

**Terms and Conditions of Export Sales (2nd Edition)**

**Company Name: ZHUHAI PRINT-RITE NEW MATERIALS CORPORATION LIMITED**

**Effective Date: August 30, 2025**

**1. DEFINITIONS AND INTERPRETATIONS**

In these Terms, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Buyer": Refers to an individual, business, or company that agrees to purchase Goods from the Seller.

"Terms": Refers to the standard purchase terms set forth in this document, and (unless the context otherwise requires) includes any modifications or supplementary terms to these Terms formally agreed upon in writing by the Seller and the Buyer.

"Contract": Refers to the contract for the sale and supply of Goods entered into in accordance with these Terms.

"Goods": Refers to the goods (including any batches or parts of the goods) that the Seller agrees to sell and the Buyer agrees to purchase.

"Price": Refers to the payment for the Goods, which shall include, where applicable, additional packaging costs, transportation costs, and compliance-related expenses.

"Seller": Refers to Zhuhai Prinrite New Materials Co., Ltd.

"Specifications": Refers to all plans, drawings, data, chemical formulas, processes, or other technical requirements or information related to the Goods or specified by the Buyer (whether designed by the Seller in accordance with the Buyer's instructions or not).

**2. APPLICATION OF CONDITIONS**

2.1 These Terms shall apply to all contracts for the sale of Goods by the Seller.

2.2 Notwithstanding any other provisions of the Contract and/or these Terms, the Seller may modify and amend any content of these Terms with or without prior notice to the Buyer.

2.3 Unless the context otherwise requires, these Terms shall apply the Incoterms 2020 issued by the International Chamber of Commerce (ICC), which took effect on January 1, 2020, or the latest version of international trade

2.4 Terms issued by the ICC. In case of any conflict between these Terms and the aforementioned international trade terms, these Terms shall prevail.

### **3.SPECIFICATIONS OF GOODS**

3.1 The Buyer shall be solely responsible for the accuracy, completeness, and timeliness of the order terms, specification requirements, and instructions related to the Goods issued by the Buyer to the Seller. The Buyer confirms that any suggestions and recommendations (if any) provided by the Seller rely on the information and technical background provided by the Buyer to the Seller.

3.2 All brochures, product materials, or other promotional documents provided by the Seller regarding the Goods are for approximate reference only. The Buyer confirms that it has verified the accuracy and applicability of such materials.

3.3 Unless otherwise explicitly agreed, all Specifications and the intellectual property rights involved therein shall be the exclusive property of the Seller. The Buyer shall not disclose such Specifications to any third party, nor use such Specifications. However, to the extent necessary for the performance of the Contract, the Buyer may allow its agents and employees to use such Specifications in accordance with the provisions of the signed Contract, and shall ensure that such agents and employees recognize the Seller's ownership of the Specifications and the relevant intellectual property rights therein. Upon the Seller's request, the Buyer shall return to the Seller all documents, drawings, and other data records (including copies) related to the Specifications.

3.4 The Buyer warrants that the Specifications provided by it will not infringe upon any third party's ownership or intellectual property rights, and shall indemnify the Seller against any third-party claims for intellectual property infringement that may arise against the Seller due to the Seller's use of such Specifications, including but not limited to all claim amounts, losses, damages, costs, and expenses that the Seller is ordered to bear or voluntarily bears as a result.

3.5 If the Seller deems it necessary to modify the Specifications of the Goods to make the Goods comply with any statutory or other regulatory requirements applicable to the Goods, or to ensure the lawful performance of the Contract, the Seller may modify the Specifications of the Goods.

3.6 If no specific Specifications are agreed upon for the Goods, the Seller may adjust the composition, configuration, and other characteristics of the Goods from time to time to comply with any applicable safety or statutory requirements, or based on its own design modification needs.

### **4. PRICE OF GOODS**

4.1 The Seller shall have the right to notify the Buyer of an increase in the Price of the Goods at any time before delivery to cover the increased costs incurred by the Seller due to the following reasons (including but

not limited to): force majeure events (such as natural disasters, wars, rebellions, riots, government bans, large-scale strikes, shortages of raw materials or energy, transportation disruptions, and other events beyond the reasonable control of the Seller), increases in raw material costs, the Buyer's request to change the delivery date, delivery quantity, or packaging specifications of the Goods, delays caused by the Buyer's instructions or actions, or the Buyer's failure to provide sufficient and accurate information or instructions to the Seller.

4.2 The Buyer shall be solely responsible for complying with all statutes (or case laws), regulations, acts, amendments, guidelines, and practices of the country/region of the import destination of the Goods regarding the import and sale of the Goods, including but not limited to paying all taxes, duties, and other expenses related to the Goods.

4.3 The Price of the Goods does not include Value-Added Tax (VAT), which shall be borne by the Buyer. The Buyer shall indemnify and pay to the Seller all VAT that the Seller is required to pay in the course of supplying the Goods to the Buyer.

4.4 The due date for payment shall be subject to the date stated in the proforma invoice; if no date is stated in the proforma invoice, all payments shall be made within 30 days from the date of issuance of the invoice. If the Buyer fails to make payment on time, it shall pay default interest to the Seller at a monthly interest rate of 2% from the due date of payment until the full payment of the amount owed (this interest calculation covers the period before and after the judgment).

If the parties agree to make payment by letter of credit, the Buyer shall be obligated to pay the purchase price to the Seller regardless of the reason for which the issuing bank refuses to make payment.

## **5. DELIVERY**

5.1 Unless otherwise agreed in writing by the Buyer and the Seller, the Goods shall be delivered on a "Free On Board" (FOB) basis, and the Seller shall have no obligation to give notice in accordance with the Civil Code of the People's Republic of China and other relevant laws and regulations. The risk of the Goods during transportation shall be borne solely by the Buyer, and the Buyer shall arrange for insurance coverage on its own to cover such risks.

5.2 If the sale of the Goods adopts the terms of "Free Carrier" (FCA), "Free Alongside Ship" (FAS), or "Ex Works" (EXW). Unless otherwise agreed, if "Free Carrier" (FCA) or "Free Alongside Ship" (FAS) is adopted, the Buyer shall designate the carrier, terminal, or vessel to which the Seller shall deliver the Goods at least 14 working days before the delivery date; if "Ex Works" (EXW) is adopted, the Buyer shall notify the Seller of the delivery at the location designated by the Seller at least 14 working days before the delivery date.

5.3 If the sale of the Goods adopts the terms of "Cost, Insurance and Freight" (CIF), "Carriage and Insurance Paid To" (CIP), or "Delivered Duty Paid" (DDP), unless otherwise agreed in writing by the Buyer and the

Seller, the Buyer shall insure the Goods against marine risks in accordance with the current Institute Cargo Clauses (A), and may (but is not required to) insure against war risks.

5.4 The Buyer shall be responsible for inspecting and testing the Goods at the Seller's premises before the shipment of the Goods. The Seller shall not be liable for any claims arising from defects in the Goods that are obviously detectable during inspection and discovered after shipment, or damage to the Goods caused during transportation.

5.5 All delivery dates stated in these Terms are approximate. The Seller shall not be liable for any early or delayed delivery of the Goods for any reason.

5.6 If the Goods are to be delivered in batches, the delivery of each batch of Goods shall constitute a separate contract. The Seller's failure to deliver one or more batches of Goods in accordance with these Terms, or the Buyer's assertion of claims against one or more batches of Goods, shall not entitle the Buyer to terminate the entire Contract.

