General Terms and Conditions for Supply of Products and Services

1. Scope of Application

1.1. These General Terms and Conditions for Supply of Products and Services ("GTC") shall apply to the supply of robot units, accessories, kits, embedded software, customized development, system integration, and related products ("Products") and services ("Services") by LimX Dynamics Technology Co.,Ltd ("Supplier") to the customer ("Customer"). Each Supplier and the Customer is referred to herein as a "Party" and together as "Parties."

1.2. The GTC, serving as the fundamental framework, together with any written purchase orders, special agreements, quotations, specifications, service descriptions, and/or other specific transaction documents, comprise the entire contract ("Contract") between Parties. Notwithstanding anything herein to the contrary, if a specific document signed by both Parties is in existence covering the supply of Products and Services covered hereby, the terms and conditions of said document shall prevail to the extent they are inconsistent with the GTC.

2. Orders

2.1. The submission of a Purchase Order ("Order" or "Orders") by the Customer constitutes acceptance of the GTC. The Supplier may, at its sole discretion, accept or reject an Order based on inventory, technical availability, production capacity, export controls, the Customer's credit, or other factors. An Order shall be effective only upon written confirmation by the Supplier.

2.2. Orders for customized products, services, or Orders already shipped are non-cancellable and payments already made are non-refundable. All unpaid amounts under such Orders shall remain payable in full. The Customer may cancel an effective Order, in whole or in part, only upon the Supplier's written consent.

2.3. Upon the Supplier's written consent, the Customer may apply the amount paid for canceled Orders as a credit toward the purchase price of new Orders. If the new Orders' price exceeds the credit, the Customer shall pay the the difference. The Supplier may make reasonable adjustment in accordance with applicable law and foreign-exchange regulations.

2.4. All effective Orders constitute independent transaction units. Even if the GTC is terminated, rescinded, or expired, the Orders that became effective prior to such event shall remain valid and binding, unless the Parties agree otherwise in writing.

3. Price

3.1. The price of the Products or Services shall be the price set out in the Orders or the price otherwise agreed between the Parties. The prices exclude custom duties, import VAT (value-added-tax), destination certification fees, applicable taxes, and other fees charged by governments. Unless otherwise stated: (a) the price of Products shall be inclusive of the costs of packaging, carriage of the Products within the mainland China, and basic technical support during the warranty period; (b) the price of Services shall be inclusive of basic workload and necessary resources.

3.2. For delivery addresses within the mainland China, the Supplier shall bear the standard costs of delivery to the designated address. For delivery addresses outside the mainland China (including Hong Kong, Macau, Taiwan), the Customer shall bear all costs related to the delivery outside Mainland China, insurance, custom duties, and import taxes.

3.3. The Supplier may adjust the quotations due to increases in performance costs, including but not limited to increases in tax rates, freight charges, material costs, manufacturing costs, third-party fees, regulatory compliance costs, or other objective increases in the destination country. Such price adjustment shall apply from the date of written notice to the Customer.

3.4. Any new or modified requirements raised by the Customers after accepting the Products or Services, shall be deemed a contract modification if the requirements increase the Supplier's workload, resource investment, or costs. The Parties shall negotiate and execute a written supplementary agreement to specify the corresponding fees.

4. Payment

4.1. Unless otherwise specified in the Orders, the Customer shall pay the full Order amount to the Supplier within seven (7) days of the Order effective date. For Services Orders, the Customer may pay the amount according to the agreed project milestones. The Supplier will commence the corresponding production or service only upon receipt of agreed payment.

4.2. The Customer shall make the payment in accordance with the agreed due dates. The Customer may not reject, delay, or reduce payments for reasons not attributable to Supplier (including but not limited to Order cancellation, refusal to accept delivery, delayed acceptance, internal approval process, or budget constraints). The Customer shall not withhold payment obligations under any pretext.

4.3. For any unpaid or overdue amount, the Customer shall pay interest at a rate of 0.05% per day on the overdue amount. If the delay in payment exceeds thirty (30) days, the Supplier may, upon the written notice to the Customer, suspend delivery, withhold performance, or take other remedial actions.

4.4. The title of the Products shall not pass to the Customer until the Supplier receives payment in full for the Products. Before the full payment is received, the Supplier may suspend software activation, services, or technical support. For the Products returned for repair, the Supplier retains a possessory lien on the Products until the Customer pays all repair costs.

5. Delivery

5.1. The Supplier warrants that the Products and Services comply with the applicable industry standards of origin and are in accordance with the specifications agreed by the Parties. The Supplier shall provide proper standard industrial packaging suitable for safe transport. The Supplier shall not be liable for the defects arising from fair wear and tear, minor dents, stains, or packaging flaws incurred during transport that do not affect Product functionality.

5.2. Logistics or courier service shall be used for deliveries within mainland China and the risk of loss or damage to the Products shall pass to the Customer upon the Customer (or its designated recipient) signing for receipt. For deliveries outside mainland China, the Products shall be delivered in accordance with Incoterms® 2020 as agreed by the Parties. The risk of loss or damage to the Products shall pass to the Customer in accordance with the selected Incoterms (e.g., upon delivery to the first carrier or at the named place of delivery). The Customers outside mainland China shall provide necessary information and assumes all responsibility for import clearance, payment of duties and taxes, and permits.

5.3. If the Customer fails to accept delivery due to reasons attributable to the Customer, risk of loss or damage shall pass to the Customer from the agreed final delivery date. The Customer shall bear any additional storage or re-delivery costs. If the Customer fails to accept delivery within seven (7) days, the Supplier shall be deemed to have fulfilled its delivery obligations.

5.4. All agreed dates are target dates. Delays caused by the Customer or Force Majeure shall not constitute a breach by the Supplier. Damages, shortage, or delay occurring during transport shall be the responsibility of the carrier or insurer. The Supplier shall not bear direct liability for such events.

6. Acceptance

6.1. The Customer shall ensure that the installation and operating environment of the Products meet the technical requirements provided by the Supplier, including but not limited to power supply, network connectivity, ground conditions, safe space and load-bearing capacity. The Customer shall ensure that all robot movements are operated within a controllable physical space, safety distance, and collision risk range.

6.2. The Customer will have seven (7) days after receipt of the Products to inspect them. To raise any objections about the Products, the Customer shall provide clear and unambiguous technical or factual evidence. The Supplier shall promptly verify the matter and handle it in accordance with the after-sales policies set forth herein; however, such handling shall not be construed as an admission by the Supplier of a fundamental defect in the Products. If no objection is raised within the above period, the Products shall be deemed accepted and confirmed to comply with the Contract requirements.

6.3. The inspection is limited to the Product itself. The Supplier shall not be liable for any malfunction, underperformance, or damage arising from the Customer's non-conforming operating environment, improper system integration, or the connection or use of any uncertified third-party devices or software.

6.4. Deliverables of customized development shall be accepted in accordance with the standards agreed by the Parties. The Customer will have seven (7) days for inspection after receipt of the deliverable. During the above period, the Supplier is responsible for fixing functional defects that (a) do not meet to the agreed requirements, (b) are confirmed by both Parties, and (c) are caused by the Supplier. Upon the expiry of the acceptance period, or after the Supplier completes the fix and notifies the Customer, if the Customer raises no further written objection, the customized deliverables shall be deemed accepted.

7. Operation

7.1. The Customer acknowledges that the operation of robotic systems in complex environments involves inherent technical risk. The Customer shall strictly follow the Supplier's technical documents, safety specifications, and subsequent update guidelines provided by the Supplier regarding installation, use, and maintenance.

7.2. The Customer undertakes (and shall ensure that its end users) not to use the Products for: (a) violence or uses likely to cause bodily injury; (b) operation involving hazardous chemicals, explosives, or radiation-generating devices; (c) training or developing commercial competitive products, models, or algorithms.

7.3. The core safety strategies and parameters (including but not limited to safety thresholds, force-control limits, and limit-protection parameters) of the robot control system (including hardware, firmware, and software) are essential for safety. Any modification, disabling, or bypassing thereof is strictly prohibited.

7.4. The Supplier's after-sales and warranty obligations hereunder are premised on the Customer's full compliance with the obligations under this Section.

8. After-sale Service

8.1. Unless otherwise agreed in writing by the Parties, the warranty periods for different categories of products shall be as set out below, commencing from the date of delivery:

Applicable Category	Definition/Scope	Warranty Period
New Complete Unit	All hardware components forming a fully functional operational unit, excluding key components, cosmetic appearance parts and consumables separately listed below.	12 Months

Key Components	Core components that have a decisive impact on robotic performance and accuracy, including but not limited to controllers, servo motors, precision reducers, and high-precision bearings.	24 Months
Appearance Parts and Consumables	Components subject to normal wear and tear during use. Warranty covers only material and workmanship defects, excluding natural wear. Includes but is not limited to: arches of the feet, silicone insoles, left/right prosthetic hands, waist/hip connection covers, hip joint covers, pull ropes, metal pull hangers, and end-effectors.	6 Months
Standard Software Products	Functional, general-purpose software products uniformly released by the Supplier, excluding any customized functions, code or solutions developed for Customer's specific needs.	2 Months or as agreed by Parties
Demo Units	Products expressly designated for demonstration, testing, evaluation, or Not-For-Resale (NFR) purposes, which may not be brand-new due to prior use or testing use.	No Warranty
Coverings	Non-load-bearing, non-moving protective or decorative parts such as shells, panels, and cover plates. Normal wear and cosmetic issues are not covered.	No Warranty

8.2. The warranty does not cover the following circumstances: (a) the Customer fails to operate or maintain the product in accordance with the User Manual, technical specifications, or other written instructions from Supplier; (b) unauthorized disassembly, modification, hacking, flashing of non-official firmware, or other "jailbreaking" activities; (c) accessing or using third-party software, hardware, or systems not explicitly certified or authorized by the Supplier; (d) operation involving overload, over-speed, or exceeding the motion range (fault determination shall be based on backend product data and operation logs), or damage caused by accidents, Force Majeure, or external human factors (e.g., drops, collisions, liquid ingress); (e) normal wear and tear, natural aging or expiration of lifespan; (f) Damage caused by repairs, debugging, or modifications not performed by the Supplier or its authorized service providers.

8.3. After-sales processing shall not affect the original acceptance results nor constitute a re-acceptance. The Customer shall not reject or delay payment on the grounds of after-sales issues. Unless otherwise mandated by law, rules regarding returns and exchanges apply only when the conditions listed in the table below are met.

Scenario	**Remedies**	**Requirements**
Misshipped/Missing Items	Reshipment or Exchange	Written notice must be submitted to the Supplier within 7 days of receipt; subject to verification by the Supplier that the error is attributable to the Supplier.
Dead on Arrival (DOA)	Exchange	Written notice must be submitted within 7 days of receipt with valid video/image evidence of the defect; subject to Supplier confirmation of a manufacturing defect.
Serious Performance Failure	Exchange or Repair	During the warranty period, if the equipment cannot perform its primary functions due to quality issues, the Supplier shall first attempt to resolve it via repair. If the fault persists and affects core usage, and the Supplier assesses that it cannot be effectively restored within a limited time, an exchange may be granted at the Supplier's discretion.
General Quality Issues	Repair	During the warranty period, for quality faults not affecting primary functions, the Supplier shall adopt repair solutions such as remote guidance, sending spare parts, or requiring return-to-factory repair, depending on the nature of the fault.
Demo Units (NFR)	No return; conditional exchange only	Limited to exchange only. Must satisfy all following conditions: written notice within 7 days of receipt; product is unused; video/image evidence of defect provided; and confirmation by the Supplier of a manufacturing defect.
Customized Products/Services/Software	No return or exchange	Includes but is not limited to: customized hardware/software/solutions, non-standard specifications, motion library development, build-to-print processing, specific software authorizations, etc.

8.4. For return-to-factory repairs, if the defect is confirmed to be within warranty, the Supplier shall bear the relevant logistics and repair costs. If the defect is not covered by warranty, all costs (including service labor, spare parts/material, diagnostics, and round-trip logistics) shall be borne by Customer. If responsibility cannot be determined at the time of shipment, the Parties shall share logistics costs: Customer bears the logistics fees for sending it back to Supplier and Supplier bears the logistics costs for sending it back to Customer. Supplier may require Customer to prepay logistics and estimated repair costs before inspection. Upon completion of inspection and determination of liability, final settlement shall be made based on the principles above, with excess

refunded or deficiency paid. The robot's local operation logs shall be the primary and decisive evidence for fault diagnosis and responsibility determination. If logs are invalid due to reasons attributable to the Customer (e.g., not enabled, manually deleted, incomplete records), Customer shall bear the adverse consequences.

