

CONTRACT

No: PS23001

Date: 16 May 2023

The Seller

Suwei Technology (Shenzhen) Co., Ltd.

素位科技（深圳）有限公司

**Place of incorporation/establishment
Address**

China

Room 1405, Nangang Commercial Building,
No. 142, Qianhai Road, Nanshan District,
Shenzhen, China

Telephone Number

+86 755 2665 6005

Fax Number

N/A

The Foreign Trade Agent

Chongqing Polysun International Trade Co., Ltd.

重庆保晟国际贸易有限公司

**Place of incorporation/establishment
Address**

China

Room 1405, Freetradebuliding
No. 8, Xiyuanbei Road, Shapingba District
Chongqing, China

Telephone Number

+86 23-67398635

Fax Number

+86 23-60369205

The Buyer

Universe Printing Holdings Limited

**Place of incorporation/establishment
Address**

Hong Kong

Flat A1, G/F, Block A,
Tsing Yi Ind. Centre, Phase I,
1-33 Cheung Tat Road, Tsing Yi,
Hong Kong

Telephone Number

+852 3460 5289

Fax Number

+852 3914 9217

This contract is made by and among Universe Printing Holdings Limited (as the Buyer), Suwei Technology (Shenzhen) Co., Ltd. (as the Seller) and Chongqing Polysun International Trade Co., Ltd. (as the Foreign Trade Agent) whereby the Buyer agrees to buy, the Seller agrees to sell and the Foreign Trade Agent agrees to provide necessary services to facilitate the import and export of the under-mentioned product according to the terms and conditions stipulated below.

1. Product

Product: Digital inkjet printing machine

Model: Jet Press 750S

Serial Numbers: 16320076 and 16720085

Manufacturer: FUJIFILM

Quantity: Two sets

Unit Price: HKD 9,350,000.00

Total Amount: HKD18,700,000.00

Shipping Terms: Cost, Insurance and Freight (CIF) Hong Kong Port

**2. Country of Origin OR
Manufacturers:** Japan / FUJIFILM

3. Packing: Sturdy packaging for long-distance marine and land transportation with appropriate sealing to withstand climate change, dampness, moisture, shock and rust. The Seller shall be solely liable for any damage to the Product and costs incurred because of an improper packing of the Product by the Seller.

4. Shipping Mark The Sellers shall mark on each package with fadeless paint the package number, gross weight, net weight, measurement and the wordings: "KEEP AWAY FROM MOISTURE", "HANDLE WITH CARE", "THIS SIDE UP", etc., and the shipping mark: N/M

5. Port of Shipment Shenzhen

6. Port of Destination: Hong Kong Port

7. Condition This contract shall be conditional upon the obtaining of the approval of the independent shareholders of Universe Printshop Holdings Limited (being the parent company of the Buyer, which is a company incorporated in the Cayman Islands with limited

liability with its shares listed on GEM of The Stock Exchange of Hong Kong Limited (stock code: 8448)) (the "**Listed Company**") in general meeting in respect of the transactions contemplated under this contract and the obtainment of relevant hire purchase facility from bank (the "**Condition**") within three (3) months from the date of this contract (the "**Long Stop Date**").

If the Condition is not fulfilled at or before 5:00pm (Hong Kong time) on the Long Stop Date, the Seller, the Foreign Trade Agent and the Buyer may agree in writing to postpone the Long Stop Date by up to three (3) months. If the Long Stop Date is not postponed or the Condition remains to be fulfilled by 5:00pm (Hong Kong time) on the postponed Long Stop Date, (i) the Seller and/or the Buyer may terminate this contract by written notice to the other parties; (ii) the Foreign Trade Agent for the Seller and/or the Seller shall return the Deposit (as defined in clause 10 below) in full to the Buyer in cash within five (5) calendar days after the Long Stop Date or the postponed Long Stop Date (as the case may be); and (iii) all obligations of the parties to this contract shall cease except customary surviving provisions and save for rights and liabilities of the parties which have already accrued before termination.

8. Expected date of delivery: Within 90 days from the date of approval of the independent shareholders of the Listed Company in general meeting in respect of the transaction contemplated under this contract

9. Insurance: To be covered by the Seller

10. Consideration and Payment terms:

- 1) 10% of the total amount, being HKD1,870,000 (the "**Deposit**"), shall be fully paid by the Buyer in cash to the Foreign Trade Agent for the Seller within five business days after signing this contract; and
- 2) 90% of the total amount, being HKD16,830,000, shall be fully paid by the Buyer in cash to the Foreign Trade Agent for the Seller when installation and testing of the Product and training of relevant staff for the operation of the Product are completed.

11. Warranty The Seller warrants that the Product shall be free from defects in materials and workmanship for a period of one year commencing from the completion of installation and testing of the Product and training of relevant staff for the operation of the Product.

During the warranty period, the Seller will be responsible for any service charges and material costs for repairing the Product and/or replacement of defective parts of the Product.

The warranty does not cover (i) damages caused by misuse, negligence, accident, or alteration of the Product by anyone other than the Seller or their authorized representatives; and (ii) normal wear and tear, routine maintenance, or consumable items.

The Buyer must promptly notify the Seller in writing of any defects in the Product covered by the warranty.

The Seller and their authorized representatives shall have the right to inspect the Product claimed to be defective before any repair or replacement is made.

The Seller shall not be responsible for any costs associated with removing or reinstalling the Product, or for any loss of revenue, profits, or other consequential damages arising from the use or inability to use the Product.

The warranty is the sole and exclusive remedy available to the Buyer for any defects in the Product.

