

E-commerce Platform Transaction Conditions

The buyer and seller conclude a Sales Contract regarding the matter that the buyer purchases relevant goods from the seller in MURR website (website: including but not limited to www.shop.murrelektronik.com.cn etc. Hereinafter referred to “website” for short) in accordance with relevant laws and regulations and by friendly and equal negotiation. The buyer agrees to accept the seller’s following transaction conditions:

Article 1 Definition

In this condition, following terms possess following meaning:

- 1.1 “Buyer” points to the person as stipulated like that in the order;
- 1.2 “Contract” points to the Sales Contract of Goods in the order;
- 1.3 “Goods” point to the goods as stipulated in the contract and purchased by the buyer from the seller;
- 1.4 “Order” points to the buyer’s purchase order, which is regarded as an appendix of these conditions;
- 1.5 “Seller” points to Murrelektronik Components (Shanghai) Co., Ltd.

Article 2 Information of Goods

2.1 The information of goods including price, quantity and whether are available etc that are released in the website will change at any time, the seller will not give special notice, and the buyer understands and agrees with it.

Article 3 Order

3.1 The buyer shall fill out information including goods name, price, quantity, model, specification and size of goods, contact address, tel. and consignee etc accurately when placing an order. If the consignee and the buyer are inconsistent, the behavior and declaration of intention of the consignee will be regarded as the behavior and declaration of intention of the buyer, and the buyer shall undertake joint liability for the legal consequences of the consignee’s behavior and declaration of intention.

3.2 After the buyer placed an order, the order information generated by the website system is the only transaction appeal sent by the buyer to the seller, and it shall take legal effect between them after the order information is confirmed by the seller.

3.3 If the goods involved in the order submitted by the buyer are out of stock partially or totally because of market change and influence made by all kinds of factors impossibility controlled by reasonable business efforts, the buyer and the seller have the right to cancel the order, and the seller needs not to undertake liabilities to the buyer.

Article 4 Payment for Goods

4.1 The buyer shall pay off the payment immediately after confirmed order information, and the seller will arrange the delivery of goods after the buyer paid off.

4.2 The seller shall issue a value-added tax invoice to the buyer within ___ days from the day when the order information is confirmed and the buyer paid off all accounts payable.

4.3 The buyer shall provide correct invoice information. The seller needs not to undertake liabilities if the invoice issued by the buyer has mistakes.

Article 5 Inspection and Delivery

5.1 The seller affirmed that he has made comprehensive inspection to the quality, specification, performance, quantity and quality of the products before shipping the goods and has issued necessary supporting documents.

5.2 Unless otherwise agreed by the buyer and the seller, the seller will deliver the goods in accordance with the delivery address and information of consignee as stipulated in the order. The delivery time stated in all websites is for reference only.

5.3 The seller needs not to undertake the liabilities of overdue dispatching and delivery if the order is postponed or impossibly dispatched or delivered etc by following circumstances:

5.3.1 Caused by the reasons including false information or rough address etc produced by the buyer;

5.3.2 No person signs for the goods, which results in impossible dispatching or postponed dispatching;

5.3.3 Resulted in by change of situation;

5.3.4 Does not deliver goods within the reference time shown in the website;

5.3.5 Resulted in by reasons including festivals and holidays, large promotion activity, shop celebration, purchase in advance or numerous customers rushing for purchase etc;

5.3.6 Resulted in by force majeure, including natural disaster, traffic siege and sudden war etc;

5.3.7 Other impossible delivery circumstances caused by non-seller's reasons;

Article 6 Sign-off

6.1 After the seller delivered the goods as agreed, the buyer is obliged to take the delivery of goods. The buyer could sign for the goods personally or entrusts others to sign for the goods. The sign-off of adult, who lives together with the buyer, or the property management company where the buyer subordinated will be regarded as the sign-off of the buyer.

6.2 If the buyer only fills in shipping address but ignores the consignee or the information of consignee is uncertain, once the goods are signed in the shipping address, they will be regarded as the receipt of the buyer in person.

