

OPTIMAS (SUZHOU) TRADING, CO., LTD. AND ITS AFFILIATED COMPANIES

GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF PRODUCTS

THIS AGREEMENT ("Agreement") is made between _____ with registered office at _____ ("Seller") and OPTIMAS (SUZHOU) TRADING, CO., LTD. of No 96 Weixi Road, Weiting Town, Suzhou Industrial Park, Suzhou 215122, Peoples Republic of China and any of its affiliated Companies ("Buyer") and is effective on _____, 20____ and sets out terms upon which Buyer may purchase products from Seller for resale to Buyer's customers.

1. DEFINITIONS:

"Conditions" means the terms and conditions set out in this Agreement.
"Contract" means the Order and the Conditions.
"Order" means any order placed or purchase order issued by Buyer.
"Products" means the products and services described or specified in the Order or supplied by Seller to Buyer.

2. CONDITIONS.

The Conditions govern all Contracts for the purchase of Products placed by Buyer with Seller and shall prevail over all prior written or oral statements between Buyer and Seller and any inconsistent terms or conditions contained in or referred to in Seller's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of the Order or these Conditions or any of them shall be binding upon Buyer, unless in writing and signed by a duly authorised representative of Buyer. No other condition shall apply to the Contract except as agreed by Buyer in writing. Products supplied before an Order shall have been placed or before acknowledgement by Seller shall be subject to these Conditions. Acceptance of an Order by Seller will occur upon the happening of any of the following: (i) receipt by Buyer from Seller of written acceptance of an Order or written notice that Seller will provide the Products; (ii) provision by Seller to Buyer of any Products; and (iii) any other conduct of Seller which recognizes the existence of a contract pertaining to the Products.

3. PRICE.

3.1 The price of the Products shall be as stated on the Order or if no price is stated the price shall be the lowest price currently quoted or charged at the date of the Order by Seller for the same or commercially similar products, but not higher than the price last quoted by Seller to Buyer. Unless otherwise agreed in writing, the price shall be:

(a) exclusive of any applicable value added tax (which shall be payable by Buyer subject to receipt of a valid and undisputed VAT invoice), and

(b) a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance and all other charges.

3.2 Buyer may set off against the price any amounts due from Seller whether under the Contract or otherwise.

3.3 Upon notice to Seller, Buyer may deduct damages for breach of warranty or of any other provision of the Contract from amounts due Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.

3.4 Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller.

3.5 Where off-loading is required, the price shall include Seller providing any special equipment to ensure delivery to the place directed by Buyer.

4. PAYMENT.

Unless specified in the Order, Products will be paid for within ninety (90) days of delivery to Buyer.

5. CHANGE.

Buyer may make changes to an Order. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller in writing to Buyer within ten (10) days after Seller's receipt of Buyer's change Order; otherwise

Seller waives his right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of an Order, without liability to Seller.

6. DRAWINGS, PROGRESS, INSPECTION AND TESTS.

6.1 Seller shall be fully responsible for the accuracy and completeness of all instructions, data, drawings and information supplied to Buyer whether or not approved by Buyer unless such inaccuracies or omissions were solely due to instructions, data, drawings or information supplied by Buyer upon which it is agreed by Buyer in writing that the Seller can rely.

6.2 Buyer and its customers will be entitled to inspect and test the Products during manufacture process or storage and to assess progress towards meeting the delivery date. In addition, Seller

shall if requested by Buyer give Buyer reasonable notice of all tests and Buyer shall be entitled to be represented at such tests.

6.3 Seller will provide all test reports, drawings, start up service and other engineering service required by Buyer's customer, if Seller has been advised or is otherwise aware of such requirements. Certified test reports shall be maintained by Seller against Buyer's Order number for a period of ten (10) years from date of delivery. Tests should be performed to the relevant governing specifications or variations as specified in the Order.

7. SELLER'S PROPERTY

7.1 All patterns, dyes, moulds, tooling, plans, drawings, specifications, samples and other materials supplied by Buyer to the Seller or prepared or obtained by the Seller for and at the cost of Buyer shall be the property of Buyer and shall be labelled and identified accordingly.

7.2 The Seller shall maintain all such items in good order and condition (fair wear and tear expected).

7.3 The Seller shall at its own cost return all such items to Buyer upon demand in good order and condition.

7.4 Should the Seller fail to return the items, Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to the Seller to the value of the items until return of the items.

7.5 The Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Contract unless authorised in writing by Buyer.

8. DELIVERY.

8.1 Products shall be delivered to or as required by Buyer carriage paid clearly addressed to Buyer or as required stating the location, order number and job account number in accordance with the confirmation stated in the Order. This detail should be included on all advice notes and invoices rendered. Time of delivery is of the essence. During transit and until delivery Products shall at the time be at Seller's risk. Should Seller wish to deliver the Products earlier than stated delivery date prior consent in writing must be obtained from Buyer.

8.2 If a delivery date specified in an Order cannot be met, Seller will advise Buyer within 3 business days of receipt of such Order and, at Buyer's option (i) a new delivery date will be agreed upon; or (ii) Buyer may cancel all or any part of an Order without any penalty or liability. If Seller fails to deliver at the time specified or otherwise breaches the Contract, Buyer, in addition to any other remedies it may have under the Contract or at law, may cancel all or part of an Order with respect to Products not delivered, and without liability for costs relating to the cancelled portion of an Order. In no event shall Buyer be liable for lost profits.

Further, Seller shall reimburse Buyer for all claims, charges or costs Buyer incurs as a result of Seller's failure to deliver Product by the Delivery Date. In no event shall Buyer be liable for lost profits.

8.3 The property in the Products shall pass to Buyer on delivery without prejudice to any right or rejection and/or cancellation, which may accrue to Buyer.

8.4 Buyer shall not be deemed to have accepted the Products until Buyer has had an opportunity to inspect them and Buyer shall be entitled to reject any Products that are not in accordance with the Contract.

9. PACKING.

9.1 Products shall be properly and securely packed. Unless otherwise agreed by Buyer in writing, Seller will provide all cases and packing material free of charge.

9.2 Due to health & safety requirements, Buyer's fastener operations will not accept any individual package over 15kg (33lb) (40lb allowed in USA) in weight.

9.3 Without prejudice to Buyer's right of rejection and/or cancellation, damage to Products not properly or securely packed will be charged to Seller.

10. WARRANTY.

10.1 Seller shall perform all services in a professional and workmanlike manner in accordance with best industry standards.

10.2 Seller warrants that the Products shall:

(a) Conform as to quantity quality and description with the Order;

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- (b) Conform to any specification drawing or sample specified in the Order;
- (c) Be of new manufacture and free from defects in material and workmanship;
- (d) Not be counterfeit;
- (e) Be capable of any standard of performance specified in the Order;
- (f) Be free and clear of all liens and encumbrances;
- (g) Be free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating or phosphating or otherwise; and
- (h) Comply with all other warranties implied by law.

10.3 Such warranties shall run to Buyer and its customers and shall continue in full force and effect and Seller shall not be relieved of such warranties by Buyer's inspection of or payment for the Products. Seller will obtain and assign to Buyer or Buyer's customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties remain in full force and effect.

10.4 Seller agrees at Buyer's option to refund, repair or replace, without charge, the Product or any part that is defective and to further bear the full cost of the removal and return of the defective Product and redelivery and reinstallation of the replacement Product. Warranty does not cover parts or Products that have been subject to misuse, negligence or accident by the end user. Seller further agrees to repair units that are not covered by the above warranty for actual cost of repairs not to exceed fifty percent (50%) of current suggested list price. The end user will pay all shipping and delivery charges both ways for such repairs.

11. COMPLIANCE WITH LAW.

- 11.1 Seller shall, comply with all applicable laws, rules, orders regulations, regulatory requirements and codes of practice in connection with its obligations under the Contract. In particular, without limitation, Seller shall comply with all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice relating to:
 - (a) taxation, exchange controls, anti-corruption, anti-trust, anti-money laundering, trade sanctions, financial sanctions and criminal matters which are applicable to Seller, its group, or to their respective parent companies, or to their respective affiliates,
 - (b) imports, exports, customs and environmental laws including without limitation, Regulation (EC) No 1907/2006 ("REACH"); EU Directive 2011/65/EC ("RoHS 2 Directive"); EU Directive 94/62/EC of 20 December 1994 on Packaging and Packaging Waste, as amended ("Packaging Regulations").. In relation to REACH, if Seller is resident outside EU, it shall appoint an EU agent, an Only Representative, to fulfil all its obligations under REACH including its registration obligations, so that Buyer shall not be an importer of the Products.

(c) Anti-Bribery and anti corruption including but not limited to the PRC Criminal Law, PRC Unfair Competition Law, Interim Regulations on Prohibition of Commercial Bribery, relevant regulations issued by the Communist Party of China, relevant interpretations issued by the Supreme People's Court, the Supreme People's Procuratorate or the State Administration for Industry and Commerce, US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under those Acts. In addition Seller shall comply with Buyer's Anti Bribery Policy available on Buyer's website. Where Buyer suspects that Seller is in breach of this condition 11, Seller will permit Buyer or its professional advisors immediate access to Seller's books and records in order for Buyer or its professional advisors to audit and take copies of Seller's books and records to check compliance with this condition.

11.2 Seller warrants that each Product shall be manufactured, packaged, tagged and labelled in material compliance with, and all Product literature shall be complete, accurate and materially comply with, all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice. Within two (2) days after receipt of Buyer's purchase order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the purchase order. At the time of delivery, Seller shall identify in an MSDS or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any Product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Seller warrants that at the time of delivery by Seller to Buyer each Product shall contain no hazardous or toxic substances. All wood packaging (crates, pallets, etc.) must comply with the International Standards for Phytosanitary Measures (ISPM) No. 15

11.3 Seller will furnish to Buyer any information required to enable Buyer to comply with applicable laws, rules, orders and regulations related to the Contract.

11.4 Seller shall promptly notify Buyer of any applicable export or import requirements or restrictions of any governmental entity with respect to the products or services provided hereunder. Seller will perform its obligations hereunder in compliance, in all material respects, with all applicable foreign, domestic, state and local laws and regulations of all applicable foreign and domestic jurisdictions. SELLER shall provide U.S. and worldwide (import and export) compliance documentation and information for all Product necessary for BUYER to enjoy the benefits of free trade agreements, including but not limited to: the U.S. Department of Commerce's Bureau of Industry and Security's (BIS) Export Control Classification Number (ECCN); Harmonized Tariff System Number or Schedule B Number; United States - Mexico - Canada Agreement (USMCA) blanket certificate of origin (if applicable) or country of origin information; and International Traffic in Arms (ITAR) designation, if applicable, UK/EU TCA, Sanctions & Embargoes, Mill Test Certificate requirements, BIS Compliance for India, and Country of Melt and Pour .

12. CYBER SECURITY

12.1 The Seller shall implement and maintain appropriate technical and organisational measures to ensure the security, confidentiality, integrity and availability of all systems, networks and data used in connection with the performance of this Contract. Such measures shall be no less rigorous than those generally accepted within the industry and shall comply with all applicable laws, regulations and regulatory guidance.

12.2 Without limitation to clause 12.1, the Seller shall:

- (a) maintain up-to-date anti-malware protection, firewalls and security patching practices;
- (b) implement appropriate access controls, including authentication and least privilege principles;
- (c) encrypt data transmitted over public networks and, where appropriate, data at rest;
- (d) maintain appropriate backup, disaster recovery and business continuity arrangements; and
- (e) conduct periodic vulnerability assessments and, where appropriate, penetration testing.

12.3 The Seller shall ensure that its personnel receive appropriate cyber security awareness training and are subject to confidentiality obligations.

12.4 The Seller shall maintain policies and procedures to detect, respond to and recover from cyber security incidents.

12.5 The Seller shall notify Buyer without undue delay, and in any event within 24 hours, upon becoming aware of any actual or suspected cyber security incident which:

- (a) affects or could affect Buyer systems, operations or data; or
- (b) results in unauthorised access, loss or disclosure of Buyer data.

12.6 The Seller shall promptly provide all reasonable assistance, information and cooperation requested by Buyer in relation to any such incident and shall take all necessary steps to mitigate and remediate the incident and prevent recurrence.

12.7 Buyer may, on reasonable notice, request evidence of Seller's compliance with this clause, including security policies, audit reports or certifications, and Seller shall provide such information promptly.

12.8 The Seller shall ensure that any subcontractors comply with obligations equivalent to this clause and shall remain fully liable for their acts and omissions.

12.9 Any breach of this clause shall be deemed a material breach of the Contract.

13. INDEMNITY.

Notwithstanding anything herein to the contrary, Seller shall protect, defend, hold harmless and indemnify Buyer and Buyer's agents from and against any and all claims, actions, liabilities, losses, costs, damages, and expenses arising in connection with the Contract, including but not limited to:

- (a) any death of or injury to any person, damage to any property, or any other damage, loss, cost or expense, by whomsoever suffered, resulting or claimed to result in whole or in part from the supply or use of the Products or from any actual or alleged defect in such Products, whether latent or patent, including actual or alleged improper construction or design of such Products or the failure of such Product to comply with specifications or with any express or implied warranty,
- (b) Seller's breach or negligent performance or non performance of the Contract
- (c) Seller's tortious (including negligent) act, omission or default;

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- (d) any actual or alleged violation by any Product, or the manufacture, possession, use or sale, of any laws, statute or ordinance or any governmental administrative order, rule or regulation;
- (e) any claim made for actual or alleged infringement of a third party's intellectual property rights.

14. INSURANCE.

Seller shall obtain and maintain in force, with a reputable insurance company, Products Liability Insurance and such other policy of insurance as Buyer reasonably requires, in such amounts and containing such other provisions which shall be satisfactory to Buyer. Certificates of Insurance shall be provided to Buyer upon request.

15. CANCELLATION.

Buyer may without cause cancel all or any part of an Order with respect to Products not delivered. If Buyer cancels all or part of an Order for Products that have already been delivered to Buyer, Seller shall be entitled to a restocking fee of ten percent (10%) of the actual cost of Products for that portion of the Order that has been cancelled and Buyer shall cover the cost of delivery. The restocking fee and delivery costs shall be Seller's sole remedy for cancellation of delivered Products.

16. CONFIDENTIALITY

Seller agrees to keep any and all information provided by Buyer in connection with the Order confidential.

17. WAIVER

Buyer's failure to enforce any right or remedy shall not be a waiver of such right or remedy or of Buyer's right thereafter to enforce every provision of the Order and these T&Cs. Buyer's waiver of any breach shall not be a waiver of any other breach.

18. ASSIGNMENT OR SUBLETTING.

Seller shall not assign or sublet all or any of its rights or obligations under the Order and these T&Cs without Buyer's written consent.

19. GOVERNING LAW.

The construction, validity and performance of the Contract and all non-contractual obligations (if any) arising from or connected with the Order and these T&Cs shall be governed by the laws of People's Republic of China.

20. JURISDICTION

If any legal proceedings are brought by a third party against Buyer in any court relating to Products which are the subject-matter of the Orders and these T&Cs then subject to the procedural rules of such court, Buyer may at its option join Seller in such proceedings for the purpose of resolving any dispute arising out of or in connection with the Order and these T&Cs, including any question regarding its existence, validity, interpretation or termination and any non-contractual claim, and Seller irrevocably agrees to submit to the exclusive jurisdiction of such court over any such dispute. Subject to the foregoing, any dispute arising out of or in connection with the Order and these T&Cs, including any question regarding its existence, validity, interpretation or termination, shall be subject to the exclusive jurisdiction of the Courts in Shanghai.

21. TERMINATION

Either party may terminate an order upon ninety (90) days prior written notice. If termination is by Seller without cause or Buyer with cause, Buyer may return Products in its inventory for cash provided the Products are undamaged and in a resalable condition and Seller shall pay all delivery charges. If termination is by Buyer without cause or Seller with cause, Seller will accept returns at a ten percent (10%) restocking charge and Buyer will pay all delivery charges for such returns. Upon termination of the order pursuant to this provision, neither party shall be liable to the other for compensation or for damages of any kind whatsoever, whether on account of the loss by Seller or Buyer of present or prospective profits on sales or anticipated sales, or in connection with the establishment, development or maintenance of either party's business, or on account of any other cause or thing whatsoever. Termination shall not affect the rights or liabilities of the parties with respect to Product sold under any order prior to the date of termination, or any indebtedness then owing by either party to the other.

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一般采购条款和条件

本协议（以下简称“协议”）由下列双方签订：_____，注册办公地址为_____

（以下简称“卖方”）；和**安普达**（苏州）贸易有限公司，地址为中华人民共和国江苏省苏州工业园区唯亭镇唯西路96号，邮编215122，及其任何关联公司（以下简称“买方”）。本协议刊载了买方从卖方采购产品以转售给买方客户的条款，于20____年_____生效。

定义：

“**条件**”指本协议刊载的**条款和条件**。

“**合同**”指订单和条件。

“**订单**”指由买方发出的**任何**订单或采购订单。

“**产品**”指订单中描述或载明的、或卖方向买方提供的产品和服务。

条件

本条件适用于买方与**卖方订立的所有**产品采购合同，优先于此**前**买方和**卖方之间的所有书面或口头声明，并优先于**卖方报价、订单接受函、通信或别处**包含或提及的任何不一致的条款或条件，以及**贸易惯例、实践或**交易过程中默示的任何不一致的条款或条件**。除非买方的正式授权代表书面签署，对**本条件或其中的任何部分的任何增加、更改、排除或试图排除**对买方不具有约束力。除**买方书面同意外，其他任何条件均不适用于合同**。在发出订单之前或在**卖方确认之前**供应的产品**适用本条件**。发生下列任何情况，即视为**卖方**接受订单：(i) 买方收到卖方的书面订单接受函，或**卖方将提供产品的书面通知**；(ii) 卖方向买方供应任何产品；及 (iii) 卖方认可存在**有关产品的合同的任何其他行为**。

价格

产品价格应为**订单上指明的价格，如果未指明价格**，则应为**卖方在**订单日期对**相同或商业**同类产品当前报价或收费中的最低价格，**但是不得高于**卖方发给买方的最近一次报价。**除非另有书面协议，否则**价格应：

不包含任何适用增值税（适用增值税应由**买方在收到适当的增值税发票后支付**），以及

是固定价格，包括所有一次性包装的费用、可回收包装和/或**集装箱、运输、交付、保险的相关费用以及所有其他费用**。

买方**可从价格中抵销**卖方应付的任何**款项，无论是合同下的或其他款项**。

在通知卖方后，买方**可从**应向**卖方支付的**发票金额中扣除违反合同保证或任何其他条款的损害赔偿，无论该等发票是否与引起违约的交易有关。

买方有权享有**卖方通常因立即付款、批量采购或大量采购而给予的折扣**。

如果需要卸货，价格应包含**卖方为确保交付到**买方指定的地点而提供任何特殊设备的费用。

支付

除订单另有规定**外，产品款项应在产品交付给**买方后的**九十（90）天内支付**。

变更

买方可变更订单。如果**卖方对因该等变更引起的**采购价格或交付日期的调整有任何权利主张，必须在收到买方的变更订单后的**十（10）天之内**以书面方式向买方提出；否则

卖方即放弃对该等调整的权利。在收到**卖方对调整提出的权利主张后**，**买方可取消全部或部分订单而无需对**卖方承担责任。

图纸、进度、检查和测试

卖方应对向**买方提供的所有说明、数据、图纸和信息（无论是否经**买方批准**）的准确性和完整性负全部责任**，除非该等**不准确或遗漏完全因**买方书面同意**卖方可作为依据的、由**买方提供的说明、数据、图纸或**信息而造成**。

买方及其客户有权在制造过程或仓储期间**检查和测试**产品，并评估进度能否满足交付日期。此外，**如果**买方要求，**卖方应将所有测试合理通知**买方，且**买方代表**有权参与这些测试。

如果卖方已获知或知悉相关要求，**卖方将提供**买方客户要求的所有测试报告、图纸、启动服务以及其他工程服务。**卖方应**按照买方的订单编号保存经核准的测试报告，保存期限为自交付日期起**十（10）年**。测试应根据**订单中载明的相关适用规格或变更**进行。

卖方财产

买方向**卖方提供的或**买方出资、由**卖方为**买方准备或取得的所有**式样、染料、模具、工具、计划、图纸、规格、样品及其他材料**，均应为**买方财产**，并应相应标注和标识。

卖方应将所有该等物品维护在良好的次序和状态（正常磨损除外）。

一经要求，**卖方应将所有这些物品以良好的次序和状态退还**给买方，费用由**卖方**自行承担。

如果卖方未退还物品，**买方可（不影响其任何其他权利）按**物品价值扣留应向**卖方支付**的款项，直至**卖方**退还物品。

除**买方书面授权外，卖方不得将**该等物品用于**本合同以外的任何目的，亦不得允许其他任何人将**该等物品用于**本合同以外的任何目的**。

交付

产品应交付给**买方，或按**买方要求**交付，具明**买方地址并**付清运费，或按**要求**交付，根据**订单载明的**确认说明位置、**订单号和工作账号。该等详情应列入所有的**通知书和开具的**发票中。交付时间**十分重要**。产品**运输途中直至交付期间**的风险由**卖方**承担。卖方**如果希望在指定的交付日期前交付**产品，**须事先得到**买方的书面同意。

如果订单上指定的交付日期无法实现，**卖方应在收到**该订单后的**3个营业日内通知**买方，并由**买方选择**(i) 约定**新的交付日期；或(ii)** 买方**可取消整个订单或其任何部分而无需承担任何处罚或责任**。**如果**卖方未按规定时间**交付或以其他方式违反合同，除根据合同或法律可能享有的任何其他救济之外，**买方**可就未交付的产品取消整个或部分订单，且不被取消的订单部分的相关费用**承担责任。买方**对**利润损失概不承担责任。

此外，卖方应赔偿**买方因**卖方未能在**交货日期前交付**产品而产生的所有索赔、费用或成本。**在任何情况下，**买方均**不对**利润损失承担责任。

产品的产权**一经交付即转移**给**买方，不影响可能带给**买方的任何权利或**拒收和/或取消**。

买方**不应被认为已接受**产品，直至**买方有机会检查**产品，且**买方有权拒收**不符合合同规定的任何产品。

包装

产品应妥善安全地包装。除**买方另行书面同意外，**卖方**应**免费提供所有**包装箱和包装材料**。

出于健康和安全方面的要求，买方的紧固件运营单位**不接受**单件重量超过**15千克（33磅）（美国允许40磅）的包裹**。

因未妥善安全包装而造成的产品损坏由**卖方**承担费用，**且不影响**买方**拒收和/或取消**的权利。

保证

卖方应**按照**最佳行业标准，以专业和熟练的方式履行所有服务。

卖方保证产品应：

在数量、质量和描述方面符合订单；
符合订单中指定的任何规格、图纸或样品；
是全新制造的，没有材料和工艺方面的瑕疵；
达到订单中指定的任何性能标准；
没有任何留置权和产权负担；
没有氢脆和/或氢降解现象，无论其是否进行过电镀、磷化或其他处理；及

OPTIMAS (SUZHOU) TRADING, CO., LTD. AND ITS AFFILIATED COMPANIES
GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF PRODUCTS

遵守法律默示的所有其他保证。

该等保证应适用于买方及其客户，并持续完全有效，且卖方不因买方检查产品或为产品付款而被免除该等保证。卖方应取得产品所用材料或设备的制造商或供应商提供的保证并转给买方或买方客户，并应履行自身责任，以便该等保证保持完全有效。

卖方向同意根据买方的选择退款、免费维修或更换有瑕疵的产品或任何部件，并进一步承担拆除和退回有瑕疵产品，以及重新交付和重新安装更换产品的全部费用。保证不涵盖因最终用户的误用、疏忽或事故的零部件或产品。卖方进一步同意维修上述保证期不涵盖的组件，实际维修费用不超过当前建议定价的百分之五十（50%）。最终用户应支付该等维修往来双向的所有运输和交付费用。

遵守法律

卖方应遵守与其合同义务相关的所有适用法律、规章、命令、法规、监管要求及惯例规则。尤其是（但不限于），卖方应遵守与下列各项相关的所有适用法律、规章、命令、法规、监管要求及惯例规则：

适用于卖方、卖方集团、或其各自母公司或其各自的关联公司的税收、外汇管制、反腐败、反垄断、反洗钱、贸易制裁、金融制裁和刑事事项，

进口、出口、海关和环境法律，包括但不限于欧共体法规第1907/2006号（“REACH”）；欧盟指令2002/95/EC（2003年1月27日）（RoHS指令）；；经修订的1994年12月20日关于包装和包装废弃物的欧盟指令94/62/EC（包装条例）。

其负责根据适用的当地法律上报产品和支付相关费用。关于REACH，如果卖方在欧盟以外的地区，则应指定一家欧盟代理商作为唯一代表，履行其在REACH下的所有义务，包括注册登记义务，以便买方不作为产品的进口商。

卖方保证每件产品的制造、包装、标签和标记均在实质上遵守所有适用法律、规章、命令、法规、监管要求及惯例规则，且所有产品资料均完整、准确并在实质上遵守所有适用法律、规章、命令、法规、监管要求及惯例规则。卖方应在收到买方采购订单后的两（2）天内向买方提供一份书面清单，列出采购订单载明的任何产品中含有的所有有毒有害物质（按任何适用法律的定义）。在交货时，卖方应按照适用法律要求的范围，在材料安全性数据表（MSDS）或其他书面声明中指明任何产品中含有的所有有毒有害物质（按任何适用法律的定义）。除了这些指明的有毒有害物质之外，卖方保证在向买方交货时，每件产品均不含任何有毒有害物质。所有木质包装（如木箱、托盘等）必须符合《国际植物检疫措施标准》(ISPM)第15号规定。

卖方向应向买房提供所需信息，以确保买方遵守与合同相关的适用法律，法规，条款及规章。

卖方需立即通知买方任何适用于本协议项下产品或服务的政府进出口要求或限制。卖方履行本协议义务时，需在实质上遵守所有使用的外国、本国、州及地方法律法规，以及相关司法管辖区的规定。

卖方应提供所有产品所需的美国和其它国家（进口及出口）合规文件及信息，以确保买方享受自由贸易协定（包括但不限于以下内容）的权益：美国商务部工业与安全局（BIS）的出口管制分类编号（ECCN）；协调关税制度编号（HTS）或Schedule B编号；《美墨加协定》（USMCA）原产地证书（如适用）；若涉及《国际武器贸易条例》（ITAR）管制范围，需提供相关标识，英国/欧盟贸易与合作协定，制裁与禁运，材料检测证书要求，印度BIS合规标准，金属熔炼与浇筑国信息。

赔偿

对于因侵权、过失、违反法定责任、违约、虚假陈述或涉及以下各项的原因造成的任何及所有责任、损失、索赔、诉讼或费用，卖方应承担赔偿责任并向买方、买方董事、关联公司、雇员及代理人作出赔偿：

全部或部分因或声称全部或部分因下述原因造成的任何人的任何实际或声称的死亡或人身伤害，任何人遭受的任何财产损失、或其他任何损害、损失、成本或支出；供应或使用任何该等产品，该等产品的任何实际或声称的瑕疵（无论隐藏的或显著的），包括该等产品的实际或声称的不当构造或设计，或该等产品不符合规格或未遵守任何明示或默示的保证；

任何产品或产品的制造、占有、使用或销售对任何法律、成文法、法令或任何政府行政命令、规章或法规的任何实际或声称的违反；或

任何产品对任何专利、版权或商标的任何实际或声称的侵权。

保险

卖方向应一家声誉良好的保险公司投保并维持产品责任险和买方合理要求的其他保险，其金额应令买方满意且应含有令买方满意的其他条款。经要求，应向买方提供保险凭证。

取消

对于尚未交付的产品，买方可无理由取消整个或部分订单。如果买方取消已交付给买方的产品的整个或部分订单，卖方有权就被取消的订单部分按产品实际成本的百分之十（10%）收取退货费，且买方应承担交付费用。退货费和交付费应为卖方就取消已交付产品获得的唯一救济。

保密

卖方向同意对合同和买方提供的有关订单的所有信息予以保密。

放弃

买方未行使任何权利或救济不构成买方放弃该等权利或救济，或放弃买方此后执行合同每项条款的权利。买方放弃追究任何违约行为不构成放弃追究任何其他违约行为。

转让或转包

未经买方向书面同意，卖方不得转让或转包其在合同下的所有或任何权利或义务。

管辖法律

合同的解释、效力和履行，以及因合同引起或与合同有关的所有非合同义务（如有）均受中华人民共和国法律管辖。

管辖权

如果第三方在任何法院就作为合同标的的产品针对买方提起任何法律诉讼，在遵守该等法院的程序规定的前提下，买方可自行选择让卖方一同参与诉讼，以解决因合同引起的或与合同相关的任何争议，包括关于其存在、效力或终止的任何问题，以及任何非合同权利主张，且卖方不可撤销地同意服从从该等法院对任何该等争议的专属管辖。在遵守上述规定的前提下，因合同引起的或与合同相关的任何争议，包括关于其存在、效力或终止的任何问题，均应受上海法院专属管辖。

终止

任何一方均可提前九十（90）天发出书面通知终止本协议。如果卖方无故或买方因故终止，买方可退回其库存产品，获得现金退款，前提是产品没有损坏且可再次出售，且卖方应支付所有交付费用。如果买方无故或卖方因故终止，卖方应按百分之十（10%）的退货费接受退货，且买方应支付该等退货的所有交付费用。根据本条款终止本协议后，任何一方均不再就赔偿或任何类型的损害赔偿对另一方负责，无论因卖方或买方在销售或预期销售上的当前或预期利润损失，或是与任何一方建立、发展、维护业务相关，或是因任何其他原因或事情造成。终止不影响双方关于终止日期之前按任何合同售出的产品的权利责任，亦不影响当时任何一方欠另一方的债务。

语言

本协议应以中文和英文编制，一式两份，双方各持一份。如有任何不一致，应以中文版本为准。