禹翔贸易(上海)有限公司
MAINS (SHANGHAI) Co., Ltd.

通用条款与条件-销售
GENERAL TERMS AND CONDITIONS OF SALE

除双方另有协议，以下条款适用于采购方和供应方之间的任何订单。

Unless otherwise specified by both parties, the following clauses are applicable on all sale orders between Supplier and Purchaser.

双方同意本通用条款将适用于未来供应方或其关联企业与采购方或其关联企业之间的交易。

The parties agree that the General Terms and Conditions shall govern future transactions concluded between Supplier or its Affiliates and Purchaser or its Affiliates.

第1条　订单

Article 1　Order

（1） 订单须载明品名、规格、数量、价格、交付时间及地点以及其他商业交易条件。另一方应在接到订单后3个工作日天内对订单中以传真或电子邮件方式或其他双方同意的其他方式予以书面确认。

(1)　Any order shall stipulate the name of products, specification, quantity, price, date of delivery, place of delivery and other commercial terms. After receiving an order, the party who receives the order shall confirm in writing the acceptance of the order to the other party within 3 working days via fax or email or other forms accepted by the parties.

（2）除非供应方另行以书面方式接受，供应方拒绝接受采购方在订单上或任何采购方可能签发的其他文件上载明的任何不同的或额外的交易条件，拒绝接受任何事先的添加了内容的或不同于本通用条款或与本通用条款冲突的一般性协议。未经供应方事先书面同意，任何采购方提议的此类交易条件都是无效的。

(2) Unless otherwise accepted by Supplier in writing, Supplier objects to any different or additional terms stipulated in an order or any other documentation which Purchaser may issue, and rejects any prior general agreement, which adds to, varies from, or conflicts with the General Terms and Conditions.　Any such terms proposed by Purchaser shall be null and void without Supplier's prior written consent.

（3） 订单确认后，采购方仅可通过书面通知对下述任何一项或多项要求进行更改: (a) 运输及包装方式；(b) 交付地点；(c) 交付时间；(d) 交付方式；(e) 交付数量。如果由于上面的变更导致产品价格及交付时间的增加或延长， 供应方有权要求对价格、交付进度进行合理的调整。如采购方拒绝接受供应方的调整要求，则双方就该笔交易的订单终止。供应方保留修改供应方设计的产品的规格的权利，只要该修改不会实质性地影响协议的履行。

(3) After the confirmation of an order, Purchaser shall only request changes in any one or more of the following by a written notice:　(a) methods of shipment or packing; (b) place of delivery; (c) date of delivery; (d) manner of delivery; and (e) quantities. If any such change causes an increase in product price or delay in date of delivery, Supplier shall be entitled to claim an equitable adjustment to the price and/or delivery schedule. If Purchaser rejects a claim by Supplier for adjustment, the order concerned shall be considered as terminated by the parties. Supplier reserves the right to modify the specifications of products designed by Supplier provided that modifications will not materially affect the performance thereof.

（4） 如果供应方打算停止向采购方供应产品，则供应方将提前通知采购方。供应方就此停止供应对采购方不承担任何责任。

(4) Supplier will give prior notice to Purchaser if Supplier intends to discontinue of supplying Purchaser with any products. Supplier is not liable for any losses or damages to Purchaser as a result of the cease of supply.

第2条　价格及包装

Article 2　Price and Packing

（1） 所有的价格均是交付到指定交货地点的FOB/FCA价格，除非供应方和采购方另有约定。任何供应方向采购方交付的产品或部件的损失风险应在供应方交付产品时从供应方转移到采购方， 除非另有约定。除非另有规定，供应方的产品价格不包含任何可适用的税收。

(1) All prices are FOB/FCA prices paid to the designated place of delivery, unless otherwise agreed by Supplier and Purchaser. Risk of loss of each product or part to be delivered by Supplier to Purchaser shall pass from Supplier to Purchaser upon the delivery of products by Supplier, unless otherwise agreed by the parties. Supplier's price of products excludes any applicable taxes, unless otherwise stipulated.

（2） 除非双方另有约定，包装费已经含在价格中。除非另有约定，供应方对交付的产品将依据其自有标准进行包装。

(2) Unless otherwise agreed by the parties, product price has included charges for packing. Unless otherwise agreed by the parties, Supplier will only pack products in accordance with its own standard.