12. Documents:

The following shipping documents shall be despatched to the Buyer by courier within two days after shipment:

- 1) a commercial invoice issued pursuant to this contract stating this contract number;
- 2) a packing list issued by the Seller;
- 3) a non-wooden package certificate issued by the Seller or an original statement made by the Seller to certify that each wooden package has been inspected by International Plant Protection Convention and stamped with "IPPC"; and
- 4) a telex release and bill of lading to consign and notify the Buyer's agent.

13. Responsibilities and liabilities of the parties

For the Seller:

The Seller shall be liable for any misrepresentations made to the Buyer regarding the specifications, quality, quantity, warranty or condition of the Product, and shall indemnify the Buyer for any resulting damages or losses which is up to 100% of the total consideration of the Product.

The Seller shall be liable for any delay or failure to deliver the Product as specified in this contract, unless such delay or failure is caused by events beyond their control. The liability shall be up to 5% of the total consideration for each week of delay, up to a maximum of 50% of the total consideration of the Product.

The Seller shall be liable for any loss or damage to the Product during transportation from their premises to the point of delivery, up to 100% of the consideration of the Product.

For the Foreign Trade Agent:

The Foreign Trade Agent is responsible for coordinating with the logistics companies to ensure the timely and safe delivery of the Product to the Buyer in Hong Kong and the collection of the consideration of the Product for the Seller.

The Foreign Trade Agent is responsible for providing the Seller and the Buyer with regular updates on the status of the export process, including any delays, issues, or changes to this contract. The Foreign Trade Agent shall be liable for any delay or failure to arrange for the shipment of the Product as specified in this contract, unless such delay or failure is caused by events beyond their control. The liability shall be up to 5% of the total consideration of the Product for each week of delay and a maximum of 20% of the total consideration of the Product.

The Foreign Trade Agent is responsible for ensuring compliance with all relevant laws and regulations related to the export of the Product from China to Hong Kong, including customs procedures and documentation requirements.

The Foreign Trade Agent shall be liable for any losses or damages incurred by the Seller as a result of the Foreign Trade Agent's breach of this contract or negligence or failure to fulfill its obligations under this contract which is up to 10% of the total consideration of the Product.

In addition and without prejudice to the liability of the Foreign Trade Agent in the preceding paragraph, the Foreign Trade Agent shall be liable for any fines, penalties, or other sanctions imposed by the relevant authorities due to the Foreign Trade Agent's failure to comply with the relevant laws and regulations. The Foreign Trade Agent shall be liable for any violation of laws or regulations related to the export of the Product from the country of origin to

the destination country, up to 100% of the total consideration of the Product.

The Foreign Trade Agent shall not disclose any confidential information regarding the Seller/Buyer or the transaction to any third party without the respective prior written consent of the Seller/Buyer.

The Foreign Trade Agent shall not engage in any activities that may create a conflict of interest with the Seller, including representing competing companies or engaging in personal business dealings with the Buyer.

For the Buyer:

The Buyer shall be liable for any delay or failure to take delivery of the Product as specified in this contract unless such delay or failure is caused by events beyond their control. The liability shall be up to 5% of the total consideration of the Product for each week of delay and a maximum of 20% of the total consideration of the Product.

14. Arbitration:

Any disputes in connection with this contract or the execution thereof shall be settled through amicable negotiations. In case no settlement can be reached, petition may then be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted by its South Sub-Commission in Shenzhen, China at the claimant's option in accordance with the CIETAC's arbitration rules in effect at the time of application for arbitration. The arbitral award will be final and binding upon all parties to this contract. Parties shall not seek recourse to a law court or other authorities to appeal for revision of the arbitral award. The arbitration fees shall be borne by the losing party unless otherwise awarded by CIETAC.

15. Confidentiality

All parties undertake to each other that they will not at any time hereafter use or divulge or communicate to any person other than to officers or employees or authorised representatives of the parties to this contract whose province is to know the same or on the instructions of the directors any confidential information concerning the business, finance or contractual arrangements or other dealings, transactions or affairs contemplated under this contract which may come to their knowledge and they shall use their best endeavours to prevent the publication or disclosure of

any confidential information concerning such matters by themselves, their respective employees and officers.

The obligations of each party shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by any such party of his / its said obligations, provided that nothing contained in this clause shall prevent any party from disclosing any such information (including but not limited to publication of announcement(s) and circular and submission(s) made by the Buyer (and/or the Listed Company) for the compliance with the requirements under the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited) to the extent required by applicable laws, regulations and rules or in connection with legal proceedings or otherwise required or requested by any competent authority or regulatory body in Hong Kong including The Stock Exchange of Hong Kong Limited arising out of this contract on any matter relating to or in connection with the buyer.

IN WITNESS WHEREOF this contract has been entered into the day and year first above written.

SIGNED BY)
)
For and on behalf of)
素位科技（深圳）有限公司)
in the presence of:)

SIGNED BY)
)
For and on behalf of)
重庆保晟国际贸易有限公司)
in the presence of:)

SIGNED BY YIP CHI MAN)
)
For and on behalf of)
Universe Printing Holdings Limited)
in the presence of:)



IN WITNESS WHEREOF this contract has been entered into the day and year first above written.

SIGNED BY

任莉

For and on behalf of

素位科技(深圳)有限公司

in the presence of:



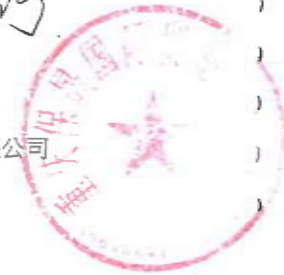
SIGNED BY

王明

For and on behalf of

重庆保晟国际贸易有限公司

in the presence of:



SIGNED BY YIP CHI MAN

For and on behalf of

Universe Printing Holdings Limited

in the presence of: