**PURCHASE CONTRACT (PACKAGING MATERIALS)**

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**Seller**:

Registration Number:

Registered Address:

Tel: +65

**Buyer**： Sinopec Lubricant (Singapore) Pte. Ltd.

Registration Number: 201010257K

Registered Address: 150 Tuas South Avenue 5 Singapore 637363

This contract is made on 1 November 2025 by and between the Seller and the Buyer (each a “**Party**”, collectively the “**Parties**”), whereby the Seller agrees to sell and the Buyer agrees to buy the undermentioned products (each a “**Product**”, collectively the “**Products**”) in accordance with the terms and conditions stipulated hereinafter:-

1. **Product description and price**
	1. The names, types and prices of the Products are set out in Appendix 1.
	2. The Products shall meet the specifications set out in Appendix 1 and Appendix 2.
	3. Unless otherwise stated, the prices of the Products set out in Appendix 1 are inclusive of freight but excluding GST. During the period of the contract, the above price may be subject to revision as a result of significant events that may affect the economy and legislation of the country, raw material cost or changes in the technical and product specification. Such price revision is allowed after discussion and agreement by both parties.
2. **Printing quality and appearance requirement**
	1. The Seller shall strictly follow the design provided by the Buyer when manufacturing the Products.
	2. The Seller shall provide a sample of the Product to the Buyer based on the design provided by the Buyer. After the Buyer approves of the pattern, colour and printing quality, the Buyer will sign off the approved sample. The Seller shall manufacture the Products strictly based on the approved sample.
3. **Term**

This contract shall be effective from 1 November 2025 to 31 October 2027 (both dates inclusive).

1. **Placement of Order**
	1. During the term of this contract, the Buyer will inform the Seller of its order by issuing a written purchase order containing the following information:-
		1. contract number;
		2. product name, quantity and specifications;
		3. delivery time: within the lead time indicated in Appendix 1 or five (5) working days upon confirmation of the Purchase Order;
		4. delivery venue; and
		5. date of order.
	2. Once the Buyer has issued its purchase order, the Seller shall acknowledge and inform the Buyer of such receipt and its acceptance by email or other means within three (3) working days. Upon acknowledgement by the Seller, the purchase order issued by the Buyer will become effective. The terms and conditions of this contract shall apply to the purchase order. Should there be no reply from the Seller after three (3) working days have lapsed from the Buyer’s issuance of the purchase order, the purchase order shall be deemed accepted by the Seller and become effective forthwith.
	3. Purchase orders that have become effective before the termination or expiry of this contract are not affected by the termination or expiry of this contract. The relevant terms of this contract still apply to these Purchase Orders until they are fulfilled.
2. **Production**
	1. The production lead time is as set out in Appendix 1.
	2. The Seller agrees to reserve a certain production capacity for the Buyer’s needs in accordance with the Buyer’s purchase orders issued under this contract. The Seller shall ensure its ability to provide the Buyer with the Products that it requires every month.
	3. Prior to the Products leaving the factory, the Seller shall carry out inspection of the quality of the Products in accordance with the quality and technical standards stipulated in this contract. The Seller shall only send Products that have passed the inspection for delivery.
3. **Payment**
	1. The Seller shall issue an invoice to the Buyer for every purchase order.

* 1. The Buyer will verify the invoice and delivery order before the invoices are accepted for payment.
	2. The payment terms are as follows:

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| **Mode of payment** | Paynow or Bank Transfer |
| **Payment timeframe** | Payment will be made thirty (30) days after Buyer’s acceptance of the invoice.  |
| **Method of settlement** | Direct payment from Buyer to Seller in SGD |
| **Seller’s bank details** | Payee: Bank of Name: A/C No: Swift code: Paynow UEN:  |

