

Service Standard Terms

Shanghai Guigo Industry Co., Ltd. Sales and Service Standard Terms and Conditions

1. Contract-The following terms and conditions (hereinafter referred to as "standard terms") are clearly applicable to the sales of all products of Shanghai Guigo Industry Co., Ltd. (hereinafter referred to as "Shanghai Guigo") and will include repair and maintenance All services (unless there are separate service contracts with different agreements). Any amendments and additions to the terms of this standard will only become effective under the written approval of the legal representative of Shanghai Guigo or his authorized representative.

Shanghai Guigo expressly refuses to accept the buyer's purchase terms and conditions recorded in the original purchase order of the buyer (hereinafter referred to as the "buyer") and those that are different from or contain content other than the provisions of this standard, including the purchaser. Any other documents including those provided by the service representative. The buyer's acceptance of the products and/or services delivered by Shanghai Guigo constitutes an unconditional acceptance of the terms of this standard, and other ways of accepting the terms of this standard with evidence are not affected. For special agreements regarding product specifications or service requirements, Shanghai Guigo reserves the right to unilaterally modify without notice if it is not determined in writing.

2. Quotation and Pricing-Unless otherwise specified in the quotation, the quotation will automatically expire after thirty (30) calendar days from the date of publication, and Shanghai Guigo shall have the right to withdraw the quotation within that period upon notice. For the purchase order or service order issued by the buyer based on the invalid quotation, Shanghai Guigo has the right to decide whether to accept it; if accepted, Shanghai Guigo will send a written notice to the buyer to confirm. The price list and the prices shown in other public materials published by Shanghai Guigo are not unconditional quotations for product sales or services, and Shanghai Guigo has the right to unilaterally modify it upon notice. Unless otherwise specified, the price of Shanghai Guigo's products does not include transportation and guidance installation and commissioning costs. The buyer agrees to keep the price information of Shanghai Guigo strictly confidential, unless Shanghai Guigo has officially announced it to the outside world. Shanghai Guigo does not make any commitments and guarantees for the so-called "most-favored-customer" prices that may be found in any documents of the buyer related to the sale of products or services by Shanghai Guigo to the buyer.

3. Taxes-The price quoted by Shanghai Guigo Industrial Co., Ltd. does not include VAT, business tax, consumption tax or similar taxes applicable to product sales or service provision. If Shanghai Guigo Industrial Co., Ltd. is required to pay or pay the aforementioned taxes, the amount of any such taxes will be added to each invoice and paid by the buyer, unless the buyer can send it to Shanghai Guigo Industrial Co., Ltd. before shipping Issue a valid tax exemption certificate that can be accepted by the tax authority; but if the tax exemption certificate is not deemed to be invalid due to the fault of Shanghai Guigo Industrial Co., Ltd., the above unpaid VAT, business tax, consumption tax or similar tax All will be recorded in the buyer's name and borne by them.

4. Payment terms-Unless otherwise agreed, the payment terms are: within ten (10) days from the date of signing of this contract, the prepayment is not less than thirty percent (30%) of the contract amount, after the buyer pays the remaining payment , Shanghai Guigo will ship or provide services within a reasonable period. In any case, the payment of such remaining money shall not exceed thirty (30) days from the date Shanghai Guigo notifies the buyer that the goods are ready. In the case where the contract product needs to be guided by Shanghai Guigo for installation and commissioning, if both parties agree in writing that a certain percentage of the contract

amount is paid to be qualified for the installation and commissioning test, the buyer fails to deliver the product in Shanghai Guigo for reasons other than Shanghai Guigo Within sixty (60) days from the date of installation, commissioning and completion of acceptance, Shanghai Guigo shall have the right to request the buyer to pay the corresponding payment immediately. If the payment is overdue, each day of overdue will be charged a penalty of five thousandths (5‰) of the unpaid portion of the overdue payment, up to the maximum contract amount allowed by law. If the buyer's overdue payment exceeds thirty (30) days, Shanghai Guigo shall have the right to terminate this contract. If due to the buyer's reasons, the buyer cannot pay the goods on time, Shanghai Guigo has the right to take any remedy permitted by law, including but not limited to re-occupying the sold product. If Shanghai Guigo needs to take relevant measures to recover the purchase price or re-occupy the products sold, the buyer agrees to compensate Shanghai Guigo for the legal fees, litigation fees and other related expenses paid for this. If Shanghai Guigo believes that it is no longer appropriate to continue to perform the contract, perform production and delivery according to the stipulated terms and conditions based on the buyer's financial situation or other circumstances, Shanghai Guigo has the right to require the buyer to pay the full or part of the payment or service fee in advance .

5. Delivery-The delivery date is about the date and all necessary information related to the product to be delivered (including but not limited to technical information, delivery notice, any import and export authorization required by laws and regulations) is received in time for basis. Shanghai Guigo will make reasonable efforts to deliver or provide services according to the delivery and service dates stated in the relevant order, but if it fails, Shanghai Guigo will not be responsible for this. The risk of damage or loss of goods is transferred to the buyer as soon as the goods are delivered to the carrier. If the delivery is delayed due to the buyer's reasons, Shanghai Guigo will keep and handle all related items, but the risk of damage or loss of the goods shall be borne by the buyer. Shanghai Guigo will issue invoices to the buyer for the relevant storage fee, insurance fee and handling fee. The buyer shall pay the aforementioned fees to Shanghai Guigo in full within 30 days from the date of invoicing. Shanghai Guigo has the right to deliver the goods in batches. Unless all shipping containers and packaging materials are kept for inspection by Shanghai Guigo, Shanghai Guigo will not be liable for any shortage or damage that may exist. If the contract stipulates that the specific delivery date shall be notified by the buyer after the contract is signed, the buyer shall notify Shanghai Guigo at least one month from the date when Shanghai Guigo notifies the buyer that the goods are ready, otherwise Shanghai Gui Ge has the right to require the buyer to bear the relevant losses of Shanghai Gui Ge. In any case, the delivery period of the aforementioned notice shall not exceed three months from the date when Shanghai Guigo notifies the buyer that the goods have been prepared. If more than three months, Shanghai Guigo has the right to unilaterally terminate the contract and have the right to request the buyer The payment of 30% of the contract value of the cancelled order shall be regarded as a penalty. If the penalty is not enough to make up for the loss of Shanghai Guigo, the buyer shall compensate separately.

6. Transportation and handling fees-delivery conditions are "factory delivery". Unless the buyer chooses the transportation conditions of freight collect, the buyer shall pay Shanghai Guigo the transportation fee and applicable Shanghai Guigo handling fee in advance.

7. Cancellation-Once the order is confirmed by both parties, the buyer shall not cancel the order or any part of the order without the prior written consent of Shanghai Guigo Industrial Co., Ltd. If the buyer transfers its rights under this contract to its creditors, or Shanghai Guigo Industrial Co., Ltd. has reason to believe that the buyer is unwilling or unable to perform the contract, Shanghai Guigo Industrial Co., Ltd. unconditionally enjoys the following rights: revocation This sales transaction may require the buyer to pay all or part of the advance

payment to Shanghai Guigo in accordance with the provisions of Article 4 above. If the order is cancelled in whole or in part by either party, the buyer shall pay Shanghai Guigo a reasonable fee (including engineering costs, Shanghai Guigo has committed to its supplier or subcontractor) before Shanghai Guigo received the cancellation notice) And the profits that Shanghai Guigo can usually obtain from similar businesses. The cancellation fee shall be a minimum of twenty percent (20%) of the contract price of the cancelled part.

8. Security interest-the buyer agrees that Shanghai Guigo Industrial Co., Ltd. enjoys the security interest of the price of the product purchased by the buyer: if the buyer cannot pay the purchase price to Shanghai Guigo Industrial Co., Ltd. in full, Shanghai Guigo Industrial Co., Ltd. can use the buyer to purchase The products are used as a guarantee to recover the payment. Once the buyer cannot pay off the debts within a reasonable time, Shanghai Guigo Industrial Co., Ltd. has the right to act as the guarantor of the property to realize its claims with the value of the aforementioned products. The buyer shall assist Shanghai Guigo to take all necessary measures to improve and protect Shanghai Guigo's security rights. If the buyer breaches the contract, Shanghai Guigo shall have the right to exercise any legal rights and remedies.

9. Quality assurance-In the case that Shanghai Guigo Industrial Co., Ltd. has not separately provided a separate guarantee to the buyer for quality, Shanghai Guigo Industrial Co., Ltd. makes the following guarantees for the products or services provided. Shanghai Guigo Industrial Co., Ltd. does not make any other express or implied guarantees (including but not limited to guarantees of marketability or suitability for specific purposes). Without the prior written consent of Shanghai Guigo Industrial Co., Ltd., the guarantee mentioned in this article shall not be transferred to the subsequent buyer of the product. In addition, if Shanghai Guigo Industrial Co., Ltd. violates its guarantee under this contract, the following provisions will constitute the buyer's sole remedy.

A. Products-Shanghai Guigo guarantees that the products covered by this quality assurance clause will not have process defects and material defects under normal use, and the quality guarantee period is twelve (12) months from the date of delivery. If the product does require installation and commissioning guided by Shanghai Guigo and the buyer and seller have clearly agreed on this in the applicable contract, the quality assurance period shall be twelve (12) months from the date of completion of the commissioning or delivery Eighteen (18) months from the date, whichever comes first. For any defects found and reported during this quality assurance period, Shanghai Guigo reserves the right to choose any of the following remedies: return the price, remedy the product defect or replace the parts for free. The expenses incurred by the above measures shall be borne by Shanghai Guigo. During this quality assurance period, Shanghai Guigo will also bear the cost of travel within 80 kilometers (0 miles) of the nearest Shanghai Guigo service representative or Shanghai Guigo authorized service provider.

B. Software-Shanghai Guigo guarantees that if the installation is correct, the software it develops can substantially achieve the functions described in the software documentation. Shanghai Guigo does not guarantee that there is no error in the software or the buyer can operate the software uninterruptedly; Shanghai Guigo does not guarantee that the software does not have any weaknesses so that it can be protected from hackers or virus attacks. The warranty period of the software is the same as that of the Shanghai Guigo products where the software is installed. If the software is not installed on Shanghai Guigo products, the software license agreement concluded between Shanghai Guigo and each end user shall apply exclusively. If there is no applicable end user software license agreement, the quality guarantee period is 90 days from the date of purchase by the buyer.

C. Service-Shanghai Guigo guarantees that it will provide relevant services with a professional spirit and that the services it provides comply with industry standards. If the buyer finds that it does not meet the requirements

within thirty days (30) days after the completion of the relevant services and immediately informs Shanghai Guigo in writing, Shanghai Guigo is obliged to provide the necessary services, guidance or consultation to correct The irregularities.

