EXPORT PRODUCTS LIABILITY INSURANCE POLICY

出口产品责任险保险单

Policy No. /保单号：12905866800281918968

This Policy comprises mainly the Schedule, Scope of Cover, Exclusions, Treatment of Claim, Insured's Obligations, General Conditions, and Special Provisions, including also the Proposal of insurance together with its attachments as well as any additions to be made, from time to time, by the Company in the form of Endorsement.

本保险单内容主要包括明细表、责任范围、除外责任、赔偿处理、被保险人义务、总则、特别条款等。本保险单还包括投保申请书及其附件，以及本公司今后以批单方式增加的内容。

WHEREAS THE INSURED named in the Schedule hereto has made to Ping An Property & Casualty Insurance Company of China (hereinafter called “the Company”) a written Proposal which together with any other statements made by the insured for the purpose of this Policy is deemed to be incorporated herein and has paid to the Company the premium stated in the Schedule.

NOW THIS POLICY OF INSURANCE WITNESSES that subject to the terms and conditions contained herein or endorsed hereon the Company shall indemnify the Insured for the loss or damage sustained insured machinery and equipment during the period of insurance stated in the Schedule in the manner and to the extent hereinafter provided.

鉴于本保险单明细表中列明的被保险人向中国平安财产保险股份有限公司（以下简称“本公司”）提出书面投保申请和有关资料（该投保申请及资料被视作本保险单的有效组成部分），并向本公司缴付了本保险明细表中列明的保险费。

本公司同意按本保险单的规定负责赔偿在本保险单明细表中列明的保险期限内被保险人依法对第三者应承担的经济赔偿责任，并特立本保险单为凭。

PING AN PROPERTY & CASUALTY
INSURANCE COMPANY OF CHINA, LTD.
NINGBO BRANCH
中国平安财产保险股份有限公司
宁波分公司

Date of Issue: July 1, 2026

制单日期：2026 年 7 月 1 日

Issuing Address: Ningbo, China

制单地点：中国宁波

SCHEDULE
明 细 表

Type: **险种:**	Export Products Liability Insurance 出口产品责任险
Insured: **被保险人:**	Taizhou Kolego Hardware Products Co., Ltd. 台州高乐高五金制品有限公司
Policy number: **保单号:**	12905866800281918968 12905866800281918968
Address: **地址:**	Xirongqi Industrial Zone, Yongquan Town, Linhai City, Taizhou City, Zhejiang Province 浙江省台州市临海市涌泉镇西戎旗工业区
Business Nature: **业务性质:**	Manufacturing 制造业
Policy Period: **保险期限:**	12 Months, From 00:00 on July 2, 2026 to 24:00 on July 1, 2027 12 个月，2026 年 7 月 2 日 0 时起至 2027 年 7 月 1 日 24 时止
Estimated Annual Turnover: **预估年销售额:**	CNY 20,000,000 20,000,000 人民币
Scope of Cover: **保险责任范围:**	To indemnify the insured against all sums which the insured shall become legally liable to pay for compensation to third party in respect of bodily injury and/or Property Damage arising from accidents happening in connection with products manufactured, sold, handled, distributed and supplied by the Insured or under the Insured's name 赔偿由于被保险人所生产、出售的产品或商品在承保区域内发生事故，造成使用、消费或操作该产品或商品的人或其他任何人的人身伤害、疾病、死亡或财产损失，依法应由被保险人承担的赔偿责任
Limit of Indemnity: **赔偿限额:**	Compensation limit per person per accident CNY 200,000 Compensation limit for property damage per accident CNY 1,000,000 Aggregate Limit of Indemnity CNY 20,000,000 Compensation limit for medical expenses per accident CNY 500,000 Compensation limit for each accident CNY 2,000,000 每次事故每人赔偿限额 200,000 人民币 每次事故财产损失赔偿限额 1,000,000 人民币 累计赔偿限额 20,000,000 人民币 每次事故医疗费用赔偿限额 500,000 人民币 每次事故赔偿限额 2, 000,000 人民币
Insured Product: **承保的产品名称:**	Faucet 水龙头

Trigger: **承保方式:**	Occurrence Basis，Sunset Period End Date: July 1, 2027 at 24:00:00 本保单采用事故发生制，日落期至 2027 年 7 月 1 日二十四时止。
Deductible: **免赔:**	This insurance has an absolute deductible of ¥2000 per accident or 20% of the loss amount, whichever is higher. 本保险对每次事故绝对免赔 2000 元或损失金额的 20%，以高者为准。
Rate: **费率:**	0.2% on Estimate Annual Turnover 按预计销售额的 0. 2%
Deposit Premium: **预收保费:**	CNY 40,000 40000 人民币
Minimum Premium: **最低保费:**	CNY 40,000 40000 人民币
Territorial Limit: **销售区域:**	Worldwide (excluding USA and Canada) 全球（不含美加）
Jurisdiction: **司法管辖:**	This policy is governed by the law of Worldwide excluding USA and Canada 世界司法（不含美加）
Special Agreement:	1. Prohibition on Unauthorized Use of Insurer's Branding: The Policyholder, the Insured, and any beneficiary under this policy shall not, without authorization, use branding elements such as "China Ping An," "Ping An," or "Ping An Insurance" for advertising purposes, business promotion, or similar activities. If such use is required, prior written consent from the Insurer must be obtained, and all promotional materials and related content must be submitted to the Insurer for approval in advance. Failure to comply with these requirements shall entitle the Insurer to terminate this policy and demand that the Policyholder, the Insured, and/or any beneficiary: (1) Immediately cease all promotional activities related thereto and take active measures to eliminate any adverse impact caused to the Insurer; (2) Pay a one-time liquidated damages amount of RMB 500,000 (in words: Five Hundred Thousand Chinese Yuan Only); and (3) Provide additional compensation if the above-mentioned amount is insufficient to cover the Insurer's actual losses. Furthermore, the Policyholder, the Insured, and any beneficiary shall bear full legal responsibility for their own actions. Anti-False Advertising Clause (1): Both parties acknowledge and agree to strictly comply with relevant laws of the People's Republic of China, including but not limited to the "Copyright Law," "Trademark Law," "Patent Law," "Anti-Unfair Competition Law," as well as applicable provisions of contract law and advertising law concerning intellectual property rights. Both