* 1. All banking charges from the Buyer's bank shall be borne by the Buyer and all banking charges incurred by the intermediary bank and the Seller's bank shall be borne by the Seller.
	2. In the event that there is any dispute between the Parties, Buyer has the right to withhold payment in connection with the portion of the invoice in dispute, pending the resolution of the dispute.
1. **Delivery**
	1. The Seller shall deliver the Products in accordance with the applicable Incoterms® 2020 (“**Applicable Incoterms**”), delivery location and delivery date specified in the Buyer’s purchase order. The rights and obligations of the parties shall be ascertained in accordance with the provisions of the Applicable Incoterms unless this Contract provides otherwise.
	2. Delivery shall occur at the point that risk in the Products passes in accordance with the Applicable Incoterms (“**Delivery**”). Title to Product will pass to Buyer at the same time when risk of loss or damage to Product passes to Buyer under the Applicable Incoterms.
	3. Time is of the essence for each delivery.
	4. The Seller will take precautionary measure to ensure the Products will arrive in a good and acceptable condition to the Buyer.
	5. The Buyer will conduct a visual inspection as to the quantity and quality of the Products during delivery. If there is any shortfall in the quantity of the Products, or if the Products do not conform to Buyer’s requirements, the Buyer will record the same on the delivery order.
	6. The Seller must choose the safest and simplest transportation method and route.
	7. The Seller shall bear all costs, fees, taxes and other expenses in connection with the delivery of the Commodities (including but not limited to loading and unloading fees, insurance fees, freight costs and customs clearance fees).
	8. The Seller shall ensure that the Buyer is kept fully informed of the delivery process of the Commodities, including the schedules for product preparation, loading and unloading and shipment.
	9. If the Buyer is unable to accept delivery of the Commodities, the Buyer will inform the Seller in advance of its inability and notify the Seller of an alternative date.
2. **Transport Details**

**If delivery is by truck:**

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| **Place of Delivery** |
| Sinopec Lubricant (Singapore) Pte. Ltd.150 Tuas South Avenue 5Singapore 637363Attn: Arthur wongTel: +65 6499 8806 |

1. **Required Documents**
	1. The Seller shall present the following documents to the Buyer upon delivery:-

