

General Terms and Conditions of Delivery and Payment

1. Interpretation

“Buyer” means the person who buys or agrees to buy the Goods from the Seller.

“Conditions” means these standard terms and conditions as amended from time to time in accordance with Clause 17.1.

“Contract” means the contract between the Buyer and the Seller for the sale and purchase of the Goods in accordance with these conditions.

“Delivery Address” means the address set out in writing where the goods are to be delivered or such other location as the parties hereto may agree in writing.

“Delivery Date” means the date specified by the Seller when the Goods are to be delivered.

“Goods” means the articles set out in writing which the Buyer agrees to buy from the Seller.

“Order” means the Buyer's order for the supply of Goods.

“Price” means the price set out in the currency stated in the invoice according to article 5.4 herein.

“Seller” means SurTec Metal Surface Treatment Technology (Hangzhou) Co., Ltd.

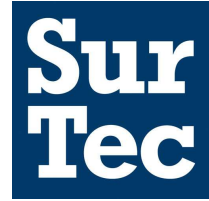
Construction. In these Conditions, the following rules apply:

1.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2 a reference to a party includes its successors or permitted assigns;

1.3 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision, includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted from time to time.



2. General

2.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. The Order shall be deemed to be accepted when the Seller issues a written acceptance of the order for Goods placed by the Buyer at which point and on which date the contract shall come into existence.

Upon issuance of the written confirmation, the Seller shall be entitled to procure materials for the entire order and to manufacture the total order quantity immediately. Any Buyer requests for changes after order confirmation placement can, therefore, not be taken into consideration, unless explicitly agreed upon otherwise in writing.

Statements made by the Seller's representatives orally or by phone shall be legally binding only if confirmed in writing.

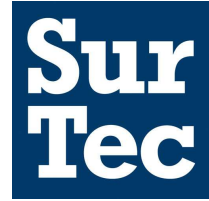
2.2 The Contract, the Order and this Standard Terms and Conditions constitute the entire agreement between the parties hereto and overrides any terms or conditions implied by any course of dealing, trade, practice or custom or stipulated, purportedly incorporated herein or referred to by the Buyer. Save as otherwise expressly stated herein, all guarantees, statements, representations, assurances, warranties and conditions made or given by the Seller which are not set out in the Contract, the Order and this Standard Terms of Conditions, whether express or implied, and as to merchantability, fitness for purpose or otherwise are excluded to the fullest extent permitted by law.

In case of any ambiguity or conflict between the Conditions, the Contract and the Order, otherwise agreed by the parties, the Contract or the Order shall prevail.

2.3 No waiver by the Seller of any breach of these Conditions shall relieve the Buyer of responsibility for any prior, subsequent or contemporaneous breach hereof.

2.4 The Seller is not obligated to fulfill the Contract if any applicable laws or international rules and regulations regarding foreign trade or embargos (and/or other sanctions) or chemical/environmental law prohibit its execution.

2.5 The buyer undertakes to refrain from the following transactions under all circumstances:



2.5.1 Transactions involving persons, organizations or institutions listed in sanction lists under the EC-Regulations or US export control laws and regulations.

2.5.2 Illegal transactions involving embargoed countries.

2.5.3 Transactions subject to permits, in particular export permits however not having been granted such permits.

2.5.4 Transactions related to nuclear, biological or chemical weapons or transactions related to any other military end-use and for which the required permits have not been granted.

3. The Goods and Supplier

3.1 The quantity and description of the Goods shall be as set out in writing. The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

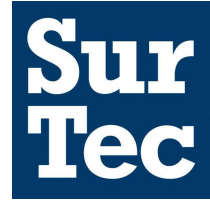
3.2 Details of the Goods (e.g. provided in catalogues, product information, electronic media or on labels) are based on the Seller's general experience and knowledge and are thus reference values or markings only. These product details as well as expressly stipulated features/purposes shall not relieve the Buyer of the need to test the Goods for the intended purpose.

3.3 The Seller normally purchases raw materials and primary packaging material from suppliers certified at least according to ISO 9001. If the Seller purchases from non-certified suppliers or suppliers certified according to other standards in exceptional cases, the Seller will monitor and guide them as to their quality management system by means of other adequate methods (e.g. supplier audits, supplier assessment, development discussions, etc.).

