

# General Terms of Sale of E Fluid Technology Co., Ltd.

## Section 1 General provisions, Validity

1. These general terms and conditions of sale (T&Cs) shall apply to all our business relationships between us (i.e. E Fluid Technology Co., Ltd) and our business partners (hereinafter also known as Client). They shall also apply for all future goods and services or offers made to our Client, even if they are not agreed again separately, esp. when the Clients receive these T&Cs and do not file the explicit written objection during performance of the specific orders / contracts. .
2. Our T&Cs shall in particular apply to contracts on the sale and/or supply of movables (hereinafter also known as goods) regardless of whether we manufacture the goods ourselves or buy them in from sub-suppliers.
3. Only Our T&Cs shall apply. If the Client's general terms and conditions of business differ from, or are contrary to our T&Cs, they shall become an integral part of the contract only when we have expressly agreed to them, in particular, such general terms and conditions and/or such standard contractual clauses of the Client may apply only after signing these relevant documents by our legal representative and affixing our official company stamp.
4. Individual agreements made in an individual case with the Client (including side agreements, supplements and amendments) shall in all cases prevail over these T&Cs. A written contract or our written confirmation shall be definitive for the content of such agreements.
5. Legally relevant declarations and notices which are to be submitted to us by the Client after the contract is signed (e.g. periods of time to be set, notification of defects, declarations of withdrawal from the contract or reduction of the purchase price) must be made in writing for the purpose of legal validity.
6. References to the validity of statutory laws and regulations shall only be significant for the purposes of clarification. Consequently the statutory laws and regulations shall also apply, insofar as they have not been directly modified or expressly precluded in these T&Cs, even without such a clarification.

## Section 2 Offer, Conclusion of the contract

1. Our offers shall be subject to change without notice and non-binding, provided that they have not been expressly marked as being binding or include a specific period of acceptance. This shall also apply if we have handed over catalogues, technical documentation (e.g. drawings, plans, electronic files, calculations, costings, references to DIN standards), other product descriptions or documents – including those in electronic format, to the Client.
2. An order placed by the Client for goods shall be regarded as a binding offer to enter into a contract. Provided that there is nothing stated otherwise in the contract, we shall be entitled to accept this offer to enter into a contract within 30 days from receipt by us.
3. Acceptance may be stated either in writing, whereby written form (e.g. by order confirmation) shall suffice, or by means of delivering the goods to the Client.
4. The contract entered into in writing including these T&Cs alone shall apply to the legal relationship with our Client. This contract shall describe all arrangements between us and the Client. Verbal promises made by us prior to the contract being signed are not legally binding. Verbal arrangements shall be replaced by the written contract, unless they do expressly show that they are to continue to apply on a binding basis. Public comments (e.g. advertising statements, general sales promotion) made by us or by other third parties (e.g., manufacturers) shall not be regarded as an agreement on features and in particular do not include any promise of a guarantee.
5. Information from us about the goods or services (e.g. technical data, weights, dimensions, tolerances, load capacity) as well as presentations, e.g. in the form of drawings or diagrams shall only approximate values, unless their use for the contractually assumed purpose requires precise conformity. Given this, it is in particular not guaranteed characteristics, but merely the description or identification of our goods or services.  
  
Customary deviations in the trade and the deviations which arise as a result of legal provisions or which constitute technical improvements are allowed, provided that they do not impair the usage for the contractually intended objective. The same shall apply mutatis mutandis for the replacement of parts (e.g. parts of sub-assemblies) with equivalent parts.
6. Amendments to or supplements to the contractual agreements including these T&Cs must be made in writing to be valid. Apart from our directors and authorised signatories, our employees are not entitled to make verbal arrangements differing from written amendments and supplements. Messages sent by telecommunications (e.g. e-mails or fax messages) shall satisfy the requirement for written form, provided that the copy of the signed declaration is forwarded.

## Section 3 Delivery, Passing of risk, Acceptance, Default in taking delivery, Part-deliveries

- 1.

The terms of delivery are ex works, i.e. delivery at our works, which also refers to the place of performance for the delivery and any cure which may have to be rendered. At the Client's request and expense the goods shall be despatched to another destination (delivery to a place other than the place of performance). Unless an agreement has been made otherwise, we shall be entitled to specify the method of despatch ourselves (in particular transport company, despatch route and packing). If we are responsible for installation work, the place of fulfilment shall be that place at which the installation work has to be carried out.

