



## **General Terms and Conditions of Trade with Apex Refrigeration**

Apex Refrigeration is committed to providing high-quality commercial equipment to global customers. To ensure smooth transactions and fair allocation of responsibilities, we have established the following terms and conditions. By entering into a sales contract with our company, the customer is deemed to have accepted these terms.

### **1. Order Confirmation and Modifications**

1.1 Once an order is placed, our company will arrange production according to the order requirements. After order confirmation, the customer shall not unilaterally modify order details, including but not limited to product specifications, quantity, and delivery time. Any requested changes must be approved in writing by our company and may incur additional costs.

1.2 Any modifications to the order may result in the recalculation of the delivery period, which shall be based on the timeline confirmed by both parties.

### **2. Order Cancellation**

2.1 After order confirmation, the customer shall not cancel the order without valid justification. If the customer cancels the order for reasons attributable to them, our company reserves the right to withhold the deposit as compensation, and the customer shall fully pay for any products already produced.

2.2 If the order cannot be fulfilled due to force majeure, both parties shall negotiate a resolution to minimize losses.

### **3. Delivery and Delay Liability**

3.1 The delivery period shall commence once the customer has paid the deposit and confirmed the order requirements which includes qualified artwork design and other specifications.

3.2 If production is expected to be delayed by more than one week, our company shall notify the customer in advance. The customer may choose to accept the revised delivery date or cancel the order. In case of cancellation, our company will only refund the portion of the payment for products not yet in production.

3.3 If the goods are ready but cannot be shipped due to the customer's failure to make payment or other reasons, our company shall charge a storage and interest fee of 0.25% per week starting from the third week after completion.

3.4 If the customer fails to collect the goods for more than six months without valid reason, our company reserves the right to modify, resell, or dispose of the goods without refunding the deposit or assuming any liability.

### **4. Payment Terms**

4.1 Our company accepts payments via Telegraphic Transfer (TT), Irrevocable Letter of Credit (LC), among others. Specific payment terms will be specified in the sales contract.

4.2 Orders must be paid for according to the agreed payment method. If the customer fails to make timely payment, our company reserves the right to suspend production or shipment and seek remedies for breach of contract.

4.3 We shall never change our bank account unless an official announcement is issued with the company stamp and signature. In case of any suspicious information received, please confirm with us by phone or video chat. If the customer suffers any financial loss due to online fraud, our company shall not be held liable under any circumstances.

## **5. Limitation of Liability**

5.1 Our company guarantees that the product quality meets relevant standards and provides after-sales service. However, we shall not be liable for damages caused by improper use or non-quality-related issues.

5.2 Under no circumstances shall our company's liability to the customer exceed the amount paid by the customer for the order.

## **6. After-Sales Policy**

6.1 Our company provides a limited liability after-sales service, which applies only to product failures caused by quality defects.

6.2 The compressor and refrigeration system piping are covered by a three-year warranty from the date of shipment, while other components are covered by a one-year warranty.

6.3 Damages caused by human factors, improper operation, or natural wear and tear (including but not limited to glass doors, shutters, shelves, and casters) are not covered under the warranty.

6.4 Any after-sales claim must be supported by the product serial number and photographic evidence of the damaged part.

6.5 Our company provides free replacement parts for repairs but does not cover additional shipping costs or other compensation.

## **7. Dispute Resolution**

Any disputes arising from the performance of this contract shall first be resolved through amicable negotiation. If no resolution is reached, the dispute shall be submitted to the court of jurisdiction in our company's registered location.

## **Final Provisions**

Our company reserves the right to interpret and amend these terms and conditions as necessary. The latest version shall be the one published on our official website.

Foshan Apex Refrigeration Equipment Limited

18, March, 2025