3.4 The Seller reserves the right to charge the costs for samples and testing parts as well as tools required for their manufacturing. The Seller shall charge the manufacturing costs for tools required for serial production, unless agreed upon otherwise.

4. Price

4.1 The Buyer shall pay the Price set out in writing to the Seller.



4.2 Unless otherwise agreed in writing between the Seller and the Buyer, the Seller reserves the right to invoice the Buyer for the Price of the Goods prevailing on the Delivery Date without prior notice. Moreover, the Seller reserves the rights to increase the Price, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to:

4.2.1 any factor beyond the control of the Seller, in particular, in the event of price fluctuation of raw materials and energy, or new introduction of customs duties, taxes or other fees, or foreign exchange fluctuation; or

4.2.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the specification of the Goods, the price shall be immediately revised accordingly to include these additional charges even if a fixed price has been agreed with the Buyer.

5. Payment

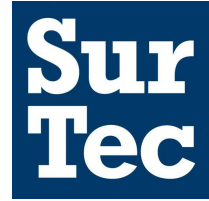
5.1 Time for payment shall be of essence of the Contract. The receipt of payment date shall be the day on which the amount is in the Seller's possession or has been credited to the Seller's bank account.

The Seller delivers the goods after receipt of payment in full and will issue the invoice after delivery is made.

Alternatively, payment of the Price shall be due on the date set out in writing. The Buyer shall pay the Seller's invoice after receiving (separate invoices may apply according to otherwise agreed if delivery is made in instalments) in full and in cleared funds to a bankaccount nominated in writing by the Seller by wiring. The Seller only accepts payment by wiring. Unless agreed in writing otherwise, the Seller shall not be obliged to accept bills,cheques and other promises to pay.

5.2 The Price shall be paid in the currency stipulated in the invoice.

5.3 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding against any sums due to the Seller except as required by law or agreed by the parties otherwise in writing. Also, set-off or deduction of payment shall be conducted after the relevant invoices are returned or changed.



The Seller may, without limiting its other rights or remedies, set out any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5.4 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (the "VAT") and yet covering the cost for land transportation at domestic location agreed by both parties and in a normal delivery time, with the currency, price composition and tax, etc. to be indicated in the order confirmation. Where any taxable supply for VAT purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

5.5 In case of delays in payment by the Buyer, the Seller shall be entitled to charge penalty for the delay payment with 0.05% of the amount of the payment overdue per day for the duration of the delay. This shall not restrict the right to claim additional damages.

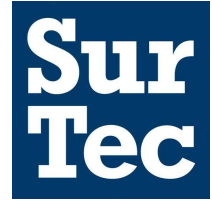
5.6 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights, the Seller may suspend or cancel any other contract with the Buyer and/or call outstanding purchase price instalments and/or suspend or cancel deliveries of any Goods due to the Buyer and/or appropriate any payment made by the Buyer to such of the Goods or goods supplied under any contract with the Buyer as the Seller may in its sole discretion think fit.

6. Delivery of Goods

6.1 Delivery of the Goods shall be arranged on the Delivery Date to the Delivery Address.

The Buyer shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery, and the Buyer shall issue written confirmation of receipt of the Goods within 3 working days upon the Good's arrival at the Delivery Address. Delivery of the Goods shall be completed once the Buyer issues the written confirmation of receipt of the Goods. If the Buyer fails to do so, goods shall be deemed received on the day of the Good's arrival at the Delivery Address.

6.2 Except any written agreement between the parties on delivery batch, the Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for separately in accordance with the Contract. Each instalment shall constitute a separate contract. Without limiting the other rights or



remedies of the Seller, the failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due dates for payment shall entitle the Seller (at the sole discretion of the Seller) without notice to suspend further deliveries of the Goods under the Contract or any other contracts between the parties hereto pending payment by Buyer; and/or to treat the Contract as repudiated by the Buyer. In addition, any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any instalment.

6.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of essence, which shall be subject to the correct, complete and timely obtaining of supplies by the Seller.

