# SALE & PURCHASE AGREEMENT

**Buyer:** _____

Add:
Tel:
Fax:

**Seller:[Idah Co., Ltd.][Avantron Micro Co., Ltd.]**

Add: No.6, Long-Hsiang 1st Rd., Su-Ao Township, Yilan County 270, Taiwan
Tel: +886-3-9902701
Fax: +886-3-9905638

**This SALE & PURCHASE AGREEMENT** (the "Agreement") is made and entered into on _____ ("Effective Date") by and between (name of Buyer), a company duly organized and existing under the laws of (country of Buyer) ("Buyer"), and [Idah Co., Ltd.][Avantron Micro Co., Ltd.], a company duly organized and existing under the laws of Taiwan ("Seller"), in connection with sale and purchase transaction(s) of certain machinery and equipment manufactured, assembled and/or supplied by Seller.

In consideration of the mutual covenants and agreements contained herein, the parties hereby understand and agree as follows:

## 1. Scope of Products

1.1 Subject to the terms and conditions hereinafter set out, Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer certain machinery and equipment (collectively the "Equipment"). The models, quantities and the respective specifications ("Specifications") of the Equipment shall be described in Appendix I attached hereto.

1.2 Any change to the quantity or Specifications of the Equipment shall be mutually agreed upon by the parties in writing, whereupon the Sales Price (as defined in Article 2.1 hereof) and the delivery schedule may be adjusted accordingly.

## 2. Price and Payment

2.1 The total amount of the sales price for the Equipment is US$_____ net (the "Sales Price") with price breakdown as indicated in Appendix I. The Sales Price shall be paid [Options: in full by irrevocable confirmed letter of credit ("L/C") at sight, which shall be issued in favor of and provided to Seller within fifteen (15) days after the Effective Date /or/ by the following installments:

1) Down payment: [Thirty percent (30%)] of the Sales Price (US$_____) by telegraphic transfer due and payable on the Effective Date;

BETA RAVEN · BLISS · CENTURY EXTRUSION · CPM · CROWN · D&G ELECTRICAL ENGINEERING · DIPIU MACCHINE IMPIANTI · DORSSERS · EXTRICOM · GREENBANK TECHNOLOGY · IDAH · PLANET DRYERS · PROLINE ENGINEERING LTD · Roskamp · RUIYA · TSA GRIDDLE · WOLVERINE PROCTOR

2) Second payment: _____ percent (_____%) of the Sales Price (US$ _____) due [Options: and payable within thirty (30) days after invoice, postmark to govern /or/within seven (7) days after receipt of Seller's notice of readiness for delivery given under Article 3.3 hereof /or/ upon irrevocable confirmed L/C at sight upon shipment effected, which L/C shall be issued in favor of and provided to Seller within thirty (30) days after the Effective Date]; and

3) Final payment: _____ percent (___%) of the Sales Price (US$_____) by [Options: due and payable within thirty (30) days after invoice, postmark to govern /or/ within seven (7) days from the acceptance or deemed acceptance of the Equipment.]

2.2 The service fee as set forth in Article 4.2 hereof, if any, shall be paid at the same time as the final payment of the Sales Price is due.

2.3 Seller will issue invoices to Buyer in accordance with the foregoing payment terms. Bank charges outside of Taiwan shall be borne by Buyer. The payments hereunder shall be made to the following bank account designated by Seller:

Taiwan Cooperative Bank, International Department
SWIFT: TACBTWTP
Beneficiary: Idah Co., Ltd.
A/C No.: 0130-188-002618
Add.: 3F, No. 325, Chunghsiao E. Rd., Sec.4, Taipei, Taiwan

2.4 Each party shall bear the imposed duties and taxes for the shipment and import/export of the Equipment in accordance with the applicable Incoterms 2020 and other laws as per the shipping term set forth in Article 3.2 hereof.

2.5 In the case of late payment, Buyer agrees to pay monthly interest at the rate of eighteen (18%) percent per annum until payment is made in full. If any payment becomes ninety (90) days or more past due, Seller reserves the right to stop all sales of the Equipment and/or performance of services hereunder to Buyer.

2.6 Seller reserves the right to increase the price of the Equipment, by giving written notice to Buyer at any time before the delivery, to reflect any increase in the cost of Equipment to Seller that is due to:

1) any factor beyond the control of Seller (including increases in taxes, duties, and tariffs);

2) any request by Buyer to change the date(s) of the delivery, quantities or types of the Equipment ordered, or the Specifications; or

3) any delay by Buyer caused by inadequate or inaccurate information or instructions in respect of the delivery of the Equipment, e.g. customs clearance, detention charges.

## 3. Delivery, Title and Risk

3.1 Unless otherwise specified in Appendix I or the applicable purchase order, delivery of the Equipment will be scheduled as set forth in the applicable quotation, subject

to additional lead time as reasonably required for design, materials procurement and manufacture. If the motor and/or other machines, devices, parts or accessories that will work with the Equipment are separately acquired by Buyer from any source other than Seller, the relevant documents, materials, specifications and drawings to the extent necessary for the design, manufacture and delivery of the Equipment shall be furnished to Seller no later than forty-five (45) days after the Effective Date. In the case of delayed or insufficient provision of such documents and/or materials, the aforesaid delivery schedule shall be postponed accordingly, and Buyer shall be liable for any and all costs incurred to Seller thereby, including, without limitation, warehousing expenses and L/C extension or amendment charge, notwithstanding anything to the contrary in the L/C or any other instruments.

3.2 The shipment of the Equipment will be made [Options: F.C.A. a manufacturing facility designated by the Seller /or/ F.O.B. Keelung Port, Taiwan /or/ C.I.F. (destination) Port, (country)] pursuant to the Incoterms 2020. Unless otherwise specified in this Agreement or the respective purchase order, all costs, insurance, freight and any other expenses related to the shipment shall be borne by Buyer. Any prepayment by Seller of transportation charges shall be the responsibility of Buyer and shall be promptly repaid to Seller. Partial shipment is allowed unless otherwise agreed in writing. If applicable, Buyer will be responsible for providing clear access both to and on the site, and at its own expense and Buyer shall provide all necessary labor and equipment to off-load the Equipment on arrival at the shipment address, at its own risk. No failure of or delay in the delivery of any partial shipment or any defect in the contents thereof shall entitle Buyer to treat this Agreement as repudiated with regard to any remaining partial shipments. If any change to the delivery schedule is necessary regardless of whatever reason may be, Seller shall so notify Buyer and the parties will coordinate a new schedule through mutual consultation.

3.3 Seller will notify Buyer when the manufacture of the Equipment has been completed and the Equipment is ready for delivery. Buyer shall be prepared to receive the Equipment within thirty (30) days after receipt of such notice. If Buyer refuses to receive any of the Equipment or requests postponement of shipment for whatever reason or the shipment of the Equipment is delayed by Buyer beyond the date on which Seller is ready to ship the Equipment, it shall be deemed to be in breach of this Agreement and the full remaining amount of the Sales Price as set forth in Article 2.1 shall become due and payable immediately. Buyer shall also assume the entire risk of loss or damage to the Equipment upon expiration of the foregoing 30-day period and be liable for any and all costs incurred by or during the delay/postponement, including, but not limited to, storage, safekeeping, insurance and maintenance expenses.

3.4 Upon delivery, Seller will provide Buyer with the shipping documents, including invoice, packing list, bill of loading (“B/L”) and certificate of origin issued by competent authority, if explicitly required in advance. Unless otherwise provided herein, risk of loss or damage will pass to Buyer upon delivery of the Equipment in accordance with the applicable Incoterms 2020 based on the shipping term as set forth in the foregoing Article 3.2. Seller will ensure that the Equipment is

adequately packed in standard containers in accordance with the generally recognized shipping standards for goods of the same class or kind.

3.5 At the time of the delivery of the Equipment to the delivery point, risk of loss, deterioration and damage of the Equipment shall pass to Buyer. Buyer shall purchase and maintain insurance for coverage against loss, deterioration and damage of the Equipment in an amount equal to at least the aggregate Sales Price of the Equipment and services to be provided under this Agreement until final payment of the Sales Price is made to Seller. Title to and rights in the Equipment will pass to Buyer only upon delivery and full payment of the Sales Price by Buyer for the Equipment and following payments of any other outstanding debts by Buyer to Seller.

## 4. Inspection, Test and Acceptance

4.1 Seller will schedule and conduct an outgoing inspection of the Equipment at Seller's factory prior to delivery and will so notify Buyer at least seven (7) days in advance. Buyer may participate in such inspection. If Buyer fails to participate in the said outgoing inspection in a timely manner, the inspection report prepared by Seller shall be final and conclusive. The Equipment will then be delivered as is and as appears in the pictures taken during the inspection. Buyer may not object to the appearance and condition of the Equipment thereafter.

4.2 It is expressly understood and agreed that Buyer shall be fully and solely responsible for the installation of the Equipment at its premise. Upon Buyer's request, Seller agrees to dispatch qualified personnel to provide on-site support for installation and trial run of the Equipment (collectively the "Test") at the sole cost of Buyer, including travel and transportation expenses such as return flights, inland transport, hotels rated 3-star and above and meals, and in no event longer than five (5) working days with normal working hours for two (2) engineers working together. If Buyer requires extra time and manpower for the Test, such additional consulting service or charges shall be subject to availability and be payable at the rate of US$ 300 (net of any deduction or withholdings) each person per day or the fees to be agreed upon prior to commencement of such work, on top of the expenses as set forth above. Any other costs and expenses for or in connection with the Test that are not specified in Appendix I or other related document(s) executed by the parties hereafter shall also be fully and solely borne by Buyer.

4.3 The Test of the Equipment shall be accomplished no later than ninety (90) days after delivery. Buyer shall accept the Equipment upon completion of the Test or the extension of the Test (if any). If the Test and/or acceptance delays beyond the aforementioned (90) days period—for any causes not solely attributable to Seller—the Equipment will be deemed to have been accepted by Buyer upon expiration of the 90-day period. All remaining amount of the Sales Price and the service fees as set forth in the foregoing Article 4.2, if any, shall become due and payable in accordance with Articles 2.1 and 2.2 hereof.

4.4 Upon delivery of the Equipment, Seller shall furnish Buyer with user's manual or other commissioning instructions for the Equipment in the English Language.

4.5 Buyer shall use, and shall train and require its employees and agents to use, all safety devices, guards and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any safety device, guard or warning sign. If Buyer fails to observe any of the obligations set forth in the preceding two sentences with regard to any of the Equipment, Seller shall not be liable for any bodily injury, death or property damage arising from such failure.

4.6 Buyer shall provide any Seller's employee or representative who is present at Buyer's facility(ies) for any purpose (including without limitation providing the services, advisory services for commissioning, installing, maintaining, or repairing the Equipment in accordance with Articles 4.2 hereof) with adequate training regarding all safety devices, guards and proper safe operating and maintenance procedures applicable to the Buyer's facility(ies); a safe environment; and all necessary personal protective equipment necessary to be present at Buyer's facility(ies). If Seller, its employees, or representatives incurs a loss due to Buyer's failure to appropriately and adequately provide the foregoing, Buyer shall be liable for such loss. Seller reserves the absolute right, in its sole discretion, to refuse to enter onto or participate in any work at Buyer's facility(ies), including providing the Services, if Seller or its employees or representatives determine that Buyer does not have appropriate minimum safety requirements in place.

