

TERMS AND CONDITIONS

1. PAYMENT AND INTEREST

(a) These terms and conditions comprise the entire agreement between the parties. There are no collateral representations, warranties, agreement or undertakings of any nature whatsoever. This agreement shall not be cancelled or altered except by written agreement between an authorized officer of MAISHI and an authorized representative of the customer.

(b) All sums payable to MAISHI pursuant to these terms and conditions shall be paid according to the payment terms on the Proforma Invoice/Sales Contract or equivalent written documents.

(c) Where any sum payable to MAISHI by the customer is more than 30 days in arrears, MAISHI may at its discretion charge interest on that sum at the rate of 1.5% per month and such amount of interest shall be a separate debt which shall be immediately due and payable by the customer on demand by MAISHI.

2. PRICING

All prices are according to the negotiated by both parties (which is showed on Proforma Invoice/Sales Contract or equivalent written document). Unauthorized modification by any party is not recognized.

3. DELIVERY

(a) All goods are quoted by MAISHI will be sent out within the dead line which is showed on the Proforma Invoice. Whilst every endeavor will be made to meet delivery requirements, MAISHI shall not be liable for failure to deliver or delays in delivering occasioned by Force Majeure.

Definition of Force Majeure:

"Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- 1.1 Stop production by government, all MAISHI factories located at Hebei province near by Beijing (Capital of China), the productions will be prohibited when there is heavy pollutions, public celebration, large-scale conference etc.
- 1.2 act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, haze and floods);
- 1.3 war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo etc;
- 1.4 rebellion, revolution, insurrection, or military or usurped power, or civil war etc;
- 1.5 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly etc;
- 1.6 riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors etc;
- 1.7 acts or threats of terrorism etc.

(b) MAISHI will not be liable for any damage whether in contract, tort or otherwise and whether direct or indirect arising out of any delay in delivery of the goods/product.

4. CLAIMS

All claims must be made in writing by email: info@maishimfg.com or fax: +86-311-85861285 and received by MAISHI within 30 days after receipt of merchandise. If a shipment is received in a damaged condition, a claim must be filed with the delivering carrier and noted on the freight bill before buyer accepts the merchandise.

5. WARRANTY

Warranty will be different according to different product. Customers have rights to know the warranty details before ordering. MAISHI has obligation to tell customs warranty details before ordering as well.

6. RETURNS

Goods may only be returned after prior arrangements with MAISHI. Only standard products may be returned, if in original condition and resaleable, within ten days after receipt of merchandise, whereby a restocking fee equivalent to 20% in the purchase price will apply. Special fabricated products are not returnable and will be billed.

7. PICTURES

All pictures shown on MAISHI's Company Websites, B2B Platforms, SNS Promotion Websites, Catalogues and all other Promotion Websites are for illustration purpose only and may differ from actual product. Due to differences in monitors, colours of products may also appear different to shown on the sites and catalogues. If orders are created based on pictures only, please be sure to contact MAISHI's sales team in advance. All pictures are copyrighted and reserved, users may obtain permission to use them on the condition of crediting the source of picture: MAISHI's Company Websites, B2B Platforms, SNS Promotion Websites, Catalogues etc.