5.7 If the Buyer fails to pay the full price of any Goods or any batch of Goods, the Seller shall have the right to decide to immediately suspend, terminate, or cancel the delivery or shipment of any subsequent Goods, and/or suspend the performance of work under any of the Buyer's contracts or orders until the Buyer pays the full amount owed. The Seller may hold any deposit or other funds paid by the Buyer for the delivery or shipment of subsequent Goods and may use such funds to offset the unpaid price until the full price is paid. If the Buyer fails to pay the full price of the previous Goods or previous batches of Goods, the Seller may retain the shipping documents (including bills of lading) for any Goods or batches of Goods, without prejudice to other rights legally enjoyed by the Seller (including but not limited to the right to require the Buyer to bear the costs and expenses incurred due to the suspension, termination, cancellation, or resumption of delivery and/or work under the Contract).

5.8 If the Buyer breaches the Contract and fails to pay the full price of the previous Goods or previous batches of Goods, and the Seller exercises the above-mentioned right to suspend, terminate, or cancel delivery, the Seller may choose to handle the matter in either of the following ways:

- (1) store the Goods until actual delivery, with all costs such as storage fees and insurance premiums borne by the Buyer;
- (2) resell the Goods to a third party, and if the resale price is lower than the original contract price, the Seller may claim the price difference from the Buyer.

5.9 If the Seller has reasonable and good-faith grounds to believe that the Buyer may be insolvent, at risk of insolvency, or unable to pay the full price of any Goods or batches of Goods, the Seller may, at its own discretion, suspend, terminate, or cancel the delivery or shipment of any subsequent Goods (including

withholding bills of lading) until the Buyer pays the full amount owed or provides security sufficient to be accepted by the Seller in writing.

5.10 If the Seller fails to deliver the Goods (or a batch of Goods), the Seller's liability for compensation shall be limited to the difference (if any) between the lowest cost of the Buyer's purchase of similar substitute Goods in the market and the price of the Goods under the original Contract.

5.11 If the Buyer fails to take delivery of the Goods as agreed or fails to provide sufficient delivery instructions within the agreed delivery time due to reasons attributable to the Buyer (other than force majeure or the Seller's fault), the Seller may, without prejudice to other rights or remedies legally available to it, choose to handle the matter in either of the following ways:

(1) store the Goods until actual delivery and charge the Buyer reasonable storage fees (including insurance premiums);

(2) resell the Goods at the best immediately available price. After deducting all reasonable storage fees and sales expenses, if the proceeds are higher than the original contract price, the excess shall be returned to the Buyer; if the proceeds are lower than the original contract price, the Seller may claim the price difference from the Buyer.

5.12 All expenses related to the delivery of the Goods (including transportation costs, packaging costs, and insurance premiums) stated in these Terms are approximate. The Seller shall not be liable for any changes in such expenses for any reason.

5.13 Even if there is a discrepancy between the quantity of the Goods or the delivery time and the agreement between the Buyer and the Seller, the Buyer shall still accept the Goods provided that the following conditions are met:

(1) the quantity discrepancy does not exceed 5%;

(2) the Price of the Goods is adjusted proportionally according to the quantity discrepancy;

(3) the delivery time is within 3 months before or after the agreed delivery date.

5.14 If there is a discrepancy between the delivered quantity of the Goods and the agreed quantity, the Buyer shall notify the Seller as soon as possible after the delivery date stated in the invoice, and in any case, within 40 days after delivery. Even if the Seller receives such notice, the delivery notice document issued by the carrier or the goods receipt certificate may still be used as evidence to prove the delivered quantity of the Goods.

## **6. RISK AND PROPERTY**

6.1 The risk of damage to or loss of the Goods shall pass to the Buyer in the following manner:

(1) if the Goods are delivered at the Seller's premises, the risk shall pass from the date on which the Seller notifies the Buyer that the Goods are ready for collection;

(2) if the Goods are delivered at a location other than the Seller's premises, the risk shall pass from the date on which the Goods are actually delivered; if the Buyer refuses to take delivery of the Goods without justifiable reasons, the risk shall pass from the date on which the Seller tenders delivery of the Goods.

