

## **Limitation of liabilities of Epec Procurement Manager (For Buyer Members)**

### **I. General Rules**

1. The Procurement Manager's Service are services provided to the Members who sell goods or provide service on the EPEC International E-commerce platform (the "Platform"). EPEC Procurement Manager Function Service Supplier should obey the relevant provisions of the E-commerce Law of the People's Republic of China.

2. The Procurement Manager is a function operated by EPEC International E-commerce platform rather than an independent legal person. [The function is provided by users from SINOPEC International Co., Ltd. and its subsidiaries (collectively, the "Procurement Manager Function Service Supplier"), which, through the Platform, provides services facilitating purchase of industrial products by Buyer Members].

3. The Procurement Manager is a function provided by the Platform only intending to help Buyer Members to enjoy convenience in purchasing industrial products. To be specific, the Procurement Manager Function Service Supplier and Buyer Members receiving the Procurement Manager service may operate the Platform functions in accordance with certain procedures and rules and subject to certain authority granted by the Platform, such as the data arithmetic logic owned or developed by the Platform.

4. The Procurement Manager Function Service Supplier is the professional foreign-trade service team of SINOPEC International Co., Ltd. and its subsidiaries. By utilizing nearly 30 years of experience in foreign trade service, its organizations and staff are spread across Asia, Europe, America, Australia and Middle East. The team has been active to maintain the positive relations between the branches, subsidiaries and subordinates of the SINOPEC participating in overseas projects, and the positive relations between other clients. It uses the Procurement Manager as the tool to provide services for manufactures to export their industrial products.

5. The Procurement Manager Function Service Supplier provides the buyer members with following services through the Procurement Manager function on the Platform:

5.1 In accordance with the needs of Buyer Members, the Epec Procurement Manager Function Service Supplier will promote to Buyer Members goods of the manufacturer displayed on the Platform, and the manufacturers' goods involved in the source location process, and work

together with the manufacturer to turn the transaction opportunity into trade contract in the interaction process of inquiry and source location by using the Epec Procurement Manager function and improve the user's experience.

5.2 After the negotiation is finished, the Procurement Manager Function Service Supplier will reach an offline agreement with selected supplier. At the same time, the Procurement Manager Function Service Supplier, as a party in an offline transaction, will sign a contract with the applicable Buyer Member and take responsibility for the subsequent matters including the information exchange of export contract execution, fund movement, logistics operation, documents delivery and handling of dispute, etc. The above procedure falls into scope of typical traditional international trade. As a result, relevant disputes and legal responsibilities arising from it shall be subject to the relevant content of the contracts, laws and regulations of international trade, and international norms, and relevant legal responsibility should be taken by parties in the transaction, which will not be provided in the Statement.


## **II. Legal Responsibility of the Platform Operator**

1. As a function of the Platform, the Procurement Manager does not have independent capacity for civil conduct and civil responsibility. The legal responsibility arising out of the design, development and online operation of the function is taken by the Platform Operator (the EPEC E-commerce Co., Ltd.).

2. The international trade negotiations and transaction in connection with the Platform are conducted between Epec Procurement Manager Function Service Supplier and Buyer Members. The relevant legal responsibility arising out of or in connection with the transaction (e.g., the contracting, contract performance and other obligations under the buyer-seller relationship) shall be borne by parties to the transaction. The Platform Operator will not be subject to any legal responsibility arising out of or in connection with any dispute in the transaction. On the upper left of the Progress Tracing Bar on the Inquiry and Source Location page of the Buyer Member, the Platform Operator explicitly discloses to the Buyer Member the name of the Epec Procurement Manager Function Service Supplier negotiating with the Buyer Member. The above disclosure aims to reveal that the Epec Procurement Manager function is only a transaction agent and the Platform Operator does not participate in the transaction. See the commination page between Buyer Member and EPEC Procurement Manager shown below.

**Details of the Quotation**

No.: IUS201709251001215  
 Subject: test-20170925  
 Epec Procurement Manager: EN\_supplier2

TUBACEX TUBOS INOXIDABLES S.A.U	Quantity	Unit	Unit Price	Total(USD)
 Product Number: 304932 Product Name: Stainless Steel Bars and Billets Specification: Diameter:120mm up to 508mm,Special Requirement Rolled/Forged Manufacturer:TUBACEX TUBOS INOXIDABLES S.A.U	1 000	metric ton	0.00	0.00
<b>Other Costs: 0.00 USD</b>				
<b>Quotation Valid Until: Total Price: 0.00 USD</b>				
<b>Agency Service Cost: 0.00 USD</b>				

### III. Roles and Obligations of Procurement Manager Function Service Supplier in providing Procurement Manager Function on the Platform

1. After a Buyer Member sends requests on the page of inquiry and source location, it is deemed that the Buyer Member has recognized the Procurement

Manager Function Service Supplier has the right to obtain, save and use the relevant contents of inquiry and source location, and has the right to make reasonable disclosure to relevant parties demanding such information for the purpose of inquiry and source location.

