

# PURCHASE ORDER

Buyer Corporation, as Buyer, hereby agrees to purchase from Seller, the Seller hereby agrees to sell to Buyer the following goods, subject to all the General Terms and Conditions set forth on the face and back hereof.

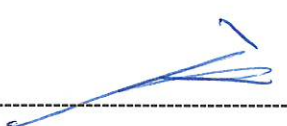
<b>SELLER'S NAME &amp; ADDRESS</b> Supplier : <b>SFA Engineering Corp</b> 38 Yeongcheon-ro, Hwaseong-si, Gyeonggi-do, Korea Tel: +82-31-379-7459, E-mail: Sfa955992@sfa.co.kr Agent :			ORDER NO.	: CJFMBC240116001SW
			P/I NO.	:
			DATE	: 01/16/2024
DESCRIPTION OF GOODS	UNIT	QUANTITY	PRICE (USD)	AMOUNT (USD)
MN Forming Machine_왕교자(3EA)	AU	1	2,993,000	2,993,000
<b>Total</b>				<b>2,993,000</b>
For the details, refer to Proforma Invoice(# 23MIN-BM-FN ) issued by Supplier (HS CODE: ) 2024-01-05				
<b>TERMS OF DELIVERY</b>	FOB / Busan Port (by Incoterms 2020)		<b>TIME OF DELIVERY</b>	Shipment within 10-MAY-2024(1 <sup>ST</sup> ) 10-DEC-2024(2 <sup>ND</sup> ) Order expire date : 30-MAR-2025
<b>PAYMENT TERMS</b>	By Telegraphic Transfer 30% down payment 10% against shipping documents(1 <sup>ST</sup> ) 20% against shipping documents(2 <sup>ND</sup> ) 40% after installation and test running		<b>PARTIAL</b>	Allowed / Not Allowed
			<b>TRANS-SHIPMENT</b>	Allowed / Not Allowed
<b>ORIGIN</b>	Korea		<b>CARGO INSURANCE</b>	Included / Not Included
<b>PACKING</b>	Export Standard Packing		<b>PORT OF LOADING</b>	Busan Port
<b>INSPECTION</b>	Manufacturer's Inspection to be final		<b>PORT OF DESTINATION</b>	Long beach Port
<b>NOMINATION OF FORWARDER</b>	<b>Partner</b>	<b>Name</b>	<b>E-Mail</b>	<b>Telephone</b>
	CJ Logistics America, LLC	<b>JEFF CHO</b>	jeff.cho@cj.net	☎ 1 201.643.1053 M 1 551.655.8355
<b>OTHER TERMS &amp; CONDITION</b>	Required Documents for each payment: 30% Down Payment by T/T at order against bank guarantees as follows: <u>Down payment bank guarantee</u> ; 100% amount of down payment, effective until contract complete date. <u>Performance bond</u> ; 10% of the contract amount, effective until contract complete date. 10% Middle Payment by T/T in 14 days against shipping documents(1 <sup>ST</sup> ) 20% Middle Payment by T/T in 14 days against shipping documents(2 <sup>ND</sup> ) 40% The Balance by T/T after installation and successful test running # <u>Warranty bond</u> ; 10% of the contract amount, effective for 12 month from PAT (PAT: Buyer's Plant Acceptance Test)(in English)			

Accepted and confirmed by

**Buyer: CJ FOODS MANUFACTURING BEAUMONT LLC**

**Seller: SFA Engineering Corp.**

Name:  
Date:

  
 CHAULSUNG LEE  
 1/16/24

Name:  
Date:

# GENERAL TERMS AND CONDITIONS

## 1. ACCEPTANCE OF ORDER

The term "Seller" as used herein includes subcontractor, independent contractors, and all other classes of person performing any type of work under this order. The term "Buyer" as used herein refers to CJ TMI Manufacturing LLC. Seller's written acceptance, receipt of payment, commencement of work, or shipment of all or portion of the goods, whichever occurs first, constitutes acceptance of this purchase order and all of its terms and conditions. The term "order" hereinafter shall be deemed to include the purchase order and this General Terms and Conditions. This order shall constitute the Buyer's offer and rejection of prior offers, if any, of the Seller. The Seller shall accept this order by signing and returning the order within [ 7 ] days of receipt of this order. The Seller shall be deemed to have accepted this order if it does not indicate to the Buyer in writing acceptance or rejection thereof within [ 14 ] days of the Buyer's dispatch of this order to the Seller. Any terms or conditions proposed in Seller's acceptance or acknowledgement of Buyer's offer which add to, vary from, or conflict with the terms and conditions of this order shall be deemed to have been rejected by the Buyer. Any such proposed terms shall not operate as a rejection of this offer by Seller but are deemed a material alteration, and this offer shall be deemed accepted by the Seller without said additional or different terms.