## 5. Warranty and Services

5.1 Seller hereby represents and warrants that: (i) unless otherwise specified in the purchase order, the Equipment is new and unused upon notice of readiness for delivery pursuant to Article 3.3; and (ii) the quality and specifications of the Equipment delivered to Buyer hereunder conform to the Specifications as prescribed in Appendix I hereto; and (iii) the Equipment delivered to Buyer, excluding parts, accessories and consumables, will be free from defects in materials or workmanship under normal usage and proper maintenance for a period of one (1) year from the date on which the Equipment is commissioned or eighteen (18) months from when the Equipment is ready for transportation to Buyer, whichever occurs first (the "Warranty Period"). Seller's entire liability under this Article 5.1 shall be limited to repair and replacement, including workmanship, materials and parts.

5.2 Buyer shall promptly notify Seller in writing of any alleged defects identified during the Warranty Period. For any defects discovered during the Warranty Period, Seller may repair or replace, at its sole option and expense, any defective Equipment at Buyer's location, or Seller may request that Buyer deliver the allegedly defective Equipment to a location designated by Seller. Such repair or replacement shall be Buyer's sole and exclusive remedy for defective Equipment or any part thereof. Seller assumes no responsibility and shall have no liability for any repairs or replacements by Buyer without Seller's prior written authorization or any defects discovered after the expiration of the Warranty Period. Buyer shall be responsible for, and Seller shall have no liability for, the costs of transporting, shipping, removing or segregating any defective Equipment so that

the repairs or replacements can be made or the costs of transporting, shipping, insuring or installing any repaired or replacement Equipment at Buyer's location.

5.3 Buyer's exclusive remedy for Seller's breach of this warranty shall be, at Seller's option, to either re-perform the defective service or refund to Buyer the purchase price attributable to such defective service. Seller shall have no liability to Buyer for any deficiencies in services claimed by Buyer more than one (1) year from the date on which such services were performed.

5.4 Seller does not warrant the Equipment against normal wear and tear, ordinary degradation in performance, misuse, neglect, improper operation or maintenance (such as lack of lubricant in the bearing and transmission part), unauthorized attempts to disassemble, repair or make alteration, use of unapproved parts, accessories or consumables, accidents, acts of God or other hazard beyond Seller's control. It is explicitly understood and agreed that the warranty provided hereunder shall be voided immediately if and when: (i) any replacement of parts or accessories not supplied or approved in advance by Seller is used in the Equipment, (ii) any alteration or modifications is made to the Equipment without Seller's prior permission, (iii) the Equipment is not used, installed, maintained or operated in accordance with Seller's instructions, precautions or specifications or standard industry practices, whether by Buyer or any third party, (iv) the Equipment is used for processing product inconsistent with the feed characteristics set forth in the applicable quotation or purchase order, but if no feed characteristics or feed specifications are stated in the applicable quotation or purchase order, the Equipment is used to process product which is different from the product provided to Seller for testing prior to the purchase order being entered into, (v) Buyer fails to give prompt written notice to Seller before the end of the Warranty Period specifying all alleged defects in the Equipment purchased, or (vi) Buyer fails to preserve and turn over to Seller and permit reasonable inspection by Seller of all allegedly defective Equipment, parts or items and access to the Equipment to observe its startup, operation and maintenance.

5.5 In the event that the parties have expressly agreed upon a production capacity, processing capacity hereby expressly excluded, of the Equipment and the actual capacity cannot meet the target capacity as specified in Appendix I due to a cause attributable to Seller, Seller agrees to compensate Buyer in the manner as determined by the parties through good-faith discussion; provided that such compensation shall not exceed the proportion of the discrepancy between the actual capacity and the target capacity. It is expressly understood and agreed that such discrepancy in production capacity will not constitute a cause for termination or cancellation of this Agreement and the respective purchase order and that Buyer may not delay or withhold payment or claim compensation for any other damage or loss by reason of such discrepancy.

