



Water Wave®

TERMS & CONDITIONS

WATER WAVE LIMITED with address in Number 21 Jianshan Road, Jianshancun, Lanjiang Jiedao, Lanxi City , Jinhua, Zhejiang Province , China. Will use the personal data collected in this web (www.waterwave.com.cn), social media (Facebook, Twitter, Instagram and LinkedIn), as well as all electronic media like email, SMS, Whatsapp, phone, fax and in any documents that could be given to prospect clients, suppliers, strategic allies and any other person to contact, resolve doubts, enquiries, give services that they hired with Water Wave in order to send promotion, information of interest and in general to communicate with our clients and the general public.

For more information regarding the personal data and the rights you can use please access our privacy agreement on the following link.- www.waterwave.com.cn/avisodeprivacidad.

How we work?

Water Wave Limited, offers, among others, services of production, design, trading, logistics, import, export, sales, promotional articles planning, machinery and general products of different industries. These services can be requested through email and the contact sheet on our website (www.waterwave.com.cn) where all the information needed to provide the service is located.

It is important to mention that any information that the client share with us, will be use to provide quotations, samples, sourcing and investment proposals. The client will be soly responsible of the veracity and quality of the provided information. In Case that Water Wave realizes of any mistake or omision, we will contact the client by email or any other method in order to solve the issue before any work or payment has been done.

WaterWave keeps a policy of confindentiality, privacy and secrecy with our clients information. All the provided information will be kept safe according to the best practices and existent policies.

OUR TERMS AND CONDITIONS

Once we recive your enquiry, purchase order, brief or any other communication. WaterWave will follow up as soon as possible all communications and once a quotation or "INVESTMENT PROPOSAL" we will issue a "PROFORMA INVOICE" which should be consider as a final quotation. Always under the protection of the final sent and accepted INVESTMENT PROPOSAL.

This quotation/proposal is in accordance with the enunciated but not limited terms of the "PROFORMA INVOICE" or the "INVESTMENT PROPOSAL".

This quotation is liable to:

1. Prior to a final acceptance by Water Wave Limited that all data within is correct and confirmed.
2. Agreeable to accept the Purchase order by Water Wave Limited.
This quotation replaces any other quotation with different date that refers to the same product or same customer.
3. This quotation is valid for 10 (ten) working dates.
4. The date of delivery is clearly stated on working dates.
5. This agreement (contract) of purchase and sale will be effective once the buyer accepts the terms and condtions of the "Investment Proposal," and/or the "Proforma Invoice."
6. In case the Purchaser/Customer decides to limit, modificate quantity and quality of products, change prices, or the payment and even change the place and date of delivery or deliveries stated in the "Investment Proposal," or "Proforma Invoice" as well as the responsibilities of both parties involved, Water Wave Limited will inmediately cease the "Investment Proposal," or "Proforma Invoice" without further notice. Water Wave Limited will, then, submit a new



“Investment Proposal” or “Proforma Invoice” to the Purchaser/Customer in order to agree on the new terms and general conditions.

OBLIGATIONS

7. The Purchaser/Customer is under obligation to pay, in due time, Water Wave Limited the quantities mentioned in the “Proforma Invoice” as follows:
8. A 30% downpayment will be made by The Purchaser/Customer and the balance of the total of the “Proforma Invoice” will be paid in accordance with the INCOTERMS selected by the Purchaser/Customer in the “Proforma Invoice.” Such INCOTERMS refer to:
 - A) CIF and FOB delivery of Bill of Lading - physical paper or digital format.
 - B) DDP delivery of Invoice – physical paper or digital format. In case of unfulfillment of payment of balance, a 3.5% will be charged monthly of that unpaid balance until the total amount due is full covered.
9. Water Wave Limited will honor the purchase and sale agreement of the “Proforma Invoice” in terms of the INCOTERMS agreed.
10. Should the Purchaser/Customer fails to fulfill the purchase and sale agreement of the “Proforma Invoice” Water Wave Limited will not be held responsible in any way.
11. Once the Purchaser/Customer has agreed to the general terms and general conditions of the “Proforma Invoice,” as well as the sample for production approved by the Purchaser/Customer, the Purchaser/Customer renounces his/her claim to the documents previously approved including the quality, quantity of product, size of product, INCOTERMS, date of delivery, date of payments, insurance, prices or any other that may apply.
12. Quality Control of the product will be subject to the AQL stated in the “Proforma Invoice.” All sort of interpretation regarding the quality of the product will be conducted in terms of the specifications of the sample previously approved by the Purchaser/Customer.
13. 10 (ten) working days will be allowed to express any sort of concern, claim of the product once goods have arrived to final destination/premises. This complaint can be done in writing or using e-mail to Water Wave Limited. The quality of product will be subject to the AQL specifications stated in the “Proforma Invoice,” or in case Water Wave Limited is held responsible for any inconvenience caused.
14. In the event that the Purchaser/Customer wish to have a physical revision of the delivered product, within the period that is mentioned above, through one of the representatives of Water Wave Limited, this will be arranged in five (5) working days after having received in writing of such notification. Water Wave Limited will send the Purchaser/Customer the cost of the revision, and if it is accepted by both parties, the revision will be conducted. In case the result of the revision is not favourable to the Purchaser/Customer side, or it is confirmed that has not overstepped the percentage of defects agreed on the AQL of the Proforma Invoice, the Purchaser/Customer will immediately pay in full Water Wave Limited the cost of the revision previously approved.
15. The Purchaser/Customer is free to inspect the production as long as all cost of such inspection is covered by the Purchaser/Customer, and the Confidentiality Agreement (NDA) is signed and carried out in strict compliance by the Purchaser/Customer.
16. The delivery time indicated on the Proforma Invoice will be uniquely and exclusively effective only if the following documents are received:
 - a) Purchase Order
 - b) The complete set of Arts
 - c) Downpayment
 - d) Acceptance in writing of the sample or samples for production by the Purchaser.



Water Wave®

17. Water Wave Limited reserves the right to revoke the Investment Proposal at any time whilst the above documents and downpayment has not been received.
18. The Purchaser/Customer declares that poses the necessary permission, licenses to use and operate the Arts, and that has the reserved right of the intellectual and/or industrial property that will be used to produce products by Water Wave Limited according to the Purchase Order. Thus, the Purchser/Customer is accountable for taking out Water Wave Limited in peace and safe for any complaint, accusation, infringement, civil lawsuit, or administrative, criminal lawsuit that takes part in Mexico or in any other country of the world, no matter how the extent, the jurisdiction, the territoriality, and the selection of the legal team that would represent Water Wave Limited. It is understood that the Purchaser/Customer will take care of all the expenses regarding the fees, conviction expenses, indenminizacion, exchange or any payment as a result of this clause.
19. This contract is not to be intrerpetrated in any way to confer Water Wave Limited or The Purchaser/Customer the right of intelectual or industrial property, no labour nor any other than the commercial relationship of this agreement.