GENERAL CONDITIONS OF SALE
销售通用条款

1. Scope of Application
适用范围

All supplies and services provided by Seller are on the basis of the terms and conditions contained herein ("General Conditions of Sale"). Any reference(s) made by Buyer to his general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business, and Seller shall have the right to amend these General Conditions of Sale from time to time. Deviation from these General Conditions of Sale requires the explicit written approval of the Seller.
所有卖方提供的产品和服务都适用本条款和条件的内容("销售条款")。任何买方提出的条款和条件均不被适用。本销售条款也适用于所有未来的业务,且卖方有权对该销售条款进行不时地修改。任何对该销售条款的变更均需要经过卖方明确书面同意。

2. Offer and Acceptance
要约和接受

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. Individual contracts ("Contract") shall be concluded by Seller's acceptance of Buyer's order (offer). In case the acceptance differs from the offer, such acceptance constitutes a new nonbinding offer of Seller.
卖方的报价并不具有约束力,但是应当被视为邀请买方发出有效的要约。每份合同("合同")应当在卖方接受买方订单(要约)时成立。如果卖方接受的内容与要约不一致,则该等接受构成卖方的不具约束力的新要约。

3. Product Information
产品信息

3.1
Any models or samples are merely non-binding examples. They do not guarantee any specific properties.
任何模型或者样品都仅仅是不具有约束力的例子,不保证有任何具体性能。

3.2
Deviation from product information or specific properties shall be permissible provided they are insignificant or unavoidable despite all care.
如果产品信息或者具体性能的偏差不是重要方面的,且尽管经过所有措施都不可避免的,则该等偏差是可以被接受的。

3.3
No warranty or guarantee is given by Seller in respect of supplies or services under these General Conditions of Sale and all implied terms, whether implied by law or otherwise are expressly excluded to the extent permitted by law.
卖方不对本销售条款和所有默示条款下的产品或服务做任何保证和担保,无论该等默示条款是法律暗示,还是在法律允许的范围内以其它方式明确排除的条款。

4. Advice
建议

Technical advice with regard to goods and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the goods shall not, however, create any liability of Seller and shall not relieve the Buyer from undertaking his own investigations and tests.
卖方基于其研究和经验尽量给出关于产品和其使用的技术建议。但是,所有关于产品的适合度和应用的建议和信息均不得被视为卖方的责任且不应当免除买方自行测试和调查的责任。

5. Prices
价格

If Seller's prices or Seller's terms of payment are generally altered between the date of Contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the Contract by giving notice to Seller within 14 days after notification of the price increase.
如果在签署合同和发货期间,卖方的价格或者卖方的付款条款发生总体调整,卖方可以在发货日适用该等价格和付款条款。如果价格发生上涨, 买方有权在收到涨价通知后14日内以通知的方式退出合同。

6. Delivery
交付

Delivery shall be effected as agreed in the Contract. General commercial terms shall be interpreted in accordance with the INCOTERMS in force on the date the Contract is concluded.
应当按照合同约定执行交付。一般商业条款应当根据合同订立之日有效的国际贸易术语解释。

7. Damage in Transit
运输损失

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.
在运输过程中发生的索赔通知必须由买方在运输合同规定的期间正式向承运人提出,并且应当向卖方提供一份副本。

8. Laws in Country of Destination
目的地国法律

Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage and use of the goods delivered by Seller. Buyer will pay all import, customs duties and any other taxes payable in the country of destination.
买方负责遵守所有目的地国家关于进口、交付、存储和使用卖方交付的产品的适用的法律和法规。买方负责支付所有目的地国规定的进口、关税和任何其它应支付的税费。

9. Delay in Payment
逾期支付

9.1
Delay in due payment constitutes a fundamental breach of contract. Buyer defaults if, when the purchase price is due, he does not pay in response to a reminder, but at the latest if he has not paid within 30 days of receipt of an invoice and the due date for the purchase price, even if Seller has not issued a reminder. If a calendar date for payment has been set Buyer shall be in default, even without a reminder, if he does not pay on time.
逾期支付到期款项构成根本性违约。如果采购款到期,而买方没有按照付款提醒支付,则买方构成违约。但即使卖方没有发送付款提醒,如果买方在收到发票和采购款到期日后30日内仍未付款,买方也构成违约。如果付款日已经确定而买方没有按时付款,即使没有付款提醒,买方也构成违约。

9.2
In the aforementioned cases the Seller is entitled to charge interest on the amount outstanding from the due date for payment till payment is received.
在上述情况下,卖方有权收取从付款到期日到实际收到之日期间未支付的款项利息。

10. Lack of conformity
不合格
10.1
Buyer must notify Seller in writing if the goods do not conform with the Contract (e.g. defects, wrong shipment or quantity differences) within 2 weeks of receipt of the goods, precisely describing the nature and extent of the lack of conformity. If the lack of conformity cannot be determined without reasonable investigations, such notice may be given within six months after receipt of the goods.
如果产品不符合合同规定(瑕疵、错运或数量不符),买方必须货物交付后2周内书面通知卖方,并准确描述不合格的性质和范围。如果不合格需要通过合理的调查才能确认,则该等通知需要在接收产品后六个月内做出。
10.2
Buyer may declare the Contract void if Seller's breach is fundamental and Seller's remedy has not been performed within a reasonable time, or if Seller fails to deliver within the additional reasonable time granted by Buyer, or Buyer may request a reduction in the purchase price if delivery of substitute goods or remedy of the lack of conformity offered by Seller has not been performed within a reasonable period of time.
如果卖方根本性违约且在合理期间没有进行补救,或者卖方没有在买方要求的合理宽限期内交付,买方可以宣布合同无效。如果卖方没有在合理时间内交付替换产品或者改善不合格产品,买方也可以要求减少采购价。

11. Liability
责任
11.1
If Seller is not responsible for the lack of conformity, Buyer shall not be entitled to any claims for compensation.
如果产品不合格不是卖方的责任,买方无权要求赔偿。
11.2
Seller's liability for any loss or damages suffered by the Buyer shall be limited to the ordinary loss or damages caused by Seller.
卖方对买方的损失责任仅限于买方的正常损失。
11.3
For damages that have arisen through special circumstances, Seller's liability is limited to compensation for those foreseeable at the time of the conclusion of the contract. Seller's liability is further limited to the price of the supplies or services sold by the Seller. In no event shall Seller be liable for any special, consequential, indirect or exemplary damages.
对于特殊情况下发生的损失,卖方的责任仅限于赔偿在签署本合同时可预见的损失。卖方的责任还限于卖方在本合同下销售的产品和服务的金额。在任何情况下,卖方均不对任何特殊的、衍生的、间接的或者惩罚性的损失承担责任。

12. Set off, Retention of Payment
抵销和保留付款
A set off or retention of payment is only permitted if counterclaims exist which are either undisputed or adjudicated by final judgment.
只有在无争议或最终判决裁定的反诉存在的情况下,才允许对付款抵销或保留。

13. Security
担保
If there are reasonable doubts about Buyer's ability to pay, especially if he defaults, Seller may revoke credit periods and demand payment in advance or security for further supplies and services.
如果对买方支付能力存在合理怀疑,尤其是买方违约时,卖方有权撤销信用期并且要求买方提前付款或者对更多产品和服务提供担保。

14. Retention of Title
保留所有权
14.1 Simple Retention of Title
简单的所有权保留
The goods sold shall remain the property of the Seller until the price has been paid in full.
在买方完全支付价款之前,销售的产品的所有权仍归卖方所有。
14.2 Expanded Retention of Title
扩张的所有权
In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with Seller, Seller retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.
如果买方已经支付了已交付产品的价款,但是没有完全支付与卖方之间的业务产生的其它债务,卖方还保有对已交付产品的所有权,直至该等未偿还的债务完全得到清偿。
14.3 Retention of Title with processing clause
带有加工条款的所有权保留
In the event Buyer processes the goods delivered by Seller, Seller shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Seller shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Seller to the invoice value of the other materials.
如果买方对卖方交付的产品进行加工,卖方应当被视为制造商并且应当直接获得新产品的唯一所有权。如果加工涉及到其它材料,卖方应当根据卖方交付产品的发票金额与其它材料的发票金额的比例直接获得新产品的共有权。
14.4 Free disposal of the goods owned by Seller
买方所有物的自由处置
Buyer shall have in the ordinary course of business free disposal of the goods owned by Seller, provided that Buyer meets its obligations under the business relationship with Seller in due time.
如果买方按时履行了其在业务关系中的义务,买方在正常业务过程中可以自由处置卖方所有的货物。
14.5 Right of Access
查阅权
At the request of Seller, Buyer shall provide all necessary information on the inventory of goods owned by Seller.
经卖方要求,买方应当提供卖方所有产品全部存货的必要信息。
14.6 Late Payment
逾期付款
In the event of late payment by Buyer, Seller is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the temporary surrender of the goods owned by Seller at Buyer's expense.
如果买方逾期付款,卖方有权在不解除销售合同且不给予宽限期的情况下,要求暂时交出卖方所有的货物,相关费用由买方承担。

