

PURCHASE ORDER

Date : 2022-04-29

PURCHASE ORDER

SHIPPING MARK

P.O.No. : 4270000006

SK On Yancheng Co.,Ltd.

Amend : 0 (2022-05-20)

IMPORTANT : This order is subject to the provisions contained in the terms and conditions and requisition documents when attached hereto.

P.O.No :

Destination :

Package No :

Our order number must appear on all correspondence and documents.

TO : SFA ENGINEERING CO.,LTD. 38, Yeongcheon-ro, Hwaseong-si, Gyeonggi-do SFA ENGINEERING CO.,LTD.		Through (or CC.) :	
PHONE : 031-379-7512	FAX : 031-379-1769	PHONE :	FAX :
PAYMENT : T/T in Advance	SHIPPING TERMS : FOB Pusan		
DESTINATION : CHINA PORT			
OTHER CHARGE AMOUNT : CNY 0			
DELAY PENALTY : 0.15%	Allowance :	0%	

L/N	Code No.	Description	Chemical check	Unit	UnitPrice
ABC	Delivery Date			Quantity	Amount
1	JM00002895	외관 검사기, [화성][SKOY][1라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
2	JM00002895	외관 검사기, [화성][SKOY][2라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
3	JM00002895	외관 검사기, [화성][SKOY][3라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
4	JM00002895	외관 검사기, [화성][SKOY][4라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
5	JM00002895	외관 검사기, [화성][SKOY][5라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
6	JM00002895	외관 검사기, [화성][SKOY][6라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
7	JM00002895	외관 검사기, [화성][SKOY][7라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
8	JM00002895	외관 검사기, [화성][SKOY][8라인 Cell 외 관검사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000

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9	JM00002895	외관 검사기, [화성][SKOY][9라인 Cell 외 관경사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
10	JM00002895	외관 검사기, [화성][SKOY][10라인 Cell 외관경사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
11	JM00002895	외관 검사기, [화성][SKOY][11라인 Cell 외관경사기][신규]신규 설비 설치 공사 건	N1	EA	4,436,000
	2023-01-01			1	4,436,000
Other Charge				CNY	0
Total		FOB Pusan			48,796,000

FREIGHT FORWARDER :

1. Payment Condition

- 30% upon order (with Advance payment bond and Invoice)
- 60% after shipping (with B/L and Invoice etc.)
- 10% after Production stabilization (with user's confirmation and Invoice)

2. Shipping Terms : FOB Korea port

- Site address

: Room 208(H), No.50, Jiuhuashan Road, Yancheng Economic and Technological
Development zone, Yancheng City, Jiangsu Province, China

ZIP CODE 224000

USCI NO : 91320991MA26Q0489U

3. Bank Information

- The seller shall specify the bank information and HS code on the invoice.

4. Delivery date

- Detail shipping schedules are supposed to discussed and arranged with
the person who in charge of engineering.

(shipping & delivery at site & commissioning)

: Shipping 2022.12.01, On-site 2023.01.01, C-Sample 2023.08.30(SOP 2024.04)

5. The document for submission

- Advance payment Bond will be 30% of the order value and shall be
submitted ASAP for payment

6. Warranty

- This warranty shall be effective for eighteen (18) months after the delivery of
the Product, or twelve(12) months after using the Product, whichever comes earlier

7. According to Korea - China FTA, Please remark the origin declaration in the
invoice. and supplier need to be cooperative regarding import clearance

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Article)

(buyer's scope) for smooth progress

8. Contact point

- Engineering : Doyoung Kim 010-9668-5766
- Payment : TBD, Buyer will inform contact information ASAP

9. License to Seller's Intellectual Property

- The License granted and accepted under Section 24(c) of the Terms and Conditions of Purchase (Terms) attached hereto shall take immediate effect in the event that this P.O. is terminated; (B) Seller for any reason is unable to satisfy the quality, quantity, delivery or related requirements of Buyer for Supplies under this P.O; or (C) Seller fails to fulfil any other provision of this P.O and/or Terms (including without limitation Seller's warranties under Section 13 of the Terms or its obligations to comply with applicable laws or ethical standards under Section 16 of the Terms). Notwithstanding anything to the contrary contained in the Terms, the License shall be deemed fully paid up and royalty free in all events.

10. Waiver

- Seller waives and shall not assert against Buyer, its subsidiaries and affiliates, and their respective successors, assigns, contractors or suppliers, or any other party to whom Buyer sublicense the License any claim relating to Seller's Intellectual Property.

11. Precedence

- In the event of any inconsistency between the provisions of this P.O. and the Terms, the terms of this P.O shall take precedence.

12. Definition

- The capitalized terms not otherwise defined in this P.O. shall have the meanings ascribed to them in the Terms.

::: GENERAL TERMS AND CONDITIONS :::

1. DEFINITIONS As used in this General Terms and Conditions (GTC): a) "Order" means the Purchase Order, specification, and all attachments, exhibits and documents referenced therein and all terms and conditions thereof, together with any subsequent modifications thereto; b) "Product(s)" means any materials, machinery, equipment, article, item, services or work specified in the Order; c) "Seller" means the person, firm, company or corporation to whom the Order is issued; d) "Buyer" means SK On Yancheng co.,ltd ; and e) "Sub-Seller" means the person, firm, or corporation who supplies Seller with the parts or materials which are used by Seller in connection with the Order.

2. ACCEPTANCE OF ORDERS

2.1 Buyer shall submit any Order as well as any modifications in writing. Seller shall accept, modify or reject the Order within five (5) business days. In case Seller fails to reply Buyer within the above-mentioned time frame, Seller shall be deemed to have accepted the Order without objection or modification.

2.2 The Order is conditioned on Seller's acceptance of all terms and conditions thereof and this GTC. Seller shall be deemed to have accepted and be bound by the Order when Seller accepts the terms of the Order and GTC.

3. CHANGE OF PRODUCT

3.1 Buyer may, from time to time, request addition or changes to the Product specified under the relevant Order, provided that such additions or changes are agreed to in writing between Seller and Buyer.

3.2 Seller shall inform Buyer as soon as possible but no later than five (5) business days after Buyer's request about the new delivery date and all other consequences resulting from the requested modifications. Seller shall implement the requested modifications only after having received the corresponding addendum to the original Order signed in writing by both parties. In

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case such addendum is not agreed upon in writing by both parties, Seller shall proceed with the originally agreed Products, otherwise the Products are deemed provided free of charge.

4. **INCONSISTENCY** Any terms and conditions that are not specified in the Order shall be according to this GTC, provided that if there are any inconsistencies between the contents of the Order and this GTC, the Order shall prevail. The Seller and Buyer agree that the terms in the Order and in this GTC shall be the only terms and conditions applicable to the Order.

5. PRICE AND PAYMENT

5.1 Unless otherwise stated, all prices for Products are firm and are not subject to price escalation for any reason whatsoever. Any applicable sales, usage, or similar taxes levied in the country of manufacture and export, charges, fees, Seller's profit, and other expenses are included in the price. Payment shall be made in accordance with the applicable provisions of the Order.

5.2 Payment of the invoice does not preclude Buyer from claiming back any charges abnormally invoiced by Seller and does not imply any acceptance of the Products.

5.3 Buyer may deduct from the due price to Seller any amount owed by Seller to Buyer.

6. PACKING and LABELLING

6.1 The packaging, labelling and the packing material used by Seller shall be consistent with the applicable standards, best practice, environmental rules and legal regulations, giving due consideration to the nature of the Products and the intended mode of transport. Whenever feasible, recyclable packaging material shall be used.

6.2 Any damage due to inadequate or unsuitable packaging shall be the sole responsibility of Seller.

6.3 Seller shall label and provide delivery documentation for all deliveries according to Buyer's instructions and requirements.

6.4 Seller shall mark on each package with fadeless paint the package number, gross weight, net weight, goods, measurement and any necessary warning.

7. DELAY LIQUIDATED DAMAGES

7.1 Seller shall notify immediately foreseeable delays hindering the timely delivery in whole or in part by specifying the reasons for and the estimated duration of the delay and the proposed measures to remedy the consequences of the delay. Such measures may include express deliveries, overtime work, and prioritization in favor of Buyer.

7.2 In case of delayed delivery by Seller, Buyer shall have the right to charge Seller the liquidated damages of 0.15% of the total purchase order amount under the Order per each day of delay after the latest delivery date specified in the Order and the maximum liquidated damages shall not exceed ten percent (10%) of the total purchase amount of the undelivered products under the Order. The liquidated damages shall be directly deducted from the payment by Buyer and the payment of liquidated damages shall be without prejudice to the right to claim the delivery and any damages or costs incurred. (Any and all costs due to this charge shall be borne by Seller.)

7.3 If the delay lasts more than 30 days, Buyer will have the right to terminate the Order immediately, request the refund of the payment, claim any and all damages, and enter into another contract with third parties.

7.4 If the shipment was missed or delayed due to any mistake or negligence of Seller, Seller shall do the best to make the delivery immediately. In this, Seller shall pay for any cost and expected profit, and Buyer has the right to claim any damages (including cost and expected profit), which should be regarded as being accepted by Seller if Seller fails to reply within seven (7) days after Seller receives Buyer's claim. However, Seller shall not be charged the delay liquidated damages for shipments delayed due to force majeure events, subject to provisions of below Article 15.

7.5 In case Seller unable to perform the delivery of the Products ordered by Buyer in full or in part, Seller undertakes to assist Buyer directly or indirectly through a third party in order to have the Products delivered. Any expenses, such as an amendment of a Letter of Credit, incurred due to delayed delivery by the Seller shall be for the account of the Seller.

8. DELIVERY TERMS

8.1 Seller undertakes to provide Buyer with the Products pursuant to this GTC, the Order as well as pursuant to any relevant specifications or statement of works agreed between the parties.

8.2 Time is of the essence. Seller shall furnish sufficient labor and management forces, plant and equipment and shall work such hours as may be required to assure timely delivery.

8.3 All delivery terms used in this Order and all deliveries made are to be in accordance with Incoterms 2010 and subsequent addenda thereto, as issued by the International Chamber of Commerce in Paris.

8.4 The risk of the Products shall pass to Buyer at the time defined by the term of the Incoterms 2010.

8.5 In the event that Product delivery can be made earlier than the delivery date as specified in the relevant Order, Seller shall notify the Buyer in a timely manner of the possible adjustment in delivery date. Buyer shall be entitled to have sole discretion whether to accept or reject the Product upon such early delivery. Notification of a possible early delivery or acceptance of the early delivery will not relieve the Seller's other obligations under this GTC and the Order. If Buyer rejects the early delivery of

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the Product, the Seller shall bear all risks and costs, responsibilities regarding safe storage of the Product until the delivery date specified in the Order.

9. APPROVAL OF SELLER'S DOCUMENTS AND DRAWINGS

9.1 As required in the Requisition and its related documents referred to in the Order, Seller shall submit certain documents and drawings with the required number of copies set forth in Seller Data Requirements to Buyer prior to the commencement of the manufacture of the Products. Due regard shall also be given to any special requirements contained in Seller Data Requirements attached to the Requisition.

9.2 Those documents and drawings to be approved by Buyer shall be submitted with a mark "For Approval" and such approval shall be indicated by Buyer by stamping the word "Approved" thereon and returning such documents and drawings to Seller, if no alteration in design is required.

9.3 If any contradiction between the Requisition and Seller's documents and/or drawings is observed, Seller will mark and comment on the contradiction in such documents and/or drawings and return them to Seller after stamping the word "Approved As Marked". In such case, Seller shall revise the contradicting parts and shall resubmit the revised documents and drawings for Buyer's approval again.

9.4 Notwithstanding Buyer's approval of any of the documents and drawings, Seller shall be responsible for the design, fabrication and performance of the Products so as to meet the Requisition, and no such approval shall relieve Seller of any of its guarantees and responsibilities given in connection with this GTC.

10. INSPECTION AND TEST

10.1 Seller needs to provide MSDS (if necessary), SPEC, COA and test method documents to Buyer, and guarantee that the Products must meet the standards according to MSDS (if necessary), SPEC and COA documents.

10.2 Seller should guarantee that the quality of the Products is same as the approval sample, which was provided by Seller. Approval sample is the one confirmed and sealed by both parties.

10.3 Seller must provide the COA of each Lot. to Buyer with other export documents, including offer sheet, invoice, packing list, etc. The Quality Certification provided by Seller should be added after Buyer's confirmation.

10.4 All the Products furnished hereunder will be subject to Buyer's final inspection and approval within a reasonable period of time after delivery irrespective of the payment date for the Products. The parties shall submit the obligations to deliver Products to an acceptance test to ensure the absence of non-conformities with the relevant specifications or statement of work and that the Products are fit for the purpose. The procedure of the acceptance test is defined and agreed upon by the parties ("Acceptance Test "). If there is any problem in Acceptance Test by Buyer, Buyer is entitled to reject the Products, terminate the Order, request the refund of the payment, and claim any and all damages (including cost and expected profit). In case the tests are successful, Buyer will attest in an acceptance certificate (Acceptance Certificate) that the test procedure was successful.

10.5 Acceptance does not preclude Buyer from the warranties provided in this GTC. Any inspection or failure to inspect shall not relieve Seller of any responsibility or liability with respect to the Products nor be interpreted in any way to imply acceptance thereof by Buyer.

11. CONFIDENTIALITY

11.1 Are considered as confidential, any information or documents in whatever form seen at, obtained from, or supplied by Buyer for the delivery and performance of the Products.

11.2 Seller will (i) keep all Buyer's Information (as defined below) confidential and disclose it only to its employees who need to know such Buyer's Information in order for Seller to supply the Product under the relevant Order, who have been informed of the confidential nature of such information, and who are obligated under confidential terms no less strict than those of this GTC to keep such information confidential. Seller shall be liable for any breach of confidentiality caused by the acts or omissions of such employees; and (ii) use the Buyer's Information solely for the purpose of supplying to Buyer with such Product. Products manufactured based on Buyer's Information may not be used for Seller's own use or sold or disclosed in any way by Seller to third parties without prior express written consent from an authorized employee of Buyer. Seller shall protect Buyer Information with the same degree of care with which it keeps its own confidential information of a similar type but in all events using at least a reasonable standard of care. Information means all information provided to Seller by Buyer or its representatives or subcontractors in connection with the business, programs, Products covered by the Order, including, without limitation, pricing and other terms of the Order and this GTC, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Buyer's Information also includes any materials or information that contain, or are based on, any Buyer's Information, whether prepared by Buyer, Seller or any other person.

11.3 Seller shall also handle the existence and the contents of this GTC and the Order as Buyer's confidential information.

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11.4 Seller hereby grants to Buyer the right to provide any information received from or on behalf of Seller to any of Buyer's affiliates. Seller shall obtain in advance all necessary approvals or consents for Buyer to provide such information to Buyer's Affiliates if such information is confidential or subject to any data protection or privacy laws or regulations.

11.5 All Buyer's Information shall remain the property of Buyer. Seller shall promptly return to Buyer all Buyer's Information upon Buyer's request and shall retain no unnecessary copy thereof or make any further use of it thereafter.

11.6 At termination or expiration of the Order, Seller shall return to Buyer or destroy all materials in whatever form, documents, data and all copies made that may be in its possession for performing the Order. Seller shall confirm to Buyer that these actions have been taken.

12. INTELLECTUAL PROPERTY

12.1 Seller warrants that the Products, provided to Buyer do not alone or in combination infringe any third party Intellectual Property; Where in this GTC, the term "Intellectual Property" shall mean patents, utility models, inventions, registered and unregistered designs, trademarks, service marks, trade names, copyrights, mask works, semiconductor topographies, database rights, moral rights, know-how, trade secrets, confidential information, and any form of intellectual property protection afforded by law anywhere in the world, whether registered or unregistered, or capable of registration, and all applications therefrom.

12.2 Seller agrees to indemnify and hold harmless Buyer from all costs, expenses or damages, arising out of any infringement or claim of infringement of Intellectual Property in the use or sale of Products covered by Order (hereafter "Claim"), except the materials furnished pursuant to Buyer's design.

12.3 The Parties shall give each other prompt written notice of any such Claim arising under paragraph 12.2 and of any actual or alleged infringement of the third-party Intellectual Property of which they become aware. Seller shall provide all assistance in connection with any such Claim as Buyer may reasonably require.

13. NO ADVERTISING Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the Products under the Order or use any trademarks or trade names of Buyer in connection with Seller's goods, advertising or promotional materials unless Buyer provides consent in writing.

14. WARRANTY

14.1 Seller warrants that the Product(s) to be supplied to Buyer shall strictly conform with the specifications provided by Buyer and all requirements of the applicable codes and standards and shall be brand-new, suitable, merchantable and fit for the purpose of such Product(s). Seller guarantees that the Products supplied by Seller are of sufficient performance so as to fulfill all aspects of performance guarantee specified in the Order and this GTC.

14.2 This warranty shall be effective for the period specified in the applicable Order. If the Order has no specification as to such warranty period, this warranty shall be effective for eighteen (18) months after the delivery of the Product, or twelve (12) months after Buyer starts using the Product, whichever comes earlier. No implied warranties of Seller are excluded or disclaimed.

14.3 Seller shall give prior notice to Buyer of any significant change(s) in materials, manufacturing processes, or test methods for mutual assessment of the probable effect on Buyer's processes or product performance.

14.4 Seller shall provide all the Products timely, quantitatively and qualitatively as set out in this GTC, the Order and any agreed specifications or statement of works and such Products shall be fit for the purpose.

14.5 Before the Product(s) installation completed and delivered to Buyer, Seller should be responsible for handling and obtaining all licenses related to the usage and mass production of the Product(s) (including but not limited to the Usage License, Safety License, etc.), and warrant that no issues will occur related to the License during the process of using and mass production of Product(s) by Buyer.

14.6 In the event of Seller's breach of warranty, Seller shall, at Buyer's option (a) refund the total sales price to be paid by Buyer to Seller for the Product(s); (b) provide a discount in price equal to the reduced value of the Product(s) or an equivalent credit against future purchases; or (c) supply Buyer, at Seller's own expense, with substitute Product(s) in quantities sufficient to replace all defective or non-conforming amounts of the Product(s) within thirty (30) days. Should the Products thereof be replaced to fulfill the foregoing warranty, Seller shall provide a new warranty on the same conditions for such Products being replaced for a period of twenty-four (24) months from the date of completion of such replacement.

14.7 Seller shall periodically and upon Buyer's request provide Buyer with written reports on the status, observations and conclusions regarding the Products.

14.8 Seller shall comply with Buyer's safety policy and any other Buyer's applicable policies and codes when performing its obligations.

14.9 At any cases, Seller cannot use the tooling and design owned by Buyer for other persons or companies and shall

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compensate Buyer for its use.

15. **FORCE MAJEURE** If a Force Majeure event prevents Seller from meeting the delivery date(s) specified in the Order, Seller shall immediately advise Buyer of it with evidence by fax, confirmed by registered letter, giving full particulars thereof including its date of first occurrence and of the cause or event giving rise to it. Buyer has the right to confirm the Force Majeure event and the period of time affected by the Force Majeure event and approve the extension of the delivery date(s) by period of time affected by the Force Majeure event. For the purpose hereto "Force Majeure" shall mean all causes or events beyond the control of the parties which occur after acceptance of the Order and this GTC by the Seller and which prevent its fulfillment and without limiting the generality of the foregoing such causes or events shall for example include : 1) state of war or hostility; 2) rebellions or civil riots; and 3) earthquakes, floods, fires and other natural disasters. A shortage or lack of labor, material, water, electric power or gas and any failure of Sub-Sellers to perform its obligation will not be considered as a cause or an event of Force Majeure unless it is a consequence of Force Majeure as defined in the preceding sentence.

16. TERMINATION AND LIABILITY

16.1 Buyer shall have the right to terminate any Order, in whole or in part, without the consent or fault of Seller for the convenience of the Buyer at any time upon written notice to the Seller. In such event, and subject to the terms of the Order, Buyer shall be responsible for payment of those goods received and accepted by the Buyer, and, if such termination is due to no fault of the Seller, Seller shall be entitled to be paid by the Buyer, for all reasonable costs and expenses incurred in carrying out the terms of this GTC and relevant Order (deducting the amount of Seller's benefits), provided that the Seller sends the Buyer supporting documentation proving such costs and expenses within seven (7) days after receiving Buyer's written notice of termination.

16.2 Buyer shall have the right to terminate any Order, in whole or in part, at any time, if Seller: (a) fails to make any delivery in accordance with the agreed delivery date and the delay lasts more than 30 days; (b) fails to observe or comply with any of the other instruction, terms, conditions, or warranties applicable to the Order; (c) fails to make progress so as to endanger full and timely performance of the Order and does not correct the failure or breach within seven (7) days; (d) is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for the benefit of its creditors; or (e) fails to perform any obligation stipulated in this GTC or the Order. In the event of a termination for such default, Seller shall refund the payment, and Buyer shall be entitled to return the Products and be compensated by Seller for any and all damages, losses, costs, expenses and expected profit incurred by Buyer arising out of or resulting from such default.

16.3 Upon termination or expiration of the Order, Seller shall deliver all information and data related to the delivery or performance of the Products in a readable form. Any equipment, documents and data provided by Buyer to Seller in connection with the delivery and performance of the Products shall be returned to Buyer upon request at any time and immediately upon termination or expiration.

17. **Code of Ethics** Buyer and Seller shall comply with laws, regulations, and internal policies regarding ethical conduct. Each party shall conduct its business in compliance with all applicable environmental and workplace health and safety laws and regulations and provide a safe and healthy work environment for employees. Each party shall prohibit its officers and employees from offering, promising, giving or authorizing others to give anything of value, either directly or indirectly, to the officers and employees of the other party in order to gain an unfair business advantage, such as obtaining or retaining business. Violation of the code of ethics stipulated in this Article 17 may subject the violating party to certain disciplinary sanctions such as termination of the Order and business relationship and/or regulatory or criminal investigations.

18. **GOVERNING LAW AND ARBITRATION** This GTC and the relevant Order shall be governed by the laws of the People's Republic of China. All disputes, controversies, or difference which may arise between the parties, out of or in relation to or in connection with the Order and/or this GTC, or for the breach thereof, shall be finally settled by Shanghai International Economic and Trade Arbitration Commission / Shanghai International Arbitration Center in Shanghai, China in accordance with the Shanghai International Economic and Trade Arbitration Commission Rules. The arbitration shall be in Chinese, and the award rendered by the arbitrator(s) shall be final and binding upon both parties concerned, neither party shall seek recourse to a law court or other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party.

19. **AMENDMENTS** Any and all amendments to this GTC and/or Order shall be null and void unless agreed in writing between the parties and signed by each of its authorized representatives.

20. **NO IMPLIED WAIVER** The failure of either party at any time to require performance by the other party of any provision of this GTC and relevant Order will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this GTC and relevant Order constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or

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partial exercise thereof preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this GTC and relevant Order.

21. ASSIGNMENT AND CHANGE IN CONTROL Neither Buyer nor Seller may assign its rights and obligations under this GTC and relevant Order without the other party's prior written consent.

22. RELATIONSHIP OF PARTIES Seller and Buyer are independent contracting parties. Nothing in this GTC makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

23. SEVERABILITY If any term, clause or provision of this GTC or relevant Order shall be judged to be invalid or unenforceable, the validity and enforceability of any other term, clause, or provision shall not be affected, and the remainder of the GTC or relevant Order shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

24. NOTICES All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be by facsimile and confirmed by mail, postage prepaid and sent to the party identified in the applicable Order. The notice shall be effective on the earlier of the date of transmission of the notice by facsimile, provided that there is evidence of successful electronic transmission of the notice or the date of actual receipt of the notice. Any party may change its address and/or person to receive notice under this GTC by giving written notice of the change(s) to the other party.

25. ENTIRE AGREEMENT This GTC and the relevant Order, together with all documents incorporated therein by reference, constitute the entire agreement between Buyer and Seller, and there are no terms, conditions, or provisions, whether oral or written, between the parties hereto, other than those herein contained. This GTC and relevant Order supersedes any and all oral or written understandings between the parties hereto relating to the Products purchased.

THE BUYER:

SK On Yancheng co.,ltd (Stamp)

Authorized Representative: [CHANG YOUNGIK](Signature)

ADDRESS: [208, Korea park community center, #50, Jiuhuashan Road, Economic and technological development zone]

THE SELLER:

[] (Stamp)

Authorized Representative: [](Signature)

ADDRESS: []

TEL: [] FAX: []



※ This document is e-signed using the effective certificate that is permitted by public authority in perspective of the related law, E-Signature Law (E-Signature Law the 3rd Article, 1st and 2nd clause, Fundamentals of E-trade Law the 6th, 7th and 18th Article)

SK on (Yancheng)

TEL)+82 2-2121-7293 FAX)

<http://www.skcion.com>
EMAIL: evan.ycyoon@sk.com

VENDOR ACCEPTANCE	SK On Yancheng Co.,Ltd.
Formal acceptance of this purchase order required immediately. Upon receipt, please sign and date below, and fax this cover sheet to SK On Yancheng Co.,Ltd.	YEOCHEOL YOON CHANG YOUNGIK
Company : SFA ENGINEERING CO.,LTD.	This is a computer-generated, original order. No signature is required. If this order is transmitted by fax and you need the original, please advise.
Representative :	PREPARED BY : YEOCHEOL YOON
PREPARED BY :	Digital Signature :
Digital Signature :	



Young-Min Kim
 President
 SFA Engineering Corp.

CONFIDENTIAL

※ This document is e-signed using the effective certificate that is permitted by public authority in perspective of the related law, E-Signature Law (E-Signature Law the 3rd Article, 1st and 2nd clause, Fundamentals of E-trade Law the 6th, 7th and 18th Article)