

禹翔贸易(上海)有限公司
MAINS (SHANGHAI) Co., Ltd.

通用条款与条件-销售
GENERAL TERMS AND CONDITIONS FOR SERVICES

Unless otherwise specified by both parties, the following clauses shall be applicable on all service agreements between parties.

The parties agree that these General Terms and Conditions shall govern all future service contracts concluded between Mains or its Affiliates and Client or its Affiliates.

Article 1 Instructions

Mains will render Services to Client on specific instructions of Client. Before Mains renders any Services for Client the specific scope of the work will be agreed upon between parties and noted in an Engagement Letter or Contract.

The Client is responsible for determining that the scope of the Services is appropriate for its needs. The Client shall cooperate with Mains in the performance of the Services, including, without limitation, providing reasonable facilities and timely access to data, information, personnel and, if applicable, the premises of the Client. The Client shall be responsible for the performance of its personnel and agents, for the timeliness, accuracy, lawfulness and completeness of all data and information provided to Mains by or on behalf of the Client and for the implementation of any advice provided as part of the Services. Mains' performance shall be dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services. Mains shall be entitled to rely on all decisions and approvals of the Client. The Client shall be obliged to inform Mains forthwith of facts and circumstances that may be of importance in connection with the performance of the Services.

Article 2 Separate entities

If the Client and the beneficiary of Mains' services are separate legal entities – including, without limitation, natural persons – and either is an affiliate of the other, the Client warrants and represents that the (other) party or parties having an interest in the Services accept the terms and conditions of the Contract fully, failing which the Client shall indemnify and hold Mains harmless from and against all Losses connected with the breach of such warranty or representation.

Article 3 Offers

All messages from Mains are deemed to be of a non-binding informative nature. No message from Mains shall be construed as an offer, unless an explicit term for acceptance is stipulated. Mains shall not be bound to any offer in case the Client could reasonably understand that the offer or part thereof contains an error or typo.

Article 4 Terms of payment

Mains' invoices are due and payable by the Client upon presentation. For invoices upon which payment is not received within thirty (30) days of the invoice date, Mains reserves the right to charge statutory interest compounded to the extent allowable by law. Without limiting its other rights or remedies, Mains shall have the right to suspend or terminate the Services entirely or in part if payment is not received within thirty (30) days of the invoice date. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Mains' income and property taxes.

Mains shall be entitled to compensation as agreed upon in the Engagement Letter or Contract and, unless explicitly agreed otherwise in writing, this compensation shall not depend on the outcome of the Services. Overhead charges, hours of travel, travelling and hotel expenses, and other agreement related costs incurred by Mains may be charged separately to the Client, unless agreed otherwise in writing explicitly.

Client shall not be allowed to offset any payments to Mains with any claims he might have on Mains.

Article 5 Contract duration

Any agreement between Parties will be entered into for an indefinite duration, unless a term is evident from the nature of the agreement or Parties have explicitly agreed otherwise.

Article 6 Term for delivery

In case a term for delivery has been agreed upon between Parties delivery after such term has expired shall not constitute a default. In case of expiration of the agreed term, Client shall give a written notice to Mains, including a reasonable term for delivery.

Article 7 Work and changes

Mains shall perform the Services according to its best effort, professional standards and the current state of science. Mains shall have the right to sub-contract parts of the Services to third parties. In case such third party needs access to a location of Client, Client shall render reasonable access and support.

Mains shall have the right to deliver the Services in parts and invoice these parts accordingly. In case of delivery in parts, Mains can temporary suspend the rendering of subsequent parts until after Client has given written acceptance and approval of the previous part(s). In case it becomes evident during

the rendering of the Services that it is necessary to revise or append to the agreement, Parties shall negotiate in good faith and make such amendments in a timely manner. In case the nature, scope or content of an agreement, whether or not on instructions of Client, authorities et cetera, is changed and this results in the agreement being changed qualitative or quantitative, this can have consequences for the original agreement. This might also result in an increase or decrease of the original agreed price. Mains will endeavor to communicate such new price in a timely manner. A change of the agreement can result in a new term being set. Client accepts the possibility of changes of the agreement, including to price or delivery term. In case of changes of, or additions to, an agreement, Mains shall have the right to suspend the Services until after written agreement by Client. Such suspension shall not constitute a default by Mains. The refusal of Mains to agree to a qualitative or quantitative change of an agreement shall not constitute a default by Mains.

