

## **Resposta ao Recurso – Pregão Eletrônico SRP nº 90042/2025**

Ilmo. Sr. Pregoeiro,

SERVIÇO SOCIAL DO COMÉRCIO - SESC

Administração Regional do Distrito Federal

Em atenção ao recurso apresentado pela empresa Convergent Comércio e Serviços de Telecomunicações Ltda, no âmbito do **Pregão Eletrônico SRP nº 90042/2025**, passamos à análise e manifestação sobre os pontos apresentados:

### **Sobre a alegação de desproporcionalidade do capital social**

As exigências de qualificação econômico-financeira estão devidamente regulamentadas na Resolução SESC nº 1.593/2024 (art. 16, inciso III) e, em linha com a legislação nacional. Tais requisitos têm por finalidade assegurar a capacidade econômico-financeira da empresa para honrar os compromissos contratuais assumidos. A empresa declarada vencedora atendeu integralmente aos critérios previstos no edital e às exigências regulamentares, tendo apresentado a documentação econômico-financeira exigida, bem como a garantia da proposta dentro dos percentuais e modalidades previstos.

Desta forma, não procede a alegação de que o capital social apresentado seria insuficiente ou que ensejaria a desclassificação da empresa declarada vencedora, visto que todos os requisitos editalícios e regulamentares foram observados. A eventual preocupação com a execução contratual está resguardada pelos instrumentos da garantia contratual, do acompanhamento contratual e da aplicação das sanções legais em caso de inadimplência, em conformidade com o art. 40 da Resolução SESC nº 1.593/2024.

#### **I. Da suposta ausência de planilha ponto a ponto**

Em relação à alegação de ausência da planilha “ponto a ponto” apresentada pela empresa declarada vencedora, esclarecemos que o edital e o Termo de Referência exigem que a proposta contenha informações claras de cada item do objeto a ser fornecido, na qual a licitante demonstre, para cada item ou requisito técnico, o correspondente atendimento

pela solução ofertada, permitindo à Comissão de Licitação proceder à conferência objetiva dos quesitos mínimos, vejamos:

*“8.1.3. A composição de cada item do escopo de fornecimento, contendo marca, modelo, códigos, descritivo dos códigos, unidade, quantidades do conjunto, dentre outras informações que sejam necessárias ou solicitadas pelo SESC-AR/DF, com o objetivo de se identificar claramente os produtos utilizados para o fornecimento e prestação dos serviços.”*

A planilha entregue pela empresa declarada vencedora contém, de maneira estruturada, a correlação de cada item do escopo técnico do edital com a respectiva especificação do produto ofertado, informando com clareza e precisão toda documentação necessária para fins de habilitação e julgamento da proposta, atendendo ao objetivo de garantir transparência, isonomia e facilitar o julgamento objetivo, conforme dispõe o art. 2, inciso I, da Resolução SESC nº 1.593/2024.

Cumprir destacar que não existe, no edital, modelo rígido ou padronizado obrigatório para a apresentação dessa planilha, desde que fique comprovado, de modo inequívoco, o atendimento a todos os requisitos. O formato entregue cumpre a função de permitir a análise comparativa dos itens, sendo prática consolidada em processos licitatórios de tecnologia e plenamente aceita.

Assim, todas as exigências do edital e da Resolução SESC nº 1.593/2024 foram devidamente observadas pela empresa declarada vencedora, e a documentação entregue possibilitou a aferição clara e suficiente do atendimento integral ao objeto, não havendo prejuízo à análise da proposta nem qualquer violação à isonomia ou à legalidade do certame. Ressalte-se ainda que, caso houvesse dúvida formal sobre algum item, seria cabível a solicitação de esclarecimento ou saneamento, conforme previsão do art. 29 da Resolução SESC nº 1.593/2024, o que não se mostrou necessário diante da documentação apresentada.

Diante do exposto, não há fundamento para o pedido de desclassificação com base na alegada ausência ou insuficiência da planilha ponto a ponto. Assim, solicitamos a manutenção da decisão que reconheceu o atendimento integral aos requisitos editalícios por parte da empresa declarada vencedora.

## **II. Do questionamento sobre o refresh rate dos painéis de LED**

Em relação ao apontamento quanto ao requisito de frequência de atualização mínima (refresh rate) de 7680Hz para os painéis de LED, esclarece-se que o modelo indicado pela

empresa adjudicada é efetivamente fabricado e comercializado com a funcionalidade de refresh rate de 7680Hz.

Destaca-se que é prática recorrente entre os fabricantes de painéis de LED disponibilizar em seus portais datasheets com informações de configuração “base”, apresentando parâmetros padrão de fábrica. Tais documentos, contudo, não necessariamente detalham todas as opções de configurações disponíveis que podem ser definidas conforme as particularidades de cada projeto, tendo em vista que os painéis de LED são, por natureza, modulares e configuráveis para atender diferentes necessidades técnicas de instalação.

Dessa forma, o documento comprobatório inicialmente anexado pela empresa vencedora refletia o único material oficial disponibilizado no site do fabricante naquele momento, não sendo possível, à época, apresentar versão ajustada com a configuração específica do projeto em questão.

Diante da alegação apresentada pela recorrente e para afastar quaisquer dúvidas de que os painéis de LED não atenderiam ao requisito de refresh rate previsto no Termo de Referência, foi solicitada à Audiogene, distribuidora oficial da marca Unilumin no Brasil, a apresentação dos orçamentos detalhados correspondentes aos itens 65, 66 e 67 do projeto em questão.

Anexa-se a esta manifestação os orçamentos acima citados, recebidos por e-mail pela Audiogene (distribuidor oficial Unilumin no Brasil) que comprovam de forma clara e inequívoca que os painéis ofertados atendem ou superam os parâmetros técnicos estabelecidos no edital, inclusive quanto ao refresh rate mínimo exigido.

Ressalta-se, ainda, que nos termos do art. 16 da Resolução SESC nº 1.593/2024, é plenamente admitida a apresentação de documentos complementares e esclarecimentos, desde que reste comprovada, de forma clara e incontestável, a compatibilidade do objeto ofertado com as exigências técnicas do certame.

Por fim, reafirma-se que a empresa adjudicada assume o compromisso formal de entregar equipamentos em total conformidade com as especificações previstas no edital, garantindo qualidade, funcionalidade e integral atendimento ao objeto contratado.

Assim, resta demonstrado que a solução proposta satisfaz integralmente o requisito técnico de refresh rate, motivo pelo qual requer-se a rejeição do recurso neste ponto, mantendo-se íntegra a decisão que reconheceu o atendimento das especificações técnicas exigidas.

### III. Do questionamento sobre o protocolo DANTE do item “microfone de mão e base receptora”

O recurso alega que o equipamento ofertado (modelo SHURE ULXD4), com receptor de 1 canal não atende ao requisito de compatibilidade com o protocolo Dante nativo sem uso de fonte externa, previsto no TR. Com base nisso, solicita a desclassificação da proposta.

Contudo, o TR é claro e preciso ao estabelecer que o receptor do microfone sem fio deve possuir apenas 1 (um) canal, conforme transcrição literal do trecho do TR que trata do assunto:

- **Microfone de mão e base receptora:** “*Deve possuir receptor de 1 canal*”

O modelo ofertado, SHURE ULXD4, atende exatamente à exigência expressa no Termo de Referência quanto ao número de canais do receptor. Importante destacar que, quando o TR admite mais de uma quantidade mínima de canais ou portas, ele o faz de forma explícita, como demonstrado nos exemplos abaixo:

- **Receptor de microfones:** “*Deve possuir mínimo de 3 canais*”
- **HDMI Matriz:** “*Deve possuir mínimo de quatro entradas HDMI e quatro saídas HDMI*”
- **Decoder HDMI 4K AVoIP:** “*Deve possuir mínimo de 1 saída HDMI*”

Portanto, a ausência da expressão “mínimo de” no item referente ao receptor de microfone, que estabelece de forma direta “*Deve possuir receptor de 1 canal*”, não pode ser interpretada como valor mínimo, mas sim como especificação fechada e limitativa, que condiciona a conformidade da proposta.

Os modelos dessa mesma linha (SHURE ULXD) que possuem compatibilidade com o protocolo Dante são: ULXD4D (2 canais) e ULXD4Q (4 canais), conforme informações disponíveis no site da própria fabricante. Dessa forma, não há, na linha SHURE — nem em outros fabricantes consolidados no mercado — modelo com receptor de 1 canal que também possua compatibilidade Dante nativa e que, ao mesmo tempo, atenda às demais exigências previstas no Termo de Referência.

Trata-se, portanto, de uma incompatibilidade técnica entre dois requisitos exigidos simultaneamente no TR, não sendo possível cumpri-los em conjunto com os equipamentos atualmente disponíveis no mercado.

É relevante esclarecer que a exigência de receptor com apenas 1 canal tem justificativas técnicas coerentes, como menor ocupação física nos racks, maior modularidade, distribuição por ambientes distintos e escalabilidade do sistema. Esses parâmetros mostram que a opção por um canal único não foi aleatória, mas sim fundamentada tecnicamente.

Ainda que a recorrente alegue que a maioria dos equipamentos no TR opera com tecnologia Dante nativa, vale lembrar que os processadores de áudio especificados no TR também contam com entradas e saídas analógicas balanceadas. Isso evidencia que o projeto contempla uma arquitetura híbrida, permitindo a integração de equipamentos digitais (Dante) e analógicos, o que é amplamente adotado em projetos profissionais.

Essa estrutura híbrida assegura redundância e continuidade operacional, pois permite a manutenção do sistema de áudio mesmo em caso de falhas na rede de dados — aspecto essencial para a confiabilidade do sistema.

Portanto, diante da ausência de equipamentos no mercado que atendam a todas as exigências do TR para este item, a empresa vencedora apresentou o modelo SHURE ULXD4, com receptor de 1 canal. Não se configura descumprimento técnico, tampouco ofensa à isonomia ou à competitividade do certame, visto que a exigência da funcionalidade Dante, neste contexto, não pode prevalecer sobre a limitação técnica concreta do mercado.

De forma colaborativa, a empresa vencedora se coloca à disposição para, caso seja de interesse da equipe técnica do SESC, fornecer equipamentos com receptores de dois canais (modelo Shure ULXD4D) sendo este receptor compatível com Dante nativo, sem qualquer custo adicional e sem impacto na execução do objeto, garantindo aderência ao projeto.

Assim, fica evidente que não houve irregularidade, mas sim adequada adaptação da proposta às possibilidades reais do mercado. Requer-se, portanto, o indeferimento do recurso nesse ponto, mantendo-se a declaração da empresa vencedora conforme já julgada.

#### **IV. Da ausência de irregularidades e do cumprimento dos princípios licitatórios**

É importante ressaltar que todo o procedimento licitatório observou rigorosamente os princípios da legalidade, vinculação ao instrumento convocatório, julgamento objetivo e isonomia entre os participantes, em estrita conformidade com o Regulamento de Licitações e Contratos do SESC e a jurisprudência consolidada dos tribunais de contas. Não restou

comprovado qualquer descumprimento substancial do edital ou sequer alguma irregularidade insanável que justifique a desclassificação da empresa declarada vencedora.

## V. Conclusão



Diante do exposto, não assiste razão ao recurso apresentado, pois restou comprovado que a proposta vencedora atende a todos os requisitos do edital, inexistindo motivo para a desclassificação. Requer-se, portanto, a manutenção da decisão de adjudicação em favor da empresa CAPITAL AUTOMAÇÃO LTDA.

Brasília, 04 de julho de 2025.

ARTHUR OTAVIO  
CORDOVA  
SANTOS:69903670168

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ARTHUR OTAVIO CORDOVA  
SANTOS:69903670168  
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**CAPITAL AUTOMAÇÃO LTDA**

Quotation										
2025.06.09										
The Seller		Unilumin Group Co., Ltd.								
		Add: Building A, 112 Yongfu Road, Qiaotou Community, Fuyong Town, Baoan District, Shenzhen, China.								
		Tel : +86-755-29918999			Fax : +86-755-29912092					
		Contact Person: Villa			E-mail:eduardo.villa@unilumin.com					
		Tax registration number: 91440300767579994J								
Website: http://www.unilumin.com										
The Buyer		Audiogene Comércio Importação e Exportação de Produtos Eletrônicos Ltda.								
		Add: Av. Manuel Bandeira, 291 - bloco d cj 22 - Vila Leopoldina, São Paulo - SP, Brazil								
		Tel : 55 11 3726-8200			Fax :					
		Contact Person: Roberto Diniz Branco			E-mail:					
Tax registration number: 07386109000409										
The Integrator	CAPITAL AUTOMAÇÃO LTDA									
	Add: SIA Quadra 05 C Área Especial Nº 16, Lote 175, Sala 101, Zona Industrial									
	Brasília,DF, CEP 71.200 055									
	Contact Person: Arthur Otavio			E-mail: arthur@aeccorporate.com.br						
Tax registration number: 24954041000185										
Sales Items/Products										
System Information		Model:	USlimI							
		Size: 5,50m x 3,00m			PI #: 20302					
No.	Name	Specification			Quantity	Unit	Unit Price (USD)	Amount (USD)		
1	<b>USlimI 1.5 Indoor</b> Cabinet size: 500mm*500mm Brightness: 800nits Processing Depth: 16 bit Refresh Rate: 7680hz	LED lamp	Unilumin SMD1212 lamp 1R1G1B		16,50	SQM				
		Module resolution(dots)	166	*					166	
		Module size(mm)	250,00	x					250,00	
		Cabinet resolution(dots)	332	*					332	
		Pixel Pitch	1.56 mm							
		Cabinet size(mm)	500	*					500	
		Screen cabinet	11	*					6	66 pcs
		Ingress Protection	IP50	/					IP10	
		Screen Size	5,50 m	*					3,00 m	16,500 m <sup>2</sup>
		Screen Resolution(dots)	3652	*					1992	7274784 pixels
		Contrast Ratio	5000	:					1	
		Brightness(nits)	800 cd / m <sup>2</sup>							
Refresh rate(Hz)	7680									
<b>Subtotal 1</b>										
2	<b>Accessories and Spare Parts</b>		Quantity	unit	Unit Price (USD)	Amount				
	Module	ULWIII 1.5	4	pcs						
	Receiving Card	with Hub Card	1	pcs						
	PSU(Power Supplier)		3	pcs						
	LED Lamps		0	pcs						
Maintenance	Vacuum Tool	1	pcs							
<b>Subtotal 3</b>										
3	<b>FREE Spare Parts</b>		Quantity	unit	Unit Price (USD)	Amount				
	Module	ULWIII 1.5	4	pcs						
	PSU(Power Supplier)		3	pcs						
	Mask		120	pcs						

LED Lamp		300	pcs		
Driving IC		100	pcs		
Power cable input		1	pcs		
Data cable input		1	pcs		
				<b>Total EXW Shenzhen</b>	
				<b>Deposit (30%)</b>	
				<b>Balance (70%)</b>	

**General Terms:**

- Quotation Validity:** 15 calender days since the Issue Date of this Quotation.
- Specification and technical data:** all the details is subjet to quotation offered by the Seller.
- Payment terms:** All payments are **T/T**. Upon contract signing date, 30% of full payment as deposit, and the 70% full payment shall be paid by the Buyer before collection from Seller's factory
- Delivery Lead time :** 45\_days upon deposit received by the Seller, excluding Spring Festival holiday (15 days)
- Packing:** Pallet case/ Flight case
- Transport:** By air or By sea
- Product Warranty:** 24 months upon shipment
- Note:** The both Parties shall further enter into a formal Sales Agreement to include all details for the supply. The Sales Agreement shall replace the Quotation since agreement effective date.



**6. Retention of Title**

6.1 Products supplied shall remain the property of Seller until the full payment has been paid by Buyer. In the event that: (i) the Buyer has delayed the shipment for 45 calendar days from the ETD; and (ii) the deposit or balance of payment herein to the Seller's designated bank account has been overdue for 45 calendar days, the transaction shall be deemed to be canceled, and the Seller is automatically entitled to have the non-disputable right of in possession of full ownership of the Products without any liability of refunding any part of the deposit (if any) and the Buyer shall compensate Seller's all incurred losses exceeding the deposit. In order to enforce these rights, the Seller may enter the premises of the Buyer and take the reserved Products and/or demand the assignment of the Buyer's surrender claims against the Buyer's customers.

6.2 The Buyer is obliged to treat the reserved Products carefully, in particular it is obliged to insure them sufficiently at its own expense against fire, water and theft damage to the value.

6.3 The Buyer is not permitted to pledge or transfer the Products subject to retention of title. In the event of access to third parties to the reserved Products or in the event of the application for insolvency proceedings over the assets of the Buyer, the Buyer shall immediately notify the Seller in writing. If third parties access the reserved Products or the claims assigned in advance, in particular through enforcement measures, then the Buyer must inform the Seller immediately and provide the Seller with all documents required to implement the property rights. In the event that the third party is unable to reimburse the Seller for the judicial or extrajudicial costs arising in this context, the Buyer is liable for this.

**7. Inspection**

7.1 Prior to shipment, Buyer is entitled to inspect the Products through its authorized inspectors and/or consultants and/or third party inspection agencies ("Inspection Team"). If the Buyer decides to do the inspection, it shall notify the Seller in writing in advance and both parties shall jointly determine the date and place for the inspection of the products. The inspection team shall inspect the products on the determined date and place, and all costs and charges of the Inspection Team shall be borne and paid by the Buyer.

7.2 Upon the successful inspection, the Inspection team shall sign and stamp the Inspection Clearance Certificate prepared by the Seller and the Seller can proceed with packing and dispatch.

**8. Warehouse Charges**

Upon the completion of the Products and the notification made to the Buyer, if the Buyer failed to settle the remaining outstanding payment or arrange the shipment, the Seller is entitled to impose the warehouse charges after 5 working days of notification. The warehouse charges per day will be 0.1% of the S/C amount until full payment made or the Products shipped out from Seller's warehouse (whichever occurs later), if more than 45 days, the provisions of Article 6 hereof shall apply. Any additional expenses or damages incurred by the delay or the lack of non-cooperation shall be compensated by Buyer.

**9. Intellectual Property Rights**

The sale of products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Seller, whether relating to the Products sold or any manufacturing process or other matter. All rights under any such patent, copyright, trademark or other proprietary rights are expressly reserved by Seller. Furthermore, Buyer agrees not to infringe, directly or indirectly, any patents of Seller and its subsidiaries with any combination or system incorporating a product sold hereunder. If the Buyer is in breach of this Article herein, or in infringement of the Seller's Intellectual Property, it shall compensate the Seller with all its claims, damages and losses.

**10. Confidentiality**

Both Parties acknowledge that during the course of the S/C, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information and the terms of the S/C as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of the S/C. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**11. Environment and Safety Compulsory Regulations**

Products supplied by the Seller shall comply with environmental and safety compulsory regulations of the Destination informed by the Buyer to the Seller in written upon the Effective date (if any). If the Buyer uses, markets or sells the Products out of the Destination, the Seller is no longer liable for making the Products comply with the environmental and safety compulsory regulations of such places.

**12. Export Regulations**

Both Parties acknowledge and accept the Export Regulations and Controls of China, U.S., EU and the United Nations. The Buyer warrants itself is in all compliance with such Regulations and Controls. Both Parties agree to comply with the U.S. Foreign Corrupt Practices Act, U.S. Anti-Boycott laws and all applicable export laws and regulations of China, U.S., EU and the United Nations. And the Buyer warrants, its shareholders, and the Buyer's related third parties and their shareholders are not in the OFAC's Sanctions List of U.S. and the Unreliable Entities and Sanctions List of China. Where either party is in breach of this Clause, it shall compensate the other party for all damages and losses.

**13. Force Majeure**

13.1 Each Party shall be excused from liability for the failure or delay in performance of any obligation under the S/C by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above, except the payment obligation borne by Buyer. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to take diligent, good faith efforts to avoid the effects of such event and to perform the obligation.

13.2 Written notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof and furnish the written notice within fourteen (14) days with a governmental certificate or the like attesting such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

13.3 Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend beyond a four-month period, the other Party may then terminate the S/C by written notice to the non-performing Party. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13.4 The foregoing shall not apply to Buyer's payment obligations.

**14. Governing Law and Dispute Resolution**

14.1 The Parties agree that this S/C shall be governed, interpreted and construed both as to performance and validity in accordance with the laws of the People's Republic of China, without regard to its conflicts of laws rules. The remedies afforded by the laws of P.R.C are in addition to the remedies set out in this S/C.

14.2 All disputes arising from the execution of or in connection with the S/C shall be settled through friendly negotiation between both parties. In case no settlement to dispute can be reached through negotiation. The disputes shall be submitted for arbitration in accordance with the rules of the Shenzhen Court of International Arbitration by one (1) arbitrator appointed in accordance with the said rules. The place of arbitration shall be Shenzhen, and the arbitration shall be conducted in the English language. The losing Party shall bear all of the arbitration fees, attorney fees, preservation fees, preservation guarantee fees, appraisal fees and notary fees incurred by the arbitration and other expenses of the other Party for realization of rights. The arbitral award is final and binding on the Parties.

**15. Term and Termination**

15.1 This S/C will commence on the Effective Date and shall be in full force until completion, unless terminated earlier pursuant to this S/C.  
 15.2 Buyer may terminate the S/C if Seller materially defaults in the performance of its obligations hereunder and fails to cure such default within sixty days after written notice thereof from Buyer. Such termination shall be Buyer's sole remedy in the event of a material default by Seller. Where Buyer terminates the S/C for any other reasons excluding the aforementioned, Buyer shall pay liquidated damages at a rate of 30% of the amount of the Products to Seller.  
 15.3 Buyer shall not change the S/C except provided that the request for change is made at least thirty days before the ETD of the Products and all incurred costs and charges arising from or in connection to such change are borne by Buyer. Each change of the S/C shall be subject to Seller's acceptance, and the ETD shall be recalculated from the date of Seller's acceptance.  
 15.4 Buyer shall be deemed in material default under the S/C if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel the S/C prior to delivery or refuses delivery or otherwise fails to perform any of its obligations hereunder or fails to pay Seller any sums due under any other S/C or otherwise. In the event of a material default by Buyer, Seller may, upon written notice to Buyer, (i) suspend its performance and withhold shipments, in whole or in part, (ii) terminate the S/C, (iii) declare all sums owing to Seller immediately due and payable and/or (iv) recall products in transit, retake same and repossess any products held by Seller for Buyer's account, without the necessity of any other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Seller. Exercise of any of the foregoing remedies by Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Seller under the laws of P.R.C.  
 15.5 Termination of the S/C shall not relieve either Party from any obligation to pay the other any amounts due to the other under the S/C. Any terms of the S/C which by their nature survive the expiration or termination of the S/C shall survive any such expiration or termination.

**16. Warranties and Representations**

16.1 Each Party represents and warrants to the other that it is a legal entity/personnel duly incorporated and existing under the laws of the country where it is registered and has full power and authority to enter into this S/C and to perform its obligations under this S/C.  
 16.2 Seller warrants to Buyer that the Products will conform substantially to the specification of the Products herein. Any warranties, obligations and liabilities of Seller set forth expressly in this S/C are exclusive and Seller makes no other warranties or representations. All implied warranties, conditions and representations are disclaimed. To the extent permitted by law, Buyer hereby waives and releases all other warranties, obligations, liabilities, whether express or implied, including but not limited to (i) any implied warranty or condition of merchantability or of fitness for a particular purpose, and (ii) any obligation or liability on the part of Seller to anyone of any nature by reason of the design, manufacture, sale, repair of the Products and service rendered.

**17. Liabilities**



17.1 Where Seller fails to make the delivery duly, Seller shall pay liquidated damages at a rate of 0.1% of the amount of the deferred Products to the Buyer per day until the completion of its delivery obligation.  
 17.2 Where Buyer fails to make the payment duly, Buyer shall pay liquidated damages at a rate of 0.1% of the overdue amount to the Seller per day until the completion of its payment obligation, and the ETD shall be automatically extended without responsibility of Seller.  
 17.3 In the event of damage or loss caused by transportation, the Buyer shall object to freight forwarder/carrier within 7 days of receipt of the Products (if by air) and within 14 days of receipt of the Products (if delivered by sea), arguing that the insurance company other than the Seller is liable for any liability resulting from the transportation. If the Products are not covered by shipping insurance due to the Buyer, Buyer shall bear the risks and losses. Buyer shall notify the Seller within the period stipulated in this article for quality discrepancy and claim. For failing to notify the Seller within the time limit herein, the Products shall be deemed all accepted and fully in compliance with the S/C.  
 17.4 Any claim excluding clauses 17.3 by the Buyer regarding the Products should be raised within 30 days after the Products' arrival at the port/place of destination specified in the relative B/L and/or transport document and supported by a survey report issued by a surveyor approved by the Seller. Claims in respect of matters within the responsibility of insurance company/shipping company/other transportation organizations shall not be deemed as the Seller's obligations.  
 17.5 Seller shall in no event be liable for any incidental, special, or consequential damages of any nature, even if Seller has been advised of the possibility of such damages, and in no event shall the aggregate liability of the Seller under this S/C exceed 10% of the value of the Products or the actual payment received by the Seller, whichever with smaller value. Seller's liability, if any, for defective Products, is limited to replacement, repair of the defective Products, in accordance with the Warranty Policy, at Seller's option.

**18. Miscellaneous Provisions**

18.1 Assignment. This S/C may not be assigned by any party without the prior written consent of the other party, and shall be binding upon its successors or receivers.  
 18.2 Severability. If any provision or part provision of the S/C is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the S/C will be valid and enforceable and the Parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the Parties.  
 18.3 No Waiver. The S/C may not be altered, modified, or amended in any way except in writing signed by both Parties. The failure of a Party to enforce any provision of the S/C will not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.  
 18.4 Notices. All notices, demands or other communications required or permitted to be given under the S/C by either Party to the other Party may be effected either by personal delivery in writing or by mail, registered or certified or by email herein. Mailed notices or notices personally delivered shall be addressed to the other Party at the address herein, but each Party may change such address or email account by written notice in accordance with this paragraph. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of five (5) days after mailing.  
 18.5 Entire Contract. This S/C constitutes the entire contract of the Parties and supersedes any previous contracts, arrangements, understandings and negotiations between them relating to the subject matter of this S/C.  
 18.6 Counterparts. This S/C may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute one and the same S/C. Execution of a facsimile or electronic copy of the S/C shall have the same force and effect as execution of an original, and a facsimile or electronic signature shall be deemed an original and valid signature. Purchase order, instruction, communication or correspondence sent from Buyer contact email or mailbox with Buyer suffix, or sent from Wechat, Whatsapp in its ordinary course of business shall be binding upon Buyer.

**IN WITNESS WHEREOF**, the persons signing this S/C on behalf of the Parties hereto warrant, covenant and represent they are duly authorized to execute this S/C on behalf of the Parties for whom they are signing. The Parties, by their authorized representatives, have executed this S/C as of the Effective Date.

<b>Seller:</b>	<b>Buyer:</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

Quotation										
2025.06.09										
The Seller		Unilumin Group Co., Ltd.								
		Add: Building A, 112 Yongfu Road, Qiaotou Community, Fuyong Town, Baoan District, Shenzhen, China.								
		Tel : +86-755-29918999			Fax : +86-755-29912092					
		Contact Person: Villa			E-mail:eduardo.villa@unilumin.com					
		Tax registration number: 91440300767579994J								
Website: http://www.unilumin.com										
The Buyer		Audiogene Comércio Importação e Exportação de Produtos Eletrônicos Ltda.								
		Add: Av. Manuel Bandeira, 291 - bloco d cj 22 - Vila Leopoldina, São Paulo - SP, Brazil								
		Tel : 55 11 3726-8200			Fax :					
		Contact Person: Roberto Diniz Branco			E-mail:					
Tax registration number: 07386109000409										
The Integrator	CAPITAL AUTOMAÇÃO LTDA									
	Add: SIA Quadra 05 C Área Especial Nº 16, Lote 175, Sala 101, Zona Industrial									
	Brasília,DF, CEP 71.200 055									
	Contact Person: Arthur Otavio			E-mail: arthur@aeccorporate.com.br						
Tax registration number: 24954041000185										
Sales Items/Products										
System Information		Model:	USlimI							
		Size: 5,50m x 1,50m			PI #: 20302					
No.	Name	Specification			Quantity	Unit	Unit Price (USD)	Amount (USD)		
1	<b>USlimI 1.5 Indoor</b> Cabinet size: 500mm*500mm Brightness: 800nits Processing Depth: 16 bit Refresh Rate: 7680hz	LED lamp	Unilumin SMD1212 lamp 1R1G1B		8,25	SQM				
		Module resolution(dots)	166	*					166	
		Module size(mm)	250,00	x					250,00	
		Cabinet resolution(dots)	332	*					332	
		Pixel Pitch	1.56 mm							
		Cabinet size(mm)	500	*					500	
		Screen cabinet	11	*					3	33 pcs
		Ingress Protection	IP50	/					IP10	
		Screen Size	5,50 m	*					1,50 m	8,250 m <sup>2</sup>
		Screen Resolution(dots)	3652	*					996	3637392 pixels
		Contrast Ratio	5000	:					1	
		Brightness(nits)	800 cd / m <sup>2</sup>							
Refresh rate(Hz)	7680									
<b>Subtotal 1</b>										
2	<b>Accessories and Spare Parts</b>		Quantity	unit	Unit Price (USD)	Amount				
	Module	ULWIII 1.5	4	pcs						
	Receiving Card	with Hub Card	1	pcs						
	PSU(Power Supplier)		3	pcs						
	LED Lamps		0	pcs						
Maintenance	Vacuum Tool	1	pcs							
<b>Subtotal 3</b>										
3	<b>FREE Spare Parts</b>		Quantity	unit	Unit Price (USD)	Amount				
	Module	ULWIII 1.5	4	pcs						
	PSU(Power Supplier)		3	pcs						
	Mask		120	pcs						

LED Lamp		300	pcs		
Driving IC		100	pcs		
Power cable input		1	pcs		
Data cable input		1	pcs		
				<b>Total EXW Shenzhen</b>	
				<b>Deposit (30%)</b>	
				<b>Balance (70%)</b>	

**General Terms:**

1. **Quotation Validity:** 15 calender days since the Issue Date of this Quotation.
2. **Specification and technical data:** all the details is subjet to quotation offered by the Seller.
3. **Payment terms:** All payments are **T/T**. Upon contract signing date, 30% of full payment as deposit, and the 70% full payment shall be paid by the Buyer before collection from Seller's factory
4. **Delivery Lead time :** 45\_days upon deposit received by the Seller, excluding Spring Festival holiday (15 days)
5. **Packing:** Pallet case/ Flight case
6. **Transport:** By air or By sea
7. **Product Warranty:** 24 months upon shipment
8. **Note:** The both Parties shall further enter into a formal Sales Agreement to include all details for the supply. The Sales Agreement shall replace the Quotation since agreement effective date.

**6. Retention of Title**

6.1 Products supplied shall remain the property of Seller until the full payment has been paid by Buyer. In the event that: (i) the Buyer has delayed the shipment for 45 calendar days from the ETD; and (ii) the deposit or balance of payment herein to the Seller's designated bank account has been overdue for 45 calendar days, the transaction shall be deemed to be canceled, and the Seller is automatically entitled to have the non-disputable right of in possession of full ownership of the Products without any liability of refunding any part of the deposit (if any) and the Buyer shall compensate Seller's all incurred losses exceeding the deposit. In order to enforce these rights, the Seller may enter the premises of the Buyer and take the reserved Products and/or demand the assignment of the Buyer's surrender claims against the Buyer's customers.

6.2 The Buyer is obliged to treat the reserved Products carefully, in particular it is obliged to insure them sufficiently at its own expense against fire, water and theft damage to the value.

6.3 The Buyer is not permitted to pledge or transfer the Products subject to retention of title. In the event of access to third parties to the reserved Products or in the event of the application for insolvency proceedings over the assets of the Buyer, the Buyer shall immediately notify the Seller in writing. If third parties access the reserved Products or the claims assigned in advance, in particular through enforcement measures, then the Buyer must inform the Seller immediately and provide the Seller with all documents required to implement the property rights. In the event that the third party is unable to reimburse the Seller for the judicial or extrajudicial costs arising in this context, the Buyer is liable for this.

**7. Inspection**

7.1 Prior to shipment, Buyer is entitled to inspect the Products through its authorized inspectors and/or consultants and/or third party inspection agencies ("Inspection Team"). If the Buyer decides to do the inspection, it shall notify the Seller in writing in advance and both parties shall jointly determine the date and place for the inspection of the products. The inspection team shall inspect the products on the determined date and place, and all costs and charges of the Inspection Team shall be borne and paid by the Buyer.

7.2 Upon the successful inspection, the Inspection team shall sign and stamp the Inspection Clearance Certificate prepared by the Seller and the Seller can proceed with packing and dispatch.

**8. Warehouse Charges**

Upon the completion of the Products and the notification made to the Buyer, if the Buyer failed to settle the remaining outstanding payment or arrange the shipment, the Seller is entitled to impose the warehouse charges after 5 working days of notification. The warehouse charges per day will be 0.1% of the S/C amount until full payment made or the Products shipped out from Seller's warehouse (whichever occurs later), if more than 45 days, the provisions of Article 6 hereof shall apply. Any additional expenses or damages incurred by the delay or the lack of non-cooperation shall be compensated by Buyer.

**9. Intellectual Property Rights**

The sale of products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Seller, whether relating to the Products sold or any manufacturing process or other matter. All rights under any such patent, copyright, trademark or other proprietary rights are expressly reserved by Seller. Furthermore, Buyer agrees not to infringe, directly or indirectly, any patents of Seller and its subsidiaries with any combination or system incorporating a product sold hereunder. If the Buyer is in breach of this Article herein, or in infringement of the Seller's Intellectual Property, it shall compensate the Seller with all its claims, damages and losses.

**10. Confidentiality**

Both Parties acknowledge that during the course of the S/C, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information and the terms of the S/C as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of the S/C. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**11. Environment and Safety Compulsory Regulations**

Products supplied by the Seller shall comply with environmental and safety compulsory regulations of the Destination informed by the Buyer to the Seller in written upon the Effective date (if any). If the Buyer uses, markets or sells the Products out of the Destination, the Seller is no longer liable for making the Products comply with the environmental and safety compulsory regulations of such places.

**12. Export Regulations**

Both Parties acknowledge and accept the Export Regulations and Controls of China, U.S., EU and the United Nations. The Buyer warrants itself is in all compliance with such Regulations and Controls. Both Parties agree to comply with the U.S. Foreign Corrupt Practices Act, U.S. Anti-Boycott laws and all applicable export laws and regulations of China, U.S., EU and the United Nations. And the Buyer warrants, its shareholders, and the Buyer's related third parties and their shareholders are not in the OFAC's Sanctions List of U.S. and the Unreliable Entities and Sanctions List of China. Where either party is in breach of this Clause, it shall compensate the other party for all damages and losses.

**13. Force Majeure**

13.1 Each Party shall be excused from liability for the failure or delay in performance of any obligation under the S/C by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above, except the payment obligation borne by Buyer. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to take diligent, good faith efforts to avoid the effects of such event and to perform the obligation.

13.2 Written notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof and furnish the written notice within fourteen (14) days with a governmental certificate or the like attesting such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

13.3 Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend beyond a four-month period, the other Party may then terminate the S/C by written notice to the non-performing Party. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13.4 The foregoing shall not apply to Buyer's payment obligations.

**14. Governing Law and Dispute Resolution**

14.1 The Parties agree that this S/C shall be governed, interpreted and construed both as to performance and validity in accordance with the laws of the People's Republic of China, without regard to its conflicts of laws rules. The remedies afforded by the laws of P.R.C are in addition to the remedies set out in this S/C.

14.2 All disputes arising from the execution of or in connection with the S/C shall be settled through friendly negotiation between both parties. In case no settlement to dispute can be reached through negotiation. The disputes shall be submitted for arbitration in accordance with the rules of the Shenzhen Court of International Arbitration by one (1) arbitrator appointed in accordance with the said rules. The place of arbitration shall be Shenzhen, and the arbitration shall be conducted in the English language. The losing Party shall bear all of the arbitration fees, attorney fees, preservation fees, preservation guarantee fees, appraisal fees and notary fees incurred by the arbitration and other expenses of the other Party for realization of rights. The arbitral award is final and binding on the Parties.

**15. Term and Termination**

15.1 This S/C will commence on the Effective Date and shall be in full force until completion, unless terminated earlier pursuant to this S/C.  
 15.2 Buyer may terminate the S/C if Seller materially defaults in the performance of its obligations hereunder and fails to cure such default within sixty days after written notice thereof from Buyer. Such termination shall be Buyer's sole remedy in the event of a material default by Seller. Where Buyer terminates the S/C for any other reasons excluding the aforementioned, Buyer shall pay liquidated damages at a rate of 30% of the amount of the Products to Seller.  
 15.3 Buyer shall not change the S/C except provided that the request for change is made at least thirty days before the ETD of the Products and all incurred costs and charges arising from or in connection to such change are borne by Buyer. Each change of the S/C shall be subject to Seller's acceptance, and the ETD shall be recalculated from the date of Seller's acceptance.  
 15.4 Buyer shall be deemed in material default under the S/C if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel the S/C prior to delivery or refuses delivery or otherwise fails to perform any of its obligations hereunder or fails to pay Seller any sums due under any other S/C or otherwise. In the event of a material default by Buyer, Seller may, upon written notice to Buyer, (i) suspend its performance and withhold shipments, in whole or in part, (ii) terminate the S/C, (iii) declare all sums owing to Seller immediately due and payable and/or (iv) recall products in transit, retake same and repossess any products held by Seller for Buyer's account, without the necessity of any other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Seller. Exercise of any of the foregoing remedies by Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Seller under the laws of P.R.C.  
 15.5 Termination of the S/C shall not relieve either Party from any obligation to pay the other any amounts due to the other under the S/C. Any terms of the S/C which by their nature survive the expiration or termination of the S/C shall survive any such expiration or termination.

**16. Warranties and Representations**

16.1 Each Party represents and warrants to the other that it is a legal entity/personnel duly incorporated and existing under the laws of the country where it is registered and has full power and authority to enter into this S/C and to perform its obligations under this S/C.  
 16.2 Seller warrants to Buyer that the Products will conform substantially to the specification of the Products herein. Any warranties, obligations and liabilities of Seller set forth expressly in this S/C are exclusive and Seller makes no other warranties or representations. All implied warranties, conditions and representations are disclaimed. To the extent permitted by law, Buyer hereby waives and releases all other warranties, obligations, liabilities, whether express or implied, including but not limited to (i) any implied warranty or condition of merchantability or of fitness for a particular purpose, and (ii) any obligation or liability on the part of Seller to anyone of any nature by reason of the design, manufacture, sale, repair of the Products and service rendered.

