

EGOLDVAN INDUSTRY CO.,LIMITED

Office Add: Rm.402, 32th Bldv., No.101, Shenxia Rd., Malu Town, Jiading District, Shanghai, CN 201818

Factory Add: No. 2008 Diamond Rd., Weitang Town, Xiangcheng District, Suzhou 215134

Tel/Fax: 0512-66152800

Cell/Whatsapp: +008615900974134

Wechat/Skype: flyingjennie

Email: sales@bitsmanauto.com

Website: www.bitsmanauto.com

General Sales Condition

The supplies carried out by BITSMAN, if not expressly stated in the contract documents, shall be governed exclusively by the "General Sale Conditions" set out below of which they are an integral part. Any other condition set by the buyer is not valid if not expressly approved and signed by us.

GENERAL SALE CONDITIONS

- Prices -

All prices are expressed in the currency listed in quotation, they have to be considered net, ex-works, packaging excluded, taxes excluded and vat excluded except specially remarked in quotation. All additional costs (such as transport, insurance, export permits, customs and other permits and certificates), are at the expense of the Buyer. In the case of construction requests to meet the Buyer's specific requirements that foresee relevant modifications to BITSMAN standard models, a review of the price shall be necessary. This review of the price shall also be necessary in the case of unforeseen events that modify considerably the economic content, the quantity of goods and /or services supplied, or influence in a relevant way the work of BITSMAN.

- Final tests -

Mechanical final test of the machinery shall always be carried out on BITSMAN's premises, unless stated differently in the offer and in the presence of the Buyer's technicians, if requested.

Operational final testing at user end is at the Buyer's expense and responsibility and on the Buyer's premises, unless stated differently in the offer. BITSMAN's technicians are available on request and at the agreed fees.

- Delivery Terms -

The delivery terms are effective from the date of the receipt of the order confirmation, duly signed by the Buyer, and the receipt of the agreed down-payment when required. The delivery terms may be prolonged if BITSMAN does not receive in the due times the instructions necessary to fulfill the contract (piece samples, designs, technical specifications).

The delivery terms are to be considered an indication and not binding, and do not allow for unforeseen events not caused by BITSMAN. Possible delays in delivery do not confer the right to claim damages of any type.

- Shipment, transport and insurance -

The transport is the responsibility of and at the expense of the Buyer, also when the carriage is paid. The Buyer has the responsibility to verify the conditions of the goods on arrival and to state any discrepancies to the transporter. In the case of a complaint, the claims regarding shipment and/or the transport have to be immediately contested with the final transporter on the receipt of the goods. Insurance for damages of all types is the responsibility of the Buyer.

- Payment conditions -

Only payments made in the ways and terms agreed shall be considered valid, the Buyer has to carry out the payments in full, without any reductions or deductions for costs, taxes, etc.. not previously agreed.

In the case of late payment, interest shall be calculated (Bank of China average interest 2023), from the due date, at the official interest rate plus seven percent.

- Ownership -

BITSMAN shall remain the sole owner of the goods until the full payment agreed in the contract for the goods has been received.

- Warranty-

The goods are tested and supplied with a warranty for a period of twelve months from the delivery date on car stock condition. The warranty is valid only for a Buyer that respects the administrative and contractual conditions stipulated, and when the installation has been carried out correctly. On the basis of this warranty, BITSMAN has to repair or replace, free of charge, the product or parts considered to be defective. The products or the parts shall be considered defective only after testing on the premises of BITSMAN by the technicians of BITSMAN. This decision shall be exclusively made by the said technicians. The labour costs are excluded from the clauses of the present warranty and the costs shall be charged accordingly. The warranty, which excludes every responsibility for direct or indirect damages to persons or things, is limited solely to defects of construction, and ceases to be valid if it is found that the returned pieces have been tampered with or been subject to repairs in another company apart from BITSMAN. All parts that for their normal use are subject to a rapid wear and tear, such as: gaskets, membranes, mechanical seals and fuses, are excluded from the warranty. The warranty shall not be considered valid if the regulations in the instruction manual are not respected, if there is an incorrect use, lack of maintenance and if incorrect chemical products are used.

Details as follows:

-Quality Assurance

1.1 We are committed to the high quality of all Tire Mobility Kits sold and to the relevant standards of manufacture and sale.

1.2 Although we take all reasonable steps to ensure the quality of our products, the service life and performance of the Tire Mobility Kit is subject to a number of factors including, but not limited to, road conditions, usage and maintenance.

1.3 We are not responsible for the suitability of the Tire Mobility Kit for a particular purpose and for any damage arising therefrom.

1.4 The manufacturer or seller of a Tire Mobility Kit will not be responsible for any damage or injury caused by incompatibility of the kit with a particular vehicle make or model. Before purchasing a kit, please ensure that it is compatible with your vehicle make and model and follow the installation and use instructions provided by the manufacturer. If you have any questions about compatibility, please consult a professional automotive technician or contact our customer service team for assistance.

-Suggestions for use

2.1 We recommend that customers read the manufacturer's manual, installation instructions and precautions provided by the manufacturer in detail and follow them correctly before installing and using the tire mobility kit.

2.2 We are not responsible for any accident, loss or damage caused by the customer's failure to comply with the instruction manual or installation instructions.

-Installation and maintenance

3.1 The installation of the Tire Motorization Kit should be carried out by a professional technician and in accordance with the manufacturer's instructions.

