

# **Limitation of liabilities of procurement Manager (For Seller Members) Statement**

## **I. General Rules**

1. The Procurement Manager Function Service Suppliers provide services to the Members who sell goods or provide service on the EPEC International E-commerce platform (the "Platform"). The Procurement Manager Function Service Suppliers 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 (the "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's 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 one-stop service for manufactures to export their industrial products.

5. The Procurement Manager Function Service Supplier provides the manufacturers 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.

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 an 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 this 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 Platform is designed only to convey relevant quotation information in the form of electronic data, involving the international trade consultancy or quotation organizing, which is made between the Procurement Manager Function Service Supplier and manufacturer in the offline way. 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 taken by parties to the transaction. The Platform will not be subject to any legal responsibility arising out of or in connection with any dispute in the transaction.

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

1. After a Buyer Member sends a request on the page of inquiry and source location, and when the Procurement Manager Function Service Supplier selects the manufacturer and organizes manufacturers to respond to the inquiry or quote, it is deemed that the manufacturer has recognized the Procurement Manager Function Service Supplier has the right to obtain, save (in the Platform databank) and use the relevant information (including but not limited to performance, the company's technical capacity, goods design process, goods technical parameters, design drawings, goods appearance, goods function, goods materials and goods production

techniques, etc.) provided by the manufacturer, and has the right to make reasonable disclosure, via the inquiry and source location page on the Platform and in the offline way, 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, the Platform Operator shall not be liable for any of the violation by Procurement Manager Function Service Supplier.]

3. The Epec Procurement Manager Function Service Supplier may request the operators who apply for selling goods or providing service on the Platform to provide their true information such as identities, addresses, contacts information and administrative permits, and may review the information, conduct registration regarding the same, establish filing records and regularly update the 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. In accordance with relevant laws and regulations and Policy of Protecting Privacy and Business Secret of the Platform, the Platform takes confidentiality measures for the manufacturers' goods information, registration information, financial information and business information, etc.

3. The Platform allows the manufacturer to appeal to the complaints in accordance with Regulations on Dispute and Complaint Handling to ensure the manufacturer has the right to continue to display goods on the Platform and reserve the right to authorize the Procurement Manager Function Service Supplier to obtain business opportunities.

#### **V. Supplementary Provisions**

1. This Statement shall be effective on January 1, 2019.

2. The Platform Operator owns the right to interpret this Statement.

3. The Platform Operator owns the right to amend this Statement according to the business needs at any time, to make supplements and 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, this 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.