

Custom Parts and Labor Policy

This Custom Parts and Labor Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Custom Parts and Labor by the Customer, as further described in the applicable Order.

1. Product Description

The Order (or attached Scope of Work) specifies the parts and/or labor that Gaohong will install or complete for Customer.

2. Customer Responsibilities

Customer must provide Gaohong with all requested information in a timely manner or charges may apply even if Gaohong cannot complete the work. Customer must also obtain for Gaohong the consent of Customer’s subcontractors and third party providers if necessary for Gaohong to complete its obligations hereunder, including the right to use and access Customer’s Equipment and any third party software provided by Customer. Customer acknowledges that: (i) Gaohong’s sole obligation is to carry out the express instructions of Customer and if Gaohong cannot complete the work due to no fault of Customer, Gaohong will, at its option and as Customer’s sole remedy, either not charge Customer for the incorrect work performed or re-perform the work in accordance with Customer’s express instructions; and (ii) the parts and labor specified are an estimate and Customer will be obligated to pay the charges set forth in the Order even if Gaohong completes the work with less parts or labor than initially determined.

3. Miscellaneous

At the conclusion of the work, Customer will own all custom parts specified in the Order, including those that are provided by Gaohong or third parties on Customer’s behalf and they will be considered Customer Equipment for purposes of the MCA unless the Order specifically designates that Gaohong will own such parts.