5.6 THE WARRANTY SET FORTH IN THIS ARTICLE 5 IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXCLUDES ANY WARRANTY NOT CLEARLY STATED HEREIN, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER PROMISE OR AFFIRMATION OF FACT SHALL

CONSTITUTE A WARRANTY OF BUYER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION ON THE PART OF BUYER.

5.7 If any training, consultation and/or out-of-warranty service is required, Seller agrees to provide necessary support on terms to be determined by the parties separately.

5.8 Seller shall not be liable for any bodily injury, death or property damage due to use of the Equipment for materials or products not specified in this Agreement or use of replacement parts not specifically authorized in writing by Seller or due to changes in the Equipment made by Buyer without Seller's written authorization.

5.9 If the terms of this Agreement do not require Seller to install and commission the Equipment, Buyer shall assume full responsibility for operation, training and verification of all aspects of health and safety with respect to the Equipment, and Seller shall not be liable for any claims, liability, losses and obligations arising directly or indirectly from the installation or commissioning.

5.10 Seller shall not be liable for any loss or damage resulting from: (i) Buyer failing to supply any necessary technical data, as required; (ii) Buyer failing to supply any apparatus, materials and services required; (iii) any changes in designs or specifications made by Buyer subsequent to acceptance of a purchase order by Seller; or (iv) any other reason beyond Seller's control.

## 6. Proprietary Rights

Seller expressly retains any and all intellectual property rights in all Specifications (except those provided by Buyer), designs, drawings, engineering details, software, inventions, patents, trade secrets, trademarks/names and any other proprietary rights in or relating to the Equipment. Sales of the Equipment hereunder do not convey any license to Buyer to directly or indirectly manufacture, duplicate or otherwise copy or reproduce any portion of the Equipment.

## 7. Term and Termination

7.1 This Agreement shall come into force from the Effective Date and remain effective until the expiration of the warranty period as set forth in Article 5.1 or the complete fulfillment of all payment obligations of Buyer hereunder, whichever is later.

7.2 This Agreement and any purchase order hereunder may not be terminated, suspended or cancelled in whole or in part unless with Seller's prior written consent. In case of any termination, suspension or cancellation by Buyer for a cause not attributable to Seller, the amount of Sales Price received by Seller is not refundable and the down payment, if unpaid, remains due and payable pursuant to Article 2.1. Buyer shall also compensate Seller for all costs incurred prior to such termination, suspension or cancellation. Buyer agrees that when this Agreement is resumed, any increases in costs of labor or materials then in effect will be added by Seller to the original purchase order price and the new scheduled date of the delivery of the Equipment or date of performance of the services shall be subject to Seller's then current backlog of projects, without any liability on behalf of Seller.

7.3 In no event shall title to Equipment or services transfer to Buyer if this Agreement is suspended or terminated, for any reason, unless and until (i) one hundred percent (100%) of the total Sales Price is paid to Seller, and (ii) Seller approves such transfer in writing. In the event any unfinished goods or Equipment are transferred to Buyer, all such goods and Equipment are transferred "AS-IS" without any warranties, express, implied, or otherwise, and Buyer shall pre-pay all shipping, packing, insurance, or other costs or expenses to transport such unfinished goods or Equipment.

7.4 If Buyer delays any payment hereunder or fails to receive any of the Equipment pursuant to Article 3.3 for more than ninety (90) days, Seller shall have the right, at its sole discretion and without incurring any obligations or liabilities to Seller, to terminate this Agreement in whole or in part by giving Buyer a 30-day prior written notice, whereupon the amount received by Seller would not be refundable. In the event of termination due to Buyer's refusal or delay to receive any of the Equipment, Seller shall also be entitled to damages in the full amount of the Sales Price, in addition to any and all costs incurred by Seller after notice of readiness for delivery pursuant to Article 3.3 up to such termination.

