

# General Terms and Conditions of Purchase

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Version Date: October 2019

## 1. Scope of Application

1.1 Applicability: These General Terms and Conditions of Purchase (hereinafter referred to as “these Terms” ) apply to all purchase orders (hereinafter referred to as “Orders” ) issued by Ningbo Longwei Electric Appliance Technology Co., Ltd. (hereinafter referred to as “the Company,” “we,” or “us”) to suppliers (hereinafter referred to as “Supplier”). These Terms apply to all goods (hereinafter referred to as “Goods” ) and/or services (hereinafter referred to as “Services” ) purchased by the Company from the Supplier, whether the Goods are manufactured by the Supplier or procured from subcontractors or sub-suppliers.

1.2 Exclusion of Supplier’s Terms: These Terms are specifically intended to govern the contractual relationship between the Company and the Supplier. Any terms and conditions proposed by the Supplier that conflict with, deviate from, or supplement these Terms are expressly rejected and shall not become part of the contract unless we expressly agree in writing.

1.3 Future Transactions: These Terms likewise apply to all future transactions between the Company and the Supplier without special mention, unless otherwise agreed in writing by both parties.

## 2. Purchase Orders and Order Confirmation

2.1 Order Issuance: Purchase orders for Goods and Services shall be issued by the Company in written form, including electronic communication methods such as email or through our supplier portal.

2.2 Order Acceptance: The Supplier shall confirm acceptance in writing within five (5) working days upon receipt of the Order. If the Supplier does not confirm or raise objections to the Order within this period, it is deemed to have accepted the Order under these Terms.

2.3 Order Verification: The Supplier is responsible for reviewing the accuracy and completeness of the Order and related documents. Any discrepancies, ambiguities, or concerns must be promptly communicated to the Company in writing.

2.4 Order Changes: The Company reserves the right to request reasonable changes to the Order, including modifications to specifications, quantities, or delivery times. If such changes affect the agreed price or delivery time, the Supplier shall promptly notify the Company and obtain written approval before proceeding.

### **3. Prices and Payment Terms**

3.1 Prices: Unless otherwise agreed in writing, all prices stated in the Order are fixed prices and include all costs related to the supply of Goods and/or provision of Services, including packaging, transportation, insurance, and any applicable taxes or duties.

3.2 Invoices: Invoices shall be issued after delivery of Goods or completion of Services and must indicate the corresponding Order number, description of Goods or Services, quantities, and agreed prices.

3.3 Payment Terms: Unless otherwise agreed in writing, payment shall be made within thirty (30) days from the date of receipt of a correct and compliant invoice and receipt of Goods or completion of Services.

3.4 Set-off and Withholding: The Company has the right to offset any claims it has against the Supplier with amounts payable under any Order. Without the Company's prior written consent, the Supplier is not entitled to withhold deliveries or Services or to offset any claims.

3.5 Late Delivery: If the Supplier fails to deliver Goods or provide Services on time, the Company reserves the right to deduct penalties as stipulated in the Order or to require the Supplier to compensate for any losses arising from the delay.

### **4. Delivery and Transfer of Risk**

4.1 Delivery Terms: Goods shall be delivered to the location specified in the Order. If no location is specified, Goods shall be delivered to the Company's registered address.

4.2 Transfer of Risk: The risk of loss or damage to the Goods passes to the Company upon receipt and acceptance of the Goods at the designated delivery location.

4.3 Packaging and Shipping: The Supplier shall ensure that the Goods are properly packaged to prevent damage during transportation. All shipments must include appropriate documentation, including packing lists and delivery notes indicating the Order number.

4.4 Delay Notification: If any circumstances arise that may delay delivery or affect the quality of the Goods or Services, the Supplier must promptly notify the Company in writing.

### **5. Quality Assurance**

5.1 Compliance with Specifications: The Supplier warrants that all Goods and Services conform to the specifications, drawings, samples, and other descriptions provided or approved by the Company, as well as all applicable laws, regulations, and industry standards.

5.2 Quality Management System: The Supplier shall maintain a quality management system in accordance with internationally recognized standards (such as ISO 9001) and shall provide relevant certification upon the Company's request.

5.3 Inspection and Testing: The Company reserves the right to inspect and test the Goods after delivery. Acceptance of Goods is contingent upon satisfactory inspection results. If defects are found, the Company may reject the Goods and require the Supplier to repair, replace, or refund at the Supplier's expense.

5.4 Non-Conforming Goods or Services: If the Goods or Services do not meet the requirements of the Order, the Company may, at its discretion, require the Supplier to promptly correct the defects, provide suitable replacements, or issue a refund.

## **6. Intellectual Property**

6.1 Warranty of Non-Infringement: The Supplier warrants that all Goods and Services provided do not infringe any third-party patents, trademarks, copyrights, trade secrets, or other intellectual property rights.

6.2 Indemnification: The Supplier shall indemnify and hold harmless the Company from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from the alleged or actual infringement of intellectual property rights due to the supplied Goods or Services.

6.3 Ownership of Work Results: Any intellectual property created specifically for the Company as part of the Services shall become the sole property of the Company. The Supplier agrees to transfer all ownership, rights, and interests in such intellectual property to the Company.

## **7. Confidentiality Obligations**

7.1 Confidential Information: The Supplier shall keep confidential all non-public information obtained from the Company, including but not limited to technical, commercial, and business information (hereinafter referred to as "Confidential Information").

7.2 Use of Confidential Information: The Supplier shall use Confidential Information solely for the purpose of fulfilling obligations under the Order and shall not disclose it to any third party without the Company's prior written consent.

7.3 Return of Confidential Information: Upon completion or termination of the Order, the Supplier shall, upon the Company's request, return or destroy all Confidential Information, including any copies or reproductions.

## **8. Force Majeure**

8.1 Definition: Neither party shall be liable for failure to perform its obligations under the Order due to events beyond its reasonable control, including but not limited to natural disasters, wars, terrorism, governmental actions, or labor disputes (hereinafter referred to as "Force Majeure").

8.2 Notification: The affected party shall promptly notify the other party in writing of the occurrence of a Force Majeure event and its expected duration.

8.3 Rights under Force Majeure: If a Force Majeure event continues for more than thirty (30) days, either party may terminate the Order by giving written notice to the other party without liability.

## **9. Termination**

9.1 Termination for Cause: If the Supplier breaches any material obligation under these Terms or

the Order and fails to correct it within a reasonable period specified by the Company, the Company may immediately terminate the Order in whole or in part by written notice.

9.2 Effects of Termination: Upon termination, the Company may return any delivered Goods to the Supplier at the Supplier's expense and receive a full refund of amounts paid. The Supplier shall compensate the Company for any losses or damages arising from the breach.

## **10. Compliance and Ethics**

10.1 Legal Compliance: The Supplier shall comply with all applicable laws, regulations, and standards, including but not limited to those relating to labor, environmental protection, health and safety, and anti-corruption.

10.2 Ethical Standards: The Supplier shall conduct business ethically, respect human rights, and avoid any form of discrimination, forced labor, or child labor.

10.3 Audit Rights: The Company reserves the right to audit the Supplier's compliance with the above requirements upon reasonable notice.

## **11. Applicable Law and Dispute Resolution**

11.1 Governing Law: These Terms and any Orders are governed by and construed in accordance with the laws of the People's Republic of China.

11.2 Dispute Resolution: Any disputes arising from or in connection with these Terms or any Order shall be resolved through friendly negotiation; if negotiations fail, either party may file a lawsuit with the competent People's Court where the Company is located.

## **12. Miscellaneous Provisions**

12.1 Entire Agreement: These Terms and the Order together constitute the entire agreement between the parties, superseding all prior agreements, understandings, and communications.

12.2 Amendments: Any amendments or modifications to these Terms or the Order must be made in writing and signed by authorized representatives of both parties.

12.3 Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain fully effective.

12.4 Assignment: Without the Company's prior written consent, the Supplier shall not assign or transfer any of its rights or obligations under the Order.

12.5 Notices: Any notices required under these Terms shall be made in writing and delivered to the addresses specified by both parties.

## **Company Profile**

Ningbo Longwei Electric Appliance Technology Co., Ltd. (hereinafter referred to as "the Company") is a high-tech enterprise specializing in fans, motor technology, electronic control, and aerodynamics. We are dedicated to researching and manufacturing high-quality air and

motion solutions, adhering to principles of technological innovation and quality excellence, to create maximum value for our customers.

## **Legal Disclaimer**

The Company reserves the right to the final interpretation of the products and services provided. Suppliers must comply with relevant laws, regulations, and the Company's requirements during cooperation with the Company. The Company is not liable for any losses caused by the Supplier's violation of contracts or legal provisions.

## **Privacy Policy**

The Company is committed to protecting the business information and privacy of Suppliers. We strictly comply with the "Cybersecurity Law of the People's Republic of China," the "Personal Information Protection Law of the People's Republic of China," and other applicable laws and regulations, adopting reasonable technical and managerial measures to ensure the security of Supplier information.

## **Contact Us**

For more information or any inquiries, please visit our official website or contact us through the following methods:

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## **Follow Us**

- Official Website: [www.longwellfans.com](http://www.longwellfans.com)
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