6.3 If the buyer does not accept the goods within 7 days after received the delivery notice or the seller is unable to deliver the goods because of relevant indication, permission, authorization or other documents provided by the buyer, then the seller has the right to store or dispose the goods on behalf of the seller. The buyer shall bear related expenses as well as transportation expense, and the goods risks have transferred to the buyer. If above-mentioned goods storage occurs, the buyer will be regarded as accepting the goods, and the seller has the right to ask for payment of goods after this delivery.

Article 7 Acceptance Check

7.1 The buyer shall immediately inspect the goods after receiving the goods, check quantity and sign for goods on the spot.

7.2 If the buyer does not carry out acceptance check within three days after received the

goods or does not propose any objections after the receiving check, the goods will be regarded as complying with the contract engagement.

Article 8 Installation and Debugging

8.1 The seller does not responsible for the installation and debugging of goods, and the buyer shall complete the installation and debugging.

8.2 If the seller agrees to install and debug the goods, the buyer shall pay corresponding installation and debugging expenses.

Article 9 Ownership and Risk Transfer

9.1 The legal ownership of goods and beneficial ownership will be transferred to the buyer after the seller received all funds related to the goods paid by the buyer.

9.2 The risk of loss or damage of the goods will be transferred to the buyer after the seller handed the goods over to the first carrier, and the buyer shall buy insurance for the goods on behalf of the seller in accordance with all prices of the goods; if required, the buyer shall provide insurance certificate.

Article 10 Intellectual Property

10.1 Any industrial or intellectual property of seller or any industrial or intellectual property of goods provided by the seller will not be transferred to the buyer (“intellectual property” including but not limited to patent, design right, copyright, trademark, database right, proprietary technology and information) in accordance with these conditions or contract. The buyer is forbidden to duplicate, reveal, copy or make reverse engineering to the design, drawing or goods provided by the seller without the written contents of the seller.

10.2 Any software or firmware implanted in goods will be provided only in accordance with permission, and their ownership belongs to the seller. The seller grants following permission to the buyer, namely, allowing the buyer to use this software or firmware in necessary degree of predetermined purposes of goods. This permission includes the right of granting sub-permission in accordance with the legal demand of sold goods. The allotted time of this permission is the life cycle of goods that implanted with software or firmware.

10.3 Regarding all compensations and costs suffered by the buyer because of infringing the intellectual property granted or registered in contract date or using or selling goods, the seller shall compensate the buyer. But this compensation is not suitable for any infringement caused by common use of the sold goods and any articles, equipment or devices nor any goods (or components) made in accordance with the design provided by the buyer. This compensation is based on following premises, namely, the buyer timely informs the seller of all infringement and claim for compensation in written forms and permits the seller to carry out lawsuit or negotiation on behalf of him at own expenses. In accordance with the provisions in article 15, above-mentioned obligations constitute all liabilities that shall be undertaken by the seller to the infringement of intellectual property.

Article 11 Quality Assurance

11.1 The seller guarantees that the goods sold by him are brand new, untapped and accord with the quality, specification and operating standard as stipulated in this contract. The seller

promises that there are no design, materials or craft defects when the goods are properly used and the goods could accord with the specification and requirements under the contract 12 months after the delivery of goods. "Proper use" points to make storage, installation, debugging, operation and maintenance in accordance with the seller's normative and good industry practice. The quick-wear parts are excluded in the guaranteed scope.

11.2 The seller's obligations under this guarantee are limited to repair or change (decided by the seller) the defective goods before the 12-month deadline after the delivery, or the seller decides to refund the charged purchase price to the buyer. If the seller chooses to repair the goods, the buyer shall send the goods back to the seller's site for repair at own expenses. The seller shall provide guarantee repair to the projects repaired or exchanged by the seller before the expiration of warranty period. The exchanged defective components constitute the seller's property. The premise that the seller fulfills above-mentioned obligations is that the buyer informs the seller of defects within 7 days after the delivery date or (no obvious defects are found out after reasonable inspection) within reasonable time after found out defects. The seller is not responsible for the disassembly, transportation, recombination and re-test costs of any affected goods under this guarantee.

11.3 Seller's obligations exclude the malfunction caused by abrasion, accidents, misuse, negligence, or repairing or changing goods without the permission of the seller.

11.4 This guarantee replaces and excludes all other guarantees or conditions (no matter oral, written, legal, ostensive or implicit) within the largest scope permitted by law. The liabilities of the seller and the remedial measures of the buyer to the defects of goods and any damages (no matter because of violation of contract, legal obligations, guarantees or negligence) aroused by the goods thereby are only limited to the contents stipulated in the seller's guarantee clauses. The seller is not responsible for any defects or damages happened after the above-mentioned warranty period.

11.5 The goods excluded in the guarantee repair scope could only be sent back after the buyer obtained the written approval from the seller in advance.

Article 12 Claim for Compensation

12.1 The relevant claim for compensation to the quantity of goods as stipulated in the contract shall be subject to the signed dispatch bill. The buyer must submit the claim to the seller in written form two (2) weeks after received the goods.

12.2 All claim for compensation caused by the inconformity between goods quality and /or performance and the technical index of this contract must be submitted to the seller in written form twelve (12) months after the delivery date. All claims for compensation under this contract must be submitted before above-mentioned deadline, otherwise, they are invalid.

Article 13 Force Majeure

13.1 If force majeure factors such as war, earthquake, strike, pestilence, impossible excess to site, warnings made by the government or other reasons beyond the reasonably controlled scope of both parties take place during the making or transportation process, the seller will not undertake liabilities. But the seller shall inform the buyer of above-mentioned circumstances and send he certificate of accidents to the buyer as evidence by airmail within 14 days later. However, the seller is still liable to adopt all necessary measures to speed up goods deal. Either party has the right to cancel this contract if the goods deal is postponed for more than 10 weeks because of force

majeure event. The buyer still needs to pay corresponding prices to the seller in accordance with all contract equipment provided before the termination of this contract, unredeemed costs of previous preparation, expenses owed to the sub-contractor and other similar expenses.

Article 14 Responsibilities

14.1 If the seller's services include the supervision and control to the equipment installation, then the seller shall give compensation regarding to the direct losses caused by his mistakes in the process of providing service to the equipment.

14.2 Though there are other provisions in this contract, total and accumulative liabilities of the seller or the buyer, no matter caused by the infringement (including mistakes or violating legal duties) of contract (including compensation and/or liquidated damages) or other reasons, shall not pass 20% of contract price.

14.3 Though there are other provisions in this contract, the seller neither needs to take charge for any profits, production, products, business change, contract earnings etc, penalty of the third party contract or expectant saved losses produced by the infringement (including mistakes or violating legal duties) of contract (including compensation) or other reasons nor any special, indirect or consequential losses.

Article 15 Termination and Suspension of Performance

15.1 Under one of following circumstances, the seller has the right to terminate and/or suspend the performance of this contract:

15.1.1 The buyer fails to pay all expenses or fails to fulfill all obligations under this contract on time;

15.1.2 The buyer goes bankrupt or is unable to repay debts.

15.2 Either party is not supported to issue a termination notice unless observes the explicit provisions in these conditions. The buyer shall pay off the residuals of the contract price of the delivered goods up to the notice day to the seller within 15 days after one party issued the termination notice of the contract.

Article 16 Confidentiality Clauses

16.1 Without the written approval of the other party, either party shall not reveal the business secrete or relevant information mastered during the performance process of the contract to any third party nor reveal the contents of this contract and relevant documentary materials to any third party. Unless otherwise required by laws and regulations.

16.2 The duty of confidentiality of both parties shall not be exempted because of the termination or dissolution of this contract.

Article 17 Governing Laws and Article on the Settlement of Disputes

17.1 Both the buyer and seller agree to accept the jurisdiction of the laws of the People's Republic of China.

17.2 Both parties involved shall settle all disputes caused by the performance of this contract or related to this contract through friendly negotiation. If both parties fail to reach a consensus through negotiation, they shall submit the disputes to the people's court possessing the right of jurisdiction in the place where the seller locates.

Article 18 Others

18.1 Any changes to these conditions shall be approved by the seller in written forms explicitly.

18.2 Orders made by the buyer in the seller's transaction platform are indivisible parts of this contract.