

<p style="text-align: center;"><b>General terms of business and agreement for Service Contracts</b></p> <p>-hereinafter referred to as</p> <p style="text-align: center;"><b>“this Agreement”</b></p> <p style="text-align: center;"><b>between</b></p> <p style="text-align: center;"><b>VDE Global Supply Chain Services Co., Ltd.</b> 2601 Block A, Shen Fang Plaza 3005 Ren Min South Road, Luo Hu District, Shenzhen, China 518001</p> <p>- hereinafter referred to as</p> <p style="text-align: center;"><b>“VDE GSCS”</b></p> <p style="text-align: center;">and customer</p> <p>- hereinafter referred to as <b>“customer”</b></p> <p style="text-align: center;"><b>Preamble</b></p> <p>1. The customer buys products from external suppliers. The product was developed as well as qualified and tested by the external manufacturer and has all needed approvals.</p> <p>2. The product was specified and defined and is eventually equipped with customized features by the customer. Partly the customer can deliver own components to the factory of the supplier, which the manufacturer assembles in their production line.</p> <p>3. VDE GSCS is testing products in its labs to confirm compliance to customer and manufacturer specifications. Test criteria needs to be defined prior to testing between VDE GSCS and customer.</p> <p>4. According to the order of the customer, VDE GSCS, on behalf of the customer, goes into the factory of the Asian supplier and monitors the correct realisation of the customers requirements during the production through sample test of the finished goods.</p> <p style="text-align: center;"><b>§ 1</b> <b>Service Obligations of VDE GSCS</b></p> <p>1. VDE GSCS performs lab tests in its own labs and/or quality consultant &amp; inspection service in the factories according to customer requirements. Prior to lab tests and inspection service there must be a detailed technical specification and customer acceptance criteria (CAC) &amp; inspection checklist defined and agreed upon in writing by customer &amp; VDE GSCS for each product under this Agreement. The service should be based upon the CAC using industrial recognized statistical quality analyse standards.</p> <p>2. The source inspection will be performed according to MIL Std. 105 respectively DIN ISO 2859-1. AQL for critical, major and minor defects and lot size and sample size will be defined in the CAC.</p> <p>3. VDE GSCS will not be responsible for product adherence or conformance to regulatory standards &amp; laws (e.g. Product safety, EMI, FCC, UL, GS etc.) VDE GSCS will also not be responsible for checking the violation of any intellectual property rights or industrial property rights like trade marks, patents or similar rights and assets.</p> <p>4. All tests and reports in VDE GSCS labs are limited by items mentioned in each report's limitation sheet.</p> <p>5. All test results and quality records will be stored by VDE GSCS for a maximum period of 2 years.</p> <p>6. VDE GSCS will document deviations of the product quality and inform the customer about it. The rejection or release of goods will only be done after agreement by the customer.</p>	<p style="text-align: center;"><b>商业通用条款和服务合同协议</b></p> <p>- 下称</p> <p style="text-align: center;"><b>“本协议”</b></p> <p style="text-align: center;"><b>达成于</b></p> <p style="text-align: center;"><b>巍德谊产品检测技术（深圳）有限公司</b> 中国深圳罗湖区人民南路 3005 号深房广场 A 座 2601, 邮编 518001</p> <p>- 下称</p> <p style="text-align: center;"><b>“巍德谊”</b></p> <p style="text-align: center;">与客户</p> <p>-下称 <b>“客户”</b></p> <p style="text-align: center;"><b>鉴于</b></p> <p>1. 客户从外部供应商购买产品。产品由外部制造商开发、使之合格并进行测试，且已获得所需的全部许可。</p> <p>2. 产品由客户指定和设定并最终具有客户订制的特性。部分情况下，客户向供应商的工厂提供自己的零部件，并由制造商在生产线上组装。</p> <p>3. 巍德谊在其实验室中测试产品，以确认其符合客户及制造商的技术规范。测试标准须在测试之前由巍德谊及客户共同确定。</p> <p>4. 根据客户指示，巍德谊在生产期间，代表客户进入亚洲供应商的工厂，并通过对成品的抽样测试，监督其生产是否正确实现客户的要求。</p> <p style="text-align: center;"><b>§ 1</b> <b>巍德谊的服务义务</b></p> <p>1. 根据客户的要求，巍德谊将在其实验室中进行实验室测试，和/或在工厂中作为质量顾问并提供检测服务。对于本协议所涉的每件产品，在进行实验室测试及提供检验服务之前，必须由客户及巍德谊共同规定并书面确认一份详细的技术规范、客户接受标准（CAC）及检测清单。服务应在客户接受标准的基础上，使用行业认可的数据质量分析标准。</p> <p>2. 源检测将执行 MIL Std. 105 及 DIN ISO 2859-1 标准。判定致命缺陷、主要缺陷及次要缺陷的 AQL 标准以及批次和样本尺寸在 CAC 中规定。</p> <p>3. 巍德谊不承担产品是否符合监管标准及法律（例如产品安全、EMI、FCC、UL、GS 标准等）的任何责任。巍德谊也不负责对产品是否侵害任何知识产权或工业产权，如商标，专利或类似权利及财产进行检查。</p> <p>4. 在巍德谊实验室进行的所有测试及出具的报告均有局限性，详见每份报告所附的局限性说明页。</p> <p>5. 巍德谊对所有的测试结果及质量报告最长保留两年。</p> <p>6. 巍德谊将以文件形式记录产品质量的误差并告知客户。仅在得到客户同意后，方可拒绝或放行货物。</p>
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7. If deficiencies with the goods are found, VDE GSCS will handle the supervision of necessary rework action by the supplier. VDE GSCS will take care about the documentation and the follow up of noticed deficiencies together with the customer and supplier according to an agreed "Open Item List".

