



TERMS AND CONDITIONS OF SALE

1. *Agreement of Sale*

The Sale Confirmation, which is printed overleaf, along with these Terms and Conditions of Sale constitute an acceptance of your purchase order only to the extent it is identical in the description, quantity, price and scheduled delivery and only on the terms and conditions herein. If this Sale Confirmation is not identical in the description, quantity, price and scheduled delivery, then this Sale Confirmation along with these Terms and Conditions of Sale constitute a counter-offer to you upon the terms herein.

You (as defined in the Sale Confirmation) may accept this Sale Confirmation and these Terms and Conditions of Sale by the earlier of either: (i) signing and returning to AJC INTERNATIONAL INCORPORATED (as defined in the Sale Confirmation) by mail or confirmed fax the acknowledgement copy or (ii) acceptance of delivery of the goods subject to this Sale Confirmation. After acceptance, the Sale Confirmation and these Terms and Conditions of Sale shall constitute a binding agreement between you and AJC INTERNATIONAL INCORPORATED. In the event of any ambiguity or conflict arising between the terms in the Sale Confirmation and those of the Purchase Order, the terms of the Sale Confirmation shall prevail.

Once the Sale Confirmation is accepted, any attempt by you to make changes or amendments shall be objected to, rejected by and not binding on AJC INTERNATIONAL INCORPORATED. In addition, you shall not terminate the Sale Confirmation in whole or in part, except as pursuant to Section 8 of this Sale Confirmation.

2. *Description*

AJC INTERNATIONAL INCORPORATED cannot ensure that any goods or services purchased from us meet any special quality assurance specifications or other requirements unless expressly accepted in writing by AJC INTERNATIONAL INCORPORATED.

3. *Price and Payment*

Pursuant to the Sale Confirmation, AJC INTERNATIONAL INCORPORATED may issue you an official invoice stating the date of delivery, amount and type of goods delivered and the total amount due in accordance with and under this Sale Confirmation.

All amounts due and owing to AJC INTERNATIONAL INCORPORATED for the goods in this Sale Confirmation are subject to such payment terms as provided in the Sale Confirmation. If no payment terms are provided, such amounts must be paid within seven (7) days from the date of invoice. Payment shall be made in accordance with the payment terms as set out in the Sale Confirmation.

AJC INTERNATIONAL INCORPORATED reserves the right to, without prior agreement or notice, set-off any amount payable to you under this Sale Confirmation against any amount owed to us under

this Sale Confirmation or other sale confirmations. AJC INTERNATIONAL INCORPORATED will provide you with details of such set-off.

Unless otherwise specified in writing by AJC INTERNATIONAL INCORPORATED all orders are accepted subject to AJC INTERNATIONAL INCORPORATED'S price in effect at the time of shipment.

You should furnish to AJC INTERNATIONAL INCORPORATED all tax exemption certificates as acceptable to the appropriate taxing authorities. Otherwise, AJC INTERNATIONAL INCORPORATED may pay taxes upon or measured by receipts from sales or services for your account and add it to the price of such goods or services.

You are not authorized to deduct any amount from the amounts owed to AJC INTERNATIONAL INCORPORATED unless specifically authorized in writing in advance by AJC INTERNATIONAL INCORPORATED.

4. Delivery

Unless otherwise specified in this Sale Confirmation, AJC INTERNATIONAL INCORPORATED will deliver the goods as agreed in the Sale Confirmation. All tariffs levied by the importing country irrespective of selling Incoterm shall be borne by the buyer. Risks of loss, damage or charge pass to you in accordance with the Incoterm specified in the Sales Confirmation. If no Incoterm is specified by AJC INTERNATIONAL INCORPORATED, risk will pass to you upon delivery to the carrier.

AJC INTERNATIONAL INCORPORATED does not guarantee ocean carrier will perform the voyage according to advertised schedule. The ocean carrier does not promise or undertake to load, carry or discharge the goods on or by any particular vessel, date or time. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice by the ocean carrier.

Any direct or consequential cost or damages arising from any carrier equipment shortages, delay in scheduled departures, or arrivals of any vessel used to transport the goods to its intended destination should be borne by you (Buyer).

You (Buyer) shall fully indemnify and hold AJC INTERNATIONAL INCORPORATED harmless against any and all damages or costs arising from the carrier's actions, taken at its sole discretion, to exercise its right under the Terms and Conditions of the bill of lading, to suspend, divert and/or cease carriage.