3.2 We are not responsible for accidents, losses or damages resulting from the customer's failure to properly install, maintain or regularly inspect the tires.

3.3 Any modifications to the kit not authorized and directed by the manufacturer or seller of the tire mobility kit shall void the warranty and the manufacturer or seller shall not be liable for damage, injury

or loss resulting from such modifications. Any modifications should be made under the express direction of the manufacturer or seller and in accordance with the relevant laws and regulations.

-Road conditions and use environment

4.1 The performance of tires is affected by a variety of factors such as road conditions, climate and the environment in which they are used.

4.2 We are not responsible for any accident, loss or damage caused by tires in poor road conditions, extreme weather or unsuitable use environments.

4.3 The manufacturer or seller of the Tire Motoring Kit will not be liable for any delay, failure, damage or failure to perform its obligations due to force majeure. Force majeure factors include, but are not limited to, natural disasters (such as earthquakes, floods, storms), war, acts of terrorism, strikes, supply chain disruptions, governmental actions or changes in laws and regulations.

-Product Information

5.1 We make every effort to provide accurate product information including, but not limited to, dimensions, load indices and speed levels.

5.2 Customers should carefully check the required product information before purchase and make their own assurance that it is suitable for the purpose for which it is required.

5.3 We shall not be liable for any accident, loss or damage arising from the Customer's failure to check the product information correctly.

-Miscellaneous

6.1 We shall not be liable for any accident, loss or damage arising from the use of or inability to use the Tire Mobility Kit sold.

6.2 The manufacturer or seller of a Tire Motoring Kit is not liable for any consequential, incidental, punitive or special damages arising out of the use of, or inability to use, the kit. The manufacturer or seller shall not be liable whether in contract, tort (including negligence) or other legal theory, including but not limited to lost profits, revenue, business, data, goodwill or other intangible losses.

-Exclusions from the supply -

All not expressly and clearly indicated as being an integral part of the offer or indicated in the technical specifications, is to be considered excluded from the supply. In particular, all the work of installation, assembly, cabling and connecting to air, water and energy supplies, and the stocking and disposal of the cleaning liquids.

-Reservations -

BITSMAN reserves the right to modify the technical specifications set out in the present offer, also without notice, with the intent to maintain or improve the performances requested.

-Court of jurisdiction -

For any legal dispute the sole court of jurisdiction is that of Jiading Shanghai China.

-Exception clause -

The following disclaimer outlines the terms and conditions that govern the sale of products or services by a company or individual. By engaging in any transaction, purchasing, or using any product or service, you acknowledge and agree to be bound by these General Sales Conditions. Please read them carefully before proceeding with any transaction.

1. Scope of Application: These General Sales Conditions apply to all sales, offers, and transactions conducted by BITSMAN or its representatives unless otherwise explicitly stated in writing. Any conflicting or additional terms proposed by the customer shall not be valid unless expressly agreed upon in writing by both parties.

2. Product/Service Descriptions: While we strive to provide accurate and up-to-date information about our products or services, we do not warrant or guarantee the accuracy, completeness, or reliability of any descriptions, specifications, pricing, or other information provided. We reserve the right to modify or update any information without prior notice.

3. Pricing and Payment: All prices are stated in CNY and are exclusive of applicable taxes, duties, or shipping charges unless otherwise indicated. We reserve the right to change prices at any time without prior notice. Payment terms and methods will be specified in each individual transaction and must be adhered to accordingly.

4. Order Acceptance and Fulfillment: All orders placed are subject to acceptance by BITSMAN. We reserve the right to refuse or cancel any order, even after acceptance, at our sole discretion. In such cases, any payments made will be refunded. We will make reasonable efforts to fulfill accepted orders promptly, but we cannot guarantee availability of all products or services at all times.

5. Delivery and Shipping: Delivery times and shipping methods are provided as estimates and may vary depending on various factors beyond our control. We shall not be held liable for any delays, loss, or damage occurring during transportation or delivery. Any claims for non-delivery, loss, or damage must be reported within a reasonable timeframe as specified by the applicable laws or regulations.

6. Returns and Refunds: Our returns and refund policy may vary depending on the specific product or service. Please refer to our separate Returns and Refunds Policy for detailed information. We reserve the right to reject any returns or refund requests that do not comply with the specified policy.

7. Limitation of Liability: To the maximum extent permitted by law, BITSMAN shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the purchase, use, or inability to use our products or services. This limitation of liability applies regardless of the cause of action, including but not limited to breach of contract, negligence, or strict liability.

8. Intellectual Property: All intellectual property rights, including but not limited to trademarks, copyrights, and patents, relating to our products, services, or any associated materials, remain the sole property of BITSMAN or its licensors. No license or right to use any intellectual property is granted unless explicitly stated in writing.

9. Governing Law and Jurisdiction: These General Sales Conditions shall be governed by and construed in accordance with the laws of Jiading Shanghai China. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Jiading Shanghai China.

By proceeding with any purchase or transaction, you acknowledge that you have read, understood, and agree to be bound by these General Sales Conditions. If you do not agree with any part of these conditions, please refrain from engaging in any transaction with us.

Please note that this disclaimer is provided for informational purposes only and does not constitute legal advice. For specific legal concerns or questions, we recommend consulting with a qualified legal professional.

For and on behalf of
Egoldvan Industry Co., Limited
億格電子有限公司

Authorized Signatory