

General terms of Sales Agreement

This sales agreement (hereinafter referred to as the "Agreement") is signed and effective by and between the following two parties:

Pilz Industrial Automation (Shanghai) Co., Ltd. (located at [Room 210, 2nd Floor, Block B, No. 169 , Taigu Road, China (Shanghai) Pilot Free Trade Zone], hereinafter referred to as "Pilz" and [] (located at[], hereinafter referred to as the "buyer").

(Pilz and the buyer are collectively referred to as the "parties" and respectively referred to as a "party")

Whereas:

The buyer wishes to purchase _____ and other products from Pilz on its own or through its suppliers (see below for product definitions) for its own use in the People's Republic of China; and

Pilz is also willing to sell the above products to the buyer or its designated suppliers for the above purposes.

The two parties have reached the following terms through friendly negotiation for them to abide by:

I. Products and prices

1. Pilz sells to the buyer and the buyer purchases from Pilz the products listed in Annex I of this agreement (hereinafter referred to as the "products"), which forms a part of this agreement.

2. Upon agreement between the two parties, Pilz and the buyer can make adjustments to the scope of the product, unless the parties agree otherwise, the adjustment of the product scope does not affect the performance of other terms in this agreement.

3. The price of the product is detailed in Annex I (hereinafter referred to as the "product price"), and can only be adjusted by written consensus between the two parties.

4. The product price shall be regarded as the common trade secret of both parties, and both parties shall perform their respective confidentiality obligations in accordance with **Article 10** of this agreement. Pilz only provides quotations to the purchaser's designated company procurement department (or other personnel or other third-party suppliers (hereinafter referred to as "suppliers") designated in writing by the buyer. At the same time, the buyer shall ensure and urge the personnel and/or suppliers who accept the quotation to strictly abide by the confidentiality obligations under **Article 10** of this agreement.

II. Product order

1. The buyer should order products from Pilz in writing, and the order should be in the format shown in Annex II or the format otherwise agreed in writing by both parties.

2. If the buyer purchases products from Pilz through its supplier, the buyer shall inform Pilz in writing, and the supplier shall present the original purchase order issued by the buyer. The buyer shall also guarantee and urge its suppliers to conduct related transactions in full accordance with all the terms of this agreement, and acknowledge that any act of the supplier's execution of this agreement shall be deemed to be the buyer's performance of this agreement, and agrees to assume responsibility for such actions in accordance with the provisions of this agreement. When any supplier purchases products from Pilz for the first time, the supplier shall confirm in writing that it accepts all the terms of this agreement

and abides by all the obligations of the buyer under this agreement.

3. In the following, unless specifically stated otherwise, any reference to the buyer may refer to the buyer's supplier, and the explanation should be based on the context of the contract and the actual situation of contract performance.

III. Product delivery

1. Generally, for each product ordered under an order, Pilz will deliver the product to the buyer within 6 working weeks after receiving the purchase order from the buyer (including its suppliers), but since different products have different production and supply periods, the specific delivery date of the product shall be based on the date specified in the relevant order of the product or the date agreed in writing by both parties. If the buyer fails to make full payment in time under the conditions of Article 5, paragraph 2, Pilz's delivery period will be delayed accordingly.

2. The specific delivery location of the product shall be based on the location specified in the relevant product order or the location separately agreed in writing by both parties.

3. Pilz should pack the products in standard cartons and in a reasonable way suitable for relevant transportation conditions.

IV. Product acceptance and inspection

1. It is deemed that the product has been accepted by the buyer after Pilz has delivered the product to the designated place in accordance with the provisions of Article 3 and the receipt has been signed by the person designated by the buyer in writing.

2. The buyer should arrange personnel to receive and accept the products delivered by Pilz in a timely and reasonable manner. If the product cannot be received in a timely and complete manner due to the buyer's reasons, the buyer shall be deemed to have accepted the product once Pilz delivers the product to the designated location.

3. Party B or its trustee shall check and accept the goods on the spot immediately after delivery, and shall indicate any problem on the delivery note. If there is no indication or Party B is late in the check and acceptance, the goods will be deemed as qualified.

V. Payment

1. In the case that the buyer directly orders products from Pilz, the buyer shall pay the seller in accordance with the following item ():

(1) The buyer shall pay % of the purchase price, that is RMB yuan, within 3 days after the effective date of this agreement, and pay % of the purchase price within 3 days from the date of acceptance, that is RMB yuan.

(2) The buyer shall make payment to Pilz within forty-five (45) days after Pilz issues the relevant invoice for the product to the buyer.

2. In the case that the buyer orders products from Pilz through its supplier, Pilz will only deliver the product after receiving the full payment for the product, but if Pilz has not received the payment within forty-five (45) days after receiving the order, it shall have the right to cancel the order in writing without continuing to perform the obligation to deliver the products under the order.

3. Unless otherwise stipulated in this agreement or otherwise agreed in writing by both parties, delayed delivery of products or delayed payment of goods under any order shall not affect the fulfillment of other orders.

4. The buyer's obligation to pay for the goods and all other obligations in accordance with this agreement are absolute and unconditional, and are not subject to exemptions, offsets, defenses or counterclaims arising from any reason.

5. If Pilz fails to recover the payment, at Pilz's request at any time, the buyer shall unconditionally return any invoice issued by Pilz to the buyer in accordance with this clause; if Pilz has not issued any invoices to the buyer for the unpaid payment, Pilz shall not be obliged to issue such invoices to the buyer before receiving the corresponding payment.

VI. Use of the product

1. The buyer promises and guarantees that the buyer is the end user of the products purchased from Pilz in accordance with this agreement. All products are for its own use only, and the use area is limited to the territory of the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

2. If the buyer uses the product in violation of the provisions of Article 6, paragraph 1, Pilz will no longer be bound by any Pilz's obligations under this agreement.

VII. Product warranty period and other guarantees and limitation of liability

1. The warranty period promised by Pilz for the product is one (1) year (hereinafter referred to as the "warranty period"), which shall be calculated from the **date of issuance of the invoice**. The specific product quality assurance standards and scope are subject to the written quality assurance scope attached when Pilz delivers the products.

2. Pilz guarantees only for the interests of the buyer, that during the warranty period, under the condition of using the product in accordance with the product manual, the product shall comply with the product specifications published by the manufacturer at the time in all substantive aspects, and shall be free of defects in materials and manufacturing processes. For any defects of the product and discrepancies with specifications, Pilz's sole responsibility and all compensation available to the buyer shall be: Pilz decides to repair or replace parts or components that are defective or inconsistent with the quality specifications, and Pilz shall bear the cost of the repair and replacement. Any request based on the above warranty must be made to Pilz within the warranty period. The above warranty does not include any consumable parts or materials that are used at the same time as the replacement operation of the product.

3. Under the following circumstances, Pilz is not required to undertake any repair or replacement responsibility for any defects or inconsistencies of the product with any warranty under this agreement or otherwise agreed: (1) The product is not maintained and operated in a normal manner in accordance with the provisions of the user manual or any written instructions of the manufacturer, (2) Product defects or non-compliance with specifications are caused by or related to any service or maintenance provided by anyone other than Pilz, (3) Product defects or non-compliance with the specifications are caused by or related to any spare parts or replacement parts or parts not purchased from or installed by Pilz, (4) The product has been modified, used carelessly, abused or misused, (5) The product has been relocated, reinstalled or disassembled by anyone other than Pilz, (6) Product defects or non-compliance with specifications are caused by damage to the product after delivery that is not Pilz's fault, or (7) The buyer fails to report product defects and non-compliance with specifications to Pilz in writing within the warranty period.

4. If there is any claim related to the product or this agreement, including but not limited to any claim based on contract, tort or strict liability, Pilz's liability to the buyer in this regard shall not exceed the total

amount of product payment actually paid by the buyer to Pilz under this agreement. Neither party shall bear other profit losses, incidental losses, special losses, punitive damages or indirect losses to the other party under any circumstances, even if the party has been notified of the possibility of the above losses.

