



SALES CONTRACT

The Seller: JIALICHUANG (HONGKONG) CO., LTD

Add.: Unit 21, 28F, Metropole Square, No.2 On Yiu Street, Shatin, New Territories, HONG KONG

The Buyer: Thomas Besse(Personal)

Add.: Spitzackerstrasse 30 Basel Land Bottmingen 4103 SWITZERLAND

Type of Trade CPT

Contract No.: CO2024121400381031

Batch No.:W2024121400381031

Date:14/12/2024

This contract is jointly established by the buyer and the seller, and both parties agree to the terms and conditions stipulated in the contract. The contract is an electronic contract, which allows the buyer to download and print from the seller's system.

ORDER INFORMATION:

Description	Order Number	QTY	Unit Price	Total
Rigid Populated printed circuit board	SMT024121361549-Y65	5	USD \$8.89	USD \$44.45
Subtotal:				USD \$57.25
Shipping Cost:				USD \$21.80
Discount:				USD \$9.00
Paypal fee:				USD \$0.50
Grand Total:				USD \$57.75

1. Rights and Obligations of the Buyer

- 1). The buyer has the right to request the seller to produce commodities according to the design drawings and order information provided by the buyer. If there is any special requirement, the buyer should provide the appropriate written description. The buyer shall be liable for any loss resulting from incorrect description or non-standard design (incorrect description, non-standard or out of capabilities design).
- 2). If the buyer has any objection to the quality of the commodities produced by the seller, he/she shall make a claim within one week from the date of receiving the commodities. Otherwise, it means the buyer approves the commodities.
- 3). The buyer warrants that all the materials submitted to the seller have complete intellectual property rights and have obtained the necessary approvals and authorizations (if any) without infringing the legitimate rights and interests of any third party. In the event of any intellectual property disputes, the buyer undertakes to bear all the losses of the seller.

2. Rights and Obligations of the Seller

- 1). If the seller's commodities have quality problems, the seller and the buyer shall solve the problem through communication. The seller shall only bear the compensation for the price of the damaged commodities.
- 2). The seller shall keep the personal information, data and files of the buyer confidential, and the seller may refuse the request of the buyer's information from those who have not verified their identity.

3. Force Majeure

The seller shall not hold any responsibility for failure or delay in performance due to Force Majeure. Any event or circumstance beyond control shall be regarded as Force Majeure, including but not restricted to labor shortage, energy, fuel, machinery or materials failure to achieve production, technical failure, war, civil unrest, infectious diseases, epidemics, any government bills, laws or regulations (including any judicial order or decree), any failure of communication or power, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or other natural disasters.

4. Import and Export Control

The buyer warrants that any treatment in another country, involving commodities which are bought or about to be bought from the seller, including: using, transferring, exporting, re-exporting, reselling or importing, complies with the import and export control laws and regulations of control regulations, sanction, embargo and so on of China, the European Union, the United States, Japan or other applicable nations/regions, including but not limited to the U.S. Export Administration Regulations (EAR), Foreign Assets Control Regulations (OFAC), International Arms Transportation Regulations (ITAR), etc. The buyer shall also warrant that he/she will not use any commodities purchased from the seller for the production, manufacture, design, development or use of missiles (including but not limited to space research), chemical or biological weapons or nuclear applications.

The buyer, along with its subsidiaries and affiliated entities, hereby confirm compliance with the export control and sanctions laws & regulations of the seller, its affiliated companies, the country or region of the suppliers, and the country or region of the intellectual property rights of the goods. The buyer will strictly adhere to the "Customer Compliance Statement", and acknowledges that this confirmation and the signed "Customer Compliance Statement" form the basis of the seller's performance under this contract.

Any violation shall be considered a material and substantial breach by the buyer, and the seller shall have the right to terminate this contract upon notice to the buyer, without prejudice to any other rights and remedies available to the seller under this contract, at law and/or equity. In the event of any loss suffered by the seller, the buyer shall compensate the seller for direct and indirect losses, reasonable legal expenses, including but not limited to any civil, judicial, or other legal penalties imposed by government authorities.

Incoterms

CPT (Carriage Paid To)

The seller delivers the goods to the buyer's specified recipient address via express delivery through a designated carrier and pays the freight costs to the destination; The seller is responsible for export customs clearance in the country of export; the buyer is responsible for import customs clearance in the destination country.

Other Shipping Methods

The terms of the transaction shall be in accordance with the actual agreement made with the buyer during the transaction process.

6. Confidentiality Information

Either the seller or the buyer shall promise to keep confidential the business secrets obtained during the performance of this Contract. Such confidentiality obligation shall survive the termination or rescission of this Contract (for whatever reason).

7. Arbitration

Any dispute arising out of or in connection with the execution of this contract shall be settled through friendly negotiation between the signing parties. In case no settlement can be reached through negotiations, the case under dispute shall be submitted to the Hong Kong International Arbitration Center for arbitration.

8. Other Conditions

- 1). The external commitments of the business may change. If there is no clear stipulation in this Contract, the publicity commitments on the website shall be the basis for implementation. If there is any dispute with this Contract, this Contract shall prevail.
- 2). Production file shall be kept valid for one year from the date of order generation. The system will automatically clean the files beyond the validity period without further notice. Please download and save them in time.
- 3). Applicable law and places: This Contract and the Commercial Terms and Conditions shall be governed by the laws of Hong Kong (China) Special Administrative Region, and the laws of Hong Kong (China) Special Administrative Region shall be applicable to all legal relations between the seller and the buyer.

Buyer: Thomas Besse

Seller: JIALICHUANG (HONGKONG) CO., LTD

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