6.4 It is generally not possible for the Buyer to return any sold and non-damaged Goods to the Seller. Moreover, no claim for prima facie defects (such as delivery of wrong Goods, shortage of Goods, or damages on the packages) will be accepted by the Seller unless written notice of such prima facie defects are received by the Seller within 10 days of receipt of the Goods by the Buyer.

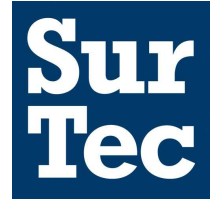
Additionally, no claim for damage or defect of quality problems of the Goods shall be accepted if the damage or defect is not raised to the Seller within the quality assurance period, which shall be 3 months upon receipt of the Goods.

6.5 In case that Buyer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, shortages of liquid funds or a significant deterioration of financial circumstances, the Seller shall be entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts unless the Buyer executes counter-performance or, on our request, provides appropriate securities.

7. Acceptance of the Goods

7.1 The Buyer shall be deemed to have accepted the Goods after such Goods is delivered to the Buyer and the Buyer shall have no right to cancel, return, reject or make any relevant claim against the Seller in respect of any of the Goods which are defective or do not conform to the Contract unless a written notice setting out details of the claim shall have been received by the Seller according to article 6.4 herein.

7.2 If the Buyer properly rejects any of the Goods which are defective or do not conform to the Contract, the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer promptly gives a written notice of rejection to the Seller pursuant to Clause 7.1 above and at the Seller's cost returns such Goods to



the Seller before the date when the payment of the Price is due. However, if complaints are unfounded the Seller shall reserve the right to charge transport costs and inspection expenses to the Buyer.

7.3 No Goods delivered to the Buyer which are defective or do not conform to the Contract will be accepted for return without the prior written approval of Goods returned without prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have. Until the Goods are returned and received by the Seller, the risk in the Goods shall remain with the Buyer.

7.4 The terms of these Conditions shall apply to any repaired and replacement Goods supplied by the Seller under Clauses 6.4.

8. Title and Risk

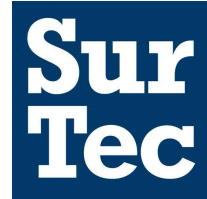
8.1 If transportation is the obligation of the Buyer and the Goods are picked up by the Buyer or by the Buyer's agent, risk of the Goods shall pass to the Buyer once the Goods are handed over to the Buyer or the Buyer's agent.

If transportation is the obligation of the Seller and the Goods are delivered to the Delivery Address in PRC, risk of the Goods shall pass to the Buyer once the Buyer receives the Goods. In international trade, risk transfer shall be referred to in the Contract or Order.

8.2 In spite of delivery having been made, title to the Goods shall not pass from the Seller until the Seller shall have received the payment of the Price in full for the Goods and no other sums whatever shall be due from the Buyer to the Seller.

8.3 Until title to the Goods has passed to the Buyer in accordance with Clause 8.2, the Buyer shall store the Goods at its own cost separately from all other goods in its possession and mark in such a way that they are clearly identified as the Seller's property.

8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may resell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal and not as the Seller's agent when making such sales or



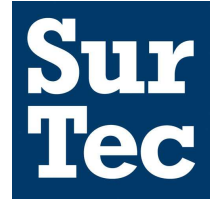
dealings. Until title to the Goods passes from the Seller, the Buyer shall hold the entire proceeds of sale or otherwise of the Goods in trust for the Seller and such proceeds shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money. The Seller's aforesaid reservation of ownership shall also apply to such new products resulting from the processing, mixing or combining of the purchased Goods with other goods in their full amount. If third-party ownership rights extinguish after processing, mixing or combining with goods for those parties, the Seller shall acquire joint ownership at a ratio of the objective value of those goods. If the Seller's ownership ceases as a result of combining or mixing, the Buyer shall transfer to the Seller the Buyer's ownership and/or expectant rights of the new stock or item to the extent of the invoice value of the Goods delivered by the Seller, and shall hold such goods on the Seller's behalf at no charge.

8.5 Until such time as property right of the Goods passes from the Seller to the Buyer, the Buyer shall upon request return such of the Goods which are in the possession, custody or control of the Buyer. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the Seller making such request, the rights of the Buyer under Clause 8.4 shall cease.

8.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods if such Goods remain the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer contravenes this Clause, all sums whatever owing by the Buyer to the Seller under this and any other contracts with the Seller shall forthwith become due and payable.

8.7 The Buyer shall insure and keep insured the Goods to the full Price against "all risk" to the reasonable satisfaction of the Seller until the date that property right of the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

8.8 If before title to the Goods passes to the Buyer and the Buyer becomes subject to any of the events listed in the provisions under Clause 12.1, then, without limiting any other right or remedy the Seller may have the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases



immediately and may at any time request the Buyer to return all Goods in its possession, custody or control. All costs incurred by the return (in particular transport costs) shall be charged to the Buyer.

9. Warranties and Liability

9.1 The Seller warrants that the Goods will at the time of delivery correspond to the explicit written description given by the Seller and the specifications of the Goods shall conform to the specifications provided for in writing within the quality assurance period, which shall be 3 months upon the receipt of the Goods.

Warranty for a special purpose or particular suitability shall be given only in the case of explicit written agreement. All other warranties, conditions or terms relating to fitness for purpose, merchantability or quality/condition of the Goods and whether made by the Seller, its employees or agents or implied by law or otherwise are excluded to the full extent permitted by law. The Seller hereby reserves any customary and technically unavoidable deviations from physical and chemical quantities, including colours, formula, recipes, processes and the use of raw materials as well as order sizes.

9.2 Except as provided in Clauses 6.4, where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever To the Buyer in respect of those Goods.

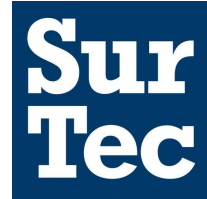
9.3 The Seller shall not be liable for the Good's failure to comply with the warranty in Clause 9.1 in the event of any of the followings:

9.3.1 the Buyer makes any further use of such Goods after giving a notice in accordance with Clause 6.4;

9.3.2 the defect arises due to the failure of the Buyer, its employees, employees or agents or any third party to use the Goods in the manner(s) as stipulated in the Contract, specified in the Seller's specifications guidelines or documents or as otherwise directed by the Seller;

9.3.3 the defects arises as a result of any improper treatment, handling, storage, use installation, commissioning or maintenance of the Goods by the Buyer, its employees, or agents or any third party;

9.3.4 the Buyer alters or repairs such Goods without the written consent of the Seller;



9.3.5 the defects arises as a result of fair wear and tear, willful damage, negligence or abnormal working conditions; and

9.3.6 the Goods differs from their description as a result of changes made to ensure they comply with any applicable statutory or regulatory standards.

9.4 If defective Goods are delivered, the Seller shall be given the opportunity, to sort out such goods and rectify the defect or to make an additional delivery, unless this cannot reasonably be conducted by the Seller. In case the Seller is unable to accomplish this or fail to conform with it in due course the buyer may terminate the contract to this extent and return the goods, with transportation expense to be borne by the Seller. In urgent cases the Buyer may, after consulting with the Seller, correct the defects itself or have this done by a third party. The Seller shall, however, have no right to terminate the contract in case of minor defects.

9.5 In case of substitute delivery the Buyer is obliged to return the defective material on request.

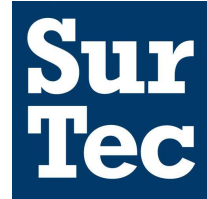
9.6 The Seller shall be liable for any damages insofar as the Seller is charged with intent or gross negligence.

9.7 In case of a violation of contractually relevant duties the Seller's liability shall be limited to the direct average damage, predictable and typical according to the type of goods. And the seller shall not be liable for any consequential, indirect or punitive loss or damage whatever due to breach of contract by the Seller. Under no circumstances shall the total liability of the Seller in respect of all losses arising under or in connection with the Contract exceed the Price of the Goods received by the Seller from the Buyer.