第3条　支付

Article 3 Payment

（1）采购方应根据供应方发票中载明的货币单位以外汇或人民币支付。供应方将提供发票(需标明订单编号）给采购方。付款期限适用订单中规定的期限，如果没有这样的规定，则每张发票的付款期限为自发票开具之日起30日内。除非另有约定，支付将通过银行电子转帐方式进行。采购方应承担支付时的银行费用。就任何采购方未在付款期限内支付的款项，采购方须按该未付款项的每周百分之一承担日违约金。

(1) Payment by Purchaser shall be made in foreign exchange or renminbi subject to the currency on Supplier's invoice. Supplier will furnish an invoice (referencing order number) to Purchaser. The payment term will be specified on the concerned order, or if not stated, each invoice is due within thirty (30) days from invoice date. Unless otherwise agreed by the parties, the payment shall be made by bank telegraphic transfer. Purchaser shall be liable for the bank charge when payment is made. For any amount Purchaser fails to pay within the agreed payment term, Purchaser shall be liable for a weekly penalty equal to 1% of such amount per week.

（2）如果供应方给采购方信用期，则该信用期可依据供应方自己的决定予以延长、增加或减少信用额度或提前予以终止。在不损及供应方在本通用条款或法律下可享有的其他救济措施情形下，采购方应承担采购方订购

(2)　If Supplier grants credit to Purchaser, the credit is extended at the sole discretion of Supplier and may be increased, decreased or terminated in Supplier's sole discretion.　Without prejudice to other remedies Supplier may enjoy under the General Terms and Conditions and in

的产品由于延期付款而给供应方招致的所有成本及费用，包括律师费和追索延期款项的费用。

accordance with applicable laws, Purchaser shall incur all costs and expenses, including attorney and collections fees, incurred by Supplier for delay in payment on products ordered by Purchaser.

第4条　交付

Article 4 Delivery

（1） 交付依据双方所采用的贸易术语完成。（贸易术语的解释适用Incoterms2010）。

(1) Delivery of products shall be completed in accordance with the trade term adopted by the parties (explanation of trade terms shall apply Incoterms2010).

（2）在采购方付清产品的款项前，供应方保留该产品的所有权，除非双方另有约定。

(2) Supplier reserves the title to products until Purchaser pays up the payment on such products, unless otherwise agreed by the parties.

（3）如果供应方有理由相信无法按期交付时，应在承诺交货期前至少3个工作日向采购方提交书面通知，列出预期延误的原因并承诺新的交货期。供应方就可归因于供应方过错而导致的迟延交付的唯一责任是承担逾期交付罚金，该罚金按每延误一周为所涉及的订单价值的1%承担违约金， 但最高不超过订单总价值的10%。

(3) When Supplier has reason to believe that deliveries will not be made as scheduled, Supplier should notify Purchaser in writing at least 3 working days before the promised delivery date, re-confirming the delivery date as well as describing the reason of anticipated delay. Supplier's sole liability for delay in delivery attributable to Supplier's fault shall be limited to a penalty which shall be equal to 1% of the value of the concerned order per one-week delay; however the maximum amount of such penalty shall not be over 10% of the value of the concerned order.

（4）如果缺乏装运的具体指示，供应方将为采购方选定一个货运人，费用则由采购方承担。如果包装看上去被损坏或包装虽完好但收到的产品或部件却是损坏的，采购方应向货运人提出适当的索赔。供应方对运输中产品的损坏不承担责任，不管该运输方式是否由供应方确定的。每次交付允许有不超过5%的数量误差，除非双方另有约定。

(4) In the absence of specific instructions on shipments, Supplier will select a carrier/forwarder at Purchaser's expense. If packaging seems damaged or packaging appears intact but products or part received is damaged, a proper claim with the carrier/forwarder must be filed by Purchaser. Supplier is not liable for damage to products while in transit irrespective of whether the method of transportation is determined by Supplier. A maximum deviation of 5% regarding quantities per each delivery is allowed, unless otherwise agreed by the parties.

（5） 供应方通常不接受产品退货。如果供应方同意接受退货，则（a）采购方应承担一个最少为15%的重新进

(5) Supplier will not normally accept the return of products. Should Supplier agree to accept returned product, then (a) product shall be subject to a minimum 15% restocking

货费用，以及（b）退货产品和其包装应具有可销售的条件。定制产品不得退货。

charge payable by Purchaser; and (b) products and packages returned to stock must be in salable condition. Customized products cannot be returned.

第5条　质量及检验

（1） 产品的材质、外观、性能、规格、质量应当符合双方的约定。如果存在样品作为质量标准的情形，供应方所供产品应与样品相同。

（2）采购方收到产品时发现的任何短少应在收到产品时起7个日历日内书面报告给供应方。除非另有约定，采购方应在产品交付后30日内对产品质量进行检验。供应方有权派遣代表参加该检验。

Article 5 Quality and Inspection

(1) Materials substance, appearance, performance, specification, and quality of products shall comply with the parties' agreement. In case there are any sample of products which serve as the quality standard, Products shall accord with the sample.

(2) Any shortage in shipments received by Purchaser must be reported to Supplier in writing within 7 calendar days of receipt of products. Purchaser shall conduct inspection on product quality within 30 days after products are delivered, unless otherwise agreed by the parties. Supplier shall be entitled to designate a representative to join in the inspection.

第6条　担保

供应方保证其产品自其交付日起1年内 （“质量保证期”）不存在工艺或材料上的缺陷、质量合格并且符合双方约定的规格。除非另有规定，供应方在此担保下的责任应限制为接受被证明为是在材料和/或工艺上存在缺陷的产品的修理或更换(不包括安装)。供应方不接受用任何未经其授权的材料进行修理或更换。本担保不适用于那些因错误使用、疏忽、意外、不正确安装或违反供应方指示的使用而导致缺陷的供应方制造的产品。供应方对产品是否存在实际缺陷具有最终判断权。 本担保不适用于或延伸于那些未经供应方明示批准的人在供应方工厂/办公室之外修改过或修理过的产品。 除非在本条款条件中另有规定，不存在其他的明示的、暗示的或法定的担保和条件，包括但不限于，不存在默示的商销性担保或适合特定目的的担保。 **供应方不承担任何直接或间接地源于违反担保或任何其他义务的特殊的或间接的损害赔偿，不对任何直接地或间接地产生于产品的使用而导致的损失、损坏或费用**

Article 6 Warranty

Supplier warrants that its products will be free of defects in workmanship or material, of eligible quality within 1 years (“Warranty Period”) after the delivery of them and will conform to the specifications agreed by the parties. Unless otherwise stated, Supplier's liability under this warranty is limited to repairing or furnishing a replacement for, but not installing, any product that proves to be defective in materials and/or workmanship. No material will be accepted for repair or replacement without the written authorization of Supplier. This warranty does not extend to any product manufactured by Supplier which becomes defect due to misuse, neglect, accident, improper installation or usage in violation of instructions furnished by Supplier. Final determination as to whether a product is actually defective rests with Supplier. This warranty does not extend to, or apply to, any product that has been repaired or altered outside of Supplier's factory/office by persons not expressly approved by Supplier. Except as specifically provided herein, there are no other warranties

负责，不对任何不能单独地或不能与其他设备/机器结合地使用产品或不能因其他原因使用产品负责。所有违反担保的索赔请求应在任何缺陷被发现或通过合理注意就可以被发现之日起10内提出。

and conditions, express, implied or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. **Supplier shall not be liable for any special or consequential damages directly or indirectly arising out of the breach of warranties or any other obligations, or for loss, damage or expense directly or indirectly arising from the use of products or any inability to use them either separately or in combination with other equipments/machines or from any other cause. All claims for breach of warranty must be made within 10 days after any defect is or can be, with reasonable care, detected.**

第7条　保密及所有权

Article 7　Confidentiality and Ownership

（1）接受方必须将提供方提供的技术资料、产品设计、样品、订单和其他商业信息作为商业秘密对待。 接受方保证只向其必须知悉的员工或承包商披露上述秘密，并与知悉的员工或包商签署同等的保密协议。 未获提供方事先书面同意，接受方不得向任何第三方披露上述秘密。 接受方应当只为满足履行订单的目的而使用上述秘密。

(1) Receiver must treat Provider's technical information, product design, sample, order and other commercial information as secret and confidential. Receiver guarantees to disclose the above-mentioned secrets only to its necessary staff or contractor and ask them to sign the coequal confidentiality agreement. Receiver may not disclose the above-mentioned secrets to any third party without Provider's prior written consent. Receiver shall only use the above-mentioned secrets to fulfill the concerned order.