Your receipt of the carrier's bill of lading or receipt of shipment, without exemptions, constitutes your acceptance of the goods in this Sale Confirmation.

Unless otherwise specified in writing by AJC INTERNATIONAL INCORPORATED, we reserve the right to ship all or any part of the goods specified in separate lots in any order from any of our suppliers' or vendors' facilities. Payment for any lot is due upon the delivery of such lot in accordance with AJC INTERNATIONAL INCORPORATED'S payment terms in effect on date of delivery or as stated in the Sale Confirmation.

Shipment and delivery are subject to restrictions or conditions imposed by or on behalf of any governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order by AJC INTERNATIONAL INCORPORATED.

All goods sold under this Sale Confirmation will be produced and delivered to the address as stated in the Sale Confirmation in accordance with all applicable foreign, deferral, state and local laws. You shall comply with all applicable laws, which relate to frozen foods, including the relevant import legislation relating to the goods.

Unless expressly agreed by AJC INTERNATIONAL INCORPORATED or required by law, AJC INTERNATIONAL INCORPORATED will not be required to provide you with any supporting documents for the goods.

Any certification of the goods by the Country of origin applicable health inspection agencies in the respective country or any other similar foreign, federal, state or local government authority or agency

constitutes conclusive proof the goods in this Sales Confirmation are sound.

5. Title

Title to the goods under this Sale Confirmation passes to you only upon payment of goods in full in accordance with this Sale Confirmation and Terms and Conditions of Sale.

You shall, at AJC INTERNATIONAL INCORPORATED'S request, take any measures necessary under applicable law to protect AJC INTERNATIONAL INCORPORATED'S title in the goods, and lawfully notify your present or potential creditors of AJC INTERNATIONAL INCORPORATED'S title on and interest in the goods.

You acknowledge that so long as title has not been transferred in the goods, you hold the goods as bailee and fiduciary agent for AJC INTERNATIONAL INCORPORATED and shall safely and securely store and keep the goods separate and in good condition, clearly showing the AJC INTERNATIONAL INCORPORATED'S ownership of the goods and shall respectively record the AJC INTERNATIONAL INCORPORATED'S ownership of the goods in its books.

6. Force Majeure

Notwithstanding any other provisions of this Sale Confirmation, to the extent AJC INTERNATIONAL INCORPORATED fails to satisfy any obligation imposed hereunder as a result of any force majeure, performance of this Sale Confirmation will be deemed frustrated and no cause of action for breach or default will arise or liability attach to or be imposed on AJC INTERNATIONAL INCORPORATED as a consequence thereof. For the purposes of this Sale Confirmation, "force majeure" means any one of the following: strikes, work stoppages, lockouts or exceptional circumstances arising from the threat thereof, acts of God, acts of the state or the public enemy, including but not limited to war, acts of nations, acts of governments, acts of independent states, terroristic acts, riots, civil disorder or insurrection, animal and vegetable health or safety issues, embargoes, or other disruption of or interference with trade, marine disaster, fire, accident, or other circumstance or cause beyond our control.

AJC INTERNATIONAL INCORPORATED may delay shipment or delivery of some or all goods by reason of any force majeure. AJC INTERNATIONAL INCORPORATED will notify you at the address set forth on the face hereof within a commercially reasonable period of time in the event of any delay in shipment, delivery or shortage of goods. You shall not be entitled to terminate this Sale Confirmation by reason of force majeure.

7. Warranties

AJC INTERNATIONAL INCORPORATED warrants to you that the goods delivered under this Sale Confirmation will, at the time and place of delivery, be of merchantable quality of such nature as to pass in the trade under the description in the Sale Confirmation.

[EXCEPT AS SET FORTH HEREIN, AJC INTERNATIONAL INCORPORATED MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES PROVIDED HEREIN, AND THE OBLIGATIONS AND LIABILITIES OF AJC INTERNATIONAL INCORPORATED HEREUNDER ARE IN LIEU OF, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, GUARANTEES OR LIABILITIES (INCLUDING WITHOUT LIMITATION, ANY PRODUCT LIABILITY), EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE.]

You will use your best efforts to minimize any damage to goods rightfully rejected or for which there has been a breach of warranty and to make reasonable efforts to sell the goods for our account at full reasonable value or as otherwise directed by AJC INTERNATIONAL INCORPORATED.

