

东莞栢民电子有限公司通用销售条款条件
General Terms and Conditions of Sale of
Bachmann Electronics Co., Ltd.

第 1 条 总则
Article 1 General

- 1.1 巴合曼电子有限公司东莞栢民电子有限公司(以下简称“**供应商**”)对产品(以下简称“**所涉产品**”)、相关服务的所有交付以及报价完全基于本通用销售条款条件(以下简称本“**条款条件**”),且除非供应商和相关购买方(以下简称“**购买方**”)另有明确书面约定,供应商与购买方之间签署的所有关于所涉产品销售与交付以及相关服务提供的相关单个合同(以下简称“**所涉协议**”)应完全基于本条款条件。(供应商和购买方下文中合称为“**双方**”,单独称为“**一方**”。) All deliveries of products (hereinafter “**Products**”), related services and quotations of Bachmann Electronics Co., Ltd. (hereinafter the “**Supplier**”) are made exclusively on the basis of these General Terms and Conditions of Sale (hereinafter these “**GTC**”) and, unless expressly agreed otherwise between the Supplier and the respective purchaser (hereinafter the “**Purchaser**”) in writing, all respective individual contracts on the sale and delivery of the Products as well on the provision of related services concluded between the Supplier and the Purchaser (hereinafter the “**Agreement(s)**”) shall be made exclusively on the basis of these GTC. (The Supplier and the Purchaser are hereinafter collectively referred to as the “**Parties**” and each individually as a “**Party**”).)
- 1.2 本条款条件还应适用于将来所有无其他明确约定的交易。本条款条件应视为最迟于购买方收到所涉产品后即为购买方所接受。在此明确否认和拒绝接受购买方的任何通用条款条件以及任何与本条款条件不同的、相冲突的或额外的条款。就购买方的任何通用条款条件以及任何与本条款条件不同的、相冲突的或额外的条款而言,即使订单已被接受且/或在个别情形中未明确否认和拒绝接受该等条款条件,该等条款条件也不得成为所涉协议的

组成部分,除非供应商已在相关情形下明确同意接受该等条款条件。

These GTC shall also apply to all future transactions without further express agreement. These GTC shall be deemed to be accepted by the Purchaser upon receipt of the Products at the latest. Any general terms and conditions as well as any different, conflicting or additional terms of the Purchaser are hereby expressly contradicted and rejected. Any general terms and conditions as well as any different, conflicting or additional terms of the Purchaser shall not become part of the Agreement even if an order is accepted and/or if they are not expressly contradicted or rejected in individual cases, except where the Supplier has expressly agreed thereto in writing in individual cases.

第 2 条 年交付量
Article 2 Annual Volume

除非供应商和购买方在个别情形中另有书面约定,对所涉产品不设最低年交付量。 Unless otherwise agreed between the Supplier and the Purchaser in writing in individual cases, there shall be no minimum annual volume of delivery of Products.

第 3 条 采购订单与接受订单
Article 3 Purchase Order and Acceptance

- 3.1 供应商的报价和成本估算无约束力,但应理解为邀请购买方向供应商下达采购订单(以下简称“**采购订单**”)。相关所涉协议在供应商接受购买方的采购订单(构成要约)后即达成。如果前述承诺内容不同于订单内容,则视为供应商已提出新的但无约束力的报价,即:关于请购买方以要约的形式向供应商下达采购订单的新邀请。 Quotations and cost estimates of the Supplier are not binding but are to be understood as an invitation to the Purchaser to make a purchase order (hereinafter “**Purchase Order(s)**”) to the Supplier. The respective individual Agreement is concluded upon the Supplier's acceptance of the Purchaser's Purchase Order (which shall constitute an offer). If such acceptance deviates from the order, it is regarded as the Supplier's new non-binding quotation, i.e. a new invitation to the Purchaser to make a

Purchase Order in form of an offer to the Supplier.

采购订单应由购买方以书面形式（包括传真或电子邮件）下达，且应载明以下详细信息：

Purchase Orders shall be made by the Purchaser in writing, including fax or e-mail, and shall specify the following particulars:

- (1) 所涉产品种类；
the type of Products;
- (2) 要求提供的数量；
the quantity demanded;
- (3) 要求送达的目的地；
the destination demanded;
- (4) 拟定交付日期；以及
the proposed delivery date; and
- (5) 所涉产品的任何其他规格。
any other specifications of the Products.

除非供应商和购买方在个别情形中另有书面约定，所有采购订单均应完全遵守本条款条件，而不是遵循购买方提供的任何标准条款条件以及任何与本条款条件不同的、有冲突的或额外的条款。

Unless otherwise agreed in writing by the Supplier and the Purchaser in individual cases, all Purchase Orders are subject exclusively to these GTC, and shall not be subject to any standard terms and conditions as well as any different, conflicting or additional terms given by the Purchaser.

- 3.2 供应商可自行决定接受还是拒绝购买方的任何采购订单。因供应商不接受订单而导致发生的任何损失或损害，供应商概不负责。

The Supplier may accept or reject any Purchase Order from the Purchaser at its sole discretion, and the Supplier shall not be liable for any loss or damage caused by its non-acceptance of orders.

如果供应商在收到采购订单后5（五）个工作日内未告知购买方其接受该采购订单，则应视为供应商已拒绝接受

该采购订单。尽管有前一句的规定，供应商执行采购订单之举应视为其接受该采购订单。

If the Supplier does not inform the Purchaser of its acceptance within 5 (five) working days after receipt of a Purchase Order, the Purchase Order shall be deemed to have been rejected by the Supplier. Notwithstanding the preceding sentence, execution of the Purchase Order by the Supplier shall be deemed to be an acceptance of the Purchase Order.

- 3.3 供应商接受采购订单后，其中所载任何条款或条件发生的任何改动均属于无效，除非供应商和购买方在个别情形中作出书面约定。供应商或其员工或其指定方所作的任何补充、改动和附属协议以及所提供的任何信息、推荐、建议、协议和承诺在获得供应商书面确认之前均无约束力。

After a Purchase Order has been accepted by the Supplier, no variation of any term or condition of the Purchase Order shall be effective unless agreed in writing by the Supplier and the Purchaser in individual cases. Any supplements, alterations and auxiliary agreements, as well as information, recommendations, advice, agreements and acceptances of the Supplier or his employees or appointees are not binding until confirmed by the Supplier in writing.

- 3.4 供应商保留在进一步开发等过程中对所涉产品作出调整的权利，但前提是这些调整不会导致价值减少且对购买方而言也是合理的。

The Supplier reserves the right to make changes to the Products in the course of, inter alia, further development, provided that these do not lead to a reduction in value and are otherwise also reasonable for the Purchaser.

第4条 价格 **Article 4 Price**

- 4.1 除非供应商和购买方在个别情形中另有书面约定，所涉产品的销售和交付价格（以下简称“**购买价**”）应适用《2020年版国际贸易术语解释通则》项下的“工厂交货”条款，不含所涉产品的包装费以及任何增值税（如适用）。在应缴增值税的情况下，供应

商除了收取购买价，还应向购买方收取增值税。

Unless otherwise agreed in writing by the Supplier and the Purchaser in individual cases, the prices for sale and delivery of the Products (hereinafter referred to as “**Purchase Price**”) shall be EXW according to INCOTERMS 2020 and shall not include the costs of the packaging of the Products or any VAT, if applicable. The VAT, if applicable, shall be charged by the Supplier to the Purchaser in addition to the Purchase Price.

- 4.2 如果供应商还同意提供装配或安装服务或任何其他相关服务，且除非另有书面约定，购买方应支付足额报酬以及其他必要的附加费用，例如差旅交通费以及津贴。购买方应遵守供应商就提供该等服务（如有）而规定的条款条件。

In case the Supplier also agrees to provide services for assembly or erection or any other related services and unless otherwise agreed in writing, the Purchaser shall pay an adequate remuneration and any incidental costs required, e.g. for traveling and transport as well as allowances. The Purchaser shall comply with the terms and conditions as stipulated by the Supplier for provision of such services if any.

- 4.3 除非在个别情形中另有明确书面约定，购买方无权将有关供应商（所谓）欠款的权利主张用于抵销购买价。

Unless otherwise expressly agreed in individual cases in writing, the Purchaser shall not be entitled to set off any claims (allegedly) owed by the Supplier against the payment of the Purchase Price.

第 5 条 支付条款和支付方式 **Article 5 Terms and Method of Payment**

- 5.1 除非供应商和购买方在个别情形中另有明确书面约定，购买方应在所涉产品交付前，于供应商通过传真或电子邮件向购买方发出完整且适当的发票后 7（七）个工作日内，向供应商不时以书面形式指定的银行账户汇付购买价，且所付款项不得作任何扣减。

Unless expressly agreed otherwise between the Supplier and the Purchaser in individual cases in writing, the Purchase Price shall be remitted by the Purchaser in advance before delivery of the Products to a bank account of the Supplier as designated in writing by the Supplier from time to time without deduction within 7 (seven) working days after issuance of a complete and proper invoice by the Supplier to the Purchaser via fax or email.

- 5.2 如果购买方未在约定日期结束之前付款，则针对该等违约情形，供应商有权在不影响其根据本条款条件、所涉协议或法律所享有的其他权利的情况下：

If the Purchaser fails to make payment by the agreed date, the Supplier shall be entitled, without prejudice to other rights that the Supplier has under these GTC, the Agreement or the law for breach of contract,

- (1) 暂停或取消有关所涉产品的上述交付以及所涉产品的任何或全部后续交付或者任何服务的提供，直至且除非该等款项付清；以及 to suspend or cancel the said delivery and any or all further deliveries of the Products or provision of any services until and unless such payment has been made; and
- (2) 针对购买价款中所欠付款项，每天按欠付金额 0.04% 的标准向购买方收取利息。
to charge the Purchaser interests for any outstanding amount of the Purchase Price at the rate of 0.04% of the outstanding amount per day.

如在供应商催促购买方付款后 14（十四）天内购买方仍未遵守其付款义务，供应商则还应有权终止现有所涉协议。
The Supplier shall further be entitled to terminate the existing Agreements if the Purchaser still does not comply with his payment obligations within a period of 14 (fourteen) days after being urged to do so by the Supplier.

第 6 条 交付条款
Article 6 Terms of Delivery

除非供应商和购买方在个别情形中另有明确书面约定，应在收到按本条款条件第 4 条和第 5 条支付的购买价款后，按《2020 年版国际贸易术语解释通则》项下“工厂交货”条款发送和交付所涉产品。

Unless expressly agreed otherwise between the Supplier and the Purchaser in individual cases in writing, the Products shall be dispatched and delivered EXW according to INCOTERMS 2020, after receipt of the Purchase Price in accordance with Articles 4 and 5 of these GTC.

第 7 条 迟延交付
Article 7 Delay in Delivery

7.1 仅在供应商明确告知且在供应商及时收到应由购买方提供的所有文件、需获得的必要许可和批准以及在购买方按时履行约定的支付条款和其他义务的情况下，就所涉产品设定的交货时间才对供应商具有约束力。如上述条件未及时得到满足，则上述所设定的交付时间应合理延长。

Times set for delivery of the Products shall only be binding on the Supplier if expressly communicated so by the Supplier and if all documents to be furnished by the Purchaser, necessary permits and approvals are received in time and if agreed terms of payment and other obligations of the Purchaser are duly fulfilled. If these conditions are not fulfilled in time, times set shall be extended reasonably.

7.2 除发生本条款条件定义的不可抗力情形外，如购买方未在双方规定的地点和时间提取所涉产品，则购买方仍应有责任按照本条款条件和所涉协议支付到期应付的款项。供应商可为所涉产品作出仓储安排，风险和费用由购买方承担。供应商随后应书面通知购买方在该通知发出后 14（十四）天内提取所涉产品。如购买方未按照前一句规定行事，供应商则有权终止相关采购订单和/或所涉协议，并且有权就其因购买方未接受交货而遭受的任何损失或损坏，向购买方提出索赔。

If, other than in circumstances of force majeure as defined herein, the Purchaser fails to take delivery the Products at the place and time stipulated by the Parties, it

shall nevertheless be liable for the payments due and payable pursuant to these GTC and the Agreement. The Supplier may arrange for the Products to be stored at the risk and the cost of the Purchaser and shall subsequently inform the Purchaser in writing to accept delivery of the Products within 14 (fourteen) days from the issuance of such notice. If the Purchaser fails to comply with the stipulations of the preceding sentence, the Supplier shall be entitled to terminate the related Purchase Order and/or the Agreement and claim against the Purchaser for any loss or damage suffered as a result of the failure of the Purchaser to accept the delivery.

