

The Buyer's attention is drawn in particular to the provisions of clauses 11 (Seller's Warranty) and 14 (Limitation of Liability).

买方应特别注意第 11 条（卖方保证）和第 14 条（责任限制）项下的规定。

1. INTERPRETATION

释义

1.1 In these Conditions, the following terms shall have the following meanings: *Affiliate* means in respect of the Seller, any entity which controls, is controlled by or is under common control with the Seller, and control means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise; *Buyer* means the person(s) so described in the Order; *Confidential Information* means the disclosing party's information in any form whether oral, documentary, magnetic, electronic, graphic or digitised; relating to the disclosing party's business and including information relating to patents, trademarks, registered/unregistered rights, design rights, copyright formulations, engineering drawings, specifications, data, know-how, inventions, models, sample components, formulae, manufacturing methods, analytical and quality control methods, sales data, anticipated sales volumes, information relating to potential or actual customers, business structure, assets, liabilities, operations, budgets and strategies; *Contract* means the contract for the sale and purchase of the Goods whether expressly in writing or through delivery of the Goods pursuant to an Order; *Goods* means any goods agreed in the Contract to be bought by the Buyer from the Seller as described in the Order; *Order* means the Buyer's purchase order to which these Conditions are annexed or to which these Conditions are applicable; *Seller* means Invensys Controls Trading (Shanghai) Co., Ltd, with its place of business at Room 311, 3rd Floor, Xinmao Building, No 2 South Taizhong Road, Waigaoqiao Free Trade Zone, Shanghai, People's Republic of China.

在本销售条款中，以下术语应具有以下意义：“*关联方*”（就卖方而言）系指任何控制卖方、被卖方控制或与卖方共同受控制的实体，而“*控制*”系指通过拥有、合同或以其它方式（直接或间接）指导另一方事务的能力；“*买方*”系指订单中描述的任何人士；“*保密信息*”系指披露方的与该披露方的业务有关的无论是口头、书面、磁盘、电子、图表或数字化的任何形式的信息，包括与专利权、商标、已注册/未注册权利、设计权利、版权、方案、工程图纸、规范、数据、专有技术、发明、模型、样品零部件、方案、制造方法、分析和质量控制方法、销售数据、预期销售额有关的信息，与潜在或实际客户、业务结构、资产、负债、经营、预算和战略有关的信息；“*合同*”系指为销售和采购货物而达成的合同，无论是以明确的书面形式签订的，亦或是通过根据订单交付货物的方式订立的；“*货物*”系指合同约定的、按订单所述由买方向卖方购买的任何货物；“*订单*”系指买方的采购订单，本销售条款随附于或适用于该等订单；“*卖方*”系指英维思控制器贸易（上海）有限公司，注册地为中国上海市外高桥保税区台中南路 2 号新贸楼 3 层 311 室。

2. GENERAL

一般规定

2.1 Any quotation or tender made by the Seller and/or any Contract shall be governed only by these Conditions to the entire exclusion of all other terms or conditions unless otherwise agreed in writing by the Seller. An Order for Goods from the Buyer constitutes an offer from the Buyer to purchase the Goods subject to these Conditions.

卖方提出的任何报价或投标和/或任何合同应仅受本销售条款的规制，完全排除所有其它条款或条件，除非由卖方另行书面同意。买方就货物下达的订单构成买方根据本销售条款采购货物的要约。

2.2 Unless otherwise stated in writing quotations and tenders shall be considered as invitation to treat and shall in any case lapse after 30 days from their date. Orders based on quotations or tenders shall not be binding on the Seller until the Seller accepts such Orders and notifies the Buyer in writing of such acceptance. Acceptance of all terms and conditions of the Order shall take place when either of the following occurs: (i) a written acknowledgement is issued by the Seller; or (ii) the Goods ordered under relevant Order are delivered to the Buyer.

除非以书面形式另行规定，否则报价和投标应视为要约邀请予以处理，并且在任何情况下应在提出日期起 30 天后失效。基于报价或投标的订单在卖方接受该订单并且书面通知买方该接受之前，对卖方不具有约束力。当出现以下任一情况时应视为卖方接受订单的全部条款和条件：(i) 卖方发出书面承认；或(ii) 卖方已将相关订单项下所订购的货物交付给买方。

2.3 Times quoted for despatch, delivery or completion shall run from the date of such acceptance of the Order.

为发货、交付或完工所报的时间应自订单接受之日起计算。

2.4 Delivery terms such as Ex-works, FCA, FOB, CIF, used in the quotation, tender or Contract shall be interpreted in accordance with INCOTERMS 2000 Edition as amended or superseded from time to time.

报价、投标或合同中所使用的 Ex-works、FCA、FOB、CIF 等交付条款应根据《2000 年国际贸易术语解释通则》（经不时修订或取代）进行解释。

2.5 The Seller may, at its discretion, impose an appropriate surcharge to cover handling costs, in respect of Orders placed which are below a minimum consignment value; Likewise the Seller shall have the right to impose a surcharge for expedited delivery (defined as a delivery requirement at variance with the Seller's normal carriage arrangements) to reflect the additional logistic and transport costs incurred in meeting the Buyer's requirements. The sum of such costs may be varied by the Seller's fair and reasonable discretion from time to time.

卖方可自行决定就低于最低托运货物价值的订单收取适当的额外费用以抵偿手续费；同样卖方应有权就加速交付（指交付要求与卖方的正常运输安排不同）收取额外费用，以反映为满足买方要求而导致的额外物流或运输费用。该等费用的金额可能根据卖方不时公平合理的自行裁量而发生变化。

2.6 In the event that the Seller, for any reason, accepts the cancellation of all or part of an Order, the Buyer shall be liable for payment in full of all costs incurred by the Seller up to the point of cancellation or, if the manufacture of the Goods has been completed, for the full price of the Goods.

如果卖方（因任何原因）同意取消所有或部分订单，则买方应负责全额向卖方支付直至取消时卖方所承担的所有费用，或者，如果货物的制造已经完成，则应支付货物的全部价格。

3. VARIATIONS

变更

3.1 Any variation to these Conditions shall have no effect unless expressly agreed in writing by the Seller.

除非经卖方另行明确书面同意，否则对本销售条款的任何变更均为无效。

3.2 Either Party may request variations that affect the scope, duration or price of the Contract, including variations in the specifications and Goods to be delivered. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Contract, including if necessary, any adjustment to the prices and performance schedule. Neither Party shall be bound by any variation requested by the other until an amendment to the Contract has been accepted in writing by both Parties.

任何一方都可要求影响合同范围、期限或价格的变更，包括变更规范和待交付货物。如果任何一方要求任何该等变更，双方应本着诚信善意的原则协商对合同进行合理和公平的调整，包括（如必要）对价格和执行时间表的任何调整。在对合同的修订由双方书面接受之前，任何一方都无需受另一方请求的任何变更所约束。

3.3 The Seller shall not be obliged to accept any variation of a Contract where the net effect, together with variations already made, is to increase or reduce the price by more than 15 percent.

卖方没有义务接受那些实际结果（与已经做出的变更一起）导致价格增加或减少超过 15% 的任何合同变更。

4. SPECIFICATION

规范

4.1 The Buyer is responsible for satisfying itself as to the suitability of the Goods for the Buyer's application. The Seller shall not be bound by any statement concerning the scope of supply, performance or characteristics of the Goods unless expressly incorporated in the Contract, although nothing in these Conditions shall be construed as attempting to limit either Party's liability for fraud or fraudulent misrepresentation.

买方负责验证货物是否符合自己对货物使用的适用性的要求。卖方不受任何涉及货物供货范围、性能或特性的声明的约束，除非该声明明确纳入合同，然而，本销售条款概不得被解释为试图限制任何一方对于欺诈或欺诈性失实陈述的责任。

4.2 Descriptions and illustrations contained in the Seller's catalogues, price lists and other advertisement material are intended merely to present a general description of the Goods described therein and none of these shall form part of the Contract.

卖方货物目录、价格清单和其它广告材料中所包含的描述和图解仅为对其中所述货物的一般说明，所有这些描述和图解都不得构成合同的一部分。

4.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable legislation and which do not materially affect the quality of the Goods.

卖方保留对货物规格做出任何变更的权利，变更需符合任何适用法律且不得对货物质量造成重大影响。

5. PRICE

价格

5.1 Unless otherwise agreed by the Seller in writing the price of the Goods will be the price set out in the Seller's price list published or agreed in writing with the Buyer at the time of the Order.

除非卖方以书面方式另行同意，否则货物价格应指卖方所公布的价格清单中所规定的价格或与买方在确认订单时书面议定的价格。

5.2 Except as expressly agreed in writing to the contrary, the quoted price shall be exclusive of any value added tax or similar sales tax, any import tax or other tax payable in the country of the Buyer, and all costs or charges in relation to loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition to the quoted price when it is due to pay for the Goods supplied.

除非通过书面方式明确同意相反的内容，否则报价应不包括买方所在国家的任何增值税或类似税项、任何进口税或其它应付税项，以及与装货、卸货、运输和保险有关的所有费用或收费，所有这些款项买方应在就供应的货物支付到期应付款项时除报价之外另外支付。

5.3 If any law or regulation comes into force after the date of the Seller's quotation or tender which increases the cost of performing the Contract, the Contract price shall be adjusted accordingly.

如果任何法律或法规在卖方报价或投标日期后生效致使合同履行成本增加，则合同价格应做出相应调整。

5.4 In the event of an increase in the cost to the Seller of materials required to fulfil the Order of more than 5% from the date of Order placement, the Seller reserves the right at any time up to 30 days after the date of the Order to increase the price of the Order by a percentage equivalent to the percentage rise in the cost of materials. The Seller shall notify the Buyer in writing of such a price increase. The Buyer will be entitled to cancel the Order by written notice to the Seller within 30 working days of the date of the Seller's notice of price increase. In the absence of such notice, the price increase will be binding on the Buyer.

如果订单下达日期后卖方完成订单所需材料的成本增加超过5%，卖方保留在订单日期后最长30个工作日内随时上调订单价格的权利，价格按照材料成本增加的百分比同比例上涨。卖方应书面通知买方该价格上涨。买方将有权在卖方通知价格增加之日起的30个工作日内通过发出书面通知取消订单。如果买方未发出该通知，价格上涨将对买方具有约束力。

6. PAYMENT

付款

6.1 All payments shall be made in cleared funds in RMB (or other foreign currency (as the case may be)) to the designated account of the Seller. Payments shall be paid by telegraphic transfer, the costs of which shall be borne by the Buyer, into the designated account of the Seller. All sums due to the Seller shall be payable within 30 days of the date of the Seller's invoice and time for payment shall be of the essence. No deduction whether by way of set-off, counterclaim or otherwise, shall be made by the Buyer except for claims of the Buyer which are not disputed by the Seller or which have been finally confirmed by a court of law.

所有付款都应使用人民币（或其它货币（视情况而定））支付到卖方指定账户。付款应通过电汇方式汇款到卖方指定账户，汇款的费用应由买方承担。应支付给卖方的所有金额应在卖方发票日期起30天内支付，付款时间至关重要。买方不得通过抵销、反索赔或以其它方式扣除款项，除非卖方对买方的索赔没有异议或已经最终得到法院的确认。

6.2 If any amount due and payable to the Seller under the Contract is overdue for reasons for which the Seller is not responsible, the Seller may, without prejudice to any other right it may have and at its own option, either suspend deliveries or terminate the Contract and in addition charge the Buyer simple interest on amounts overdue at an annual rate of 8% above the base lending rate for six months loan published by the People's Bank of China from time to time in force during the period that any such amount is overdue.

如果合同项下到期且应付给卖方的任何款项因非卖方负责的原因而到期未付，则卖方可以（在不影响其任何其它权利的情况下且自行选择）暂停交付或终止合同，此外，卖方有权按中国人民银行不时公布生效的六个月基准贷款利率上浮8%的年利率就到期未付金额在该到期应付逾期支付期间收取单利。

6.3 Where payment is to be secured by a letter of credit, then except as otherwise agreed by the parties in writing, such letter of credit shall: (i) be an irrevocable letter of credit; (ii) provide for partial deliveries; (iii) be advised through and confirmed by a bank acceptable to the Seller within 30 days of formation of the Contract; (iv) conform to the latest edition of the International Chamber of Commerce's Uniform Custom and Practice for Documentary Credits (UCP 500); and (v) be valid for at least sixty days beyond the latest despatch or delivery date stated in the Contract. The Buyer shall, at its own expense extend the letter of credit in accordance with any variation or other event which entitles the Seller to any extension of time for despatch or delivery.

如果付款受信用证担保，除非双方以书面形式另行协定，否则该信用证应：(i)是不可撤销信用证；(ii)为部分交付提供的；(iii)在合同签订后30天内由卖方可接受的银行通知并由其确认；(iv)符合最新版的国际商会跟单信用证统一惯例(UCP 500)；和(v)合同中订明的最后发货或交付日期后至少六十天内有效。买方应承担费用，根据使卖方有权延长任何发货或交付时间的任何变更或其它事件，相应延长信用证。

6.4 All bank charges arising outside of China (including but not limited to the cost arising in establishing or extending any letter of credit) and charges relating to bank confirmation of the letter of credit shall be paid by the Buyer. All other bank charges arising within China shall be paid by the Seller with the exception of those arising within the Buyer's bank which shall be paid by the Buyer.

中国以外的所有银行收费（包括但不限于开立和延长任何信用证引起的费用）和与银行确认信用证有关的收费应由买方支付。中国境内的所有其它银行收费应由卖方支付，由买方银行产生的应由买方支付的费用除外。

7. BUYER'S GENERAL OBLIGATIONS

买方的一般义务

7.1 The Buyer shall provide on time any approval, instruction, material, facilities, equipment or other thing which may be required in relation to the performance of the Seller's obligations and which is not expressly stated to be the Seller's responsibility.

买方应及时提供与履行卖方义务有关可能需要的且未明确规定为卖方责任的任何批准、说明、材料、工具、设备或其它物品。

7.2 Any authorisation, licence, permit, planning permission or approval required from any regulatory authority for which the Seller is not expressly made responsible in the Contract shall be obtained in due time by the Buyer.

买方应及时获得合同中没有明确规定由卖方负责的任何监管机构所要求的任何授权、许可、准许、规划许可或批准。

7.3 The Buyer shall be responsible for obtaining any necessary customs import clearance and shall give all reasonable assistance to the Seller in obtaining any work letter of invitation, permit, visa and similar document which the Seller or any of its employees or agents may require at no cost to the Seller.

买方应负责获得任何必要的海关进口清关，并且应就获取卖方或其任何雇员或代理人可能需要的任何工作邀请函、准许、护照和类似文件向卖方提供所有合理的协助，卖方不承担任何费用。

7.4 The Buyer shall without undue delay respond to any and all requests or submissions of documents, drawings or information for comment or approval. 买方应及时地回复任何及所有请求或提交文件、图纸或信息以供进行评价或获批。

8. DELIVERY

交付

8.1 Unless otherwise agreed in writing by the Seller, if no destination is specified in the Contract, delivery shall be made Ex-works at the Seller's place of business. The Seller may deliver the Goods in a number of batches.

除非卖方另行书面同意，否则如果合同未具体指定目的地，交付应按照工厂交货方式在卖方的营业地点交付。卖方可能会分批交付货物。

8.2 Unless expressly agreed to the contrary in writing, dates cited for delivery shall be approximate only, and time for delivery shall not be of the essence. If no delivery dates are specified, delivery shall be made within a reasonable time.

除非另行作出其他明确的相反规定，否则引用的交付日期应仅为交付的大致日期，交付时间不是极为重要。如果没有具体指定交付日期，则交付应在合理时间内进行。

8.3 If the Seller delivers a quantity of Goods of up to 5% more or less than the quantity ordered the Buyer will not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and will pay for such Goods at the pro rata Contract rate. The Buyer will notify the Seller of the surplus or shortfall of the Goods within 5 days of receipt.

如果卖方交付的货物数量多于或少于订购数量未超过 5% 的范围，则买方将无权以货物多出或缺少为理由反对或拒绝接受货物或其任何部分，并且应按照合同费率的比率支付这些货物。买方应在收到货物后 5 天内通知卖方货物是否多出或缺少。

9. STORAGE

存放

9.1 If the Buyer does not take delivery of the Goods within 7 days of notification from the Seller that they are ready for delivery, or the Seller is unable to deliver the Goods because the Buyer has failed to comply with its general obligations under clause 7, the Seller shall be entitled on behalf of the Buyer to put the Goods into storage at the Buyer's expense, and risk in the Goods shall pass to the Buyer. Delivery to storage shall constitute delivery to the Buyer and the Seller shall become entitled to payment upon such delivery.