8. Termination and Survival

8.1 Termination by You.

- 8.1.1 You may by notice terminate this Sale Confirmation only upon (i) AJC INTERNATIONAL INCORPORATED'S failure to cure any material breach of this Sale Confirmation within ninety (90) days of its receipt of written notice of breach from you stating with reasonable particularity the facts thereof.
- 8.1.2 In the event of rightful termination in accordance with Section 8.1.1 by you, this Sale Confirmation will be terminated and you will have no further obligation to AJC INTERNATIONAL INCORPORATED except as expressly provided herein.

8.2 Termination by AJC INTERNATIONAL INCORPORATED.

- 8.2.1 AJC INTERNATIONAL INCORPORATED may by notice terminate this Sale Confirmation if you breach any term of this Sale Confirmation.
- 8.2.2 AJC INTERNATIONAL INCORPORATED may immediately terminate this Sale Confirmation if your financial condition has otherwise become impaired or unsatisfactory to in the reasonable opinion of AJC INTERNATIONAL INCORPORATED.
- 8.2.3 AJC INTERNATIONAL INCORPORATED may terminate this Sale Confirmation in whole or in part if a partition or a resolution for winding up is filed against or passed by you.
- 8.2.4 In the event of termination by AJC INTERNATIONAL INCORPORATED in accordance with Sections 8.2.1, 8.2.2 or 8.2.3, this Sale Confirmation will be terminated and AJC INTERNATIONAL INCORPORATED will have no further obligation to you except as expressly provided herein. If any amount is outstanding under this Sale Confirmation or any other sale confirmation from you to AJC INTERNATIONAL INCORPORATED at the time of termination, such amounts will immediately payable and you shall make payment to AJC INTERNATIONAL INCORPORATED without set-off within [] days of termination. All amounts paid by you prior to such termination, including without limitation any prepayment for the goods in this Sale Confirmation, shall be retained by AJC INTERNATIONAL INCORPORATED. Such retained amounts may be used by AJC INTERNATIONAL INCORPORATED to settle any damages suffered by AJC INTERNATIONAL INCORPORATED as a result of termination of this Sale Confirmation or any other sale confirmation.

9. Limitations of Liability

If you make a claim for defect of goods sold under this Sale Confirmation, you must preserve the goods intact under proper refrigeration and afford AJC INTERNATIONAL INCORPORATED the opportunity to inspect the goods before they have been further handled, processed or otherwise dealt with.

YOUR SOLE AND EXCLUSIVE REMEDY UPON REJECTION OF ANY SHIPMENT OR ANY PART THEREOF FOR NONCONFORMANCE OR BREACH OF WARRANTY SHALL BE, AT AJC INTERNATIONAL INCORPORATED'S OPTION, THE REPLACEMENT OF THE REJECTED GOODS OR A REFUND OF THE PURCHASE PRICE IF THE PAYMENT HAS BEEN MADE

BEFORE THE DELIVERY OF GOODS. UNDER NO CIRCUMSTANCES IS AJC INTERNATIONAL INCORPORATED LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION, OTHER PECUNIARY LOSS, OR OTHER INCIDENTAL, TORT, ECONOMIC, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF ANY WARRANTY EVEN IF AJC INTERNATIONAL INCORPORATED OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

No claim by you entitles you to withhold payment of any sum due to AJC INTERNATIONAL INCORPORATED under this Sale Confirmation or any other sale confirmation, or give you any right of set off against other payments due from you to AJC INTERNATIONAL INCORPORATED.

Any action by you resulting from any breach on the part of AJC INTERNATIONAL INCORPORATED arising out of this Sale Confirmation must be commenced by you within one (1) year after the cause of action has accrued.

10. Insurance

Unless otherwise expressly provided, AJC INTERNATIONAL INCORPORATED will not be required to procure any insurance covering this Sale Confirmation. You shall bear all risks and liabilities inherent from the storage, shipping, negligence of employees, agents or contractors relating to this Sale Confirmation.

11. Confidentiality

You hereby undertake not to disclose to any person any confidential information concerning AJC INTERNATIONAL INCORPORATED, its customers and this Sale Confirmation for a period of two (2) years after expiration or early termination of this Sale Confirmation. For the purpose of this Sale Confirmation, "confidential information" means any information concerning AJC INTERNATIONAL INCORPORATED, any of its customers, and any information relating to their respective operations, processes, plans, conduct information, know-how, designs, trade secrets, software and market opportunities.

AJC INTERNATIONAL INCORPORATED may disclose any confidential information required by any applicable law or any government authority.

12. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Sale Confirmation, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted, and judgment upon the award rendered by the arbitrator(s), may be entered in any court having jurisdiction thereof. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be the Hong Kong Special Administrative Region. The number of arbitrator shall be one. The arbitration proceedings shall be conducted in English.

13. Legal Notice re Trademarks

As a condition precedent to Seller's willingness to sell, and as consideration for Seller's willingness to sell to Buyer, Buyer acknowledges and agrees that **AJC, AJC INTERNATIONAL, AMERIFOODS, DEL CAMPO, EARLY DAWN, GARDEN MAID, GOLDEN PHOENIX, MITY FRESH, and ODS OVERSEAS DISTRIBUTION SOLUTIONS (the "Marks")**, and their associated

designs¹ shown below, are trademarks of AJC. These trademarks are registered in many, but not all countries, of the world. Buyer agrees and acknowledges that the **Marks** are the sole and exclusive property of AJC, regardless of whether they are registered in any particular country including the country of this sale.

Buyer agrees that it will not itself claim trademark rights in any of the **Marks**; that it will not register or attempt to register any of these **Marks** in its own name (or any name other than AJC) in any country, including the country of this sale. Buyer agrees and acknowledges that any use it makes of these **Marks** will be as a licensee of AJC and that any such use will inure to the benefit of AJC solely.

Buyer further agrees that it will not register domain names the include any of the words contained in any of the marks **Marks**. The prohibition applies to all Top Level Domains or country code level domains.

If Buyer has previously acquired or in the future acquires any rights in these **Marks** or any domain names incorporating words contained in the **Marks**, whether by registration with a governmental authority, a domain name registrar or by virtue of use that gives rise to any legal rights, then Buyer will transfer and assign all rights to such rights, registrations or domain names to AJC. Buyer further agrees to execute all documents necessary to perfect any transfer of such rights, registrations or domain names as may be required by any relevant governmental or private authority.

14. Miscellaneous

The Sale Confirmation and any agreement thereunder is governed and construed in accordance with the laws of the Hong Kong Special Administrative Region.

The Sale Confirmation, along with these Terms and Conditions of Sale constitute the entire agreement between AJC INTERNATIONAL INCORPORATED and you, superseding any and all other understandings, representations, proposals or negotiations between the parties, whether oral or written. No oral agreements or representations and no course of dealings between the parties or usage of trade is relevant to supplement, explain, contradict or vary in any way any provision contained in this Sale Confirmation and these Terms and Conditions of Sale.

None of the terms and conditions contained in this Sale Confirmation or these Terms and Conditions of Sale may be added to, modified, superseded or otherwise altered except by a written instrument signed by AJC INTERNATIONAL INCORPORATED and you.

All notices allowed or required under this Sales Confirmation must be in writing and is deemed sufficient if sent to the parties at the addresses given in this Sales Confirmation (or to such other address as either party may provide in advance) when the notice is (i) delivered by personal delivery, (ii) if by registered or certified mail or pre-paying of such postage, one day after such postage, (iii) if by first class air mail or pre-paying of such postage (for international mail), one day after such postage, (iv) if sent by facsimile, telex or telegraph, once facsimile, telex or telegraph confirmation is

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received, (v) if sent via recognized overnight carrier, one day after dispatch, or (vi) sent by email or other common electronic means (including MSN, WeChat and WhatsApp), at the time the electronic message is sent. Notice shall be deemed given upon earliest receipt by any method provided herein.

Each of the rights and remedies reserved by AJC INTERNATIONAL INCORPORATED in this Sale Confirmation is cumulative and in addition to any other or further remedies provided by law or equity, or in this Sale Confirmation.

AJC INTERNATIONAL INCORPORATED'S failure to insist on performance of any of the terms or conditions herein by you, our failure to exercise any right or privilege, or our waiver of any breach under this Sale Confirmation does not thereafter waive any other terms, conditions, privileges or breach, whether of the same or similar type. Any waiver is effective only when in writing and signed by AJC INTERNATIONAL INCORPORATED.

Your rights and obligations under this Sale Confirmation may not be assigned, delegated, subcontracted or otherwise transferred (by merger, asset sale, contract, operation of law or otherwise) without the prior written consent of AJC INTERNATIONAL INCORPORATED.

Wherever possible, each provision of this Sale Confirmation will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Sales Confirmation is prohibited by or invalid under applicable law, said provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Sales Confirmation.