

TERMS OF SERVICE

Document Ref: PROC-TOS-2026-V1.0 Organization: Procubility Limited

1. ACCEPTANCE OF TERMS

By engaging Procubility Limited ("Procubility," "we," "us," or "our") for supply chain orchestration, procurement consulting, or quality assurance services, you ("Client") agree to be bound by these Terms of Service (the "Terms"). These Terms govern all interactions, quotations, and project executions facilitated through our platforms or via formal agreement.

2. NATURE OF THE ORCHESTRATION MODEL

Procubility acts as an independent supply chain orchestrator. Our primary function is to manage the flow of information, material specifications, and quality standards between the Client and third-party manufacturing partners.

- **Agency Status:** Unless explicitly stated in a signed purchase agreement, Procubility is not a manufacturer, seller, or principal party to the sale of goods. We act as an agent and project manager.
- **Supplier Vetting:** We exercise due diligence in vetting suppliers. However, Client assumes final responsibility for the selection of any manufacturing partner.

3. SCOPE OF SERVICES AND DELIVERABLES

Our services are defined in specific Project Quotations or Statements of Work (SOW). Any request for services outside the defined scope must be negotiated as a separate project. Procubility reserves the right to modify service methodologies to better align with prevailing international trade regulations (such as CSDDD or CBAM requirements) without prior notice, provided such modifications do not fundamentally alter the service value.

4. PAYMENT AND FINANCIAL TRANSPARENCY

- **Transparent Billing:** Procubility operates on a fee-for-service model. All fees, including project retainers, commissions, and management fees, are disclosed at the initiation of the project.
- **Disbursement:** The Client is responsible for all direct costs associated with manufacturing and logistics, including raw materials, testing fees, duties, and freight.
- **Late Payments:** Invoices are payable within [30] days. Overdue balances accrue interest at a rate of 1.5% per month. Failure to remit payment may result in the suspension of all orchestration activities, including the release of shipments or technical documentation.

5. QUALITY ASSURANCE AND THE "KILL-GATE" PROTOCOL

Procubility provides quality inspection services based on the ANSI/ASQ Z1.4 standard.

- **Liability Limitation:** Our inspection acts as a "Kill-Gate" for production quality. However, Procubility cannot guarantee the discovery of latent manufacturing defects that are not detectable through standard AQL sampling protocols.
- **Correction:** Procubility's responsibility in the event of a quality failure is limited to facilitating the Corrective and Preventive Action (CAPA) process with the factory. We are not liable for production delays or consequential damages arising from quality failures.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- **Client IP:** All technical documentation (blueprints, CAD, BOM) remains the property of the Client.
- **Protection Obligations:** Procubility commits to using secure, encrypted channels for file handling. While we implement NNN (Non-Disclosure, Non-Use, Non-Circumvention) agreements with factories, Procubility is not liable for acts of intellectual property theft perpetrated by third-party suppliers, provided Procubility has fulfilled its due diligence obligations.

7. FORCE MAJEURE AND TRADE DISRUPTION

Procubility is not liable for delays or failures in performance resulting from events beyond our reasonable control, including but not limited to: pandemics, geopolitical conflicts, port strikes, government-imposed export restrictions, or global logistics disruptions. In the event of such a disruption, Procubility will make every commercially reasonable effort to pivot the supply chain to a viable alternative.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Procubility's total cumulative liability for any claim arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total amount of fees paid by the Client to Procubility for the specific project in which the claim originated. Procubility shall not be liable for any indirect, incidental, or consequential damages.

9. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Any dispute, controversy, or claim arising out of or relating to these Terms shall be settled by binding arbitration administered by the Hong

Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Administered Arbitration Rules in force at the time of the notice of arbitration.

10. ETHICAL GOVERNANCE

Procubility adheres to a strict Anti-Bribery and ESG compliance framework. The Client agrees to comply with all applicable anti-corruption laws. Any request by the Client to circumvent standard ESG or anti-corruption procedures constitutes a material breach of these Terms, warranting immediate termination of all ongoing services.