

General Terms and Conditions of Procurement

1. Scope

1. These terms and conditions of purchase shall exclusively apply to all orders and contracts entered into by " Raynergy Tek Inc. " (hereinafter referred to as "the company") concerning the purchase of goods, services and work products. Unless the company has incorporated the conditions proposed by the supplier in writing or the company has acknowledged in writing the contrary or supplementary terms and conditions proposed by the supplier, otherwise any standard terms and conditions proposed by the supplier shall be void and ineffective for the company. Without a written proposal, even if the company has not refused, or has accepted the goods, services or payment from the supplier, it shall not be construed that the company agrees to the supplier's terms and conditions.
2. Any regulatory provisions referred to in these terms and conditions of purchase shall mean modified, re-enacted or supplemented provisions.

2. Purchase Terms and Conditions

1. When the company issues a written order, if the supplier agrees to accept it, it should sign the purchase order back within two working days from the receipt of the written order and reply to the delivery date on the purchase order. The purchase order and these terms and conditions of purchase shall be deemed to have been accepted unconditionally from the time the supplier confirms in writing the acceptance of the company's order, and the contract is legally binding on the company and the supplier. If the supplier does not confirm within two working days, the company has the right to cancel the order without any cost.
2. When the supplier begins to provide the goods/services related to the purchase order, it is deemed that the supplier has accepted the company's purchase order and these purchase terms and conditions, and the contract is legally binding on the company and the supplier.
3. Any amendments and supplements shall be effective only after written confirmation by the company and the supplier. The supplier's quotation should be clearly stated in the order. If it is not clearly stated, it will not be effective for the company.
4. This <Purchase Agreement> is an integral part of the Order. Supplier shall only commit within the scope of this purchase order. Any amendments or changes to the purchase order, including but not limiting to the delivery date, shall not be valid unless agreed in writing by the company.

3. Price, Payment, Invoice

1. The prices indicated in the order shall be considered as fixed prices, and unless otherwise specified in this order, the supplier shall be responsible for all costs associated with the product and transaction, including but not limiting to the costs of packaging, transportation, insurance, etc. for delivery.

Value Added Tax (VAT) shall be clearly stated in the order, otherwise it shall be deemed to be included in the price.

2. Unless otherwise agreed in writing between the company and the supplier, the supplier shall bear all costs incurred in the process of construction, assembly, maintenance and inspection, including but not limited to travel expenses and tool provision.
3. The invoice must indicate the purchase order number, product name and quantity, and be attached with the goods. If the invoice cannot be attached with the goods or the monthly payment is agreed, the supplier should seal it and send it directly to the purchasing department or accounting department of the company. If the content of the invoice differs from the content of the company's purchase order and cannot be matched, the company reserves the right not to pay the amount shown on the invoice.
4. Except for cross-border transactions, the invoice amount issued by the supplier can only be issued and paid in New Taiwan Dollars. For invoices issued by suppliers of cross-border transactions, the invoice amount shall be paid based on the foreign currency exchange rate on the day of shipment.

4. Packaging, Delivery and Delivery Date

1. According to different categories, the packaging of goods should be shipped according to the following requirements. If the labeling is not clear, the company has the right to refuse to accept the goods:
 - (1) Chemicals: Be sure to indicate the product name, quantity, net weight and gross weight on the outer box/barrel of the package, and must attach the " Hazard pictograms" label (graphic text in Chinese), and attach SDS (paper or electronic file either). The small package in the box must also be marked with the product name in detail. The delivery note must indicate the purchase order number, product name and quantity.
 - (2) Non-chemicals: The inner package must also be marked with the product name in detail, and the delivery note must indicate the purchase order number, product name and quantity.
2. The supplier shall deliver or provide services at the time and place specified in the order. The order or any other delivery time agreed upon by both parties is binding on the supplier and must be strictly followed. If there is any delay and the delivery cannot be made within the agreed delivery time, the supplier shall immediately notify the company in writing, stating the reason for the delay and indicating the estimated time of the delay. However, this notice does not relieve or reduce the obligations or responsibilities of the supplier under the contract or in accordance with the law.
3. If either party encounters force majeure (including but not

limited to natural disasters, epidemics, wars, government orders, etc.) and is unable to meet its obligations under this purchase contract, the affected party shall immediately notify the other party in writing and explain the reasons in detail, and the obligations may be suspended within the scope and time limit caused by force majeure. However, the affected party shall use its best efforts to reduce the impact of the force majeure event, remove the reasons for fulfillment of contract, and take any necessary and reasonable actions as soon as possible to meet its obligations. If the force majeure lasts for 15 days, the company can cancel the order immediately after notifying the supplier in writing.

4. If the customized chemical cannot be delivered on time, the supplier should inform the company in advance of more than 1/3 schedule calculated from the delivery date according to the period from the date of making the order to the delivery date, so that the company has buffer time for processing. In addition, the supplier should attach a report to explain the reasons and difficulties for being unable to deliver on time, and the both parties discuss the contents of the report. If the both parties reach a written consensus on the reasons for the failure to perform the purchase contract, the supplier shall not constitute overdue delivery or breach of contract and bear the relevant responsibilities.
5. Penalties for Delay of Contract Performance and Breach of Contract :
 - (1) Delay of Contract Performance: Except for the above-mentioned force majeure factors (including but not limited to natural disasters, epidemics, wars, government orders, etc.), if the supplier fails to deliver or complete the work within the agreed time limit. For each day overdue, 0.3% of the total payment should be paid as liquidated damages for delay (calculation basis for the number of overdue days: based on the delivery date on the back-signed purchase order), but with the written consent of the company for delivery in batches are not limited to this.
 - (2) Breach of Contract: If the reason for failing to meet the company's order requirements attributes to the supplier, the company may cancel all or part of the order, and the company has the right to purchase the same quality and quantity goods from other manufacturers. The supplier shall also compensate the company for all expenses incurred by the above cancellation and other purchases.
6. The supplier shall ensure that the packaging of the goods provides adequate protection for the goods. If the goods are lost or damaged due to defective packaging and improper transportation, the supplier shall be responsible for the loss. Hazardous goods should be packaged and labeled in accordance with current laws and accompanied by its material safety data sheets. The classification of dangerous goods or the "Non-Dangerous goods" should be marked on the delivery note.
7. The timing of risk transfer is determined based on the

terms of trade as indicated in the current <The Incoterms rules> If there are no agreed conditions, the relevant risks shall be transferred to the company when the goods are properly delivered to the agreed delivery place and accepted by the company. If it involves toxic chemical substances, machinery and technical installation, the relevant risks should be transferred after the acceptance of the company.

8. The supplier shall deliver the goods to the designated location in accordance with the trade terms indicated on the order.
9. If the goods are toxic chemical substances announced by the Environmental Protection Administration, R.O.C. (Taiwan), the chemicals must be sent to the company for acceptance. After the acceptance is completed, the goods are deemed to have been delivered and the ownership is transferred to the company.

5. Product Liability

1. The supplier shall warrant that all goods and services provided conform to the specifications, requirements and descriptions stated in the order. And the supplier shall warrant that all goods and services shall be marketable and free from any material or technical defects, and there is no defect in other things or defect of right.
2. If the goods delivered by the supplier violate the above-mentioned guarantee, the company can choose to include but not limited to price reduction, replacement or repair of the defective product, installation and payment of the cost of returning the defective product. And the supplier must compensate the company separately, including but not limited to costs, expenses and losses borne by the company: (1) inspection, sorting, repair or replacement of defective products; (2) product recall or other improvement measures; (3) Claims for personal injury or property damage.

6. Liability for Defects and Other Liabilities

1. The company will check whether the name and quantity of the delivered goods are correct according to the attached documents, whether damage has been caused during transportation, and whether there are obvious defects. Once a defect in the goods or services (defects include but are not limited to damaged packaging, poor quality, deterioration, etc.) is discovered in the ordinary course of the company's business conduct, the company will notify the supplier at least five(5) working days after the discovery of the defect.
2. Except as otherwise agreed in this clause, the supplier shall be liable for defects in the goods or services and shall not be limited or excluded for any reason. Within the scope of this responsibility, the supplier shall indemnify the company for all losses and be liable for relevant damages.
3. If the supplier fails to make up for the defect in the goods or services immediately as required by the company, in an emergency, especially in order to avoid danger or major damage, the company has the right to repair the defect by itself or by another third party. The relevant repair costs shall be borne by the supplier and no prior grace period shall be

granted to the supplier.

4. Supplier shall ensure the ownership of the supplied goods at the time of supply. If the company is claimed by another third party due to the ownership of the goods, the supplier shall compensate the company for all losses and be liable for relevant damages.
5. If the defective products and services require further inspection or identification, the supplier shall bear the relevant inspection or identification costs.
6. If the goods do not meet the agreed specifications or acceptance standards, the company has the right to terminate the purchase contract, and the supplier shall immediately return the full amount paid by the company. However, if the quality of the goods is within the acceptable standard range, and the two parties are willing to deal with them by means of discount or exchange through written agreement, this is not limited to the above-mentioned clause.

7. Intellectual Property

1. Any intellectual property rights arising from the delivery of the goods/services are owned by the company.
2. The supplier should guarantee that the goods and services delivered by it do not infringe the intellectual property rights or other rights of any third party, nor violate relevant laws and regulations.
3. The supplier shall indemnify the company for all losses if any third-party claims damages to the company due to or related to the use of the above-mentioned goods or the goods (including all expenses due to or related to the request of a third party).