（2） 除另有规定或双方书面同意外，所有由一方提供给另一方的商业秘密信息、模具、工具、设备、图纸、样品及物料等（如果有的话），都归提供方所有。接受方应当在上述提供方财产上面清楚地标明或识别为提供方所有，并且应当与接受方财产分开进行安全存储。除经提供方书面授权外，接受方不应当使用该财产。提供方有权对上述财产进行检查和转移而无须对接受方承担任何责任。提供方要求检查的，接受方应当披露上述财产的存放情况；提供方要求移转的，接受方应当将其完好无损地运送给提供方，合理的磨损除外。

(2) Unless otherwise provided or agreed to in writing, Provider reserves the title to all business secret, moulds, tools, equipments, drawings, samples and materials (if any) furnished or made available to Receiver by Provider. Such property shall be expressly marked or identified by Receiver as being owned by Provider and shall be safely stored separately and apart from Receiver's property. Receiver shall not use such property except as authorized in writing by Purchaser. Provider shall have the right to inspect or remove such property without any additional liability whatsoever to Receiver. When Provider selects to inspect such property, Receiver shall disclose the location of such property; while Provider demands the removal of such property Receiver shall prepare it for shipment and ship it to Provider in as good condition as originally received by

Receiver, reasonable wear and tear excepted.

Article 8 Force Majeure

Neither Purchaser nor Supplier shall be liable for delays in delivery or performance of its obligations, or for failure to manufacture, deliver or perform its obligations, due to a cause or circumstance beyond its reasonable control, including, without limitations, an act of nature, act of military authority, war, social unrest and other conflicts, strike, business interruption or other breach of contract by manufacturers, natural disasters, piracy, breach of contract by transporters, volatile exchange rates changes, fire, explosion, epidemic or other hostilities. The party claiming Force Majeure shall promptly notify the other party hereto of any delay or failure to perform which may be excused by this provision and will specify the revised delivery date or date of resumption of performance as soon as reasonable. In the event of any such delay in the date of delivery or of performance, it shall be extended for a period equal to the time lost by reason of Force Majeure.

第8条　不可抗力

无论是采购方还是供应方都不应为超过其合理控制的原因或情况而承担责任，这种情况包括但不限于：自然行为、军事当局的行为、战争、社会动荡及其他社会冲突、罢工、制造商业务中断或违约、天灾、海盗、运输商违约、汇率变动、火灾、爆炸、疫情或其它敌对行为，而导致的延期交付或延迟履行义务，或不能生产、交付或履行义务。主张不可抗力的一方应当立即通知另一方根据该规定可能免除的延期或不能履行，并应尽快确定变更后的交付日期或恢复履行的日期。倘若发生交付日期或履行日期的延迟，则延长时间应相当于不可抗力原因导致延期所损失的时间。

Article 9 Termination

(1) In addition to other rights and remedies a party may have at law or in equity, the concerned order may be terminated by a party, effective immediately upon written notice if: (a) the other party has committed a breach and such breach has not been cured within 30 days of receipt of written notice of such breach; (b) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, or has a trustee appointed for its property; or; (c) in the event substantially all of a party's assets are sold, or more than 25% of a party's net assets are transferred (whether by stock sale, merger, consolidation, reorganization, re-capitalization or otherwise), to a third party or group of related third parties.

(2) If Purchaser fails to make a payment when due or Purchaser's financial condition becomes unsatisfactory to

第9条　终止

（1）除了根据法律或公正原则一方可以获得的其它权利或救济外，在下列情况下订单可被一方的书面通知立即终止：(a) 另一方违约，且此等违约行为未能在接收到违约通知后的 30天内予以补救； (b) 另一方将破产，为其债权人利益做整体转让，申请破产或被申请破产，或者已有托管者管理其财产；或 (c) 如果一方的资产几乎全被出售， 或一方超过25%的净资产被转让（无论是通过股票出售，兼并，合并，重组，重新资本化或以其他方式）给一个或多个第三方。

（2） 如果采购方未能在款项到期时支付款项或采购方的财政状况变得令供应方不安，则供应方可根据其选择，(a) 中止其接下来的义务的履行并不承担任何责任除非采购方纠正其违约情形或改进其财务状况令供应方解除不安； (b) 要求预先付款；或 (c) 提前终止相关订单并提出索赔。

（3）如果有专门为采购方定制的产品，采购方需在双方供应关系终止后30日按原价全部购买供应方处该定制产品的库存。

第10条 管辖法律及争议解决

双方之间的任何订单都由中华人民共和国法律管辖。双方之间就订单的解释、履行、效力、责任等任何争议，双方应协商解决。协商不成，任何一方应提交给中国国际经济贸易仲裁委员会上海分会（CIETAC）根据其届时有效的仲裁规则仲裁解决。仲裁裁决应是终局的，对双方均具有约束力，以及可在中国内外的有管辖权的法院得到强制执行。尽管有上述规定，双方同意：如发生争议的话，供应方可以根据其自行决择， 不采取通过CIETAC仲裁的方式，而选择在采购方所在地的法院通过提起针对采购方的诉讼来解决。

第11条 杂项

（1）供应方有权分包/外包产品的制造工作。供应方系以一个独立合同缔约方供应产品。供应方、其分包商和它们的代表、雇员不得被认为是采购方的代表、中介或代理。

Supplier, then Supplier, at its option, may (a) withhold future performance without any liability until Purchaser cures the default or improves its financial condition to Supplier's satisfaction; (b) require payment in advance; or (c) terminate the concerned order and claim damages.

(3) If there are any customized products specially made for Purchaser, Purchaser must procure all Supplier’s inventory of such customized products in its original unit price within 30 days after the termination of the parties’ supply relationship.

Article 10 Governing Law and Dispute Settlement

Any order between the parties shall be governed by the law of the Peoples Republic of China. In the event of any dispute relating to the explanation, performance, effectiveness or liability of an order, the parties shall settle the disputes through negotiation. Provided that the disputes cannot be resolved through negotiation, such disputes shall be settled by arbitration in accordance with the CIETAC (China International Economic & Trade Arbitration Commission) rules as at present in force at CIETAC’s Shanghai Branch. The arbitration award shall be final and binding on the parties and be enforceable in any court of competent jurisdiction inside and outside the PRC. Notwithstanding the above, the parties agree that, whenever there is any dispute, Supplier may, at its sole discretion, not to resort to arbitration with CIETAC, but to file suit against Purchaser with the court of Purchaser’s domicile.

Article 11 Miscellaneous

(1) Supplier shall be entitled to subcontract/outsource the production/manufacture of products. Supplier shall be an independent contractor with respect to the supply of products. Supplier, its subcontractors, their representatives and employees shall not be deemed to be the representatives, brokers or agents of Purchaser.

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（2） 本协议条款允许或要求的任何通知，如果是由一方按双方在订单上载明的地址通过挂号邮件、快递、电子邮件或传真给另一方的，都应被认为在收到之日已送达。

(2) Any notice permitted or required by the General Terms and Conditions shall be deemed to have been given as of the date of receipt if delivered by one party to the other party via registered mail, express, email or fax to the other party's address stipulated in the order.

（3） 本通用条款下任何权利和义务未经另一方事先书面同意不得转让或以其他方式处置。

(3) None of rights or obligations hereunder shall be transferred, assigned or otherwise disposed of to any third party without prior written consent of the other party.

（4） 如果一方在任何上述条款履行时未坚持行使该条款下的权利，不能被视为该方对该条款的未来履行的弃权，不能被视为该方对该权利的未来行使的放弃。

(4) The failure of a party to insist, upon the performance of any of above articles to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such articles or the future exercise of such right.

（5） 如果一项或多项条款被认为是无效、违法或不可执行的，则其他条款的有效性、合法性或可执行性将不受影响，且双方将采取所有合理努力用有效、合法及可执行的条款来替代，在可行范围内实现双方的目的及意向。

(5) If any one or more of the provisions hereunder shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected thereby and the parties will use all reasonable efforts to substitute with one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intents hereof.

（6） 本通用条款以中、英文书写，两种文本具有同等效力。两种文本如有冲突或不符，以英文文本为准。本通用条款印刷制作，其上的任何手写内容都是无效的。

(6) The General Terms and Conditions is made in both Chinese and English, with the same legal effects. In case of any discrepancy between these two versions, the English version shall prevail. The General Terms and Conditions will be made in printing and any handwriting on it shall be null and void.

在确认订单之前，采购方需仔细阅读和理解本通用销售条款和条件。

Prior to the confirmation of an order, Purchaser must read and understand the General Terms and Conditions in detail.