15. Force Majeure
不可抗力
Any incident or circumstances beyond the Seller's control such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government shall relieve Seller from his obligations under the Contract to the extent Seller is prevented from performing such obligations. Seller shall not be liable to the Buyer in such circumstances. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller

with suppliers of Seller. If the aforementioned incidents or circumstances last for a period of more than 3 months, Seller is entitled to withdraw from the Contract without the Buyer having any right to compensation whatsoever.
任何超出卖方控制的事件或情况下,例如自然事件、战争、罢工、停工、原材料和能源短缺和交通管制、机器故障、火灾、爆炸、或政府行为,卖方应当被免于履行本合同下的义务。在该等情况下,卖方不对买方承担任何责任。前述也同样适用于该等事件或情况导致卖方和卖方供应商之间业务无法进行的情况。如果前述事件或情况持续超过3个月,卖方有权解除本合同且买方无权要求任何赔偿。

16. Place of payment
付款地
Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.
无论产品或文件交货地点如何,付款地均为卖方营业地。

17. Communication
通信
Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.
任何需要一方接收的通知或其它通信仅在该方收到之时方才生效。如果必须遵守时间限制,则通知或其它通信需要在该时间限制期内送达接收方。

18. Termination
终止
In the event that Buyer becomes insolvent, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against the Buyer for bankruptcy, receivership or liquidation, the Seller is entitled, without prejudice to its other rights, to immediately suspend or terminate the Contract.
如果买方无力偿还债务、被判定破产或者进入破产管理或清算程序,或者被申请破产、破产管理或清算,卖方有权立即中止或终止合同,且卖方其它权利不受影响。

19. Dispute Resolution Jurisdiction
争议解决管辖权
Any dispute arising out of or in connection with these General Conditions of Sale or the Contract shall be referred to and finally resolved in Shanghai in accordance with the rules of the Shanghai International Arbitration Center then in effect.
任何因销售条款和合同发生的或与之相关的争议均应在上海根据上海国际仲裁中心当时有效的仲裁规则最终裁决。
The number of arbitrators shall be one (1) in the case where the amount in dispute is less than RMB 1 million and in all other cases where the amount in dispute cannot be determined or cannot be agreed upon or where the dispute is not over a monetary amount, the number of arbitrators shall be three (3).
当争议金额低于人民币100万时仲裁员数量为一(1)。在争议金额不确定或者不能就争议金额达成一致或者没有争议金额时,仲裁庭应由三位仲裁员组成。

20. Applicable law
适用法律
The contractual relationship shall be governed by the laws of the People's Republic of China without giving effect to the conflict of laws principles thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to the Contract and are expressly disclaimed by the Parties.
本合同关系适用中华人民共和国法律,并排除适用冲突法规则。双方明确排除 《联合国国际货物销售合同公约》和《联合国国际货物买卖时效期限公约》,及其修正案对合同的适用。

21. Contract Language
合同语言
If these General Conditions of Sale are made known to Buyer in another language, in addition to the English language, this is merely done for Buyer's convenience. In case of differences of interpretation, the version in English Language shall be binding.
如果买方取得的本销售条款的版本除了英文,还有其它语言,则这仅仅是为了买方便利。如果两种语言之间有任何不一致之处,则英文版本有效力。

22. Severability
可分割
If any provision of these General Conditions of Sale or the Contract is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of these General Conditions of Sale or the Contract shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify the General Conditions of Sale or the Contract to fulfill as closely as possible the original intents and purposes hereof.
如果本销售条款或合同的任何规定被任何政府机构认定为无效、违法或不可执行,则本销售条款或合同其余的条款仍应当完全有效,前提是预期交易的经济和法律实体没有对任何 一方有在任何形式的重大不利。 如果发生该等情况,双方同意友好协商修改销售条款或合同,尽可能履行原本的意图和目的。

23. Data Protection
数据保护
Buyer represents and warrants that its collection, provision and transmission of personal information and other data to Seller for the purpose of the Contract comply with the laws and regulations of China (including but not limited to the requirements of cross-border transmission) and does not violate its contractual obligations with any third parties
买方陈述并保证,其为本合同目的收集并向卖方提供和传输个人信息及其他数据符合中国的法律法规(包括但不限于跨境传输的要求),并且不违反其与第三方的合同义务。