8.5. For quality issues after the warranty period or falling outside the scope of the warranty, Supplier provides paid repair services. Service scope and pricing shall be subject to the Supplier's then-effective after-sale service policy and price list. Customer may purchase the following value-added service packages based on needs; specific service content, scope, duration, and prices shall be subject to separate service orders or agreements signed by the Parties.

Service Package	Core Content	Scope & Conditions
Extended Warranty	Extends standard warranty for complete units (billed annually)	Applicable to standard products; must be applied for within the original warranty period while the product is free of unresolved major faults.
Pay-Per-Service	Paid technical services outside warranty, including diagnostics, repair and parts replacement	Applicable to all Customers; serves as a flexible supplementary scheme outside of standard warranty and service packages.
Note: Value-added services apply only to products purchased from Supplier or its authorized distributors. Supplier may adjust service contents and pricing based on product lifecycle and market conditions; effective orders shall remain unaffected.		

9. Confidentiality

9.1. Any non-public information disclosed or otherwise made available by one Party to the other in any form (including but not limited to written, oral, electronic, demonstrative, or system access) relating to robotic structural designs, component drawings, algorithms, source code, motion libraries, training data, system integration schemes, new product development plans, research and development plans, product roadmaps, experimental test data, business plans, client lists, pricing strategies, operational data, and other sensitive information (whether or not marked as "Confidential") shall be deemed "Confidential Information" and remain the exclusive property of the disclosing Party.

9.2. Each Party shall exercise at least the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each Party shall ensure that its employees, agents, consultants and affiliates access such information only on a need-to-know basis and are bound by equivalent confidentiality obligations. Without the prior written consent of the disclosing Party, neither Party shall: (a) disclose any Confidential Information to any third party; (b) use Confidential Information for any purpose other than performing the Contract, including but not limited to directly or indirectly researching, testing, developing or supporting products or services that compete or potentially compete with the other Party; (c) use Confidential Information to engage in any conduct that may adversely affect the other Party.

9.3. Confidentiality obligations shall survive the termination of Contract, refunds, returns, resolution of disputes, or completion of warranty services. For information constituting trade secrets, confidentiality obligations shall remain in effect indefinitely; for other Confidential Information, obligations shall remain valid for five (5) years from the termination of the Parties' business relationship.

10. Intellectual Property

10.1. The Supplier shall use commercially reasonable efforts to ensure that the tangible Products and Services (software, technical support, customization, etc.) provided do not infringe any third party's intellectual property rights. In the event of a third-party claim, the Supplier shall handle such claim. The Supplier may, at its own discretion: (a) obtain the right for the Customer to continue using the Product or Service; (b) modify or replace the Product to avoid infringement; or (c) if neither is commercially feasible, terminate the Contract and refund the Customer the purchase price less a reasonable amount for depreciation or the reasonable commercial value of the services provided.

10.2. The intellectual property rights in and to the software, algorithms, models, firmware, user interfaces, and related technical documentation provided by the Supplier ("Supplier Technology") shall remain the sole property of the Supplier or its licensors. The Customer is granted a non-transferable, non-exclusive, limited license to use the Supplier Technology solely in connection with the purchased Products. Supplier Technology may contain third-party open-source software, which the Customer shall use in accordance with the applicable license terms.

10.3. Customer and its end-users shall not: (a) reverse engineer, disassemble, decompile, or otherwise attempt to obtain the source code, underlying models or algorithms; (b) reproduce, modify, rent, distribute or sublicense the products or software; (c) remove or alter any copyright, trademark or branding notices (unless approved by Supplier in writing); (d) use Supplier Technology to develop, train or commercialize products or services that compete with Supplier.

11. Data Use

11.1. Where the purchased Products rely on cloud-based systems, the services may be subject to applicable local regulations, network environments, and cloud platform policies. The Supplier shall not be liable for cross-border network stability or service continuity.

