

## 销售条款和条件

- 1. 总则。** 以下条款和条件("T&C")应是适用于卖方实体（在相关采购订单或确认书上列明）与买方之间达成的任何销售合同的唯一销售条款。不接受买方其他文件中同本 T&C 不同或不一致的任何条款和条件，未经卖方明确书面同意，其对卖方没有约束力，即使已经确认工作已开始或订购物品已发出。相关合同及本 T&C 须由双方采取签署文件的书面方式进行修改，并构成双方的总协议。在相关合同之前或同时进行的谈判、建议或订立的声明、推荐、陈述或协议，不应包括在内，也不构成相关合同的组成部分。
- 2. 接受和价格。** 报价有效期为三十（30）日，卖方书面延期的除外。卖方订单确认后合同才生效。另有约定除外，价格均为工厂交货价 Ex Works（Incoterms 2020）
- 3. 重大价格变动。** 从卖方订单确认之日起，到生产流程开始的期间，如果物料价格、辅料价格和原材料价格、代理和燃油价格、卖方从第三方购买零部件的价格、工资、薪金、社会保险费、政府收费、运费或保险费增加超过 10%，双方确认，对价的等价性不复存在，必须考虑该变动因素，善意协商修改合同价款，商定一个新的价款。如果未能达成协议，卖方有权终止合同，任何一方都无权主张任何损害赔偿或赔偿任何损失。
- 4. 发运和交付。** 除非书面另行约定，货物均在卖方所在（工厂、仓库或其他销售点）工厂发货（Incoterms 2020）。除非书面另行约定，卖方保留部分交付的权利。交付时，买方应立即、最迟在交付后 5 个工作日内检验产品，并告知发现的任何缺陷。如果检验后 3 个工作日内（对于隐藏的缺陷，发现该缺陷后）未发出该通知，视为交付的产品没有缺陷。
- 5. 不可抗力。** 不可抗力是指发生卖方无法控制、并且是卖方在报价或确认买方订单之时无法预见的，阻止或妨碍卖方履行合同义务、且为卖方或卖方为全部或部分履行合同聘请的第三方所无法避免或克服的事件或其他情形。推定以下事件满

## TERMS AND CONDITIONS OF SALE

- 1. General.** The following terms and conditions of sale ("T&C") shall be the only terms applicable to any contract for sale between the Seller entity named on the respective purchase order or acknowledgment ("Seller") and Buyer. Any terms and conditions in any of Buyer's other documents that vary or are inconsistent with or add to these T&C are not acceptable and shall not be binding upon Seller without Seller's express written consent even though there may have been acknowledgment if work has commenced, or the items ordered have been shipped. The respective contract and these T&C may only be amended in writing by way of a document signed by both Parties, and they shall constitute the total agreement between the Parties. All proposals, negotiations, representations, recommendations, statements, or agreements made or entered into prior to or concurrent to the respective contract shall not be included or constitute part of the respective contract.
- 2. Acceptance and Price.** Quotations are valid for thirty (30) days unless extended in writing by Seller. A contract shall only become effective upon Seller's order confirmation. Unless agreed otherwise, prices are Ex Works (Incoterms 2020).
- 3. Substantial price variation.** If, from the date of the Seller's order confirmation, until the start of the production process, prices of materials, the prices of auxiliary materials and raw materials, electricity and fuel, parts purchased by Seller from third Parties, wages, salaries, social charges, government levies, freight or insurance premiums are increased by more than 10%, the Parties acknowledge that there is a rupture in the equivalence of the considerations and must negotiate in good faith the revision of the contract prices to agree on a new price, taking into account this variation. In the event of failure to reach an agreement, Seller shall be entitled to terminate the contract, and neither Party shall be entitled to claim damages or compensation for losses of any kind.
- 4. Shipment and Delivery.** All shipments are Ex Works (Incoterms 2020) Seller's premises (plant, warehouse or other point of sale), unless otherwise agreed to in writing. Seller reserves the right to make partial deliveries, unless otherwise agreed in writing. Upon delivery, Buyer shall immediately, but no later than within 5 business days following delivery, inspect products and notify in writing on any detected defects. If no such notification is given within 3 business days following inspection (or, in the case of hidden defects, following detection of such defects), products are deemed to be delivered without defect.
- 5. Force Majeure.** A Force Majeure Event means the occurrence of an event or other circumstances beyond Seller's reasonable control that could not reasonably have been foreseen at the time when Seller made his offer or confirmed Buyer's order and such Force majeure

## 销售条款和条件

是不可抗力的条件，包括但不限于：战争（无论是否宣战）、敌对行动、入侵、外敌行为、大规模军事动员；内乱、内战、暴乱、叛乱和革命、军人政权或篡权、暴动、恐怖主义行为、破坏或海盗；货币和贸易限制、禁运、制裁；合法或非政府的政府行为、遵守任何法律或政府命令、征用、扣押工程、征用、国有化；瘟疫、流行病、大流行病、自然灾害或极端自然事件，如地震、火灾或洪水；爆炸、火灾、设备破坏、运输、电信、信息系统长期故障、能源短缺或无法获得或通常来源的供应减少；普遍或局部的劳工骚乱，如抵制、罢工和封锁、占领工厂和场所。卖方聘请履行合同的卖方供应商或其他第三方厂家遭受不可抗力事件的，该条款同样适用。卖方已采取妥善措施，以保证该第三方货物和/或服务的供应，在正常合理可预见的情况下，卖方可以按期履行其义务。在此不可抗力事件期间，卖方免于履行合同义务，并且不承担损害赔偿或其他违约责任。妨碍或事件的效果是暂时性的情况下，卖方的义务应根据妨碍卖方履行合同的影响时间顺延。卖方同意，考虑不可抗力事件的具体情况，在合理时间内通知买方。但是，该情况为公众所知的除外。不可抗力造成合同不能履行超过 120 日的，在合理时间内书面通知对方后，双方有权终止合同，任何一方都无须承担责任。在此情况下，只需支付已经交付的货物或已经提供的服务。

- 6. 保留所有权。**在收到按照约定金额支付的全部货款前，卖方保留对全部产品的所有权利和所有权。合同订立后，买方自动授权卖方，依照相关国家的法律由相关国家主管部门进行所有权登记，并且完成所有相关的手续。在保留所有权的整个期间，买方应自费维护产品，购买必要的保

## TERMS AND CONDITIONS OF SALE

Event prevents or impedes Seller from performing its contractual obligations under the contract, and the effects of the impediment could not reasonably have been avoided or overcome by the Seller nor by a third party whom the Seller has engaged to perform the whole or part of the contract. The following events shall be presumed to fulfil conditions of a Force Majeure Event, including, but not limited to: War (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; civil unrest, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; currency and trade restriction, embargo, sanction; act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; plague, epidemic, pandemic, natural disaster or extreme natural event, such as earthquakes, fires or floods; explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, energy shortages or unavailability or reduced availability of supply at its usual source; general or local labour disturbance such as boycott, strike and lock-out, occupation of factories and premises. The same shall apply in cases where Seller's supplier or other third-party vendors, Seller engaged to perform a contract suffer a Force Majeure Event and Seller has taken appropriate measures to secure its supply with goods and/or services from such third parties so that under normal and reasonably foreseeable circumstances, Seller could have fulfilled its obligations in a timely manner. During such Force Majeure Event, Seller is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract. Where the effect of the impediment or event invoked is temporary, Seller's obligations shall be extended as long as the impediment invoked impedes performance by the Seller. Seller agrees to inform Buyer within a reasonable period of time, considering the circumstances, about any such Force Majeure Event, unless such circumstances are of public knowledge. If contractual performance is prevented by such circumstances for more than 120 days, both Parties shall have the right to terminate the contract, by means of a written notification within a reasonable period to the other Party, without any liability of any kind to either Party. In such case goods already delivered or services already provided must be paid only.

- 6. Retention of Title.** Seller shall retain all rights and title to all products delivered until the effective receipt of payment in full of the agreed amount. With the conclusion of the contract, Buyer automatically authorizes Seller to have said retention of title entered pursuant to the laws of any of the countries concerned, in any public registers kept for this purpose by the

## 销售条款和条件

险，为了卖方的利益，投保偷盗、全损、火灾、水灾和其他保险，采取其他措施，确保卖方的所有权不受任何损害。

7. **知识产权。** 在合同相关法域出现知识产权侵权索赔的（包括侵犯第三人的专利和商标），卖方应为买方提供抗辩并保护其不受损害，前提是，该索赔完全基于卖方设计和制造的产品，而不是基于同他人制造产品混用的产品。必须书面通知并授权卖方就该索赔进行抗辩，或由其酌定，为买方获取许可或者提供不侵权的代替产品。任何情况下，卖方对买方的总责任都不应超过产品的售价。买方提供的图纸、计算、描述或说明有关的知识产权（包括专利和商标）侵权引起索赔的，买方应保护卖方不受损害，并立即通知卖方。
8. **产品安全 and 安全装备。** 卖方设计制造的产品可以安全方式使用，但是，卖方不保证在各种情况下都安全。同产品一起提供的还有产品说明或规格（或手册）。做好妥善防护，并按照产品使用说明、健康和安全的相关法律法规以及一般合理注意标准，以安全方式安装和使用产品，完全是买方的责任。买方未能这样做，因此产生任何损失、成本、费用、行动或诉讼的，买方应赔偿卖方。
9. **设计、尺寸和重量** 印刷版和电子版产品目录中的设计、尺寸、材料、组分和重量会因正常的产品变更而变动。如有完全准确和/合规要求，买方必须向卖方索取额外信息或证明的，卖方有权撤销向买方作出的要约。在此情况下，任何一方都无权要求赔偿损失。
10. **制造设备和技术信息。** 卖方书面另行明确约定的除外，同订单有关的制造设备、设计数据和其他技术信息均为卖方的财产。买方将其图案/工具交给卖方的，风险由买方承担，不属于卖方保险的范围。

## TERMS AND CONDITIONS OF SALE

competent authorities of the respective countries, and to complete all relating formalities. During the whole period of the retention of title, Buyer shall, at its own expense, maintain the products, take out all necessary insurance with a view to protecting them, for Seller's benefit, against theft, total loss, fire, water, and other risks, and take all further measures in order to ensure that Seller's title is not prejudiced in any way whatsoever.

7. **Intellectual Property.** Seller shall defend and hold Buyer harmless against claims of infringement of intellectual property rights existing in the respective jurisdiction of the contract, including patents and trademarks of third parties, provided such claims are based exclusively on infringement by products designed and manufactured by Seller and not based on the use of the products in combination with products manufactured by others. Seller must be notified in writing and must be authorized to defend such claims or, alternatively, at its own discretion to obtain a license for Buyer or substitute a non-infringing equivalent product. In no event shall Seller's total liability to Buyer exceed the purchase price of the product. Buyer shall hold Seller harmless against and immediately notify Seller of claims of infringement of intellectual property rights, including patents and trademarks, relating to drawings, calculations, descriptions, or instructions provided by Buyer.
8. **Product Safety and Safety Devices.** Products designed and manufactured by Seller are capable of being used in a safe manner, but Seller does not warrant their safety under all circumstances. Products are provided with only those safety devices identified in the respective product description or specifications (or manual). It is Buyer's exclusive responsibility to furnish the appropriate guards and to install and use the products in a safe manner in compliance with its instructions of use, applicable health and safety regulations and with the laws and the general standards of reasonable care. If Buyer fails to do so, Buyer shall indemnify Seller from any loss, cost, expense, action, or cause of action resulting from such failure.
9. **Designs, Dimensions and Weights.** Due to normal product changes, the designs, dimensions, materials, components, and weights shown in printed and electronic catalogs are subject to variation. If complete accuracy and/or compliance is required for an application, Buyer must request additional information or certification from Seller who, in such case, shall be entitled to rescind the offer he has made to Buyer. In such event, neither Party shall have the right to claim for compensation of losses.
10. **Manufacturing Devices and Technical Information.** Unless otherwise expressly agreed to in writing by Seller, all manufacturing devices, design data and other technical information relating to an order shall remain Seller's property. Buyer's patterns/tooling in Seller's

## 销售条款和条件

11. **保修。** 卖方保证其产品(i) 符合约定的规格, 并且(ii)自发运之日起 12 个月期间没有材料缺陷和工艺缺陷。保修产品在保修期内不符合上述保证的, 买方必须及时书面通知卖方。卖方将自行决定免费 (i)修理产品; (ii)更换产品; 或者(iii) 对不合格产品作退款处理。以上构成违反保修的全部救济。
12. **非保修事项。** 事先未经卖方高管书面批准, 卖方的代表没有权力放弃、更改、修改或增补本条款。卖方对以下原因产生的产品缺陷、损坏或失效不予保修: (i)正常磨损; (ii)未能提供合适的安装环境; (iii)不按设计用途使用, 或者其他不当、不妥或过度使用或存储; (iv)未经授权添加、改动或拆卸; (v)超出指定技术数据范围使用而且没有遵守卖方公布的使用说明; 或者(vi)发运或事故期间损坏。买方在产品安装、正常安装、运行和维护时, 需要精心选择、充分测试, 才能保证性能。
13. **保修免责声明。** 上述保修条款取代所有其他法定的、明示或默示的保修条款, 包括但不限于适销性和适用性的默示保证。在任何情况下, 卖方对任何偶发、特殊、间接或附随损失, 不承担侵权或合同或其他法定或衡平法理的责任。
14. **一般性责任限制。** 卖方仅对故意、蓄意的不当行为或重大过失行为造成的损失承担责任, 包括产品责任相关法律规定的侵害生命、肢体和/或健康的人身伤害或货物损失等强制性责任。此外, 卖方对向买方作出的书面担保(如果有)承担责任。但该责任只适用于担保标的物的损失。对于轻微过失, 造成生命、肢体和/或健康损害的除外, 卖方仅对卖方及其法定代表人或代理人严重违反合同义务的行为承担责任, 前提是该违约行为会造成相关合同目的落空。在此情况下, 损害赔偿在理由和金额方面限于卖方在订立本协议之时根据当日已知情况有理由能够遇见的损害情况。纯粹惩罚性赔偿(如: 生产损失或利润损失)受到善意原则的一般性限制(如: 报酬金额与赔偿范围之差不成比例的情况)。排除随附损

## TERMS AND CONDITIONS OF SALE

- possession are held at Buyer's risk and not covered by Seller's insurance.
11. **Warranty.** Seller warrants that its products (i) conform to the agreed specifications, and (ii) are free from defects in material and workmanship for 12 months from the date of shipment. Should a warranted product fail to conform to these warranties within the warranty period, Buyer must promptly notify Seller in writing. Seller will, at its sole discretion and at no charge to the Buyer (i) repair the product; (ii) replace the product; or (iii) refund the portion of the purchase price allocable to the non-conforming product. These remedies are the exclusive remedies for breach of warranty.
  12. **What Is Not Covered by this Warranty.** No representative of Seller has authority to waive, alter, vary or add to the terms hereof without prior written approval of an officer of Seller. Seller does not warrant any defects in, damage to, or failure of products caused by: (i) normal wear and tear; (ii) failure to provide suitable installation environment; (iii) use for purposes other than those for which designed, or other inappropriate, improper or excessive use or storage; (iv) unauthorized attachments, modifications or disassembly; (v) use outside the specified technical data and without regards to the instructions of use published by Seller; or (vi) damage during shipping or accidents. Buyer's care in selection, adequate testing at time of installation and proper installation, operation and maintenance of all products is required for adequate performance.
  13. **Disclaimer of Warranty.** The foregoing warranties are in lieu of all other warranties, statutory, express, or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall Seller be liable in tort or contract or under any other legal or equitable theory of law, for any incidental, special, indirect, or consequential damages.
  14. **Limitations of Liability in General.** Seller will only be liable for damages caused by intent, wilful misconduct or gross negligence and also in those cases where applicable laws on product liability provide that in the event of personal injury or damage to goods, liability is compulsory, e. g. in case of violation of life, limb and/or health. Furthermore, Seller will be liable for guarantees, if any, given in writing to Buyer. This liability will, however, only apply to such damages the guarantee was intended to protect against. In case of slight negligence - except in the case of injury to life, limb and/or health -, Seller will be liable only for a breach of material contractual obligations by it, its legal representatives or its vicarious agents and provided such breach endangers the purpose of the respective contract. In this case, damages will be restricted on the merits and in terms of amount to those cases of damage

## 销售条款和条件

失的赔偿，卖方对超出卖方合理控制原因产生的违约不承担责任。合同同侵权责任竞合的，相应地适用本条款。排除任何其他责任。损失或损害在买方购买保险范围内的，卖方仅对相关损失（如：增加的保险费或理赔前利益劣势）承担责任。违约责任完全由本 T&C 之第三条和第四条规制。

**15. 支付期间。** 另有书面约定除外，支付期间为净三十（30）日，从发票日起算，不考虑扣减。如果买方未能履行支付义务，卖方有权(i)按月利息1.5%收取利息，(ii)获赔催债费用，(iii)如果买方拖延支付超过30日，停止己方的合同履行，(iv)如果买方拖延支付超过120日，终止合同。终止合同的情况下，买方应支付终止日待运产品的全部货款，并支付卖方一笔相当于剩余产品和服务价值10%的损害赔偿金。支付损害赔偿金不会影响卖方向享有的其他权利。

**16. 遵守法律。** 买方同意，遵守欧盟、美国和（适用且与欧美法律不冲突的）卖方管辖地国家关于产品和相关技术数据出口的法律。将卖方提供的产品转移给第三方之前，买方应采取妥善措施，特别检查和保证(i)该转移、就该产品签订居间合同或提供其他经济资源，没有违反欧盟、美国或卖方管辖地国家的禁运和/或制裁规定，并且考虑对国内商业的限制和对规避禁运和/或制裁的禁止规定；(ii)该产品不应用于军备、核技术或核武器；(iii)考虑欧盟、美国和卖方管辖地国家制裁名单条例关于禁止同名单上的实体、个人或组织交易的规定。买方不遵守出口管制规定引起相关索赔、程序、行动、罚款、损失、成本和损害的，买方应赔偿卖方并保证卖方不受损害，买方应赔偿卖方全部损失和支出，除非该义务因国家或国际外贸或海关规定或禁运或其他制裁等障碍而无法实现。

## TERMS AND CONDITIONS OF SALE

that Seller was reasonably able to foresee at the time of the conclusion of this Agreement, based on the circumstances known to Seller at that date. The compensation of purely pecuniary damage, such as loss of production or loss of profit, will be limited by the general principles of good faith, for example in case of a disproportionate difference between the amount of the remuneration and the extent of the damage. Any compensation for consequential damages will be excluded and Seller will not be liable for default or breach of duty due to causes beyond Seller's reasonable control. For concurring claims and tort this clause shall apply accordingly. Any other liability shall be excluded. In the event any loss or damage is covered by insurance taken out by the Buyer, the Seller shall only be liable for any associated losses (e.g., increased insurance premiums or interest disadvantages until settlement of the claim). Liability for default shall exclusively be governed by clause 3 and 4 of these T&C.

**15. Terms of Payment.** Terms of payment, unless agreed otherwise in writing, are thirty (30) days net from the date of invoice without any deductions. If Buyer fails to fulfill any payment obligations, Seller shall be entitled to (i) charge interest at the rate of 1.5% per month, (ii) being reimbursed for any costs of collection and/or dunning (including reasonable attorney's fees), (iii) suspend its own contractual performance, if Buyer's payment default exceeds 30 days, (iv) terminate the contract, if Buyer's payment default exceeds 120 days. In such case of termination, Buyer shall pay all products ready to ship at termination date and pay Seller liquidated damages amounting to 10% of the remaining products and services. Payment of such liquidated damages shall not affect any other rights Seller might have.

**16. Compliance with Laws.** Buyer agrees to comply with the export laws of the European Union, of the United States and of the country of Seller's legal venue (to the extent they apply and do not conflict with the EU or U.S. laws) with regard to the exportation of the products and any technical data associated therewith. Prior to any transfer of products provided by Seller to a third party, Buyer shall in particular check and guarantee by appropriate measures that (i) there will be no infringement of an embargo and/or sanction imposed by the European Union, by the United States of America or by the country of Seller's legal venue by such transfer, by brokering of contracts concerning those products or by provision of other economic resources in connection with those products, also considering the limitations of domestic business and prohibition of by-passing those embargos and/or sanctions; (ii) such products are not intended for use in connection with armaments, nuclear technology or weapons; (iii) the regulations of all applicable Sanctioned Party Lists of the European Union, of the United States and of the country of Seller's

## 销售条款和条件

## TERMS AND CONDITIONS OF SALE

legal venue concerning the trade with entities, persons organizations listed therein are considered. Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out or relating to any non-compliance with any export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof, unless the fulfilment of this obligation is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

17. **起诉的时间。** 针对违反本 T&C 的违约行为的诉讼，应在违约行为发生六（6）个月内提起。
18. **转让** 卖方有权将其在本条款和条件项下的权利义务出让、转让和转移给其关联公司。
19. **可分性** 若本条款和条件的个别规定全部或部分失去效力或可行性，其他条款的效力或该条款其他内容的效力不变。失去效力或可行性的条款应采用在法律和商业方面效力最接近的有效和可行的条款代替。
20. **准据法和争议解决。** 卖方与买方的合同关系完全受卖方管辖地法律的规制，排除国际冲突法规定以及联合国国际货物销售合同公约（CISG）的适用。合同关系引起或相关的纠纷一律提交卖方管辖地法院和法庭解决。卖方还有权在买方管辖地或其他法律认可的管辖地起诉。

17. **Time for Commencing Suit.** Any action for breach of any of the terms of this T&C must be commenced within six (6) months of the alleged breach.
18. **Assignment.** Only Seller shall be entitled to cede, assign and transfer any or all of its rights and obligations in terms of this T&C to any of its affiliates.
19. **Severability.** If individual provisions of these T&C or the contract should be or become invalid or impracticable in whole or in part, then the validity of the remaining provisions or the remaining parts of such provisions is unaffected thereby. The invalid or impracticable clause(s) shall be replaced by provisions the legal and commercial effects of which are as close as possible to what the consequences of the invalid and impracticable clause(s) would have had if they had been valid and practicable.
20. **Applicable Law and Dispute Resolution.** The contractual relationship between Seller and Buyer shall be exclusively governed by the laws of the legal venue of Seller with exclusion of its international conflict of law's provisions and with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising out of or in connection with the contractual relationship, shall be submitted to and settled by the Courts and Tribunals having jurisdiction over the legal venue of Seller. Seller shall also be entitled to take legal action at the Buyer's legal venue or any other legally permissible place of jurisdiction.