



CHENGDU SKYLINK INTELLITECH CO., LTD'S GENERAL TERMS & CONDITIONS OF SALE VERSION 2020

1. GENERAL

1.1 These general terms and conditions (the "Agreement" or the "Terms") apply to all agreements, inquiries, quotations and offers made by or to Chengdu Skylink Intellitech Co., Ltd or by any company within the Skylink Intellitech (here in after "Skylink") including orders placed by a customer (herein "Customer", and together with Skylink the "Parties") and accepted by Skylink for the sale or delivery of products ("Goods), parts of Goods, repairs and services such as training, inspections and/or supervision by Skylink to Customer (the "Services", and together with the sale of Goods, the "Work"). In the event Skylink and Customer have signed a frame agreement for the supply, sale or use of Goods or Services, these Terms and such agreement shall constitute the entire agreement between the Parties. Except as otherwise indicated in the frame agreement, in case of any inconsistencies between the Terms and such frame agreement, the frame agreement shall prevail.

1.2 No alteration or amendment to these Terms shall be valid unless such alteration or amendment is reduced to writing and signed by the duly authorized representatives by both Parties.

2. ORDERS

2.1 Customer shall request the Works in writing by issuing a purchase order ("Order"). Skylink shall perform the Work under the accepted Order but only subject to these Terms.

2.2 The Orders issued by Customer for the purchase of Work shall include, unit price, total purchase price, payment term, currency, shipping instructions, requested delivery dates, bill-to and ship-to address. Skylink will confirm such Orders in writing, including estimated time for delivery.

2.3 All Orders are subject to approval and acceptance by Skylink. No Order shall be binding for Skylink unless and until it has been accepted in writing and Skylink shall be entitled to reject Orders for any reason and without liability.

2.4 Customer may not cancel or change accepted Orders unless Skylink has consented to such cancellation or change. Skylink reserves the right to charge Customer all costs associated with the canceled or changed Order and, in addition, a reasonable cancellation fee.

3. DELIVERY TERMS – FREIGHT POLICY

3.1. Except as otherwise expressly accepted by Skylink in an Order confirmation, all shipments of Products shall be EX Works Chengdu. Estimated time of delivery shall be confirmed in the corresponding confirmation of the Order issued by Skylink.

3.2. Skylink shall use reasonable efforts to perform timely all deliveries of Works ordered by Customer. Customer is responsible for timely submission of applicable drawings and specifications to enable Skylink to commence manufacture within the specified production schedule.

3.3. Customer shall examine the Products immediately upon delivery and shall report to Skylink in writing, within fifteen (15) calendar days of delivery, any shortages, damages to packaging or other defects apparent from a visual inspection of the Products. Skylink shall be discharged from all liability for shortages and apparent defects if not notified by Customer in the said reporting period. In case of incomplete or wrong delivery or delivery of defected Products, Customer's exclusive remedy is re-delivery of a correct consignment at Skylink's expense.

3.4. Except as otherwise agreed in writing, Skylink shall be under no obligation to deliver any Works before receiving the full payment of the Price of such Works by Customer.

4. PRICE, TERMS OF PAYMENT AND QUOTATION POLICY

4.1. Prices are exclusive of taxes, shipping and insurance. Unless otherwise indicated there in, shall be valid for sixty (60) days from the date of issue.

4.2. Unless specific credit terms have been agreed, invoices are payable in full before delivery of the products. Except as otherwise agreed in writing, the payment terms shall be Advance Payment and payment shall be made in US Dollars.

4.3. Skylink reserves its right, after providing Customer written notice and reasonable time to pay a delayed payment in full, to suspend its performance until such sums are paid in full or terminate the Agreement.

5. TITLE, RISK OF LOSS, AND SECURITY INTEREST

- 5.1 Title and risk of loss for all products shall pass to Customer upon tender of the products by Skylink to the carrier. Skylink reserves a security interest in each product shipped until the entire amount due therefore has been paid.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All intellectual property rights, drawings and know-how in or relating to the Products are and shall remain the property of Skylink or of the Skylink Group. The use of intellectual property rights belonging to Skylink or to any company of the Skylink Group by Customer shall not imply the transfer or assignment of any rights from such company to Customer.
- 6.2 In the event of any claim by a third party against Skylink asserting or involving a patent, copyright, trade secret, or proprietary right violation involving such products, Customer will defend, at its expense, and will indemnify and hold harmless Skylink against any loss, expense (including attorney's fees), or liability arising out of such claim, whether or not such claim is successful, provided, however, that Customer is notified by Skylink in writing within a reasonable time after Skylink first receives written notice of any such claim, action, or allegation of infringement.