11.2. To enhance product performance and safety, the Supplier may collect technical data such as product operation logs, system status, telemetry data, and error reports. Ownership and usage rights of such data belong to the Supplier. The Supplier may use such data for algorithm optimization, product improvement, and related technical research.

11.3. If the Customer's target market has regulatory requirements regarding network security, cross-border data transmission, AI algorithm filing, etc., the Customer shall independently fulfill all compliance obligations. The Supplier shall not be liable for risks arising from the Customer's failure to adhere to such compliance regulations.

12. Export Control

12.1. The Customer warrants that the purchased Products shall not be used for military purposes, weaponry, nuclear facilities, chemical/biological weapons, mass surveillance, social control, large-scale human tracking, or any purpose restricted by export control regulations, nor shall they be used to evade trade or financial sanctions.

12.2. Prior to any re-export, the Customer shall timely provide the Supplier with necessary information and representations regarding the ultimate end-user, end-use, and destination country.

12.3. The Supplier shall not be deemed in breach of Contract for any delivery delays caused by export controls, government reviews, or licensing delays. The Customer shall bear the responsibility for importation in the destination country, and the Supplier shall bear no legal risk regarding customs clearance.

13. Anti-Bribery

13.1. Neither Party shall, directly or indirectly, provide cash, gifts, kickbacks, commissions, benefits, or conveniences in any form to the employees, agents, or consultants of the other Party for the purpose of influencing procurement, acceptance, pricing, technical support, or other commercial decisions.

13.2. Neither Party shall request, imply, or induce the Supplier to provide any improper benefits, including but not limited to: (a) unjustified discounts; (b) unauthorized rebates or kickbacks; (c) improper commission settlements; or (d) revenue manipulation, false invoicing, or fictitious transaction.

13.3. Both Parties shall ensure that their employees, subsidiaries, agents, distributors, and end-users comply with the provisions of this Section. Any violation of this Section by an affiliate shall be deemed a direct violation by the Party to which such affiliate belongs.

14. Force Majeure

14.1. Epidemics, wars, blockades, embargoes, supply chain interruptions, natural disasters, network interruptions, and government acts shall constitute Force Majeure events. If either Party is unable to perform the Contract/Order due to Force Majeure, it shall notify the other Party within three (3) days of the occurrence of such event. If the Force Majeure event continues for more than thirty (30) days, either Party shall have the right to terminate the Contract/Order by written notice.

14.2. For delivery delays caused by Force Majeure, the Supplier is entitled to extend the delivery time accordingly upon prior notice to the Customer. If the Supplier has already commenced production or material preparation prior to the Force Majeure event, both Parties shall negotiate a reasonable sharing of the incurred costs based on principles of fairness.

15. Limitation of Liabilities

15.1. The Supplier's standard warranty scope is based on the product's place-of-origin standards and the technical documents confirmed by both Parties. Specific laws, standards, or certification requirements of the Customer's target market are not automatically included in the standard warranty. The Customer shall confirm the applicability of the Products prior to purchase. If support is needed to meet regional compliance requirements, the Customer shall submit a written request in advance, and the Parties may negotiate separate terms.

15.2. The performance of the robotic system is highly dependent on the Customer's application scenario, equipment environment, and network conditions. The Supplier only warrants that the Product conforms to the agreed specifications and workmanship quality at delivery. The Supplier shall not be liable for performance issues, damages, data loss, or expenses arising directly or indirectly from the Customer's environmental non-compliance, improper system integration, third-party hardware or software compatibility issues, or unauthorized modifications, or operational errors. The Supplier shall not be liable for any third-party intellectual property infringement resulting from the Customer's modification of the product, integration of third-party components, or violation of product usage specifications.

15.3. The Customer undertakes to use the product within preset safety limits. Any use beyond such limits, non-compliant operations, or failure to comply with this document and the product manuals shall be at the Customer's sole risk. The Customer shall independently bear all legal liabilities for any accidents, damages, third-party claims, or regulatory penalties arising therefrom and shall indemnify the Supplier against related losses.

15.4. To the maximum extent permitted by applicable law, the Supplier's cumulative liability for damages shall not exceed the amount actually paid by the Customer for the specific product or service in dispute. In no event shall the Supplier be liable for any indirect, incidental, punitive damages, loss of profits, loss of data, business interruption, or damage to reputation.

16. Termination

16.1. Any of the following shall constitute a material breach entitling the non-breaching Party to terminate the Contract/Order and claim liquidated damages: (a) a serious breach of export control, intellectual property, or anti-bribery compliance obligations that result in significant reputational or economic loss to the non-breaching Party; (b) a breach that remains uncured thirty (30) days after receiving written notice from the non-breaching Party; or (c) a Party explicitly states or indicates by its conduct that it refuses to perform its primary contractual obligations. Liquidated damages shall be determined based on the scope of the breach as follows: for a breach regarding a single order, the liquidated damages shall be 20% of the amount of such order; for a material breach regarding the entire Contract, the liquidated damages shall be 20% of the total amount of orders performed by the Parties in the twelve (12) months preceding the breach. If such liquidated damages are insufficient to cover the direct losses of the non-breaching Party, the non-breaching Party has the right to claim the deficiency from the breaching Party.

16.2. The rescission or termination of the Contract/Order shall not relieve the Customer of any payment obligations already incurred, including but not limited to payments for delivered Products or Service fees. In the event of termination due to Force Majeure, neither Party shall be deemed in breach; however, the Customer shall pay for expenses incurred prior to termination. For Products in transit or undelivered Products for which payment has not been received, the Supplier reserves the right to retrieve such products or cease delivery.

17. Dispute Resolution

17.1. Unless otherwise agreed by the Parties in business documents, the governing law of the Contract and the GTC shall be selected according to the following principles:

(a) If the Supplier as a Party to the Contract is an entity legally registered and existing within the Mainland China (excluding Hong Kong, Macau, and Taiwan), the Parties agree that the Contract and the GTC shall be governed by the laws of the People's Republic of China.

(b) If the Supplier as a Party to the Contract is an entity legally registered and existing in Hong Kong, the Parties agree that the Contract and the GTC shall be governed by the laws of Hong Kong.

(c) Regardless of the selection of the seat or institution of arbitration, the substantive rights and obligations under the Contract shall remain governed by the applicable laws set forth above.

17.2. Any dispute arising from or in connection with the GTC and its execution shall first be resolved through friendly negotiation. Unless otherwise agreed in business documents, if no settlement is reached within sixty (60) days from the date the dispute arises, or if no agreement on extending the negotiation period is reached, the Parties agree as follows:

(a) If the Customer is an entity registered within the mainland China (excluding Hong Kong, Macau, and Taiwan): The dispute shall be submitted to the Shenzhen Court of International Arbitration (SCIA) or the Beijing Arbitration Commission (BIAC). The claimant shall select the arbitration institution and the seat of arbitration. The language of arbitration shall be Chinese. The arbitral award shall be final and binding on both Parties.

(b) If the Customer is an entity registered outside the mainland China (including Hong Kong, Macau, and Taiwan): The dispute shall be submitted to the Hong Kong International Arbitration Centre (HKIAC), the Singapore International Arbitration Centre (SIAC), or the London Court of International Arbitration (LCIA). The claimant shall select the arbitration institution and the seat of arbitration. The language of arbitration shall be English. The arbitral award shall be final and binding on both Parties.

(c) For the circumstance in Clause (a) above: If the Customer explicitly objects to arbitration in writing (including but not limited to email or hard copy) prior to formally seeking legal remedies, either Party may submit the dispute to a People's Court with competent jurisdiction at the plaintiff's location for litigation.

17.3. Notwithstanding any other provision, in any arbitration, litigation, or other legal action under the Contract, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred in connection with the dispute, including but not limited to attorney's fees, case acceptance fees, appraisal fees, notarization fees, and other related reasonable expenses.

18. Miscellaneous

18.1. If any provision of this document is held to be invalid, it shall not affect the validity of other provisions, which shall remain in full force and effect.

18.2. Any subsequent contracts or transaction documents signed by the Parties may modify this GTC in writing. In the event of a conflict, the contract or transaction document with the later signing date shall prevail, without affecting the continued validity of the unmodified parts of this document.

(*End*)

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