

销售条款和条件

TERMS AND CONDITIONS OF SALE

以下是上海铝图保温材料有限公司，一家中华人民共和国（“中国”，为本条款之目的不包括香港、澳门和台湾）成立的有限责任公司（“卖方”），的销售条款和条件（“条款”）。根据本条款，卖方同意出售且买方（“买方”）同意购买商品。买方接收卖方商品推定为买方同意本条款。

The following are the terms and conditions (“Terms”) pursuant to which **Softbox Systems China Co., Ltd.** a limited liability company incorporated under the law of People’s Republic of China (“PRC”) for the purpose of these Terms, excluding Hong Kong, Macau and Taiwan (“Seller”), agrees to sell and the buyer (“Buyer”) agrees to purchase goods. Buyer’s assent to these Terms shall be implied from Buyer’s acceptance of any or all goods ordered from Seller.

1. **总则。** 本条款和所附账单，构成了买方和卖方之间的全部的意思表示，卖方不容易任何附加或不同的条款。本条款也适用于根据卖方的订单号出具的任何订单变更，除非变更订单明确说明本条款不适用。除非卖方和买方以书面形式修改本条款，否则本条款的任何修改或变更都不具有约束力。

General. These Terms and the attached invoice, constitute the entire understanding between Buyer and Seller and Seller objects to any additional or different terms. These Terms also apply to any change orders issued under Seller’s order number except as expressly stated on the face thereof. No modifications or changes to these Terms shall be valid or binding unless Seller and Buyer agree to such modifications in writing.

2. **装运和交付。** 除非账单上另有具体说明，否则买方必须支付运费，这已包括在账单上所列的价格中。卖方不对运输过程中的延误、损失或损坏负责。买方应在收到商品和服务后的五（5）天内拒收这些商品和服务，并对短缺情况提出索赔。买方应以书面形式提出拒收，并说明拒绝的理由。拒收后，所有货物必须以合理的方式保管，并保持完好无损，直到卖方或卖方的代理人重新进行检查。如果买方未能按照本条款的规定通知卖方其拒收，则应视为买方已接受所有商品和服务。买方承认并同意，本第2条中规定的补救措施是买方对不合格商品的唯一补救措施。

Shipment and Delivery. Unless otherwise specifically indicated on an invoice, Buyer must pay for freight and shipping, which is included in the price listed on the invoice. Seller shall not be liable for delays, loss or damage in transit. Buyer shall have five (5) days after receipt of goods and services to reject such goods and services, and to make a claim for shortage. Buyer’s rejection shall be in writing and state Buyer’s reason for rejection. Upon rejection, all goods must be held with reasonable care and intact until re-inspection by Seller or Seller’s agent is made. Buyer shall be deemed to have accepted all goods and services if Buyer fails to notify Seller of its rejection as set forth herein. Buyer acknowledges and agrees that the remedies set forth in this provision are Buyer’s exclusive remedy for non-conforming goods.

3. **付款条款。** 付款条款应在卖方发送给买方的账单上列明。除非法律禁止，否则对于未在账单规定时间内收到的付款，应每月收取应付未付总额的百分之一点五（1.5%）的利息作为违约金。如果法律禁止上述做法，则应向买方收取法律允许的最高金额。接受利息不应视为卖方放弃因买方不付款而可能拥有的任何权利。

Terms of Payment. Terms of payment shall be set forth on the invoice Seller sends to Buyer. Unless prohibited by law, a late payment interest of one and one half percent (1.5%) of the total amount due shall be charged each month as liquidated damages on the open account for payments not received within the time specified in the invoice. If the foregoing is prohibited by law, there shall be charged to Buyer on account of such payments the maximum amount permitted by law. Acceptance of this late payment interest shall not be deemed a waiver of any rights Seller may have by reason of non-payment by Buyer.