**If delivery is by truck:**

* 1. Signed commercial invoice (three (3) sets);
	2. Delivery order;
	3. Certificate of analysis (three (3) sets);
	4. Manual (if available); and
	5. Other related documentation (if available)
	6. If any of the aforementioned documents (or their requisite copies) are not handed over during delivery, this shall be deemed as late delivery on the part of the Seller. The Seller shall then compensate and/or indemnify the Buyer for all damages and losses incurred by the Buyer due to such delay.
1. **Liability**
	1. In the event that there is any breach of obligations of the Seller under this Contract, including, late delivery and/or quality issues with the Products:
		1. the Buyer has the right to refuse to accept the Commodities in question, decline to make payment of any sums in connection with the production and delivery of the said Commodities and/or request for the Seller to provide a refund if the Buyer has already made payment for the said Commodities, in which case the Seller shall refund the Buyer within 30 days from the date of the Buyer’s request. The Buyer may also, at its sole discretion, request the Seller to make the necessary rectifications to or replace the Commodities within a time limit to be determined by the Buyer. Buyer has the right to further reject any replacement Products that do not meet Buyer’s requirements.
		2. Seller shall be responsible for the collection and transportation of any rejected Products at its sole expense. With respect to rejected Products that contain any artwork, design, trademarks and/or logos provided by the Buyer (“**Designs**”), Seller shall ensure the full and complete destruction of the Designs, including but not limited to any labels present on the Products, under the supervision of personnel agreed upon by the Parties. Seller shall send to Sinopec satisfactory documentary proof (including but not limited to photos and videos) of the destruction process) within 15 days from the date of collection of the rejected Products.
		3. In addition to the foregoing, the Seller shall compensate and/or fully indemnify and hold the Buyer harmless from and against any and all suits, actions, legal and/or administrative proceedings, claims, demands, damages, losses, liabilities, interest, legal fees, costs and/or expenses of whatsoever kind or nature which the Buyer may incur, be subject to and/or be liable for as a result of the breach of Seller’s obligations under this Contract, including but not limited to the difference in costs for the procurement of the Commodities from any alternative source(s) in comparison to the prices agreed with the Seller, costs incurred in inspecting, sorting, testing or replacing the Products or any products manufactured by the Buyer that are packaged with the Products, losses in sales revenue, losses resulting from production interruptions and/or losses resulting from personal injury (including death) or property damage.
2. **Protection of Intellectual Property**
	1. The Buyer owns the intellectual property rights to any and all artwork and designs provided by the Buyer to the Seller. The Seller is not permitted to use or reproduce or allow (for any reason) anyone to use or reproduce such artwork and designs, or any artwork and designs similar to that provided by the Buyer. Otherwise, the Buyer has the right to withhold payment to the Seller and take any necessary legal action to recover any and all damages and/or losses suffered by the Buyer.
	2. In the event that there is an infringement of intellectual property or a possibility of such infringement, the Seller shall notify the Buyer in writing within three (3) calendar days from the date of knowledge, and take reasonable measures to eliminate the impact of such infringement or possible infringement.
	3. The Seller shall settle or defend at its sole expense and pay any damages and/or costs awarded in any suits or proceedings brought against the Buyer arising out of and/or in connection with any claims that the use or sale of the Commodities furnished under this Contract or part thereof constitutes an infringement of any patent or other intellectual property right.
3. **Force Majeure**
	1. Neither Party shall be liable to the other Party for any failure to perform its obligations hereunder to the extent that such failure is caused by an event unforeseeable and beyond the affected Party’s reasonable control, without the affected Party’s fault or negligence, including but not limited to actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters and wars (“Force Majeure Event”).
	2. In the event that there is a Force Majeure Event that prevents either Party from performing its obligations under this Contract, the affected Party shall immediately inform the other Party of such Force Majeure Event (including the anticipated duration of the delay) and use its best endeavours to avoid or mitigate the effect of such Force Majeure Event.
	3. A Party successfully invoking this clause is relieved from its duty to perform its obligations under this Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof (which should include sufficient proof of the Force Majeure Event) is given without delay, and in any event no more than ten (10) days after the Force Majeure Event occurs. If such notice is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. The other Party may suspend the performance of its obligations, if applicable, from the date of the notice.
	4. Where the effect of the impediment or event invoked is temporary, the consequences set out under the sub-clause above shall apply only as long as the impediment invoked prevents performance by the affected Party of its contractual obligations. The affected Party must notify the other Party as soon as the impediment ceases to impede performance of its contractual obligations and resume its performance of this Contract thereafter.
	5. The affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked on the performance of this Contract. If requested by the other Party in writing, the affected Party shall, within five (5) days after the other Party’s request, provide adequate assurances that the delay in the affected Party’s performance resulting from such event will not exceed thirty (30) days.
	6. In the event that: (i) the Force Majeure Event lasts for more than thirty (30) calendar days; (ii) the delay in the affected Party’s performance resulting from such event lasts more than thirty (30) days, or (iii) the affected Party does not provide such adequate assurances, either Party shall have the right to terminate this Contract with 30 calendar days advance notice.
4. **Notice**
	1. Any notice to be given under this Contract (including but not limited to all orders, order confirmations and other written documents or notices under this Contract) shall be delivered: (i) in person; (ii) by registered mail; (iii) by email; or (iv) by fax in accordance with the Parties’ respective addresses below:

Notices to the Seller shall be sent to:

Attention:

Address:

Tel.: +65

Email:

Notices to the Buyer shall be sent to:

Attention: Ms Lim Chia Theng

Address: 150 Tuas South Ave 5, Singapore 637363

Tel.: +65 6499 7027

Email: chiatheng.lube@sinopec.com

* 1. The address of each Party for the purpose of notices or communications under this Contract may be amended by giving advance written notice to the other Party.
1. **Quality Assurance**
	1. Quality Control. Seller will adopt adequate procedures to ensure proper quality assurance and will, if requested submit to Buyer for review its quality control procedures and detailed quality control plan for the Products, including a detailed procedure defining the quality control and inspection regime (including identification of hold points and performance tests) to be used by Seller to verify that the design and manufacture of Products is strictly in accordance with the requirements of this contract.  Any approval of or failure to approve such plan by Buyer will not relieve Seller of any of its obligations or liabilities under this contract.  Seller will at all times during the performance of this contract implement its quality control procedures and exercise full and adequate quality control, which includes the inspection and testing of Commodity during manufacture in accordance with the quality control plan.
	2. Quality Assurance Management Systems. Seller will operate a documented quality assurance management system that will at a minimum contain the following requirements:
		1. a statistical process control system in which key process activities and measurements to be used are agreed upon with the Buyer or the Buyer’s nominated representatives and results of such system are reported to the Buyer or the Buyer’s nominated representative on a quarterly basis;
		2. a member of the Seller’s senior management will have overall responsibility for the quality function;
		3. there are clear procedures that provide for all aspects of quality management within the Seller’s organisation and responsibilities are delegated to all personnel who are in control of the functions that affect quality;
		4. incidents of failure and quality defects are analysed and the results are fed back into the system;
		5. quality assurance procedures are reinforced by, and cross referenced with, adequate engineering procedures;
		6. the quality system is reviewed at regular intervals;
		7. targets are set for performance in all manufacturing processes and services offered; and
		8. a sampling plan for the Commodities to be delivered to the Buyer is agreed upon with the Buyer and results of such sampling shall be made available to the Buyer upon the Buyer’s request.
	3. Interim Action Plans. If a quality assurance management system is not presently in place, the Seller must produce a strategy and action plan as soon as possible, including quarterly progress reports for the implementation of the above quality assurance requirements. Until this implementation, the Seller will at least operate a quality assurance system specifically related to scope of this Contract.
	4. Inspections. At any time during the term of this Contract, the Buyer has the right to perform inspections on the Seller’s factory/ies and its manufacturing processes at any reasonable time, subject to prior notice to the Seller. Any such inspection and shall not affect any claims made by the Buyer due to the Seller’s delay in delivery and or discrepancies in the quality/quantity of the Products.
2. **Quality, Health, Safety and Environment (QHSE)**

Each Party shall ensure that performance of its obligations under this Contract shall meet quality, health, safety and environment standards as required by the applicable laws and regulations.

1. **Termination**
	1. This Contract may be terminated as follows:-
		1. by mutual written agreement;
		2. by either Party, if the other Party commits a material breach of its obligations and such other Party does not cure such breach within thirty (30) calendar days after receipt of written notice by the non-breaching Party specifying the breach and asking for remedy;
		3. should either Party be declared insolvent, or be the subject of proceedings for insolvency, liquidation or dissolution, or cease to carry on business or lack ability to pay its debts as they become due, this Contract may be terminated by the other Party; and
	2. Upon the occurrence of an event described in Clause 16.1.2, the Party relying on its right to terminate may, if the specified breach has not been cured in the given period, give written notice to the other Party stating the ground upon which it is seeking to terminate this Contract, and this Contract shall be terminated immediately after the receipt of such termination notice.
	3. Upon the occurrence of an event described in Clause 16.1.3, this Contract shall terminate immediately upon written notice from the non-defaulting Party.
	4. Any termination by any Party hereof shall not have any effect on each Party’s rights, liabilities and obligations, to the extent accrued prior to termination.
2. **Sanctions and Anti-Corruption**
	1. None of the Parties, their legal/beneficial owners, their subsidiaries (if any), nor (to the knowledge of the respective Party) any of their respective officers, directors or employees, is the subject or target of any sanctions administered by the United Nations Security Council, the European Union, the Office of Foreign Assets Control of the U.S. Department of the Treasury, Singapore or China (collectively, “**Sanctions**”), nor are the Parties located, organized or resident in a country or territory that is the subject or target of broad and comprehensive countrywide or territory-wide sanctions administered by the United Nations, European Union, United States, Singapore or China. Either Party shall be entitled to terminate this Contract immediately upon written notice to the other Party if, at any time, the contents of this clause or any part thereof proves to have been or becomes untrue.
	2. Each Party shall procure its officers, directors, employees, representatives, affiliates, consultants and/or advisors to comply with the applicable anti-corruption laws applicable to the relationship between them.
3. **Dispute Resolution**
	1. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be settled through friendly negotiation. In case no settlement can be reached within thirty (30) days of such negotiation, the dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the arbitration rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
	2. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
	3. The decision made by the Tribunal shall be final and binding upon both parties, and the fees for arbitration shall be borne by the losing party unless otherwise awarded.
4. **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of Singapore.