7.5 Buyer shall not be permitted to terminate this Agreement for convenience. In the event that Seller breaches any of its material obligations or any other material terms or conditions of this Agreement, Buyer may, upon notice in writing to Seller, terminate and cancel this Agreement, *provided*, that Seller shall have a thirty (30) day period to cure such breach. In the event Seller becomes insolvent or a receiver is appointed or a petition in bankruptcy is filed by or against Seller, Buyer may, upon notice in writing to Seller, immediately terminate and cancel this Agreement. Upon a termination of this Agreement by Buyer for any reason, Seller will make a reasonable estimate of the percentage of completion of all active purchase orders, including, previously performed Services, purchased items or materials for made to order Equipment, cancellation costs to Seller from suppliers, plus Seller's profit. Buyer's obligation will be to pay Seller the cost of the percentage of completion plus profit and cancellation charges which may be charged back by other manufacturers to Seller on items which Seller may have ordered to complete Buyer's purchase order. If the monies already paid to Seller by Buyer do not cover the foregoing, Buyer will be liable for any difference, which shall be promptly payable to Seller upon demand.

7.6 Any attempted termination of this Agreement not in accordance with Article 7 hereof shall be considered a material breach of this Agreement and the unpaid portion of the total Sales Price under this Agreement shall become immediately due and payable to Seller, and Seller shall have no duty to mitigate damages.

## 8. Miscellaneous

8.1 Confidentiality. Each party shall keep confidential any proprietary information ("Confidential Information") made known to or acquired from the other party for the purpose of this Agreement, and shall not disclose or divulge any of such information to any third party without prior written consent of the other party. All of Seller's Confidential Information shall remain the proprietary and confidential

property of Seller or its subcontractor or subsupplier, respectively, and shall be used by Buyer only with respect to the work covered by this Agreement and shall not be used by Buyer in connection with any other project. Such Confidential Information may only be shown or otherwise made available to Buyer's agents and representatives upon Buyer incorporating all of the confidentiality obligations set forth in this Article 8.1 into an agreement with such agents and representatives. Neither Buyer itself shall, nor shall Buyer permit any of its employees or agents to reverse engineer, measure or otherwise technically examine or test the Equipment which are within Buyer's control without Seller's prior written consent. Any such Confidential Information which Buyer determines must be disclosed to its employees shall only be disclosed to its employees on a need-to-know basis for the plant design, installation, operation, maintenance, and repair of the Equipment. All Intellectual Property given or made available to Buyer under this Agreement or obtained by Buyer from the Equipment or services shall remain the exclusive property of Seller or its subcontractor and/or subsupplier, respectively. Buyer shall return all Confidential Information in its possession at Seller's request.

8.2 Limitation of Liability. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER AGREES THAT ALL DAMAGES AWARDED AGAINST SELLER, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION ON WHICH THE AWARD IS BASED, SHALL NOT EXCEED THE SALES PRICE OF THE EQUIPMENT/SERVICE PAID FOR BY BUYER TO WHICH THE DAMAGES RELATE, IN THE EVENT THAT THE CAUSE OF ACTION IS BASED UPON THE EQUIPMENT PURCHASED BY BUYER. TO THE EXTENT THAT BUYER MAKES ANY CLAIM UNDER ANY FRAUD OR TORT THEORY FOR THE PURPOSE OF CIRCUMVENTING THE LIMITATIONS AND DISCLAIMERS SET FORTH HEREIN AND IS UNSUCCESSFUL IN PREVAILING ON THOSE CLAIMS, BUYER HEREBY AGREES TO REIMBURSE AND INDEMNIFY SELLER FOR ALL EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) INCURRED BY SELLER IN DEFENDING SUCH CLAIM; SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES INCURRED OR SUFFERED BY BUYER IN CONNECTION WITH ANY DRAWINGS OR SPECIFICATIONS PROVIDED TO BUYER BY SELLER FOR EQUIPMENT WHICH IS NOT SUPPLIED TO BUYER BY SELLER UNDER THIS AGREEMENT.

8.3 Seller's Remedies. (i) In the event of the insolvency of Buyer, Seller reserves the right to cancel the sale of any Equipment and services as well as the right to stop delivery of the Equipment and to resell same; (ii) if a receiver is appointed, or if a petition in bankruptcy is filed by or against Buyer, Seller may, upon election, demand the entire Sales Price stated in any current purchase orders or may without notice or demand by process of law, take possession of all or any of the Equipment which have not yet been paid for, wherever located, and retain all monies

theretofore paid as compensation for the reasonable use of such Equipment. If this Agreement is breached by Buyer and is placed in the hands of an attorney for collection of any balance due or enforcement of any other of Seller's remedies, Buyer agrees to pay all attorneys' fees and other expenses involved therein which are paid or incurred by Seller. All rights and remedies contained herein are cumulative and not alternative.

8.4 Indemnification. Buyer shall indemnify and hold Seller harmless from and against any losses or damages suffered or incurred by Seller in connection with any claims made by any vendors or suppliers that Seller is required by Buyer to use in connection with the transactions described in this Agreement.

8.5 Return and Repair. In no case are Equipment to be returned without Seller's written permission. Previously obtained Equipment accepted for credit are subject to a minimum service charge of 15% plus all transportation charges. Equipment made to order are not subject to return for credit under any circumstances. Any Equipment authorized for return must be securely packed so as to reach Seller without damage. Equipment reaching Seller in damaged condition may be accepted by Seller for credit at such value as shall be reasonable after determination by Seller of the extent of such damage, and Seller assumes no responsibility for damages suffered as a result of such returned Equipment prior to its receipt by Seller in good order and condition; in the event that Buyer at any time delivers the Equipment or any part thereof to Seller for repair, Buyer agrees that such delivery shall constitute Buyer's authorization to Seller to destroy or render unusable the Equipment or any part thereof in the event that it is found to be beyond repair, and which in accordance with Seller's safety guidelines is determined by Seller to be hazardous to operate as a result thereof.

8.6 Force Majeure. In no event shall either party be liable for failure or delay in performing its obligations hereunder when such failure or delay is due to acts of god, war, acts of terrorism, accidents, floods, fires, earthquakes, epidemics or pandemics, sabotage, labor disputes, shortages, embargoes, blockades, insurrections, detention, revolution, riot, striking, lockout, breakdown of machinery, governmental laws, ordinances, rules and regulations, inability to obtain material, equipment or transportation, and any similar contingencies, or any other cause beyond either party's reasonable control (collectively the "Force Majeure"). In case any event of Force Majeure occurs, the affected party shall so notify the other party in writing of the occurrence, expected impact, and anticipated duration of any event of Force Majeure as soon as practicably possible and the parties shall coordinate a reasonable resolution through mutual consultation. If an event of Force Majeure delays Seller's performance of its obligations under this Agreement for more than one-hundred and twenty (120) days, Seller, may at its option, terminate this Agreement without any further liability or obligation to Buyer. For the avoidance of doubt, in no event shall an event of Force Majeure excuse any payment obligations of either Party under this Agreement.

8.7 No-Assignment. No rights or obligations of Buyer arising out of this Agreement may be assigned to any third party without Seller's prior written consent.

8.8 Waiver. No waiver by Seller of any of the provisions of this Agreement shall be effective unless explicitly set out in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by Seller shall operate or be construed as a waiver thereof. No waiver by Seller of any default of Buyer under the Agreement shall be deemed to be a waiver of any subsequent or other default by Buyer.

8.9 Survival of Provisions. The provisions hereof which expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, Articles 6 and 8, shall survive and remain valid thereafter.

8.10 Notice. Unless otherwise provided herein, any notice given or required under this Agreement shall be in writing and be delivered by first class mail to either party at the address set forth first above or to such address as otherwise notified in writing by either party from time to time.

8.11 Entire Agreement; Amendment. This Agreement together with all appendixes attached hereto constitute the entire agreement between the parties and supersedes all prior agreements between them, whether written or oral. This Agreement may not be amended except by an instrument in writing duly executed by the parties.

8.12 Governing Law and Arbitration. This Agreement shall be governed by and construed in accordance with the laws of Taiwan without regard to its conflict of law rules. Any dispute that arises out of or in connection with this Agreement and cannot be settled through amicable negotiation shall be referred to and resolved by Chinese Arbitration Association, Taipei. The arbitration shall be held in Taipei, Taiwan and be conducted by a tribunal of three (3) arbitrators in accordance with the Arbitration Act of Taiwan. The decision and award rendered by arbitrators shall be final and binding upon the parties hereto.

8.13 Sanctions Compliance. The Buyer represents and warrants to the Seller that the Equipment purchased hereunder shall be used only in the end destination specified on the applicable purchase order. The Buyer covenants and warrants to the Seller that the Equipment purchased hereunder shall not be diverted, exported, re-exported, shipped or otherwise delivered to any jurisdiction subject to embargo by the United States government (which, as of the date hereof, includes the Crimea region, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic of Ukraine, Cuba, Iran, North Korea, and Syria), to any jurisdiction subject to embargo by the country of organization of Seller, to any parties which are blocked or otherwise subject to sanction by the U.S. government (such parties being listed on the consolidated U.S. screening list located at https://www.export.gov/csl-search and the consolidated UK screening list located at https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/), or to any parties which are blocked or otherwise subject to sanction by the government of the country of organization of Seller.

The Buyer's breach of any of the foregoing representations, warranties and/or covenants shall entitle the Seller to immediately terminate this agreement and any remaining obligations of Seller hereunder. For the avoidance of doubt, Seller may not sell products, spare or replacement parts, or provide services (including

but not limited to commissioning, warranty and/or after-sales services) to any jurisdiction embargoed by the U.S. government, the government of the country of organization of the Seller, to any parties blocked or otherwise subject to sanction by the U.S. government, or to any party blocked or otherwise subject to sanction by the government of the country of organization of Seller. The Seller's refusal to do so shall not be considered a breach of its contractual obligations or commitments hereunder or give the Buyer any right to make a claim for breach.

The Buyer shall further indemnify, defend, and hold harmless the Seller from and against any and all losses, liabilities and damages arising from the Buyer's failure to comply with its representations, warranties and/or covenants hereunder, including but not limited to the Seller's attorneys' fees and expenses.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate as of the date first above written.

| | |
|---|---|
| **Buyer:** _____ | **Seller: [Idah Co., Ltd.][Avantron Micro Co., Ltd.]** |
| By: _____ | By: _____ |
| (Name, Title) | (Name, Title) |

**Appendix I**

QUOTATION / EQUIPMENT LIST

**1. Model(s):**

1)

**2. Standard Specifications:**

【*Specify details*】

Feed Type:

Pellet Size:

[Production Capacity*][Processing Capacity]: [*Specify*][Not applicable]

Equipment Color: #___ per Standard Color Chart of Taiwan Paint Industry Association

* The above target Production Capacity, if any, shall not constitute an acceptance criterion if and when: (i) other devices, parts and/or components in Buyer's production line that work with the Equipment are not supplied by Seller, including _____; (ii) any unauthorized alteration is made to the Equipment, (iii) the formula used for production is not the standard formula provided by Seller; or (iv) the Equipment is not properly operated in accordance with Seller's instructions.

**3. Customized Specifications designated by Buyer:**

【*Specify details, if any*】

Painting color of Equipment**:

** If Buyer would like to have the Equipment color customized, it shall so notify Seller in writing within a month after the Agreement is executed, on terms which will compensate extra cost incurred to Seller, if any. Failure to give timely notice will be deemed as Buyer's acceptance of Seller's standard painting colors.