

1. GENERAL

1.1 "Qingdao CPS Trading Company Limited" (青岛紫普仕贸易有限公司) shall be referred to as "CPS"

1.2 These General Terms and Conditions shall apply to all consultancy services proposed or provided by the CPS, which are delivered entirely or partially to the Client.

These General Terms and Conditions govern the provision of all services from or on behalf of CPS to the Client and apply to all legal relationships between CPS and the Client.

1.3 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties.

By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and the CPS, even if this is not expressly stated.

1.4 The Contract is valid as an original signed document, hard copy or digital copy.

2. PERFORMANCE OF THE PROJECT

2.1 CPS shall determine the manner in which and the person by whom the Engagement will be carried out, taking into account, as far as is feasible, the reasonable requests expressed by the Client.

2.2 CPS shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.

2.3 The Client hereby accepts that the time schedule allocated for the performance of an Engagement may be subject to change in case of amendment to the Engagement and/or the services to be provided thereunder after conclusion of the Engagement.

2.4 In case of any change of circumstances under which the Engagement is to be performed which cannot be attributed to the CPS, CPS may make any such amendments to the Engagement as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the client.

2.5 CPS may, at its discretion and, where possible, in consultation with the Client, replace the person or persons charged with performing the Engagement, if and in so far as CPS believes that such replacement would benefit the performance of the Engagement.

2.6 CPS shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require. The Client has the right to notify CPS that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the Contract fee and the completion date of the Project.

3. SUBCONTRACTORS

CPS shall be free to involve Subcontractors, availing of specific expertise, in the performance of the Project, provided that CPS shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the CPS. If requested by the Client, CPS shall identify these Subcontractors, specifying in each case their specific expertise.

4. CLIENT'S OBLIGATION

4.1 The Client shall at all times duly make available to CPS all information and documents that CPS deems necessary to be able to carry out the Engagement correctly, in the specified form and manner. Also, the Client shall provide all cooperation required for the proper and timely performance of the Engagement.

4.2 The Client guarantees that CPS employees can at all times work under safe conditions, in accordance with the relevant health and safety regulations and environmental rules, and shall indemnify and hold harmless CPS against all loss, expense or damage arising from or relating to this guaranty by the Client.

4.3 The Client shall duly inform CPS of any facts and circumstances that may be relevant in connection with the execution of the Engagement.

4.4 Furthermore, the Client shall guarantee the correctness, completeness and reliability of any information provided to the CPS.

5. FEES AND EXPENSES

5.1 The Client shall pay to CPS fees at the rate specified in the Contract or Invoice.

5.1.1 Unless otherwise stated in the Contract, the Client shall bear all bank fees.

5.1.2 Unless otherwise stated in the Contract, the Client shall mention "Consulting fee" in the notes of the bank transaction.

5.1.3 The Client shall transfer the specified amount according to the precise bank information provided on the Invoice.

5.1.4 The Client shall send CPS the SWIFT payment receipt immediately after making payment.

5.1.5 All costs/damages that come forth from not abiding all points from clause 5.1 shall be borne by the Client.

5.2 Unless otherwise stated in the Contract, CPS shall be entitled to be reimbursed by the Client for all traveling and lodging expenses reasonably and properly incurred by him in the performance of his duties hereunder subject to production of such evidence thereof as the Client may reasonably require.

5.3 Unless otherwise stated in the Contract, payment will be made within 7 days of receipt of an invoice, submitted monthly in arrears, for work completed. Payment shall be into the bank account mentioned in the invoice. Failure to pay on the due date will automatically and without formal notice bear an interest equaling 12% annually. All costs incurred by CPS in respect of the collection of unpaid invoices will be borne by the customer. In addition, all due invoices that are not timely paid will be increased with 10% as a compensation for damages incurred by CPS. CPS reserves the right to claim higher compensation

5.4 Any extra costs arising from or related to any delays in the completion of the Engagement stemming from the failure of the Client to duly make available to CPS the requested information and documentation, shall be fully borne by the Client.

6. INTELLECTUAL PROPERTY

All results generated by CPS in the Project, including reports, other documents and materials, shall become the property of the Client. CPS shall provide all reasonable assistance such that the Client may apply for patents, copyrights and other intellectual property rights in respect of these results.