8. VDE GSCS is the communication interface on site between customer and supplier.

**9. VDE GSCS is not a buyer or seller of the products. If VDE GSCS is claimed by the supplier of the customer for collecting the payment of the products, the customer shall be liable for the costs and loss incurred therefrom and shall make VDE GSCS harmless.**

## § 2

### Obligations of the customer

1. The customer is obliged to test all products or components before input into production. Prior to production start all goods and components must be released by the quality assurance of the customer. In case that customer did not follow up this obligation accordingly VDE GSCS is not liable in any case for the mistakes which would be found if the prior tests would be done properly and had lead to a rejection of the product by the customer.

2. The customer is obliged only to order products from suppliers which have a certified quality system and work according to mutual defined (agreed) rules. Customer has to ensure that VDE GSCS has all necessary access, personal support and test equipment available in the factories of suppliers necessary to perform its services effectively.

3. All consigned parts must be controlled at the supplier site by the customer or at their IQC according to an AQL sample plan. VDE GSCS can be ordered to handle this separately.

4. The customer is obliged to make sure that all changes to the product or the customer specification will be checked in advance and that changes will be implemented only after customer agreement.

5. The customer is obliged to hand over to VDE GSCS a complete up to date set of product documentation and sufficient information in due time prior to the inspection in order to enable the required services to be performed effectively.

The following documents are necessary to be included in the product documentation:

Specification of the product, the product manual, the product configuration, service manual, accessory list, a overview about all released and build in components, a complete set of software, a qualification report including Open Item List, specific artwork information (e.g. colours, logos, carton, labels), Revision History and all ECR's and a detailed and mutually agreed acceptance test procedure (CAC).

6. The information about shipments which need to be inspected must be given to VDE GSCS by the customer at least 5 days before start of the planned inspection date.

7. In case continuous improvement of quality is requested, the customer has to ensure that VDE GSCS will receive a monthly defect statistic report for every single product VDE GSCS takes care of.

8. If a lot was found faulty, it can only be released by the quality department of the customer.

## § 3

### Forecast

The customer provides a monthly inspection forecast including scheduled inspection, quantities and suppliers.

7. 如果发现货物存在缺陷，且供应商需要返工，魏德谊将对相应过程进行监督。魏德谊将与客户、供应商制定“待决事项明细表”，依此对发现的缺陷进行文件管控和跟进。

8. 魏德谊是客户与供应商之间现场沟通的中介。

**9. 魏德谊并非产品的买方或卖方。如果魏德谊被客户的供应商要求支付货物的价款，客户应承担相关的费用及损失，并使魏德谊不受损害。**

## § 2

### 客户的义务

1. 客户有义务在投产前测试所有的产品或零部件。所有货物及零部件在投产前，均须事先得到客户质量保证部门的放行。如客户未履行该义务，则对于通过适当的投产前测试可以发现，并导致客户拒绝接受该产品的错误，魏德谊在任何情况下均不承担责任。

2. 客户有义务只从具备质量认证体系和根据协定（同意）的规则进行作业的供应商处订购产品。客户必须确保魏德谊在供应商的工厂拥有一切必须的权限、个人支持及测试设备，从而有效地提供服务。

3. 所有寄放的零件必须由客户或者供应商的 IQC 在现场依据 AQL 抽样计划管控。魏德谊可额外根据客户的要求处理该事宜。

4. 客户有义务保证其所有产品或技术规范的变更将提前核实，并在客户同意后方可实施。

产品或技术规范的所有变更均需进行文件记录，并立即向魏德谊提供。该规则同样适用于供应商和客户之间的任何其他安排。

5. 在产品检测前的适当时间内，客户有义务向魏德谊提供一份最新和完整的产品资料以及充分信息，以确保所要求的检测服务能够有效地进行。

以下文件应包括在产品资料中：

产品的技术规范、产品指南、产品配置、服务指南、附件清单、一份关于所有接受及嵌入的零部件的概述、一套完整的软件、一份包含开放项目表、特定工艺信息（如颜色、标志、包装、标签）的检验合格报告、产品修改历史、所有 ECR's 记录、以及一份经同意的详细测试接受标准（CAC）

6. 对需要检查的货物装运信息，客户必须在计划检验日期前至少提前 5 日告知魏德谊。

7. 如果要求产品质量持续提高，客户应保证魏德谊能够就其负责的每份产品收到月度缺陷统计报告。

8. 如果产品发现大量缺陷，则只能由客户的质量部门放行。

## § 3

### 预报

客户须提供月度检测预报，内容包括检测时间、数量及供应商。

<p style="text-align: center;"><b>§ 4</b></p> <p style="text-align: center;"><b>Schedule and content of the order</b></p> <p>1. The order for VDE GSCS service should be given to VDE GSCS one month in advance in written.</p> <p>2. The customer can order each of the services:</p> <ul style="list-style-type: none"> <li>- Technical Advisor (for example for audits and production starts)</li> <li>- Local Inspector (for out of box inspections)</li> <li>- Laboratory tests (according to the actual pricelist)</li> </ul> <p>VDE GSCS employees work based on the 40 hours week.</p> <p>With the ordered time for the assigned project the customer can also limit the working time for the project. However in case of time limits the customer must be aware of the fact that limited time can cause limited results. Working time starts with the travel from the VDE GSCS apartment, VDE GSCS employee's apartment or the hotel to the factory and ends after coming back.</p> <p style="text-align: center;"><b>§ 5</b></p> <p style="text-align: center;"><b>Charges</b></p> <p>The actual charges are based on detailed quotations per requested service and the standard VDE GSCS services pricelist which will be provided on request.</p> <p style="text-align: center;"><b>§ 6</b></p> <p style="text-align: center;"><b>Travelling/accommodation expenses</b></p> <p>1. Costs for flight tickets will be charged at actual costs in economy class. If flights are necessary customer will be asked for confirmation in advance.</p> <p>The cost for accommodation is included in the hourly rates as long as the employees can stay in the VDE GSCS apartments. If hotel accommodation is necessary it will be charged at actual costs.</p> <p style="text-align: center;"><b>§ 7</b></p> <p style="text-align: center;"><b>Payment conditions</b></p> <p>The worked hours will be invoiced monthly in the following month. Invoices must be paid via bank transfer to the VDE GSCS bank account mentioned at the footer of the invoice. Normal payment term is payment-latest 15 days after invoice receipt.</p> <p style="text-align: center;"><b>§ 8</b></p> <p style="text-align: center;"><b>Sample Handling</b></p> <p>As long as there is no other agreement between VDE GSCS and the customer all received test samples will be destroyed 4 weeks after the service is finished.</p> <p>This clause does not apply to any factory reference or Golden sample.</p> <p>All shipping costs or possible customs duties during sample delivery have to be borne by the sender of the test samples.</p> <p style="text-align: center;"><b>§ 9</b></p> <p style="text-align: center;"><b>Liability</b></p> <p>1. <b><u>VDE GSCS is not liable for loss of earnings or consequential damages or any other damages/risks, unless stipulated in clause 3 of this chapter.</u></b> The aforementioned limitations of liability shall not apply if the damage is attributable to a wilful or grossly negligent breach of obligations.</p> <p>2. VDE GSCS is neither an insurer nor a guarantor and disclaims all liability in such capacity. Customers seeking a guarantee against loss or damage or quality risks should obtain appropriate insurance.</p> <p>3. In case of negligent breach of a material contractual obligation by VDE GSCS, VDE GSCS shall be liable to damages for the predictable damage. <b><u>Then the liability shall be limited to the actual cost to cover damages but not more than the amount of 2 times the VDE GSCS invoice for the specifically inspected or tested units for material- and property damage including latent costs.</u></b> This limitation is not valid for wilful or grossly negligent breach of obligations by VDE GSCS or in cases of mandatory liability as</p>	<p style="text-align: center;"><b>§ 4</b></p> <p style="text-align: center;"><b>订单的进度和内容</b></p> <p>1. 魏德谊的服务订单需提前一个月以书面形式向魏德谊提供。</p> <p>2. 客户可以要求以下任一服务:</p> <ul style="list-style-type: none"> <li>- 质量顾问工程师 (例如为审计及产品投产提供服务)</li> <li>- 当地的检验人员 (开箱检验)</li> <li>- 实验室检测 (根据实际价目表的项目)</li> </ul> <p>魏德谊的员工实行每周 40 个小时工作制。</p> <p>客户可以对所委托项目订购的工作时数限制相应的有效工作时间。可是客户需要清楚在有限的工作时间内, 工作结果也是有限的。工作时间从魏德谊公寓、魏德谊员工住处或酒店出发至工厂时起算, 计算至返回原地。</p> <p style="text-align: center;"><b>§ 5</b></p> <p style="text-align: center;"><b>服务费用</b></p> <p>实际服务费用将根据每次服务时的详细报价以及魏德谊的标准服务收费表进行计算, 该收费表可在客户要求时提供。</p> <p style="text-align: center;"><b>§ 6</b></p> <p style="text-align: center;"><b>交通和住宿费用</b></p> <p>1. 飞机票的费用以经济舱的实际开支为准。如确需乘坐飞机, 将提前得到客户确认。</p> <p>只要员工可住宿在魏德谊的公寓内, 则住宿费用包含在小时费率中。如确需酒店住宿, 将以实际开支进行收费。</p> <p style="text-align: center;"><b>§ 7</b></p> <p style="text-align: center;"><b>付款条件</b></p> <p>服务收费的账单将会在下一月向客户出具。客户收到账单后的付款期限为 15 日内, 必须通过银行转账的方式, 向账单页脚显示的魏德谊银行账户支付费用。</p> <p style="text-align: center;"><b>§ 8 样品处理</b></p> <p>如果魏德谊和客户之间没有其他协议, 则收到的所有测试样品将在服务结束四周之后销毁。</p> <p>上述条款不适用于任何工厂参考样品或标准样品。</p> <p>样品交付时, 所有的运输费用或可能的关税费用由客户或测试样品的提供者承担。</p> <p style="text-align: center;"><b>§ 9</b></p> <p style="text-align: center;"><b>责任</b></p> <p>1. <b><u>魏德谊除本章节第 3 点说明的责任外, 不承担客户的任何收入减少损失、间接损失或其他任何损失/风险。</u></b>前述的责任限制不适用于因故意或者重大过失违反义务造成的损失。</p> <p>2. 魏德谊既不是保险人, 也不是担保人, 不承担任何此类责任。客户应通过适当的保险项目来寻求对产品灭失、损毁或质量缺陷的保障。</p> <p>3. 如魏德谊因疏忽违反了重大合同义务, 则其将承担可预见范围内的损失。<b><u>其责任应限于弥补物质及财产的实际费用和损失, 包括潜在性的费用, 但总额应不超过魏德谊就该特定检测或测试开具的账单金额的 2</u></b></p>
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<p>prescribed by the applicable laws and regulations.</p> <p>4. The service of lab testing, inspection or quality consultancy as well as product release for delivery does not mean in any case that VDE GSCS takes over the responsibility for the warranty or quality of the product. Every quality problem, violation of the specification or sales contracts remains the responsibility of the customer or its suppliers.</p> <p style="text-align: center;"><b>§ 10</b> <b>Non-competition Clause</b></p> <p>1. During the validity of this Agreement and even 12 months after termination of this Agreement the customer is neither allowed to offer a job to a VDE GSCS employee nor to hire a VDE GSCS employee.</p> <p>2. Former VDE GSCS employees must not be hired by the customer within 12 months after they left VDE GSCS.</p> <p>3. Above mentioned limitations are not valid in case the job and its tasks are not in any way related or similar to the tasks mentioned in this Agreement.</p> <p>4. For each single case of violation of this paragraph customer shall pay <b>US\$ 100,000.00</b> as damages to VDE GSCS and the customer shall terminate contract with the former VDE GSCS employees immediately when relevant notice is received from VDE GSCS. If the actual loss is more than the afore-said amount, VDE GSCS is entitled to claim further damages to cover its loss.</p> <p style="text-align: center;"><b>§ 11</b> <b>Service agreement duration</b></p> <p>1. This Agreement starts after a written quotation is accepted and first order is given by the customer.</p> <p>2. This Agreement ends one year after the first order if not otherwise mentioned in this Agreement. When first order is given from the customer, it means that the customer voluntarily accept this Agreement.</p> <p>3. This Agreement shall be automatically extended by one year unless one of the parties to the agreement has given notice of termination at least three months prior to the expiration date. Termination can only be done in written form.</p> <p style="text-align: center;"><b>§ 12</b> <b>Other stipulations</b></p> <p><b><u>1. This Agreement shall be governed solely by the law of the People's Republic of China.</u></b> The application of the Viennese UN Convention on Contracts for International Sales of Goods (CISG) of April 11th 1980 to this Agreement is expressly excluded.</p> <p><b><u>2. Any dispute arising from or in connection with this Agreement shall be submitted to South China International Economic and Trade Arbitration Commission (SCIA) for arbitration.</u></b></p> <p>3. There are no supplementary agreements to this Agreement. Alterations and additions to this Agreement shall only be valid when signed by both parties. Furthermore, such an alteration or addition must include the express remark that it is an alteration/addition to this Agreement.</p> <p>4. In the event that one or more stipulations of this Agreement shall prove to be ineffective, the parties to this Agreement shall conclude a legally effective replacement stipulation that comes as close as is economically feasible to the ineffective stipulation.</p> <p>5. All the Terms and Conditions of this Agreement are applicable to the current order and all future orders unless both parties sign on the change of this Agreement or supplementary provisions.</p>	<p><b>倍。</b>该责任限制在魏德谊因故意、重大过失违反义务或所适用的法律法规规定有强制性责任时无效。</p> <p>4. 在任何情况下，魏德谊提供的实验室测试、检测或质量顾问服务以及产品放行交付的服务，均不意味着其承担产品质量或担保的责任。每一质量问题、技术规范或买卖合同的违反，责任仍由客户或其供应商承担。</p> <p style="text-align: center;"><b>§ 10</b> <b>竞业禁止条款</b></p> <p>1. 从本协议生效之日起至本协议结束后的 12 个月内，客户不得向魏德谊的员工提供工作或者雇用魏德谊的员工。</p> <p>2. 在魏德谊的前员工离开魏德谊 12 个月内，客户不得雇用该员工。</p> <p>3. 如拟担任的工作及职责在任何情况下均与本协议提及的工作无关或相似，则上述限制无效。</p> <p>4. 对于违反本章节的每一个案，客户在收到魏德谊发送的相关通知后，应向魏德谊支付 100,000 美元作为违约金，且客户应立即终止与魏德谊前员工的合同。如果实际损失超出前述金额，魏德谊有权提出进一步索赔以弥补其损失。</p> <p style="text-align: center;"><b>§ 11</b> <b>服务协议期限</b></p> <p>1. 服务协议自客户接受书面报价及发出首份订单时开始。</p> <p>2. 如果本协议无其他约定，则协议于首份订单发出后的一年后终止。客户发出首份订单时，视为其自愿接受本协议。</p> <p>3. 除非任一协议当事人在协议终止日的三个月前发出终止通知，否则本协议自动延期一年。终止通知须以书面形式作出。</p> <p style="text-align: center;"><b>§ 12</b> <b>其他条款</b></p> <p>1. <b><u>本协议应排他性地受中华人民共和国法律管辖。</u></b>本协议明确排除 1980 年 4 月 11 日于维也纳达成的联合国国际货物销售合同公约（CISG）的适用。</p> <p>2. <b><u>因本协议产生的或与本协议有关的任何争议均应提交华南国际经济贸易仲裁委员会（SCIA）仲裁。</u></b></p> <p>3. 本协议无补充协议。变更或补充本协议均须由双方签署方可生效。此外，该变更或补充须包含其为本协议的变更/补充的明示备注。</p> <p>4. 如果本协议一个或多个条款被证明为无效条款，则协议双方应达成合法有效及经济可行的相近替代条款。</p> <p>5. 本协议的条件及条款适用于客户就魏德谊的服务而作出的现有及将来的订单，除非双方另行签署对本协议的变更/补充条款。</p>
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