

General Terms and Conditions of Sale

These General Terms and Conditions of Sale (“**Terms**”) apply to all deliveries of products and services (collectively “**Products**”) from Impro Fluidtek Limited (鹰普流体科技有限公司) or its direct and indirect subsidiaries (each of which is referred to as “**Impro Fluidtek**”) to any customer (“**Customer**”). Sale of any Products is expressly conditioned upon Customer’s acceptance of these Terms. These Terms apply to the agreement to the exclusion of any other terms, and no other terms shall be binding upon Impro Fluidtek and Customer unless otherwise expressly agreed in writing by Impro Fluidtek and Customer. Authorization by Customer to ship or provide Products, or Customers receipt thereof will constitute acceptance of these Terms.

1. Confirmation of Order / Acceptance of Quotation

A purchase order constitutes an offer by the Customer to purchase the Products in accordance with these Terms. Impro Fluidtek shall not be deemed to have accepted a purchase order until Customer has received written, including electronic text form, confirmation from Impro Fluidtek of the purchase order, at which point a binding agreement shall be formed (“**agreement**”). Customer’s acceptance of a quotation or offer for Products given by Impro Fluidtek shall constitute an agreement and acceptance of these Terms.

2. Delay

If a firm delivery date is agreed, and Impro Fluidtek does not deliver at the agreed time, Customer is entitled to request delivery in writing and fix a final, reasonable time limit for delivery. If delivery is not made within this time limit, Customer is entitled to rescind the agreement of sale and, subject to any disclaimers or limitations of liability in these Terms, claim compensation for its documented, direct loss. In no event can the compensation exceed an amount equivalent to the price of the delayed Products. Any claim for compensation must be made within one month from the agreed date of delivery. No further claims can be made by Customer as a result of the delay.

3. Prices

Prices for Products are exclusive of VAT, other taxes or duties. Impro Fluidtek reserves the right to adjust prices for non-delivered Products in the event of alterations in rates of exchange, variations in costs of materials, sub-suppliers’ price increases, changes in custom duties, changes in wages, state requisitions or similar conditions over which Impro Fluidtek has no or limited control.

Impro Fluidtek may charge Customer separately for surcharges and fees, such as but not limited to: small orders, freight and handling, express delivery, return and cancellation, provided Impro Fluidtek has informed Customer of such surcharges and fees, e.g. in Impro Fluidtek order confirmation, as part of price lists, or as otherwise made available to Customer.

4. Packing

Disposable packing is included in the Product prices and will not be credited if returned. Returnable packing is not included in the Product price, but will be credited

if returned without undue delay in undamaged condition at Customer's expense, and in accordance with Impro Fluidtek's instructions.

5. Terms of Payment

Unless otherwise agreed due date is thirty (30) days from the date of invoice. Any credit shall be subject to Impro Fluidtek being satisfied with the Customer's credit references, and Impro Fluidtek may (in its absolute discretion), refrain from delivering the Products until such time as Customer has complied with the payment requirements of Impro Fluidtek, such as payment in advance, and/or payment of any outstanding amounts which may be due to Impro Fluidtek. All payments shall be made by bank wire transfer or direct debit without deduction of any transfer or debit fees in immediately available funds to the bank account set out in the relevant invoice. From due date, an interest rate of: i) 1.5% per month or ii) a lower late charge or interest rate for contracts of this type under applicable laws, will be payable. Customer shall pay to Impro Fluidtek all reasonable costs and expenses (including but not limited to attorneys' fees) incurred by Impro Fluidtek in connection with Impro Fluidtek's efforts to collect all delinquent payment or payments.

6. Group Set-off

Impro Fluidtek and its Affiliates shall be entitled to set off any liability of Impro Fluidtek and/or its Affiliates to Customer against any liability of Customer to Impro Fluidtek and/or its Affiliates. In these Terms "**Affiliate**" shall mean an entity that controls, or is directly or indirectly controlled by Impro Fluidtek Limited, or is under common control with Impro Fluidtek Limited, by whether by shares, equity interest, or voting rights.

7. Product Information

Any information, including, but not limited to information on selection of Product, its application or use, Customer product design, weight, dimensions, capacity or any other technical data in catalogues descriptions, advertisements, etc. and whether made available in writing, orally, electronically, online or via download, shall be considered informative, and is only binding if and to the extent, explicit reference is made in a quotation or order confirmation. Specific demands from the Customer are only binding if and to the extent they have been confirmed by Impro Fluidtek in writing. Customer is solely responsible for its products and applications that incorporate or use Impro Fluidtek Products. Any Products made available as samples, prototype or similar type identification (whether charged for or not) may only be used for evaluation purposes, may not be resold or be made part of Customer's products for resale.

8. Proprietary Information and Confidentiality

Any non-public information, including but not limited to, prices, drawings, descriptions and any technical documents which Impro Fluidtek has made or may make available to Customer ("**Confidential Information**") shall remain the property of Impro Fluidtek and shall be treated as confidential by Customer and its representatives and must not, without the written consent of Impro Fluidtek, be copied, reproduced, or transferred to third parties or be used for other purposes than those intended when the Confidential Information was made available. Confidential Information shall be returned upon Impro Fluidtek's request.

9. Alterations

Impro Fluidtek reserves the right to make alterations to the Products, which do not materially affect agreed specifications or the Products' form, fit or function, without notice.

10. Cost-free Repairs or Replacements

Impro Fluidtek agrees to repair, replace, or credit at the discretion of Impro Fluidtek such Products that are found to be defective at the time of delivery due to faulty manufacture, design and/or defective materials, provided Customer makes a claim to Impro Fluidtek within 12 months from the date of delivery, however never exceeding 18 months from the date stamped on the Product, or if no date is stamped, from the date of production ("**Claim Period**").

If defects occur within the Claim Period, Customer shall inform Impro Fluidtek in writing in accordance with Impro Fluidtek's instructions. If so requested by Impro Fluidtek, the Customer shall at its cost and risk forward the Product to Impro Fluidtek together with a written notice describing the reason for returning the Product. Products returned or made available for repair shall be free of extraneous equipment, unless otherwise instructed. If Impro Fluidtek's examination shows that the Product is not defective, Impro Fluidtek may return the Product to Customer at Customer's cost and risk, and Impro Fluidtek may charge a fee for the time and materials used in investigating the defect. If Impro Fluidtek ascertains that the Product is defective, Impro Fluidtek shall in its discretion send the repaired or a replacement Product to Customer, repair or replace the Product on location, or credit the original purchase price to Customer. Customer shall grant Impro Fluidtek access in case of repair or replacement on location. Impro Fluidtek may choose the method of dispatch and pays freight and insurance. Products or Product parts which have been replaced shall be the property of Impro Fluidtek.

Services or advice shall be performed with reasonable skill and care, and Impro Fluidtek makes no warranties as to the suitability thereof. Impro Fluidtek's liability for faulty services, consulting, advice, application guidance, and other services shall be limited to correction of the fault or re-performance of the service. Impro Fluidtek shall correct the fault, provided Customer makes a claim to Impro Fluidtek within the Claim Period. Impro Fluidtek shall not be liable for any services provided for free.

Impro Fluidtek may on a per product or per division basis offer a limited manufacturer's warranty in addition to Impro Fluidtek obligations under this clause 11. In that case, end-user may rely on such general manufacturer's warranty, unless otherwise agreed.

To the extent permitted by law no claim can be made by Customer in respect of Products after the expiry of the applicable Claim Period, whether based in contract, breach of warranty, tort, statute, or otherwise.

All warranties, conditions and other terms implied by statute or otherwise (including any implied warranty of merchantability or fitness for a particular purpose) shall be excluded from the agreement, other than those that cannot be excluded by applicable law. In addition to the generality of the foregoing, unless otherwise expressly set forth herein in these Terms, the Products are supplied "as is", "where is" and "with all faults".

11. Product Liability

Impro Fluidtek shall not be liable for any damage to any property (real or movable) caused by the Product after it has been delivered and while it is in the possession of Customer. Nor shall Impro Fluidtek be liable for any damage to products manufactured by Customer or to products of which Customer's products form a part.

If Impro Fluidtek incurs liability towards any third party for such damage as described in the preceding paragraph, Customer shall indemnify, defend and hold Impro Fluidtek harmless from and against such liability. Customer shall indemnify, defend and hold Impro Fluidtek harmless from and against all claims arising from damage resulting from the use or operation of the Products because of the improper installation, repair, maintenance or operation of the Products by Customer, the failure of Customer to adequately train personnel in the operation of the Products, or Customer's failure to comply with applicable laws or regulations or otherwise. If a claim for damage as described in this clause is lodged by a third party against either Impro Fluidtek or Customer, the respondent party shall immediately inform the other party thereof in writing. Customer shall be obliged to let itself be summoned to the court or arbitral tribunal examining claims for damages lodged against Impro Fluidtek on the basis of damage allegedly caused by the Product.

12. Limitation of Liability

Impro Fluidtek shall not be liable to Customer for any of the following types of loss or damage arising under or in relation to an agreement governed by these Terms: 1) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; or 2) any loss or corruption of data; or 3) any indirect, special, punitive, exemplary or consequential loss or damage whatsoever; even if Impro Fluidtek was advised in advance of the possibility of such loss or damage, and whether arising out of breach of warranty, tort, statute, delay, faulty Products, product liability, recall or otherwise, and even if any express warranties fails its essential purpose.

Impro Fluidtek's total liability arising under or in relation to an agreement governed by these Terms shall not exceed the amount invoiced by Impro Fluidtek to Customer thereunder.

Customer acknowledges and agrees, that Impro Fluidtek has set its prices and entered into the transaction in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, and that the same reflect a risk allocation between the parties forming an essential basis for the bargain between them.

13. Mandatory liability

Nothing in these Terms (including but not limited to the exclusions and limitations in clauses 11 to 13) shall operate so as to exclude or limit the liability of either party to the other for death or personal injury arising out of its negligence, fraudulent misrepresentation or for any other liability which cannot be excluded or limited by law.

14. Notice of Claims

Claims or complaints as to defects and/or delay in delivery of the Products or other claims shall be submitted in writing by Customer to Impro Fluidtek no later than thirty

(30) days after Customer first discovers such claim, with sufficient information to substantiate Customer's claim.

15. Intellectual Property Rights and Use of Software

If the Product is delivered with embedded software, Customer obtains a non-exclusive software license in form of a right of use to the software solely for the purposes set out in applicable specification of the Product, and in accordance with any applicable license conditions made available. Aside from this, Customer obtains no rights in form of license, patent, copyright, trademark or other proprietary right connected to the Products. Customer shall not obtain any rights to source codes to such software. Software provided separately regardless of how it is provided by Impro Fluidtek is made available on an "as is", "where is" and "with all faults" basis, and may be used solely for the purpose for which it is intended, and subject to any applicable license conditions. Impro Fluidtek shall not be liable in any way for errors or for any loss or damage arising out of or as a result of use of such separate software, or any third party software relating thereto.

Impro Fluidtek, at its election, may defend any suit or proceeding brought against Customer as far as the same is based on a claim that any Product or part thereof delivered by Impro Fluidtek, constitutes an infringement of any third party intellectual property rights in the country of delivery, if notified promptly in writing and given authority, information and assistance for the defense of the same and provided such alleged infringement is not the result of the design or other special requirements specified by Customer or the application or use to which such Product is put to use by Customer or others. If Impro Fluidtek elects to defend such suit or proceeding, Impro Fluidtek will pay all damages and costs awarded under such suit or proceeding against Customer. If such Product or part thereof is held to infringe any such third party intellectual property rights and use thereof is enjoined, Impro Fluidtek will, at its option, (a) procure Customer with the right to continue use of such Product, (b) replace same with non-infringing Product(s) or parts thereof, (c) modify the same so that it becomes non-infringing, or (d) remove said Product or part thereof and refund the purchase price. The foregoing states the entire liability of Impro Fluidtek to Customer for infringement of intellectual property rights.

16. Restraint on Resale and Use for Certain Purposes

Impro Fluidtek products are produced for civilian use. Customer shall not use or resell the Products for purposes which have any connection to chemical, biological or nuclear weapons or for missiles which are capable of delivering such weapons. Customer is not allowed to sell the Products to persons, companies or any other kind of organization if Customer has knowledge of or suspects that said persons or entities are related to any kind of terrorist or narcotics activities.

The Products may be subject to export control regulations, and may therefore, without limitation be subject to restrictions in case of sale to countries/customers covered by export and import ban. These restrictions shall be observed in case of resale of the Products.

Customer is not allowed to resell the Products if there is doubt or suspicion that the Products can be used for purposes in violation of the preceding paragraph. If Customer receives knowledge of or suspects that the conditions in this clause have been violated, Customer shall immediately inform Impro Fluidtek.

17. Force Majeure

Impro Fluidtek is entitled to cancel orders or suspend delivery of Products and shall not be liable for any non-delivery, faulty or delayed delivery, which partly or wholly is caused by circumstances beyond Impro Fluidtek's reasonable control, including, but not limited to, riots, civil unrest, war, terrorism, fire, insurrection, requisition, seizure, embargo or defects or delays in deliveries by sub-suppliers, strikes, lockouts, slow downs, lack of transportation, scarcity of materials, and insufficient supplies of energy. Any of Customer's contractual rights are suspended or become void in any such circumstances referred to in this clause. Customer is not entitled to any kind of damages or to make a claim whatsoever in case of cancellation or delayed delivery due to such circumstances.

18. Anti-Corruption

Impro Fluidtek shall be entitled to cancel any delivery, purchase order or terminate an agreement without incurring any liability if Impro Fluidtek has reason to believe that Customer acts in a manner contrary to applicable laws and regulations regarding bribery and corruption.

19. Data Privacy

Personal data of individual contacts of the Customer such as name and business contact details may be processed and stored globally outside of the Customer's country by Impro Fluidtek, its affiliates or authorized third party providers. Impro Fluidtek will use personal data to perform its contractual obligations (such as administration of customer relations and of payment transactions), to analyze and improve its products and services, and/or to send information on products, services and events of Impro Fluidtek to contact persons of Customer. Where consent is required by law, the Customer hereby agrees to the personal data being used and transferred as described above, and acknowledges that personal data will be subject to the foreign law of the country where it is being held/server is located. Impro Fluidtek will use adequate contractual and technical mechanisms to protect personal data. Impro Fluidtek will keep personal data for the duration of the contractual relationship. Where required by mandatory law and provided that the necessary conditions are satisfied, the Customer may as a natural person have the right to access, rectify, inquire about or, object to the processing of his personal data. For further details contact your local Impro Fluidtek contact – see <https://www.improfluidtek.com/>.

20. Partial Invalidity

If one or more of the terms and conditions in these Terms or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.

21. Assignment

Neither Party may assign or transfer any of its obligations under these Terms without the prior written consent of the other Party.

22. Governing Law and Disputes

For sales made in the United States: These Terms and all other agreements between Impro Fluidtek and Customer shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law rules and without regard to conflicts of laws principles. The parties agree to submit themselves to the exclusive jurisdiction of the federal and state courts in the State of Illinois for the enforcement, interpretation and construction of these Terms and such other agreements, and all other matters regarding or relating thereto.

For sales made in Asia outside of the mainland China: These Terms and all other agreements between Impro Fluidtek and Customer shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its choice of law rules and without regard to conflicts of laws principles. The parties agree to submit themselves to the exclusive jurisdiction of the courts in Hong Kong for the enforcement, interpretation and construction of these Terms and such other agreements, and all other matters regarding or relating thereto.

For sales made in the mainland China: These Terms and all other agreements between Impro and Customer shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its choice of law rules and without regard to conflicts of laws principles. Any dispute arising from or in connection with these Terms shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration in accordance with China International Economic and Trade Arbitration Commission Arbitration Rules then in force. The arbitration proceedings shall be conducted in Chinese.

For sales made in Europe: These Terms and all other agreements between Impro Fluidtek and Customer shall be governed by and construed in accordance with the laws of Luxembourg, without regard to its choice of law rules and without regard to conflicts of laws principles. All disputes, differences of opinion and claims arising out of or in connection with these Terms and all other agreements, including the validity, breach or termination thereof, and pre-contractual and non-contractual matters shall be settled by a sole arbitrator in accordance with the Arbitration Centre of the Luxembourg Chamber of Commerce. The place of arbitration shall be Luxembourg. Oral proceedings may be held anywhere in the world. The language in which arbitration proceedings are conducted shall be English."

THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

2022-11-01