

CONDITIONS OF PURCHASE

These are the standard terms and conditions (the “**conditions**”) referred to in the Order placed by the Company with the Seller (which conditions shall also apply to each quotation submitted by the Seller that is accepted by the Company):

1. Wherever the following expressions are used in these conditions, they shall have the meanings respectively given to them below:
 - 1.1 “**Company**” means **PH Industrial Trading (Ningbo) Co. LTD.**, having its Registered Office at No.1-3 Block #3, No. 38, Yongjiang Road, Beilun District, 315800 Ningbo, PR China (including its successors and permitted assignees);
 - 1.2 “**Seller**” means the person, firm or company the person from whom the Company orders the Goods;
 - 1.3 “**Contract**” means the contract between the Company and the Seller for the purchase of the Goods, which contract shall be constituted solely by (i) these conditions and (ii) the Company’s Order for the Goods and the Seller’s acceptance thereof or the Seller’s quotation and the Company’s acceptance thereof (as the case may be) (and, for the avoidance of doubt, the Seller’s delivery of the Goods will be deemed to constitute conclusive evidence of the Seller’s acceptance of the these conditions);
 - 1.4 “**Goods**” means the goods of the nature, specification and quantities identified in the Contract;
 - 1.5 “**Order**” means any purchase order submitted to the Seller by the Company;
 - 1.6 “**Parties**” means the Company and the Seller (and “**Party**” means either of them);
 - 1.7 “**Price**” means the price set out in the relevant Order or Seller’s quotation (as the case may be) comprised in the Contract (and “**Prices**” shall be construed accordingly);
 - “**PRC**” means the People’s Republic of China;
 - 1.8 “**Confidential Information**” means all and any information provided to the Seller by the Company that is expressly stated to be confidential or ought to be considered confidential (however such information is conveyed or presented to the Seller and/or on whatever media such information is stored) and also includes (i) any information of the Company which, if disclosed by the Seller to a third party, would, or would be likely to, prejudice or adversely affect any commercial interest, trade secret, intellectual property right and/or know-how of the Company; and (ii) any data which should be protected under any applicable laws and regulations of the PRC relating to data protection;
 - 1.9

- 1.10 **“Delivery Point”** means the address or location where delivery of the Goods is to take place under Clause 12 (as specified in the relevant Order or Seller’s quotation (as the case may be) comprised in the Contract);
- 1.11 **“Force Majeure Event”** includes any act, event, non-occurrence, omission or accident beyond a Party’s reasonable control and includes the following:
- 1.11.1 protestor action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, national emergency, war (whether declared or not) or threat or preparation for war;
 - 1.11.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 1.11.3 governmental restrictions on or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 1.11.4 acts, decrees, legislation, regulations or restrictions of any government or governmental body.
2. The Contract shall come into existence between the Parties (and these conditions shall become binding on and enforceable by the Parties) on and from the date that (a) in the case of an Order of the Company, the Seller issues a written acceptance of the relevant Order or (b) in the case of a quotation of the Seller, the Company issues to the Seller a written acceptance of the Seller’s quotation (whichever is the first to occur). In the event of any conflict, inconsistency or ambiguity existing or arising between any provisions of (i) these conditions and (ii) the relevant Order placed by the Company or the relevant quotation issued by the Seller (as the case may be), the provisions of these conditions shall, in each and every case, prevail unless the Seller is otherwise notified in writing by the Company. If, at any time, either Party is or becomes aware of any material error or omission in any of the documents comprising the Contract, such Party will immediately notify the other Party of the relevant error or omission and the Parties shall then both use all reasonable endeavours and diligence to agree how the relevant error or omission shall be resolved.
3. The Parties acknowledge and agree that no provision of these conditions shall be construed or interpreted against, or to the disadvantage of, the Company on the grounds that these conditions represent the Company’s standard or customary terms and conditions of business and, as the Parties have had the opportunity of obtaining legal advice in relation to the Contract prior to it coming into existence, no provision of the Contract shall be construed against the interests of the Party imposing the provision.

4. No express limitation, exclusion, disclaimer or other provision of the Contract shall be interpreted or construed as limiting or excluding the liability of either Party for any acts of fraud or fraudulent misrepresentation that they may commit.
5. The Parties respectively acknowledge and agree that (a) any Order for Goods issued by the Company to the Seller is given on the basis that a binding contract shall only come into existence in accordance with the provisions of Clause 2 and (b) any quotation issued by the Seller shall remain valid and open for written acceptance by the Company within the period of validity specified in such quotation, which period shall be not less than thirty (30) days from the date of issue of such quotation to the Company.
6. No purported variation of and/or addition to the Contract or these conditions in any document or communication of the Seller shall be binding on the Company unless and until it has been accepted as such in writing by the Company to the Seller. References in these conditions to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
7. Where a date for delivery or period for delivery of the Goods by the Seller is specified in the Contract and such date or period is not replaced or extended by written agreement between the Parties (or pursuant to the provisions of Clause 21 or Clause 22) before the occurrence of such date of delivery or the expiry of such period for delivery, the Seller shall deliver the Goods to the designated Delivery Point on or before such date or before the expiry of that period (as applicable). Any breach of the Seller's obligations under this Clause 7 will be deemed a material breach of the Contract entitling the Company to immediately terminate the Contract.
8. The following provisions apply to the Goods to be supplied by the Seller under the Contract:
 - 8.1 The quantity and description of the Goods to be delivered by the Seller will be as set out in the relevant Order or quotation (as the case may be) comprised in the Contract and/or in any applicable specification supplied or advised by either Party to the other before the date that the Contract comes into effect pursuant to Clause 2.
 - 8.2 The Seller will comply with all applicable standards, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

- 8.3 The Company will have the right to inspect and test the Goods (at their place of manufacture, fabrication, assembly and/or storage) at any time prior to their delivery by the Seller, subject to the Company giving prior notice to the Seller. The Seller will not unreasonably refuse any request by the Company to carry out any such inspection and testing of the Goods (or any of them) and will provide the Company and its representatives with all such facilities and assistance as are reasonably required by the Company to undertake such inspection(s).
- 8.4 If, as the result of any inspection or testing of Goods undertaken by or on behalf of the Company pursuant to Clause 8.3, the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Seller within thirty (30) days of such inspection or testing, the Seller will (at its own expense) take all steps necessary to ensure the compliance of the Goods with the Contract. Without prejudice to any other rights or entitlements of the Company under the Contract, any failure by the Seller to fulfil this obligation will be deemed to be a material breach of the Contract by the Seller entitling the Company to immediately terminate the Contract under Clause 24.
- 8.5 Notwithstanding any such inspection or testing of Goods by or on behalf of the Company, the Seller will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Seller's obligations under the Contract.
- 8.6 The Seller acknowledges that precise conformity of the Goods with the provisions of the Contract is a material term of the Contract and the Company will be entitled to reject the Goods (or any of them) or terminate the Contract under Clause 24 if the Goods (or any of them) are not in full conformity with the provisions of the Contract in any respect whatsoever. Any breach by the Seller of this Clause 8.6 is deemed to be a material breach of the Contract by the Seller entitling the Company to immediately terminate the Contract under Clause 24.
- 8.7 The Company may at any time make changes in writing relating to any Order, including, without limitation, changes in the Goods' specifications, method of shipment, quantities, packing and/or time, manner or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract by the Seller an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Seller proceeds to implement such changes.
- 8.8 In respect of the Goods the Seller will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customs, relevant national standards, applicable Eurocodes, statutory requirements and regulatory bodies.

- 8.9 Save where the purpose for which the Goods are to be used is specified in the relevant Order or Seller's quotation (as the case may be) comprised in the Contract, it is the responsibility of the Seller to acquaint itself with the purposes for which the Goods supplied are to be used.
9. The following provisions of this Clause 9 apply to the Price(s) payable for the Goods:
- 9.1 Subject to Clause 9.2, the only monies to be paid by the Company in connection with the supply of the Goods is the Price or (as the case may be) the Prices, which shall be deemed to be inclusive of all costs and expenses incurred by the Seller including all packaging, insurance, carriage and delivery costs.
- 9.2 Any sum payable under the Contract is exclusive of Value Added Tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) ("**VAT**") which VAT shall be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying Party of a valid VAT invoice.
- 9.3 The Seller shall not be entitled to increase the Prices in any circumstances without the prior written approval of the Company.
- 9.4 If the Seller fails to deliver the Goods (or any of them) in accordance with Clause 12 and the relevant Order or Seller's quotation (as the case may be) comprised in the Contract, the Seller shall, without prejudice to any other right, remedy or entitlement of or available to the Company, at the Company's option, pay to the Company liquidated damages at a rate equal to two percent (2%) of the aggregate Price payable in respect of the undelivered Goods for each day or part thereof that delivery of the Goods is delayed. The Parties respectively acknowledge and agree that such liquidated damages represent a reasonable and genuine pre-estimate of the loss that the Company is likely to suffer as a result of the delayed delivery of Goods by the Seller, subject to the maximum liquidated damages payable under this Clause 9.4 not exceeding a sum equal in aggregate to ten percent (10%) of the total Price payable for the Goods.
10. The following provisions of this Clause 10 apply to payment for the Goods:
- 10.1 Subject to the Seller performing its obligations in accordance with the terms of the Contract, the Company shall pay the Price(s) to the Seller in accordance with this Clause 10.
- 10.2 The Seller shall invoice the Company for the Prices for the Goods following delivery of the Goods in accordance with Clause 12.
- 10.3 Each invoice shall (a) be a valid VAT invoice containing the following minimum information: the date and number of the Seller's invoice, the Seller's VAT

registration number, the nature, quantity and Price(s) applicable to the Goods to which the invoice relates and the amount of VAT payable on the total Price for the Goods and (b) be sent to the Company at the address set out below (or such other address and/or individual as may be notified by the Company to the Seller from time to time).

- 10.4 Subject to Clause 10.6, each invoice of the Seller shall be payable by the Company by the end of the calendar month following the month in which the Seller's invoice is received by the Company. All payments under the Contract shall be made in Renminbi (RMB) or such other currency as reasonably determined by the Company based upon the location of the Parties.
- 10.5 Notwithstanding any purported contrary appropriation by the Seller, the Company shall be entitled, by giving written notice to the Seller, to appropriate any payment by the Company to any invoice issued by the Seller.
- 10.6 The Company shall be entitled to set-off any liability which the Seller owes to the Company against any liability which it owes to the Seller, whether such liability is present or future, liquidated or unliquidated, under the Contract or under any other contract between the Parties or other cause of action and irrespective of the currency of its denomination.
- 10.7 Subject to Clause 10.6, if any sum payable under the Contract is not paid on or before its due date for payment, the Seller shall be entitled to charge the Company interest on that sum at two percent (2%) per annum above the base rate promulgated by the People's Bank of China from time to time for a one year loan from the due date for payment until the date of actual payment (whether before or after judgment), such interest to accrue on a daily basis.
- 10.8 No payment made by the Company to the Seller, whether under the Contract or otherwise, shall constitute acceptance by the Company of the Goods or extinguish the Seller's liability or otherwise prejudice any rights, remedies or entitlements which the Company may have against the Seller including the right of the Company to recover any amount overpaid or wrongfully paid to the Seller.
11. Save where expressly stated in the Order or Seller's quotation (as the case may be) comprised in the Contract, the Seller may not deliver the Goods by separate consignments or invoice the Price for a consignment separately. If the Company agrees to the delivery of consignments of the Goods, the Contract will be construed as a separate Contract in respect of each consignment, and without prejudice to any other right or remedy available to the Company, the Company will have the right, but not the obligation, to:
 - 11.1 treat the Contract as repudiated if the Seller fails to deliver any consignment; and

- 11.2 reject any or all of the instalments if the Company is entitled to reject any one consignment.
12. The following provisions of this Clause 12 apply to delivery of the Goods by the Seller:
- 12.1 The Goods will be delivered (carriage paid) to the Delivery Point stated on the Order or Seller's quotation (as the case may be) comprised in the Contract. At the Delivery Point, the Seller will off-load the Goods at its own risk as directed by the Company.
- 12.2 The Goods will be delivered during the Company's normal office hours on the date for delivery or within the period specified in the relevant Order or Seller's quotation (as the case may be) comprised in the Contract, or if no such period is specified then within thirty (30) days of the date of the Contract. Any breach of the Seller's obligations under this Clause 12.2 will be deemed a material breach of the Contract entitling the Company to immediately terminate the Contract.
- 12.3 The Seller will ensure that:
- 12.3.1 the Goods are marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition;
- 12.3.2 each delivery of Goods is accompanied by a prominently displayed delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered;
- 12.3.3 before delivery the Company is provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Company will rely on the supply of such information from the Seller in order to satisfy its own obligations under any relevant laws and regulations of the PRC relating to health and safety; and
- 12.3.4 the Company is supplied on delivery of the Goods with all operating and safety instructions, warning notices clearly displayed and other information as may be necessary for their proper use, maintenance and repair for the Company to accept delivery of the Goods.
- 12.4 The Company reserves the right to mark the Goods immediately on delivery. This is undertaken for the purposes of security and the Company will not be

deemed to have accepted the Goods by reason of this nor will the Seller be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