	parties have the right to use or promote matters agreed upon in this contract within the scope and manner specified, provided that such use or promotion does not involve any confidential content stipulated in this contract. Anti-False Advertising Clause (2): To prevent risks such as trademark infringement and misleading publicity, both parties agree that prior written approval from the other party must be obtained before using trademarks, brand names, enterprise names, or similar identifiers for promotional purposes. Any such use or promotion without prior written consent is prohibited. Both parties hereby commit to promptly respond to and consider reasonable requests from the other party regarding the appropriate use or promotion of cooperative matters. Both parties acknowledge that utilizing another party's trademarks, brand names, enterprise names, etc., for commercial promotion without prior written consent, fabricating cooperation matters, or exaggerating the scope, content, effectiveness, scale, or extent of the cooperation constitutes a breach of this contract. Such acts may also amount to unfair competition due to false advertising. The non-breaching party or the infringed party reserves the right to pursue corresponding legal liabilities. 2. The product models insured under this Policy shall be faucets, with specific model details provided in the attached appendix titled "高乐高 KOLEGO 水龙头清单". 3. This policy is underwritten based on the Insured's estimated annual sales. In the event of a loss, if the enterprise's actual sales exceed the estimated sales (calculated as the monthly estimated average sales multiplied by 12 months), the indemnity payable within the agreed limit of liability under the policy shall be adjusted in proportion to the ratio of the estimated sales to the actual sales. 1. 投保人、被保险人及本保单受益人不得擅自将“中国平安”、“平安”、“平安保险”等保险人品牌内容用于广告宣传或业务推销等；若需使用，需经保险人书面授权，并事先将宣传样本等有关内容提交保险人确认。否则，保险人有权解除合同，并要求投保人、被保险人及本保单受益人（1）立即停止一切有关宣传活动，积极消除对保险人造成的不良影响；（2）向保险人一次性支付违约金人民币 50 万元（大写：人民币伍拾万圆整）；（3）不足以弥补保险人损失的，还应另外予以赔偿。同时，投保人、被保险人及本保单受益人应对其自身行为承担全部法律责任。 反虚假宣传条款（1）：合同双方均清楚并愿意严格遵守中华人民共和国《著作权法》、《商标法》、《专利法》、《反不正当竞争法》等知识产权类、合同法及广告法等相关法律的规定，双方均有权就本合同所约定事项以约定方式在约定范围内进行真实、合理的使用或宣传，但不得涉及合同所约定的保密内容。

	反虚假宣传条款（2）：为避免商标侵权及不当宣传等风险的发生，合同双方均同意，在使用对方的商标、品牌、企业名称等进行宣传前，均须获得对方事先的书面认可，否则，不得进行此类使用或宣传。双方在此承诺，会积极响应对方提出的就合作事项的合理使用或宣传申请。双方均承认，未经对方事先书面同意而利用其商标、品牌及企业名称等进行商业宣传；虚构合作事项；夸大合作范围、内容、效果、规模、程度等，均属对本合同的违反，并可能因虚假宣传构成不正当竞争，守约方或被侵权人将保留追究相应法律责任的权利。 2. 本保单承保的产品型号为水龙头，具体产品型号详见附件“高乐高 KOLEGO 水龙头清单”。 3. 本保单按被保险人预计年销售额投保，出险后，若企业实际销售额高于预计销售额（根据月预计平均销售额，按 12 个月计算年销售额），按预计销售额与实际销售额的比例在保险单约定的赔偿限额内赔付。

Note: The English insurance policy /terms and conditions has/have no legal effect and is for reference only. Please refer to the Chinese insurance policy/terms for accuracy.
注：英文保单(条款)不具有法律效力，仅供参考，请以中文保单(条款)为准。

Ping An Property & Casualty Insurance Company of China, Ltd.

Ping An Product Liability Insurance Clauses

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General Provisions

Article 1 The insurance contract incorporates insurance clauses, application forms, policies, insurance certificate and endorsements. Any agreement related to the insurance contract shall be in written form.

Article 2 All kinds of government organs, enterprise and state-owned enterprises, individual economic organizations and other organizations in the People's Republic of China can become the Applicant, the Insured under this insurance contract.