第 8 条 运输和包装要求
Article 8 Shipping and Packaging Requirements

如供应商和购买方在个别情形中书面约定由供应商提供所涉产品的包装，则供应商将按常规注意标准对待运的所涉产品进行备货和包装，以防运输中发生任何损坏。

If the Supplier and the Purchaser in individual cases agree in writing that the Supplier shall provide for packaging of the Products, the Supplier will exercise, with normal standard of care, to prepare and pack the Products for transport so as to prevent any damage in transport.

第 9 条 所有权和风险的转移
Article 9 Passing of Ownership and Risk

9.1 所涉产品尽管已交付给购买方，其所有权仍为供应商所有，直至且除非购买方向供应商最终全额支付所涉产品的购买价款（以下简称“**所有权保留**”）。就每次交付的所涉产品支付购买价后，所涉产品的所有权即应转移给购买方。在所有权保留期间且直至全额付清购买价，适用下列规定：

The right of ownership in the Products shall, despite their delivery to the Purchaser, continue to vest in the Supplier until and unless full and final payment of the respective Purchase Price for the respective Products has been made by the Purchaser to the Supplier (hereinafter “**Retention of Title**”). Upon payment of the Purchase Price for each respective delivery of Products, the ownership in those Products shall pass to the Purchaser.

During the term of Retention of Title until full payment of the respective Purchase Price, the following applies:

- (1) 所有权保留的所涉产品（以下简称“**所有权保留产品**”）应由购买方单独存放，并且不得与其他产品混合或混淆，且应标注为供应商的财产，且购买方应按惯例为这些产品投保火灾险、盗窃险和水险等常见险种。The Products under Retention of Title (hereinafter the “**Retained Products**”) shall be stocked by the Purchaser separately and not be mixed or commingled with other products and marked as property of the Supplier and the Purchaser shall insure them against the usual risks such as fire, theft and water to the customary extent.
- (2) 所有权保留产品应存放在合适的仓库内，以防其受损。如果根据所有权保留产品发往地适用的法律法规或所有权保留产品随时所处之地适用的法律法规，供应商认为保护自身所有权权益需要各项书面文件，则经供应商要求，购买方应签署该等文件并交付给供应商。The Retained Products shall be stocked in warehouses suitable to prevent any harm from the Retained Products, and the Purchaser shall, on demand of the Supplier, execute and deliver to the Supplier such instruments as the Supplier may deem necessary to protect its interests in its title in accordance with the laws and regulations applicable where such Retained Products may be shipped or at any time located.
- (3) 购买方不得出售、处置、质押或以其他方式转移所有权保留产品的所有权，作为提供给第三方的担保。如所有权保留产品发生扣押、扣留或其他第三方处置情形，购买方应及时通知供应商，不得迟延，并且向第三方指明供应商对该等产品享有所有权。The Purchaser shall not sell, dispose of, pledge or otherwise

transfer title to the Retained Products as security to any third party. In the event of attachments and seizures or other third-party dispositions, the Purchaser shall inform the Supplier of this without delay and point out the Supplier's ownership to the third party.

- (4) 如购买方违反本条款条件或所涉协议的任何规定，尤其在购买方不按照本条款条件第 4 条和第 5 条的规定履行付款义务的情形下，供应商应有权在所设定期限过后收回所有权保留产品且购买方有义务交还该等产品。在购买方的资产被提请启动破产程序后，供应商有权在法律允许的范围内，终止现有所涉协议，并要求立即返还所有权保留产品。

If the Purchaser breaches the stipulations of these GTC or the Agreement, in particular, in the event of default of payment according to Articles 4 and 5 hereof, the Supplier shall be entitled to repossess the Retained Products after setting a deadline, and the Purchaser shall be obliged to surrender them. Upon application for commencement of insolvency proceedings on the Purchaser's assets, the Supplier shall be entitled to terminate the existing Agreements and demand the immediate return of the Retained Products, to the extent legally possible.

- (5) 如果在购买方对所有权保留产品进行加工的过程中，所有权保留产品因合成或混合而成为任何其他物品不可分割的组成部分，或者经加工或改造后产生了新物品，购买方在此将其对该等物品的所有权或共有权转让给供应商，并承诺采取审慎商业人士的勤勉态度免费为供应商保管该等物品。如该等物品的所有权为共有性质，供应商享有的共有权份额则应等同于所加工物料的价值在新物品价值中所占的比例。

If during processing of the Retained Products by the Purchaser, the Retained Products become an integral part of another object by combination or mixing or if a new object is produced by processing or

remodeling, the Purchaser hereby transfers its ownership or co-ownership of such object to the Supplier and undertakes to hold the object in custody on the Supplier's behalf free of charge with the diligence of a prudent businessman. If co-ownership arises, the Supplier's share shall correspond to the portion resulting from the ratio of the value of the processed materials to the value of the new object.

- 9.2 除非在个别情形中另有书面明确规定，所涉产品的损害、损失、毁坏或毁损之风险应在所涉产品根据上述第 6 条的规定交付后转移给购买方。Unless expressly agreed otherwise in writing in individual cases, the risk of any damages, losses, destruction or deterioration of the Products shall pass on the Purchaser upon delivery of the Products in accordance with Article 6 above.

尽管有前一句规定，如果双方明确约定交货包括由供应商进行装配或安装作业，则所涉产品的损害、损失、毁坏或毁损之风险应在所涉产品于购买方场地被接受后转移给购买方，或者如果在个别情形中约定上述风险在成功试运行后转移给购买方，则该等风险按约定转移。但是，如因购买方负有责任的原因导致在购买方场地接受所涉产品或试运行发生延迟，或者如果购买方出于其他原因未接受所涉产品，则风险应于发货、交货、启动或履行装配或安装时转移给购买方。Notwithstanding the preceding sentence, in case the Parties expressly agree that the delivery includes assembly or erection to be carried out by the Supplier, the risk of any damages, losses, destruction or deterioration of the Products shall pass on the Purchaser upon acceptance at the Purchaser's site or, if so agreed in individual cases, after a successful trial run. However, the risk shall pass to the Purchaser with dispatch, delivery, the start or performance of assembly or erection, in case the acceptance at the Purchaser's site or the trial run is delayed for reasons for which the Purchaser is

responsible or if the Purchaser has otherwise failed to accept the Products.