- 12.5 No Goods supplied by the Seller earlier than the date for delivery under the Contract, will be accepted or paid for unless the Company notifies the Seller in writing of its intention to accept and pay for the same.
- 12.6 Without prejudice to the Company's other rights under the Contract, if the Goods are delivered to the Company in excess of the quantities contracted for, the Company will be entitled to retain but will not be bound to pay for such excess.
- 12.7 The Company will not be deemed to have accepted the Goods until it has had a period of seven (7) days to inspect them following the date of delivery thereof. The Company will also have the right to reject the Goods by giving notice thereof to the Seller (as though the Goods had not been accepted by the Company) a period of seven (7) days after any latent defect in the Goods has become apparent.
13. The Company authorises the Seller to use the Intellectual Property Rights of the Company for the purposes only of exercising its rights and performing its obligations under the Contract, provided that the Seller will have no other rights whatsoever in respect of the Intellectual Property Rights of the Company. The Seller warrants that neither the Goods, nor their use, resale or importation, infringes the Intellectual Property Rights of any third party except to the extent that any infringements or alleged infringements concern or arise from any specifications, drawings, samples or descriptions provided to the Seller by the Company pursuant to the Contract.
14. The Seller warrants, represents and undertakes to the Company that the Goods:
 - 14.1 will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller at or prior to the Contract being formed;
 - 14.2 will be free from defects in design, material and workmanship;
 - 14.3 will correspond in every respect with any specifications, drawings, samples or descriptions provided to the Seller by the Company;
 - 14.4 will comply with all statutory requirements, regulations and voluntary codes of conduct relating to the Goods and their sale and supply;
 - 14.5 will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health;

14.6 will be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract; and

14.7 will be performed to such standards of quality generally observed in the industry for similar services.

Any breach by the Seller of this Clause 14 shall be deemed a material breach of the Contract entitling the Company to immediately terminate the Contract.

15. Without prejudice to any other rights or remedies of the Company (whether express or implied), if the Seller breaches any terms of the Contract (including a failure or delay in delivery) or the Company terminates the Contract in accordance with its terms then the Company shall be entitled (but will not be obliged) to do any of the following (whether or not any of the Goods have been accepted by it):

15.1 cancel any or all remaining consignments if the Contract has not already been terminated;

15.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;

15.3 recover from the Seller any additional expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier;

15.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's breach of the Contract or failure to deliver the Goods on the due date or at all; and/or

15.5 during a period of twenty-four (24) months from the date of delivery, in respect of any Goods which do not conform with the provisions of Clause 14, require the Seller, at the Company's option, forthwith to replace or repair such Goods free of charge and any repaired or replaced Goods will be guaranteed on the terms of this Clause 15.5 for the unexpired portion of such twenty-four (24) month period.

16. The Seller shall indemnify, keep indemnified and hold harmless the Company in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Company incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Seller's obligations under the Contract, provided that this Clause 16 will not apply to any

breach or failure to perform or defect or delay in performance or negligent performance of Clause 33.

17. Where the Contract specifies that any manufacturer's instructions, guidance, specifications, drawings and/or other information in respect of the Goods ("**Seller's Data**") are to be supplied to the Company by the Seller in connection with the Goods, the Seller shall supply such Seller's Data to the Company on or before the date of delivery of the Goods under the Contract. The Company shall be entitled to place reliance on all or any Seller's Data supplied to it. Without prejudice to Clause 14, the Seller hereby warrants (a) the completeness and correctness of the Seller's Data and (b) that the Company's use of the Seller's Data in connection with the Goods will not infringe the Intellectual Property Rights of any third party.
18. Risk in and responsibility for the Goods shall pass from the Seller to the Company at the Delivery Point.
19. All specifications, materials, equipment, tools, dies, moulds and/or hard copy or electronic data (as the case may be) supplied by the Company to the Seller in connection with to the Contract will at all times:
 - 19.1 be and remain the exclusive property of the Company;
 - 19.2 be held by the Seller in safe custody at its own risk;
 - 19.3 be maintained and kept in good condition by the Seller until it is returned to the Company;
 - 19.4 not be disposed of other than in accordance with the Company's written instructions; and
 - 19.5 not be used by the Seller otherwise than as authorised by the Company in writing.
20. Without prejudice to any other right of termination contained in the Contract, the Company is entitled to cancel the Contract, in whole or in part, by giving written notice thereof to the Seller at any time prior to the date of delivery of the Goods or any consignment thereof, in which event the Company's sole liability hereunder will be to pay to the Seller fair and reasonable compensation for work-in-progress at the date of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
21. A Party shall not be in breach of the Contract or otherwise be liable to the other Party for any failure by it to perform or delay in performing its obligations under

the Contract to the extent that such failure or delay is due to the occurrence of a Force Majeure Event and, where the affected Party is the Seller:

21.1 the impact of that Force Majeure Event could not have reasonably been avoided or prevented by the Seller; and

21.2 the Seller has complied with the provisions of Clause 22.

22. If a Force Majeure Event occurs which affects the Seller's performance of any of its obligations under the Contract, the Seller shall:

22.1 promptly upon becoming aware of the occurrence of a Force Majeure Event give written notice thereof to the Company setting out details of the nature, extent and anticipated duration of the relevant Force Majeure Event, the expected impact of such Force Majeure Event on its ability to perform its obligations and the steps it is taking;

22.2 use all reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event;

22.3 keep the Company informed of all developments relating to the Force Majeure Event and the steps being taken by the Seller in respect thereof; and

22.4 continue to perform all of the Seller's obligations under the Contract the performance of which are not affected by the Force Majeure Event.

For the avoidance of doubt, the Company shall not be in breach of the Contract or otherwise be liable to the Seller for any failure of the Company to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting it or the Seller.

23. In the event that any Force Majeure Event prevents the performance of either Party's obligations for a continuous period of six (6) months or more, either Party may terminate the Contract immediately upon giving notice thereof to the other Party. Termination of the Contract in such circumstances shall be entirely without prejudice to any rights, claims, remedies or entitlements that may have accrued to either Party on or prior to the date of termination of the Contract as aforesaid.

24. If the Seller shall make default in or commit a breach of the Contract or if any process, distress or execution shall be levied upon any of the Seller's property or assets, or if the Seller shall make or offer to make any arrangement or composition with its creditors, or if the Seller commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the

Seller, or if the Seller is a limited company and any resolution or petition to wind up such company (other than for the purpose of amalgamation or reconstruction of a solvent company) shall be passed or presented, or if an administrator, liquidator or receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if any equivalent or analogous event shall occur in respect of the Seller in any jurisdiction, then the Company shall have the right forthwith to terminate the Contract by notice to the Seller, provided that any such termination shall be entirely without prejudice to any right, remedy, claim and/or entitlement that may have accrued to the Company on or prior to the date of termination of the Contract as aforesaid.

25. The Company's rights and remedies set out in these conditions and elsewhere in the Contract are in addition to and not exclusive of any rights and remedies provided by law.
26. In respect of all dates, periods and timescales with which the Seller is required to comply under the Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the Parties, such dates, periods and timescales shall be material terms of the Contract. If the Seller is in breach of any such dates, periods or timescales, such breach shall be deemed material entitling the Company to immediately terminate the Contract. This shall not be the case with respect to any obligation with which the Company is required to comply under the Contract.
27. The Seller may not transfer, assign or charge any of its rights or obligations under the Contract to any other person without the Company's prior written consent (which consent may be granted or withheld entirely at the Company's discretion). The Company shall be free to transfer, assign and/or charge all or any of its rights and obligations under the Contract to any third party (subject to giving notice thereof to the Seller) but this will not affect either Party's rights under the Contract.
28. For the purposes of the Contract, all notices to be sent by the Seller to the Company shall be in writing and be sent by post to the Registered Office of the Company from time to time. The Company may give notice to the Seller at the Registered Office of the Seller from time to time or, where applicable, at the e-mail address or postal address provided by the Seller in the Seller's quotation comprised in the Contract. Notices will be deemed received and properly served twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting of any letter. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

29. If any provision of the Contract shall be declared to be invalid, unenforceable or illegal by the courts, the Parties agree that such provision may be severed from the Contract and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of the Contract.
30. If the Company fails, at any time while the Contract is in force, to insist that the Seller performs any of its obligations under the Contract, or if the Company does not exercise any of its rights or remedies under the Contract, that will not mean that the Company has waived such rights or remedies and will not mean that the Seller does not have to comply with those obligations. If the Company does waive a default by the Seller, that will not mean that the Company will automatically waive any subsequent default by the Seller. No waiver by the Company of any of these conditions shall be effective unless the Company expressly states that it is a waiver and gives written notice thereof to the Seller.
31. Notwithstanding any other provision of the Contract, the maximum aggregate liability of the Company under or pursuant to the Contract (and under any Order or Seller's quotation forming part of the Contract) shall not exceed a sum equal to the aggregate Price(s) stated in the Contract on the date of the Contract coming into force pursuant to Clause 2.
32. The Seller shall not, without the Company's prior written permission, disclose to any other person any Confidential Information and the Seller shall not exploit or permit the exploitation of any such Confidential Information for the Seller's own benefit and/or for the benefit of any third party. Wherever requested to do so in writing by the Company at any time, the Seller shall (a) immediately return all Confidential Information held by it to the Company and (b) confirm to the Company in writing that no Confidential Information has been retained by the Seller or disclosed by it to any other person. The Seller shall take all reasonable steps to ensure that such of its employees, agents and contractors (and any other persons for whom the Seller is responsible at law) who are in receipt of or are able to view any Confidential Information are similarly bound by confidentiality obligations equivalent to those appearing in this Clause 32.
33. The Seller shall not (and shall ensure that the Seller's employees, agents, contractors and others for whom the Seller is responsible at law shall not) commit or permit the committing of any act or omission which causes or could cause the Seller and/or the Company to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption and the Seller shall indemnify and hold harmless the Company in respect of all losses, damages, costs, charges and other liability suffered or incurred by the Company as a consequence of any breach by the Seller (or any of its foresaids) of the Seller's obligations under this Clause 33.

34. Subject to Clause 27, any person who is not Party to the Contract shall not have any rights under or in connection with the Contract.
35. These conditions, the Contract and all matters arising herefrom (including, without limitation, any contractual or non-contractual obligation) shall be subject to and construed in accordance with the laws and regulations of the PRC which are published and publicly available. In the event that there are no published and publicly available laws and regulations in the PRC governing a particular matter relating to the Contract, reference shall be made to international practices.
36. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach or termination or invalidity thereof, between the Parties shall be settled by arbitration by the China International Economic and Trade Arbitration Commission (“**CIETAC**”) in accordance with its arbitration rules at the date hereof as may be amended by Clauses 37 to 41.
37. The seat of arbitration shall be as determined by CIETAC. There shall be three (3) arbitrators, one (1) arbitrator shall be appointed by the Seller and one (1) arbitrator shall be appointed by the Company. The third arbitrator shall be appointed by CIETAC. The language to be used in arbitration proceedings shall be Chinese. The Parties shall, to the extent necessary, arrange for the translation of the arbitration proceedings from Chinese to English and each Party shall be responsible for half of the translation and interpretation costs.
38. Any award given by the arbitrator shall be final and binding on the Parties and shall be in lieu of any other remedy and the Parties shall act in accordance with the award without delay. Any award given by the arbitrators shall be enforceable by any court having jurisdiction over the Party against which the award has been rendered, or wherever assets of the Party against which the award has been rendered can be located.
39. In the course of any arbitration proceeding, any legal proceeding to enforce any arbitration award and in any legal action between the Parties pursuant to or relating to the Contract, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is a political subdivision, agency or instrumentality of a sovereign state.
40. In the course of any dispute, the provisions of the Contract which are not being disputed shall be continuously implemented by the Parties. The Parties shall continue to exercise their respective rights and fulfil their remaining obligations under this Contract.
41. In the event of a dispute, each Party shall, with the exception of the interpretation and translation costs referred to in Clause 37, be responsible for its own respective legal costs and lawyers fees in connection with the dispute.