## 2. PRICE / PAYMENT

The price described on the face of the purchase order hereof shall be firm and final, and shall not be subject to any adjustment for any reason whatsoever, including but not limited to a price change in Seller's cost which may occur due to a change in material or labor costs or in freight rates or insurance premiums, or on account of any variation in rates of exchange or any increase in taxes or duties or imposition of any new taxes or duties. The total amount of price shall be paid within [ 14 ] days of Buyer's receipt of Seller's undisputed invoice of payment terms on the face hereof when the Seller fulfills all responsibilities which are requested by the Buyer.

## 3. PACKING, DELIVERY AND SHIPMENT

All goods shall be suitably packed, marked with the purchase order number and shipped in accordance with instructions or specifications on this order. In the absence of any such instructions, Seller shall comply with best commercial practice with the requirements of common carriers to ensure safe arrival at destination at the lowest transportation cost. Time is of essence on this order. If goods are not delivered or services provided or Seller fails to meet its schedule by the date specified, Seller shall pay to the Buyer at the rate of **zero point zero seven five (0.075%) percentage** of the contract amount per delay date, which Buyer shall be entitled to set off from the amount owing to Seller (**Maximum 30%**). However, if shipment is delayed over thirty (30) days for reason solely attributable to the Seller, Buyer may terminate, without liability, this order as to items not yet received or services not yet rendered, by notice effective upon receipt thereof by Seller. In such instance, Buyer may purchase substitute items or services elsewhere and charge Seller with any loss incurred of which the Seller shall indemnify the Buyer. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive method than specified in this order, Seller shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been solely caused by Buyer. A copy of the invoice paid for a more expensive method of shipment by the Seller must be submitted to Buyer for its record.

## 4. OBLIGATION OF DOCUMENTATION

All shipping documents hereinafter written and signed by Seller should be rendered to Buyer promptly to clear customs and take the delivery of the goods after each shipment or unit of work is performed under this order.

## 5. WARRANTY

1) Seller expressly warrants that all goods or services provided under this order shall be merchantable, free from defects in material and workmanship, of the highest quality, free from intellectual property infringement and shall conform to all applicable specifications and appropriate standards and any other descriptions of the goods or services set forth in the order, including but not limited to origin of the goods. Seller must notify Buyer of any changes in the components, goods or services so that Buyer may evaluate whether such changes could affect the quality of Buyer's finished product. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services shall be fit for such particular purpose. Seller further warrants that the goods were manufactured, produced and/or performed in compliance with all applicable laws, rules, orders and regulations, and are wholly new and contain new components and parts throughout and that Seller has good and warrantable title to the goods free and clear of any liens or encumbrances. Seller shall indemnify and hold Buyer harmless from all claims, damages, costs and expenses (including but not limited to attorney's fees) arising out of or in relation to breach of any warranties set forth in this General Terms and Conditions. In addition to the warranties above, Seller shall extend all warranties it receives from its vendors to Buyer, and to Buyer's customer. Breach of the warranties in this provision, or any other term of this order, shall entitle Buyer to all available remedies. Seller's obligation under the aforesaid warranties shall be effective for the twelve (12) months after Buyer's plant acceptance test. As security for the warranties period, Seller shall submit a warranty bond equivalent to ten percent (10%) of the contract amount to Buyer within thirty (30) days from the date of Buyer's plant acceptance test.

2) If goods or services fail to meet the warranties during the aforesaid warranty period, Seller shall dispatch engineer to check within thirty (30) days from the date of Buyer's written notice. If the failure is proven to be Seller's responsibility, Seller shall, at Buyer's sole option, repair, make good, replace or modify the relevant goods without undue delay at site of Buyer or supply replacement goods or parts free of charge on the basis of DDP (INCOTERMS 2010) to Buyer without hesitation.

3) As security for the full performance of its obligation under this order, Seller shall cause to be delivered to Buyer, within thirty (30) days of the date of this order, at Seller's own expense, a performance bond equivalent to ten percent (10%) of the contract amount in a form issued by company reasonably acceptable to Buyer. Without prejudice to any other rights of Buyer, Seller shall be liable for, defend, indemnify and hold Buyer, its affiliates, agents, employees, customers, agents, successors and assigns harmless from any and all claims, suits, liabilities, losses, damages, demands, costs and expenses (including reasonable attorney's fees) due to, arising out of or in connection with any defect in the goods or services whether directly caused by Seller or otherwise, including but not limited deviation from the representations and warranties relating thereto set forth in the order, or Seller's negligence, gross negligence, willful misconduct, or performance or breach of this order by the Seller.