2. This risk of accidental loss, accidental deterioration of the goods shall pass over to the Client upon delivery of the goods. If the goods sold are to be delivered to a place other than the place of performance the risk of accidental deterioration of the goods as well as the risk of delay shall pass over to the Client as soon as the goods are delivered to the haulier, the freight forwarder or to any other person or organisation appointed to despatch the goods. Insofar as acceptance test has been agreed, passing of risk shall be dependent upon the successful acceptance test. The statutory regulations in contracts for work and services law shall, moreover, also apply for an agreed acceptance test. If the Client delays in taking delivery of the goods or delays in accomplishing the acceptance test, it shall be the equivalent in terms of the passing of risk as delivery and/or acceptance should have done.
3. Insofar as acceptance test has to take place, the goods shall be regarded as having been accepted, if
  - The delivery and, provided that we are also responsible for installation, installation, has been completed,
  - We have notified the Client that the goods/services are ready for the acceptance test, and, pointed out the consequence that the acceptance shall be deemed as having been accomplished in this paragraph and have called upon the Client to confirm acceptance,
  - After delivery or installation, 14 calendar days have passed or the Client has begun to use the goods and in this case 10 working days have elapsed since delivery or installation, and
  - Our Client has failed to grant acceptance within this period of time without any justified cause.

4. If the Client delays in taking delivery, if the Client is failing to co-operate or if our delivery is delayed for other reasons for which the Client is responsible, we shall consequently be entitled to demand compensation for the loss incurred including additional expenditure (e.g. storage costs). We shall charge a lump sum as compensation amounting to RMB 1,000.00 per calendar day beginning with the second day of expiry date of delivery period or – in the absence of a delivery period – with the date of notification that the goods are ready for despatch. Our right to prove that we have suffered a greater loss and our statutory rights (in particular for compensation for additional expenditure incurred by us, reasonable compensation, right of termination) shall remain unaffected. The lump sum is however to be offset against additional claims for money.

5. We shall be entitled to deliver part deliveries, if the part delivery can be used by our Client as part of achieving the use intended by the contract, we have guaranteed that the remaining goods ordered will be supplied and our Client does not incur any considerable additional expenditure or additional costs as a result of this (unless we declare that we are prepared to take over such costs).

## Section 4 Delivery period, Default in delivery, Call-off

1. The delivery period shall be agreed individually and/or stated by us when accepting an order. Periods of time and deadlines tentatively offered for supplying goods and services shall always only apply as approximations, unless a fixed period of fixed date has been expressly agreed. Provided that this is not the case, the delivery period shall be at least 12 weeks as from the effective date of the contract. The delivery period will have been observed if the goods have left our works by its expiry, or we have notified the Client that the goods are ready for despatch. If a despatch has been agreed, delivery periods and delivery dates shall refer to the date when the goods are handed over to the haulier, freight forwarder or other third party contracted to transport the goods.
2. The compliance with periods set for delivering goods and rendering services is conditional upon the requirement that our Client has fulfilled all its contractual obligations. Without prejudice to our rights in case of our Client's delay in performance, we may demand an extension of periods set for delivering goods and rendering services or the postponement of dates for delivering goods and rendering services by the duration of the delay plus a reasonable start-up period, if our Client fails to fulfil its contractual obligations and/or responsibilities.
3. Provided that we are unable to comply with binding delivery periods for reasons for which we are not responsible (non-availability of performance), we shall inform the Client of this straight away and at the same time notify the Client of a probable new delivery period. If the performance remains unavailable within the new delivery period either, we shall be entitled to cancel the contract in whole or in part. We shall refund the consideration already rendered to us by the Client straight away. For these purposes if we are not supplied on time by our sub-supplier in particular, this shall be regarded as an instance of non-availability of performance, provided that we have entered into a congruent hedging transaction and neither we nor our supplier shall be responsible for such non-availability of performance. The same shall apply mutatis mutandis if we are not obliged in a given case to procure things.

- 4.

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Our delay in delivery shall be determined in accordance with the statutory laws and regulations. In all cases the Client shall however have to send us a written reminder.

5.

If we find ourselves in default with supplying our goods or services or if it becomes impossible, regardless of whatever reason, for us to supply goods and services, the liability on our side shall consequently be limited to paying compensation for damages in accordance with Section 9 of these T&Cs. Our rights when our performance obligation is precluded (e.g. as a result of impossibility or unreasonable to expect us to render performance and/or a cure) shall not be affected as a result.