**17. Liabilities**



17.1 Where Seller fails to make the delivery duly, Seller shall pay liquidated damages at a rate of 0.1% of the amount of the deferred Products to the Buyer per day until the completion of its delivery obligation.  
 17.2 Where Buyer fails to make the payment duly, Buyer shall pay liquidated damages at a rate of 0.1% of the overdue amount to the Seller per day until the completion of its payment obligation, and the ETD shall be automatically extended without responsibility of Seller.  
 17.3 In the event of damage or loss caused by transportation, the Buyer shall object to freight forwarder/carrier within 7 days of receipt of the Products (if by air) and within 14 days of receipt of the Products (if delivered by sea), arguing that the insurance company other than the Seller is liable for any liability resulting from the transportation. If the Products are not covered by shipping insurance due to the Buyer, Buyer shall bear the risks and losses. Buyer shall notify the Seller within the period stipulated in this article for quality discrepancy and claim. For failing to notify the Seller within the time limit herein, the Products shall be deemed all accepted and fully in compliance with the S/C.  
 17.4 Any claim excluding clauses 17.3 by the Buyer regarding the Products should be raised within 30 days after the Products' arrival at the port/place of destination specified in the relative B/L and/or transport document and supported by a survey report issued by a surveyor approved by the Seller. Claims in respect of matters within the responsibility of insurance company/shipping company/other transportation organizations shall not be deemed as the Seller's obligations.  
 17.5 Seller shall in no event be liable for any incidental, special, or consequential damages of any nature, even if Seller has been advised of the possibility of such damages, and in no event shall the aggregate liability of the Seller under this S/C exceed 10% of the value of the Products or the actual payment received by the Seller, whichever with smaller value. Seller's liability, if any, for defective Products, is limited to replacement, repair of the defective Products, in accordance with the Warranty Policy, at Seller's option.

**18. Miscellaneous Provisions**

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<b>Seller:</b>	<b>Buyer:</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

Quotation										
2025.06.09										
The Seller		Unilumin Group Co., Ltd.								
		Add: Building A, 112 Yongfu Road, Qiaotou Community, Fuyong Town, Baoan District, Shenzhen, China.								
		Tel : +86-755-29918999			Fax : +86-755-29912092					
		Contact Person: Villa			E-mail:eduardo.villa@unilumin.com					
		Tax registration number: 91440300767579994J								
Website: http://www.unilumin.com										
The Buyer		Audiogene Comércio Importação e Exportação de Produtos Eletrônicos Ltda.								
		Add: Av. Manuel Bandeira, 291 - bloco d cj 22 - Vila Leopoldina, São Paulo - SP, Brazil								
		Tel : 55 11 3726-8200			Fax :					
		Contact Person: Roberto Diniz Branco			E-mail:					
Tax registration number: 07386109000409										
The Integrator	CAPITAL AUTOMAÇÃO LTDA									
	Add: SIA Quadra 05 C Área Especial Nº 16, Lote 175, Sala 101, Zona Industrial									
	Brasília,DF, CEP 71.200 055									
	Contact Person: Arthur Otavio			E-mail: arthur@aeccorporate.com.br						
Tax registration number: 24954041000185										
Sales Items/Products										
System Information		Model:	USlimI							
		Size: 5,50m x 3,00m			PI #: 20302					
No.	Name	Specification			Quantity	Unit	Unit Price (USD)	Amount (USD)		
1	<b>USlimI 1.5 Indoor</b> Cabinet size: 500mm*500mm Brightness: 800nits Processing Depth: 16 bit Refresh Rate: 7680hz	LED lamp	Unilumin SMD1212 lamp 1R1G1B		16,50	SQM				
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		Screen cabinet	11	*					6	66 pcs
		Ingress Protection	IP50	/					IP10	
		Screen Size	5,50 m	*					3,00 m	16,500 m <sup>2</sup>
		Screen Resolution(dots)	3652	*					1992	7274784 pixels
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		Brightness(nits)	800 cd / m <sup>2</sup>							
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6.2 The Buyer is obliged to treat the reserved Products carefully, in particular it is obliged to insure them sufficiently at its own expense against fire, water and theft damage to the value.

6.3 The Buyer is not permitted to pledge or transfer the Products subject to retention of title. In the event of access to third parties to the reserved Products or in the event of the application for insolvency proceedings over the assets of the Buyer, the Buyer shall immediately notify the Seller in writing. If third parties access the reserved Products or the claims assigned in advance, in particular through enforcement measures, then the Buyer must inform the Seller immediately and provide the Seller with all documents required to implement the property rights. In the event that the third party is unable to reimburse the Seller for the judicial or extrajudicial costs arising in this context, the Buyer is liable for this.

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**9. Intellectual Property Rights**

The sale of products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Seller, whether relating to the Products sold or any manufacturing process or other matter. All rights under any such patent, copyright, trademark or other proprietary rights are expressly reserved by Seller. Furthermore, Buyer agrees not to infringe, directly or indirectly, any patents of Seller and its subsidiaries with any combination or system incorporating a product sold hereunder. If the Buyer is in breach of this Article herein, or in infringement of the Seller's Intellectual Property, it shall compensate the Seller with all its claims, damages and losses.

**10. Confidentiality**

Both Parties acknowledge that during the course of the S/C, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information and the terms of the S/C as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of the S/C. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

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Both Parties acknowledge and accept the Export Regulations and Controls of China, U.S., EU and the United Nations. The Buyer warrants itself is in all compliance with such Regulations and Controls. Both Parties agree to comply with the U.S. Foreign Corrupt Practices Act, U.S. Anti-Boycott laws and all applicable export laws and regulations of China, U.S., EU and the United Nations. And the Buyer warrants, its shareholders, and the Buyer's related third parties and their shareholders are not in the OFAC's Sanctions List of U.S. and the Unreliable Entities and Sanctions List of China. Where either party is in breach of this Clause, it shall compensate the other party for all damages and losses.

**13. Force Majeure**

13.1 Each Party shall be excused from liability for the failure or delay in performance of any obligation under the S/C by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above, except the payment obligation borne by Buyer. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to take diligent, good faith efforts to avoid the effects of such event and to perform the obligation.

13.2 Written notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof and furnish the written notice within fourteen (14) days with a governmental certificate or the like attesting such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

13.3 Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend beyond a four-month period, the other Party may then terminate the S/C by written notice to the non-performing Party. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13.4 The foregoing shall not apply to Buyer's payment obligations.

**14. Governing Law and Dispute Resolution**

14.1 The Parties agree that this S/C shall be governed, interpreted and construed both as to performance and validity in accordance with the laws of the People's Republic of China, without regard to its conflicts of laws rules. The remedies afforded by the laws of P.R.C are in addition to the remedies set out in this S/C.

14.2 All disputes arising from the execution of or in connection with the S/C shall be settled through friendly negotiation between both parties. In case no settlement to dispute can be reached through negotiation. The disputes shall be submitted for arbitration in accordance with the rules of the Shenzhen Court of International Arbitration by one (1) arbitrator appointed in accordance with the said rules. The place of arbitration shall be Shenzhen, and the arbitration shall be conducted in the English language. The losing Party shall bear all of the arbitration fees, attorney fees, preservation fees, preservation guarantee fees, appraisal fees and notary fees incurred by the arbitration and other expenses of the other Party for realization of rights. The arbitral award is final and binding on the Parties.

**15. Term and Termination**

15.1 This S/C will commence on the Effective Date and shall be in full force until completion, unless terminated earlier pursuant to this S/C.  
 15.2 Buyer may terminate the S/C if Seller materially defaults in the performance of its obligations hereunder and fails to cure such default within sixty days after written notice thereof from Buyer. Such termination shall be Buyer's sole remedy in the event of a material default by Seller. Where Buyer terminates the S/C for any other reasons excluding the aforementioned, Buyer shall pay liquidated damages at a rate of 30% of the amount of the Products to Seller.  
 15.3 Buyer shall not change the S/C except provided that the request for change is made at least thirty days before the ETD of the Products and all incurred costs and charges arising from or in connection to such change are borne by Buyer. Each change of the S/C shall be subject to Seller's acceptance, and the ETD shall be recalculated from the date of Seller's acceptance.  
 15.4 Buyer shall be deemed in material default under the S/C if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel the S/C prior to delivery or refuses delivery or otherwise fails to perform any of its obligations hereunder or fails to pay Seller any sums due under any other S/C or otherwise. In the event of a material default by Buyer, Seller may, upon written notice to Buyer, (i) suspend its performance and withhold shipments, in whole or in part, (ii) terminate the S/C, (iii) declare all sums owing to Seller immediately due and payable and/or (iv) recall products in transit, retake same and repossess any products held by Seller for Buyer's account, without the necessity of any other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Seller. Exercise of any of the foregoing remedies by Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Seller under the laws of P.R.C.  
 15.5 Termination of the S/C shall not relieve either Party from any obligation to pay the other any amounts due to the other under the S/C. Any terms of the S/C which by their nature survive the expiration or termination of the S/C shall survive any such expiration or termination.

**16. Warranties and Representations**

16.1 Each Party represents and warrants to the other that it is a legal entity/personnel duly incorporated and existing under the laws of the country where it is registered and has full power and authority to enter into this S/C and to perform its obligations under this S/C.  
 16.2 Seller warrants to Buyer that the Products will conform substantially to the specification of the Products herein. Any warranties, obligations and liabilities of Seller set forth expressly in this S/C are exclusive and Seller makes no other warranties or representations. All implied warranties, conditions and representations are disclaimed. To the extent permitted by law, Buyer hereby waives and releases all other warranties, obligations, liabilities, whether express or implied, including but not limited to (i) any implied warranty or condition of merchantability or of fitness for a particular purpose, and (ii) any obligation or liability on the part of Seller to anyone of any nature by reason of the design, manufacture, sale, repair of the Products and service rendered.

**17. Liabilities**

17.1 Where Seller fails to make the delivery duly, Seller shall pay liquidated damages at a rate of 0.1% of the amount of the deferred Products to the Buyer per day until the completion of its delivery obligation.  
 17.2 Where Buyer fails to make the payment duly, Buyer shall pay liquidated damages at a rate of 0.1% of the overdue amount to the Seller per day until the completion of its payment obligation, and the ETD shall be automatically extended without responsibility of Seller.  
 17.3 In the event of damage or loss caused by transportation, the Buyer shall object to freight forwarder/carrier within 7 days of receipt of the Products (if by air) and within 14 days of receipt of the Products (if delivered by sea), arguing that the insurance company other than the Seller is liable for any liability resulting from the transportation. If the Products are not covered by shipping insurance due to the Buyer, Buyer shall bear the risks and losses. Buyer shall notify the Seller within the period stipulated in this article for quality discrepancy and claim. For failing to notify the Seller within the time limit herein, the Products shall be deemed all accepted and fully in compliance with the S/C.  
 17.4 Any claim excluding clauses 17.3 by the Buyer regarding the Products should be raised within 30 days after the Products' arrival at the port/place of destination specified in the relative B/L and/or transport document and supported by a survey report issued by a surveyor approved by the Seller. Claims in respect of matters within the responsibility of insurance company/shipping company/other transportation organizations shall not be deemed as the Seller's obligations.  
 17.5 Seller shall in no event be liable for any incidental, special, or consequential damages of any nature, even if Seller has been advised of the possibility of such damages, and in no event shall the aggregate liability of the Seller under this S/C exceed 10% of the value of the Products or the actual payment received by the Seller, whichever with smaller value. Seller's liability, if any, for defective Products, is limited to replacement, repair of the defective Products, in accordance with the Warranty Policy, at Seller's option.

**18. Miscellaneous Provisions**

18.1 Assignment. This S/C may not be assigned by any party without the prior written consent of the other party, and shall be binding upon its successors or receivers.  
 18.2 Severability. If any provision or part provision of the S/C is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the S/C will be valid and enforceable and the Parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the Parties.  
 18.3 No Waiver. The S/C may not be altered, modified, or amended in any way except in writing signed by both Parties. The failure of a Party to enforce any provision of the S/C will not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.  
 18.4 Notices. All notices, demands or other communications required or permitted to be given under the S/C by either Party to the other Party may be effected either by personal delivery in writing or by mail, registered or certified or by email herein. Mailed notices or notices personally delivered shall be addressed to the other Party at the address herein, but each Party may change such address or email account by written notice in accordance with this paragraph. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of five (5) days after mailing.  
 18.5 Entire Contract. This S/C constitutes the entire contract of the Parties and supersedes any previous contracts, arrangements, understandings and negotiations between them relating to the subject matter of this S/C.  
 18.6 Counterparts. This S/C may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute one and the same S/C. Execution of a facsimile or electronic copy of the S/C shall have the same force and effect as execution of an original, and a facsimile or electronic signature shall be deemed an original and valid signature. Purchase order, instruction, communication or correspondence sent from Buyer contact email or mailbox with Buyer suffix, or sent from Wechat, Whatsapp in its ordinary course of business shall be binding upon Buyer.

**IN WITNESS WHEREOF**, the persons signing this S/C on behalf of the Parties hereto warrant, covenant and represent they are duly authorized to execute this S/C on behalf of the Parties for whom they are signing. The Parties, by their authorized representatives, have executed this S/C as of the Effective Date.

<b>Seller:</b>	<b>Buyer:</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title: