1. SCOPE
1.1 These General Terms of Business ("Terms of Business") shall apply to all sales, deliveries, advice, offers, services and performances provided by DELO Industrial Adhesives (Shanghai) Co., Ltd. (hereafter referred to as "DELO", "Seller", "Supplier" or "we") and shall govern all future business relationships between us and you ("Customer", "Purchaser" or "you") even if they are not explicitly agreed to subsequently. There are no other written agreements between the parties which apply to this transaction. These Terms of Business and all benefits and obligations hereunder apply only as between you and us and are not transferable or assignable in whole or in part without DELO's prior written consent.
1.2 Any Customer purchasing conditions which conflict with any portion of our Terms of Business or the legal regulations in whole or in part are hereewith expressly rejected unless DELO has expressly agreed to their validity in writing. DELO hereby expressly objects to and expressly rejects any counter-notification of the Customer whereby reference is made to the Customer's own general terms and conditions. If transport is delayed or proves impossible due to no fault of ours, the risk of loss is transferred to the purchaser immediately after we have notified you of this. You are hereby informed that you have the right to withdraw from the contract and that you have the right to make and charge for partial deliveries.
1.3 If Customer is given an offer without details of our Terms of Business, or if these Terms of Business are not properly notified to the Customer or if the Customer is not in agreement with the explicit and prior written consent of an authorized representative of DELO.

2. OFFER
2.1 Our offers are always provisional and subject to change not binding and are understood to be dependent on stock availability of our Suppliers ("Suppliers"). An order is only accepted and a contract only comes into effect when a written confirmation accepting Customer's order is provided by DELO, or in the event no confirmation has been received, when the delivery is received by Customer.

3. PRICES
3.1 All prices quoted are in RMB and include shipping freight, packaging, postage and transport insurance and any applicable value added tax (VAT).
3.2 To the extent that DELO's price lists contain sales prices, these shall be recommended prices which are non-committal until the order is confirmed by DELO. In the event of delivery only taking place more than 3 months after conclusion of the contract by agreement with Customer or for reasons for which DELO is not answerable, DELO reserves the right to charge Customer not the sales price stated in the DELO price lists, but, instead, the prices increased in accordance with the increase in costs occurring since conclusion of the contract (in particular as a result of tariff agreements and increases in price of materials).

4. DELIVERY AND PERFORMANCE DATES/FORCE MAJEURE
4.1 Delivery dates and deadlines are not binding unless otherwise stated explicitly in writing. Unless so agreed in writing, delivery dates are merely estimates and may be altered or extended in case of any loss of or damage to the contract goods or in case of any force majeure or unforeseen circumstances. Delivery dates are subject to the Supplier's receipt of the final technical documents and drawings. In case of a force majeure or unforeseen circumstances, the Supplier's performance schedules, Customer may claim the following as liquidated damages: 0.5 percent of the invoice value for each completed week of delay. The maximum possible compensation that is limited to the amount of the invoice value related to the deliveries and/or performance affected by the delay. Any further claims are barred without any prejudice to any compulsory liability for acts of war, acts of public enemies, in whole or in part without DELO's prior written consent.
4.2 If due to reasons DELO is responsible for, Supplier fails to meet firm and binding deadlines or performances due to unforeseen circumstances from a force majeure or unforeseen circumstances, the Supplier's price lists contain sales prices, these shall be recommended prices which are non-committal until the order is confirmed by DELO. In the event of delivery only taking place more than 3 months after conclusion of the contract by agreement with Customer or for reasons for which DELO is not answerable, DELO reserves the right to charge Customer not the sales price stated in the DELO price lists, but, instead, the prices increased in accordance with the increase in costs occurring since conclusion of the contract (in particular as a result of tariff agreements and increases in price of materials).

5. TRANSPORT AND RISK Transfer
5.1 Delivery shall be CPT (place of destination of the Customer) (Incoterms 2020).
5.2 Risk shall pass to Customer with handing over the objects of delivery to the forwar, freight carrier or collector (also for transport by the means appointed by the Customer), at the latest when they leave DELO's warehouse. DELO shall be free in the choice of the mode of dispatch. Any transport and risks related to the delivery shall be borne by Customer. Customer hereby grants DELO his express agreement to the automatic electronic settlement of invoices. If transport is delayed or proves impossible due to no fault of ours, the risk of loss is transferred to the Purchaser the moment they are notified that the consignment is ready to ship.
5.3 If transport is delayed acceptance of the delivery for reasons for which it is answerable or gives/hands back the delivery without justification, DELO may recover damages equal to 20% of the [agreed sale price of] net amount of the goods if DELO cannot prove any greater loss or damage or Customer cannot prove lower loss or damage has been suffered by DELO or DELO has not suffered loss or damages.

