

Terms of Sales Agreement - Software

The buyer and the seller have agreed to sign the following terms for the purpose of protecting the legitimate rights and interests of the buyer and the seller through friendly consultation in accordance with the provisions of the "Contract Law of the People's Republic of China" and other relevant laws.

I. Software name and price:

Item Material No. Quantity Product Description Unit price without tax (CNY) Price unit Price without tax (CNY)

Sum of entries:

VAT 13,000%

Final value CNY

II. Payment terms

1. The above price is the Shanghai shipping price including overseas freight, insurance and customs duties, and is limited to Pilz products sold in China.

2. The buyer pays the advance payment ([20]% of the order amount) within 3 working days after the order is confirmed. If there is a delay, the seller's delivery time will be delayed accordingly, and the buyer shall bear a late payment fee of 0.05% of the late payment amount every day; if the buyer has not paid the full advance payment and late payment fee for more than 30 days, the seller has the right to unilaterally cancel this order. The buyer pays the balance ([80]% of the order amount) within 3 working days after receiving the seller's arrival notice. If there is a delay, the seller's delivery time will be delayed accordingly, and the buyer will bear a late payment fee of 0.05% of the late payment amount every day; if the buyer has not paid the balance and late payment fee for more than 30 days, the seller has the right to unilaterally cancel this order and request the buyer to bear 20% of the order amount as liquidated damages.

III. Delivery terms

1. Delivery method: land transportation

2. Delivery costs: Unless otherwise agreed, the delivery costs shall be borne by the seller.

3. The seller delivers the goods to the door (unless otherwise agreed), and the place of delivery is the buyer's contact address on the order.

4. If the delivery is delayed due to the seller's subjective reasons, the seller will compensate 0.5% of the late delivery value for every one week of delay, but the compensation shall not exceed 5% of the late delivery value.

5. The buyer shall return the arrival information to the seller in writing immediately after receiving the goods. If the goods are not delivered on time, the buyer shall raise an objection in time. If the buyer has not returned the arrival information within 45 days after the arrival date (that is, the delivery date agreed in this order), and has not filed a written objection to the non-arrival, it shall be deemed that the goods have been fully received.

6. If the buyer requests to postpone the delivery, the seller will provide an additional 7 days free storage period after the delivery date. After that, the seller can charge the buyer for storage fees. If the buyer still does not require delivery for more than 60 days (including the 7-day free storage period), the seller has the right to unilaterally cancel this order, and the buyer voluntarily bears 30% of the order amount as a liquidated damage. If the liquidated damages cannot cover the seller's loss, the buyer shall make up for it.

7. If the seller is unable to deliver the goods or the buyer is unable to pick up the goods for more than 60 days due to the buyer's reasons, the buyer shall be responsible for the losses caused, which can be implemented with reference to the preceding paragraph.

8. The product warranty period is 1 year, that is, the seller provides free maintenance within 1 year after the date of issuance of the sales invoice. The quality assurance agreement is only valid when the product is installed in accordance with Pilz installation and operation instructions and recognized good operating procedures.

IV. Modification and cancellation of the contract

This order will become effective as a sales contract after being signed by the buyer and the seller. If the buyer revises the contract and cancels part/all of the ordered goods, the buyer will be responsible for the loss of materials and labor in the production of the goods, and the advance payment will not be refunded.

V. Software terms

1. These terms apply when the buyer purchases the seller's software (hereinafter referred to as "the software").

2. All copyrights of this software product belong to the seller or manufacturer, and are protected by the "Regulations of the People's Republic of China for the Protection of Computer Software" and other intellectual property laws and international treaties and practices. The buyer obtains the right to use this software through authorization.

3. Without the written consent of the seller, the buyer may not copy, reprint and disseminate the software in any way and medium for use by third parties or the public for any purpose (including learning or research purposes), or rent or lease, licenses, sell or mortgage the software.

4. Once the software is sold, it cannot be returned.

5. The seller has the final right to interpret the scope and price of the software authorization.

6. If the buyer fails to comply with the terms of this contract, the authorization to the seller will be terminated and withdrawn. The seller has the right to terminate the authorization at any time, order the buyer to stop the damage, and reserve right to investigate the legal responsibility and the corresponding economic responsibility of the buyer. At the same time, the corresponding purchase price paid by the buyer will not be refunded.

7. The buyer agrees to bear the risks of using this software product, and the seller shall not be liable for compensation for special, accidental or indirect losses caused by the use of this software product under any circumstances.

8. Once the buyer starts to install and use the software, it is deemed to have fully understood and accepted the terms of this contract. While enjoying the rights granted by the above terms, it is subject to relevant constraints and restrictions. Acts outside the scope of the contract will directly violate this contract and constitute infringement. The seller has the right to terminate the authorization at any time,

order the cessation of damages, and reserve the right to pursue relevant liabilities.

9. When the agent acts as the buyer, the buyer can only sell the software to customers in the buyer's registered place [provincial region], and the customer is the end user.

VI. Receipt and acceptance of goods

1. The buyer shall arrange for personnel to receive and inspect the goods delivered by the seller in a timely and reasonable manner. If the buyer does not designate any person to receive the products, delivery to any person at POD shall be deemed that the buyer has accepted the goods.

2. The buyer or its trustee shall check and accept the goods on the spot immediately after delivery, and shall indicate any problem on the delivery note. If there is no indication or the buyer is late in the check and acceptance, the goods will be deemed as qualified.

3. Regardless of whether the buyer and the consignee of this order are in the same place or unit, the actual consignee's actions shall be deemed as taken on behalf of the buyer and shall be executed in accordance with the provisions of this order.

VII. Return and exchange

1. The seller does not accept returns for reasons other than product quality, and the buyer shall bear the responsibility and expense for returns caused by non-product quality.

2. After the buyer receives the goods, if the product is damaged due to storage or transportation, the goods cannot be returned. The seller can assist the buyer in the repair, but the buyer shall bear the cost.

3. Goods that are difficult to repair due to quality problems should be resolved through after-sales service. That is, after confirmation by the seller, products of qualified quality can be provided for exchange. If the exchange is not possible, return procedures can be handled.

4. If it is true that the buyer needs to return the wrong order, the buyer shall provide evidence of the wrong order and bear the cost of the return, and shall obtain the seller's written consent. The buyer shall ensure that the returned goods are the original delivered products without any damage. The seller will not go through the refund procedures for the corresponding payment already paid by the buyer, instead, it will transfer the amount to the buyer's next order.

VIII. Transfer of ownership of goods

The ownership of the goods is transferred from the seller to the buyer from the time the goods are delivered or all payments due on this order are paid (upon completion of the action that occurred later). When payment is not performed in accordance with the terms of the contract, the seller has the right to take back the goods at any time.

IX. Transfer of goods risk

The risk of product loss is fully transferred to the buyer from the time the product is delivered. From that time on, the buyer shall bear all risks of loss or damage to the product or risks of any other nature caused by any reason.

X. Force majeure

If force majeure events such as wars, natural disasters, floods, fires, storms, earthquakes, pandemics or political conflicts and other unforeseen or unavoidable or uncontrollable circumstances may occur during production, shipment or transshipment, resulting in delay or failure of delivery, the seller

shall not be liable for compensation. The seller shall call the buyer immediately after the occurrence of the above-mentioned event, and send an evidence of the event issued by the competent government authority in the area where the force majeure occurred to the buyer within 14 days. In this case, the seller is still responsible for taking all necessary measures to speed up delivery. If the event lasts for more than 10 weeks, the buyer has the right to cancel this order. If a force majeure event affects the buyer's performance of the contract, this clause shall also apply.

XI. Others

1. This order will become effective as a sales contract after being signed by the buyer and the seller. This order and attached attachments are legally binding. The fax of this order is valid.

2. Unless other terms expressly agree, if one party refuses to perform the contract, it shall bear a penalty of 30% of the order amount for breach of contract.

3. If the buyer and seller of this order have previously signed an annual sales agreement, this order is a transaction under the annual sales agreement and has legal effect at the same time. For matters not covered in this order and conflicts with the annual sales agreement, the annual sales agreement shall prevail.

4. This order shall be governed by and construed in accordance with the laws of the People's Republic of China. Any disputes related to this order should be resolved through friendly negotiation. If the dispute can not be resolved by negotiation, a lawsuit can be filed to the competent court of the seller's location for settlement by litigation.

5. The buyer guarantees that the goods purchased under this order will only be used by the buyer or sold to customers in the buyer's registered place [provincial region]. Otherwise, the buyer will be liable for a liquidated damages of 30% of the order amount; if the seller has not delivered the goods, the seller can cancel this transaction at any time without any responsibility.

6. The international trade terms mentioned in this order apply to INCOTERMS 2010 (full name: International Rules for the Interpretation of Trade Terms).

The seller only confirms that the credited amount is the payment received. In order to protect the interests of both parties, the buyer must deposit a check or remittance in advance according to the seller's payment information within a reasonable time. The seller has the right to postpone the delivery if the payment has not been received, and will not be liable for any losses caused by delayed shipment.