

GENERAL SALES CONDITIONS (GSC)

1. General – Scope of application

1.1. The General Sales Conditions (“GSC”) of Delta Asia Express Pte Ltd shall apply to all offers and agreements which involve with the supply and delivery of goods and/or services (“Goods”) by Delta Asia Express Pte Ltd (“Seller”) to any individual, companies, partners, or entities outside of China (“Customer”). Any Customer’s terms will not be accepted unless they have been explicitly agreed upon in writing by the Seller. These GSC, together with the Seller’s specific conditions contained in its order confirmation and/or in its Pro Forma Invoice (together, “Order Confirmation”) and only such other documents, as are specifically incorporated in the Order Confirmation by reference, constitute the entire agreement between the Customer and the Seller, and supersede, in their entirety, any other terms and conditions proposed by the Customer and any oral or written communications that are not explicitly incorporated herein.

1.2. In the absence of a clause to the contrary, documentation, catalogues, price lists and estimates of the Seller are sent for information purpose only and cannot be considered as binding. They can be modified at any time.

1.3. The Customer’s signature on the Order Confirmation including proforma invoice shall constitute the Customer’s acceptance of the contractual terms defined herein. The GSC shall also apply to all future transactions with the customer. The GSC in English language shall prevail on Seller’s GSC in any other language.

2. Prices and Payment

2.1. All prices are calculated on the basis of the Goods as measured and weighed at the departure point in the Seller’s plant of production. Except as may be otherwise expressly provided in an Order Confirmation, prices are net cash, and the Customer shall pay all taxes and charges for transportation, insurance, shipping, storage, handling, demurrage, and similar items with which might be involved. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne exclusively by the Customer. Protest against the Seller’s invoices must be entered by email within 8 days from the date receiving the invoice by the Customer.

2.2. The Seller reserves the right to revise the price list in the event of increase of its costs, in particular (but not exclusively) due to salary increases, increase of product prices or of transport costs, or currency fluctuations. These additional costs will be documented upon the customer's request.

2.3. Invoice payments shall be made as agreed in the Order Confirmation, without any deductions before the delivery of goods by irrevocable Letter of Credit or bank transfer (unless otherwise specified in the Order Confirmation). The customer is responsible for issuing such irrevocable Letter of Credit in time. The most common payment terms are as follows:

Payment Terms

30% deposit 70% Balance before shipment

100% Immediate Payment (within 7 days)

2.4 If any payment is not timely made by the due date by Buyer, in addition to the sum due, there shall be a daily late payment penalty due in an amount equal to zero point zero one percent (0.01%) of the payment due for each day after the date due through and including the date fully paid. All invoices under the same Purchase Order, even those which have not yet matured and due, shall immediately become due should the Customer default on its payments for a period of ninety (90) days from the due date. Seller is entitled to apply the Customer's payments to offset any outstanding debts of the Customer, irrespective of whether such claims are related or not. When allocating payments, the Seller could prioritize the settlement of invoices which have been outstanding for more than 30 days, along with any accrued interest and costs thereon.

2.5. In case of any delay in the payment or in the execution of any obligation by the Customer under any contract for a period of thirty (30) days following the due date, the Seller shall have the right to cancel any purchase under the purchase order or purchase contract, even if it has already partially performed, or to retain that portion of any contract which it has not yet performed.

2.6. The Customer is only permitted to withhold payment or set off payments if its counterclaim in respect of the respective contract is settled by a court or has not been disputed by the Seller.

3. Conformity, Deliveries and Delivery Times

3.1. Unless otherwise agreed in the Order Confirmation, the Goods are sold via "Free on Board" ("Delivery"). The Customer shall be responsible to supply to the Seller, sufficiently in advance in order to enable the Seller to make the necessary shipping arrangements (if any), all appropriate information including notably (a) marking and shipping instructions and (b) import certificates, documents required to obtain necessary government licenses. If any such instructions, documents or confirmations are not so received or would (in Seller's sole judgment) require unreasonable expense or delay on its part, then the Seller may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel the said contract at the Customer's liabilities.

3.2. Should the Customer fail to take delivery of the Goods or pick up the Goods on time, the Seller may store them at the Customer's risks and expenses and, following a notification of their availability, invoice them as having been sold and delivered. In any event that Customer fails to take delivery of the Goods or pick up the Goods for more than 30 days, it deems that Customer abandons such Goods and the Seller could regain and be entitled, without any special notice to Customer, to resell the Goods and to claim for applicable damages.