VIII. Ownership of the product

The ownership of the product will be transferred from Pilz to the buyer from the time of completion of the later of the delivery of the product or the payment of all amount payable under the contract.

IX. The risk of product loss

1. The risk of product loss is fully transferred to the buyer from the time the product is delivered to the buyer. From that time on, the buyer shall bear all risks of loss or damage to the product or risks of any other nature caused by any reason. The occurrence of the aforementioned risks shall not lead to the exemption of any obligations of the buyer under this agreement. The buyer shall immediately notify Pilz of any loss or damage to the product or risks of other nature. Once the aforementioned product loss or damage or other risks occur, the buyer shall, according to Pilz's decision, engage in (A) repairing damaged products, or (B) replacing lost or unrepairable products with products that are substantially the same as the products and in good condition and operating condition, or (C) immediately pay Pilz for the payment balance of all unpaid products.

2. The transfer of product risk in this article has nothing to do with the transfer of product ownership. Regardless of whether the product ownership has been transferred from Pilz to the buyer, the product risk will be transferred at the time agreed in this agreement.

X. Confidentiality

Either party of the contract and all its employees, senior managers, service personnel, agents and the suppliers designated by the buyer shall not disclose the technical data, proprietary or confidential information (hereinafter collectively referred to as "confidential information") of the Pilz, or any terms and conditions of this Agreement to any other person or entity without the written consent of the other party.

XI. Trademarks and trade names

Without the express written consent of Pilz, the buyer shall not use any trademark, trade name or other name of Pilz. Pilz has the right to grant or reserve the right of consent at its discretion. Any such trademarks, trade names or other names are the property of Pilz at any time, and any agreement in this agreement shall not be understood or interpreted as the grant of any license rights in the intellectual property owned by Pilz, including Implied permission or estoppel permission.

XII. General terms

This agreement shall be binding upon, and ensure to the benefit of the successors and permitted assigns of the parties to the agreement. This agreement is the entire arrangement between Pilz and the buyer on matters under the agreement. Any modification to this agreement shall be invalid unless made in writing and signed by both parties. All agreements and obligations that the buyer should perform in accordance with this agreement (including all payment obligations that the buyer should perform) will remain valid after the expiration or early termination of this agreement. If any provision in this agreement is unenforceable, then that provision shall be deemed deleted, but all other provision will remain in full force and effect.

XIII. Force majeure

If either party is unable to fulfil its obligations under this agreement due to earthquakes, typhoons, floods, or other natural disasters, fires, explosions, actions by civil or military authorities (including failure to obtain necessary export permits), labor disputes, riots, inability to obtain raw materials or parts, wars or any other unforeseeable event that the affected party cannot reasonably control (hereinafter collectively referred to as "force majeure events"), the affected party shall notify the other party in writing without delay, and provide detailed information about the event and documents proving the event within fifteen (15) days after the event, explaining the reasons for its failure to perform in whole or in part or delay in performing this agreement.

If a force majeure event occurs, neither party shall be responsible for any damage, increased cost or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Agreement. The party claiming the force majeure shall take appropriate measures to minimize or eliminate the impact of the force majeure, and strive to restore the performance of the contract affected by the force majeure event in the shortest possible time.

XIV. Notice

Any order, notice, claims, certificates, requests, demands or other communication required by this contract shall be in writing and sent to the address below (or other address specified by the other party in a similar notice) by personal delivery, fax, email, registered mail, reputable courier company or EMS. The date of service of the notice shall be determined in accordance with the following principles: if by personal delivery, it shall be deemed served at the time of delivery; if by fax, it shall be deemed served at the time of receipt of the fax confirmation; if by a courier company or EMS, it shall be deemed served on the fifth (5) day after being delivered to the courier company or picked up by EMS.

To: Buyer

Quotation and order operation:

Recipient:
Position: Customer Service
Address:
Tel:
Fax:
Email:

Recipient:
Position:
Address:
Tel:
Fax:
Email:

Technical support:

Recipient:
Position: Application Engineer
Address:
Tel:
Fax:
Email:

Other:

Recipient:
Position:
Address:
Tel:
Fax:
Email:

XV. Breach of contract and remedies

1. In any of the following situations: A) The buyer fails to pay any amount due to Pilz, including but not limited to any amount of the purchase of the product, and the buyer still fails to make the payment to Pilz within ten (10) days after Pilz sends the relevant written notice to it; or (B) The buyer fails to properly perform, meets or abides by any other terms and conditions of this agreement, and the behaviour continues to twenty (20) days after Pilz sends it a written notice; or (C) The buyer goes bankrupt or distributes its assets in any form for the benefit of its creditors; or (D) The buyer make any false or misleading representations or statements to Pilz, Pilz has the right to choose one or more of the following remedies within the scope permitted by applicable law:

- (i) Terminate this agreement;
- (ii) Collect any and all payments from the buyer for the purchase of the product, regardless of whether the payment has been due or will be due in the future;
- (iii) Receive any and all payments that should be paid for the product on or before the date of the buyer's breach of contract or the effective date of termination of this agreement, regardless of whether the payment has been due or is due in the future;
- (iv) Charge the buyer with any liquidated damages for any outstanding payments at the rate of one and a half percent (1.5%) per month;

2. All Pilz's remedies under this agreement are cumulative, which are other than the remedies prescribed by law, and can be exercised simultaneously or individually within the scope permitted by law. The use of any remedy does not mean that Pilz selects only the kind of remedy or excludes other remedies. Pilz's failure to exercise or delay in exercising any rights or remedies does not constitute a

waiver of such rights or remedies or a modification of the terms of this agreement. A waiver of the right against a breach of contract does not constitute a waiver of the right against other breaches or subsequent breaches.

XVI. Validity period

Unless terminated earlier in accordance with this agreement, the validity period of this agreement is one (1) year and shall take effect from the date of signing by both parties (hereinafter referred to as the "validity period").

XVIII. Applicable law

This agreement is governed by and construed in accordance with the laws of the People's Republic of China.

XVIII. Language

This agreement is made in Chinese. It can be translated into other languages for convenience. However, in case of conflict or disagreement, the signed Chinese version shall prevail.

XIX. Dispute resolution

Any dispute arising from or related to this agreement shall be settled through friendly negotiation between the parties to this agreement. If the dispute is not resolved through negotiation, a lawsuit can be filed to the competent court of Party A's location for settlement by litigation.

XX. Effectiveness and original agreement

This agreement will become effective after being signed and stamped by the representatives authorized by both parties. The original of this agreement is in duplicate with each party holding one copy. Both copies carry the same legal force.

XXI. Annual agency and distribution

If the buyer is a Pilz regional agent or annual distributor, it needs to sign an annual sales agency document with Pilz, and the sales of products shall be subject to the separately signed document.

Signature:

Signature: _____

Name:

Title:

Date:

Signature: _____

Name:

Title:

Date:

Annex I: Product and price list

Annex II: Order format

Sales order

Document number:

Purchase date:

Buyer:

Address:

Tel:

Contact:

Fax:

Seller: Pilz Industrial Automation (Shanghai) Co., Ltd.

Address:

Tel:

Contact:

Fax:

Validity of the contract:

Delivery time:

| Item | Material No. | Quantity | Product Description | Unit price without tax (CNY) | Price unit | Price without tax (CNY) |
|------|--------------|----------|---------------------|------------------------------|------------|-------------------------|
|------|--------------|----------|---------------------|------------------------------|------------|-------------------------|

Sum of items:

VAT

13.000%

Final value

CNY

Related terms

Company name: Pilz Industrial Automation (Shanghai) Co., Ltd.

Bank: Shanghai Pudong Development Bank Longyang Branch

Account number: 975 201 553 000 003 24

Signature:

Stamp:

Date:

Company name:

Signature:

Stamp:

Date:

Please provide or attach invoice information.