## 6. INSPECTION / TESTING

Seller's facilities, equipment, and goods and services purchased under this order are subject to Buyer's inspection, test and acceptance. Goods and services shall only be deemed accepted when they have actually been counted, inspected, and tested by Buyer and found to be in conformance with this order. Unless otherwise specified, final inspection and acceptance of goods by Buyer will be at Buyer's facility from which the order originates. Buyer reserves the right to reject goods which does not conform to the specifications, drawings or other descriptions specified in this order. Goods rejected and/or goods supplied in excess of those ordered and delivered in advance of the delivery schedule may, in addition to Buyer's other rights and remedies, be returned to Seller at Seller's expense, including all expenses of unpacking, examining, repacking and reshipping such goods. If Buyer receives goods or services with defects or nonconformities, whether or not apparent on inspection, Buyer reserves the right to require a refund or replacement, as well as transportation costs and payment of damages. Nothing contained in the order shall relieve Seller from the obligation of testing, inspection and quality control.

## 7. CHANGES

Buyer shall have the right to change from time to time any of the drawing, specifications or instructions for work covered by this order and Seller agrees to comply with such changes. If such changes result in a change in Seller's cost or in the time of performance, an adjustment in price and time for performance will be made by written and signed agreement between the parties, provided that Seller shall notify Buyer in writing of the request for such adjustments within thirty (30) days after receipt by Seller of the notice of such change. Seller's writing shall detail the reasons for the price adjustment to the Buyer. Seller agrees not to make any changes that affect this order without the prior written approval of the Buyer.

## 8. CONFIDENTIAL PROPRIETARY INFORMATION

Any information or data furnished by Buyer to Seller under this order in the form of specifications, drawings, reprints, technical information, equipment, prototypes, forecasts, schedules, or other technical or business information, written or oral, shall be deemed Buyer's confidential proprietary information, shall remain Buyer's property, shall be kept strictly confidential, and shall be promptly returned to Buyer or destroyed at Buyer's option. Seller shall not disclose, without Buyer's express prior written permission, any such information or data to any person, or use any such information or data for any purpose other than performing this order. The obligation under this paragraph shall indefinitely survive cancellation, termination, or completion of this order. Unless otherwise agreed in a signed written agreement between the parties, no commercial, financial, or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential.

## 9. TERMINATION

Buyer may terminate all or any part of this order at any time with or without cause upon written notice to Seller. Any claim for payment of such termination charges must be submitted in writing to Buyer within thirty (30) days of receipt of written notice of termination. Buyer shall have the right to audit all elements of any termination claim, and Seller shall make available to Buyer on request all books, records and papers relating thereto. Late deliveries, deliveries of goods which are defective or which do not conform to this order, failure to perform as agreed, and failure to provide reasonable assurances of future performance upon request, shall all be non-exclusive reasons for Buyer's termination with cause. In such event Seller shall be liable for any damages (or at Buyer's option, specific performance) due to Seller's breach or default. Buyer's total liability for damages for breach of this order, if any, shall not exceed the price of the goods or services giving rise to the claim, agreed to by the parties in this order. In no event will Buyer be liable for incidental, special, consequential or punitive damages.

## 10. FORCE MAJEURE

Neither party shall be liable for failure to perform obligation under this order, if such performance is rendered impossible solely due to unforeseen events beyond reasonable control of the parties (such events "Force Majeure") and the Force Majeure renders it impossible for the breaching party to cure such failure for thirty (30) consecutive days. Types of Force Majeure may include flood, earthquake and other natural disasters, but shall not include strikes or any labor disputes. Seller shall notify Buyer immediately upon learning of any event which may result in failure to perform contemplated in this Section 10.

## 11. GOVERNING LAW AND ARBITRATION

The order shall be governed by, and construed and interpreted in accordance with the laws of the State of New York. All disputes, controversies or differences which may arise between the parties, out of or in relation to or in connection with this order, or for the breach thereof shall be exclusively and finally settled by arbitration in New York, NY before one arbitrator under the American Arbitration Association ("AAA") Rules. The language of all proceedings shall be in English. A party may enter a judgment on an award in any court having jurisdiction.

## 12. Other Terms and Conditions

Any terms and conditions not set forth in the General Terms and Conditions shall be as set forth in the purchase order. In case of any contradiction between these purchase order and the General Terms and Conditions, the purchase order's clauses shall take precedence. Any non-contradicting terms and conditions set forth in the General Terms and Conditions not set forth in the purchase order shall remain effective and binding.

## 13. Entire Agreement

This order accepted by the Seller represents the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes consents or understandings (if any), whether oral, written or otherwise, given or made between the parties prior to and on the effective date of the order accepted by the Seller.