

General Terms of Sale Contracts

1. General Terms

With respect to Products to be purchased by Buyer from PLANSEE Shanghai High Performance Material Ltd. ("PLANSEE SHANGHAI"), upon fair negotiation, the parties hereby agree that these General Terms shall be applicable to and constitute a basis of the sale relation between the parties.

2. Composition of the Contract

All transaction documents to be entered into by and between PLANSEE SHANGHAI and the Buyer for sale of Products shall include the General Terms of Sale Contracts and Purchase Order. The General Terms of Sale Contracts shall specify fundamental rights and obligations of the parties. The Purchase Order shall set out major transaction terms and conditions of the parties, including but not limited to description of Products, quality standard, price, packaging, delivery, etc. In case of conflicts, these General terms shall prevail over any Purchase Order between PLANSEE SHANGHAI and Buyers.

3. Confirmation of the Purchase Order

PLANSEE SHANGHAI's acceptance of a Purchase Order for Products shall occur by PLANSEE SHANGHAI's transmission to Buyer of a written confirmation for such order.

Purchase Order confirmed by PLANSEE SHANGHAI shall be binding upon the Buyer. Without PLANSEE SHANGHAI's prior written confirmation, Buyer shall not cancel or change the Purchase Order.

4. Warranty/Limitation of Liability

PLANSEE SHANGHAI warrants to Buyer that the Products shall be free from defects in material and workmanship at the time of shipment. If any product of PLANSEE SHANGHAI found to be defective under this warranty, PLANSEE SHANGHAI's liability is limited to repair or replace the product. If the product cannot be repaired or replaced, Buyer's sole remedy against PLANSEE SHANGHAI is a refund of the money paid by Buyer.

Any claims of defects shall be made within ten days of receipt; otherwise, it will be deemed as Buyer confirmed that Products offered by PLANSEE SHANGHAI have no defects.

The warranty is void if the Products: (1) are altered or modified; (2) are improperly installed; (3) have been subjected to improper operation, misuse, abuse, damaged due to accident or Buyer's neglect; (4) have been worn by fair wear and tear.

PLANSEE SHANGHAI shall not be responsible for any product not manufactured by PLANSEE SHANGHAI, even though such product may be used in or in combination with PLANSEE SHANGHAI's Products.

Except the warranty under this contract, PLANSEE SHANGHAI makes no other warranty or representation of any kind, expressly or impliedly, any warranty of merchantability or fitness for a particular purpose.

5. Price

Unless otherwise agreed by the parties, the price of the Products offered by PLANSEE SHANGHAI is net price. Costs for packing, transport and tax are not contained and should be borne by Buyer.

6. Payment

Buyer shall perform its obligation of payment as specified in the Purchase Order as confirmed by PLANSEE SHANGHAI. All the payment shall be paid in advance by Buyer before delivery. In case of payment arrears, PLANSEE SHANGHAI has the right to charge Buyer late payment interest of 2% per month on the unpaid balance of past due amounts. Meanwhile, PLANSEE SHANGHAI has the right to suspend delivery.

7. Delivery

PLANSEE SHANGHAI will deliver Products at the time specified in the Purchase Order as confirmed by PLANSEE SHANGHAI. If Buyer requests early or late delivery, PLANSEE SHANGHAI has the right to accept or reject such request. In case PLANSEE SHANGHAI accepts the request, all the additional costs resulting from such request shall be borne by Buyer.

Buyer shall arrange the receipt of Products after delivery. If the delivery is made earlier or later than the delivery date due to Buyer's faults, Buyer shall be liable for all losses and additional costs incurred arising therefrom.

8. Returns

Without reasonable grounds and prior consent from PLANSEE SHANGHAI, Buyer shall not return any Products.

For authorized return, the product shall be returned to the place appointed by PLANSEE SHANGHAI..

For repairs, Buyer shall pay shipping charges to return Products to the appointed place, and PLANSEE SHANGHAI shall pay shipping charges to return Products to Buyer after the repair. However, if the repairs are caused by Buyer's misuse or any other reason set forth in Section 4.3, all shipping charges shall be borne by Buyer.

For reasons other than repairs, Buyer shall be liable for all the shipping charges.

9. Transfer of Risks and Ownership

Risk, liabilities and relevant costs and expenses in connection with the damage to and loss of Products shall be transferred to Buyer upon delivery of Products to any carrier unless otherwise agreed by parties in writing.

Ownership and relevant ancillary rights of the Products shall be passed to Buyer after the payment is fully and duly made by the Buyer.

Unless otherwise agreed by the parties, PLANSEE SHANGHAI reserves the right to choose the loading spot.

Unless otherwise provided in writing, all drawings used by PLANSEE SHANGHAI and all novel techniques, special tooling, improvements and inventions made or acquired by PLANSEE SHANGHAI in performance of the contract shall be PLANSEE SHANGHAI's property. The ownership and relevant ancillary rights of those drawings, novel techniques, special tooling, improvements and inventions belong to PLANSEE SHANGHAI.

10. Compliance with Laws; Import and Export Controls

The Buyer shall comply with all applicable laws and regulations, including government or court orders, in particular those concerning the fight against corruption, antitrust and fair competition, environmental, health & safety, and fair labor standards.

The Buyer agrees further to comply with all applicable import and export control laws, including re-export and transfer restrictions, embargoes and sanctions regulations. The Buyer is responsible for obtaining any and all necessary licenses or other approvals that are required for the import, use or export of the Product according to the laws and regulations as are applicable to Buyer.

In the event that a government agency requests documents from PLANSEE SHANGHAI that requires the cooperation of Buyer (e.g., End-Use Declaration, Import Certificates), the Buyer shall, in a timely and diligent manner, produce such documents or perform such actions as may be requested by the PLANSEE SHANGHAI to satisfy the request of the government agency. Should delays in shipment arise as a result of Buyer's failure to cooperate in a timely and diligent manner or due to the government agency approval process, then the time for PLANSEE SHANGHAI's performance shall be extended accordingly.

In the event that the delivery of Product or PLANSEE SHANGHAI's performance hereunder becomes impaired, whether temporarily or permanently, due to (i) the applicable national or international laws and regulations, in particular export controls, embargoes or other restrictions, or (ii) the denial or revocation of necessary approvals for reasons not attributable to PLANSEE SHANGHAI, the PLANSEE SHANGHAI shall be under no further obligation to deliver or to perform hereunder. The Buyer waives any claims against PLANSEE SHANGHAI and agrees not to seek any damages or exercise any rights against PLANSEE SHANGHAI in such a case.

The Buyer agrees to indemnify and hold PLANSEE SHANGHAI harmless against any costs or damages incurred by PLANSEE SHANGHAI, including any third party claims against PLANSEE SHANGHAI, that arise from Buyer's failure to comply with the requirements of this Section 10

11. **Liability for Breach of the Contract**

If, due to the Buyer's liability, any third party's claim or investigation or penalty of administrative department is made against PLANSEE SHANGHAI, or any damage or additional cost is incurred by PLANSEE SHANGHAI, the Buyer shall fully indemnify PLANSEE SHANGHAI and hold PLANSEE SHANGHAI harmless from the foregoing.

If, without statutory exemption or excuse, the Buyer delays or fails in its performance of this contract and the Purchase Order, which results in that the purpose of this contract becomes unable to realize, PLANSEE SHANGHAI shall have the right to unilaterally cancel part of or all purchase orders or to terminate the contract, and the Buyer shall compensate all losses incurred by PLANSEE SHANGHAI as a result thereof.

If, without statutory exemption or excuse, PLANSEE SHANGHAI fails in its performance of this contract and the Purchase Order, the amount of the responsibilities which might incur should not exceed the price paid for the Products.

12. **Trade Secrets and Information**

The Buyer shall treat all trade secrets and information (whether marked with "confidential" or not) of PLANSEE SHANGHAI that comes to its knowledge during the execution and performance of the contract in confidential. Without PLANSEE SHANGHAI's prior written consent, the buyer should not disclose PLANSEE SHANGHAI's trade secret or information to any third party (except for disclosure required by laws and regulations). Trade secrets and information includes but is not limited to: technical information and data in connection with the production, manufacturing, research and development of goods, business plan, market strategy, special packaging, etc.

13. **Force Majeure**

PLANSEE SHANGHAI shall not be liable in the case where events beyond its control, including but not limited to floods, strikes, lockouts or other labor disturbances, fires, explosions, accidents, wars, delay of a carrier, inability to obtain electricity power or fuel, machinery or truck breakdowns, failure of normal sources of supply, act of third party, restraints of governments, etc. The performance of PLANSEE SHANGHAI will be suspended for the duration of such events and the delivery time will be extended by the same period of time. Payment for delivered Products shall not be affected.

14. **Governing Law and Dispute Resolution**

The execution, effectiveness and performance of as well as dispute under this contract shall be governed by laws and administrative rules of the People's Republic of China, without regard for its choice and or conflict of laws provisions.

Any controversy or dispute arising from or in connection with this contract shall be settled by the parties through friendly consultation. If no agreement can be reached through such consultation, either party may submit the dispute to Shanghai International Arbitration Center for arbitration.