7. CONFIDENTIALITY

7.1 CPS shall keep secret and not disclose and shall procure that his employees keep secret and not disclose any Confidential Information obtained by him during the performance of the Project. The foregoing shall not apply to information which

7.1.1 Is or becomes part of the public domain without fault on the part of the CPS;

7.1.2 Was already known by the CPS, other than under an obligation of confidentiality, at the time of disclosure by the Client;

7.1.3 Is lawfully acquired by CPS from a third party on a non-confidential basis; or

7.1.4 CPS is required to disclose pursuant to any law, lawful governmental, quasi-governmental or judicial order.

7.2 Except with the prior written permission of CPS, the Client shall not publish or otherwise make available the contents of proposals, reports, presentations, memos, or other communications by CPS, unless these have been provided with the intention of providing third parties with the information set out therein. Furthermore, the Client shall not disclose any of the CPS methods and work strategies without the CPS's written permission.

7.3 The provisions of this Article 7 shall apply during the term of the Contract and for a period of 5 years thereafter.

8. WARRANTIES, LIABILITY AND INDEMNIFICATION

8.1 CPS, and any person put forward by CPS to perform the Project, shall not be liable if the services provided or the results generated by him in the Project are not absolutely correct.

8.2 CPS, nor any person put forward by CPS to perform the Project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Project results by

the Client, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of CPS or his employees. The Client shall indemnify CPS accordingly.

8.3 Client shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the CPS, its employees or third parties, related to the performance by CPS of the Project, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of the Client or its employees. CPS shall indemnify the Client accordingly.

8.4 Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, the CPS liability shall in aggregate not exceed the price for the Project. In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.

9. TERM AND TERMINATION

9.1 Any times or dates set forth in the Contract for provision or completion by CPS of the services under the Project are estimates only and shall never be considered of the essence. Furthermore, the parties hereby acknowledge that the time schedule set out for the performance of the Engagement may change during the course of said performance. In no event shall CPS be liable for any delay in providing these services.

9.2 Either party may terminate the Contract by notice in writing forthwith in the event the other party:

9.2.1 is in default with respect to any material term or condition to be undertaken by it in accordance with the Engagement and / or the provisions of the Contract, and such default continues remedied for a period of 30 days after written notice thereof by the aggrieved party to the defaulting party;

9.2.2 is affected by a Force Majeure which cannot be removed, overcome or abated within 3 months; or

9.2.3 shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within 60) days after appointment).

9.3 If the Client issues a termination notice, the Client shall be obliged to pay CPS a compensation equal to the agreed fees apportioned to the services already rendered by the CPS, plus any additional costs incurred by CPS as a result of said early termination.

9.4 In case CPS cannot be reasonably expected to complete the works due to unforeseen circumstances, CPS may unilaterally terminate the Contract and the Engagement. The Client shall be liable for payment of an amount corresponding to the fees due for services already performed, while being entitled to receive the (preliminary) results of the services already performed, without the Client being entitled to derive any rights therefrom.

10. INDEPENDANCY

CPS shall perform the Contract as an independent contractor and cannot be legally held responsible between the business transactions, agreements or other forms of cooperation between the Client and any third party.

11. NOTICES

Any notice given under or pursuant to the Contract shall be given in writing and shall be given by email, mail, registered mail or by facsimile transmission to the other party at the addresses mentioned in the contract, or to such other address as a party may by notice to the other have substituted therefore. Any such notice shall be deemed to have been received on the 2nd business day following the date of its mailing if sent by (registered) mail within China, on the 7th business day following the date of its mailing if sent by (registered) mail outside China or on the next business day immediately following the date of transmission if sent by email or facsimile transmission.

12. OBSERVANCE OF LEGAL REQUIREMENTS

12.1 CPS shall carry out his obligations under the Contract in a manner that conforms to relevant legal requirements.

12.2 Without prejudice to the generality of Article 12.1, in carrying out his obligations under the Contract CPS shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

13. GOVERNING LAW AND JURISDICTION

13.1 All disputes which cannot be settled amicably shall be referred to the applicable courts in People Republic of China, and the parties consent to the jurisdiction of the courts there.