D. General provisions-the aforementioned guarantee further applies the following general provisions:

- (1) Consumables, accessories, normal wear, wearing parts, and perishables are not subject to the aforementioned quality assurance regulations;
- (2) If the buyer requests Shanghai Guigo to provide the quality assurance work described in this section during abnormal working hours, Shanghai Guigo has the right to request the buyer to pay an additional fee;
- (3) If the following situations occur on the Shanghai Guigo products and/or software, the above guarantee will no longer apply: accident, modification, misuse, abuse, the buyer's failure to properly store or operate according to the regulations and (or) by Personnel not authorized by Shanghai Guigo to maintain, install or provide services, add or integrate products that are not approved by Shanghai Guigo into Shanghai Guigo products, and integrate Shanghai Guigo products into the buyer's environment without permission from Shanghai Guigo , And use the software or interface provided by the buyer/third party;
- (4) Shanghai Guigo does not guarantee the calibration of any balance, but Shanghai Guigo guarantees that all balances manufactured by it within this quality guarantee period can be properly adjusted to meet the specifications determined by the Shanghai Guigo product manual, and installed and used properly. Under the premise of achieving the weighing accuracy of a specific model balance;
- (5) For products sold by Shanghai Guigo and manufactured by other manufacturers, the quality assurance of Shanghai Guigo is limited to the remaining period of the quality assurance provided by the original manufacturer;
- (6) If the product is repaired by Shanghai Guigo, it should be considered that the repair work will not cause the extension of the quality assurance period of the product as a whole and those parts that have not been repaired or replaced by Shanghai Guigo or produce a new quality assurance period.

E. Defects correcting method during the guarantee period-In order to correct the defects, Shanghai Guigo will try to diagnose and solve the defects by telephone or electronically. Some products have a remote support function, the buyer can directly report problems to Shanghai Guigo through this function, and Shanghai Guigo can remotely determine and solve the reported problems. If the buyer contacts Shanghai Guigo to perform the work within the scope of the guarantee, it must follow the problem determination and resolution procedures prescribed by Shanghai Guigo. Shanghai Guigo assists in determining the problem or at any time after the problem is determined. Shanghai Guigo may require the buyer to send the defective part or product back for inspection. If Shanghai Guigo believes that on-site work is necessary, it will send technical service personnel to carry out on-site work. For a defect that could be resolved remotely, if the buyer notifies Shanghai Guigo of the defect and asks for on-site service, or Shanghai Guigo finds that the defect reported by the buyer does not exist or Shanghai Guigo is not responsible, Shanghai Guigo It has the right to request the buyer to pay relevant service fees, travel expenses and other expenses for this purpose. Shanghai Guigo encourages buyers to use the remote support technology available to them. Failure to install and use available remote connection tools for direct problem reporting, remote problem determination, and resolution may result in longer response times, and the buyer's costs may also increase.

F. Electronic and electrical waste-the buyer shall be solely responsible for the disposal of the product in accordance with relevant regulations. All costs related to this processing shall be borne by the buyer.

G. Patent infringement-Shanghai Guigo protects the buyer from being accused of patent infringement by third

parties for purchasing or using products or components designed by Shanghai Guigo. If the buyer receives such accusation from a third party, Shanghai Guigo will be responsible for defending the accusation, provided that the buyer immediately notified Shanghai Guigo in writing and provided corresponding authorization, information and assistance to Shanghai Guigo (the fee is charged by Shanghai Gui Ge burden). Shanghai Guigo has the exclusive and exclusive right to contest, settle or compromise the accusation. If the court or arbitration department confirms that Shanghai Guigo is responsible, and the buyer has not taken any action that affects Shanghai Guigo's ability to respond to the complaint or resolve the dispute, Shanghai Guigo will pay all the costs of responding to the complaint and assume the litigation or arbitration institute. Responsibility for confirmation. If the product or component involved in the lawsuit is judged to constitute a patent infringement and is prohibited from use, Shanghai Guigo shall have the right to make any of the following options at its own expense: a) obtain the right to use the product or component for the buyer; b) use will not constitute The patent infringing product replaces the infringing product; c) modify the infringing equipment so that it does not infringe; d) recover the infringing product and refund the purchase price, transportation fee and installation fee. The foregoing is the entire responsibility that Shanghai Guigo shall bear to the buyer when a patent infringement occurs.

H. Normative laws and standards-The parties to this contract shall abide by the relevant laws of China when performing this contract. Shanghai Guigo should take reasonable measures to make its products comply with various nationally recognized standards and regulations that may affect its products. However, Shanghai Guigo recognizes that its products are used in many regulated fields, and related standards and regulations often conflict with each other. Therefore, Shanghai Guigo does not promise or promise that its products comply with all laws, judicial interpretations, administrative regulations, Departmental regulations, local regulations, local government regulations, regulations, decrees, notices or standards, unless they are specifically agreed in writing by the authorized representatives of the buyer and Shanghai Guigo and reached a written agreement. The price of Shanghai Guigo does not include any related inspection or licensing fees or inspection fees.

