



## CHINATUNGSTEN ONLINE (XIAMEN) MANU.& SALES CORP.

### GENERAL TERMS AND CONDITIONS (GTC)

#### 1. DEFINITION

- 1.1 **The Seller**, Chinatungsten Online (Xiamen) Manu. & Sales Corp., CTOMS, Chinatungsten, Chinatungsten Online, Party A, and Shipper.
- 1.2 **Chinatungsten (Group) Co. Limited**, the beneficiary name on behalf of the Seller.  
Chinatungsten (Group) Co. Limited is the Seller's wholly-owned oversea branch established in HongKong and appointed payment receiver of the Seller
- 1.3 **The Buyer**, the party buys the Commodity(refer to 1.5), Party B, purchaser, any short name for the Buyer, without consideration of the Consignee(refer to 1.4).
- 1.4 **The Consignee**, the receiver of the Commodity, the Buyer itself and/or anyone appointed by the Buyer.
- 1.5 **Commodity**, Good, Product, any form and/or description of the Commodity and/or service in Part I of the contract, regardless of charged or uncharged, virtual or physical, besides of mold for the Commodity, and sample charged and/or free.
- 1.6 **Total Amount, Amount-the Price multiples Quantity** of the Commodity settled in the contract, delivery cost, bank charge, and other products and service charged.
- 1.7 **Payment Path/Method, Payment Instruction**, provided by the Seller along with Pro-forma Invoice, invoice, Contract and/or quotation. The seller keeps the right to recourse the total amount through Chinese Law, whenever anyone makes use of vulnerability neither traditional nor non-traditional payment methods and makes the seller at a disadvantage state.

#### 2. PRINCIPLE

- 2.1 The Seller agrees to sell and the Buyer agrees to purchase the Commodity in the contract.
- 2.2 The contract is the only conditions, agreed both by the Seller and the Buyer in this contract, but not any others from the email, fax, MSN and other means.
- 2.3 In this Contract, the DEFINITION in singular form includes the plural form, and vice versa.

#### 3. PRICE

- 3.1 Price validity, the Buyer shall arrange payment within price validity, or the contract may be canceled by the Seller.
- 3.2 If there is price currency differences, both parties shall re-negotiate.
- 3.3 The Seller remains the right to adjust the price and freight cost of the contract accordingly in case that the new RMB exchange rate may cause significant loss to the Seller and the freight cost is changed by the shipper, even if the contract is signed but the payment is not implemented.
- 3.4 All the price terms are applied under Incoterms 2010. Difference shall be put forward before contract if there are any items conflicted with.
- 3.5 Insurance cost shall cover all risks. If the commodity requires other insurances, such as war risk, WPA, shall be pointed out before contract.

#### 4. DELIVERY

- 4.1 Time contained in this Contract is subject to GMT:+8:00.
- 4.2 Working day(s), each calendar day except the Holidays and Saturday, Sunday.



- 4.3 Day(s), Working day(s) except Saturday and Sunday.
- 4.4 Holidays, recognized by law and regulation, issued by Central Government of the mainland of China and/or municipal government of the local site of Chinatungsten Online  
<http://www.chinatungsten.com/PDF/2016-Chinese-National-Holidays.pdf> and its branches/workshops and related suppliers.
- 4.5 The Seller may arrange the delivery of Commodity before and on the day upon the delivery time unless highlights in contract.
- 4.6 If the forwarder is appointed by CTOMS, the Seller keeps the right to choose based on his own consideration, or the Buyer shall bear the responsibility of all cost and risks.
- 4.7 Contract under EXW, FOB, CFR, CIF, the Buyer shall bear all the responsibility of good, such as destroyed by the customs when failure to import. If the good has to be returned to the Seller, the Seller takes no responsibility on paying returning cost. If the Seller has to pay the cost, the Seller keeps the right to recourse the cost from the Buyer. Meanwhile, the Seller will not bear the obligation on goods, including but not limited to inspection by customs, sample taken by customs, destroy inspection, and missing.
- 4.8 The Seller has no responsibility on all the relevant loss caused by the unavailable collection express account and/or incorrect consignee information provided by The Buyer.
- 4.9 On the arrival of goods and commodities at the place of destination, the Buyer shall check the wellness of packing, and quantity of goods before signing, or the Buyer shall bear responsibility of un-arrived or missing goods.
- 4.10 Disconnect the Buyer when goods delivered, the Buyer shall bear the responsibility of but not limited to the goods quality, quantity, cost ect. under circumstances that the Seller has stated the detail Buyer's information by any means to the forwarder, for goods' quality may be unexpectedly influenced by longer time and multiple transportations.
- 4.11 The Seller shall take no responsibility of the goods compensation under invoice value and negotiate with the forwarder, in case the value stated in invoice is under contract amount, which is required by the Buyer.

## 5. DOCUMENTARY

- 5.1 Regular documents provided by the Seller uncharged by email:
- 5.1.1 Pro-forma invoice
  - 5.1.2 Invoice
  - 5.1.3 Contract
  - 5.1.4 Drawing-
  - 5.1.5 Payment Instruction
  - 5.1.6 Packing list
  - 5.1.7 Airway bill
  - 5.1.8 Bill of lading
  - 5.1.9 Certificate of quality
  - 5.1.10 Non-Conflict Mineral Announcement
  - 5.1.11 Gold Plated Tungsten Announcement
  - 5.1.12 Any other document required
- 5.2 Documents provided by the Seller, which shall be charged by the Buyer:
- 5.2.1 Certificate of Origin certified by consulate



5.2.2 Certificate of Origin certified by The Entry-Exit Inspection And Quarantine Bureau of The People's Republic of China

5.2.3 Certificate of Quality offered by the third party

5.2.4 ROHS

5.2.5 Any other required by the Buyer or the related government

5.3 The postage shall be paid by the Buyer if original documents required delivery separately at non-digital and non-electronic ways. The Seller takes no responsibility of missing documents when they are required to be delivered together with the Commodity.

5.4 The contract and related documents sent by fax and/or e-mail, signature with any language, by both parties in any form shall bear the same force effect.

5.5 Remitting payment is regarded as agreeing with all the terms and conditions in the contract whether contract is signed or not.

## 6. PAYMENT

6.1 For the sake of mistakes and fraudulent use, the Buyer shall arrange the payment according to the Payment Instruction provided by the Seller without any letter or mark missed. Any uncertainty shall be checked with the Seller.

6.2 The payment received time means the receiving bank collection time.

6.3 Bank fee/charge shall be paid as fee of remitting bank, intermediary bank or receiving bank, which is charged as quotation stated when amount under USD5,000.00 for each remittance.

## 7. PACKING

7.1 The Seller will pack according to principles of friendly environment protection, recycle, reasonable, reduced carbon footprint and product protective.

7.2 The packing carton/box/drum may be recycled.

7.3 Any special requirement out of the contract on packing shall be negotiated and extra charged.

## 8. INSPECTION

8.1 All the physical and/or chemical properties out of the contract shall be recognized sequentially by the Seller's National, Industrial and the Seller's standard.

8.2 Physical properties, including density, dimension, drawing, shape, color, tolerance, gold thickness, quantity, unit weight, hardness, flexural strength, conductivity, thermal conductivity, specific heat, thermal expansion, ultimate tensile strength, yield strength, elongation, surface condition, ect. and chemical properties, including purity, impurity, content, composition are inspected according to the Seller's National, Industrial and the Seller's standard, except standard or grade pointed out in the Special Terms and Conditions.

8.3 Any quality issue shall be put forward within 10 working days.

8.4 Any argument occurred between the Buyer and the Seller, the Commodity shall be inspected by both-agreed professional, independent, fair, authorized and official third party. The related cost shall be borne by the unmatched testing result party.

8.5 The Seller shall take responsibility on Commodity itself, excluding direct and/or indirect loss generated by contracted Commodity. The maximum compensate amount shall be the Amount.

## 9. AMENDMENT



Any change excluded in the contract and agreed by both the Seller and the Buyer shall be updated in the contract, or added as both-signed additional terms.

#### **10. WARRANTY**

10.1 The Seller warrants producing and supplying Commodity under this contract. The Seller takes responsibility of provided products in the past 2 decades, and will do the same in the future for the clients.

10.2 The extra charged after-sale service including but not limited to repairing, grinding, gold-plating, engraving, coloring, etc. shall be negotiated and provided by the Seller as per the Buyer's request.

#### **11. INTELLECTUAL PROPERTY(IP) , COPYRIGHT, PATENT**

The seller respects IP, Copyright and Patent. The Seller shall take no responsibility of design, trade name and others belong to IP, Copyright and Patent used for processing, marks, packages, etc and provided by the Buyer. The seller keeps right to deny, terminate unauthorized IP, Copyright and Patent, including but not limited to documents, drawings, idea, description, design, pictures, and videos.

#### **12. FORCE MAJEURE**

12.1 An event shall be evaluated to be a Force Majeure and the Seller shall not be held responsible for, nor deemed to be in default under the contract, on account of any failure or delay in the performance or resulting from causes beyond the such party's reasonable control, not arising from the fault to fulfill the requirements of the contract and annexes, cannot be dismissed by any effort and effecting the activities including but not limited to the following:

12.1.1 Floods, fires, storms or other natural catastrophe,

12.1.2 Boycott, strikes, lock-outs or riots, revolution, war, epidemics

12.1.3 Government shut-down

12.1.4 Bankruptcy of the Seller or the Buyer

12.1.5 Any other circumstance that both the Seller and the Buyer can not controlled.

12.2 In such case the party in Force Majeure shall promptly notify the other Party in written notice.

#### **13. TERMINATION**

Termination of contract by the Buyer, the Seller keeps all right of semi-finished or finished Commodity. Any termination of the contract excluding the Seller's responsibility, the Seller keeps right of recourse, and vice versa.

#### **14. LAW AND JURISDICTION**

The contract shall be governed by the laws and regulations of the People's Republic of China.