

Hipower Sales Terms and Conditions

The sales and delivery terms set forth in this document apply to all sales of products by Hipower Electronics (Ningbo) Co.Ltd (hereinafter referred to as "Hipower" or "Seller"). "Products" refers to any hardware (including but not limited to switching power supplies, chargers, high-frequency transformers, inductors, and other magnetic components) and services provided by Hipower. These terms and conditions apply to any sales contract or purchase order and constitute an integral part thereof.

1. Prices and Payment Terms

- **Pricing Basis:**
Prices are based on Hipower's procurement and manufacturing costs. Quotations will indicate the reference prices of core raw materials (e.g., electronic components, copper wire, magnetic cores), currency, exchange rates, tariffs, and tax rates. Hipower reserves the right to adjust prices in the event of significant fluctuations in these factors.
- **Price Adjustments:**
For confirmed orders with a delivery schedule within 6 months, material price adjustments generally do not apply. However, if the currency exchange rate or tax rate on the date of delivery or invoicing changes by more than 5% from the date of quotation, Hipower reserves the right to adjust the price accordingly. For orders exceeding 6 months, the baseline raw material prices and exchange rates must be specified; if fluctuations exceed 5% at the time of delivery, both parties reserve the right to renegotiate the price.
- **Payment:**
Payment methods shall be governed by the quotation or contract, typically via wire transfer (T/T). If the Buyer fails to make payment by the due date, Hipower is entitled to charge interest on the overdue amount at the prevailing rate, currently set at 1% per month.

2. Order Confirmation and Delivery

- **Lead Time Confirmation:**
Hipower will respond with a confirmed delivery schedule within 3 working days, subject to material lead times and production capacity. Once the delivery schedule is confirmed, the Buyer may not unilaterally cancel the order.
- **Delivery Obligations:**
Hipower shall make its best efforts to adhere to the agreed delivery schedule. Under no circumstances shall the Seller be held liable for delayed delivery caused by Force Majeure. Delaying in delivery alone does not entitle the Buyer to cancel the order or claim compensation.
- **Transfer of Risk:**
If the Buyer is unable to take delivery of the goods within the agreed timeframe, the Buyer assumes the risk for the storage of the goods. Product transportation shall follow the contract (order) terms, and both parties shall purchase insurance and bear risks accordingly.
- **Packaging:**
Unless otherwise specified, all goods will be shipped using Hipower's standard industrial packaging.

3. Warranty, Compliance, and Complaints

- **Quality Guarantee:**
Hipower guarantees the delivery of fault-free products that comply with the acknowledged technical specifications and declarations of conformity. Unless otherwise specified, the standard warranty period for Hipower products is twelve (12) months after delivery. During the warranty period, Hipower will provide free repair or replacement for defects arising solely from product quality issues.
- **Inspection and Claims:**
The Buyer must inspect the goods immediately upon receipt. Any claims for obvious faults or shortages must be submitted in writing within 8 days, otherwise, the complaint may be disregarded. Faults that can only be detected after installation or trial runs must be reported immediately upon discovery. The Buyer's right to complain covers only damage resulting from manufacturing or material defects.
- **Exemptions:**

The Buyer forfeits the right to warranty claims if the goods are connected to incompatible equipment without Hipower's written consent, disassembled or tampered with internally, damaged due to unskilled or incorrect

operation, inadequately maintained, or if payment terms have not been fulfilled.

- **Environmental Compliance:**

Products delivered by Hipower comply with agreed specifications and statutory requirements such as REACH and RoHS. Declarations of Conformity are available on the company website at www.trafopsu.com or www.hkhipower.com.

4. Repairs

Repairs conducted after the warranty period expires shall be at the Buyer's expense. If replacements are provided during the repair process, the Buyer shall cover freight and insurance costs. If repairs are performed at the Buyer's premises, the Buyer shall be charged for travel, accommodation, meals, and 50% of the travel time based on the prevailing service rates.

5. Order Cancellation or Modification

A binding purchasing agreement is established once the Seller confirms the Buyer's order. Orders may only be modified or canceled with Hipower's written consent. The Buyer is liable to compensate Hipower for any material obsolescence and labor capacity losses resulting from such changes or cancellations.

6. Force Majeure

The Seller shall not be held liable for any failure or delay in performing its obligations under this contract caused by events beyond its reasonable control, including but not limited to: fire, flood, or other natural disasters; civil unrest, riots, or armed conflict; mandatory or voluntary compliance with government acts and regulations; embargoes, epidemics, and quarantine restrictions.

7. Binding Effect and Dispute Resolution

By placing an order, the Buyer accepts these terms and conditions, which become legally binding upon the Seller's order confirmation.

Unless the Seller chooses to initiate legal proceedings in a court with jurisdiction over the Buyer, all disputes arising out of or in connection with the sales contract or purchase order shall be subject to the exclusive jurisdiction of the competent courts at the Seller's location (Ningbo Zhenhai district, China).