如果买方在接到卖方准备交付货物的通知后 7 天内没有提取所交付货物，或者由于买方未能遵守其在第 7 条下的一般义务而导致卖方无法交付货物，卖方应有权代表买方将货物进行存放，费用由买方承担，且货物风险应转让给买方。交付到存放点应相当于交付到买方，并且卖方应有权根据该交付获得付款。

10. TRANSFER OF TITLE AND RISK

所有权和风险转让

10.1 Legal title to and beneficial ownership in any consignment of the Goods (excluding software) shall pass to the Buyer upon receipt by the Seller of all sums due from the Buyer in respect of the Goods. All risks of loss or damage to the Goods shall nevertheless pass to the Buyer on delivery and the Buyer shall maintain the Goods in satisfactory condition and keep them adequately insured on the Seller's behalf for their full price and on request provide evidence of such insurance.

在卖方收到买方针对货物应付的全部金额时，任何托运货物（不包括软件）的法定所有权和受益所有权应转让给买方。然而，货物的所有损失或损害风险应在交付时转让给买方，并且买方应在令人满意的条件下维护货物，代表卖方就货物的全部价格充分投保，同时应在卖方要求时提供该等保险的证据。

10.2 Until the passing of title in the Goods to the Buyer, the Buyer shall hold the Goods as bailee for the Seller and clearly identify them as belonging to the Seller. The Buyer shall not dispose of, encumber, mortgage, pledge and assign by way of security or otherwise charge the Goods until it has paid the Seller for these Goods in full. If the Buyer is in default of payment or otherwise violates the Contract, and provided that the Seller has executed his right of rescission of a Contract, the Seller may at any time until the passing of title in the Goods to the Buyer require the return of the Goods delivered under such Contract. If this requirement is not complied within a period of 8 days the Seller may (without prejudice to its other rights and remedies) repossess the Goods.

在货物的所有权转让给买方之前，买方应作为卖方受托人持有货物，并且清楚地将货物识别为属于卖方。在向卖方全额支付这些货物的款项之前，买方不得通过担保方式处置、抵押、按揭、质押和转让货物或以其它方式押记货物。如果买方存在付款违约或以其它方式违反合同，并且如果卖方已经执行其取消合同的权利，则在货物的所有权转让给买方之前，卖方可随时要求买方退还根据该合同已经交付的货物。如果此要求在 8 天期间内没有遵守，则卖方可以（不影响卖方其它权利和救济）收回货物。

10.3 The Buyer shall maintain accurate records to ensure the continued traceability of any of the Goods purchased from the Seller under these Conditions and shall provide reasonable assistance to the Seller in the event that any of the Goods it has purchased are affected by a product recall or corrective action procedure implemented by the Seller.

买方应保持准确的记录，以确保根据本销售条款向卖方采购的任何货物的持续可追踪性，且如果其已经采购的任何货物受卖方实施的产品召回或纠正行动程序所影响，买方应向卖方提供合理的协助。

11. SELLER'S WARRANTY

卖方保证

11.1 The Seller warrants that the Goods supplied shall, under proper use, be free from defects in design, material and workmanship and conform to the specification specified in the Contract for a period of 12 months from delivery. "Proper use" means storage, installation, commissioning operation and maintenance in accordance with the Seller's specifications and good industry practice.

卖方保证，所供应的货物在正常使用的情况下，不存在设计、材料和工艺缺陷，且在交付后 12 个月期间内符合合同规定的规格。“正常使用”指根据卖方规范和良好行业惯例进行存放、安装、试运行和维护。

11.2 The Seller's obligation under this warranty shall be limited to making good by repair or replacement at the Seller's option any defect in the Goods which appears before the expiration of the period of 12 months after delivery or, at the Seller's option, reimbursing the price received by the Seller for the Goods. Where the Seller opts to repair or replace the Goods the Buyer shall return the Goods to be repaired or replaced to the Seller's premises at its own cost. In respect of items which have been repaired or replaced by the Seller hereunder, the Seller shall guarantee such items up to the end of the original warranty period. Replaced items shall become the property of the Seller. The Seller's obligation is subject to: (i) the Seller being given notice by the Buyer of the defect within 7 days of the date of delivery, or when the defect was not apparent on reasonable inspection, within a reasonable time after the discovery of the defect; (ii) the Seller being given a reasonable opportunity after receiving notice of the defect to examine the Goods; and (iii) where the Goods are returned by the Buyer to the Seller, compliance with the provisions of clause 11.7. The Seller shall have no liability for the costs of dismantling, transportation, re-assembly, and re-testing of any of the Goods affected under this warranty.

卖方于本保证下的义务应限于在交付后 12 个月期间届满之前，通过修理或更换（由卖方选择）弥补货物的任何缺陷，或（由卖方选择）赔偿卖方就货物收到的价格。如果卖方选择修理或更换货物，则买方应自行承担费用，将需要修理或更换的货物退还至卖方处所。就卖方据此已修理或更换的货物而言，卖方向该等货物提供的保证截止至原始保证期结束。被更换的物品应成为卖方的财产。卖方的义务基于以下条件：(i) 买方在交付日期后的 7 天内向卖方发出缺陷通知，或当缺陷不明显经过合理检查而没有查明时，则应在发现缺陷后的合理时间内向卖方发出缺陷通知；(ii) 卖方在收到缺陷通知后，应有检查货物的合理机会；及(iii) 如果买方将货物退还给卖方，则应遵守第 11.7 条的规定。卖方概无责任承担本保证下受影响的任何货物的拆卸、运输、再组装和再测试的费用。

11.3 The Seller's obligation shall not extend to failure caused by wear and tear, misuse, neglect, or repairs or modifications to the Goods which have been made without the Seller's approval, or result from; designs and specifications provided by the Buyer, instructions given by the Buyer, software and firmware programs developed by the Buyer and used in or with the Goods and more generally by defects for which the Buyer is to blame or which are caused by activities performed by the Buyer without the Seller's written consent.

