

Standard Terms and Conditions of Sale

1. Scope of Application

All transactions between the Buyer and the Seller within the scope of this terms and conditions (hereinafter referred to as "this Contract") are subject to this Contract.

2. Definition

- The "Seller" refers to Zhuhai SCC Trading Co., Ltd.
- The "Buyer" refers to the party who has the willingness to purchase products and services from the Seller after knowing about the performance, usage mode and storage requirements of the Seller's products and signs this "Contract".
- The "Order" refers to the order subject to this Contract and related to products or service supply.
- The "Product" refers to any printing consumables, equipment or other goods supplied by the Seller.
- The "Service" refers to any supplied service related with the products, including the service of product training or installation.

3. Price

- Before placing an order, the Buyer shall issue an inquiry list to the Seller for inquiring the price of product and service.
- The price is the delivery price to Zhuhai (The address is 2/F, Building 01, No.83 Guangwan Street, Nanping Science and Technology Industrial Park, Xiangzhou, Zhuhai).
- The transaction price of the product is subject to every order unless otherwise agreed in the order by two parties, and the price shall not include any freight, packing expense, insurance expense or taxes. Where applicable, the statutory tax (such as value-added tax) shall be added to the price as per general taxpayer prevailing rate on the invoice date.

4. Order

- The order referred to herein is the written document issued by the Buyer and confirmed by the Seller, which is subject to the terms hereof. The order can be sent in the ways accepted by the Seller, such as by fax, by mail, etc. In the event that the content agreed in the order conflicts with this Contract, the content hereof shall prevail.
- Every order is independent of each other as an annex hereof, which constitutes every single buy-sell agreement together with this Contract. The dispute occurring during performing the former order shall not affect the performance of the subsequent one, unless otherwise specially agreed herein.

5. Risk Aversion, Acceptance Check and Loss Control

5.1 The risk of the product delivered to the Buyer by the Seller is transferred to the Buyer after the product is delivered to the carrier.

5.2 Acceptance Check

5.2.1 When receiving the product, the Buyer shall immediately make an inventory of the quantity and the model, and inspect the product appearance (including the external packing of the product and the product itself). If the quantity, model and appearance of the product are inconsistent with the order, the Buyer shall indicate such inconsistency in the shipping documents (including express delivery document). As to the redundant goods, after indicating the specific quantity and model of the redundant goods on the shipping documents (including express delivery document), the Buyer shall reject and send back the redundant goods. As to the goods damaged, before rejection the Buyer shall take photos thereof with the delivery personnel to confirm the damage condition. The Buyer is deemed to be willing to accept such goods in the following situations: the Buyer fails to give clear indication of objection; the Buyer fails to give clear indication or take photos as required by this Contract; the Buyer fails to reject and send back such goods. The agreement of this article is not applicable to the situation agreed in Article 5.2.2 hereof.

5.2.2 The Buyer shall complete the acceptance check of hidden defects in terms of product performance, and technological indicators, etc. within 10 working days after receipt of goods, and shall inform the Seller of the inspection report in writing within 3 working days thereafter. The Buyer's failure to raise quality objection before deadline is deemed as no objection, and the liability thus caused has nothing to do with the Seller.

5.2.3 If the Seller has objection to the inspection report issued by the Buyer, it can be settled by negotiation between two parties. If negotiation fails, the final inspection shall be conducted by the quality inspection department jointly confirmed by two parties. If two parties fail to reach an agreement on the choice of quality inspection department, the final inspection shall be conducted by the quality inspection department entrusted by the Seller. If the final report shows that the Seller's objection to the inspection report issued by the Buyer is invalid or the product fails to conform to the quality agreement, the final inspection expense shall be borne by the Seller; if the final report shows that the Seller's objection to the inspection report issued by the Buyer is valid or the product conforms to the quality agreement, the final inspection expense shall be borne by the Buyer. The final inspection report acts as the final judgment of quality.

5.2.4 The product is of marketable quality standard

5.3 The Seller shall try its best to deliver the goods and/or service in reasonable time, but the Seller shall not undertake legal liability for the Buyer's indirect loss caused by delayed goods and/or service and for the third party's claim for compensation unexpected by the Seller.

5.4 The Buyer shall buy all necessary insurance for the loss or damage that may be suffered from the delivery of goods, to minimize loss.

5.5 Carrier

5.5.1 The Buyer shall adopt the carrier recommended by the Seller to transport products. Unless otherwise stated, the freight shall be borne by the Buyer.

5.5.2 If the Buyer explicitly informs the Seller of the requirement to adopt other carrier when placing an order, the Buyer may adopt other carrier to transport the product. However:

- The Seller completes the delivery obligation once it delivers the product to the carrier;
- The product risk shall be transferred to the Buyer since the Seller delivers the goods to the carrier.
- When receiving the product, the Buyer's carrier shall immediately make an inventory of the quantity and the model, and inspect the product appearance (including the external packing of the product and the product itself). The carrier's failure to give clear indication of defect about goods quantity, model and appearance in the Seller's waybill when receiving the goods, is deemed as no such defects of the Seller's goods; and the Buyer shall not raise any proposition to the Seller of any defects existing in the goods quantity, model and appearance since the carrier receives the goods. 5.6 The Buyer shall keep the products in a proper condition; product quality deterioration caused by improper usage, custody, maintenance, etc. shall not be deemed as quality defect, whose liability will not be borne by the Seller.

6. Disposal of Partial Delivery

6.1 If the order includes multiple goods, the Seller has the right to issue an invoice on the order

completed part and require the Buyer to make payment, and the Buyer shall make payment according to the Seller's invoice.

6.2 The uncompleted part in the order shall not constitute the reason for the delay payment by the Buyer for the completed part.

6.3 For the variety, model, specification, quality, etc. of the goods delivered by the Seller which fail to conform to the stipulation hereof, the price shall be determined according to the quality if the Buyer can utilize such goods; the Seller shall be responsible for repair or exchange according to the specific condition of such goods, if the Buyer can't utilize such goods. Those that the Buyer fails to repair or exchange shall be disposed as failure to delivery.

7. Payment Terms

7.1 The Buyer shall make payment by one of the following ways before delivery (subject to the provisions of Article 7.3 and Article 7.4 below): telegraphic transfer, check collection and on-line payment.

7.2 Payment shall be made by the currency adopted in the sales invoice.

7.3 The Buyer who operates a net account period account with the Seller's affiliated company (namely Static Control Components Inc., Static Control Components (Europe) Limited or Static Control Components (Hong Kong) Limited in a way satisfactory to the Seller may be approved at absolute discretion by the Seller to set up a net account period account in the Seller's.

7.4 The Buyer shall not detain any invoice payment or other payment owed to the Seller for the reasons of any deduction, right of set-off under laws or the right to counterclaim enjoyed at any time.

7.5 The Buyer needs to pay overdue penalty for the overdue payment at the rate of interest of 2% every month, with the daily overdue penalty proportion of 2%:30.

7.6 If the Buyer delays making payment, the Seller has the right to reject the performance of effective order.

7.7 The action of the Buyer to include the invoice into the accounts before payment is the expression of commitment for payment.

8. Transfer of the Ownership

8.1 The product ownership is not transferred to the Buyer before the purchase payment (including related freight) is fully paid up.

8.2 The Buyer agrees to hold all supplied products in the exclusive identity of a bailee of the Seller (the expense shall be borne by the Buyer), until the Buyer makes payment to the Seller for the Product and any other products provided by the Seller. Before the product ownership is transferred out from the Seller, any sales or other benefits of the product shall be possessed by the Seller. Even though any product ownership has not been transferred out from the Seller, the Seller shall also have the right to recover the payment (and any sales taxes) from the Buyer.

8.3 If the Seller fails to confirm whether any product is related with specific contract or not, the Buyer shall be deemed to have changed, combined, mixed or marketed all kinds of products marketed by the Seller according to the consequence of the invoice issued; and any new product thus established shall be also deemed to be delivered to the Buyer's buyer according to the sequence of established product.

8.4 The Buyer promises to keep the product in a proper way (the expense is borne by the Buyer) until payment is made to the Seller.

The Buyer shall purchase insurance for the following items: all loss or damage caused by any reason; and any loss, damage or harm (fatal injury or other types) incurred to the Buyer, the employees thereof or any other person due to the products or using the products.

9. Product

9.1 Without the prior written consent of the Seller, any Buyer shall not re-export the products.

10. Force Majeure

The Seller may issue written notice to inform the Buyer related to the products and/or services of the failure to supply and the intention to cancel the contract, if the Seller fails (either temporarily or permanently) to obtain any goods needed in supplying the products and/or services, or is prevented or impeded from providing products and/or services for the following reasons: natural disaster, war, act of Congress or the decree, laws and regulations or rules and regulations prepared under any statutory authority, labor dispute (including the labor dispute involving the Seller's employees), civil commotion, fire disaster, water disaster or any kinds of reasons and any reason occurring at any time which can't be controlled by the Seller; the Buyer shall not raise any claim due to the above contract cancellation, but shall make payment for the products and services delivered before the contract cancellation date.

11. Severability

Where any provision of these terms and conditions is or may be invalid or unenforceable, the scope of such invalidity or unenforceability shall be deemed to be severable, without prejudice to any other provisions.

12. Applicable Laws

The above sales terms shall conform to and be interpreted by the Law of the PRC, and the Buyer is willing to be subject to the non-exclusive jurisdiction of the Chinese courts.

13. Warranty

A copy of the Company's full Product Warranty Statement is available on request.

All products are warranted to be free from defects in material and workmanship. The warranty period varies per product category (go to www.scc-inc.com for current warranty periods).

In the event of a warranty claim for defective Products being accepted by the Company, the liability of the Company is limited to the replacement of the defective parts only on terms to be determined at the absolute discretion of the Company. Static Control will not accept the return of chips that do not work due to firmware changes if the chips continue to work with older versions of firmware.

The Company shall have no liability to the Customer or user by reason of any representation or any implied warranty, condition, or other term or any duty at common law or under the express terms of the warranty for any consequential (whether direct or indirect) loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of Products and/or Services or their use or resale by the Customer or user.

14. Errors and Omissions

Errors and omissions excepted.

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