2. The Epec Procurement Manager Function Service Supplier shall be responsible for culpa in contrahendo in accordance with the law if the manufacturer's trust interest is damaged by the pre contract obligation taken by the Epec Procurement Manager Function Service Supplier violating principle of honesty and credibility in the process of inquiry and source location, or by the contract non-establishment, invalidity or cancellation because of the fault of the Epec Procurement Manager Function Service Supplier, or the manufacturer's interest is damaged because of missing the optimal transaction opportunity as a result of the non-establishment of the contract caused by the failure in due diligence of the Epec Procurement Manager Function Service Supplier. The subjective faults of the Epec Procurement Manager Function Service Supplier mentioned above are represented by the following circumstances: a. Conducting negotiations in bad faith under the false pretext of concluding a contract; b. Deliberately concealing important facts relevant to the conclusion of the contract or providing a false account of the situation; c. Revealing or inappropriately using business secrets. The Epec Procurement Manager Function Service Supplier violating similar contractual obligations in other applicable laws should take legal responsibilities in accordance with relevant applicable laws. Where the Platform Operator does not have fault, it shall not be liable for any of the violation by the Epec Procurement Manager Function Service Supplier..

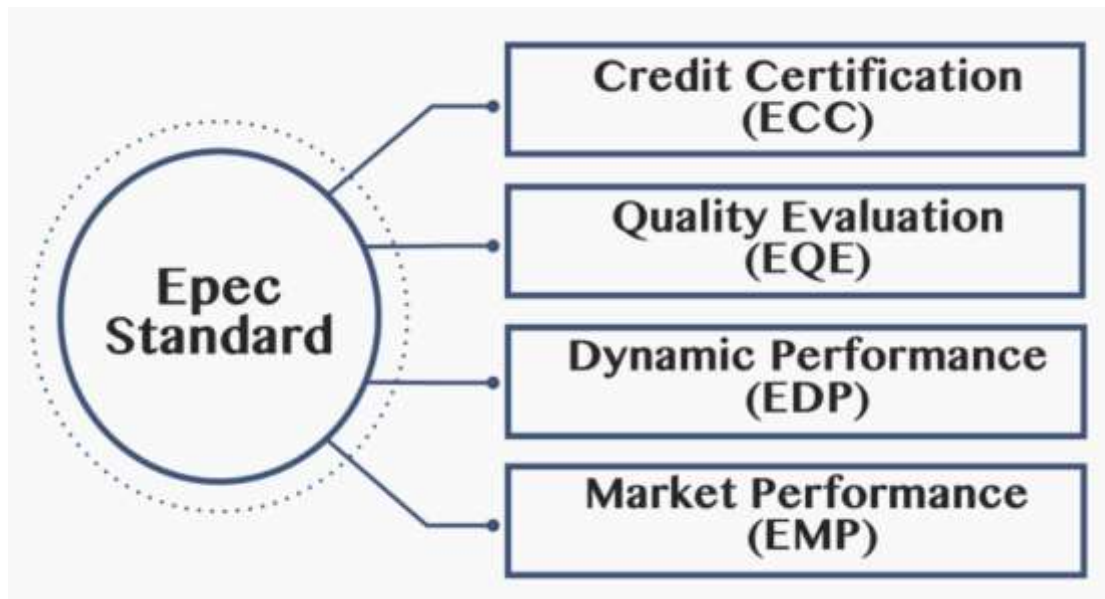
3. The Epec Procurement Manager Function Service Supplier may request the Buyers Members to provide their true information such as identities, addresses and contacts information.

#### **IV. Platform Operator Protection Measures**

In addition to fulfilling the duties and responsibilities regarding Platform routine operation and management, if the Platform Operator takes the following measures when operating the Procurement Manager function, it is recognized that the Platform has fully protected the manufacturer's legitimate right and interest.

1. In accordance with Regulations on Storage and Backup of the Platform, the Platform promptly provides information regarding negotiations between the Procurement Manager Function Service Supplier and Buyers Members and keeps the complete transaction records and relevant information for at least three years from the completion of the transaction.

2. The Platform issues the Notice of Adjusting Suppliers' Grade and Notice of Treatment of Default Suppliers simultaneously on the Notice Sector and EPEC Chinese website..
3. The Platform pays attention to the trend of e-commerce platform legislation and supervision and gradually establishes the Epec Standard, to fully protect the right and interest of Buyer Members. [See the following graph for EPEC standard:



4. It will open the complaint box [global.epec@sinopec.com] to monitor and evaluate the platform service of the procurement manager service provider.

## **V. Supplementary Provisions**

1. The Statement shall be effective on January 1, 2019.
2. The Platform Operator owns the right to interpret the Statement.
3. The Platform Operator owns the right to amend the Statement according to the business needs at any time, to make supplements to this statement and to publicize the amendments and supplements. The amended Statement or relevant supplements shall be effective on the date or the designated date of the publicized document. Since the effective date, the Statement shall be binding to all parties on the Platform.
4. Before using the Procurement Manager function provided by the Platform, the Procurement Manager Function Service Supplier and manufacturers should carefully read the currently effective Statement. Once choosing to use the Procurement Manager function, it is deemed that the Procurement Manager

Function Service Supplier and Buyer Members have accepted and recognized the currently effective Statement.