Coverage

Article 3 The Insurer shall indemnify the Insured in accordance with this insurance contract for the indemnity economically borne by the Insured under the laws of the People's Republic of China (excluding the laws of Hong Kong, Macao and Taiwan area) for the personal injury or death or property loss to the person using, consuming or operating the product or commodity (hereinafter referred to as "Insured Product or Commodity") produced and sold by the Insured and specified in the policy or any other personnel arising from the accident occurred in the policy territory during the policy period or the retroactive period specified in the insurance contract, provided that the victim lodges a claim for indemnity against the Insured for the first time during the policy period.

Article 4 After the occurrence of an insured event, if the Insured is brought a suit or applied for arbitration upon occurrence of an insured event, the Insurer shall also be liable for the arbitration or litigation costs payable by the Insured and any necessary and reasonable legal expenses which is subject to the prior written approval of the Insurer according to this insurance contract.

Exclusions

Article 5 The Insurer shall not indemnify the losses, expenses and liabilities due to the following causes:

(I) Intentional acts or gross negligence of the Applicant, the Insured and their representatives;

(II) War, hostilities, military actions, armed conflicts, strikes, riots, insurrection, terrorist activities;

(III) Nuclear radiation, nuclear explosion, nuclear pollution and other radioactive pollution;

(IV) Air pollution, land pollution, water pollution and other pollutions;

(V) Administrative or judicial acts;

Article 6 The Insurer shall not indemnify the following losses, expenses and liabilities:

(I) Personal injury or death of the Insured or its employee and loss of property owned or managed by them;

(II) Liability to be assumed by the Insured under the agreement other than the operating contract, except the liability to be assumed without such agreement;

(III) Penalties, fines, and punitive indemnity;

(IV) Mental damage indemnification;

(V) Indirect loss;

(VI) Claims that have been known or can be reasonably foreseen by the Applicant and the Insured before applying for insurance;

(VII) Loss of the insured product or commodity;

(VIII) Loss of return and recovery of the product;

(IX) The Insured's product is used by other manufacturers to form of goods or products of other parts, because the Insured's product's defect, deficiencies or dangerous situation fail to reach the intended use, leading to the loss of other goods or products cannot be used and discarded or losses must be replaced parts, but the Insured's product in intended use after sudden and unexpected material damage caused by the loss of other goods or products are not affected by this exclusion;

(X) Liability for damage to aircraft or ship caused by the insured product or commodity;

(XI) Deductible specified in this insurance contract, deductible amount calculated according to deductible rate;

(XII) Loss, expense or liability caused by the product or commodity produced and sold prior to the retroactive period (or prior to the policy period, in case of no retroactive period specified in the insurance contract).

Article 7 The Insurer shall not indemnify other losses, expenses and liabilities not included in the scope of coverage.

Limit of Indemnity and Deductible (Rate)

Article 8 The limit of indemnity, including limit of indemnity per accident, limit per accident per person, limit of indemnity for personal injury or death per accident, limit of indemnity for property losses per accident and aggregate limit of indemnity, shall be determined by the Applicant and the Insurer through negotiation and specified in the insurance contract.

Article 9 The deductible (rate) per accident shall be determined by the Applicant and the Insurer through negotiation at reaching the insurance contract and specified in the insurance contract.

Policy Period

Article 10 Unless specified otherwise, the policy period shall be one year, the time of commencement and termination being subject to the stipulation in the insurance policy. **If the retrospective period is not specified in the insurance contract, there is no such a retrospective period.**

Premium

Article 11 When entering into an insurance contract, the Insurer shall collect the premium in advance according to the estimated sales of the Insured during the policy period. Upon expiration of the insurance period, **the Insured should notify the Insurer of the actual sale amount within the insurance period in written inform** as the basis that calculates actual insurance premium. **If the actual premium is higher than the prepaid premium, the Insured shall pay the difference**; conversely, if the premium be collected in advance is higher than actual premium, the Insurer shall refund the difference, **but the premium cannot be less than the premium specified in the insurance contract.**

The Insurer has the right to require the Insured to provide data of actual sales within a certain period at any time during the period of insurance. The Insurer shall also be entitled to have its officers inspect the relevant books or records of the Insured and verify the above data.

Obligations of the Insurer

Article 12 The Insurer shall issue the policy or other insurance certificates in a timely manner after the establishment of the insurance contract.

Article 13 According to the insurance contract, if the Insurer deems the evidence or materials provided by the Insured incomplete, the Insurer shall timely notify the Applicant and/or Insured to supplement all additional documents once for all.

Article 14 The Insurer shall, in a timely manner after the receipt of a claim for payment of the insurance benefits from the Insured, ascertain and determine whether the claim is within the liability of the Insurer; for a complicated case, the Insurer shall make decision as quickly as possible after the complete information of the claim is collected.

The Insurer shall notify the Insured of the decision and fulfill the obligation of payment of insurance benefit within ten days after reaching the agreement with the Insured if the event falls within the coverage of the policy. If the time limit for indemnity is specifically stipulated in the insurance contract, the Insurer shall make payment within such time limit. If the event is not covered in this policy, the Insurer shall issue the Insured a rejection letter of indemnity and explain reasons within three days from date of making decision in accordance with the provisions of the preceding paragraph.

Article 15 The Insurer shall pay in advance the amount determined by the proof or documents on hand if the payment amount cannot be finally determined within sixty days from such reception of the Insurer; the Insurer shall pay the remaining amount to the Insured after the final amount is adjusted.

Obligations of the Applicant and the Insured

Article 16 When entering an insurance contract, the Applicant shall make true representations if the Insurer makes inquiries on the subject-matter insured or the Insured.

