

PURCHASE CONTRACT TERMS AND CONDITIONS

1. For the purpose of these terms and conditions (“**Conditions**”), the word “**Buyer**” shall mean MEIYUME (HONG KONG) LIMITED. The word “**Seller**” shall mean the company, firm or person whose name and address appear under the heading “seller” on the Purchase Contract. The word “**Contract**” shall mean these Conditions together with the purchase contract (“**Purchase Contract**”). The word “**Goods**” shall mean the goods (including, any components and/or raw materials) which are the subject of the Purchase Contract.

2.
 - (a) These Conditions supersede any other terms or conditions appearing in Seller’s catalogues, sales literature or elsewhere, and shall override and exclude any other terms or conditions stipulated or incorporated or referred to by Seller, whether in any order or negotiations, and / or in any course of dealing established between Seller and Buyer.
 - (b) Seller shall be deemed to accept the Contract on these Conditions by either (i) signing and returning the Purchase Contract; (ii) indicating its acceptance through the electronic means provided by Buyer; or (iii) taking any action to provide the Goods to Buyer.
 - (c) No modification of the Contract including of these Conditions shall be effective unless expressly agreed in writing between Buyer and Seller. The signing by Buyer of any of Seller’s documentation shall not imply any such modification.
 - (d) Buyer may at any time terminate the Contract in whole or in part by written notice to Seller (although such termination may result in suspension of shipment or work pursuant to this Purchase Contract) without penalty to Buyer, save for reimbursement to Seller for reasonable expenditure on raw materials incurred upon the authority of this Purchase Contract up to the date of cancellation or termination.

3. Seller represents, warrants and undertakes to Buyer that the Goods shall be:
 - (a) manufactured, marked, labeled, packed, documented and shipped in strict accordance with: (i) the quantity, quality, description, specifications and requirements provided by Buyer; (ii) any sample of the Goods or their components and sub-materials (including without limitation, raw materials and/or substances approved by Buyer)(iii) all required lab test standards, including standards concerning product safety; and (iv) any and all applicable laws, regulations, guidelines, rules or requirements in force from time to time of the country(ies) or jurisdiction(s) in which the Goods are manufactured (collectively, “**Manufacturing Jurisdiction**”), the country(ies) or jurisdictions into which the Goods will be sold or imported (collectively, “**Importing Jurisdiction**”), or other country(ies) indicated by Buyer, including without limitation, laws and regulations concerning country of origin, quota, forced labor, child labor, advertising, labeling, marking, washing and care instructions, product compliance, environment, conflict



- materials, restricted substances, consumer health and safety, flammability and export and import documentation;
- (b) free of defects in design, material and workmanship;
 - (c) of good and merchantable quality and condition or are of such higher quality and condition as shall be specified in the Contract;
 - (d) are in all respects fit and sufficient and suitable for the purpose or purposes, expressly or implied, for which the Goods are intended, which said purpose or purposes Seller hereby acknowledges to have been declared or fully made known to Seller;
 - (e) in the case of manufactured Goods, new and unused;
 - (f) not be misbranded nor falsely advertised when shipped; and
 - (g) that, other than in relation to any artwork or designs provided by Buyer, the Seller owns all Intellectual Property (as defined in clause 19 below) rights in the Goods.
4. Without limiting the generality of clause 3, Seller further represents, warrants and undertakes to Buyer:
- (a) only to employ workers who meet the minimum applicable legal age requirement or are at least 15 years of age, whichever is greater, and to comply with all other applicable child labor laws;
 - (b) not to utilize any prison labor, forced labor or indentured labor in the manufacture of the Goods;
 - (c) that it will use only subcontractor(s) approved by Buyer in the production of the Goods and that such subcontractor(s) shall abide by these Conditions;
 - (d) the genuine and true origin of the Goods and that it shall fully and accurately complete all documents that it issues in respect of the Goods, including invoices, packing lists, quota charge statements, applications for certificates of origin, import licenses, export licenses, visas and export licenses;
 - (e) that any visa accompanying the Goods is in the form required by the applicable arrangements from time to time between the Manufacturing Jurisdiction and the Importing Jurisdiction and that any textile quota category reflected thereon accurately describes the Goods; and
 - (f) the Goods shall comply with all laws and regulations applicable to the importation of the Goods into the Importing Jurisdiction, including, but not limited to, the Tariff Act of 1930, as amended, Uyghur Forced Labor Prevention Act, the Wool Products Labeling Act, the Textile Fiber Products Identification Act, the Lanham Act, the Hazardous Substances Labeling Act, Consumer Product Safety Act, Consumer Product Safety Improvement Act, Lead Free Toys Act, the Flammable Fabrics Act, the Food, Drug & Cosmetics Act, the IUCN Red List Terms and Conditions (as amended), the Dodd-Frank Act, The Convention on International Trade in Endangered Species of Wild Fauna and Flora, Conflict Minerals Regulation (Regulation (EU) 2017/821) and the Federal Trade Commission Act, including the care labeling regulations, all applicable standards on lead and other toxic substances and any guidelines and rules and other regulations issued pursuant thereto.



