriage by 1 m.
Minivan (deadweight below 1000KG)	≤ 2m	≤ carriage width	The front end is not allowed to exceed the carriage and the rear end is not allowed to exceed the carriage by 50cm.

13.8 Violations of any of the above provisions hereof will incur penalties for environment, health and safety violations. The Supplier with multiple non-compliance records will be directly disqualified. Any violations must be rectified immediately and the Supplier can resume working can only be resumed upon the safety requirements are met.

14. Confidentiality

14.1 The Supplier, including but not limited to, the Supplier itself, affiliated enterprises, subsidiaries, employees, agents, shall keep all technical and commercial documents, sketches, data and other information received from the Purchaser in strict confidence.



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The Supplier shall not use them for its own purposes of competition, unless the Purchaser expressly give written consent to such use. They may be disclosed to third parties only with the Purchaser's express written consent. The Supplier shall be responsible for the integrity and safekeeping of these documents.

14.2 Upon completion of performance of the corresponding contract, the Purchaser shall have the right to recover all technical data provided, including all originals and photocopies, from the Supplier. And all of documents and technical specifications shall be returned to the Purchaser within 3 working days after the termination or dissolution of contract.

14.3 For every infringement of these obligations, the Supplier will incur a contractual penalty to the amount of at least 500,000 RMB or 30% of the agreed price (if 30% of the agreed price is greater than 500,000 RMB). If the liquidated damages are insufficient to make up for the losses, the Supplier shall compensate for actual losses. The Purchaser will in each individual case determine the amount of the contractual penalty at its reasonable discretion. Claims for damages shall be unaffected.

14.4 The Supplier has to treat the conclusion of the contract confidentially. It may name the Purchaser as a reference to third parties only with the written consent of Purchaser.

15. Integrity

The Supplier warrants that it has not offered or given any money or gift to any employee, agent or representative of the Purchaser, and will not offer or give such money or gift in the future in order to obtain any business from the Purchaser or to affect the terms, conditions and performance of any purchase agreement or order signed by and between the Purchaser and the Supplier. In case that the Supplier or any of its employee doesn't perform the obligation of integrity, the Supplier shall pay to the Purchaser contractual penalty in amount of 500,000 RMB. If the liquidated damages are insufficient to make up for the losses, the Supplier shall compensate for actual losses.

16. Liability for breach of contract

16.1 In case that the Supplier fails to deliver the goods and related documents per the time and conditions specified herein, or the Supplier fails to rectify the non-conforming goods within the period specified by the, the Supplier shall pay liquidated damages to the Purchaser at 1% of the total contract price for each day of delay. If the delay exceeds five days, the Purchaser is entitled to require cancellation the order and termination this contract as well as refund of the paid price and all other damages in addition to liquidated damages.

16.2 Unless otherwise agreed herein, in case of any violations of the provisions hereof by the Supplier, the Purchaser may claim compensation for all damages and losses (including but not limited to litigation fees, legal fees, testing fees and compensation to third parties).

16.3 In case the agreed liquidated damages paid by the Supplier to the Purchaser are insufficient to make up for the Purchaser's actual losses, the Supplier shall further compensate for the actual losses.



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17. Force Majeure

Should either party 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 effected by the force majeure event mentioned above shall notify the other party fax without any delay, and within 3 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.

18. Governing Law and Settlement of Disputes

18.1 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.

18.2 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 Purchaser.

19. 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.

20. Not Waiver of Rights

No failure or delay by the Purchaser 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 Purchaser under this Contract are cumulative, may be exercised as often as the Purchaser considers appropriate and are in addition to its rights and remedies under law.

21. Assignment

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

22. Communications



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21.1 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.

21.2 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.

23. Language

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

June 2022,
Hangzhou