



GENERAL SALES CONDITIONS:

1. DEFINITIONS: As used herein, the following terms shall have the meanings specified below: a) "Seller" means Esme One (Asia) Limited (ESMEONE). b) "Buyer" means the individual, corporation, partnership, or sole proprietorship acting through its duly authorized agent procuring or proposing to procure articles under this agreement. c) "Articles" means any items or service the procurement of which is contemplated by this agreement.

2. APPLICATION: The terms and conditions contained herein apply to any resulting orders. No changes to these terms and conditions shall be binding unless specifically agreed to in writing by the Seller.

3. DELIVERY AND SHIPMENT: 3-1 Delivery shall be Ex-Works (EXW) named place of delivery per INCOTERMS 2010, unless otherwise agreed to in writing by Seller and Buyer. All shipping costs shall be borne by the Buyer, and Seller will select the method of shipment unless Buyer does so in writing at least 10 days prior to scheduled delivery. If Seller, as a courtesy to Buyer, agrees to arrange carriage of the Systems on Buyer's behalf, Buyer shall be responsible for all transportation, brokerage, handling, and other charges incurred and Seller may invoice Buyer for all such costs without altering the term of Delivery. Upon delivery, all risk of loss or damage shall be borne by the Buyer. Title and full risk of loss pass to Buyer upon Delivery. Insurance coverage on all shipments shall be the responsibility of Buyer. 3-2 Upon accepting an Order, Seller notifies Buyer of Seller's estimated Delivery date(s). Seller will substantially meet estimated Delivery dates, but shall not be liable for any damages resulting from any delay in Delivery.

4. PACKAGING: Systems shall be packaged for shipment in accordance with SELLER's standard practices.

5. INVOICES: Seller shall submit invoices after receiving each order and each shipment made or service provided under this order. 30 % order payment should be paid before order confirmation. The balance payment (70%) should be paid before shipment. For first time sales, prepayment applies.

6. TAXES: In addition to the agreed price, any and all taxes (not including income tax) which may be imposed by any taxing authority, arising from the sale, delivery, or use of the articles for which Seller may be held responsible for collection or payment, either on its own behalf or that of Buyer, shall be paid by Buyer to Seller upon Seller's demand. In lieu thereof, Buyer may provide Seller with an appropriate tax exemption certificate acceptable to the taxing authorities.

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ESME ONE (ASIA) LIMITED.

**Rm504, 5/F Yee Kuk Ind. Centre, 555 Yee Kuk Street, Cheung Sha Wan, Kowloon, Hong Kong.
Phone: (852) 2720-1198, Fax: (852) 2391-9786 Email: general@esmeone.com**



7. **WARRANTY:** Seller warrants that on the date of Delivery and for One (1) year thereafter (Warranty Period), the Systems will substantially conform to manufacturer's specifications and be free from defects in material (Warranty). The Warranty Period for the Battery and Battery Module is Three (3) Months from the date of Delivery. Buyer shall send Warranty claims to Seller, in writing, promptly and, in any event, within the Warranty Period. Seller, at its sole option, shall either repair or replace nonconforming Systems (Remedy). This Warranty is void if the System has been repaired, altered, or modified in any manner by persons other than Seller or Seller's authorized service center. This Warranty excludes nonconformities resulting from: (i) normal wear and tear; and (ii) failure to properly store, install, operate, or maintain the System. The Remedy is Seller's sole obligation, and Buyer's sole and exclusive remedy, for all claims of nonconformities. If the Remedy is adjudicated to be insufficient, Seller shall refund Buyer's paid Price and have no other liability to Buyer. Seller warrants repairs and spare or replacement parts manufactured by Seller for six (6) months after returning Systems to Buyer, or the remainder of the Warranty Period, whichever is greater. Buyer shall pay the costs of returning nonconforming Systems under a warranty claim to Seller, and Seller will pay the costs of return shipping to Buyer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, WITH RESPECT TO SYSTEMS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. See also the General warranty conditions.

8. **INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES-RELIEF FROM LIABILITY:** Seller shall not be liable for INCIDENTAL, SPECIAL or CONSEQUENTIAL damages of any nature with respect to any products sold or delivered, any service rendered, or any failure to meet delivery schedules. In no event will Seller be liable under the terms of sale beyond the Ten Percentage (10%) value of the order.

9. **EXCUSABLE DELAYS:** Seller shall not be liable for delay in delivery or failure to manufacture or failure to complete performance of services attributable to causes beyond its control or occasioned without its fault or negligence. In the event of any such delay or failure, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay or failure.

10. **EXPORT RESPONSIBILITY:** The Articles are subject to any applicable export laws and regulations

11. **APPLICABLE LAW:** This order shall be construed and all disputes hereunder shall be settled in accordance with the laws of Hong Kong SAR, China.

12. **LANGUAGE:** All related contractual documentation and correspondence is to be written in the English language.

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GENERAL WARRANTY CONDITIONS:

PLEASE READ THIS DOCUMENT CAREFULLY; IT CONTAINS IMPORTANT INFORMATION ABOUT COVERAGE UNDER THIS LIMITED WARRANTY, CUSTOMER OBLIGATIONS, HOW TO ACTIVATE EXTENDED WARRANTY COVERAGE, AND OTHER IMPORTANT TERMS, CONDITIONS, EXCLUSIONS AND DISCLAIMERS.