6.

We cannot be held liable for impossibility of delivery or for delays in delivery, insofar as these have been caused by force majeure or other events which could not have been foreseen when the contract was signed. This shall apply, for example, for operational disruptions of all types, difficulties in the procurement of materials or power, transport delays, strikes, lawful lock-outs, labour shortages, power shortages or shortages in raw materials, difficulties in obtaining official consents required, for which we are not responsible. Provided that such events make it much more difficult or even impossible to supply goods or to render performance or the hindrance is not only of a temporary nature, we shall be entitled to terminate the contract. If hindrances are of a temporary nature, the periods of time allowed for delivery or performance shall be extended by the duration of the hindrance plus a reasonable period of time to allow for start-up. Insofar as the Client cannot be expected to accept the deliveries or performances as a result of the delay, the Client may terminate the contract by making a written statement to us to that effect straight away.

7.

If delivery by call-off order has been agreed, all call-off orders shall be placed by our Client latest within 12 months as from the conclusion of contract, unless an agreement has been made otherwise in writing.

### Section 5 Prices, Terms of Payment, Offsetting, Discrepancies in quantities

1.

The prices shall be determined in accordance with the contractual agreements made with our Client. They shall apply to the scope of delivery and performance stated in the order confirmations. The prices are in RMB, quoted ex works plus the rate of value added tax in force at that time and plus packing costs. Customs duty and fees and other public duties will be added to export orders. Additional or special performances will be invoiced separately. Provided that the agreed prices are based upon our list prices, and the goods are to be delivered only after more than four months as from the effective date of the contract, our list prices in force when the goods are delivered shall apply (minus any percentage or fixed discount which may have been agreed).

2.

For a sale by delivery to a place other than the place of performance (Section 3 Para. 1) the Client shall bear the transport costs ex stock and the costs of any transport insurance requested by the Client. With the exception of pallets and lattice boxes and other reusable containers, we shall not take back transport packing or any other packing/packaging, unless the Client assumes the recycling expenses and costs in this regard.

3.

The purchase price shall be due for payment and payable in full within 14 days from presentation of invoice and delivery or acceptance of the goods, unless an agreement is made otherwise in writing. For contracts in which the value of goods to be delivered is in excess of RMB 50,000, we shall, however, be entitled to demand a down payment of 50% of the purchase price. The down payment shall be due for payment and payable within 14 days from presentation of invoice.

4.

The Client shall be in default when the above period of time allowed for payment expires. Default interest is to be paid at 150% of RMB benchmark lending rate of the same period published by the People's Bank of China. We shall reserve the right to assert a claim for damages over and above the default interest above. Our entitlement to commercial interest payable from the due date of payment shall not be affected.

5.

Without our prior written consent, the Client shall not be have offsetting rights or rights of retention.

6.

If, after the contract has been entered into, it becomes apparent that our claim to the purchase price is jeopardised as a result of the Client being unable to render his performance (e.g. as a result of an application being made to open insolvency proceedings), we shall consequently be entitled under the statutory regulations to refuse performance and – if necessary after setting a period of time for the Client to render its performance – to terminate the contract (Article 68, 69 of the Chinese Contract Law). Contracts for the manufacture of non-fungible things (Special productions) we may terminate the contract immediately.

7.

Samples provided by us shall generally be invoiced. After a sample is approved, no defect exists if goods are supplied in compliance with such sample. If we manufacture the goods according to the specifications of samples provided by the Client, this shall not mean that we shall furnish a manufacturer's guarantee.

### Section 6 Reservation of title, Tools

1.

We shall reserve the title to the sold goods until all our current and future accounts from supply contracts and under a continuous business relationship

have been paid in full. The goods as well as the goods replacing them covered by the reservation of title in accordance with the terms and conditions below shall be known below as "goods subject to reservation of title". Our Client shall keep the goods subject to reservation of title in safe-keeping for us free of charge.

2.

The goods subject to reservation of title must not be pledged or assigned by bill of sale as a security to third parties before payment for the secured claims has been made in full. Our Client has to inform us straight away in writing if, and insofar as, third parties have seized the goods subject to reservation of title, to enable us to enforce our ownership rights. Provided that the third party should not be in a position to reimburse us for the costs incurred by us in or out of court in connection with enforcing our ownership rights, our Client shall be liable to us for them.

3.