4. **履约保证。** 即使买方根据任何合同支付部分款项后，卖方仍保留权利，要求买方提供充分的保证或担保，以确保买方任何和所有的义务得到充分履行。如果买方拒绝提供这种保证或担保或买方未能履行其在本合同或任何其他现有合同下的任何义务，卖方有权，在不通知买方的情况下，暂停发货或取消合同、或取消可能尚未执行的部分合同，卖方不承担由此产生的任何责任，并且不影响卖方拥有的主张任何损害赔偿或其他救济措施的权利。

Assurance of Performance. Seller reserves the right even after partial payment on account of any contract with Buyer to demand from Buyer adequate assurances or security for the due performance for any and all of the obligations of Buyer and refusal to furnish such adequate assurance or security or the failure of Buyer to perform any of its obligations under this or any other existing contract

will entitle Seller, without notice to Buyer, to suspend shipments or cancel a contract or so much of it as may remain unexecuted, all without incurring liability to Seller and without prejudice to any claim for damages or other remedy Seller may be entitled to make.

5. **保证和间接损害赔偿。** 卖方不对商品做出任何形式的陈述或保证，无论是通过法律的明示或暗示、交易过程、履约过程、贸易惯例或其他方式，包括对适销性和特定用途的适用性的暗示保证，但以下情况除外。(a) 如果是加工买方自己的商品，卖方保证对待运商品的所有权不受影响；以及 (b) 卖方保证在装运时，待运商品应符合订购和账单上的商品或加工的描述、等级和条件。买方同意，卖方在任何情况下都不对间接或偶然的损害负责，并且卖方在本条款中所产生的责任只限于对有缺陷的商品进行更换或维修，由卖方选择。在更换丢失、损坏或有缺陷的商品时，卖方可以补偿买方的商品成本，但不补偿使商品符合制造规格或成套规格的费用，也不补偿商品的拆除、安装或运输费用。在向买方交付此类商品或服务超过一（1）年后，不得对任何违反保证的行为提起诉讼。卖方不负责在这些商品的预期使用寿命结束后对其进行处置或回收。买方同意，如果其客户、最终用户和/或其他第三方因任何原因和在任何情况下遭受伤害、损害或损失，无论是否由于商品以任何方式出现故障，也无论是否可预见，买方都应独自负责并承担相应责任。买方应赔偿卖方和卖方的董事、管理人员、雇员和/或其他代表，使其免受任何第三方（包括买方客户和商品的最终用户）提出的任何和所有索赔，无论何时何地，只要这些索赔是由商品（包括包装、设计、材料和/或制造）引起的，或由买方或最终用户或第三方对商品的采购、运输、储存、处理、组装、使用和/或滥用、营销、转售和/或其他任何行为引起的。买方同意，上述赔偿的范围应包括任何形式的损害赔偿，包括但不限于直接、间接、补偿性、特殊、附带、惩罚性或后果性损害，以及为防止此类索赔所产生的任何费用，包括但不限于法律成本和费用、律师费、以及合理的差旅费用，包括但不限于交通工具、食宿和合理的附带费用。买方还同意赔偿卖方并使其免于承担与执行商品召回或其他纠正性处置有关的任何和所有费用，无论是自愿的还是为了遵守任何有权处理此类事项的实体发出的命令，包括但不限于修复、更换和/或恢复商品和/或通知任何和所有受影响的客户、最终用户和其他第三方的所有费用。

Warranties and Consequential Damages. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS, EITHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR THE FOLLOWING: (a) unless Buyer’s own goods are being processed, Seller warrants unencumbered title to the goods to be shipped; and (b) Seller warrants that at the time of shipment the goods to be shipped shall conform to the description, grade and condition of goods or processing ordered and invoiced. Buyer agrees that Seller shall not be liable under any circumstances for consequential or incidental damages, and that Seller’s liability arising out of these Terms is limited solely and exclusively to, at Seller’s option, the replacement or repair of defective goods. When replacing lost, damaged, or defective goods, Seller may reimburse Buyer for the cost of goods, without compensation for conforming the goods to manufacturing specifications or specifications of a set and without compensation for removal, installation or transportation of goods. No action for any breach of warranty shall be brought more than one (1) year after delivery of such goods or services to Buyer. Seller is not responsible for disposal of, or recycling of these goods after their intended useful life. Buyer agrees that it shall be solely responsible and liable to its customers, end users and/or other third-parties in the event of injury, harm or damages suffered by any of them, for any reason and under any circumstance, whether or not due to failure of the goods in any manner, and whether foreseeable or unforeseeable. Buyer shall indemnify and hold harmless Seller and Seller’s directors, officers, employees and/or other representatives, from any and all claims, however and whenever presented, by any third-party including and customers and end user of the goods, wherein such claim(s) arise out of the goods including packaging, design, materials, and/or manufacturing, or to the acquisition, shipping, storage, handling, assembly, use and/or misuse, marketing, resale, and/or any other action whatsoever of Buyer or of an end user or a third-party, with respect to the goods. Buyer agrees that the scope of the foregoing indemnification shall include indemnification from damages of any kind, including but not limited to direct, indirect, compensatory, special, incidental, punitive, or consequential damages, and from any expenses required to defend against such claims, including but not limited to legal costs and fees, attorney fees, and reasonable travel expenses, including but not limited to conveyance, lodging, food and reasonable incidental costs. Buyer further agrees

to indemnify and hold harmless Seller from any and all costs associated with performing a recall or other corrective disposition of the goods, whether voluntary or to comply with an order issued by any entity having authority over such matters, including but not limited to all costs to repair, replace, and/or recover the goods and/or to notify any and all affected customers, end users and other third-parties.

6. **税收；遵守法律。** 买方应负责中国政府部门现在或将来对制造、销售、出口、进口或使用本条款规定的商品或服务所征收的任何税费。买方应遵守所有适用的法律、法规和条例。买方应保持其在本条款下履行义务所需的所有证照、许可、授权、同意和许可证是有效的。

Taxes; Compliance with Law. Buyer shall be responsible for any taxes or duties, now or hereafter imposed by any government entities in the PRC on the manufacture, sale, export, import, or use of the goods or services specified on the face hereof. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms.

7. **不可抗力。** 由于火灾、罢工、工人纠纷、战争、内乱、流行病、洪水、事故、运输延误、燃料或其他材料短缺、劳动力短缺、政府行为、政府需求或政府要求，或任何其他超出卖方合理预期或控制的事件，卖方不对任何制造或交付的延误或失败负责。上述原因应成为卖方暂停履行其义务的理由，并将卖方的履约时间延长到必要的程度，以使其在上述原因消除后能够合理地履约。如果由于上述任何原因，卖方的履约成本上升，卖方可以要求提高商品或服务的价格，以补偿这种额外的成本，如果买方不同意价格上涨或卖方无法令其满意地方式确保收到货款，卖方有权取消该笔销售且无需支付任何罚款。如果延误持续九十（90）天，那么任何一方都可以通过书面通知对方，取消该笔销售，但在收到该通知时已生产或正在生产的商品除外。

Force Majeure. Seller shall not be liable for any delay or failure in manufacturing or delivery due to fire, strikes, disputes with workers, war, civil commotion, epidemics, floods, accidents, delays in transportation, shortages of fuel or other materials, shortages of labor, acts, demands, or requirements of the Government, or to any other causes beyond reasonable expectation or control of Seller. The existence of such cause of delay shall justify the suspension of Seller's obligations and shall extend the time of performance on the part of Seller to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If the performance of Seller is rendered more burdensome by reason of any of the causes above-mentioned, Seller may request an increase in the price of the goods or services to compensate for such extra burden and may cancel the sale without penalty upon failure of the purchaser to agree to such price increases and to satisfactorily secure their payment. If the delay shall continue for ninety (90) days, then either party may, by written notice to the other, cancel the sale except as to goods manufactured, or in the process of manufacture, at the time such notice is received.

8. **所有权和损失风险。**

8.1 在卖方将商品交付给承运人或买方收到商品的较早时间，所有权和损失的风险应转移给买方。如果根据买方的要求，卖方协助买方处理对承运人的索赔，则所有风险由买方承担。

Title and Risk of Loss. Title and risk of loss or damage shall pass to Buyer upon the earlier of Seller's delivery of goods to a carrier or receipt of goods by Buyer. If, upon Buyer's request, Seller assists Buyer in processing claims against a carrier, Buyer solicits and accepts such assistance at its own risk.

8.2 尽管商品交付及风险的转移，卖方应始终保留提供给买方全部产品的所有权，直到所有货款以现金或收讫的资金全部付清。在全部货款付清前，(a)法律上的权利和所有权将不改变，买方应作为卖方的受托代理人 and 受托人保管产品，并应将其与买方和第三方的物品分开，适当地储存、保护和保险及标明为卖方的财产；(b) 买方应有权在其正常业务中出售或使用商品，但应将商品出售或以其它方式处置的收益计入卖方的账下，不论该收益是有形或无形的，包括保险收益，并应将该收益与买方和其它第三方的任何钱、物分开存放。若收益为有形物，则应对其进行适当地储存、保护和保险。

Notwithstanding delivery and the passing of risk in the goods, Seller shall retain ownership of all goods until payment has been made in full in cash or cleared funds. Until such payment has been made (a) legal title and ownership will not change and Buyer shall hold the goods as Seller's fiduciary agent and bailee and shall keep the goods separate from those of Buyer and third parties and properly stored, protected and insured and identified as Seller's property and (b) Buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall

account to Seller for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep such proceeds separate from any moneys or property of Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

9. **取消。** 如果买方：(i) 未能支付账单项下的任何到期款项；(ii) 未以其他方式履行或遵守本条款的全部或部分内容；或 (iii) 破产、提交破产申请、被接管、重组或为债权人利益转让，则卖方可在发出书面通知后立即终止订单。除本条款另有规定外，除非双方同意，否则不得取消商品或服务的订单。特别需要通知的是，如果买方的商品已经开始加工、卖方已经为该订单购买或制造了特殊的部件、部件已经组装好装车，或者该订单的商品正在装车或正在运往目的地，则订单不得取消。

Cancellation. Seller may terminate an order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under the invoice; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Except as otherwise provided in these Terms, no order for goods or services shall be cancelled except by mutual consent. Notice is hereby given that Seller will not consent to cancellation if processing of Buyer's goods has commenced, special stock has been purchased or manufactured for this order, stock has been assembled for loading, or the goods for the order are being loaded or are in route to destination.

10. **分批装运。** 若卖方负责装运，卖方不需要一次性装运所有标的商品，卖方可以按其方便分批装运。如果卖方分批装运，卖方可以选择按分批装运出具账单，买方应根据账单付款。

Partial Shipment. In any sale contemplating shipment by Seller, Seller shall not be required to ship the total amount of the subject goods in one shipment but may make partial shipments at Seller's convenience. If partial shipments are made, Seller at its option may invoice by or for such partial shipment and Buyer shall pay according to the terms thereof.

11. **管辖法律；管辖权。** 中国法律应作为本条款的管辖法律，不适用中国法律以外的任何其他管辖法律或法律冲突条款或规则。双方都不可撤销地同意，卖方所在地法院对解决因本条款引起的或与之相关的任何争议或主张（包括非合同性争议或主张）具有专属管辖权。

Governing Law; Jurisdiction. PRC law shall be the governing law of these Terms, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the PRC. Each party irrevocably agrees that the courts of Seller shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

12. **律师费。** 买方同意支付卖方为收取货款而产生的所有费用，包括合理的律师费，无论是否实际开始诉讼。如果为执行任何销售条款和条件而提起法律诉讼，胜诉方有权向另一方收回法院认为合理的审判或上诉中的律师费，此外还有法律规定的所有其他款项。

Attorney Fees. Buyer agrees to pay all costs of collection for sums due for the sale of goods and services, including reasonable attorney fees, whether or not litigation is actually commenced. In the event legal proceeding is instituted to enforce any term of condition of sale the prevailing party shall be entitled to recover from the other party such sum as the court may deem reasonable as attorney fees at trial, or on appeal, in addition to all other sums provided by law.