1. **Miscellaneous**
	1. Parties agree that a copy of the signed original of this Contract transmitted by fax or email shall be binding on the Parties and have the same force and effect as the signed original.
	2. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
	3. All Appendixes annexed to the Contract shall be an integral part of the Contract.
	4. Confidentiality. Before the commencement of this Contract and from time to time during the course of performing this Contract, each Party is likely to disclose to the other Party information which would appear to a reasonably prudent person to be confidential and/or proprietary in nature, or is marked or designated as confidential or proprietary at or prior to disclosure (the “**Confidential Information**”). Both Parties agree that based upon the principle of honesty and good-faith, neither Party will disclose, use or allow a third party to use the Confidential Information obtained in the process of execution and performance of this Contract other than in connection with the performance of this Contract or as otherwise provided for in this Contract. Otherwise, the violating Party shall compensate and/or indemnify the other Party for all the losses resulting therefrom.
	5. Entire Agreement. This Contract contains the whole agreement between the Parties relating to the subject matter of this Contract and supersedes all previous agreements, contracts, letters of intent, memorandum of understanding etc. between the Parties relating to the subject matter.
	6. Severability. The invalidity of any provision or part thereof in this Contract shall not affect the validity of any other provision and/or the remaining parts of the affected provision in this Contract.
	7. Amendment. This Contract may only be amended or modified by the Parties in writing by mutual consent.
	8. No Waiver. The failure of any one of the Parties to exercise, or the delay in the exercise of, the rights, powers or privileges under this Contract or other related agreements shall not be construed as a waiver of such rights, powers or privileges unless there is an express written waiver of such rights, powers and privileges. Any individual or partial exercise of such rights, powers or privileges shall not hamper the future exercise thereof.
	9. No Assignment. No assignment, cession or transfer of any right or obligation arising under this Contract shall be made or revealed by either party to a third party without the previous consent of the other party.
	10. Third Parties’ Rights. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore to enforce any term of this Contract.
	11. Language. In the event that this contract is made in English and Chinese, should there be any discrepancy between the English and Chinese versions, the English version will prevail.

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| **For and on behalf of the Seller**Sharp Win TradingName:Title:Signature and Company Stamp | **For and on behalf of the Buyer**Sinopec Lubricant (Singapore) Pte. Ltd. Name:Title:Signature and Company Stamp: |

**Appendix 1（Quotation）**

**Appendix 2 (Specification)**

廉洁从业责任书

Agreement on Business Ethics and Principles

甲方：中国石化润滑油(新加坡)有限责任公司

Party A: Sinopec Lubricant (Singapore) Pte. Ltd.

乙方：Sharp Win Trading

Party B: Sharp Win Trading

为规范甲乙双方的商业行为，维护公平竞争，经双方协商，签订本责任书。

For the purpose of regulating business activities and maintaining the fair competition, after kind negotiation, Party A and Party B herein agree to sign this Agreement on Business Ethics and Principles as follows:

第一条 任何一方应严格遵守双方注册地或主要住所地所在国有关反对商业贿赂和廉洁从业的各项法律规定，严格履行双方签订的合同或协议，恪守商业道德和正当竞争的市场行为准则，共同营造公平公正的商业交易环境。

Article 1. Either party shall strictly comply with relevant laws and regulations of anti-commercial bribery and business of ethics and principles of both parties’register locations or their main domiciles of their own country. Party A and Party B shall strictly execute any contracts or agreements signed by and between them, adhere to commercial morality and code of market conduct, to jointly build a fair and impartial business environment.

