

TERMS AND CONDITIONS FOR THE PURCHASE ORDER

APPLICABILITY: The terms and conditions of this purchase order (hereinafter "PO") apply to all products, materials, items and/or services supplied (hereinafter collectively "Goods") sold to Computime Limited and its affiliates (hereinafter collectively "Buyer") by the supplier of the Goods (hereinafter "Supplier") as referenced on the PO.

ASSIGNMENT: The rights or the obligations of this PO and the agreement resulting herein may not be assigned or sub-contracted, in whole or in part, unless expressly agreed otherwise in writing with Buyer.

CANCELLATION: Buyer may cancel this PO in whole or in part at any time prior to shipment by Supplier, or in the event of Supplier's default, or Supplier's failure to comply with these terms and conditions. Buyer shall not be liable to Supplier upon such cancellation, and Supplier shall be liable to Buyer for any and all direct, incidental and consequential damages, including without limitation, additional costs incurred by Buyer for re-procurement in the event of Supplier's failure to comply with these terms and conditions.

CHANGES/RESCHEDULES: Buyer may change and/or reschedule this PO at any time prior to shipment by Supplier. Shall the change and/or reschedule result a change in cost, or time required for the performance, an equitable adjustment shall be notified in writing. Any claim by Supplier under this provision shall be waived unless expressly agreed otherwise in writing.

ENTIRE AGREEMENT: This PO and these terms and conditions inclusive constitute the entire agreement between the Buyer and the Supplier, and they may not be modified or amended except in writing agreed and signed by the Buyer and the Supplier.

FORCE MAJEURE: Force majeure shall mean circumstances that impede the fulfillment of this PO and which are not attributable to Supplier. Supplier is obliged to report this force majeure situation to Buyer in writing within two (2) calendar days. During force majeure situation, all of Supplier's obligations shall be suspended. Should the period in which Supplier cannot fulfill its obligations as a result of force majeure continue for longer than one (1) calendar month, Buyer shall be entitled to terminate this PO in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection herewith.

GOVERNING LAW: This PO and these terms and conditions are construed, interpreted and governed by the laws of Hong Kong Special Administrative Region. Supplier irrevocably consents to the exclusive jurisdiction and venue of the Courts of Hong Kong.

HEADINGS: Headings used herein are for the convenience of reference only and will not govern the construction or interpretation of any of the provisions of this PO and these terms and conditions.

INDEMNIFICATION: Supplier agrees to indemnify and hold Buyer harmless from any and all liabilities, losses, damages, demands, claims, suits, costs and expenses (including but not limited to legal fees, expenses incurred in connection with a recall of the Goods and/or supplying substitute Goods, and other expenses) incurred directly or indirectly to Buyer, to the use of the Goods or a breach of this PO by Supplier (hereinafter collectively "Losses"), including without limitation relating to: (i) any injuries to and death of persons and for loss of or damage to property (including without limitation, damage to the Goods); (ii) any bodily injury or property damages arising out of an occurrence caused by a defect in the design or a production defect in the Goods; (iii) any breach of any representation, warranty or obligation contained in this PO by Supplier, its agents, affiliates, employees, and/or subcontractors; (iv) any claim that the manufacture, use, sale, resale, offer for sale or importation of the Goods, either alone or in combination with other goods not furnished by Supplier, infringe or otherwise utilize any patent, trademark, copyright, mask work, trade secret or related rights (hereinafter

"Infringement Losses"). In the event of claims and/or proceedings relating to any indemnified Infringement Losses, Buyer will notify Supplier in writing, and Supplier shall defend at its sole cost and expense.

INSPECTION: Invoices are not due and payable until the Goods are received, inspected, and accepted by Buyer. All Goods will be inspected by Buyer within a reasonable time after delivery to ensure that the materials conform to the agreed specifications. Notwithstanding anything contained in this provision, Buyer reserves the right to inspect and reject Goods prior to shipment, at the Supplier's facility, at a mutually agreed upon time schedule.

INTELLECTUAL PROPERTY RIGHTS: Supplier shall indemnify and hold Buyer, including but not limited to its affiliates, distributors, or customers (hereinafter "Buyer's Affiliates"), harmless from and against all losses, liabilities, and damage costs and expenses, including but not limited to legal fees and expenses incurred in connection with substituting the Goods, resulting from any claim that the Goods infringe or utilize any unauthorized patent, trademark, copyright, mask work, trade secret or related intellectual property rights. Supplier shall defend any action or claim of such infringement or unauthorized use at its own expense.

LIABILITY: Supplier is liable for and indemnifies and holds Buyer harmless against any and all direct losses or damages whether in contract, tort, breach of statutory duty or otherwise resulting from or in connection with the performance of the PO, regardless of whether the said loss or damage is caused by the Supplier itself, its staff, by other persons whom the Supplier has engaged in the performance of the PO or any other third-parties and regardless of whether Buyer could have foreseen the possibility of such loss or damage.

PAYMENT: The payment of an invoice shall be made in USD within ninety (90) days upon recipient of the Goods provided, unless expressly agreed otherwise in writing or expressly stated in this PO, by transferring the amount due to the bank account stipulated by the Supplier. Invoices for Goods will not be sent until Supplier has fully and correctly performed in accordance with the agreed specifications. Payment of an invoice by Buyer does not imply Buyer's acceptance of the performance of the PO by Supplier in accordance with the agreed specifications.

PRICES: Prices quoted in this PO shall be agreed in writing in advance. Supplier warrants the prices of the Goods in this PO are at the lowest preferential rates in effect for comparable quantities of the Goods. Buyer shall, at its own discretion, audit Supplier's record for price quotation. Shall such prices be in excess of such lowest preferential rates, Buyer shall be entitled, at Buyer's discretion, to a credit to Buyer's account in an amount equal to the difference between the amount paid by Buyer and such lowest preferential rates.

RECALL: If (i) Supplier, Buyer, or any governmental agency or court having jurisdiction determines that any Goods or part thereof contains a defect or serious quality or performance deficiency, or (ii) any Goods is not in compliance with the specifications or Buyer's standards and requirements such that in Buyer's discretion such Goods should be reworked or recalled, the Buyer and the Supplier will promptly communicate all relevant facts to each other and undertake all corrective actions, including those required to meet all obligations imposed by law, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents. Supplier shall be responsible for all matters and costs associated with the recall, including but not limited to: (a) customer notification and contact; (b) all costs, expenses, liabilities, and losses incurred by Buyer's Affiliates in connection with the recall, including but not limited to refunds to customers, lost profits, transportation costs, and all other costs associated therewith; and (c) initial contact and report of the recall to any government agency having jurisdiction over the affected products. If a government agency initiates any inquiry or investigation relating to the Goods or similar goods manufactured or supplied by Supplier, Supplier shall notify Buyer immediately thereof and take reasonable steps to resolve the matter without exposing Buyer to any liability or risk. Buyer and Supplier shall cooperate with and assist each other in any such filing and corrective action, provided that nothing contained in this provision shall preclude a party from taking such action as may be required of it under any law or regulation. Each party shall consult the other party before making any statement to the public or a governmental agency concerning issues relating to potential safety hazards affecting any Goods provided hereunder, except where such consultation would prevent timely notification required to be given under any applicable law or

regulation. All of the actions and obligations set forth in this provision shall be at Supplier's sole cost and expense. This provision shall remain surviving after completion or upon termination of this PO.

REJECTION: Buyer shall, at its discretion, reject the delivered Goods if they are i) faulty, ii) are not of satisfactory quality, iii) do not conform to the agreed specifications. Supplier shall be liable for all the costs incurred for such transaction(s) and Buyer's losses and damages without prejudice.

RIGHTS TO AMEND AND/OR INTERPRET: Buyer reserves the rights to amend and/or interpret these terms and conditions at all times without prior notice. Such amendment(s) shall enter into full force on the effective date as notified.

TERMINATION: In the event of termination, Buyer shall be entitled to reclaim from the Supplier all payments it has made to the Supplier as having been unduly paid. Insofar as the performance provided by Supplier at the moment of dissolution is not open to repayment and if it otherwise complies with the PO, the Supplier shall be entitled to a payment, based on the value of the performance to Buyer and determined in all reasonableness, less the amount which Buyer can claim from the Supplier in respect to the shortcoming and/or the termination. Upon expiry or termination of a PO for any reason or for no reason, the Supplier shall offer due assistance to enable Buyer to continue the delivery of the Goods and return to Buyer at its own expense all items, materials, specifications any other information relating to the Goods in its possession. All claims from Buyer on Supplier shall become immediately due and payable upon the termination of a PO. It is expressly agreed that Buyer shall not be liable to pay any severance payment or compensation of whatever nature to the Supplier for loss of profit or loss of goodwill or for any other loss or damage howsoever arising as a result of the expiry or termination, for whatever reason, of a PO.

TIME IS OF ESSENCE: Time is of the essence in the performance of Supplier's obligations here within and Buyer is relying upon performance by Supplier in a timely manner. Buyer's acceptance of Supplier's late performance shall not be deemed a waiver of this provision.

TITLE AND RISK OF LOSS: Supplier assumes titles and is responsible for all risk of loss of the damage to and liability for: (i) any Goods and works in process, materials and other property of Supplier until acceptance by Buyer of the Goods; (ii) any Goods rejected by Buyer.

WARRANTIES: The Supplier warrants including but not limited to the following: (i) the Goods are suitable for the purpose for this PO; (ii) Supplier will exercise due professional care, skill, diligence and competence in accordance with applicable professional standards and will perform the PO entirely in accordance with the requirements as per the agreed specifications; (iii) the Goods in this PO are of the highest possible quality, fit for purpose and provide the adequate level of safety, health, welfare and environment; (iv) the Goods in this PO are in accordance with any samples, models or drawings as regard their quantity, description, quality and performance, are produced according to the latest state of technology and are new, of the highest possible quality, free of faults as regard to their design, processing, manufacture, construction, and dimensions, free of defects and third-party rights; (v) the Goods have been and will be complied strictly with all applicable local and international laws and regulations; (vi) the Goods otherwise comply with the requirements reasonably set for them or as informed by Buyer from time to time.

WAIVER: Failure to insist on the performance of any of the terms and conditions, or to exercise any right or privilege, or waiver of any breaches by Buyer, will not amend, modify, or waive any such rights or privileges that Buyer may otherwise have.

Effective on: 2017/05/01 Version 1.01