13. **保密信息。** 卖方向买方披露的所有非公开的、保密的或专有的信息，包括但不限于规格、样品、图案、设计、计划、图纸、文件、数据、商业运作、客户名单、定价、折扣或让利，无论是口头披露还是以书面、电子或其他形式或媒体获取，以及无论是否标记、指定或以其他方式确定为与订单和本条款“保密”，该信息都是保密的，且应仅用于执行订单和本条款。除非事先得到卖方的书面授权，否则不得泄露或复制。根据卖方的要求，买方应及时归还从卖方处收到的所有文件和其他材料。对于任何违反本第13条的行为，卖方应有权获得禁止性救济。本第13条不适用于以下信息：(a) 公共领域的信息；(b) 在披露时买方已知的信息；或(c) 买方在非保密的基础上从第三方合法获得的信息。

Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with

the order and these Terms is confidential, solely for the use of performing the order and these Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this provision. This provision does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. **约束力。** 本条款对买方和卖方，以及他们的继承人和允许的受让人都有约束力。未经卖方事先书面同意，买方不得转让本条款项下的任何权利，卖方可自行决定不予同意。

Binding Effect. These Terms shall inure to the benefit of and be binding upon Buyer and Seller, their successors and permitted assigns. No right hereunder may be assigned by Buyer without the prior written consent of Seller, which may be withheld by Seller at Seller's sole discretion.

15. **可分割性。** 如果任何法院或具有有效管辖权其他部门发现本条款任何条款（或任何条款的部分）无效、非法或不可执行，则按照需要限度，该条款或部分条款不应被视为构成本条款的一部分，但是，本条款的其他部分的效力和可执行性不应受到影响。如果本条款任一条款（或条款的一部分）被发现非法、无效或不可执行，则该条款应在进行必要的最低限度的修订，以使其合法、有效和可执行后适用。

Severability. If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected. If a provision of these Terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. **弃权。** 卖方或买方放弃严格履行本条款，不应视为放弃要求在未来严格履行相同条款或条件或本条款中的任何其他条款或条件的权利。

Waiver. Waiver by Seller or Buyer of strict performance of any of these Terms shall not be a waiver of or prejudice of any right to require strict performance of the same terms or conditions in the future or of any other of these Terms.

17. **没有第三方受益人。** 本条款仅适用于本条款各方及其各自的继承人和允许的受让人。本条款的任何内容，无论是明示还是暗示，都无意赋予任何个人或实体在本条款下或因本条款产生的任何性质的法律权利、利益或救济。

No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any person or entity any legal right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

18. **双方关系。** 双方之间的关系是独立承包商的关系。本条款中的任何内容都不应被解释为在双方之间建立任何代理、合伙、合资或其他形式的联合企业、雇佣或信托关系，而且任何一方都无权以任何方式为另一方订立合同或使其受到约束。

Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. **通知。** 所有的通知、请求、同意、索赔、要求、弃权和其他通信（单独称为“通知”）都应以书面形式，按账单上的地址寄给双方，或寄给接收方可能以书面形式指定的其他地址。所有的通知应以专人递送、国家认可的隔夜快递（预付所有费用）、传真或电子邮件（有传输确认）或认证或挂号邮件（在每一种情况下，要求回执、预付邮费）的方式进行。除本条款另有规定外，通知只有在(a)接收方收到后和(b)发出通知的一方遵守了本条款的要求时才有效。

Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or

certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided herein, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this provision.

20. **语言。** 本合同用中英文写成，两种版本同等有效。若有差异，以英文本为准。

Language. This Contract is written in English and Chinese, and both language versions are equally binding. In case of any discrepancy, the English version shall prevail.

August 2022