第二条 甲方应禁止本公司员工、代理人利用职务之便，向乙方及其相关单位和人员索要或接受折扣费、中介费、佣金、礼金、有价证券、支付凭证、贵重物品等任何好处；不得参加乙方及其相关单位安排的可能影响公平交易的宴请及健身、娱乐等活动；不得向乙方及其相关单位和人员提出超出工作范围之外的，可能影响公平交易的事项或要求。乙方发现甲方及其员工、代理人有违反本责任书规定的，应当予以拒绝，并及时向甲方监察部门通报。

Article 2. Party A shall prohibit any of its employees and agencies from taking advantages of their positions to request or accept discount fees, agency fees, commissions, gift-money, marketable securities, disbursement voucher, costly presents or any other valuable goods and services from Party B or any other relevant companies and personnel; and shall prohibit them from attending any banquets, gymnastic activities, entertainment or any other activities arranged by Party B or relevant companies which may affect the fair execution of business between Party A and Party B. Party A shall not make any requirements or demands on Party B or any other relevant companies or personnel that are beyond the working scope and may affect the fair execution of business between both parties. If Party A, its personnel and agencies are found to break rules of this Agreement, Party B shall reject those requirements or demands and report timely to Party A’s inspection and supervision department.

第三条 乙方应禁止本公司员工、代理人及其相关单位和人员，给予或允诺、暗示给予甲方员工、代理以折扣费、中介费、佣金、礼金、有价证券、支付凭证、贵重物品等任何好处；不得安排有可能影响公平交易的宴请、健身、娱乐等活动；不得为甲方员工、代理及其特定关系人提出的超出工作范围之外的，可能影响公平交易的任何事项提供便利。

甲方发现乙方及其相关单位和人员有违反本责任书规定的，有权选择索赔或在本公司、本公司控股企业及其关联企业内给予通报、限制或禁止与其交易的处理。

Article 3. Party B shall take all necessary measures to prevent its employees, agencies, relevant companies and personnel from offering, promising, or implying presenting discount fees, agency fees, commissions, gift-money, marketable securities, disbursement voucher, costly presents or any other valuable goods and services to Party A’s employees and agencies; and shall not arrange any banquets, gymnastic activities, entertainment or any other activities which may influence the fair and impartial execution of business between Party A and Party B; and shall not offer any improper convenience which is beyond the working scope and may affect the fair execution of business between both parties to Party A’s employees, agencies and special related person.

If Party B, or its relevant companies and personnel are found to violate the rules of this Agreement, Party A will be entitled to request the compensation, or to give notification among Party A, its holding companies and relevant enterprises, and to restrict or prohibit Party B to do business with Party A.

第四条 本责任书经双方签署后生效。甲乙双方签订交易合同的，本责任书作为交易合同附件，与交易合同具有同等法律效力；未签订交易合同的，本责任书独立有效。

Article 4. This agreement will come into effect as soon as it is signed by Party A and Party B. If contracts are signed by both parties, this agreement shall be deemed as the appendix of the contracts and have the same legal effect as that of the contracts; if no contracts have been signed by and between both parties, this Agreement shall be valid independently.

第五条 甲乙双方及其人员在商业活动完成后，发生或发现违反本责任书规定的行为，按本责任书规定处理。

Article 5. Party A, Party B and their personnel should conform to this Agreement strictly, and should be governed by this Agreement after the business activities are fulfilled.

第六条 本责任书以中文和英文书就，中文内容与英文内容之间的任何不一致，以英文内容为准。

Article 6. This agreement has been made out in both

Chinese and English versions. In case of any divergence of interpretation, the English version shall prevail.

第七条本责任书一式两份，甲乙双方各执一份，具有同等法律效力。

Article 7. This Agreement is made in two copies, one copy to be held by each party, and each copy is legally of equal effect.

甲方单位：中国石化润滑油(新加坡)有限责任公司

Party A: Sinopec Lubricant (Singapore) Pte. Ltd.

姓名/Name:

职称/Designation:

电话/Telephone Number:

日期/Date:

签名和公章/Signature and company stamp:

乙方单位：

Party B:

姓名/Name:

职称/Designation:

电话/Telephone Number:

日期/Date:

签名和公章/Signature and company stamp: