

Onwell Communication Limited

Terms and Conditions of Sale and Delivery

Scope of Applicability

1.1 These General Terms and Conditions of Sale ("GTCS") apply to all delivery and sales of products by Onwell Ltd. (hereinafter referred to as "ONWELL" or "us") notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from customer (hereinafter "Customer" or "You"). No such conflicting, contrary or additional terms and conditions shall be deemed accepted by ONWELL unless and until ONWELL expressly confirms our acceptance in writing.

1.2 ONWELL reserves the right to change these GTCS at any time. ONWELL will give you thirty (30) calendar days' notice of any changes by posting notice on our website.

Offers, Purchase Orders and Order Confirmations

2.1 All offers made by ONWELL are open for acceptance within fifteen (15) calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the products offered.

2.2 All purchase orders issued by you shall specify as a minimum the type and quantity of products requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on ONWELL unless and until confirmed by ONWELL in writing.

2.3 Confirmed orders cannot be changed or cancelled unless ONWELL has expressly and in writing consented to such specific change or cancellation. If ONWELL accepts change or cancellation of whole or part of the confirmed order, we shall invoice and the Customer shall be obligated to pay for any partially complete units, special materials which have been purchased for the orders, fully completed unshipped units for special materials ordered, and for any price difference in quantity taken vs. quantity ordered. Customer agrees to pay such charges within fifteen (15) days after cancellation.

2.4 Changes in Customer specifications from any submitted sample, drawing or ONWELL specification are subject to ONWELL's acceptance in the same manner as the original order, and, in any event such changes are the responsibility of the Customer, and ONWELL is to be reimbursed for all costs and materials which cannot be used due to the changed specifications unless written agreement to the contrary, signed by an officer of ONWELL, expressly waives that responsibility.

Prices and Terms of Payment

3.1 The prices for products shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.

3.2 Payment for the products must be received by ONWELL prior to the shipment of the products, or if agreed in writing, within the time period noted on the order confirmation, or if not noted within thirty (30) days from the date of invoice.

3.3 You must submit such financial information from time to time as may be reasonably requested by ONWELL for the establishment or continuation of payment terms. ONWELL may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.

3.4 If You fail to pay any invoice within seven (7) calendar days of the due date of payment, ONWELL may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to You within seven (7) calendar days of the expiration of the grace

period. Further, ONWELL may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month above the Hong Kong Monetary Authority's base rate and calculated on a daily basis. This shall be in addition to, and not in limitation of, any other rights or remedies to which ONWELL are or may be entitled at law or in equity.

3.5 Title to products delivered shall remain vested in us and shall not pass to you until the products have been paid for in full. If you fail to pay any invoice within fourteen (14) calendar days of the due date of payment, ONWELL may retake the products covered by the invoice. You must insure all products delivered to their full replacement value until title to the products has passed to you.

3.6 If the products have been processed or finished by Customer, our retention of title shall extend to the new finished products. If the products have been processed, combined or mixed by you with products of others, ONWELL acquires joint title pro rata to that part of the new products representing the invoiced value of our products in relation to the total value of the other products which have been processed, combined or mixed.

3.7 In the event our products are combined or mixed with finished products of you or of any third party, you hereby assign to us its rights with regard to such finished products. If you combine or mix our products with finished products of a third party for a payment, you hereby assign to us its right to payment from such third party.

3.8 You may, in the ordinary course of its business, resell any products which are subject to our retention of title. If, upon such resale, you do not receive the full purchase price in advance or upon delivery of such products, you shall agree with your customer retention of title in accordance with these conditions. You hereby assign to us all your claims arising from such resale and your rights arising from the said agreement for retention of title. When requested by us, you shall advise your customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights. Notwithstanding the foregoing, you shall only be entitled to collect payments from claims arising from such resale if You have properly satisfied your liability to us.

3.9 In the event that the security interests granted to us exceed the value of our claims, ONWELL shall, when requested, release the security interests as ONWELL deem appropriate. In the exercise of our retention of title, a rescission of contract can only be made with our prior express written consent.

Terms of Delivery

4.1 Unless expressly stated otherwise in our order confirmation, all deliveries of products shall be Ex-Works (EXW) in accordance with the most recent Incoterms. The risk of loss of or damage to products shall pass to you in accordance with the agreed delivery term.

4.2 The delivery dates of products set forth in our order confirmation are indicative and non-binding. ONWELL shall not be liable for any loss (including loss of profits), charges, damages, costs, or other expenses caused directly or indirectly by any delay in delivery of the products, nor will any delay entitle you to terminate or cancel our agreement.

4.3 ONWELL reserves the right to make delivery in installments.

Acceptance of products

5.1 Products delivered hereunder are subject to Customer's inspection. You are deemed to have accepted products delivered unless written notice of rejection specifying the reasons for rejection is received by us within fifteen (15) calendar days after

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delivery of the products. Thereafter, any claims will be handled within the scope of warranty.

Warranty

6.1 ONWELL warrants that for a period of twelve (12) months or six (6) months (battery packs assembled with non-Japanese cells) from the date of delivery, products purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such products and will be free from material defects in workmanship, material and design under normal use.

6.2 The warranty does not cover damage resulting from misuse, alterations, modifications and adjustments made to the products, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us. All warranties, conditions and other terms implied by law are to the fullest extent permitted by law, excluded from this Agreement.

6.3 With respect to non-conformance products, ONWELL may, at our election, (i) refund of the purchase price for such products less a reasonable amount for usage, (ii) repair of such products, or (iii) replacement of such products; provided, however, that such products must be returned to us at your own expenses, along with acceptable evidence of purchase.

6.4 ONWELL makes no other warranty, express or implied, with respect to products delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of products delivered hereunder (except title). In particular, ONWELL makes no warranty with respect to the merchantability of products delivered.

6.5 ONWELL shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any products by parties other than us or use in combination with other products.

6.6 Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, re-procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the products giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

Indemnity from You

7.1 You will indemnify ONWELL from any third party claims, demands or causes of action resulting from: a) any alteration, modifications or adjustments made to the products other by ONWELL, b) the incorporation, use and operation of the products in connection with third party products (the combination of which causes the claimed infringement) c) ONWELL's compliance with Your specifications or directions d) Your breach or alleged breach of the applicable export laws.

Proprietary Rights

8.1. All Intellectual Property Rights (including Trademarks and logos) embodied in and related to the Products (including, without limitation, any ideas, concepts, know-how, documentation, and techniques associated with such products and software) shall belong solely and exclusively to ONWELL, its suppliers or its licensors.

Intellectual Property Rights Infringement

9.1 If any products delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and You are enjoined from using

same, ONWELL will, at our option and expense, (a) procure for You the right to continue using the products; (b) replace the products with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the products to make them non-infringing; or (d) refund the purchase price of the products less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

Product Liability

10.1 Injury to persons and damage to objects, provided the object in question by its nature is normally intended for non-business use and where such injury or damage is caused by a defect in products sold by ONWELL, compensation shall be paid to the extent it can be documented that ONWELL is liable for such injury or damage cf. the applicable rules of Hong Kong law on product liability at any given time.

10.2 ONWELL shall in no case be liable for indirect, incidental, consequential loss that results from product injury or damage including operating loss, time loss, loss of margin, loss of profit etc. ONWELL's liability for any claim, except for personal injury, shall not exceed the purchase price for the products giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

10.3 With regard to injury or damage caused by a product in which ONWELL's products are included as ancillary products, ONWELL shall not be liable if the injury or damage is caused by a defect in the finished product or instructions given by the manufacturer of the finished product, or if the quality management in subsequent links is not in accordance with good practice.

To the extent that ONWELL is held liable in regard to product liability towards a third party, you shall be obliged to indemnify ONWELL to the same extent as ONWELL's liability is restricted as stated in these terms and conditions, including injury and damage caused by Your faulty use or instructions regarding the products. You shall be obliged to accept legal action in the same court that hears a compensation claim against ONWELL on account of a claim from third party.

If a third party advances a claim against you for compensation in accordance with this article, You shall immediately notify ONWELL accordingly.

Force Majeure

11.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

Compliance with laws

Data Privacy

12.1 To the extent ONWELL and You are data controllers for the purpose of any personal data processed under or in connection with this Agreement, each party shall comply with the provisions and obligations imposed by the Directive 95/46/EC and to the extent required by that legislation of each party. As data controller, each party confirm that they have obtained all necessary authorizations for lawful processing, prior to passing personal data to the other party. If any of the parties processes personal data as a data processor for the other party under or in connection with this

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Agreement, such party shall ensure appropriate protection is in place to safeguard such personal data.

Export controls and compliance.

12.2 The products may be subject to export control laws and the regulations of the EU, the United States or those of other countries from which they were supplied and in which they are used, and the delivery is therefore subject to the granting of the export authorization and any applicable authorization required. You agree to abide by these applicable laws and regulations.

Applicable laws, directives and certificates

12.3 You shall be solely responsible for the compliance with applicable laws, directives and regulations of countries in which You conduct business, and obtain all necessary permits, approvals and licenses, related to the purchase, marketing and sale of the Products by You.

Confidentiality

13.1 Each party must treat all Confidential Information received from the other party as it would treat its own confidential information generally, but with no less than a reasonable degree of care.

Miscellaneous

15.1 Notices given under these GTCS shall be in writing. Any changes to any agreements entered under these GTCS shall not be valid or binding unless it is in writing and agreed by both parties.

15.2 Neither Party may assign or transfer the agreement entered under these GTCS without prior consent of the other party, except no consent is required by ONWELL to assign to its affiliated

companies and ONWELL may subcontract its obligations under these GTCS but shall remain liable and responsible to you.

15.3 The United Nations Convention for the International Sale of Products shall not apply to these GTCS or to any contracts of sale entered into between us.

15.4 No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

15.5 Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.

15.6 These GTCS and all contracts of sale entered into between you and ONWELL shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of People's Republic of China without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts of Hong Kong SAR, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.