6.2 The Buyer shall pay the full price of all Goods before the payment date stated in the invoice; if no payment date is stated in the invoice, the full price shall be paid within 30 days from the date of issuance of the invoice. Until the Seller receives the full price of the Goods paid by the Buyer in cash or negotiable funds, and the Buyer pays all other amounts due (including the amounts due for other Goods that the Seller has agreed to sell to the Buyer), the ownership of the Goods shall remain with the Seller.

6.3 Before the ownership of the Goods passes to the Buyer, the Buyer shall hold the Goods as the trustee and custodian of the Seller, and shall store the Goods in an area separate from its own goods and the goods of third parties to ensure that the Goods can be clearly identified as the property of the Seller.

6.4 Before the ownership of the Goods passes to the Buyer (and the Goods still exist and have not been resold), the Seller may request the Buyer to return the Goods at any time; if the Buyer fails to return the Goods immediately, the Seller shall have the right to enter the premises of the Buyer or any third party where the Goods are stored without any conditions to recover the Goods, and the Buyer shall provide active cooperation. The certificate issued by the Seller's officials regarding the ownership of the Goods (unless there is an obvious error) shall be the final evidence that the Seller enjoys the ownership of the Goods.

## **7. WARRANTIES**

7.1 If the Goods are manufactured in accordance with the mutually confirmed Specifications (including model, color code, applicable machine model, etc.) of the inkjet ink and do not violate the provisions of these Terms and Conditions, the Seller warrants that:

7.1.1 The Goods comply with the above-mentioned Specifications at the time of delivery, without immediately visible defects such as liquid leakage, deterioration, or packaging damage;

7.1.2 From the date of production of the product, within the warranty period agreed below, the ink does not have performance defects caused by the production process or the quality of raw materials (including but not limited to nozzle clogging, uneven color development, insufficient adhesion, substandard light/water resistance, etc., subject to the provisions of the Specifications):

Regular dye-based inkjet ink: The warranty period is 12 months;

Regular pigment-based inkjet ink: The warranty period is 12 months;

Special-purpose inkjet ink (such as UV ink, weak solvent ink, etc.): The warranty period shall be determined according to the formula of different inks and implemented in accordance with the warranty period agreed in writing by both parties;

7.1.3 If the Buyer and the Seller have a special written agreement on the warranty period, such agreement shall prevail.

7.2 The above warranty is subject to the following conditions. The Seller shall not be liable for quality assurance or any breach of contract if the defects of the Goods are caused by any of the following circumstances:

7.2.1 Errors in the drawings, design parameters, or applicable machine model information provided by the Buyer, or the Buyer's request for the Seller to produce special ink that exceeds the conventional technical standards, resulting in the product failing to meet the actual usage requirements;

7.2.2 Defects of the ink caused by normal usage wear and tear (such as natural reduction of ink remaining, changes in usage effect caused by normal wear of nozzles), intentional damage by the Buyer or a third party, operational negligence (such as adding the wrong type of ink, mixing inks of different brands), abnormal storage or usage environment (such as storage temperature beyond the range of 5-35°C, long-term exposure to humid/corrosive environment), failure to follow the Guidelines for the Use and Storage of Inkjet Ink (including oral or written instructions) provided by the Seller, or unauthorized modification of the ink packaging, addition of other substances, or repair of relevant equipment without the Seller's written consent;

7.2.3 The Buyer fails to pay the full price of the corresponding Goods by the agreed payment due date under the Contract;

7.2.4 The ink is a customized product and the defects are caused by the Buyer's failure to promptly notify in writing of changes in requirements, or the usage scenario exceeds the applicable scope agreed in the Specifications (such as using desktop-level ink in industrial printing equipment, etc.);

7.2.5 For parts and materials not produced by the Seller (such as nozzles and adapter accessories outside the ink packaging), the Seller shall not bear the warranty liability for such items. The Buyer may only enjoy the warranty rights provided by the manufacturer of such items to the Seller (the Seller will assist in providing relevant certificates but shall not bear the obligation to transmit or fulfill them).