8. Quality Assurance

1. The supplier shall maintain a quality control system throughout the transaction period to ensure the quality of the goods, regularly monitor the system through internal audits, and take immediate action if any deviations are detected. The company has the right to inspect the supplier's quality control system with reasonable advance notice. For the company's request, the supplier shall allow the company to inspect certificates, audit reports and all test records and documents related to the goods.
2. The supplier should provide all the documents, certificates, licenses, registration files and other required information related to the goods. And the supplier shall compensate for the damage to the company or any third party due to the failure to perform the obligation to provide the aforementioned documents.
3. The electronic equipment provided by the supplier shall comply with the relevant radiation testing requirements such as UL and FCC. If there is a violation, the company may request to terminate the contract and request the return of the payment. In the event of any loss, the supplier shall be liable for damages.

9. General Guarantee

1. The supplier shall guarantee that the performance and acceptance of the goods or service provided by any third

party will not infringe or threaten to infringe any third party's intellectual property or any other rights.

2. The supplier shall guarantee that no money or gifts, whether directly or indirectly, will be provided to employees of the company or persons authorized to represent the company or their families.
3. The supplier shall guarantee that the goods/services it delivers comply with all laws and regulations applicable to the company and the supplier.

10. Confidentiality Terms and Documentation

1. For any information, tools, technical records, procedural methods, software and other technical and trade secrets provided by or obtained by suppliers through the company, and any obtained work product (hereinafter referred to as "confidential information"), the supplier shall keep strict confidentiality to any third party. This confidential information is only used for the business conduct of the supplier's delivery to the company, and is only provided to the relevant persons who must know the confidential information, and these relevant persons must abide by the obligation of confidentiality. The obligations under this clause shall survive the termination or rescission of this purchase contract or the expiry of which is not extended. Both parties also agree that the existence and content of this purchase contract are confidential and neither party may disclose it without the prior written consent of both parties.
2. During the business relationship, any documents (including but not limited to drawings, data, test specifications, samples, etc.) provided by the company to the suppliers, the company reserves the ownership. And upon the company's request, the supplier shall immediately return such documents, samples (including any copies, extracts, backups and derivatives) to the company, or destroy them in accordance with the company's instructions no later than before the end of the business relationship, and the cost is borne by the supplier. The supplier shall not retain the above documents and samples.
3. The supplier does not acquire any intellectual property rights or other rights for the disclosure of confidential information and the circulation of any documents and samples.

11. Safety regulations

If the supplier provides services at the company's premises, in addition to the company's on-site regulations, it must also comply with the Occupational Safety and Health Act and other relevant regulations.

12. Discontinuation of production

The supplier shall notify the company in writing at least 6 months in advance of the discontinuation of the products supplied to the company.

13. Reporting Obligations

When the supplier's operation changes or changes in products and production technology, the supplier shall report to the company in advance when it becomes aware of it.

14. Subcontracting

Without the written consent of the company, the supplier shall not assign, delegate, subcontract or subcontract all or part of the rights and obligations of the company under these terms and conditions or the purchase contract to any third party. In case of violation of this regulation, the company has the right to terminate the contract directly or reject the supplier's delivery in whole or in part without compensation. And the company reserves the right to claim damages.

15. Termination or Release

1. The company may give the supplier a written notice of termination of the purchase order at any time and not less than 30 days in advance.
2. The other party may terminate or cancel the purchase order in whole or in part if either party has any the following condition:
 - 1) There is an actual breach of any provision of these terms and conditions or the purchase order and such breach cannot be remedied for improvement, or the breach can be remedied but not remedied within the time limit.
 - 2) If one party has been merged, divided, transferred all or a major part of the business or property to another, or transferred all the business or property of another and has a significant impact on the operation of the company, reorganization, and liquidation, etc...

16. Compensation for Breach of Contract

If the supplier violates any guarantee or rights and obligations stipulated in these terms and conditions, the supplier shall immediately take necessary improvement when the company requests within a time limit. If the supplier fails to improve within the time limit, it shall compensate for the benefits obtained from the breach of contract or all the losses of the company and bear the relevant liability for damages (including the compensation for the damage brought by the third party against the company). If the supplier violates the guarantee or rights and obligations of these terms and conditions and cannot remedy the improvement, the company may terminate or cancel the contract directly, and may claim all losses from the supplier and require the supplier to bear the relevant damages liability (including the compensation for the damage brought by the third party against the company).

17. Separation of provisions

If any provision of these terms and conditions is found to be invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected.

18. Applicable Law and Court of Jurisdiction

1. These terms and conditions of this <Purchase Agreement> are based on the laws of the Republic of China. The United Nations Convention on the International Sale of Goods and other international conventions on uniform law on the sale of goods do not apply.
2. For all disputes arising from these purchase terms and conditions or the purchase contract, both parties agree that the District Court of Hsinchu, Taiwan shall be the court of first instance jurisdiction.