If the conduct of our Client is in breach of contract, in particular if it fails to pay the purchase price payable, we shall be entitled to terminate the contract in accordance with the statutory laws and regulations and/or to demand the return of the goods subject to reservation of title. The demand for the return of the goods shall not at the same time constitute the declaration that we terminate the contract. We shall, instead, be entitled to only demand the return of the goods and to reserve the right of termination of the contract. If our Client does not pay the purchase price payable, we may only assert these rights if we have set our Client a reasonable period of time beforehand to pay the purchase price and the Client has not done so or if we do not have to set such a period of time for payment by law.

4.

Our Client shall be entitled to process and sell the goods subject to reservation of title in a proper commercial transaction. Resale is not allowed if our Client is in arrears with making his payments to us or if an application for insolvency proceedings has been opened on the Client, such insolvency proceedings have been opened or if an application for such insolvency proceedings to be opened was rejected on account of insufficient assets as well as in cases in which the Client stops trading or stops making his payments. In each case we shall then be entitled to object to the resale of the goods subject to reservation of title for an important reason.

5.

If the goods subject to reservation of title are processed by our Client, they shall consequently be processed for our account and in our name as manufacturer. We shall acquire direct ownership of them or – if they are processed out of materials supplied by more than one owner, or if the value of the processed materials is higher than the value of the goods subject to reservation of title – co-ownership (fractional ownership) of the newly created thing in proportion to the value of the goods subject to the reservation of title to the value of the newly created thing. In the event that we should not acquire such ownership, our Client shall assign to us here and now his future title or – as described above – co-ownership in the newly created thing as a security. If the goods subject to the reservation of title are connected or indivisibly mixed with other things to become jointly-owned property, and if one of the other things is to be regarded as the main thing, the Client shall, insofar as the main thing belongs to it, assign to us a proportion of the co-ownership in the jointly-owned property according to the aforesaid provisions.

6.

In the event that the goods subject to reservation of title are resold, our Client shall assign the claims against the buyer resulting from it for security reason to us; in the event that we have co-ownership of the goods subject to reservation of title, the Client shall assign a proportion of the account reflecting the proportion of our co-ownership. The same shall apply to claims which replace the goods subject to reservation of title or arise with regard to the goods subject to reservation of title, such as, for example, insurance claims or claims based on tort law in the event of loss or destruction of the goods.

7.

We shall authorise our Client on a revocable basis to collect in its own name the accounts assigned to us, insofar as the Client is not in default with its payments to us, an application has not been made to open insolvency proceedings on its assets, no insolvency proceedings have been opened, or insolvency proceedings have been rejected on account of insufficient assets and our Client has not stopped trading or making payments. Under any circumstance we shall be entitled to revoke our authorisation to the Client to collect accounts.

8.

We shall undertake not to collect an account insofar as the Client fulfils its payment obligations to us, does not fall into arrears with its payments, an application has not been made to open insolvency proceedings on its assets, no insolvency proceedings have been opened, or insolvency proceedings have been rejected on account of insufficient assets and there is no other defect in its performance. If, however, this is the case, we may consequently demand that our Client informs us of the assigned accounts and the identity of the debtors and passes over all the information required by us to collect said accounts.

9.

If the marketable value of the securities exceeds our accounts by more than 20% we shall, as the request of our Client, release them as we choose.

10.

Even in the event that the full-cost pricing method is applied, tools shall not become the property of the Client – unless an agreement is made otherwise –. They shall remain our property.

### Section 7 The Clients warranty claims

1.

Provided that nothing is specified otherwise below, the statutory laws and regulations shall apply for the Client's rights in the event of quality defects or

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legal defects (including the wrong goods or quantity shortfalls being supplied as well as incorrect assembly or incorrect assembly instructions).

2.

Our liability for defects shall above all be based upon the agreement made governing the condition of the goods and/or performance service. Insofar as the condition was not agreed, assessment is to be made on the basis of the statutory laws and regulations whether or not a defect is extant (Article 61, 62 etc, Chinese Contract Law). All product descriptions constituting the subject-matter of the individual contract shall be regarded as the agreement on the condition of the goods. It shall not make any difference whether the product description comes from us, from the manufacturer or from our Client. We shall not be held liable for any public statements by the manufacturer or other third parties (e.g. advertising messages).

3.

The Client's warranty claims shall be subject to the fulfilment by the Client of its statutory obligation of inspection and notification (Article 157, 158 etc., of the Chinese Contract Law). That means that the goods supplied are to be inspected carefully straight away after they have been handed over to the Client or to third parties instructed to do so by the Client. If during the inspection or subsequently a defect becomes apparent, we are to be notified of this straight away in writing. Notification will be regarded as having been made straight away if it is made within 7 working days, whereby the period of time allowed for notification will be satisfied if notification has been sent on time. Irrespective of this obligation of inspection and notification the Client shall have to notify us in writing of manifest defects (including the delivery of incorrect goods or shortfalls in quantity) within 7 working days from delivery, whereby the period of time allowed for notification will be satisfied if notification has been sent on time. If the Client fails to carry out the inspection properly, and/or notify us of a defect, the goods supplied and/or the services rendered by us shall be deemed as qualified goods and/or services in conformity with the agreement.

4.

If the thing supplied is defective, we may first of all decide whether to effect a rectification by remedying the defect (repair) or by supplying a fault-free thing (replacement). Our right to refuse to effect a rectification in accordance with the statutory regulations shall not be affected by the above.

5.

We shall be entitled to make the rectification dependent upon whether the Client has paid the purchase price due. The Client shall however be entitled to retain a reasonable part of the purchase price in proportion to the defect.

6.

The Client shall have to allow us the necessary time and opportunity to carry out the rectification owed, in particular the rejected goods must be handed over for the purpose of inspection and/or if necessary for a cure at the place of fulfilment. In the event that a replacement is supplied, the Client shall have to provide the defective thing with carriage prepaid to the place of fulfilment. If the notified defect is justified, we shall remunerate the Client the costs of the cheapest despatch route. This shall not apply if the costs have been increased because they are located at another place other than the place of fulfilment. If, however, it turns out that the Client's request for a defect to be rectified is unjustified, we may demand that the costs incurred by us for this are reimbursed by the Client, unless the Client was unable to identify that the goods were not defective.

Only in urgent cases, e.g. if operational safety is at risk or to avert disproportionate damages, the Client shall be entitled to rectify the defect itself and to demand that we reimburse the Client the expenses incurred by the Client which are necessary from an objective view. We are to be informed straight away if the Client intends to carry out a repair itself, and beforehand if possible. The Client shall not be entitled to carry out a repair itself if we would have been entitled to effect a corresponding cure in accordance with the statutory regulations.

7.

The rectification shall not include the removal of the defective thing or reinstalling it again if we were not originally obliged to install it.

8.

If the rectification is unsuccessful or if a reasonable period of time to be set by the Client for the cure to be carried out has elapsed without a cure having been effected, or if such a period of time does not have to be set under the statutory regulations, the Client may terminate the contract or reduce the purchase price. The Client shall not, however, be entitled to terminate the contract on account of a minor defect which does neither impair the overall function of the delivered goods / services nor undermine the accomplishment of the main purpose of the contract.

9.

The Client's claims for compensation for damages or the reimbursement of expenditure he has incurred in vain shall only exist subject to the proviso of Section 9 hereof and shall not otherwise be recognised.

10. When selling used movables, no rights on account of defects and all compensation claims for damages shall be recognised. The above regulations on the exclusion of compensation claims for damages for used things shall not apply for damages arising from death, personal injury or physical harm, if we are responsible for our obligations according to the Chinese product liability laws and regulations.

11.

If products manufactured by other manufacturers (e.g. individual components, components of sub-assemblies) are defective and we are unable to remedy them on account of licencing or other actual reasons, we shall, as we choose, assert our warranty claims against the manufacturer and/or supplier on behalf of our Client or assign our claims to the Client. Warranty claims asserted against us shall only exist for such defects subject to other preconditions and in accordance with these T&Cs, if enforcement of the above-named claims against the manufacturer and supplier were unsuccessful in court or for

example there is no prospect of success as a result of them being insolvent. During the legal dispute the period of limitation of the respective warranty claim of our Client towards us shall be suspended.

12.

The warranty shall not be valid if the Client modifies the item supplied without our consent or allows it to be modified by third parties and as a result of this it becomes impossible or unreasonably more difficult to rectify the defect as a result thereof. In all cases our Client shall have to bear the additional costs of having the defect rectified as a result of the modification.

### Section 8 Proprietary rights – Copyrights etc.

1.