ESME ONE (ASIA) LIMITED warrants that on the date of Delivery and for One (1) year thereafter (Warranty Period), the products will substantially conform to Manufacture's specifications and be free from defects in material (Warranty). The Warranty Period for the Battery and Battery Module is Three (3) Months from the date of Delivery. See also ESME ONE (ASIA) LTD general sales conditions.

1. LIMITED WARRANTY. In accordance with the terms and conditions of and except as excluded or disclaimed in this document, ESME ONE (ASIA) LIMITED warrants, from the Purchase Date, that all new Products will conform to manufacture's published Product specifications and be free from defects in materials and workmanship during the applicable warranty period. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY, AT ESME ONE (ASIA) LIMITED'S SOLE DISCRETION, IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS IN A MANNER, AND BY A SERVICE CENTER, AUTHORIZED BY MANUFACTURE. IF THIS REMEDY IS ADJUDICATED TO BE INSUFFICIENT, ESME ONE (ASIA) LIMITED SHALL REFUND CUSTOMER'S PAID PURCHASE PRICE AND HAVE NO OTHER OBLIGATION OR LIABILITY TO CUSTOMER WHATSOEVER. Any Product that is repaired or replaced under warranty is covered for Ninety (90) days from the date of return shipment by ESME ONE (ASIA) LIMITED or for the remaining duration of the applicable Warranty Period, whichever is longer. .

2. WARRANTY EXCLUSIONS AND DISCLAIMERS. ESME ONE (ASIA) LIMITED MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CUSTOMER HAS NOTIFIED SELLER OF ITS INTENDED USE FOR THE PRODUCTS), AND NON-INFRINGEMENT. ROUTINE PRODUCT MAINTENANCE, SOFTWARE UPDATES, AND CALIBRATION ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. ESME ONE (ASIA) LTD FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, IMPROPER STORAGE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), OR ANY OTHER IMPROPER CARE OR HANDLING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN ESME ONE (ASIA) LIMITED'S EXPRESSLY AUTHORIZED DESIGNEE. THIS DOCUMENT CONTAINS THE ENTIRE WARRANTY AGREEMENT BETWEEN CUSTOMER AND ESME ONE (ASIA) LIMITED AND SUPERSEDES ALL PRIOR WARRANTY NEGOTIATIONS, AGREEMENTS, PROMISES AND UNDERSTANDINGS BETWEEN CUSTOMER AND ESME ONE (ASIA) LIMITED. THIS WARRANTY MAY NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF ESME ONE (ASIA) LIMITED.

3. WARRANTY RETURN, REPAIR AND REPLACEMENT. To be eligible for warranty repair or replacement, Customer must notify ESME ONE (ASIA)

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LIMITED within thirty (30) days of discovering of any apparent defect in materials or workmanship. Before Customer may return a Product for warranty service or repair, Customer must first obtain a returned material authorization (RMA) number from ESME ONE (ASIA) LIMITED. To obtain the RMA number Owner must provide an original proof of purchase. For additional information, to notify ESME ONE (ASIA) LIMITED of an apparent defect in materials or workmanship, or to request an RMA number, contact ESME ONE (ASIA) LIMITED via repair@esmeone.com. Customer is solely responsible for complying with all RMA instructions provided by ESME ONE (ASIA) LIMITED including but not limited to adequately packaging the Product for shipment to ESME ONE (ASIA) LIMITED and for all packaging and shipping costs. ESME ONE (ASIA) LIMITED will pay for returning to Customer any Product that ESME ONE (ASIA) LIMITED repairs or replaces under warranty. ESME ONE (ASIA) LIMITED reserves the right to determine, in its sole discretion, whether a returned Product is covered under warranty. If ESME ONE (ASIA) LIMITED determines that any returned Product is not covered under warranty or is otherwise excluded from warranty coverage, ESME ONE (ASIA) LIMITED may charge Customer a reasonable handling fee and return the Product to Customer, at Customer's expense, or offer Customer the option of handling the Product as a non-warranty return. Any Product that is repaired or replaced under warranty is covered for one hundred eighty (180) days from the date of return shipment by ESME ONE (ASIA) LIMITED or for the remaining duration of the applicable Warranty Period, whichever is longer.

4. NON-WARRANTY RETURN. Customer may request that ESME ONE (ASIA) LIMITED evaluate and service or repair a Product not covered under warranty, which ESME ONE (ASIA) LIMITED may agree to do in its sole discretion. Before Customer returns a Product for non-warranty evaluation and repair, Customer must contact ESME ONE (ASIA) LIMITED via general@Esmeone.com to request an evaluation and obtain an RMA. Customer is solely responsible for complying with all RMA instructions provided by ESME ONE (ASIA) LIMITED including but not limited to adequately packaging the Product for shipment to ESME ONE (ASIA) LIMITED and for all packaging and shipping costs. Upon receipt of an authorized non-warranty return, ESME ONE (ASIA) LIMITED will evaluate the Product and contact Customer regarding the feasibility of and the costs and fees associated with Customer's request. Customer shall be responsible for the reasonable cost of ESME ONE (ASIA) LIMITED's evaluation, for the cost of any repairs or services authorized by Customer, and for the cost of repackaging and returning the Product to Customer. Any non-warranty repair of a Product is warranted for sixty (60) days from the date of return shipment by ESME ONE (ASIA) LIMITED to be free from defects in materials and workmanship only, subject to all of the limitations, exclusions and disclaimers in this document.

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