If the Applicant fails to comply with the obligations of making truthful representations aforementioned due to willful act and/or gross negligence, which may affect the Insurer's decision as to whether he accepts the risk or raises the premium rate, the Insurer has the right to cancel the insurance contract.

The Insurer's right to terminate an insurance contract aforementioned is void if not exercised by the Insurer within thirty days after acknowledgement of any events triggering termination of this policy. This right is also void after two years of the establishment of an insurance contract and the Insurer shall be liable for indemnifying the insurance benefit in respect of an insured event.

If the Applicant willfully fails to comply with the obligations of making honest disclosure, the Insurer shall not be liable for any loss of or damage to the item insured prior to the cancellation of the policy, but premium shall be refunded.

If the Applicant fails to comply with the obligations of making true disclosure due to gross negligence, leading to serious impact on the occurrence of the insured event, the Insurer shall not be liable for any indemnity to the insured event prior to the cancellation of the policy, but the premium shall be refunded.

The Insurer shall not terminate the insurance contract if he has already known when contracting that the Applicant fails to give representations in truth. In the case of an insured event occurs therefore, the Insurer shall bear the liability to indemnify the insurance benefits.

Article 17 Unless otherwise agreed, the Applicant shall pay the premium in a lump sum prior to the date of commencement of the insurance liability; where the Applicant fails to pay the premium as agreed, the insurance contract shall not become valid.

The Applicant shall pay the premium in accordance with this insurance contract on time if the premium is paid in installment. **Where the Applicant fails to pay the premium as specified in the insurance contract, the Insurer may cancel the insurance contract.**

Article 18 The Insured shall observe the relevant laws, regulations related to product, quality and

safety stipulated by the national and local authorities, strengthen management, and take reasonable preventive measures to avoid or mitigate occurrence of insured event with best efforts.

The Insurer has the right to inspect whether or not the Insured has fulfilled the aforementioned obligations, and make suggestions in writing to the Applicant or the Insured on eliminating unsafe factors and risks, and the Applicant and the Insured shall put into practice seriously. The Insurer's inspection aforementioned shall not be held as any admission to the Insured.

If the Applicant or the Insured fails to comply with the above security obligations, the Insurer has the right to charge additional premium or terminate the insurance contract.

Article 19 During the period of insurance contract, if the Insured produces and sells certain new product or the chemical component or production design of the insured product or commodity is changed, thus causing the substantial increase of severity of risk of the subject-matter insured, the Insured shall timely notify the Insurer, and the Insurer is entitled to charge additional premium or terminate this insurance contract.

If the Insured fails to comply with the obligation of notification aforementioned, the Insurer shall not be liable for the insured event due to the substantial increase of risk of the subject-matter insured.

Article 20 After knowing the occurrence of the insured event, the Insured shall:

(I) Take necessary and reasonable measures to prevent or mitigate the losses, **otherwise, the Insurer is not liable for indemnify of the exaggerated losses;**

(II) Notify the Insurer timely of the causes, process and losses of the insured event in written form; **if the Insured intentionally or gross negligently fails to timely notify, resulting in the difficulty for ascertaining the nature, causes and loss severity of the insured event, the Insurer shall not bear the liability for payment of insurance benefits for the parts the Insurer cannot determined**, except the case that the Insurer has timely known otherwise or should know the occurrence of the insured event;

(III) Protect the scene of the insured event, allow and assist the Insurer to conduct the accident survey. T**he Insurer will not pay for any loss of which the Insurer is incapable of verifying the cause or confirming the loss condition if the Insured refuse or hinder the Insurer from investigating.**

(IV) For the insured event involved in violating laws or committing crimes, report to a public security organ in time; **otherwise, the Insurer shall not be liable for the exaggerated losses.**

Article 21 The Insured should notify the Insurer promptly when it received the claim of victim for indemnity. Without the written permission of the Insurer, the Insurer is not restricted by any commitment, rejection, offer, agreement, payment or indemnity that the Insured made to the victim. The Insurer has the right to re-check the amount of indemnity voluntarily committed or paid by the Insured, and the Insurer is not liable for any indemnity beyond the scope of coverage or exceeding the limit of indemnity. During the settlement process of any claim whose ultimate liability shall be borne by the Insurer, the Insurer has the right to handle independently. And the Insured is obliged to provide the Insurer with any information and assistant with its best effort.

Article 22 The Insured should immediately notify the Insurer about the possible arbitration, litigation in written form when it learned that there may be any lawsuit or arbitration; and should promptly send relevant copies to the Insurer when it received a court summons or other legal documents. The Insurer has the right to deal with lawsuit or arbitration matter in the name of the Insured, and the Insured should provide the relevant documents and necessary assistance.

The Insurer shall not indemnify the Insured in respect of the exaggerated losses caused by failure to give a notice or provide necessary assistance in time.

Article 23 The Insured should provide the following evidences and information to the Insurer as claiming for indemnity:

(I) Original policy;

(II) Claims application filled by the Insured or its representatives;

(III) Materials related to the claim lodged by the victim to the Insured;

(IV) In case of personal injury of the victim, including original medical records, diagnosis certificate, medical expenses receipt and certificate of injury degree; in case of disability, certificate of disability degree of the victim issued by medical institution with disability assessment qualification as required by the relevant laws and regulations; in case of death of the victim, death certificate issued by the public security organ or medical institution;

(V) In case of loss of the victim's property, including: list of loss and expenses;

(VI) Compensation Agreement or Settlement Agreement signed between the Insured and the victim; in case that the case has been judged or arbitrated, the written judgment or arbitration award shall be presented;

(VII) Any other evidences and materials provided by the Applicant and the Insured to identify the nature and cause of the insured event and the extent of loss.

In the event that the Insurer is unable to verify the losses as a result of the Insured's failing to fulfill the obligation of providing claim documents stipulated in the preceding paragraph, the Insurer is not liable for indemnity of the parts which the Insurer cannot determine.

Article 24 If a defect found in the insured product or commodity indicates or foresees the existence of a similar defect in another insured product or commodity, the Insured shall immediately investigate and correct the defect at his own expense; otherwise, all losses caused by such defect shall be borne by the Insured.

Treatment of Claim

Article 25 The Insurer's indemnification is based on the Insured's liability determined in one of the following ways:

(I) Negotiation between the Insured and the victim who submit the claim for indemnity with the consent of the Insurer;

(II) Award of the arbitration institution;

(III) Judgment of the people's court;

(IV) Other means approved by the Insurer.

Article 26 If the Insured caused damages to the victim and has not indemnified the third party, the Insurer shall not pay the insurance benefit to the Insured.

Article 27 In case of loss covered in the scope of the insuring agreement, the Insurer shall calculate the amount of the indemnity according to the following methods:

(I) **For any loss arising from each event, the insurer shall calculate the amount of indemnity within the Limit of Indemnity per event, in which the amount of indemnity for each person shall not exceed the Limit of Indemnity per person per event, the amount of indemnity for bodily injury or death of more than one person per event shall not exceed the Limit of Indemnity for bodily injury or death per event per event, the amount of indemnity for property loss of more than one person per event shall not exceed the Limit of Indemnity for property loss per event, and the amount of indemnity for legal expenses per event shall not exceed 10% of the Limit of Indemnity per event,** unless otherwise provided in the contract.

Bodily injury, illness or death or property loss of more than one person caused by the same reason taking place in the same lot or product shall deem as the loss being caused by one insured event.

(II) On the basis of calculation in accordance with paragraph (I) of this Article, the Insurer shall make indemnity after deducting the deductible (rate) per accident;

(III) During the policy period, the total amount of Indemnity of several events indemnified

by the insurer, based on Article 3 and 4, shall not exceed the aggregate limit of indemnity.

Article 28 In case of the occurrence of the insured event, if the Insured's losses can be indemnified under other insurance which has the same coverage as this insurance contract, the Insurer shall bear the liabilities for indemnity as per the proportion of the limit of indemnity of this insurance contract to the total limit of indemnity of other insurance contracts and this one.

The Insurer shall not advance the amount payable by other insurer(s). If the Insurer has paid more than his prorata share due to the Insured's failure of informing the Insurer, the Insurer is entitled to claim for the portion paid in excess.

Article 29 In the event that the losses within the insurance liability shall be indemnified by related responsible party, the Insurer may from the date when the Insurer pay the insurance benefits to the Insured, within the scope of indemnity, subrogate the Insured's right against related responsible party for indemnity, and the Insured should provide the Insurer with necessary documents and knowing information.

If the Insured has already obtained insurance benefit from the responsible party, the Insurer shall pay the amount of indemnity after deducting such obtained amount.

If the Insured waives the right of claiming for indemnity against the responsible party after the occurrence of the insured event and before the Insurer making the indemnity, the Insurer is not liable for indemnity; If the Insured, without the Insurer's consent, waives the right of claiming for indemnity against the responsible party after indemnity is made by the Insurer, the waiver of the Insured shall be regarded as invalid; The Insurer may deduct or request the Insured to refund the corresponding amount if the Insurer is not able to exercise the right of claiming for indemnity by subrogation due to the Insured's intentional misconduct or gross negligence.

Article 30 The Insurer's actions such as acceptance of claim notification, spot investigation, claim verification, participation in lawsuit and/or providing suggestions to the Insured shall not be hold as admission to liability for indemnity.

Dispute settlement and applicable laws

Article 31 Disputes arising from the execution and performance of the insurance contract shall be settled through negotiation between the parties hereto. Should no settlement be reached, the case in dispute shall be submitted to the arbitration institution specified in the policy; where no arbitration institution is specified in the policy or no arbitration agreement is reached after disputes, either party hereto may bring litigation to the people's court within the territory of the People's Republic of China (excluding Hong Kong, Macao and Taiwan).

Article 32 Any dispute with regard to the insurance contract should apply the laws of P. R.China (excluding the laws of Hong Kong, Macao and Taiwan area).

Miscellaneous

Article 33 The Applicant and the Insurer may amend the contents of the insurance contract subject to mutual agreement.

Should there be any amendments to the insurance contract, the Insurer shall endorse the original policy or any other insurance certificates, or issue an endorsement slip attached to the policy or insurance certificates, or conclude a written agreement of amendment with the Applicant.

Article 34 The Applicant may request cancellation of the Policy at any time, and the Policy shall be canceled from p.m. 12 on the date of reception of written application from the Applicant. If the Applicant requests cancellation of the insurance contract prior to the commencement of insurance, the Insurer shall **charge 3% commission on the premium**, and refund the balance of the premium to the Applicant. If the Applicant requests cancellation of the insurance contract after commencement of insurance, the Insurer shall **retain the premium calculated as per the short term premium rate according to the Short Term Premium Rate Schedule in the Appendix** for the period from the date

of inception to the date of cancellation, and refund the balance of the premium to the Applicant.

The Insurer may also request cancellation of the insurance contract. If the Insurer requests cancellation of the insurance contract prior to the commencement of insurance, it shall refund the collected premium without any commission. If the Insurer requests cancellation of the insurance contract after commencement of insurance, **written notice of such cancellation shall be given to the Applicant by the Insurer fifteen days in advance;** the Insurer shall calculate the premium **on pro rata basis from the date** of inception to the date of cancellation, and refund the balance of premium to the Applicant.

Article 35 The Applicant is entitled to cancel the insurance contract within thirty days if the Insurer fulfills the obligation of payment after occurrence of insured event. **The Insurer can also cancel the insurance contract subject to a written notice being given to the Insured fifteen days in advance of such cancellation, unless otherwise agreed and stipulated in this insurance contract.**

If the insurance contract is terminated in accordance with the preceding paragraph, the insurer **shall return the premium for the portion of the aggregate limit of indemnity deducting the already-paid amount to the Applicant, after deducting the collectible part for the period from inception date to the terminating date.**

Appendix:

Short Term Premium Rate Schedule

Months passed in policy period (months)	1	2	3	4	5	6	7	8	9	10	11	12
Proportion of annual rate (%)	10	20	30	40	50	60	70	80	85	90	95	100

(Note: The month passed in policy period that is less than one month shall be calculated as one month)

Note: The English insurance policy /terms and conditions has/have no legal effect and is for reference only. Please refer to the Chinese insurance policy/terms for accuracy.
注：英文保单(条款)不具有法律效力，仅供参考，请以中文保单(条款)为准。

中国平安财产保险股份有限公司
平安产品责任保险条款

注册号:C00001730912019122627852

总则

第一条 本保险合同由保险条款、投保单、保险单、保险凭证以及批单组成。凡涉及本保险合同的约定，均应采用书面形式。

第二条 中华人民共和国境内的各类机关、企事业单位、个体经济组织以及其他组织，均可作为本保险合同的投保人、被保险人。

保险责任

第三条 在保险期间或保险合同载明的追溯期内，保险单载明投保的被保险人所生产、出售的产品或商品（以下简称“被保险产品或商品”）在承保区域范围内发生意外事故，造成使用、消费或操作该产品或商品的人员或其他任何人员的人身伤亡或财产损失，由受害人在保险期间内首次向被保险人提出损害赔偿请求的，依照中华人民共和国法律（不包括港澳台地区法律）应由被保险人承担的经济赔偿责任，保险人按照本保险合同约定负责赔偿。

第四条 保险事故发生后，被保险人因保险事故而被提起仲裁或者诉讼的，对应由被保险人支付的仲裁或诉讼费用以及事先经保险人书面同意支付的其它必要的、合理的法律费用，保险人按照本保险合同约定也负责赔偿。

责任免除

第五条 下列原因造成的损失、费用和责任，保险人不负责赔偿：

（一）投保人、被保险人及其代表的故意行为或重大过失；

（二）战争、敌对行动、军事行为、武装冲突、罢工、骚乱、暴动、恐怖活动；

（三）核辐射、核爆炸、核污染及其他放射性污染；

（四）大气污染、土地污染、水污染及其他各种污染；

（五）行政行为或司法行为。

第六条 下列损失、费用和责任，保险人不负责赔偿：

（一）被保险人或其雇员的人身伤亡及其所有或管理的财产的损失；

（二）被保险人应该承担的合同责任，但无合同存在时仍然应由被保险人承担的经济赔偿责任不在此限；

（三）罚款、罚金及惩罚性赔偿；

（四）精神损害赔偿；

（五）间接损失；

（六）投保人、被保险人在投保前已经知道或可以合理预见的索赔情况；

（七）被保险产品或商品本身的损失；

（八）产品退换回收的损失；

（九）被保险人的产品被其他生产商用于构成其他商品或产品的部件，由于被保险人的产品存在缺陷、不足或危险情况未能达到预期用途，导致其他商品或产品不能使用、报废或必须更换部件的损失，但被保险人的产品在投入预期用途后发生突然和意外的物质性损坏而导致其它商品或产品的损失不受此限；

（十）被保险产品或商品造成对飞机或轮船的损害责任；

（十一）本保险合同中载明的免赔额、按免赔率折算的免赔额；

（十二）追溯期以前（若保险合同未载明追溯期，则为“保险期间以前”）生产、出售的产品或商品导致的损失、费用或责任。

第七条　其他不属于本保险责任范围内的损失、费用和责任，保险人不负责赔偿。

赔偿限额与免赔额（率）

第八条　赔偿限额包括每次事故赔偿限额、每次事故每人赔偿限额、每次事故人身伤亡赔偿限额、每次事故财产损失赔偿限额、累计赔偿限额，由投保人与保险人协商确定，并在保险合同中载明。

第九条　每次事故免赔额（率）由投保人与保险人在签订保险合同时协商确定，并在保险合同中载明。

保险期间

第十条　除另有约定外，保险期间为一年，以保险单载明的起讫时间为准。**保险合同未载明追溯期的，则无追溯期。**

保险费

第十一条　在订立保险合同时，保险人按照保险期间内被保险人的预计销售额预收保险费。保险期满后，**被保险人应将保险期间内的实际销售额书面通知保险人**，作为计算实际保险费的依据。**实际保险费若高于预收保险费，被保险人应补交其差额；**反之，若预收保险费高于实际保险费，保险人退还其差额，**但实际保险费不得低于所规定的最低保险费。**

保险人有权在保险期间内任何时间要求被保险人提供一定期限内实际销售额的数据。保险人还有权派员检查被保险人的有关账册或记录并核实上述数据。

保险人义务

第十二条　本保险合同成立后，保险人应当及时向投保人签发保险单或其他保险凭证。

第十三条　保险人按照本保险合同的约定，认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

第十四条　保险人收到被保险人的赔偿保险金的请求后，应当及时作出是否属于保险责任的核定；情形复杂的，保险人将在确定是否属于保险责任的基本材料收集齐全后，尽快做出核定。

保险人应当将核定结果通知被保险人；对属于保险责任的，在与被保险人达成赔偿保险金的协议后十日内，履行赔偿保险金义务。保险合同对赔偿保险金的期限有约定的，保险人应当按照约定履行赔偿保险金的义务。保险人依照前款的规定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书，并说明理由。

第十五条 保险人自收到赔偿保险金的请求和有关证明、资料之日起六十日内，对其赔偿保险金的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；保险人最终确定赔偿的数额后，应当支付相应的差额。

投保人、被保险人义务

第十六条 订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除保险合同。

前款规定的合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。自合同成立之日起超过二年的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，但应当退还保险费。

保险人在合同订立时已经知道投保人未如实告知的情况的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

第十七条 除另有约定外，投保人应当在保险责任起始日前一次性交清全部保险费，投保人未按约定交纳保险费，保险合同不生效。

采用分期支付保险费的，投保人应按照本保险合同的约定，按时支付保险费。**投保人未按本保险合同支付保费的，保险人可以解除保险合同。**

第十八条 被保险人应严格遵守国家有关产品质量、产品安全等方面的规定，加强管理，采取合理的预防措施，尽力避免或减少责任事故的发生。

保险人可以对被保险人的房屋、机器、设备、工作和产品或商品的风险情况进行检查，向投保人、被保险人提出消除不安全因素和隐患的书面建议，投保人、被保险人应该认真付诸实施。但前述检查并不构成保险人对被保险人的任何承诺。

投保人、被保险人未按照约定履行上述安全义务的，保险人有权要求增加保险费或者解除合同。

第十九条 在保险合同有效期内，被保险人生产、出售某种新产品或被保险产品或商品的化学成分或生产设计等有所变动，导致保险标的的危险程度显著增加的，被保险人应当及时通知保险人，保险人可以增加保险费或者解除合同。

被保险人未履行前款约定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

第二十条 知道保险事故发生后，被保险人应该：

（一）尽力采取必要、合理的措施，防止或减少损失，**否则，对因此扩大的损失，保险人不承担赔偿责任；**

（二）及时通知保险人，并书面说明事故发生的原因、经过和损失情况；**故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，**但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外；

（三）保护事故现场，允许并且协助保险人进行事故调查；**对于拒绝或者妨碍保险人进行事故调查导致无法确定事故原因或核实损失情况的，保险人对无法确定或核实的部分，不承担**

赔偿责任；

（四）涉及违法、犯罪的，应立即向公安部门报案，**否则，对因此扩大的损失，保险人不承担赔偿责任。**

第二十一条　被保险人收到受害人的损害赔偿请求时，应立即通知保险人。未经保险人书面同意，被保险人对受害人作出的任何承诺、拒绝、出价、约定、付款或赔偿，保险人不受其约束。对于被保险人自行承诺或支付的赔偿金额，保险人有权重新核定，不属于本保险责任范围或超出应赔偿限额的，保险人不承担赔偿责任。在处理索赔过程中，保险人有权自行处理由其承担最终赔偿责任的任何索赔案件，被保险人有义务向保险人提供其所能提供的资料和协助。

第二十二条　被保险人获悉可能发生诉讼、仲裁时，应立即以书面形式通知保险人；接到法院传票或其他法律文书后，应将其副本及时送交保险人。**保险人有权以被保险人的名义处理有关诉讼或仲裁事宜，被保险人应提供有关文件，并给予必要的协助。**

对因未及时提供上述通知或必要协助导致扩大的损失，保险人不承担赔偿责任。

第二十三条　被保险人请求赔偿时，应向保险人提供下列证明和资料：

（一）保险单正本；

（二）被保险人或其代表填具的索赔申请书；

（三）受害人向被保险人提出索赔的相关材料；

（四）造成受害人人身伤害的，应包括：受害人的病历、诊断证明、医疗费等医疗原始单据；受害人的人身伤害程度证明：受害人伤残的，应当提供具备相关法律法规要求或保险人认可的伤残鉴定资格的医疗机构或伤残评定机构出具的伤残程度证明；受害人死亡的，公安机关或医疗机构出具的死亡证明书；

（五）造成受害人财产损失的，应包括：损失、费用清单；

（六）被保险人与受害人所签订的赔偿协议书或和解书；经判决或仲裁的，应提供判决文书或仲裁裁决文书；

（七）投保人、被保险人所能提供的与确认保险事故的性质、原因、损失程度等有关的其他证明和资料。

被保险人未履行前款约定的索赔材料提供义务，导致保险人无法核实损失情况的，保险人对无法核实部分不承担赔偿责任。

第二十四条　若在某一被保险产品或商品中发现的缺陷表明或预示类似缺陷也存在于其他被保险产品或商品时，被保险人应立即自付费用进行调查并纠正该缺陷，否则，由于类似缺陷造成的一切损失应由被保险人自行承担。

赔偿处理

第二十五条　保险人的赔偿以下列方式之一确定的被保险人的赔偿责任为基础：

（一）被保险人和向其提出损害赔偿请求的受害人协商并经保险人确认；

（二）仲裁机构裁决；

（三）人民法院判决；

（四）保险人认可的其它方式。

第二十六条　被保险人给受害人造成损害，被保险人未向该受害人赔偿的，保险人不负责向被保险人赔偿保险金。

第二十七条 发生保险责任范围内的损失，保险人按以下方式计算赔偿：

（一）对于每次事故造成的损失，保险人在每次事故赔偿限额内计算赔偿，其中对每人的赔偿金额不得超过每次事故每人赔偿限额，对每次事故多人人身伤亡的赔偿金额不得超过每次事故人身伤亡赔偿限额，对每次事故多人财产损失的赔偿金额不得超过每次事故财产损失赔偿限额，对每次事故承担的法律费用的赔偿金额不超过每次事故赔偿限额的 10%，但合同另有约定的除外。

被保险人生产出售的同一批产品或商品，由于同样原因造成多人的人身伤害、疾病或死亡或多人的财产损失，应视为一次事故造成的损失。

（二）在依据本条第（一）项计算的基础上，保险人在扣除每次事故免赔额（率）后进行赔偿；

（三）在保险期间内，保险人对多次事故承担的本条款第三、四条规定的赔偿金额之和累计不超过累计赔偿限额。

第二十八条 发生保险事故时，如果被保险人的损失在有相同保障的其他保险项下也能够获得赔偿，则本保险人按照本保险合同的赔偿限额与其他保险合同及本保险合同的赔偿限额总和的比例承担赔偿责任。

其他保险人应承担的赔偿金额，本保险人不负责垫付。若被保险人未如实告知导致保险人多支付赔偿金的，保险人有权向被保险人追回多支付的部分。

第二十九条 发生保险责任范围内的损失，应由有关责任方负责赔偿的，保险人自向被保险人赔偿保险金之日起，在赔偿金额范围内代位行使被保险人对有关责任方请求赔偿的权利，被保险人应当向保险人提供必要的文件和所知道的有关情况。

被保险人已经从有关责任方取得赔偿的，保险人赔偿保险金时，可以相应扣减被保险人已从有关责任方取得的赔偿金额。

保险事故发生后，在保险人未赔偿保险金之前，被保险人放弃对有关责任方请求赔偿权利的，保险人不承担赔偿责任；保险人向被保险人赔偿保险金后，被保险人未经保险人同意放弃对有关责任方请求赔偿权利的，该行为无效；由于被保险人故意或者因重大过失致使保险人不能行使代位请求赔偿的权利的，保险人可以扣减或者要求返还相应的保险金。

第三十条 保险人受理报案、进行现场查勘、核损定价、参与案件诉讼、向被保险人提供建议等行为，均不构成保险人对赔偿责任的承诺。

争议处理和法律适用

第三十一条 因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险单载明的仲裁机构仲裁；保险单未载明仲裁机构且争议发生后未达成仲裁协议的，依法向中华人民共和国境内（港澳台地区除外）人民法院起诉。

第三十二条 本保险合同的争议处理适用中华人民共和国法律（不包括港澳台地区法律）。

其他事项

第三十三条 投保人和保险人可以协商变更合同内容。

变更保险合同的，应当由保险人在保险单或者其他保险凭证上批注或附贴批单，或者投保人和保险人订立变更的书面协议。

第三十四条 投保人可随时书面申请解除本保险合同，本保险合同自保险人收到投保人的书面申请之日的二十四时起终止。保险责任开始前，投保人要求解除合同的，**保险人扣除 3%手续费后，**剩余部分的保险费退还投保人；保险责任开始后，投保人要求解除合同的，对保险责任开

始之日起至合同解除之日止期间的保险费，**按附录短期费率表规定的短期费率计收**，剩余部分退还投保人。

保险人亦可解除本保险合同。保险责任开始前，保险人要求解除合同的，不得向投保人收取手续费并应退还已收取的保险费；保险责任开始后，**保险人可提前十五天通知投保人解除合同**，对保险责任开始之日起至合同解除之日止期间的保险费，**按日比例计收，**剩余部分退还投保人。

第三十五条 发生保险事故且保险人已承担赔偿责任的，自保险人赔偿之日起三十日内，投保人可以解除合同；**除合同另有约定外，保险人也可以解除合同，但应当提前十五日通知投保人。**

保险合同依据前款规定解除的，保险人应当**将累计赔偿限额扣除累计已赔偿金额后剩余部分的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。**

附录：

短期费率表

保险期间已经过月数（个月）	1	2	3	4	5	6	7	8	9	10	11	12
年费率的比例（%）	10	20	30	40	50	60	70	80	85	90	95	100

（**注：保险期间已经过月数不足一月的按一月计算**）。