7.3 The Seller shall not be liable for any losses (including direct losses, indirect losses, consequential losses, loss of profits, or other damages) caused by the following reasons:

7.3.1 Inaccurate or insufficient information provided by the Buyer to the Seller regarding the ink usage scenario, technical background, equipment parameters, etc.;

7.3.2 The Buyer's failure to strictly follow the operating specifications, suggestions, or recommendations in the Guidelines for the Use and Storage of Inkjet Ink provided by the Seller (such as failure to clean the nozzles as required, failure to use up the ink within the warranty period);



7.3.3 The ink is used for purposes other than those specified in the Specifications or recommended by the Seller (such as using ordinary printing ink for outdoor signs, textile printing, etc.);

7.3.4 The Buyer's failure to comply with any applicable laws, regulations, or guidelines issued by regulatory authorities related to the use of ink (such as environmental emission requirements, safety operation specifications, etc.).

#### 7.4 Correlation between Performance Parameters and Usage Conditions

All performance parameters (such as drying speed, color saturation, abrasion resistance, etc.) of the inkjet ink specified in these Terms are based on the design parameters stated in the Specifications and the following usage conditions:

7.4.1 The ink application equipment is the compatible model specified in the Specifications, and the equipment is in normal operating condition;

7.4.2 The printing substrate is the material recommended in the Specifications (such as plain paper, coated paper, PVC film, etc.);

7.4.3 All supporting chemical reagents (such as moisturizing fluid, cleaning agent, if applicable) are of commercial purity and meet the standards recommended by the Seller.

The Seller shall only be liable for the ink failing to meet such performance parameters if the above application conditions are consistent with the provisions in the Specifications; otherwise, the Seller shall not be liable.

#### 7.5 Defect Notification and Claim Process

7.5.1 If the Goods have any defects or fail to comply with the Specifications, the Buyer shall notify the Seller within 7 days after delivery (based on the logistics receipt date), stating the specific details of the defects (including supporting materials such as pictures and videos) and clearly indicating whether to reject the Goods. Failure to notify within the time limit shall be deemed as the Buyer's final acceptance of the quality of the Goods. The Buyer shall immediately pay the full price and shall not reject the Goods or claim compensation from the Seller for any reason thereafter.

7.5.2 If the Buyer files a valid claim in accordance with the provisions of these Terms, it shall proceed as follows:

Within 15 days after sending the claim notification, return the Goods (or the defective part) to the location designated by the Seller with freight prepaid (the returned Goods shall remain in their original packaging, be unused or have a remaining quantity of not less than 80%, and be accompanied by complete product identification);



The Seller shall complete the inspection within 10 days after receiving the returned Goods. If the defect is confirmed to be true and within the scope of the warranty, the Seller may choose either of the following methods to handle it at its own discretion:

- (1) Replace the defective Goods (or the defective part) with Goods of the same specification and quantity free of charge. The warranty period of the replacement Goods shall be calculated based on the remaining warranty period of the original Goods;
- (2) Refund to the Buyer the price corresponding to the Goods (or the defective part) (calculated based on the proportion of the actual purchase price of that part of the Goods).

7.5.3 Except for the two handling methods explicitly specified in Clause 7.5.2 above, the Seller shall not bear any other liability to the Buyer (such as loss of work, liquidated damages, shutdown losses, additional procurement costs, etc.).

7.6 Except for death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer for the following (whether based on representations (excluding fraudulent representations), implied warranties, conditions, common law obligations, or express terms of the Contract): any indirect, special, or consequential losses or damages (including but not limited to shutdown losses, loss of expected profits, liquidated damages to third parties, etc.), costs, expenses, or other compensation claims (whether caused by the negligence of the Seller, its employees, or agents). The total liability of the Seller under any Contract shall not exceed the price corresponding to that batch of Goods (unless otherwise explicitly agreed in these Terms). Notwithstanding any contrary provisions in the Contract, under no circumstances shall the Seller be liable to the Buyer or any third party for the following losses: loss of profits, loss of use of the Goods, costs of procuring substitute Goods or services, or any indirect, special, incidental, punitive, or consequential damages (whether based on contract, tort, or other liability theories, and regardless of whether the Buyer was aware of the possibility of such losses in advance).

7.7 Except for the warranties and conditions explicitly agreed in these Terms, the Seller excludes all other warranties and conditions (whether based on statutes or other means); however, these Terms shall not limit or exclude the Seller's liability for compensation for death or personal injury caused by its negligence, nor shall they affect the statutory rights that the Buyer is entitled to as a consumer in accordance with the law.

7.8 Except for the warranties explicitly agreed in the current version of these Terms and Conditions, all warranties, conditions, and commitments (whether express or implied) made by the Seller, its employees, or agents regarding the quality and/or applicability of the Goods shall not be binding on the Seller.

## **8. Contracted Work**

Premise for Undertaking and Liability Limitation: For the customized inkjet ink processing and contracting work for the Buyer (such as special formula adjustment, customized packaging processing, etc.) and the

manufacturing work involving the use of materials provided by the Buyer (such as special toner, customized packaging substrates, etc.), the Seller shall only undertake such work on the premise that the Buyer acknowledges the following terms: Even if the Seller or its employees' negligence leads to issues such as substandard ink performance, packaging defects, processing defects, etc. during the work process, the Seller shall not bear any liability.

**Exemption from Loss Liability and Exclusion of Remedies:** Under no circumstances shall the Seller be liable for any losses caused by the contracted work (including but not limited to direct losses such as the cost of scrapped processed ink, and consequential losses such as shutdown losses, loss of expected profits, customer claims incurred by the Buyer due to delayed delivery, order liquidated damages, etc.). Except for circumstances where exclusion is explicitly prohibited by law, other remedies that the Buyer is entitled to in accordance with the law (such as terminating the Contract, claiming liquidated damages, etc.) shall be excluded.

## **9. Non-Standard Orders**

If the Goods or materials ordered by the Buyer are of a type, size, or quality that the Seller does not normally produce, the Seller may use commercially reasonable efforts to fulfill the order; however, the Seller shall have the right to decide to terminate the Contract or the unfinished part thereof if it deems that fulfilling the order is impossible, impracticable, or uneconomical. In such cases, the Buyer shall only pay the price for the Goods actually delivered by the Seller.

**Principle for Accepting Orders:** If the inkjet ink ordered by the Buyer (such as ink meeting special environmental standards, ultra-small batch customized color ink, special ink meeting the certification requirements of specific countries/regions, etc.) is of a type, specification, quality standard, or certification requirement that the Seller does not normally produce, the Seller may fulfill the order based on commercially reasonable efforts (including but not limited to purchasing special raw materials, applying for cross-border certifications, adjusting production processes, etc.).

**Right to Terminate the Order:** The Seller shall have the right to independently assess the feasibility of the order. If it deems that fulfilling the non-standard order is technically impossible, impractical in terms of cross-border supply chain (such as raw materials failing to pass export control review), or uneconomical (such as

production costs far exceeding the order price), it may unilaterally notify the Buyer in writing to terminate the Contract or the unfinished part of the Contract. The notice shall take effect from the date of delivery to the Buyer. In such cases, the Buyer shall only pay the price corresponding to the Goods that the Seller has actually paid for, and shall not bear any other breach of contract liability or compensation liability.

## **10. Buyer's Indemnification Liability**

The Buyer shall at all times indemnify the Seller and hold the Seller harmless against any infringement of the legitimate rights and interests of any third party, any personal injury (including death), and all losses and/or damages caused by the acts, breaches of contract, or negligence of the Buyer, its employees, or agents (excluding the Seller or its subcontractors); meanwhile, the Buyer shall also indemnify the Seller for all costs arising therefrom, including but not limited to all claim amounts, demands, litigation fees, arbitration fees, preservation fees, preservation security fees, damages, attorney fees, travel expenses, notarization fees, etc.

## **11. INSOLVENCY OF BUYER**

If the Buyer enters into any voluntary debt repayment arrangement with other creditors, becomes insolvent, enters into insolvency administration, liquidation, or other similar circumstances, or if the Seller has reasonable grounds to believe that any of the above events is about to occur, the Seller may terminate the Contract or suspend the delivery of any subsequent Goods, and shall not bear any liability to the Buyer; if the Goods have been delivered but not paid for, the price shall become immediately due and payable (regardless of any prior contrary agreements or arrangements), and this shall not affect the Seller's right to recover the Goods from the Buyer.

## **12. FORCE MAJEURE**

12.1 The following circumstances shall be defined as force majeure:

- (1) Statutory force majeure events, such as natural disasters (earthquakes, typhoons, floods, tsunamis, etc.), wars, armed conflicts, strikes, riots, public health incidents (epidemics and relevant prevention and control measures), etc.;
- (2) Special circumstances related to the export of inkjet ink, including but not limited to: trade bans issued by the country/region of the export destination, changes in export control policies, adjustments to customs duties and customs supervision measures, cross-border logistics disruptions (such as port blockades, route suspensions, quotas on international means of transportation), changes or delays in import and export inspection and quarantine standards;
- (3) Acts of Original Equipment Manufacturers (OEMs), such as interruption in the production of printing equipment compatible with the ink, changes in technical parameters leading to ink compatibility issues;
- (4) Operational problems caused by changes and/or upgrades to hardware, software, or firmware related to ink production (such as failures in the control system of production equipment, delays in inspection processes caused by upgrades to inspection software versions);
- (5) Other events or reasons that are similar in nature to the aforementioned circumstances and beyond the control of the affected party (such as production suspension of key raw material suppliers, interruption of energy supply, etc.);
- (6) Other objective circumstances that are unforeseeable, unavoidable, and insurmountable.

12.2 If any of the above force majeure circumstances occurs, the obligations of both parties under the Contract shall be suspended during the scope and duration of the impact of the force majeure. The period of impact of the force majeure, as confirmed by the other party, shall not be included in the contract performance

period, and the contract performance period shall be extended accordingly, provided that the parties reach an agreement through consultation. The party affected by the force majeure shall be exempted from bearing liability for breach of contract within the scope of the impact of the aforementioned circumstances.

12.3 The party affected by the force majeure shall notify the other party in writing of the occurrence of the force majeure within 5 working days after the occurrence of the force majeure event, and provide relevant written supporting documents. The party affected by the force majeure shall take measures to prevent further expansion of losses.

12.4 After the impact of the force majeure ends, the affected party shall notify the other party in writing within 5 working days.

12.5 If the impact of the force majeure exceeds 45 working days, the parties may negotiate to resolve the subsequent contract performance issues. If the parties fail to reach an agreement within 30 days after the corresponding extension, each party shall have the right to terminate the Contract without bearing liability for breach of contract.

### 13. GENERAL

13.1 For any Goods that comply with the Contract agreement, the Buyer shall not return them without the prior written consent of the Seller; the Seller shall have the right to independently decide whether to agree to the return, or attach any conditions when agreeing to the return. If the Seller agrees to accept the returned Goods, the Buyer shall bear the reasonable handling fee determined by the Seller, and shall pack the Goods into the original shipping packaging, and bear the freight and insurance premium to return the Goods to the location designated by the Seller to complete the return delivery.

13.2 If the Buyer returns the Goods without the prior written consent of the Seller, the Seller may independently decide to return the Goods to the Buyer, or store the Goods with the storage fee borne by the

Buyer (this act shall not affect other rights or remedies legally enjoyed by the Seller). In any case, the Buyer shall still pay the full price of such Goods, unless the Seller explicitly agrees to accept the return and reduce or exempt the corresponding price.

13.3 Regardless of whether it is due to breach of contract or other reasons, the total liability of the Seller for compensation to the Buyer shall not exceed the price corresponding to that batch of Goods; the Seller shall not bear any liability for any direct losses, costs, or indirect losses, costs incurred by the Buyer, or compensation liability that the Buyer bears to third parties.

13.4 If the Seller delays in performing or fails to perform any obligation related to the Goods due to reasons beyond the Seller's reasonable control, the Seller shall not be liable to the Buyer, nor shall it constitute a breach of the Contract.

13.5 For any Goods sold in retail packaging, the Buyer may only resell the Goods in the complete packaging provided by the Seller, and shall not mark or use any trademarks on the Goods that are not added by the Seller.

13.6 Pursuant to this Contract, the Buyer's rights or licenses under any patents, trademarks, copyrights, design patents, or other intellectual property rights related to the Goods shall be limited to the right to use or resell the Goods. The Buyer shall not conduct reverse engineering, decryption, or any other acts that may infringe the Seller's intellectual property rights on the Goods.

13.7 The Seller may terminate the Contract by notifying the Buyer in writing at any time before the delivery of the Goods. After sending such written notice, the Seller shall immediately refund to the Buyer all the purchase prices already received, but shall not bear any liability for compensation or breach of contract for any losses or damages arising from such termination.

13.8 Any notice required or permitted by these Terms to be sent by one party to the other shall be made in writing and sent to the other party's registered address, principal place of business, the address agreed in the Contract, or other addresses that the other party has notified the sender in advance in accordance with the provisions of this clause. The effective time of such notice shall be determined as follows:

13.8.1 For notices delivered in person, they shall take effect upon delivery;

13.8.2 For notices sent by email, they shall take effect when the sender's computer shows that the message has been delivered, and the content of the email received by the recipient is readable and the address is correctly filled in;

13.8.3 If the sending address is in the same country/region as the sender, for notices sent by mail, they shall take effect 48 hours after the date of mailing;

13.8.4 If the sending address is in a different country/region from the sender, for notices sent by airmail, they shall take effect 7 days after the date of mailing.

13.9 Any waiver by the Seller of any act of the Buyer's breach of the Contract shall not constitute a waiver of any subsequent identical or other breach acts of the Buyer.

13.10 If any provision of these Terms is determined by a competent authority to be wholly or partially invalid or unenforceable, the validity of the remaining provisions and the enforceable part of the invalid/unenforceable provision shall not be affected.

13.11 The interpretation and performance of these Terms and Conditions and the Contract, as well as the resolution of disputes, shall be governed by the laws of the People's Republic of China (excluding the laws of the Hong Kong Special Administrative Region, the Macao Special Administrative Region, and Taiwan Region).

13.12 Any dispute arising from or in connection with this Contract shall first be resolved by the parties through friendly negotiation. If no settlement can be reached through friendly negotiation, any dispute, difference, or claim arising from or in connection with this Contract (including the formation, validity, interpretation, performance, breach, termination of the Contract, and disputes arising from non-contractual obligations related to this Contract) shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in accordance with the arbitration rules effective at the time of filing the arbitration application, and the dispute shall be finally resolved thereby. This arbitration clause shall be governed by the laws of the People's Republic of China. The seat of arbitration shall be Beijing. The arbitration tribunal shall consist of one arbitrator. The arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding on both parties. Both parties undertake to perform the award immediately and shall not raise any objections, oppositions, or conditions for any reason (especially in their respective countries/regions).

13.13 These Terms and Conditions and the Contract together constitute the complete agreement reached by the parties regarding the subject matter of the Contract, and supersede all previous negotiations, discussions, and preliminary agreements (if any) between the parties. If any term of these Terms, or the application of such term to any person or any circumstance, is determined to be invalid or unenforceable, the validity of the remaining terms and the application of such term to persons or circumstances other than those in the invalid/unenforceable circumstance shall not be affected; and each term in these Terms shall remain valid and enforceable to the maximum extent permitted by applicable laws.

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