第 10 条 检验和通知 **Article 10 Inspection and Notification**

- 10.1 所涉产品按照第 6 条交付后 5（五）天内，购买方应检验所涉产品的数量、质量及规格，且应在发现所涉产品不符合规定、有明显缺陷、不符之处或异常之处后书面通知供应商，并应将相关详细记录发送给供应商。如购买方在上述期限内既未进行上述检验，亦未就所涉产品的数量、质量或规格提出任何权利主张，则所涉产品应被视为符合所涉协议的规定，购买方应被视为已接受所涉产品，且供应商对此后发生的任何权利主张概不负责。供应商应自行选择将有缺陷的所涉产品更换成新的且无缺陷的所涉产品、补足所缺的所涉产品、修理有缺陷的所涉产品或者降低购买价。因更换有缺陷的所涉产品或补足所缺的所涉产品而发生的相关运输费用应由供应商承担。

The Purchaser shall inspect the quantity, quality and specifications of the Products and shall notify the Supplier in writing of any non-conformity, obvious defects, discrepancies or irregularities thereto within 5 (five) days from the delivery in accordance with Article 6 and shall send detailed notes thereon to the Supplier. If the Purchaser fails to conduct such inspection and fails to raise any claims regarding the quantity, quality or specifications of the Products within the above time limit, the Products shall be deemed to be in conformity with the Agreement and the Purchaser shall be deemed to have accepted the Products and the Supplier shall not be liable for any claims raised thereafter. The Supplier shall at its choice either replace the defective Products with new Products free of defects or make up the Products in short, repair the defective Products or reduce the Purchase Price. Any transportation costs arising in connection with a replacement of defective Products or make up of Products in short shall be borne by the Supplier.

- 10.2 如果所涉产品中存在对其进行合理检验后也无法发现的隐蔽缺陷，购买方

则应在发现隐蔽缺陷后5（五）天内，但无论如何不得晚于所涉产品交付日后为24（二十四）个月的产品质量保证期届满之时，将该等隐蔽缺陷书面告知供应商。如购买方未遵守前一句规定，则所涉产品应被视为符合所涉协议的规定，购买方应被视为已接受所涉产品，且供应商对此后发生的任何权利主张概不负责。

If there are hidden defects in the Products such that they cannot be discovered upon a reasonable inspection of the Products, the Purchaser shall notify the Supplier in writing within 5 (five) days of the discovery of the hidden defects, however, in any case not later than the product quality guarantee period of 24 (twenty-four) months after the date of delivery of the Products. If the Purchaser fails to comply with the stipulations of the preceding sentence, the Products shall be deemed to be in conformity with the Agreement and the Purchaser shall be deemed to have accepted the Products and the Supplier shall not be liable for any claims raised thereafter.

第 11 条 产品质量保证 **Article 11 Product Quality Guarantee**

11.1 供应商保证：在交货日以后的24（二十四）个月内，所涉产品不存在设计、材料或制造方面问题导致产生的任何缺陷，并完全符合供应商提供的规格与所涉协议所列的质量标准（如有）。The Supplier guarantees that for a period of 24 (twenty-four) months commencing from the date of delivery, the Products are free from any defects due to faulty design, materials or manufacturing and they fully comply with the specifications provided by the Supplier as well as the quality standards as set out in the Agreement, if any.

11.2 在购买方遵守上文第10条规定的检验和通知义务的前提下，供应商承诺：将对由于设计、材料或工艺方面的问题所致的各项缺陷进行补救，但前提是购买方须在上述保证期内提出存在此类问题所导致产生缺陷。所涉产品交货后出现的任何类型的损坏均不适用产品质量保证。

Subject to compliance by the Purchaser with the inspection and notification

obligations as set out in Article 10 above, the Supplier undertakes to remedy any defect resulting from faulty design, materials or workmanship provided that they have been raised by the Purchaser within the guarantee period stated above. The product quality guarantee will not cover any kind of damages caused to the Products after their delivery.

第 12 条 责任免除 **Article 12 Exclusion of Liability**

12.1 不论本条款条件内有任何相反规定，供应商对以下各项概不负责：Notwithstanding anything to the contrary herein, the Supplier shall not be liable for

- (1) 与约定的质量存在细微偏差的缺陷，或者仅对可用性产生较小损害的缺陷；
defects in cases of insignificant deviations from the agreed quality, or only minor impairment of usability;
- (2) 自然损耗；
natural wear and tear;
- (3) 因风险转移给购买方后发生的原因所导致产生的任何缺陷；
any defect which is due to causes arising after the risk has passed to the Purchaser;
- (4) 基于所涉协议项下无法预见的某些外部影响或因无法重现且无法证明的硬件和软件错误所提出的权利主张；
claims based on particular external influences not foreseeable under the Agreement, or from non-reproducible and unprovable hardware and software errors;
- (5) 基于可归责于购买方或第三方进行的不当改动或维修工作的缺陷以及由此产生的后果所提出的权利主张；
claims based on defects attributable to improper modifications or repair work carried out by the Purchaser or third parties and the consequences thereof; or

- (6) 因供应商附带提供的任何装配或安装服务所产生的较小缺陷。
minor defects attributable to any services of assembly or erection provided collaterally by the Supplier.

12.2 购买方拒绝和/或不愿提供已依购买方单项规范生产出的所涉产品所需的相关必要信息和资料（如有），因此导致任何缺陷的，供应商概不负责。

The Supplier shall not be liable for any defects caused as a result of the Purchaser's refusal and/or unwillingness to provide the necessary and relevant information and materials if required for Products which have been manufactured according to the individual specifications of the Purchaser, if any.

12.3 购买方转售任何所涉产品时未作适当说明或警告，或购买方未按要求召回，因此产生任何责任、索赔、要求及开支（包括律师费）的，购买方应补偿供应商，使供应商免于因此遭受损害。The Purchaser shall indemnify and hold the Supplier harmless from and against any liabilities, claims, demands and expenses, including lawyers' fees, for any damage or injuries resulting from any Products resold by the Purchaser without giving appropriate instructions or warnings or from its failure to make any recall of the Products if required.

第 13 条 销售记录 **Article 13 Sales Records**

13.1 购买方应保留包含相关信息的适当记录，以便在因产品责任等原因可能需立即召回所涉产品时提供支持。此类记录应包括有关客户、所售类型及数量以及销售日期等资料。经供应商要求，购买方应向供应商提供上述记录，并且出于紧急召回任何所涉产品之目的而提出合理要求时提供此类协助。尽管有前述规定，如供应商发出召回指令，则购买方应对此类召回负有全部责任。

The Purchaser shall maintain appropriate records containing the relevant information to support the immediate recall of Products which may become necessary, inter alia, due to product liability. Such records shall include

documentation on the customer, the type and quantity sold and the date of sale. Upon the Supplier's request, the Purchaser shall provide the Supplier with the above records and offer such assistance as reasonably required for the purpose of recalling any of the Products as a matter of urgency. Notwithstanding the above, the Purchaser shall be solely responsible for any recall, if such recall is instructed by the Supplier.

13.2 上文第 13.1 条规定的记录应至少留存 15（十五）年，并且应以其能及时检索的方式予以保存。经要求，将向供应商提交销售记录的复本。

The records as stated in Article 13.1 above shall be retained for a period of at least 15 (fifteen) years and shall also be maintained in a manner that will allow their timely retrieval. Copies of distribution records have to be handed out to the Supplier upon request.

13.3 购买方在使用所涉产品的过程中可能发生任何风险以及可能注意到所涉产品存在任何缺陷的，应立即通知供应商，通知时间不得晚于发现后 3（三）个工作日。

The Purchaser shall immediately, but not later than 3 (three) working days after detection, inform the Supplier about any risks that may occur during the use of the Products and any product defects it may become aware of.

第 14 条 知识产权 **Article 14 Intellectual Property Rights**

14.1 供应商开发、制作或取得并向购买方提供的与本条款条件及/或所涉协议相关的所有设计、规范、图纸、发明、商业秘密、专利、专利申请、专有技术、商标及其他知识产权或专有信息以及供应商就以上内容享有的所有权利，均系且仍为供应商专属财产。为免生疑义，特此说明：关于所涉产品或供应商或其关联公司的任何其他产品的设计、外观或功能的任何设计、发明、专利、商标及其他知识产权或专有信息，购买方不得在中华人民共和国（“中国”）境内或境外直接或间接地予以申请注册登记，不论以购

买方自身的名义还是以任何第三方的名义。

All designs, specifications, drawings, inventions, trade secrets, patents, patent applications, know-how, trademarks and other intellectual property or proprietary information developed, made or acquired by the Supplier and provided by the Supplier to the Purchaser in connection with these GTC and/or the Agreement and all Supplier rights therein are and shall remain the sole property of the Supplier. For the avoidance of doubt, the Purchaser shall, neither in the People's Republic of China (hereinafter the "PRC") nor abroad, directly or indirectly, apply for the registration of any designs, inventions, patents, trademarks and other intellectual property or proprietary information concerning the design, appearance or function of the Products or of any other products of the Supplier or its affiliated companies, neither in its own name nor in the name of any third party.

- 14.2 在不影响上文第 14.1 条一般性规定的情形下，供应商还保留涉及其费用估价单、图纸及其他任何文件（以下简称“**所涉文件**”）的一切知识产权，包括著作权。事先未经供应商书面同意，购买方不得让任何第三方取阅文件，并且在供应商未取得合同的情况下，或者在在供应商要求的情况下，购买方应将所涉文件返还供应商，若无合理理由，不得迟延。上述第一句和第二句的规定在经必要修正后下也适用于购买方的所涉文件。但是，供应商可以让承接所涉产品供应或制造或者提供相关服务的第三方分包商获取购买方的所涉文件。

Without limiting the generality of Article 14.1 above, the Supplier further reserves any intellectual property rights, including copyrights, pertaining to its cost estimates, drawings and any other documents (hereinafter referred to as "**Documents**"). The Documents shall not be made accessible by the Purchaser to any third parties without the Supplier's prior written consent and shall, upon request of the Supplier, be returned without undue delay to the Supplier if the contract is not awarded to the Supplier or if requested so by the Supplier. The above 1st and 2nd sentences shall apply mutatis mutandis to

the Purchaser's Documents; these may, however, be made accessible by the Supplier to those third parties to whom the Supplier has subcontracted the provision or the manufacture of the Products or related services.

第 15 条 第三方侵权与第三方提起侵权主张

Article 15 Third Party's Infringements and Third Party's Infringement Claims

- 15.1 自最近一份所涉协议签订之日后 1（一）年内，就供应商的知识产权或其他任何专有权利而言，如有第三方可能侵权，或有第三方声称供应商可能侵权，购买方将立即通知供应商。For a period of 1 (one) year upon conclusion of the last Agreement, the Purchaser will inform the Supplier immediately of potential intellectual property infringements committed by a third party as well as of potential; intellectual property infringements allegedly committed by the Supplier as alleged by a third party with respect to the Supplier's intellectual property or any other proprietary rights.

如遇上述情况，购买方应向供应商及/或供应商的关联公司（视具体情况而定）免费提供对上述第三方采取行动所需的全部文件和协助，或者，根据具体情况，免费提供质疑第三方提出的上述主张所需的全部文件和协助。如第三方对供应商及/或供应商的关联公司提出诉讼或仲裁请求（视具体情况而定），供应商和购买方应密切合作进行抗辩，不收取对方费用。

In the above cases, the Purchaser shall provide the Supplier and/or the Supplier's affiliated companies, as applicable, free of charge with all required documents and assistance to take action against such third party or, as the case may be, to contest any of the above-mentioned allegations made by such third party. The Supplier and the Purchaser shall work closely and free of charge together in order to avoid any and, as the case may be, defend against any lawsuit or request for arbitration raised by a third party against the Supplier and/or the Supplier's affiliated companies.

15.2 如因供应商的过错导致所设产品侵犯他人知识产权，而购买方因购买所涉产品成为索赔对象，则对于根据不可上诉的诉讼或仲裁程序裁定由购买方承担的任何索赔、损害赔偿、损失、赔偿及费用，以及/或者任何和解协议项下购买方应承担/支付的任何索赔、损害赔偿、损失、赔偿及费用（该等和解方案应经过供应商书面同意），以及购买方因此产生的全部费用和开支，均应由供应商作出补偿，使购买方免于因此遭受损害。

If the Purchaser is or becomes subject to any claims for damages due to intellectual property rights infringements because of the Products due to a fault of the Supplier, the Supplier shall indemnify and hold the Purchaser harmless from any and all claims, damages, losses, compensations and costs which are awarded against the Purchaser as a result of any non-appealable litigation or arbitration proceeding and/or which shall be borne and/or paid by the Purchaser under any settlement agreement (where the settlement shall be agreed by the Supplier in writing), and from all costs and expenses incurred therefrom by the Purchaser.

15.3 如因购买方的过错，法院或仲裁机构认定侵权主张成立，导致供应商及/或供应商的关联公司承担产生任何索赔、直接和间接损失以及损害赔偿的，购买方应补偿供应商及/或供应商的关联公司（视具体情况而定），使其免于因此遭受损害。

If, due to a fault of the Purchaser, the claim is confirmed by a decision of a court or arbitration institution, the Purchaser shall indemnify and hold harmless the Supplier and/or the Supplier's affiliated companies, as applicable, from and against all claims, direct and indirect losses and damages arising from such claim.

第 16 条 违约责任 **Article 16 Liability for Breach of Contract**

16.1 任何一方未履行其在所涉协议项下部分或全部义务的，应承担因上述不履行导致的损失。违约方的损害赔偿责

任应等于另一方因相关违约所遭受的实际损失，但不得超过违约方在订立所涉协议时能预见到的损失。如不履行乃因双方过错所致，双方应按各自过错程度承担责任。

Any Party failing to fulfill any or part of its obligations under the Agreement shall bear the losses caused by such failure. The defaulting Party's liability for damages shall equal the actual loss suffered by the other Party resulting from the breach but such liability shall not exceed the losses which were foreseeable by the Party in breach at the time of conclusion of the Agreement. Should such failure be attributable to the fault of both Parties, both Parties shall be liable according to their respective degree of fault.

16.2 不论上述第 16.1 条如何规定，也不论本条款条件内有任何相反规定，任何情况下，供应商只对所涉协议引起的或与之相关的损害和损失承担责任，并且只在供应商故意或重大过失造成的损害和损失范围内，对购买方实际发生且证明存在的合理金额负责。供应商在任何情况下均不对任何衍生和/或间接损失或损害承担责任，包括但不限于利润损失、停机成本、收入损失、使用损失、生产损失、业务机会损失和业务中断成本。此外，供应商由于所涉协议承担的或与之相关的责任总额不得超过购买方在引发该责任的事件发生之年实际支付给供应商的购买价总额。上述责任限制不适用于供应商造成的人身伤害，也不适用于因供应商重大过失或故意而造成的财产损失。

Notwithstanding Article 16.1 above or anything to the contrary herein, the Supplier shall, in any event, only be liable for damages and losses arising out of or in connection with the Agreement to the extent as caused by the Supplier's intentional or grossly negligent misconduct and to such reasonable amount actually incurred and proven by the Purchaser. In no event whatsoever shall the Supplier be liable for any consequential and/or indirect loss or damages, including but not limited to loss of profit, downtime costs, loss of revenue, loss of use, loss of

production, loss of business opportunity and costs of business interruption. Further, the aggregate liability of the Supplier arising out of or in connection with the Agreement shall not exceed the total amount of the Purchase Price actually paid to the Supplier by the Purchaser in the year the event giving raise to the liability occurred. The above limitations shall not apply in case of personal injuries caused by the Supplier and in case of property damages which are caused by the Supplier's gross negligence or intention.

第 17 条 税款、费用与开支
Article 17 Taxes, Fees and Expenses

除非本条款条件内另有规定，主管机关征收的与所涉协议中规定的交易相关的所有应付税款、费用与其他收费应由双方按照相关法律规定予以承担。

Unless otherwise set out herein, all taxes, fees and other charges due in connection with the transactions provided for in the Agreement and which are levied by the competent authorities shall be borne by the Parties according to the relevant legal stipulations.

第 18 条 保密
Article 18 Confidentiality

18.1 有关双方的商业秘密、专有技术、业务管理、管理专有技术、技术、生产情况、营销情况、客户名单、销售事务与财务的各项及所有信息或任何其他专有信息，均应视作机密并且不得披露给任何第三方或实体。

Any and all information relating to the Parties' trade secrets, know-how, business management, management know-how, technology, production information, marketing information, customer lists, sales and financial affairs or any other proprietary information shall be considered as confidential and shall not be disclosed to any third party or entity.

18.2 双方在所涉协议及其附件项下或在所涉协议谈判过程中提供的或转而可取得的有关专有技术、文件及经验的任何信息（如有），均应视作机密并且双方不得向任何第三方或实体进行披露。

Any information relating to know-how, documentation and experience provided by the Parties or becoming accessible to the Parties under the Agreement and its Annexes, if any, or during the negotiation of the Agreement shall be considered confidential and shall not be disclosed by the Parties to any third party or entity.

18.3 对于上述第 18.1 条和第 18.2 条所定义的保密信息，如适用法律或任何具有管辖权的法院、仲裁庭、税务机关或监管机关要求披露，或信息接收方或其关联公司股份上市所在证券交易所的任何规则要求披露，则信息接收方可以进行披露，但前提是在披露之前，信息接收方应在合理期限内以书面形式事先通知相关信息的提供方，并采取合理措施，按照保证相关信息保密性的方式予以披露。收到上述通知后，如相关信息的提供方希望采取行动对可能进行的披露加以反对或限制，或就需要披露的信息寻求保护令，则信息提供方可以自费采取上述行动，并且信息接收方应向其提供所需的任何合理帮助。

If the disclosure of the confidential information as defined in Articles 18.1 and 18.2 above is requested by applicable law, or any court, arbitral tribunal, tax authority or regulatory authority with jurisdiction, or any rule of the stock exchange where the shares of the recipient of information or its affiliated companies are listed requires the disclosure of any confidential information, then the recipient of information may make such disclosure, provided that prior to the disclosure, it shall within a reasonable period give prior notice in writing to the provider of such information and use reasonable efforts to disclose the information in a manner that is designed to preserve its confidential nature. If following the receipt of such a notice, the provider of such information wishes to take action to oppose or limit such potential disclosure or to seek a protective order in respect of the information required to be disclosed, it may do so at its own cost and the recipient of information shall provide it with any reasonable assistance required.

上文第 18.1 条和第 18.2 条的限制性规定也不适用于以下信息：

The restrictions stipulated in Articles 18.1 and 18.2 above shall further exclude information

- (1) 开始谈判之前，已为公众知晓或已属接收一方所掌握的信息；或
which has already been in the public domain or in the possession of the receiving Party prior to the commencement of the negotiations;
or
- (2) 非因一方违反上述规定而为公众知晓的信息；或
which comes into the public domain other than due to a breach of the above stipulation by a Party;
or
- (3) 从某一善意第三方处得知的信息，而该第三方可以自由披露该等信息，且该等披露不违反所涉协议条款。
which becomes known from a bona fide third party freely able to disclose such information without breach of the terms of the Agreement.

18.4 双方应确保其参与或曾参与所涉协议谈判或履行的代表、员工及其委托的第三方，同样遵守上述保密义务。

The Parties shall impose the confidentiality obligations stated above also on their representatives, employees and commissioned third parties who are or were involved in the negotiation or performance of the Agreement.

18.5 所涉协议有效期届满后或所涉协议终止后，本第 18 条规定的上述义务仍应有效。

The obligations stipulated in this Article 18 above shall survive any expiration or termination of the Agreement.

第 19 条 终止 **Article 19 Termination**

19.1 双方可通过书面协议方式，随时终止所涉协议。

The Agreement can be terminated at any time by mutual written agreement of the Parties.

19.2 如发生以下情形，供应商有权通过发送书面通知的形式即刻终止所涉协议：
The Supplier shall be entitled to terminate the Agreement by notice in writing without prior notice period if:

- (1) 购买方停业或者宣布其有意停业；或者
the Purchaser ceases or announces its intention to cease to carry on its business; or
- (2) 购买方进入清算程序、被宣告资不抵债或破产或者被认为资不抵债或无力偿债。
the Purchaser enters into liquidation or is declared insolvent or bankrupt or is deemed to be insolvent or unable to pay its debts.
- (3) 购买方从事适用法律项下的违法或犯罪行为。
the Purchaser engages in any illegal or criminal conduct as defined under applicable law.

19.3 除非本条款条件另有规定，一方对本条款条件和/或所涉协议有重大违反，并且在守约一方发出纠正通知后 1（一）个月内未予以纠正的，守约一方有权通过提前 1（一）个月事先书面通知违约方终止所涉协议。

Except as otherwise provided herein, where a Party has committed a material breach of these GTC and/or the Agreement, and the breach has not been remedied within 1 (one) month after having been given notice thereof by the non-breaching Party, the non-breaching Party is entitled to terminate the Agreement by giving written notice to the breaching Party with a prior notice period of 1 (one) month.

19.4 所涉协议终止后，双方应继续执行终止之前及终止时已经被接受的所涉产品的所有订单，除非终止方自行选择书面通知另一方：终止方取消任何或所有所规定的交货时间在终止生效日之后的订单。

Upon termination of the Agreement, the Parties shall continue to perform all orders for the Products which have already been accepted prior to and at the time of termination unless the terminating Party, at its option, notifies the other Party in writing that it cancels any or all orders which provide for delivery after the effective date of termination.

- 19.5 任何一方终止所涉协议均不影响双方已经产生的权利和义务，包括但不限于 (i) 支付终止时或终止后全部到期应付款的义务，及 (ii) 就一方未能履行其在所涉协议项下的义务而直接造成的损害提出索赔。

The termination of the Agreement by either Party shall be without prejudice to the accrued rights and obligations of the Parties, including, but not limited to (i) the obligation to make payment of all amounts then or thereafter due and payable and (ii) claims of damages directly caused by the failure of a Party to fulfill its obligations under the Agreement.

第 20 条 不可抗力 **Article 20 Force Majeure**

- 20.1 如一方由于直接且仅归咎于不可抗力之原因无法履行所涉协议规定的义务，应以书面形式通知另一方所发生的该事件，不得有不当延迟；并在 30（三十）天内向另一方提供一份说明书或证明书，说明或证明存在构成不可抗力之情形。

If a Party cannot perform its obligations stipulated in the Agreement due to reasons which are directly and exclusively attributable to force majeure, it shall notify the other Party in writing without undue delay of the occurrence of such an event and, within 30 (thirty) days, provide to the other Party a statement or certificate of the existence of the circumstances constituting force majeure.

- 20.2 不可抗力指下述任何事件：地震、风暴、洪水、火灾或其他天灾、严重急性呼吸系统综合征、2019 冠状病毒病或其他时疫、战争、暴乱、公众骚乱、罢工或停工、政府行动、或者双方无法控制、且在合理情形下无法防止亦无法避免其发生的其他事件。

Force majeure shall mean any of the following events: earth quake, storm, flood, fire or other acts of nature, SARS, Covid-19 or other epidemics, war, riot, public disturbance, strike or lock outs, government actions or other events beyond the control of the Parties where their occurrence is reasonably unpreventable and unavoidable.

- 20.3 如发生任何不可抗力事件，不履行或延迟履行协议的一方不对另一方因此蒙受的任何损害、增项费用、或损失承担责任。声称遭受不可抗力的一方应采取措施尽量减少或消除不可抗力的影响，并在尽可能短的时间内尝试恢复履行受不可抗力事件影响的义务。如在该事件发生后 6（六）个月内无法对其后果作出补救，双方应按不可抗力事件对履行所涉协议一事造成的影响，通过协商决定是否修改还是终止所涉协议。

If an event of force majeure occurs, no Party shall be responsible for any damage, increased costs or losses which the other Party may sustain by reason of such failure or delay of performance. The Party claiming force majeure shall adopt measures to minimize or remove the effects of force majeure and within the shortest possible time attempt to resume the performance of obligations affected by the event of force majeure. If the consequences of such an event cannot be remedied within 6 (six) months from the occurrence, the Parties shall through consultations decide whether to modify or terminate the Agreement according to the effects of the event of force majeure on the performance of the Agreement.

第 21 条 适用法律 **Article 21 Applicable Law**

本条款条件和所涉协议受中国法律管辖并据之解释，具体情况下另有明确约定的除外。明确排除适用《联合国国际货物销售合同公约》（CISG）的规定。

These GTC and the Agreement shall be governed by and construed in accordance with the laws of the PRC, unless expressly agreed otherwise in individual cases. The application of the *UN Convention on Contracts for the International Sale of Goods (CISG)* is expressly excluded.

第 22 条 争议解决
Article 22 Dispute Resolution

22.1 任何因本条款条件和/或所涉协议及其附件（如有）引发的或与之相关的争议，或任何涉及本条款条件和/或所涉协议及其附件（如有）效力的争议，双方应通过友好协商加以解决。如在争议发生后 30（三十）日内双方无法达成合意，应将争议最终提交中国国际经济贸易仲裁委员会（“贸仲委”）上海分会仲裁庭，根据该仲裁委员会在仲裁请求提出之日有效的《仲裁规则》进行仲裁。仲裁地点为中国上海。全部仲裁程序以中文进行。

Any dispute arising out of or in connection with these GTC and/or the Agreement and the Annexes thereof, if any, or over their validity shall be settled through friendly consultations between the Parties. If no agreement can be reached between the Parties within 30 (thirty) days after the dispute has arisen, the dispute shall be finally submitted to an arbitration tribunal of the China International Economic and Trade Arbitration Commission (hereinafter “CIETAC”), Shanghai Sub-Commission, for arbitration according to the Rules of Arbitration of the said arbitration commission effective on the date of request for arbitration. The place of arbitration shall be in Shanghai, PRC. The arbitration proceedings shall be conducted in Chinese language.

22.2 仲裁庭由 3（三）名仲裁员组成。双方各自指定 1（一）名仲裁员。担任首席仲裁员的第三名仲裁员由上述两名仲裁员共同指定。如任何一方在收到仲裁委员会的仲裁通知书后 1（一）个月内没有指定其仲裁员，或者上述两名仲裁员在获指定后 1（一）个月内未就首席仲裁员的人选达成一致，则由贸仲委上海分会主任指定相关仲裁员或首席仲裁员。

The arbitration tribunal shall consist of 3 (three) arbitrators. Each Party shall appoint 1 (one) arbitrator. The two first mentioned arbitrators shall select the third arbitrator who shall act as chairman of the arbitration tribunal. If a Party fails to appoint its arbitrator within 1 (one) month after receipt of the notice of arbitration

from the arbitration commission or if the two first mentioned arbitrators cannot come to an agreement on the chairman of the arbitration tribunal within 1 (one) month after they have been appointed, the respective arbitrator or the chairman of the arbitration tribunal shall be appointed by the Chairman of CIETAC, Shanghai Sub-Commission.

22.3 仲裁裁决为终局裁决，对双方均具有约束力。仲裁费用与胜方发生的合理开支（包括律师费）由败方承担，仲裁庭另有裁决的除外。仲裁期间，双方应当继续履行所涉协议项下未涉争议的各项规定。

The arbitration award shall be final and binding on the Parties. The arbitration fee and the reasonable expenses of the winning Party, including lawyer's fees shall be borne by the losing Party except as otherwise awarded by the arbitration tribunal. During the arbitration proceedings the Parties shall continue to perform the Agreement except for the stipulations which are in dispute.

第 23 条 其他规定
Article 23 Miscellaneous

23.1 对本条款条件和/或所涉协议作出任何修订或增补，均应采取书面形式，并由双方授权代表签署。放弃对书面形式的要求时，亦须采用书面形式。

Any amendments or additions to these GTC and/or the Agreement shall be in writing and shall be signed by the authorized representatives of both Parties. This shall also apply to any waiver of the written form requirement.

23.2 本条款条件和所涉协议应尽量按照符合所适用法律的方式进行释义。但即使本条款条件和所涉协议任何条文在经此释义后仍被认定为或变为无效或不可强制执行，或本条款条件和所涉协议存在遗漏，本条款条件和所涉协议其他条文对双方仍具约束力。本条款条件双方同意将该项无效或不可强制执行条文替换为与其有着尽可能相近目的与用意的有效且可强制执行的条文。如本条款条件和所涉协议存在遗漏，应视为双方已达成一条与相互之间本应达成的条文之用意与目的保

持一致的条文，犹如该事项从一开始已作考虑。

These GTC and the Agreement shall to the greatest extent possible be interpreted in such a manner as to comply with the applicable laws, but if any provision hereof is, notwithstanding such interpretation, determined to be or to become invalid or unenforceable or if there is an omission, the remaining provisions of these GTC and the Agreement shall remain to be binding upon the Parties. The Parties hereto agree to replace any such invalid or unenforceable provision by a valid one which comes as close as possible to the original purpose and intention of the invalid or unenforceable provision. In the event of an omission, a provision which corresponds with the purpose and intention of what would have been agreed between the Parties if the matter has been considered at the outset shall be deemed to have been agreed.

- 23.3 任何一方需要或获准向另一方发出的所有通知，均应采用书面形式且毫无延误地发至所涉协议内规定的地址与收件人。双方均有责任在其地址或收件人变更时，尽快通知另一方。

All notices required or permitted to be given by either one of the Parties to the other Party shall be given in writing and be sent without delay to the address and attention stated in the Agreement. It is the responsibility of either Party to advise the other Party of any change in address or attention as soon as it occurs.

- 23.4 本条款条件以英文及中文书就。两种语言版本有任何出入的，以中文版本为准。

These GTC are in both English and Chinese languages. Both language versions shall be equally authentic. In case of discrepancies between the two language versions, the Chinese language version shall prevail.