We shall reserve the title right and/or copyright to all the offers and cost estimates submitted by us as well as to those documents which we provide to our Client, such as, for example, drawings, diagrams, calculations, catalogues, models, tools and other documents and tools. The Client must not allow any third parties to have access to such items or documents without our express consent either as such or their contents and the Client must not divulge them, use them itself or through any third parties or reproduce them. Our Client must return them in full to us upon our request and destroy any copies of them there may be, if they are no longer required in a proper commercial transaction or if negotiations do not result in conclusion of the contract.

2.

Each Party to the contract shall notify the other straight away, if claims are asserted against this party on account of a breach of third party's industrial proprietary rights or copyrights.

3.

In cases in which the supplied item is in breach of the third party's industrial proprietary right or copyright, we shall, as we choose, and at our expense, modify or replace the item supplied in such a way so that no third party's rights are breached any longer, but the supplied item continued to fulfil the contractually agreed function or we procure the right of use for our Client by entering into a licence agreement. If we are unable to do this within a reasonable period of time, our Client shall be entitled to terminate the contract or to reduce the purchase price as appropriate. Any compensation claims for damages our Client may have shall be subject to the restrictions in the following arrangements in Section 9.

4.

If we manufacture according to the instructions of our Client, or if we render services according to the Client's specifications, the Client shall be obliged to exempt us from any third party's claims which may be asserted against us on account of breaches of proprietary rights / copyrights and the alike.

### Section 9 Compensation for damages, other liability

1.

Insofar as there is nothing stated otherwise in these T&Cs including the following provisions, we shall be liable for in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory laws and regulations.

2.

We shall be liable for compensation for damages – regardless of whatever legal reason upon which they are based – within the framework of fault-based liability in case of intent and gross negligence. In case of ordinary negligence we shall be liable subject to a more lenient scope of liability in accordance with statutory laws and regulations (e.g. for diligence we exercise in our own matters) only

a)

for damages arising from death, personal injury or physical harm,

b)

for damages arising from a breach of an important contractual duty (that means an obligation the fulfilment of which makes it possible to carry out the contract properly in the first place and upon compliance with which the other Party to the contract normally relies and may rely). In this case our liability shall however be limited to the reimbursement of foreseeable damages typically occurring.

3.

The limitations of liability arising in Paragraph 2 above shall not apply, insofar as we have maliciously concealed a defect or if we have furnished a guarantee for the condition of the goods. The same shall apply for the Client's claims under the Chinese product liability law and in the event of fraudulent intent on our part.

4.

The Client may only terminate the contract or serve notice of termination on account of a breach of duty not consisting of a defect, if we are responsible for the breach of duty. The Client shall not be entitled to an unrestricted right of termination (in particular in accordance with Article 268, Chinese Contract Law). Moreover, the statutory preconditions and legal consequences shall apply.

5.

The above exclusions of liability shall apply to the same extent for our executive bodies, legal representatives, salaried staff and other assistants.

6.

Insofar as our colleagues pass over technical information or act in an advisory capacity, and this information or advice is not included in the contractually agreed scope of performance owed by us, this shall be done on a cost-free basis with no liability.

### Section 10 Period of limitation

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1.  
Without prejudice to the inspection period stipulated in Section 7 Para. 3 above, the warranty period regarding quality defects and legal defects shall be one year as from the delivery date. Insofar as acceptance test has been agreed, the period of limitation shall begin when acceptance has been granted.

2.  
The Client's compensation claims for damages in accordance with Section 9 hereof as well as under the Chinese product liability laws and regulations shall, however, only become time-barred in accordance with the statutory period of limitation regulations.

**Section 11 Choice of law and Place of jurisdiction etc.**

1.  
These T&Cs and all legal relationships between us and the Client shall be governed by the law of the People's Republic of China. However, uniform international law and in particular, the UN law on sales [CISG] shall not apply.

2.  
The contractual language is English.

3.  
The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the courts having jurisdiction where our principal place of business is located.

4.  
Insofar as the contract or these T&Cs contain gaps, those legally valid regulations which the Parties to the contract would have agreed given the set economic objectives of the contract and the objective of these T&Cs, had they known about the gaps in the contract shall be regarded as having been agreed to fill those gaps.

**Status as at: October 2020**

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**STATEMENT OF ACCEPTANCE**

As the Client, we understand and agree to accept the above GTC (including the electronic version available on the website of [www.e-fluid.com](http://www.e-fluid.com)).

Name of Client: \_\_\_\_\_

Place & Date: \_\_\_\_\_