

January 8, 2021

DONGGUAN MIBTECH PLASTIC & MOLDS COLTD

Luhuba Village, Qingxia Ind Zone

Qingxi Town

Dongguan, GD

CN

QUO-182252-Q8T5T5Rev.#2

Jeffrey Zhang, jezhang@husky.ca


Phone: 86 755 29986500, Cell: +86 13823618395

Di jiawei, jwdi@husky.ca

Phone: 862120331406, Cell: +86 13681948973

To the Attention of: **Liu Heping**

We are pleased to present you with our quotation for your project **Controller refurbish.**

ID	Product Description	Qty		Each	Total
001	<div>Controller Refurbishing</div> <div></div>	1		¥2100	¥2100
			Total	¥2,100	¥2,100
			Lead Time [weeks]	0	
			Husky Grand Total	¥2,100	

Quotation Expiry Date:

February 28, 2021

Payable in:

RMB with 13% VAT

Payment terms:

100% payment net 30 days

Delivery Terms:

Shipment within **1** week(s) from clean order as confirmed by Husky Shipment date.

Signature:.....

By signing this Quote, the Purchaser agrees that every transaction or order made in respect of this Quote is governed by the attached Standard Terms and Conditions.

ID		Each	Qty	Total
001	Controller Refurbishing		1	
	Qty Description			
	3 Labor Hour			

Freight

1. VALIDITY

The quoted price stated herein is valid for a period of 60 days. The validity of this quotation is subject to our confirmation of the order and credit approval.

Any local taxes (such as sales tax) applicable will be paid by the customer. The customer is responsible for insurance from the Husky facility to the point of delivery. Interest charges will apply on overdue accounts.

2. INTERRUPTION CHARGE

If the order is placed on hold, canceled or if design changes are requested after commencement of engineering and/or manufacturing, please understand that Husky may be faced with considerable expenses including production rescheduling, additional set-ups, handling, storage, inventory costs, obsolescence etc. Accordingly, an interruption charge may be applied if the order is placed on hold, canceled or if design changes are requested after commencement of engineering and/or manufacturing.

3. TERMS

In the event that the customer in response to this quotation issues a purchase order or acceptance that contains terms and conditions which are different from the terms and conditions provided by Husky in this quotation, and Husky does not specifically agree to those different terms and conditions in writing, then the differing terms and conditions contained in the customer's purchase order or acceptance will be deemed of no force and effect, and the customer will be deemed to have accepted the terms and conditions provided by Husky in this quotation.

4. DRAWING PACKAGE

Documentation package includes assembly/installation drawings, bill of materials, electrical wiring diagram, and gate detail drawing.

5. PURCHASE ORDER AND PAYMENT INSTRUCTION

Forward Purchase Order(s) to your regional sales person or regional sales office.

Do not submit payment to your local Husky office. Payments should be remitted to the appropriate address depending upon your country of origin (see below).

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Standard Terms and Conditions

These additional terms and conditions apply to contract number **QUO-182252-Q8T5T5Rev.#2** between Husky Injection Molding Systems Ltd. or its affiliates (collectively referred to as "Husky") and Purchaser. The parties reject any additional or conflicting terms, including but not limited to those in any Purchaser's purchase order or acceptance, previously or hereafter proposed by Purchaser unless expressly agreed to in writing by the Parties. Nothing contained herein shall (i) obligate Husky to any exclusive relationship with Purchaser; (ii) restrict or preclude Husky from contracting with any competitor of Purchaser.

1. Interruption Charge

If the Purchaser places an order on hold, or cancels or changes the order, the Purchaser will be responsible for any additional expenses including an interruption or cancellation charge on all or part of the order to cover production rescheduling, additional set-ups, handling, storage, inventory costs, obsolescence, etc. to change, interrupt or cancel the original order. Husky rejects any additional terms that would impose a penalty or damages against Husky in respect of delays, performance or similar matters.

Husky will have no liability for delays or failure to perform any obligations if such delay or failure to perform results from a cause beyond Husky's reasonable control, including, without limitation, power interruption, war, fire, flood, natural disaster, strike or other labor dispute, civil unrest, act of government authority, act of God, failure or delay of transportation or supply or raw materials shortage that are beyond the reasonable control of Husky.

2. Limited Warranty

Except as set forth in Husky's written warranty provided by Husky to Purchaser in Quote found in appendix ___ to this Agreement ("Quote"), Husky makes no additional warranties, whether express, implied or statutory. Husky specifically disclaims any warranty for merchantability or fitness for a particular purpose. The products and/or services will conform to the Husky specifications set forth in the Quote. Husky makes no warranties in respect of any part manufactured or produced using Equipment by Purchaser or on behalf of Purchaser.

3. Husky Representations

Husky will comply with all applicable export control laws in the performance of this contract and accordingly, Husky's obligations under this contract are subject to compliance with all such laws. Husky shall provide competent, qualified and trained personnel in its performance of the Contract.

4. Indemnity

Purchaser agrees to indemnify, defend and hold harmless Husky, its affiliates, and respective officers,

directors, employees and agents, from and against any and all claims, actions, damages, liabilities, costs and expenses, including legal fees and expenses (collectively, "Loss"), arising out of or in any way connected with its operation and use of Husky products, including, but not limited to, any act or omission by Purchaser, infringement of any intellectual property rights of third parties arising from Husky's satisfaction of Purchaser's requirements, damage to Purchaser's property, or injury to Purchaser's employees, provided that the indemnity will be reduced to the extent that the Loss was caused by the gross negligence or willful misconduct of Husky.

Husky agrees to indemnify Purchaser for all losses, costs, expenses, damages, claims and liability caused by Husky's gross negligence or willful misconduct.

Subject to the limitation below, Husky agrees to indemnify Purchaser from and against any claim by a third party claiming intellectual property infringement caused by the Husky's equipment, provided that the Purchaser provides Husky with written notice of the claim, sole control over the defense or settlement of the claim, full information and reasonable assistance to defend and/or settle the claim, and provided further that the Purchaser has not settled or compromised the claim.

Notwithstanding the foregoing, Husky shall not be responsible to indemnify the Purchaser for claims related to (i) infringement of intellectual property rights resulting from Husky's satisfaction of Purchaser's specifications or (ii) infringement of intellectual property rights resulting from Purchaser combining Husky equipment with other equipment.

In the event that any equipment of Husky is held in a suit or proceeding to constitute infringement of a third party's intellectual property, Husky, at its sole cost and expense and discretion, may (i) procure the right (e.g. license) to continue using such equipment, (ii) replace the equipment with a non-infringing equipment, (iii) modify the equipment so it becomes non-infringing or (iv) remove the equipment and refund any monies paid.

5. Limitations on Liability

To the extent permitted by applicable law, under no circumstances will Husky or Purchaser be responsible for indirect, consequential, incidental, special, collateral, punitive or exemplary damages, including without limitation, loss of goodwill, loss of profits or revenues. Any and all legal actions and claims by a party against the other party shall be barred unless written notice thereof is received by other party within 180 days of the date of the event giving rise to such action or claim. Any liability that Husky may have to Purchaser relating to services provided by Husky will not exceed the value of the service that is the subject of the action, claim, loss or damage.

6. Intellectual Property

Husky owns:

- all intellectual property relating to injection molding equipment and injection molding processes including any developments or improvements to this intellectual property; and
- all intellectual property in development contributions made to the part design as part of the engagement with Husky if not in the public domain.

Purchaser owns:

- all intellectual property owned by Purchaser prior to the commencement of this Agreement; and
- intellectual property in the part design and drawings brought to Husky by the Purchaser; and
- all intellectual property in development contributions made to the part design by Purchaser independent of the Purchaser's engagement with Husky.

Contributions to the Part:

- Any intellectual property rights in development contributions Husky makes to the part design remain with Husky and are not assigned to the Purchaser.
- Generic engineering changes that are well known in the field and that are in the public domain (including changes to improve moldability of a part, or draft angle changes) are not considered development contributions.

These T&Cs shall be governed and construed according to the laws of the People's Republic of China. Convention on Contracts for the International Sale of Goods shall not be applicable to these T&Cs or related transactions.

All disputes which arise out of or in connection with these T&Cs that cannot be settled by mutual agreement shall be referred to arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre (hereinafter referred to as "HKIAC") under the HKIAC Administered Arbitration Rules (the "Rules") then in force to the extent such Rules are not inconsistent with the provisions of these T&Cs. The number of arbitrators shall be three (3) arbitrators appointed in accordance with such Rules. The arbitral award shall be final and binding and may be enforced by a court of competent jurisdiction. The arbitrator shall not have the authority to award consequential, punitive or other damages in excess of compensatory damages and each party irrevocably waives any claim thereto. Each party shall bear its own expenses related to the arbitration, provided that the expenses and compensation of the arbitrator shall be borne equally by the parties. The parties, their representatives, other participants and the arbitrator shall hold the existence, content and results of the arbitration in strict confidence..

STANDARD WARRANTY CONDITIONS (GLOBAL) ALTANIUM MOLD CONTROLLERS

1. Parts Warranty

Husky Injection Molding Systems "Husky" warrants its Altanium Mold Controllers, hereinafter, "the Controller" to be free of defects in design, material and workmanship under normal use and maintenance (as specified in the Altanium Manual or Husky Service and Safety Bulletins) for a period of up to 61 months, as set out in the Warranty Coverage Table attached as Appendix 1, starting on the date the Controller is shipped ex works, hereinafter called the "Warranty Start Date".

Replacement/Repair of Parts

- Husky reserves the right to repair or replace the Controller, with new or refurbished parts at our discretion. Failed parts will be replaced with new or refurbished parts of equivalent quality. Repair or replacement of failed parts shall not extend the warranty coverage on the Controller beyond the original expiration date.
- Husky will inform customers whether to return or dispose of defective parts that are under warranty. If Husky requires the return of failed parts, Husky will cover the costs of returning failed parts that are under warranty, as well as shipping and handling of replacement parts.
- Husky reserves the right to identify the method of shipment on all replacement parts supplied under warranty.
- Failure to return and properly identify requested warranty parts might result in the invoicing of such parts.

2. Limitations

This warranty shall not apply to:

- Labor costs.
- Claims or damage resulting from customer or third party repairs or modifications to the Controller, or other circumstances beyond Husky's control.
- Claims or damage due to non-compliance with recommended installation, operation and maintenance procedures, as specified in the Controller Manual or Service and Safety Bulletins, including, without limitation, abuse, neglect, misuse of the Controller by the customer, its agents or contractors
- Claims or damage resulting from the use of third party parts. Husky recommends Husky Genuine Component parts for optimal system performance.
- Any direct or indirect loss, consequential loss, personal injury or damage to property, loss arising from interruptions or delays in production.
- Claims or damage resulting from non-standard parts or components specified by the original purchaser and supplied by Husky.
- Claims or damage resulting from purchaser's non-compliance with applicable laws, regulations, codes or by-laws, and standard industry practices.

Transfer of Warranty

Controllers are only covered under the standard warranty to the original purchaser/molder of the tool and this warranty is non-transferable to, and may not be enforced by, any third parties, including, but not limited to, subsequent buyers, users or assignees of the Controller.

Safety and Indemnity

The purchaser agrees to maintain and operate the Controller safely and in accordance with Husky's recommended guidelines and applicable legal requirements.

The purchaser assumes all risks and liabilities for the operation and use of the Controller. The purchaser agrees to defend and save Husky and its employees harmless from all claims and costs arising from any cause related to Controller operation or use, except to the extent caused by Controller defectively engineered or manufactured by Husky or serviced by Husky personnel, subject to the further limitation below.



Keeping our customers in the lead

**Husky Injection Molding Systems
(Shanghai) Ltd.
101 BaSheng Road Waigaoqiao Free
Trade Zone
Shanghai, 200131**

Under no circumstances will Husky be responsible for claims or costs associated with product produced with the Controller or for any consequential, special or incidental damages associated with its use.

Failure to comply with any safety requirements or conditions pertaining to injection molding machines can cause equipment damage, or serious personal injury, including death.

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Appendix 1 - Controller Warranty Coverage Table		
Description	25 Months	61 Months
Altanium Mold Controllers		
The warranty duration is determined by the Card type and covers the following: Cards, Interface and Mainframe.		
HL		P
H		P
XL	P	
X	P	

Legend

P	Parts Only
	No Coverage