9.8 Clauses 6.4, 9.1 and 9.4 shall survive termination of the Contract.

10. Intellectual Property Rights

10.1 All intellectual property rights in all Goods and all wrappings, packings, documents, inventions, estimates, designs, drawings, samples, plans specifications or instructions therefore supplied by the Seller shall belong to the Seller and the Buyer shall not without the prior written consent of the Seller reproduce or substantially reproduce any such Goods or any such wrappings, packings, documents, inventions,



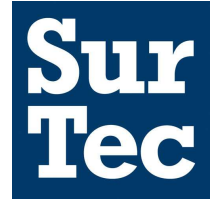
estimates, designs, drawings, samples, plans specifications or instructions therefore or disclose to any third party any technical data obtained from the Seller.

10.2 Wrappings, packings, documents, inventions, estimates, designs, drawings, samples, plans specifications or instructions provided as part of an offer must be returned to the Seller on request at any time. This is mandatory when the order is not placed with the Seller.

10.3 In case of the Seller's delivery of Goods according to drawings, specifications, instructions, designs, processes, sample and technical and other documents provided by the Buyer, the Buyer warrants that the materials aforesaid do not infringe on the intellectual property rights, trade secrets or any other legitimate rights of any third parties. The Buyer further represents and warrants that its provision of the foregoing drawings, specifications, designs, processes, sample and technical and other documents is not in violation of any agreements or requirements binding on the Buyer. The Buyer shall notify the Sellers forthwith if it becomes aware that the provision of the materials aforesaid may infringes on the intellectual property rights, trade secrets or any other legitimate rights of any third parties. Any loss incurred by the Seller resulting from the Buyer's violation of the foregoing provisions shall be borne by the Buyer. If any third party claims the Buyer's violation of the foregoing provisions with evidence provided, the Seller shall not be obliged to conduct analysis of the evidence and shall be entitled to stop accepting new orders and to suspend delivery of the products of orders already accepted until the acts of the Buyer are judged by the competent authorities or judicial authorities not constituting tort, breach of contract or violation of law. Otherwise the Seller shall be entitled to terminate the cooperative relationship with the Buyer immediately. In addition, the Buyer shall undertake to indemnify the Seller immediately from third-party claims related to documents materials made available to the Seller.

11. Personal Information and Data Protection

11.1 Buyer and its personnel shall comply with relevant Chinese laws and regulations, technical standards and any other applicable data protection laws and regulations on cyber security, data security and personal information protection (including updates and modifications of relevant provisions from time to time) (hereinafter referred to as "data protection laws"). Unless agreed by Seller in writing, Buyer shall guarantee that it will not disclose any state secrets, national core data and important data (definitions shall be subject to relevant data protection laws) to Seller during the performance of this Terms and Conditions. Buyer



undertakes to lawfully collect and process personal information, take necessary measures to protect the personal information of Seller's individual, perform security protection obligations to ensure network security, data security and legitimate rights and interests of Seller's individual's personal information. If necessary, both parties shall enter into a separate agreement on data security and data processing.

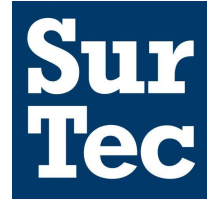
11.2 Buyer shall process all data received from Seller and Seller's affiliates in accordance with data protection laws. Buyer warrants that all data received from Seller will only be used for the purpose of performing this Terms and Conditions, and Buyer shall take technical and organizational measures in accordance with data protection laws to protect the security of Seller's data. Buyer shall immediately notify Seller of any data theft, disclosure, illegal use or other accident that occurs or may occur, and shall handle the case by itself or together with Seller at its own expense in accordance with Seller's instructions. If any damage is caused to Seller or any third party not attributable to Seller, Buyer shall be liable for compensation.

11.3 Buyer shall be obliged to enable Seller to lawfully process data in accordance with data protection laws for the performance of this Terms and Conditions or related reasonable purposes. For the purpose of signing and performing this Terms and Conditions, Buyer agrees that Seller shall collect and process personal information and other data related to the cooperation between the Parties, and shall assist Seller in fulfilling its obligations under the data protection laws, including but not limited to: (1) ensuring that individual has been informed of the purpose, method, scope and other contents Seller's processing of personal information; (2) ensuring that the consent of individuals for Seller's processing of their personal information (including separate consent) has been obtained or other legal bases have been established. Buyer shall provide such evidence to Seller if required by Seller.

11.4 If Buyer violates this Clause/Article or applicable data protection laws, Seller shall have the right to immediately terminate this Terms and Conditions and/or the relevant contracts/orders. Buyer shall also compensate Seller for the losses caused thereby.

12. Notices

12.1 All notice required to be served pursuant to the Contract shall be in writing and served by post, facsimile (to be followed by post), by courier or by hand on the Seller at the address set out in writing or



such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyer's registered office or principal place of business or such other address as the Buyer may from time to time notify to the Seller.

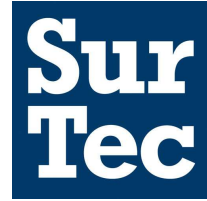
13. Insolvency or Other Default of Buyer

13.1 All sums outstanding in respect of the Goods pursuant to the Contract and any other contracts between the parties hereto shall become due and payable

immediately in the event:

- (a) the Buyer fails to make payment for the Goods in accordance with the Contract;
- (b) the Buyer commits any other breach of its obligations of the Contract;
- (c) a creditor or encumbrancer of the Buyer attaches or takes possessions of, or any distress, execution or other such process is levied or enforced on or sue against, the whole or any part of the Buyer's goods;
- (d) if the Buyer offers to make any arrangement with its creditors or commits any act of bankruptcy or if any petition or order in bankruptcy is presented against the Buyer;
- (e) the Buyer is unable or admits inability to pay its debts as they fall due;
- (f) if being a limited company, any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented;
- (g) if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or part of the Buyer's business or assets;
- (h) if the Buyer suspends, ceases to carry or threaten to suspend or cease to carry on, all or substantially the whole of its business;
- (i) if the Buyer shall suffer any analogous proceedings under law or is subject that has effect equivalent or similar to any of the events mentioned in the provisions under this Clause 12.1.

13.2 In the event any situation set out in Clause 12.1 shall take place, the Seller may, in its absolute discretion and without prejudice to any other rights or remedies which it may have, suspend all future



deliveries of any goods or services under the Contract or any other contracts with the Buyer and/or terminate the Contract and/or any other contracts with the Buyer with immediate effect by giving a written notice to the Buyer, without liability upon its part and/or exercise any of its rights pursuant to Clause 8 herein.

13.3 On termination of the Contract for any reason, the accrued rights and remedies of the parties hereto as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Waiver

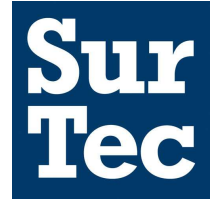
14.1 A waiver of any right under the Contract or law is only effective if it is in writing. No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under the Contract shall prejudice its right to do so in the future. No failure or delay by the Seller in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Force Majeure

15.1 The Seller shall not be liable to the Buyer for any default, delay or failure to perform its obligations under the Contract due to any act of God, war, strike, riot, lock-out, industrial action, fire, flood, storm, drought, tempest, failure of a utility service or transport network, default of suppliers or subcontractors, compliance with any local, foreign or international law or governmental order, rule, regulation, direction, embargo or sanction, accident, or other event beyond the reasonable control of the Seller.

16. Severance

16.1 Any provision of the agreement which is or may be invalid, illegal or unenforceable shall be deemed modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion shall not affect any validity and enforceability of the other provisions of the Contract.



17. Assignment

17.1 The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

17.2 The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

18. Amendments

18.1 No amendment shall be made to these Conditions unless it is agreed in writing by the Seller.

19. Governing Law and Dispute Resolution

19.1 Any disputes arising from validity of the Conditions or from business cooperation (especially related to our delivered Goods) shall be resolved through friendly negotiation, failing which, either party is entitled to submit such disputes to China International Economic and Trade Arbitration Commission for arbitration in Hangzhou. The arbitration proceedings shall be conducted in Hangzhou and in the Chinese language. The award rendered by the arbitrators shall be final and binding upon the parties concerned.

19.2 The Conditions shall be, exclusively governed by the laws of the People's Republic of China to the exclusion of its private international law as far as it refers to the applicability of another legal system. The UN-Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

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