Article 8 Suspension and dissolution

Mains shall have the right to suspend the rendering of the Services or terminate the agreement in case the Client is in breach of such agreement or these Terms or in case new information Mains learns of after the closing of the agreement gives rise to concern that Client will breach the agreement or these Terms. Furthermore Mains shall have the right to terminate an agreement in case circumstances occur that make that fulfillment of such agreement cannot reasonably be expected from Mains. In case Mains terminated an agreement, Mains shall be entitled to call in all claims it has on Client. In case of suspension Mains shall retain all rights it has either on statutory basis or following from an agreement of these Terms. In case Client is in breach of an agreement Mains shall be able to terminate such agreement with immediate effect without paying any damages to Client. Mains shall have the right to terminate an agreement in case Client is entering, or files for, bankruptcy or bankruptcy protection.

Article 9 Limitation of liability

Mains shall not be liable for any special or consequential damages directly or indirectly arising out of the breach of warranties or any other obligations, or for loss, damage or expense directly or indirectly arising from the rendered services or from any other cause, except in case of gross negligence or willful misconduct by Mains. In no event the liability of Mains shall be higher than the contract value of the Services.

Article 10 Confidentiality

Mains might obtain certain confidential information concerning or affecting the operations of Client or entities with whom Client has business dealings. Mains shall not disclose or otherwise communicate confidential information obtained during Mains' work for Client to any person, firm, corporation or entity,

for any reason whatsoever, unless this is necessary in the normal course of its duties, or in order to comply with a legal obligation.

Article 11 Communication

Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, e-mail (including e-mail exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Contract, as well as other means of communication used or accepted by the other.

Article 12 Non-solicitation

During the term of the Contract or term of cooperation and for a period of twelve (12) months thereafter, each of Mains and Client agrees that it shall not, without the other's consent, directly or indirectly employ, solicit, engage or retain the services of each other's personnel who (in their capacity as such) had direct and substantive contact in the course of the performance of Services with of such personnel of the other. In the event that either Mains or Client breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to a hundred percent (100%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief to terminate on-going or repetitive violations. This provision shall not restrict the right of either Mains or Client to solicit or recruit generally in the media.

Article 13 Force Majeure

Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control.

Article 14 Invalid clause

In case any of the clauses included in either these General Terms or any contract between Parties is deemed invalid or is voided by a court of law or arbitration, this shall not affect the validity of the other clauses of respectively these General Terms or such contract. In such event Parties shall renegotiate the matter regulated by such clause in good faith and come to a new agreement on this matter that shall be valid and will approach the intention of the Parties at the time of agreeing on the original General Terms or contract as the case may be.

Article 15 Law and Forum

Any order between the parties shall be governed by the law of the People's Republic of China. In the event of any dispute relating to the explanation, performance, effectiveness or liability of an order, the parties shall settle the disputes through negotiation. Provided that the disputes cannot be resolved through negotiation, such disputes shall be

settled by arbitration in accordance with the CIETAC (China International Economic & Trade Arbitration Commission) rules as at present in force at CIETAC's Shanghai Branch. The arbitration award shall be final and binding on the parties and be enforceable in any court of competent jurisdiction inside and outside the PRC. Notwithstanding the above, the parties agree that, whenever there is any dispute, Mains may, at its sole discretion, not to resort to arbitration with CIETAC, but to file suit against Client with the court of Client's domicile.

Prior to the confirmation of an order, Client must read and understand the General Terms and Conditions in detail.