13.2 The Contract is governed by and interpreted in accordance with the laws of People Republic of China.

14. FORCE MAJEURE

Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance in relation to the consulting service that is offered.

1. GENERAL

1.1 "Qingdao CPS Trading Company Limited" (青岛荣普仕贸易有限公司) shall be referred to as "CPS"

1.2 These general terms and conditions of sale apply to all contracts of sale concluded between CPS (the seller) and the customer. These general terms and conditions of sale, together with other written special terms and conditions mutually agreed upon, if any, constitute the contractual framework between CPS and the customer. The customer's purchase of goods from CPS represents acceptance of these general terms and conditions of sale. These general terms and conditions prevail over any terms and conditions of purchase of the customer, which are hereby expressly excluded. Amendment of these general terms and conditions can only be made with the written consent of both parties. No other oral or prior written arrangements made between the parties will form part of the contract unless expressly agreed by the parties in writing.

1.3 Any sale is subject to CPS's written confirmation of the order from the customer. Once the order confirmation is issued by CPS to the customer, the contract of sale between CPS and the customer is concluded. In the event that the customer makes an error while creating the order, e.g. error for product numbers, prices or sales conditions, the error may be modified by CPS and the order confirmation prepared by CPS may include the modifications required as a result of such errors. The customer must verify the order confirmation issued by CPS. Upon receipt of the order confirmation, the customer may only cancel the order within a period of 48 hours, if the order confirmation is not identical to the order initially placed by the customer. No other request for modification or cancellation of an order will be accepted. The order confirmation defines the mutual rights and obligations relating to, amongst other things, delivery of the goods. Delivery is strictly limited to the goods described in the order confirmation. Any variation must be confirmed in writing. The customer accepts and shall bear all costs resulting from any modification or cancellation requested after the conclusion of the contract.

1.4 CPS is not obliged to accept orders or fulfil contractual obligations in all cases of force majeure, production shutdown, reduction in production, strike, damage to the production plant, non- or late delivery by CPS's suppliers, measures taken by the government and other similar unforeseeable circumstances beyond reasonable control, as well as all consequences of such events and situations. Non-acceptance of orders or defaults in fulfilling existing contracts as a result of these circumstances do not entitle the customer (i) to cancel any order, (ii) to refuse to accept or pay for the goods, (iii) to receive any financial or commercial compensation, or (iv) to hold CPS liable in any event.

1.5 All information included in CPS's catalogues, prospectuses, rates and related sales documentation, including the prices and all details relating to delivery periods, are for information purposes only and are not binding upon CPS. CPS reserves the right to modify any such information at any time and without prior notification to the customer, except for technical files forming part of a sales contract.

1.6 Except when agreed otherwise in writing with the customer, all specifications, plans, blueprints and in general all data and documents which are provided to the customer in any form whatsoever, remain CPS's property and may not be reproduced or disclosed to third parties. If a sale is not concluded, all the aforementioned data and documents should be returned to CPS immediately.

1.7 The Contract is valid as an original signed document, hard copy or digital copy.

2. PRICES

2.1 CPS's prices are denominated in Euros, unless otherwise agreed between CPS and the customer. CPS is obliged to honor only the most recent prices quoted in CPS's latest quotation / price list which shall expire thirty (30) days after its date of issuance. The price list made available to the customer is based on payment in advance or payment against documents unless otherwise stated.

2.2 The prices are established on the basis of the current prices applicable at the time that the contract is concluded. If unforeseeable costs are incurred after conclusion of the contract, CPS reserves the right to adjust the prices to reflect the altered circumstances without notice.

2.3 CPS's prices are on FOB (Free On Board) or DDU (Delivered Duty Unpaid) basis. For FOB price, any other expenses beyond the free on board point, including packaging, transport, insurance, taxes customs duties, etc. are not included and are borne by the customer unless otherwise stated on the invoice." For DDU price, the selling cost of goods included all charges to deliver goods up to the door of consignee except duty or tax of importing country.

2.4 The Client shall pay to CPS fees at the rate specified in the Contract or Invoice.

2.4.1 Unless otherwise stated in the Contract, the Client shall bear all bank fees.

2.4.2 Unless otherwise stated in the Contract, the Client shall mention "Payment for goods" in the notes of the bank transaction.

2.4.3 The Client shall transfer the specified amount according to the precise bank information provided on the Invoice.

2.4.4 The Client shall send CPS the SWIFT payment receipt immediately after making payment.

2.4.5 All costs/damages that come forth from not abiding all points from clause 2.4 shall be borne by the Client.

3. DELIVERIES AND TRANSPORT

3.1 Under incoterm FOB, The goods shall be delivered to the customer on the basis of free on board at the loading port as agreed by the parties onto the vessel to be arranged by the customer. Notwithstanding any right of CPS to retain the supporting documents or to withhold delivery until full payment is received, all risks and liabilities with respect to the goods shall pass to the customer when the goods are on board at the said vessel. Under incoterm DDU, the CPS takes care of all necessary transportation, customs clearance charges, and shipping charges etc. at loading port and destination port inclusive of handling charges at port of loading and port of discharge.

3.2 CPS may use the order confirmation to inform the customer of the lead time for the delivery of the goods which have been ordered. CPS shall make reasonable effort to uphold the lead time; however, lead time information is provided as an estimation only and under no circumstances may CPS be held liable in the event of a failure to meet the estimated delivery time. CPS reserves the right to deliver the goods in lots by partial shipments.

3.3 Failure to meet the estimated delivery time does not entitle the customer (i) to cancel any order, (ii) to refuse to accept or pay for the goods, (iii) to receive any financial or commercial compensation, or (iv) to hold CPS liable in any event.

3.4 The customer cannot refuse any goods ordered except if (i) the goods delivered is not conform the order confirmation or (ii) a significant defect is found in the goods delivered. In the event that the customer refuses to accept an order, goods shall be stored at the customer's expense and risk pending CPS's final decision.

3.5 Except when agreed otherwise in writing with the customer, goods cannot be returned after delivered. Should CPS agree to accept return of the goods, it will be entitled to charge the customer an amount in proportion to the value and condition of the goods at the time of delivery, plus any direct and indirect costs incurred. If the customer returns goods unilaterally, CPS reserves the right to send these goods back again in the condition in which they are, at the customer's expense and risk, and claim against the customer for all losses and damages.

4. TERMS OF PAYMENT

4.1 Unless expressly agreed otherwise in writing, all invoices are payable net seven (7) days before the shipment date.

4.2 An early payment discount may be granted according to the early payment discount schedule listed on the invoice. Under no circumstances may the customer impose its own

payment terms or discounts. The customer may by writing request for a deferral of payment or partial settlement of due invoices. CPS shall have the sole discretion to decide whether to allow such deferral or partial settlement and the customer is not allowed to assert any objection to CPS's decision.

4.3 Interest will automatically be charged on the invoice sum upon failure to pay on the due date at the rate of 12% annually from the due date until payment in full. All costs incurred by CPS in respect of the collection of unpaid invoices will be borne by the customer. In addition, CPS will charge a late fee of 10% of the unpaid invoice sum as liquidated damages if the full invoice sum is not settled by the due date.

4.4 Should the customer's financial position deteriorate or if CPS is informed of any circumstances that, in CPS's sole view, CPS has the right to immediately collect all its pending payment from the customer, subject to all rights and notwithstanding all existing contracts, irrespective of any due date. Moreover, CPS will be entitled to cancel all outstanding orders.

4.5 Complaints concerning invoices must be received by CPS within 2 days of the invoice date by email or 7 days by registered letter. After this period, invoices are deemed to be accepted. After the said 7 days' period, the invoice will become conclusive document showing the customer's liability to pay.

5. TRANSFER OF RISK

5.1 CPS reserves the right to retain the supporting documents or to withhold delivery until the invoice or other receivables from current accounts have been settled in full. The customer is obliged to make these general terms and conditions enforceable upon its contracting parties who therefore undertake not to assert any rights or obligations in respect of CPS other than those laid down in these terms and conditions.

5.2 The customer will take care of the goods at the point of Free on Board. As from that point forward he will be responsible for any damage or loss. The risk shall pass to the customer from that moment, regardless of ownership. Under DDU terms the CPS's risk and responsibility end once the goods have been made available to the buyer at the named place of destination. CPS is not responsible for unloading the good and/or delivering the goods to any other destination.

5.3 If the customer fails to comply with any contractual obligation of any nature whatsoever, such as non-payment of invoices due, CPS will be entitled to reclaim the goods and the costs of transportation should also be borne by the customer.

6. PRODUCT LIABILITY – WARRANTY

6.1 CPS reserves the right to retain the supporting documents or to withhold delivery until the invoice or other receivables from current accounts have been settled in full. The customer is obliged to make these general terms and conditions enforceable upon its contracting parties who therefore undertake not to assert any rights or obligations in respect of CPS other than those laid down in these terms and conditions.

6.2 The customer is responsible for the safety of the goods sold in the customer's specific application as a result of misuse, accident, neglect, lack of monitoring or maintenance, or improper or incorrect installation, assembly, repair, alteration, modification, storage, transportation, delivery or handling on the part of the customer.

6.3 If the goods sold are delivered in lots which facilitate a statistical receiving quality inspection according to the usual principles applicable, this inspection must be performed upon receipt. Unless agreed otherwise, the inspection conditions and criteria in the relevant standard documents shall apply to the inspection. A lot accepted at this inspection shall be considered as free from defects. CPS shall replace a lot rejected at this inspection upon its return to CPS in full. CPS reserves the right, in consultation with the customer, to replace the defective parts of the rejected lot with parts without defects.

6.4 The customer shall immediately examine the goods upon receipt as to its completeness and report any visible defects immediately to CPS in writing. Hidden defects must be reported in writing immediately upon discovery. In any event, any such complaint or written notification must be made within 30 days upon the customer's receipt of the goods. CPS shall at its sole discretion decide whether to repair or replace such goods. The customer shall be deemed to have accepted the goods delivered free of any defects if no such complaint or written notification is received by CPS within 30 days upon the customer's receipt of the goods. After 30 days the customer receipt the goods there will be no warranty on the product.

6.5 CPS shall have the right to inspect the goods claimed to be defective and shall have the right to determine the cause of such alleged defect. CPS's warranty is limited to the replacement or repair, at CPS's option, free of charge and within a reasonable time, of goods which CPS acknowledges to be defective upon the receipt of the product/ container, provided that the transportation costs for spare parts and for sending the goods to and from CPS shall be borne by the customer.

6.6 All other complaints or demands for compensation or indemnification, other than those mentioned in this article, are excluded, irrespective of the legal or other grounds on which they are based.

6.7 All repairs rendered due to normal wear and tear of the goods misuse, accident, neglect, lack of monitoring or maintenance, or improper or incorrect installation, assembly, repair, alteration, modification, storage, transportation, delivery or handling on the part of the customer are not covered by CPS's warranty.

6.8 In the event that CPS is held to be liable for breach of its obligations to the customer, the compensation shall not exceed the purchase price of the goods in issue. CPS shall not be liable for any interest, loss of profit, loss of reputation or goodwill, legal costs, or other indirect, incidental, punitive, special or consequential losses or damages alleged to be suffered by the customer or at all.

7. MISCELLANEOUS

7.1 These terms and conditions are governed by and shall be construed in accordance with the laws of the People's Republic of China and CPS and the customer agree to submit to the exclusive jurisdiction of the courts of the People's Republic of China.

7.2 If at any time any one or more of the provisions of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of these terms and conditions shall in any way be affected or impaired thereby.

7.3 CPS shall have the right to terminate the contract immediately at the customer's expense in the event of bankruptcy, insolvency, liquidation, cessation of activities, deterioration of financial position or reduction of creditworthiness on the part of the customer.

7.4 If a contract is concluded between CPS and several customers, they shall be jointly and severally liable towards CPS.

7.5 Unless otherwise explicitly set forth herein, any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally by hand, or set by reputable overnight courier, signature required, to the addresses of each Party set forth by both Parties or to such other address as shall be designated in writing in the same manner.

7.6 Any Notice sent by mail shall be deemed to have been duly served seven working days after the date of posting. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

7.7 All products remain CPS's exclusive property until the invoice(s) or other receivables from current accounts have been settled in full. The customer is obliged to make these conditions enforceable upon its contracting parties who therefore undertake not to assert any rights or obligations in respect of CPS other than those laid down in these conditions.