6. NO WARRANTIES
6.1 DELO warrants that it has good title to the goods and that the goods will be free from defects in material and workmanship, which means concerning to the product specification set by Supplier and to the statements of the QA test protocol possible transmitted by Supplier, all the time of delivery or shipment. The warranty does not include the fitness of the product for the purpose. The Customer is responsible for sufficient testing and qualification of the product for the final use. If the Customer does not conduct and prove sufficient tests, it may lose its rights for replacement repair or repair resulting from this warranty. The warranty period shall, unless otherwise determined in the quotation or the purchase order, be twelve months and begins with the transfer of risk. Any warranty is excluded for normal wear and tear. This limited warranty for goods delivered by the Supplier is not assignable; in particular, the Supplier is not liable for warranty claims from others than the Customer to whom the goods were directly supplied. The Purchaser shall not assume any warranty obligation for used goods or for goods transferred from the original Customer, unless otherwise required by applicable laws. Except as set forth above, this is the only warranty or representation, and the sole basis for liability respecting quality, performance, defects, repair and delivery of the goods. THIS UNDERSTANDING BY SELLER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY ARISING OUT OF THE SALE, USE OR OPERATION OF GOODS, WHETHER ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE (INCLUDING CLAIMS FOR CONSEQUENTIAL DAMAGES) SHALL BE STRICTLY LIMITED TO THE PROVISIONS OF THIS TERMS OF BUSINESS, UNLESS OTHERWISE PROVIDED UNDER APPLICABLE LAWS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE, CLAIM, LIABILITY, EXPENSE, OR PENALTY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER OR WHENSOEVER THE SAME MAY ARISE. SELLER'S LIABILITY SHALL NOT IN ANY EVENT EXCEED THE COST OF FURNISHING A REPLACEMENT FOR THE DEFECTIVE GOODS. THE FOREGOING SHALL constitute SELLER'S SOLE LIABILITY TO PURCHASER OR ITS VENDEES.

7. SECURITY INTEREST
7.1 Seller shall retain a security interest in the goods until the purchase price has been paid in full and until all Seller claims against the Customer have been satisfied irrespective of any registration requirement.

8. PAYMENT
8.1 Unless otherwise agreed, invoices from DELO shall become due immediately after issuance. Unless otherwise agreed, delivery is subject to 100% prepayment.
8.2 The Customer's primary payment method is wire transfer, bank draft or letters of credit. Payment by bank draft shall be deemed settled when the amount is at the Supplier's disposal. Payment by letter of credit shall be deemed settled upon the amount having been honored.
8.3 Payment shall be deemed settled when the amount is at the Supplier's disposal. Payment by bank draft shall be deemed settled upon the amount having been honored.
8.4 On default of payment by the Customer, DELO may charge interest at the current prime rate plus 9% per annum, unless otherwise agreed, as long as late fees, collection costs and reasonable attorneys' fees and expenses.
8.5 The Customer is only entitled to offset claims if we expressly agree to such offset in writing.

9. CUSTOMERS' DATA
9.1 The Customer herewith grants DELO his express agreement to the automatic electronic processing of data required for order processing which is relevant to the contractual relationship.

10. APPLICABLE LAW/CONSENT TO JURISDICTION AND VENUE
10.1 The Terms of Business or any other document or supplement and documentation issued by DELO, our quality criteria, contractual terms, etc. under the laws of the PRC, without regard to its choice of law principles. Each of the parties hereto irrevocably submits to the jurisdiction and venue of any court located in Shanghai.

11. NO WAIVER
11.1 The failure of Seller to enforce any of its rights or to require performance under any of the provisions hereunder to be in no way be construed to be a waiver of such rights or provisions nor in any way affect the validity of the Terms of Business or Seller's right to enforce any and all provisions of the Terms of Business.

12. SEVERABILITY
12.1 If any provision of these Terms of Business is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of these Terms of Business, and this shall be given effect without the invalid provisions if it do so would not substantially frustrate the expectations of the parties hereto.

13. ASSIGNMENT
13.1 Purchase may not assign any of its rights hereunder without prior written consent of Seller.

14. NOTICES
14.1 Any notice hereunder shall be in writing and shall be deemed given if mailed by first class registered mail, return receipt requested, or addressed to the parties at such addresses as they may provide. Notices mailed shall be deemed to be received on the third business day after malling.