I. Intellectual Property Attribution and Confidentiality-The ownership of any patents, copyrights, trademarks, technologies, designs, specifications, and other intellectual property rights contained in the equipment and/or software sold and delivered by Shanghai Guigo to the buyer still belongs to Shanghai Gui Ge. The buyer shall keep the technical content and other commercial secrets involved in Shanghai Guigo's products or services confidential, and shall not disclose or help others to use it, nor shall it be counterfeited, forged, modified or sold. The buyer further guarantees that it will not engage in any act that may infringe on the technical secrets or exclusive rights of Shanghai Guigo.

J. Limitation of Liability-Shanghai Guigo shall not be responsible for losses, claims, expenses, or damages caused by the actions or negligence of buyers or third parties (whether negligent or otherwise). In any case, for the various compensations or losses related to the products or services provided by Shanghai Guigo to the buyer in accordance with the provisions of this standard, Shanghai Guigo shall not exceed the contractual amount of the product/service that caused the claim.

K. Disclaimer for information or assistance provided free of charge-any products or services provided by Shanghai Guigo are paid. Shanghai Guigo has offered the buyer or Shanghai Guigo any assistance or suggestion about the parts, products, services, systems, and equipment to the buyer at the buyer's request. If these contents are not required by Shanghai Guigo according to the terms of this standard, then this This kind of help or suggestion should not be understood as the obligation of Shanghai Guigo, and Shanghai Guigo shall not be held responsible for it.

L. Insurance-Upon request of the buyer, Shanghai Guigo can provide the buyer with proof of the relevant

product liability insurance and explain the insurance liability scope and limit of the insurance. Shanghai Guige does not intend to benefit third parties directly from the insurance, nor does it intend to obtain additional rights related to the insurance, such as designating additional insured persons.

M. Force Majeure-Shanghai Guige can reasonably control beyond Shanghai Guige due to force majeure such as fire, flood, earthquake, rebellion, explosion, war, riot, riot, terrorist activity, emergency, material shortage, climate anomaly, legal changes, etc. I will not be held responsible for delays in supply or failure to supply due to the situation. If despite the force majeure situation, but Shanghai Guige still intends to continue to perform this contract when conditions permit, both parties of this contract shall extend the period of performance of their obligations under this contract, which is caused by force majeure The period of delay. The buyer shall not terminate this contract without the consent of Shanghai Guige.

N. Export Control-The buyer acknowledges and recognizes that Shanghai Guige products may contain technologies or software subject to export control in Europe, the United States, the country where the product is delivered or used. If the buyer exports or re-exports these products, the buyer shall be solely responsible for complying with these restrictions. The buyer agrees that if it and its employees, consultants, agents or customers violate these export restrictions and thus cause damage to Shanghai Guige, the buyer will make compensation to Shanghai Guige to protect it from damage.

O. Interpretation-Even if any terms and conditions in this contract contradict each other or are determined to be invalid according to relevant laws, the terms and conditions of the contract are not invalid, and should be interpreted as the contract does not contain the terms and conditions. The invalid, illegal or unenforceable clause shall be deemed to be included in these terms and conditions after automatic modification, and the modification shall be at least to the extent that makes the clause effective, legal and enforceable. Shanghai Guige's waiver or exemption for any inconsistency with these terms or conditions does not constitute waiver or exemption for any previous or subsequent inconsistency.

P. Law application and jurisdiction-The legal relationship between the buyer and Shanghai Guige shall be governed by the laws of the People's Republic of China. The court in Shanghai Guige has exclusive jurisdiction. This contract specifically excludes the application of the United Nations Convention on Contracts for the International Sale of Goods.