

# Sinopax Global Limited Standard Terms of Sale and Delivery

Last updated January 1, 2026

## 1. Definitions

- 1.1 “Agreement” means the contract between Sinopax Global Limited (“Sinopax Global”) and the buyer (“Buyer”), consisting of the Order Confirmation, these Standard Terms, and any other documents expressly incorporated by reference.
- 1.2 “Goods” means the products to be supplied under an Order Confirmation.
- 1.3 “Services” means any sourcing, trading, coordination, quality control, logistics support, or other services expressly stated in an Order Confirmation or a separate written agreement.
- 1.4 “Order Confirmation” means Sinopax Global’s written confirmation of the Buyer’s order (including by email or other electronic means).
- 1.5 “Supplier” or “Sub-supplier” means any third party engaged by Sinopax Global to manufacture, supply, or support the Goods, in whole or in part.
- 1.6 “Incoterms” means Incoterms 2020 published by the International Chamber of Commerce, unless a later version is expressly agreed in writing.
- 1.7 “Acceptance” means the Buyer’s acceptance of the Goods in accordance with Section 12 (Defects and Warranty) and any agreed inspection requirements.
- 1.8 “Logistics Providers” means freight forwarders, customs brokers, carriers, third-party logistics providers, and other transportation or logistics service providers engaged by or on behalf of the Buyer.
- 1.9 “Delivery Point” means the point at which delivery is completed and risk transfers to the

Buyer under the applicable Incoterm stated in the Order Confirmation (for example, EXW: when the Goods are made available at the named place; FOB: when the Goods are on board the vessel at the named port of shipment; DAP: when the Goods are placed at the Buyer’s disposal at the named place of destination, ready for unloading).

## 2. Scope

- 2.1 These Standard Terms apply to any sale of Goods and/or provision of Services by Sinopax Global to the Buyer, unless expressly varied by a separate written agreement signed by both parties.
- 2.2 These Standard Terms are deemed accepted and incorporated into the Agreement upon the earliest of: (a) the Buyer’s signature of an agreement referencing these Standard Terms; (b) the Buyer’s receipt of an Order Confirmation without written objection within two business days; or (c) the Buyer’s payment of any amount under the Agreement.
- 2.3 The Buyer acknowledges that Sinopax Global may use Suppliers and Sub-suppliers (including in China and other countries) for full or partial production and/or supply of the Goods and for performance of Services.
- 2.4 Unless expressly agreed in writing, Sinopax Global is not the manufacturer of the Goods. Manufacturing is performed by independent third-party Suppliers. Sinopax Global’s obligations are limited to those expressly stated in the Order Confirmation and these Standard Terms.

## 3. Order Acceptance and Precedence

- 3.1 Orders placed by the Buyer are not accepted until the Buyer receives an Order Confirmation

from Sinopax Global. The Agreement is formed on the terms stated in the Order Confirmation and these Standard Terms.

- 3.2 Sinopax Global may require full or partial prepayment or a payment guarantee before production or shipment where, in Sinopax Global's reasonable opinion, it is prudent to do so.
- 3.3 Order of precedence. If there is any conflict between documents, the following order of precedence applies: (1) a separately signed written agreement; (2) the Order Confirmation; and (3) these Standard Terms.

#### **4. Specifications and Buyer Instructions**

- 4.1 The Goods will be produced and/or supplied only in accordance with the Buyer's written specifications, drawings, samples, colors, and other instructions provided to Sinopax Global. Unless expressly agreed in writing, Sinopax Global does not assess the use, fitness, regulatory compliance, durability, or suitability of the Goods for any particular purpose.
- 4.2 The Buyer is responsible for defining clear acceptance criteria, performance requirements, packaging and labeling requirements, and any destination-market compliance requirements for the Goods.
- 4.3 If pre-production samples, golden samples, or reference samples are agreed, the Buyer must provide written approval before mass production. Any changes requested after approval may result in additional cost and schedule impact.
- 4.4 If the Buyer requests third-party inspection(s) (including pre-shipment inspection), the inspection scope and acceptance criteria must be agreed in writing. Where the Buyer approves or accepts an inspection report showing the Goods meet agreed criteria, the Goods are deemed accepted for quality purposes, subject

to Section 12 (Defects) for non-apparent defects.

#### **5. Price**

- 5.1 Unless otherwise agreed in writing, prices are based on the Incoterm and named place/port stated in the applicable Order Confirmation (Incoterms 2020). If no Incoterm is stated, prices are based on Ex Works (EXW) (Incoterms 2020).
- 5.2 Prices in Sinopax Global's offers and Order Confirmations may be adjusted prior to delivery to reflect changes in customs duties, taxes, governmental charges, supplier pricing, raw material costs, exchange rates, freight or logistics surcharges, or other similar cost changes that materially affect Sinopax Global's cost to supply the Goods and/or Services.
- 5.3 If a quoted quantity is not purchased by the Buyer within the stated validity period, Sinopax Global may charge an additional amount to cover tooling or other fixed costs that were amortized into the quoted unit price. Unless expressly agreed otherwise, tooling is owned by Sinopax Global until fully paid.

#### **6. Payment**

- 6.1 Unless otherwise agreed in writing, the Buyer must pay by the due date stated on the invoice.
- 6.2 Payments may be applied by Sinopax Global to any outstanding amounts (including interest and costs) in such order as Sinopax Global determines. Sinopax Global may set off any amounts owed by the Buyer against any amounts payable to the Buyer, whether or not the claims are related.
- 6.3 Overdue amounts accrue interest at 1.5% per month (or the maximum rate permitted by applicable law, if lower), calculated daily from the due date until paid in full.

- 6.4 If the Buyer fails to pay within fourteen days of a written reminder, all amounts then outstanding become immediately due. Sinopax Global may suspend performance, require advance payment for future deliveries, or cancel unfulfilled orders upon four weeks' written notice, without prejudice to any other rights.
- 6.5 The Buyer may not withhold payment or set off any amounts unless the counterclaim has been finally determined by a court of competent jurisdiction and arises from the same Agreement.
- 6.6 All bank charges, intermediary fees, and transfer fees are for the Buyer's account. Payment is deemed received only when cleared funds are credited to Sinopax Global's designated bank account.
- 6.7 Unless otherwise stated in the Order Confirmation or invoice, payment currency is United States dollars (USD).

## **7. Delivery**

- 7.1 Delivery dates are agreed between the parties. Unless expressly stated as firm in writing, stated delivery dates are estimates only. Sinopax Global is not liable for loss arising from delay or postponement.
- 7.2 For quantity deliveries, Sinopax Global may deliver up to ten percent (10%) more or less than the quantity stated, with a corresponding adjustment to the purchase price.
- 7.3 Delivery will be made in accordance with the Incoterm and named place/port stated in the Order Confirmation (Incoterms 2020). If no Incoterm is stated, delivery will be EXW (Incoterms 2020). Risk of loss or damage to the Goods transfers to the Buyer at the Delivery Point, regardless of any reservation of title under Section 8.
- 7.4 If the Buyer refuses or fails to take delivery, Sinopax Global may store the Goods at the Buyer's risk and expense. If the Buyer does not collect within four weeks, Sinopax Global may sell the Goods after three days' prior written notice. Proceeds will be applied to Sinopax Global's costs, and any shortfall remains payable by the Buyer.
- 7.5 Force majeure. Sinopax Global is not liable for any failure or delay caused by events beyond its reasonable control, including war, terrorism, civil unrest, governmental actions, strikes, lockouts, natural disasters, epidemics or pandemics, port congestion, container shortages, transport disruptions, fire, power shortages, or supplier failures. Sinopax Global will give prompt written notice where practicable and will use reasonable efforts to mitigate the impact. Sinopax Global may, at its option, extend delivery times or cancel the affected order without liability. If the force majeure event continues for more than sixty (60) days, either party may terminate the affected order by written notice.
- 7.6 Logistics providers; intermediary role. If Sinopax Global assists the Buyer, at the Buyer's request, with arranging transportation, freight forwarding, customs brokerage, warehousing, or other logistics services, Sinopax Global acts solely as an intermediary. Any Logistics Provider is an independent third party and is not an agent of Sinopax Global. Unless expressly agreed otherwise in writing, the Buyer is the contracting party (or is deemed to be the contracting party) with the Logistics Provider and is solely responsible for the Logistics Provider's charges, terms, and performance.
- 7.7 No liability for logistics events and third parties. Without limiting Sections 7.1, 7.3, and 7.5, Sinopax Global is not liable for any delays, detention, demurrage, storage, port or terminal congestion, customs examinations, holds, seizures, or other customs actions, documentation holds, carrier schedule changes,

missed sailings, rollovers, capacity shortages, or any acts, omissions, failures, or insolvency of any Logistics Provider. All related costs, risks, and consequences are borne by the Buyer.

## **8. Reservation of Title**

- 8.1 Title to the Goods will not pass to the Buyer and will remain with Sinopax Global until payment in full of the price of the Goods and/or Services and all other amounts owed by the Buyer. Until title passes, the Buyer must keep the Goods identifiable as Sinopax Global's property and must promptly notify Sinopax Global of any third-party claim or attempted seizure. For the avoidance of doubt, this reservation of title is for security only and does not affect the transfer of risk under Section 7.3.

## **9. Drawings and Technical Documents**

- 9.1 All drawings, specifications, and technical documents shared by a party remain that party's property. The receiving party may use such materials only for the purpose of performing the Agreement and must not disclose them to third parties without consent, except to the extent required for production by Suppliers or for translation. Sinopax Global will use reasonable measures to require Suppliers and other third parties engaged by Sinopax Global to maintain confidentiality of such materials, but Sinopax Global is not liable for unauthorized acts of third parties that are outside Sinopax Global's reasonable control.

## **10. Cancellation and Changes**

- 10.1 Orders may not be altered or cancelled without Sinopax Global's prior written consent. If Sinopax Global agrees, the Buyer must reimburse Sinopax Global for all costs incurred or committed (including work in progress, supplier commitments, tooling, materials, labor, inspections, storage, and freight) and, where applicable, a reasonable margin for lost profit on the cancelled portion.

## **11. Buyer-Delayed Delivery**

- 11.1 If the Buyer delays shipment or delivery, Sinopax Global may store the Goods and invoice as if delivery occurred. The Buyer must pay storage, insurance, and handling costs incurred due to the delay.
- 11.2 Extra costs incurred due to the Buyer's instructions, lack of instructions, interruptions, or errors not caused by Sinopax Global must be reimbursed by the Buyer upon demand.
- 11.3 If the Goods and/or Services are required ahead of schedule, or if payment terms are not met, Sinopax Global may require progress payments or advance payment as a condition of continued performance.

## **12. Defects and Warranty**

- 12.1 The Buyer must examine the Goods promptly upon receipt. Claims for defects that would be apparent on reasonable inspection must be made in writing within seven calendar days after receipt.
- 12.2 Claims for non-apparent defects must be made promptly after discovery and no later than six (6) months after delivery at the Delivery Point (Section 1.9). Buyer must cease use of affected Goods where continued use could increase damage.
- 12.3 All defect claims must include sufficient evidence, including photos and/or video, quantity affected, batch or lot identifiers (if applicable), and any inspection or test reports reasonably available.
- 12.4 If Goods are confirmed nonconforming, Sinopax Global may, at its option, repair, replace, rework, or refund the invoice value of the nonconforming Goods. Sinopax Global is not responsible for removal, installation, demounting, or mounting costs unless expressly agreed in writing.

12.5 Sinopax Global is not liable for defects caused by misuse, neglect, improper installation, incorrect mounting, defective maintenance, unauthorized changes, third-party repairs, normal wear and tear, unusual use, or overload.

12.6 Where Goods are manufactured by a third party, any warranty is limited to the extent Sinopax Global receives the benefit of the manufacturer's warranty, unless otherwise agreed in writing. Where applicable, Sinopax Global will transfer the benefit of such warranty to the Buyer.

12.7 Except as expressly stated in this Section 12, Sinopax Global provides no other warranties, including any implied warranties of merchantability, satisfactory quality, or fitness for a particular purpose, to the maximum extent permitted by law.

### **13. Limitation of Liability**

13.1 To the maximum extent permitted by law, Sinopax Global will not be liable for any indirect, special, incidental, punitive, or consequential losses, including operating loss, lost profits, lost revenue, loss of goodwill, loss of opportunity, anticipated savings, production loss, loss of data, or business interruption, whether arising in contract, tort, or otherwise.

13.2 Sinopax Global's total aggregate liability arising out of or relating to an order, whether in contract, tort, or otherwise, will not exceed the amounts actually paid to Sinopax Global for the specific Goods and/or Services giving rise to the claim.

13.3 Nothing in these Standard Terms limits liability for fraud or willful misconduct, or for any liability that cannot be excluded or limited under applicable law.

### **14. Intellectual Property**

14.1 Any intellectual property rights in the Buyer's product designs, drawings, artwork, and specifications remain the Buyer's property.

14.2 The Buyer warrants that it owns or controls all rights (including intellectual property rights) necessary for the production and sale of the Goods and grants Sinopax Global and its Suppliers any licenses necessary to perform the Agreement.

14.3 If any third party claims that Goods produced according to the Buyer's instructions infringe third-party rights, the Buyer must indemnify and hold harmless Sinopax Global and its Suppliers from all costs, fines, damages, and losses (direct or indirect) arising from such claim and must assist in the defense.

14.4 Sinopax Global retains all rights to its pre-existing materials, know-how, methods, processes, and sourcing and quality control systems, whether or not used in connection with the Agreement.

### **15. Default**

15.1 If the Buyer defaults and the default is not otherwise addressed in these Standard Terms, Sinopax Global may, upon five days' written notice, cancel the Agreement and stop deliveries. The Buyer must indemnify Sinopax Global for all costs and losses (direct and indirect) incurred due to the Buyer's default.

### **16. Governing Law and Jurisdiction**

16.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it will be governed by the laws of Hong Kong.

16.2 The courts of Hong Kong have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, unless otherwise expressly agreed to by both parties.

16.3 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply unless expressly agreed in writing.

## **17. Severability and Replacement of Prior Terms**

17.1 If any provision is held invalid or unenforceable, the remaining provisions will remain in full force. The invalid provision will be replaced by a valid provision that most closely reflects the original commercial intent.

17.2 These Standard Terms replace and supersede all prior terms of sale and delivery issued by Sinopax Global.

## **18. Confidentiality**

18.1 Each party must keep confidential any confidential information of the other party obtained in connection with the Agreement and may disclose it only as required to perform the Agreement, as required by law, or with the other party's prior written consent.

18.2 These confidentiality obligations survive termination of the Agreement.

## **19. Miscellaneous**

19.1 Entire agreement. The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions and understandings.

19.2 Amendments. Any amendment or waiver must be in writing and signed by both parties (including by electronic signature).

19.3 Assignment. The Buyer may not assign or transfer any rights or obligations without Sinopax Global's prior written consent. Sinopax Global may assign receivables and may use subcontractors to perform the Agreement.

19.4 No partnership. Nothing in the Agreement creates a partnership, joint venture,

employment, or agency relationship between the parties.

19.5 Compliance. The Buyer is solely responsible for ensuring that the Goods (and any associated packaging, labeling, and documentation) comply with all applicable laws, regulations, and standards in each destination market and intended channel of sale, including: (a) import, customs, and border requirements (including classifications, permits, licenses, duties, taxes, and required import documentation); (b) product safety, chemical, environmental, and consumer protection requirements; and (c) all testing, registrations, approvals, and certifications required for importation, marketing, and sale, including where applicable UL, CUL, CSA, CE, UKCA, FCC, FDA, CPSIA, REACH, and RoHS. Sinopax Global has no obligation to verify such compliance unless Sinopax Global expressly agrees in writing to perform a defined compliance task.

19.6 Sanctions, restricted parties, and export controls. The Buyer represents and warrants that neither the Buyer nor any party that will receive, use, or benefit from the Goods (including end users) is a sanctioned or restricted person, and that the transaction is not prohibited under applicable sanctions, restricted-party, or export control laws and regulations (including those of the United States, the United Nations, the European Union, the United Kingdom, and Hong Kong, to the extent applicable). The Buyer will conduct appropriate screening and will not sell, transfer, re-export, or otherwise make the Goods available in violation of such laws. Upon request, the Buyer will provide end-user, end-use, and destination information reasonably required for compliance purposes. Sinopax Global may suspend performance or cancel an Order if it reasonably believes that compliance risks exist, without liability.

19.7 No legal or regulatory advice. Any information provided by Sinopax Global regarding laws,

regulations, standards, certifications, duties, tariffs, labeling, or compliance is provided for general commercial convenience only and does not constitute legal, regulatory, or other professional advice. The Buyer must obtain its own independent advice from qualified counsel and compliance professionals and remains responsible for all compliance decisions and outcomes.

19.8 Data protection and privacy. Each party is solely responsible for its own compliance with applicable data protection and privacy laws and regulations (including any local equivalents) as they apply to that party's processing of personal data in connection with the Agreement. To the extent the parties exchange personal data, each party acts as an independent controller and not as a processor for the other party, unless the parties expressly agree otherwise in writing in a separate data processing addendum.

19.9 Buyer systems, data integrity, and cyber incidents. Sinopax Global does not provide information security, IT, or cybersecurity services. Without limiting Section 13 (Limitation of Liability), Sinopax Global has no responsibility or liability for (a) the security, operation, availability, or integrity of the Buyer's systems, networks, accounts, devices, or communications; (b) the Buyer's data, including any loss, corruption, ransomware, unauthorized access, or inability to access data; or (c) any cyber incident, malware, phishing, business email compromise, or other attack affecting the Buyer or any third party, except to the extent caused solely by Sinopax Global's willful misconduct.