卖方的义务不得延伸至因正常磨损、滥用、疏忽或未获得卖方批准而对货物做出的修理或修改而导致的故障，或因买方提供的设计和规格、买方发出的指示、买方开发且用于货物或与货物一起使用的软件和固件程序而导致的故障，以及更加普遍的因买方责任或因买方未经卖方书面同意而执行的活动所导致的缺陷。

11.4 SUBJECT TO CLAUSE 14.3, THIS WARRANTY IS IN PLACE OF AND EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. THE SELLER'S LIABILITIES AND THE BUYER'S REMEDIES IN RESPECT OF DEFECTS IN THE GOODS AND ANY DAMAGE TO THE GOODS RESULTING THEREFROM WHETHER ARISING FROM BREACH OF CONTRACT, STATUTORY DUTY, WARRANTY, NEGLIGENCE OR OTHERWISE ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SELLER'S WARRANTY CLAUSE, AND THE SELLER SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY SUCH DEFECTS OR DAMAGES WHICH APPEAR AFTER THE EXPIRY OF THE WARRANTY PERIOD DESCRIBED ABOVE.

受制于第 14.3 条，本保证在法律准许的最大范围内，替代和排除所有其他口头、书面、法定、明示或暗示的保证和条件。本卖方保证条款所规定的是卖方就货物缺陷和因此对货物造成的任何损害（不论因违反合同、法定责任、保证、疏忽或其它而产生）提供的唯一和专有保证和买方就此享有的唯一和专有的救济，且卖方概不对上述保证期满后出现的任何缺陷或损害承担任何类别的责任。

11.5 If the Seller did not manufacture the Goods (or parts or components thereof) which are subject to any warranty claim, then the Buyer is only entitled to such warranties that the Seller receives from the actual manufacturer in respect of such Goods.

如果发生任何保证索赔的货物（或其部件或元件）并非由卖方生产，则买方仅享有卖方从该等货物的实际制造商处获得的保证。

11.6 Goods not the subject of a warranty claim may only be returned by the Buyer with the prior written consent of the Seller.

仅经卖方事先书面同意，买方方可退还并非保证索赔对象的货物。

11.7 Prior to returning any of the Goods for repair or replacement, the Buyer shall inform the Seller's 'Quality' department of its intention to do so by fax (+86 (0532)-55565898) listing in the notice the following data: (i) manufacturing part number(s) and serial numbers present in the product label; (ii) the manufacturing date (still present in the product label); (iii) quantity for each part number; and (iv) reason for return for each Good. Only when the Seller's Quality department has authorised the return and given a reference number (which must be printed on all correspondence) are the Goods to be returned. If the Goods are out of warranty an estimate in respect of the cost of repairs will be supplied. The returned Goods will need to be accompanied by: (i) a "Pro-forma" invoice indicating the value of the Goods for custom requirements if the Buyer is not located in China or a despatch note if the Buyer is located in China; and (ii) a statement declaring that the Goods are being returned for examination/repair.

在退还任何货物进行修理或更换之前，买方应通过传真(+86 (0532)-55565898)通知卖方'质量'部门其希望退还货物，通知中应列明以下数据：

(i)产品标签上显示的制造零件编号和序列号；(ii)制造日期（仍显示在产品标签上）；(iii)各零件编号的数量；及(iv)各个货物的退回理由。仅当卖方的质量部门授权进行退货并提供一个参考编号（必须打印在所有通信文件中）时，货物才能退回。如果货物不在保证期内，则将提供修理费用的相关估计数据。退回的货物需附带以下单据：(i)如果买方不在中国，则按惯常要求，提供说明货物价值的形式发票；如果买方位于中国境内，则应提供发货单；及(ii)声明货物退回进行检查/修理的报告。

12. INTELLECTUAL PROPERTY RIGHTS AND LICENCE TO USE EMBEDDED SOFTWARE

使用嵌入软件的知识产权和许可

12.1 No title to any of the Seller's industrial or intellectual property or to industrial or intellectual property in the Goods supplied is transferred to the Buyer under these Conditions or the Contract (where intellectual property includes but is not limited to patents, design rights, copyrights, trademarks, database rights, know how and proprietary information). No designs, drawings or goods supplied by the Seller shall be reproduced, disclosed, copied or reverse engineered without the Seller's prior written permission.

卖方的任何工业或知识产权或供应货物的工业或知识产权的所有权，都未根据这些合同条件转让给买方（该处知识产权包括但不限于专利权、设计权利、版权、商标、数据库权利、专门技术和专有信息）。未经卖方事先书面批准，买方不得复制、披露、拷贝或反向工程卖方提供的设计、图纸或货物。

12.2 The Buyer will not without the consent of the Seller remove, cover, obscure or in any way alter any distinctive mark forming part of or impressed on or affixed to the Goods received by the Buyer from the Seller and any of the Goods which will have been so covered, obscured or altered without such consent will not be sold.

未经卖方同意，买方不会删除、掩盖、遮盖或以任何方式修改属于买方自卖方所接收货物一部分的或该等货物上印制或粘附的任何独特商标，且未经卖方同意，不会出售任何被掩盖、遮盖或修改的货物。

12.3 Any software or firmware incorporated into the Goods is supplied under licence for the use of the software only, and all other exploitation rights are retained by the Seller. The Seller grants to the Buyer a licence to use such software or firmware only in connection with those Goods and only to the extent required to use the Goods for their normal intended commercial purpose. The licence shall include a right to grant sub licences only to the extent required lawfully to sell the Goods. The Buyer will not export or re-export software without the appropriate licences, or make any copies of Software or parts thereof, except for archival back up purposes. The Buyer must not reverse engineer, decompile, disassemble, adapt, arrange or error-correct or make any other alterations to the software or rent or lease the software separately from the Goods to any third parties.

纳入货物的任何软件或固件仅可根据使用该软件的许可予以供应，并且所有其它利用权由卖方保有。卖方授予买方仅与这些货物有关使用该等软件或固件的许可，并且仅在规定的范围内将货物用于正常拟定商业用途。许可包括仅为销售货物而合法要求的范围内授予分许可的权利。若未获得适当许可，买方不得出口或再出口软件，或制作软件或其部分的任何副本，但出于存档备份的目的除外。买方不得对软件进行反向工程、反编译、反汇编、改编、安排或更正错误或做出任何其他更改，或将软件与货物相分离向任何第三方出租或租用。

12.4 The duration of this licence shall be the life of the Goods into which the software or firmware is incorporated.

此许可的有效期应为包含软件或固件的货物的使用寿命。

13. INTELLECTUAL PROPERTY RIGHT INFRINGEMENT

知识产权侵权

13.1 The Seller shall indemnify the Buyer against all damages and costs awarded against the Buyer for infringement of any intellectual property right of third party resulting from the use or the sale of the Goods but this indemnity shall not apply to any infringement which is due to (i) the association or combination of the Goods with any article, apparatus or device; or (ii) any goods or parts thereof made to designs supplied by the Buyer; or (iii) use of the Goods in a manner, or for a purpose, which was not foreseeable by the Seller; or (iv) modification of the Goods by the Buyer or by any third party. This indemnity is conditional on the Buyer: (i) giving the Seller the earliest possible written notice of any claim being made against the Buyer or actions threatened to be brought against the Buyer or the Seller; (ii) giving the Seller (at the Seller's expense) full authority and sole control to conduct on the Buyer's behalf any litigation or negotiations in respect thereof; (iii) having not made any admission with respect to the infringement of third party intellectual property right which might be prejudicial to the defense of such claim or action; and (iv) the Buyer at the request and reasonable expense of the Seller taking all action as may be reasonably required to assist the Seller in relation to any infringement or claim. Subject to the provisions of clause 14, the foregoing states the Seller's entire liability for intellectual property right infringement.

卖方应向买方赔偿因使用或销售货物导致侵犯第三方任何知识产权而令买方被判承担的所有损害赔偿和费用，但该赔偿不适用于因以下情况产生的任何侵权行为：(i)货物与任何物品、仪器或设备的关联或组合；或(ii)任何货物或其部件按买方提供的设计制造；或(iii)货物使用的方式或目的为卖方所不可预见；或(iv)买方或任何第三方对货物进行修改。该赔偿基于买方：(i)尽可能在最早时间向卖方发出买方被提起的任何索赔，或买方或卖方可能被提起的诉讼之书面通知；(ii)授予卖方（费用由卖方承担）全面权限和唯一控制权，以使其代表买方开展与此有关的任何诉讼或协商；(iii)未曾就第三方知识产权的侵权指控作出任何承认，而可能损害对该索赔或诉讼进行辩护；及(iv)应卖方的要求且在卖方承担合理费用的情况下，买方应采取就任何侵权或索赔协助卖方而可能合理要求的一切行动。受制于第 14 条的规定，上文规定了卖方就知识产权侵权行为应承担的全部责任。

14. LIMITATION OF LIABILITY

责任限制

14.1 With the exception of bodily injuries or death, the Seller shall not in any circumstances be liable for any loss of use, production, profit, business, contracts, revenues or anticipated savings, any increase in operating costs, any product recall or corrective action costs or any other financial or economic loss or any indirect or consequential loss or damage whatsoever whether suffered by the Buyer or by any third party.

除人身伤亡外，卖方在任何情况下均无须对用途、产量、利润、业务、合同、营业额或预期收入的任何损失、经营成本的任何增加、任何产品召回或纠正行动费用或任何其他财务或经济损失，或任何间接的或后果性的损失或损害负责，而不论该等损失或损害是买方还是任何第三方所遭受的。

14.2 The exclusions and limitations of liability contained in these Conditions shall apply to all claims of any kind whether in contract tort or otherwise on the part of the Seller, its employees, agents, sub-contractors or suppliers.

本销售条款中包含的除外和责任限制规定应适用于卖方、其雇员、代理人、分包商或供应商被提起的任何种类的所有索赔，不论是因合同、侵权行为或因其他原因而产生。

14.3 Notwithstanding anything else in this Contract or otherwise, the total aggregate liability of the Seller to the Buyer for all claims of any kind for any loss or damage resulting from its performances or lack of performance under this and all other Contracts under these Conditions in any one calendar year will not in any event exceed an amount equal to 50% of the value of the Goods delivered to the Buyer in such calendar year.

尽管本合同其他条款或其他地方的规定，就买方由于卖方履行或未履行本合同及本销售条款下的所有其他合同而引起的任何损失或损害而提出的任何种类的所有索赔，在任何情况下，卖方在任何一个日历年内向买方承担的责任总额均不会超过于该日历年内交付给买方的货物价值的50%。

14.4 If the Buyer is not the sole end user and ultimate owner of the Goods, then the Buyer shall use its reasonable endeavours to ensure by its contract with the end user or ultimate owner or its customer that the Seller is given the benefit of the exclusions and limitations set out in these Conditions by all such users, owners and customers.

如果买方并非货物的唯一最终用户和最终所有者，则买方应尽其合理努力，通过其与最终用户或最终所有者或其客户订立的合同，确保所有该等用户、所有者和客户向卖方提供本销售条款中载明的除外和限制利益。

15. CONFIDENTIALITY

保密

15.1 The receiving party will not divulge or communicate to any person without prior written consent of the disclosing party any Confidential Information and shall not use the Confidential Information for any purpose other than as contemplated under the Contract.

未经披露方的事先书面同意，接收方不得向任何人员泄漏或传播任何保密信息，并且不得为合同预期目的之外的任何目的使用保密信息。

15.2 The obligation of confidentiality will continue to apply at all times during the continuance of any Contract incorporating these Conditions and for a period of 5 years after the expiration or termination of the Contract but will cease to apply to information which is at the date of the disclosure public knowledge through no fault of the receiving party, or which is rightfully received by the receiving party without obligations of confidentiality, or is developed by the receiving party without breach of these Conditions. If the receiving party is disclosed Confidential Information to a government body, court or other official department with the authorization to issue such request subject to a legal or regulatory requirement, the receiving party agrees to give the disclosing party prompt notice so that disclosing party may contest the disclosure or obtain a protective order.

在纳入本销售条款的任何合同有效期内和合同届满或终止后的5年时间内，保密义务将继续适用，但如果信息并非因接收方的过失而导致公开的，或接收方不承担保密义务的情况下合法获得的，或接收方在没有违反本销售条款的情况下独立开发的，则保密义务对该些信息将不再适用。如果根据法律或法规要求接收方需要向有权发出该请求的政府机构、法庭或其它政府部门披露保密信息，接收方同意及时通知披露方，以便披露方可对披露提出异议或获取保护令。

15.3 Each disclosing party shall have the right, immediately upon expiration or earlier termination of the Contract (for any reason whatsoever), to request the receiving party to return all Confidential Information in its possession.

各披露方应在合同届满或提前终止（无论任何原因）之后，立即要求接收方归还由接收方持有的所有保密信息。

16. FORCE MAJEURE

不可抗力

16.1 If performance of any obligation of either Party under the Contract is prevented, restricted or delayed by any act of God, act or omission of government, war, hostilities, acts of terrorism, industrial dispute, failure or delay in source of supply of materials or equipment, fire, explosion, accident or breakdown of essential machinery or equipment or by any cause (whether similar or not to any of the above events) beyond the reasonable control of the party whose performance is affected, then that party shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly.

如果任何一方履行合同下的任何义务因任何天灾、政府作为或不作为、战争、敌对、恐怖主义行为、劳资纠纷、材料或设备来源未能或延迟供应、火灾、爆炸、意外事故或主要机器或设备故障或因履约受影响一方无法合理控制的任何原因（不论是否与上述任何事件类似）而受到阻碍、限制或延迟，则该方应被免除且不对未能履约承担责任（以受阻碍、限制或延迟的范围为限），且履约时间应相应延长。

16.2 If performance is delayed for more than 3 months by any cause referred to above and the Parties have not agreed upon a revised basis for continued performance at the end of the delay, then either Party may after that period, and while the cause of the non-performance still exists, terminate the Contract by not less than 30 days' notice in writing to the other Party.

如果履约因上述任何原因延迟超过3个月，且双方并未就延迟结束后持续履约的修改依据达成一致，则任何一方均可于该期间后及在无法履约的原因仍然存在期间，向另一方提前发出不少于30天的书面通知而终止合同。

17. TERMINATION AND SUSPENSION

终止和中止

17.1 Either Party may immediately terminate a Contract by giving written notice to the other Party, if the other Party: (i) commits a material breach of the Contract which is not capable of remedy; (ii) commits a continuing breach of the Contract or of these Conditions and fails to remedy it within 15 days of a written notice requiring the breach to be remedied; (iii) is dissolved, becomes insolvent, is over indebted, fails or is unable to or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy, has a resolution passed for its winding up or liquidation, seeks or becomes the subject of the appointment of an administrator, receiver or similar official in respect of its assets; or (iv) ceases or threatens to cease to carry on business.

如果另一方出现以下情况，任何一方均可通过向另一方发出书面通知立即终止合同：(i) 严重违反合同且无法补救；(ii) 持续违反合同或本销售条款，且未能在要求补救违反行为的书面通知发出后15天内补救该行为；(iii) 解散、破产、资不抵债、没有或无能力或以书面承认没有能力偿还债务；提起或已经提起法律程序，寻求得到无偿付能力或破产的裁决；就其清盘或清算通过决议；寻求就其资产委任管理人、接收人或类似官员，或成为该等人士委任的对象；或(iv) 停止或即将停止开展业务。

17.2 The Seller may at its option suspend performance of the Contract: (i) until the events giving rise to the exercise of its rights of termination under clause 17.1(ii) are remedied; or (ii) if the Buyer has failed to make payment when due or to perform on time any of its other obligations under the Contract. The Seller shall be entitled to: (i) exercise its rights of termination or suspension at any time during which the event of default giving rise thereto shall not have ceased or have been remedied, and for the avoidance of doubt if the Seller has elected to suspend its performance it may at any time during the period of suspension decide to terminate the Contract; (ii) the time for Seller's completion shall be extended to such extent as is reasonable to take account of such suspension; and (iii) any cost incurred by the Seller as a result of or in connection with such suspension shall be reimbursed to the Seller by the Buyer.

卖方可选择中止履行合同：(i) 直至导致其行使于第17.1(ii)条下的终止权利的事件得到补救；或(ii) 如果买方未能按时付款或按时履行其于合同下的任何其他义务。卖方应有权：(i) 在导致终止或中止的违约事件未停止或未得到补救的任何时间内，行使其终止或中止权，且为避免疑问，如果

卖方已经选择中止履约，则可在中止期间的任何时间决定终止合同；(ii) 卖方完工的时间应合理考虑该中止期间予以延长；及(iii) 卖方因或就相关中止而招致的任何费用均应由买方补偿给卖方。

17.3 No notice of termination may be given by either Party except in accordance with the express provisions of these Conditions.
除非根据本销售条款的明确规定，否则任何一方均不可发出终止通知。

17.4 Within 15 days of the issue by either Party of a notice of termination, the Buyer shall pay to the Seller the outstanding balance of the Contract value of the Goods which have been delivered at the date of the notice.

在任何一方发出终止通知后的 15 天内，买方应向卖方支付在通知之日就已交付货物的尚未支付的合同款项。

17.5 Termination or expiration of this Contract shall be without prejudice to: (i) either Party's obligations contained herein which survive the termination or expiration of this Contract; and (ii) any prior rights which either Party has accrued prior to the termination or expiration of this Contract.

本合同的终止或届满不得影响：(i) 本合同中所载任何一方于本合同终止或届满后仍然有效的义务；及 (ii) 任何一方在本合同终止或届满前已经产生的任何权利。

18. MISCELLANEOUS

其它规定

18.1 The Seller may perform its obligations and exercise the rights granted under these Conditions through any Affiliate or carry out its obligations through any agents or sub-contractors appointed by it in its absolute discretion for that purpose, and any act or omission of any such entity will for the purposes of these Conditions be the act or omission of the Seller.

卖方可通过任何关联方履行和行使其于本销售条款下的义务和被授予的权利，或通过其就此全权酌情委任的任何代理人或分包商履行其义务，且就本销售条款而言，任何相关实体的任何作为或不作为将是卖方的作为或不作为。

18.2 Each right or remedy of a Party under the Contract is without prejudice to any other right or remedy of the party whether under the Contract or not.

合同下合同各方的各项权利或救济不影响该合同方的任何其它权利或救济（无论是否在合同项下规定）。

18.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall, to the extent of such illegality, invalidity, voidness, voidability, or unenforceability, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

如果合同的任何规定被任何法院、法庭或具主管司法管辖权的行政机关判定为全部或部分非法、无效、失效或不可执行，在该非法、无效、失效或不可执行的条款可分割的范围内，合同的剩余条文和该条文的剩余部分应继续有效。

18.4 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

合同一方未行使或延迟强制执行合同赋予其的任何权利，不得被解释为放弃其在合同下的任何权利。

18.5 The failure by either Party to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

合同任何一方未能行使或强制行使合同赋予的任何权利，不得被视为放弃任何该权利，也不得作为阻止其在其后任何时间行使或强制行使该权利。

18.6 The Seller may assign any Contract or any part of it to any of its Affiliates. Any other assignment of this Contract shall not be permitted unless the other party consents in writing to such assignment (such consent not to be unreasonably withheld or delayed).

买方可将任何合同或其任何部分转让给其任何关联方。不得进行本合同的任何其它转让，除非另一方书面同意该转让（该同意不得无理扣留或延迟）。

18.7 Notices must be in writing and delivered by hand, first class post, or facsimile to the other party at its registered office or trading address at the date of the Contract.

通知必须为书面形式且通过专人、一等邮件或传真发送至另一方的注册办事处或于合同订立之日的交易地址。

18.8 This Contract shall be governed by and construed in accordance with the laws of People's Republic of China. All disputes arising in connection with the Contract or its validity or these Conditions or their validity shall be finally settled by Shanghai International Economic and Trade Arbitration Commission for arbitration, in accordance with the Rules and procedure of the said Commission. The arbitration shall take place in Shanghai and decision rendered by the said Commission should be final and binding upon both parties; neither Party shall seek recourse to a law court or other authorities for revising the decision. Documents in both the English and Chinese language are permissible for purposes of evidence. The arbitration fee shall be borne by the losing party. Both parties shall continue the fulfillment of the Contract except the parts in arbitration.

本合同应受中华人民共和国法律管辖并按其解释。就合同或其有效性或本销售条款或其有效性产生的所有争议，均应最终提交上海国际经济贸易仲裁委员会，仲裁根据该委员会的规则和程序进行。仲裁应在上海进行，上述委员会做出的判决应为终局判决，且对合同双方都具有约束力；任何一方均不得向法院或其它当局寻求修改判决。英文和中文文件均可用作证据。仲裁费用应由败诉的一方承担。双方都应继续完成除仲裁部分外的合同。

18.9 The Goods provided by Seller under this Contract contain or might contain components and/or technologies from U.S, EU and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Contract shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. The Deliverables shall not be used for those purposes forbidden by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. The Deliverables shall only be used in the specific project(s) and location (s) stipulated in this Contract. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or this Contract.

卖方在合同项下提供的货物中含有或可能含有来源于美国、欧盟成员国或其他国家的部件及技术。买方承认并同意，合同项下的产品、软件、服务、信息及其他交付物及其中所运用的技术（共同称为“交付物”）的提供、转/受让及使用应完全遵守与交付物适用的美国、欧盟及其他国内或国际的出口控制法律/法规，交付物不可被用于该等出口管制法律/法规所禁止的目的。买方保证交付物不直接或间接用于火箭系统、无人驾驶机、核武器发射系统、武器（包括但不限于生化、化学和核武器等）的发展、制造、使用有关的用途，而仅将在合同中指明的地点和项目上使用。下述情形下，卖方无需执行相应订单和/或本合同且无需承担任何责任：(i) 未能取得任何必需或适当的出口许可、授权或批准，无论是因为相关政府部门的不作为或其他原因所导致；(ii) 前述出口许可、授权或批准被拒绝或撤回；或(iii) 适用的出口控制法律/法规禁止卖方执行相应订单或根据卖方的判断其执行相应订单的行为将导致其可能遭受适用的出口控制法律/法规的制裁。

18.10 The United Nations 'Convention on Contracts for the International Sale of Goods' signed in Vienna in 1980 shall not apply to this Contract.

1980年在维也纳签署的《联合国国际货物销售合同公约》不适用于本合同。

18.11 The Parties agree that no condition of, or benefit conferred by, the Contract will be enforceable by any third party.

合同双方同意任何第三方不得强制执行合同的任何条件或享有合同赋予的任何权益。

18.12 These Conditions are provided in English and Chinese. In the event that there is any conflict in the interpretation of the different language versions of these Conditions, the English version shall prevail.

本销售条款提供英文和中文版本。如果本销售条款不同语言版本的解释产生任何冲突，则以英语版本为准。