5. Seller also represents and warrants and undertakes to Buyer that the foregoing representations and warranties in clauses 3 and 4 will be true and accurate throughout the continuance of this Contract with reference to the facts and circumstances from time to time.
6. Seller agrees that it is solely responsible for and shall indemnify and hold harmless Buyer against any claim, penalty (including any penalty or liquidated damages assessed by or paid to any government agency of the Importing Jurisdiction, including the United States Customs and Border Protection), expenses, (including legal fees), liability, interest, loss (including loss of profit), expenses or damage, including all costs relating to product recalls (collectively, "**Damages**") suffered or incurred by Buyer which are in respect of or in any way related to a default or breach by Seller of any of the representations, warranties and/or undertakings made by Seller in clauses 3 and 4 above.
7. Seller shall not increase the price of the Goods set out in the Purchase Contract unless approved by Buyer in writing.
8. In the event that any of the Goods are, in the sole and absolute opinion of Buyer to be (a) of substandard quality, defective or otherwise do not comply in all respects with the Contract; (b) of short shipment; or (c) detained, excluded, embargoed seized or subject to recall by any government agency of the Importing Jurisdiction (including the United States Customs and Border Protection), Buyer may accept or reject the whole or any part of the Goods, and in the case of an installment contract, to treat the whole Contract as repudiated by Seller, and thereby terminate the Contract pursuant thereto. Notice of such rejection shall be given by Buyer to Seller within a reasonable time and for the avoidance of doubt, risk in respect of the Goods shall remain with Seller until the Goods have been accepted by Buyer in accordance with clause 14(a). Seller shall be solely liable for and indemnify and hold Buyer harmless against all loss, damage and expenses suffered or incurred by Buyer as result of such rejection. Seller shall collect the rejected Goods within 30 days of the Buyer's notice of rejection, failing which Buyer shall be entitled to destroy or resell the rejected Goods for the best price which can reasonably be obtained in the country or place of their destination. In the event of the exercise by Buyer of the above mentioned power of resale, Seller shall be liable for any difference between the amount of any damages payable by Seller to Buyer arising out of the termination of the Contract (including the price paid by Buyer to Seller for the Goods, any loss of profits and any expenses thereby incurred) and the net price realised by such resale (after deducting the expenses thereof incurred by Buyer and its agents).
9. In the case of any rejected Goods, Seller shall comply with the directions of Buyer either to refund to it the amount of any purchase price in respect of such Goods (together with interest at the rate which would normally represent its cost of funding such amount from a major bank in Hong Kong ("**Interest Rate**") on the amount for the time being outstanding and unrefunded thereof for the period from the date of the payment of such purchase price to the date of Buyer's receipt of such refund) or to replace such Goods upon and subject to such terms and conditions as to shipment, delivery and otherwise as Buyer shall stipulate.