3.3. Delivery times of the Seller shall not be regarded as binding, and delays in delivery shall not entitle the customer to claim damages resulting from any delay. Delays in delivery shall only entitle the Customer to cancel the concerned purchase order of the Goods not yet in the process of manufacture and only after having granted the Seller a reasonable grace period in order to remedy said delay and only after having sent the Seller a formal notice of default. Should any delivery time though be legally binding, then the Seller's liability shall be limited to an amount of 5% of the invoiced delivery in delay (unless in case of willful or gross negligence). The Seller shall be excused from the performance of its delivery obligation and such obligation shall be extended by a period reasonable under the circumstances if the performance thereof is prevented by force majeure, such as (but not including) late delivery of goods to the Seller.

3.4. The Seller reserves the right to deliver in installments and to invoice such installments separately.

4. Inspection of goods

Upon Delivery of Goods, the Customer shall carry out a complete inspection of the Goods in order to check their packaging, weight and quantities as stated in the invoices within 15 days upon delivery of Goods. Any apparent damage to the packaging of the Goods or to the Goods themselves, or any shortage of the quantities shall be noted and communicated promptly to the Seller in writing by fax or legally signed e-mail. The Goods shall be considered automatically accepted upon Delivery if the customer fails to make any comments in writing in respect thereof not later than 15 days after their Delivery and in any case before the Goods undergo any further processing. Any claim in respect of any defect, deficiency and/or shortage in quantity of the Goods after such inspection period shall be statute-barred and waived.

5. Retention of Title & Risk of Loss

5.1 The delivered Goods remain the property of the Seller until full payment of Goods are made under the Purchase Order. Title to Products shall pass to and be fully vested in Customer once Seller has received full payment in respect thereof.

5.2 Risk of loss of or damage to Goods shall pass to Customer at the time of delivery. The Customer is required to handle delivered Goods with due care and shall provide for appropriate insurance at his own expense against damages caused by fire, water and theft.

6. Liability

6.1. The customer cannot invoke the liability of the Seller for the indemnification of direct and/or indirect damages which are caused by a transportation, storage, or use of the Goods contrary to the specifications or to the material safety data sheets of the Goods.

6.2. Undetectable defects at Delivery must be notified in writing to the Seller immediately upon discovery, but, in any event, no later than 30 days after Delivery. After this period, during which the customer must thoroughly inspect the Goods, any claim in respect of such defects shall be statute-barred and waived.

6.3. Should the Goods be defective and under the Seller's warranty, the Seller shall be obliged, at its sole discretion, either (i) to replace such Goods, or (ii) to reduce the product price or (iii) to cancel the said contract and take back the Goods.

6.4. In any event the Seller shall not be liable for any loss of processing, loss of production, loss of revenue and/or any incidental or consequential or special loss or damage directly or indirectly sustained by the customer or by any other person whatsoever. Any obligation for damages shall be limited to foreseeable damages only, however, not to exceed the invoiced value of the Goods in respect of which the Seller is in default. It is the Customer's responsibility to separate the Goods in default from the Goods conform the contract.

7. Termination

7.1. In case of a material breach (e.g. delay in payment) or for any true and just cause, the Seller shall be entitled, by written notice sent to the customer and without prejudice to any other remedy, to terminate all or part of the contracts or orders (in whole or in part) without any further liability or obligation. The Seller is entitled to terminate any contract or order with immediate effect without any further obligation or liability if the Seller has good reasons to believe that the customer will be unable to normally execute its full obligations in any of the following events or circumstances:

- (a) Customer substantially breaches this Contract or purchase order.
- (b) Customer breaches this Contract and fails to remedy or cure within [ten (10) days] upon receiving a written notice from the Seller indicating such breach and requiring to cure.
- (c) Customer shall become insolvent or enter into liquidation (whether voluntary or compulsory).
- (d) Customer ceases business or stops or suspends or threatens to stop or suspend payment of all or a material part of its debts or is unable to pay its debts; or
- (e) Customer is nationalized or taken over, or has any of its assets expropriated by, any governmental body in any part of the world.

7.2. The Seller shall then be entitled to a fixed lump sum for damage equal to 30% of the total value of the dissolved contract(s) or order(s), notwithstanding its right to recover from the customer any and all damage resulting from such termination. The Seller shall further be free from any existing exclusivity undertakings vis-à-vis the customer.

8. Jurisdiction and applicable law

8.1. Any contract and order shall be governed by and construed exclusively in accordance with the laws of China with the priority to apply to the UN Convention on Contracts for the International Sale of Goods of 1980 first, if applicable, but excluding the conflict of law rules.

8.2. Any and all disputes arising in connection with an order or contract shall be exclusively settled by arbitration at the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) ("SIAC"). The arbitration award shall be final and binding. This document is available upon request, available for inspection at the registered office and is also available online: www.Delta-Asia.fr

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