7. WARRANTIES AND LIABILITY

- 7.1 If any of our products should fail due to defects in materials or workmanship, Skylink Microwave, will, at its sole option, repair or replace it with new or rebuilt parts free of charge for a period of two (2) years from the date of shipment from the Skylink factory. This warranty covers only failures due to defects in materials and workmanship that occurs during the period of the warranty. It does not cover damage that occurs during shipment, failure caused by operation of the products outside the published electrical or environmental specifications, or malfunctions caused by misuses of product. Expendable components are not covered under this warranty.
- 7.2 In order for the customer to exercise their rights to repairs under the warranty, the customer must first contact Skylink to obtain a repair authorization number (RMA). If it is necessary to return the product for repair, the customer is responsible for paying the cost of shipping to and from Skylink. All Import duties, customs fees, taxes of any kind, or any related fees are the sole responsibility of the customer.
- 7.3 Spare parts, repair, or replacement are warranted to be free from defects in material or workmanship for ninety(90) days or the remainder of the limited warranty period, whichever is longer.
- 7.4 There are no express or implied warranties except as listed above. In no event shall Skylink be liable for special, incidental, or consequential damaged arising from the use of this product, or arising out of any breach of this warranty. All express and implied warranties, including the warranties of merchant ability and fitness for a particular purpose, are limited to the applicable warranty period set forth above. No employees or representatives of Skylink is authorized to modify this warranty or Skylink's standard warranty for any product.
- 7.5 Non-warranty repair service is available from Skylink for a nominal charge. Non-warranty repair service can be obtained by contacting Skylink and requesting a return authorization number (RMA), as described above. The customer is responsible for paying the cost of shipping to and from Skylink for any non-warranty repairs. Non-warranty repair service will be available for any Skylink product for a minimum of five years from the date of its first shipment from Skylink's factory.

8. CONFIDENTIALITY

- 8.1 Customer shall during the term of this Agreement and a period of five (5) years thereafter maintain in strict confidence and shall not, except when the fulfillment of its obligations under this Agreement so requires, disclose, divulge or communicate to any person (other than as permitted or contemplated by this Agreement or with the written approval of Skylink or as may be required by law) nor use outside the scope of the Agreement any drawings (including but not limited to technical drawings created through any type of software owned by Skylink), manufacturing methods, measures specifications or other information concerning the Work, customers, business, prices, finance, contractual arrangements or other dealings or transactions of Skylink, or any other information which by its nature reasonably can be referred to as confidential, and which may come to Customer's knowledge.

9. FORCE MAJEURE

- 9.1 In the event that Skylink shall be wholly or partially unable to fulfil its obligations under these Terms or the Agreement by reason of causes beyond Skylink's control, including but not restricted to acts of God, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, epidemics, labour disputes (whether or not Skylink is a party to such dispute), strikes, general shortage of material, machine damage, delay in delivery by sub-contractor or transportation failure, then Skylink's performance of its obligations, in so far as it is affected by such cause, shall be excused during the period of the continuance of such circumstances.

10. Export Restrictions

- 10.1 Compliance with Foreign Trade Law of PRC. Commodities, technology or software that are sold according to this agreement will be exported in accordance with the Export Administration Regulations of PRC and any other applicable Chinese government regulations. Diversion contrary to the law of PRC is prohibited. Customer must not violate any Law, Regulation, Act, or Executive Order of PRC. Compliance with the Export Administration Regulations of PRC must be adhered to if Customer intends to re-sell products purchased from Skylink. In addition, Customer will not sell our product to any person or entity who is not allowed by the government of PRC. Furthermore, Customer is not permitted to sell, re-sell, export, or re-export any of Skylink's to any country that is sanctioned by the PRC. If Customer is uncertain about any practice that may violate PRC Law regarding Skylink's product(s), Customer must request guidance from Seller.