10. Where the Goods are to be supplied or payment thereof is to be made by instalments, the failure of Buyer to pay any instalment in due time shall not entitle Seller to treat such failure as a repudiation by Buyer of the Contract.
11. (a) Partial shipments and trans-shipments of the Goods shall not be permitted unless expressly authorised by Buyer.
- (b) The Goods shall be packed strictly as specified in the Contract and secured in such manner as to reach their destination in good condition under normal conditions of transport and in accordance with any rules relating to freight classification and at the lowest freight available. Shipment and delivery shall also be in strict compliance with the time limit, quantities, method of shipment and other shipping requirements specified in the Contract unless otherwise agreed in writing. In every case, a clean bill of lading or a forwarder's cargo receipt is required. Delivery must be evidenced by a clean receipt signed by a fully authorised representative of Buyer. Failure to comply with the above requirements shall entitle Buyer, at its option, to withhold payment for the Goods without prejudice to its other rights under this Contract.
- (c) All shipment and delivery dates are not merely estimates but are of the essence to the intent that Buyer shall be entitled to terminate the Contract if any of the Goods or any instalment of the Goods are or is not shipped or delivered within the time limit or in accordance with other shipping requirements specified in the Contract.
- (d) In the event of termination of the Contract, Seller shall immediately refund to Buyer any amount of the purchase price paid by Buyer for any undelivered Goods, together with interest on the amount for the time being outstanding and unrefunded at the rate which Buyer certifies to be the Interest Rate for the period from the date of the payment of such purchase price to the date of Buyer's receipt of such refund.
12. Acceptance of the Goods by Buyer or any part thereof after the date or dates for shipment fixed by the Contract, shall not be deemed to be a waiver by Buyer of any rights arising from such late shipment or non-shipment, and Seller accepts full responsibility for any loss or damage suffered or incurred by Buyer as a result of such late shipment or non-shipment. Without limiting the Buyer's rights under clause 11(b) above, if Seller is unable to comply with clause 11 (b) above (including in the event of late delivery being accepted by Buyer, whether in part or whole), Buyer may elect either to (i) ship the Goods by air-freight, in which case Seller shall bear all excess freight, if any, including replacement freight costs or costs arising from freight surcharge and/or freight increase enforced after the expiry of the agreed delivery time; or (ii) to terminate the Contract in whole or in part without prejudice to any claim Buyer has against Seller for breach of contract and for damages, costs, claims and expenses which Buyer may suffer or incur as a result.
13. Without limiting the generality of clause 15 below, Buyer is entitled without reference to Seller, to commission a survey report on the Goods from an independent surveyor at Seller's expense, and such report shall be admissible as conclusive evidence in



any litigation or arbitration proceedings as to the quantity, quality, condition, description and specifications of the Goods and their conformity or non-conformity with their description, quality, specifications or samples in any proceedings between Buyer and Seller without such surveyor being called as a witness. No inspection of the Goods prior to shipment or at the port of shipment shall constitute an acceptance by Buyer, its agents or its sub-purchasers of the Goods or of their conformity with the requirements of the Contract.

14.
 - (a) Risk of loss to any of the Goods shall pass to Buyer when they shall have been delivered effectively to and accepted by Buyer in the location as directed or instructed by the Buyer according to the Contract.
 - (b) Title to the Goods shall pass to Buyer when they shall have been delivered effectively to and accepted by Buyer in the location as directed or instructed by the Buyer according to the Contract, except that title to the Goods shall pass to Buyer upon payment of the purchase price if made prior to delivery.
 - (c) If title to the Goods has passed to Buyer, Seller shall have possession of the Goods as bailee and fiduciary agent for Buyer and shall take all measures necessary for the protection of the Goods and shall store the Goods ready for shipment separately from all other goods and shall not combine or consolidate or mix or incorporate or adapt the Goods with any other goods or materials or otherwise howsoever.
 - (d) Once title to the Goods has passed to Buyer, Seller shall clearly label the Goods in order that it can clearly identify the Goods as belonging to Buyer at all times.

15. Buyer is entitled to inspect the Goods during manufacture, processing, storage or at any time. Seller shall provide representatives of Buyer with full and complete access at all times to each location at which the Goods and any of its sub-materials or components will undergo manufacturing operations, whether at Seller's premises or elsewhere, so as to enable Buyer to carry out in-process, final inspections and post-shipment reviews. Seller shall provide all reasonable facilities and allow a reasonable time for such inspections. Any such inspection, any execution of an inspection certificate by Buyer in respect of the Goods or any payment for the Goods by Buyer shall not constitute acceptance of the Goods by Buyer nor shall the same constitute acceptance of the Goods' conformity with the requirements of the Contract.
Seller shall provide Buyer with true and complete copies of all documents that Buyer may at any time, in the exercise of its sole discretion, request (and make the originals available for Buyer's inspection) to substantiate the origin of the Goods or compliance with the requirements of the Contract. Such documents include:
 - (a) all manner of production and shipment records, such as sewing records, transportation documents for finished Goods and sub-materials, utility bills, machinery repair records, employee records and documents filed with government agencies (e.g. import and export licenses and notifications, production notifications and factory registrations); and
 - (b) any declarations, certifications, statements, confirmations or undertakings that Buyer may request for the purpose of such substantiation.



16. Seller shall use all reasonable endeavours to procure for Buyer the benefit of such warranties and other rights as are conferred on Seller in relation to any part of the Goods which is not of Seller's manufacture.
17. Unless otherwise specifically agreed in writing, Seller shall be responsible for procuring all necessary export licenses, certificates of origin and other certificates of a similar kind and description. Failure to procure such export licenses, certificates of origin and other certificates of a similar kind and description as required shall entitle Buyer, at its discretion and without prejudice to its other rights and remedies against Seller, to withhold payment for the Goods or to terminate the Contract.
18. In the event that Seller, or any subcontractor of Seller engages, is visited by, or receives any inquiry, notice or request from, the authorities of the Importing Jurisdiction or the Manufacturing Jurisdiction, in relation to any actual or alleged violation of any laws or regulations of the Importing Jurisdiction and/or the Manufacturing Jurisdiction in relation to the manufacture, sale or importation of any goods, whether ordered by Buyer or parties other than Buyer ("**Inquiry**"), Seller undertakes to promptly notify Buyer of the details of such Inquiry, to keep Buyer informed of all developments concerning the Inquiry and to cooperate with the authorities carrying out such Inquiry. Without Buyer incurring any expenses or liability to Seller, Buyer shall have the right to immediately terminate, in whole or in part, all purchase contracts between Seller and Buyer, including this Contract, if
- (a) upon learning the circumstances relevant to the Inquiry, Buyer determines, in its sole discretion, that there is a likelihood that in the manufacture, sale or importation of any goods, whether ordered by Buyer or parties other than Buyer, Seller or any subcontractor engaged by Seller have committed a violation of the laws of the Importing Jurisdiction and/or the Manufacturing Jurisdiction; or
 - (b) Seller or any of its affiliates or subcontractors is named on any list published by the authorities of the Manufacturing Jurisdiction or the Importing Jurisdiction as a party in violation of laws or regulations concerning the manufacture, sale or importation of any goods, including the list published by the United States Secretary of the Treasury in the Federal Register pursuant to 19 U.S.C. Section 1592a.
19. Seller agrees to indemnify and hold harmless Buyer against any and all liability, loss or expense by reason of infringement of any and all intellectual property e.g. copyrights, design rights, symbols, logos, patent, trade names or trademarks existing now or in the future with respect to the Goods (the "**Intellectual Property**"). Seller shall accept full responsibility for any infringement of such Intellectual Property rights which may be asserted by any third party. Seller shall devote its best efforts to protect any and all Intellectual Property rights of Buyer, or Buyers' customer(s). Seller shall dispose of any Goods rejected by Buyer in accordance with the instructions of Buyer even if such instructions are to destroy the Goods. In the event Buyer agrees to allow Seller to dispose of rejected Goods to third parties, Seller shall remove and destroy any sub-materials (e.g. labels, hangtags, or other accessories) incorporated in or attached to the rejected Goods, which bear any



Intellectual Property and unless otherwise instructed by Buyer shall promptly return to Buyer any sub-materials not incorporated in or attached to the rejected Goods, which bear any Intellectual Property. All artworks and designs provided by Buyer shall remain the property of Buyer and shall not be used or disclosed to any third party by Seller except as required for Seller's performance under this Contract.

20. The Contract may be terminated by Buyer who shall not incur any liability or obligation whatsoever in respect of such termination if:
- (a) Seller defaults or breaches any of its obligations under the Contract or any other such contract entered into with Buyer, or in case of a breach of any of the warranties contained in clauses 3 and 4 above; or
 - (b) the performance of the Contract is rendered impossible or impracticable by reason of government restrictions, de-valuation or re-valuation of currency, war strikes, riots, civil commotion, act of God, force majeure or other circumstance beyond the control of Buyer; or
 - (c) a resolution is passed, a petition is presented or an order is made for the winding-up of Seller or a receiver or administrative receiver or administrator is appointed in respect of Seller or any of its assets or Buyer reasonably apprehends that any of the above is about to occur in relation to Seller, in which case Buyer shall be entitled to terminate the Contract without notice to Seller and shall not be liable to Seller in any way or in any manner whatsoever in respect of the termination.

Upon such termination, (i) in relation to Goods which Buyer has paid for but remain undelivered, Seller shall use all endeavours to complete effective delivery; (ii) all obligations of Buyer under the Contract will come to an end; and (iii) Buyer shall be relieved from all obligations incurred under the Contract.

21. In the event that the price of the Goods is expressed in a currency other than U.S. Dollars such price shall be payable in U.S. Dollars at The Hongkong and Shanghai Banking Corporation's current buying rate of exchange and less the usual banking charges on the payment date specified in the Contract. In the event of Seller wishing to buy forward foreign exchange for delivery not beyond six months, Seller shall notify Buyer of such intention in writing and Buyer may in its sole discretion arrange for such forward buying for the sole account of Seller with such banks, as determined by Buyer.
22. Seller shall indemnify Buyer by payment in cash immediately on demand against any loss arising from any negligence or default by Seller under the Contract or these Conditions (whether or not Buyer shall terminate the Contract pursuant to such default) including, but not limited to, loss of profit on the resale of any of the Goods, penalty (including any penalty or liquidated damages assessed by or paid to any government agency of Importing Jurisdiction, including the United States Customs and Border Protection) and all costs, charges and expenses, legal and otherwise (including bank charges and confirming commission), incurred by Buyer as a result of such default.



23. Seller acknowledges that it is aware that the Goods are intended for resale by Buyer and Seller shall be fully responsible for and shall indemnify Buyer against any claims made by a customer of Buyer in respect of the Goods resulting directly or indirectly from or in connection with the failure by Seller to comply with the requirements of the Contract and with these Conditions.
24. Where fulfilment of Buyer's obligations under the Contract is prevented as a result of force majeure, acts of terrorism, hostilities, industrial or civil action or inability to obtain shipping space, accident, Government restrictions, devaluation or revaluation of currency or other circumstances beyond the control of Buyer, Buyer shall, upon giving notice thereof to Seller, be relieved from all obligations incurred under the Contract.
25. Seller will, and will procure its subcontractors and suppliers to, at all times adhere to and be in compliance with all codes of conducts, business compliance practices, and corporate social responsibility requirements set forth by Buyer (including without limitation, the Supplier On-boarding Pack, the Supplier Code of Conduct, the Confidentiality Agreement), as well as all applicable laws, rules and regulations, including without limitation, the Foreign Corrupt Practices Act of the United States and the Bribery Act of the United Kingdom (including all stipulations and governance in connection therewith), the California Supply Chain Transparency Act, the Dodd-Frank Act, any applicable sustainability and environmental standards, regulations and reporting procedures, conflict minerals laws and regulations, and all customs laws and regulations, as they may be amended from time to time.
26. Seller may not sell, assign or otherwise transfer any of its rights, title or interest in or arising from the Contract without Buyer's prior written consent, which may be withheld without reason at Buyer's sole and absolute discretion. Buyer shall be entitled, without the consent of Seller, to sell, assign, transfer, declare trust(s) and/or grant participations or security interests in all or any part of its rights, title and interest in or arising from the Contract. The Buyer may from time to time disclose to Seller certain confidential information, including but not limited to designs, samples, prototypes, trademarks, patents, copyrighted materials and other confidential and proprietary information concerning its business or the Goods ("**Confidential Information**"). Seller undertakes to keep all Confidential Information and any arrangements between Seller and Buyer strictly confidential and any Confidential Information shall only be used for purposes of performing obligations under this Contract. Seller shall further keep the Contract strictly confidential and not disclose it to any persons other than authorised personnel of Buyer.
27. Buyer may, at any time and without notice, apply, set-off and/or transfer all or any amounts (present or future) owing or payable by Buyer to Seller in or towards payment or satisfaction of all or any amounts (present or future) owing or payable by Seller to Buyer (or to any of Buyer's related, associated or affiliated companies). If the amounts are in different currencies, Buyer may convert the relevant amount(s) at the market rate of exchange determined by Buyer for the purpose of set-off and/or application.



28. Failure by Buyer to enforce strict compliance with this Contract and any consents or extensions given shall not be taken to constitute a waiver of the same and shall not affect Buyer's rights in any way.
29. Seller shall not, without prior written consent of the Buyer, at any time from the date of the Contract to the expiry of twelve (12) months after the last date of delivery of any Goods:
- (a) solicit or entice away from Buyer or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Buyer in the sale and purchase of the Goods; or
 - (b) deal with any customer of Buyer in connection with any goods competing with the Goods.
30. In the event of any dispute, the English text of the Contract shall prevail.
31. (a) The Contract shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute, controversy or claim arising out of or relating to the Contract, including without limitation the existence, breach, termination or invalidity thereof, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules ("**Rules**") in force when the Notice of Arbitration is submitted (except where the Rules conflict with this clause) and the Rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Hong Kong. The number of arbitrator shall be one. The arbitration proceedings shall be conducted in English. A request for urgent interlocutory relief by Buyer to a court of competent jurisdiction shall not be precluded by this arbitration clause and for this purpose, Seller expressly submits to the jurisdiction of all such courts.
- (b) Notwithstanding clause 31(a) above, Buyer, at its sole option, may choose to submit any such dispute, controversy or claim arising out of or relating to the Contract before the courts of any competent jurisdiction (including, without limitation, the courts of the jurisdiction in which Seller is located or incorporated). If arbitration has been initiated by Seller at the time that Buyer chooses to submit the matter to a court of competent jurisdiction, then it is agreed that such arbitration is to be discontinued, unless the court invoked by Buyer finds that Buyer has waived such right by substantially participating in the arbitration without having raised its right under this clause.

