

ROBERTSHAW (CHINA) CONTROLS COMPANY LIMITED – 博盛（中国）控制器有限公司
CONDITIONS OF SALE – 销售条款

The Buyer's attention is drawn in particular to the provisions of clauses 11 (Seller's Warranty) and 13 (Limitation of Liability).
买方应特别注意第 11 条（卖方保证）和第 13 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 Robertshaw (China) Controls Company Ltd, with its place of business at 16-7 East Xianshan Road, Xiazhuang Street, Chengyang District, Qingdao, 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、合同或其它方式（直接或间接）指导另一事务的能力；“买方”订单中描述的任何人士；“保密信息”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、已注册系指披露方与该披露/案潜、在工或实程国际客纸户、规范业务、结数构据、资专产有技、术负债发、明经营模、型预算、和样战战略零有部关件的、信方息案；、制造方法、分析和质量控制方法销售数未据注、册预权期利销、售设额计有权关利的、信版权息、，方与“合同”订的，亦或是通过根据订单交付货物的方式订立的；系指为销售采购货物而达成的合同，无论是以明确书面形式签“货物”系指合同议定的、按订单所述由买方向卖方购买任何货物；“订单”单本销售条款随附于或适用于该等订单；系指买方的采购订“卖方”系指博盛（中国）控制器有限公司，注册地为青岛城阳区夏庄街道仙山东路 16-7 号。

2. GENERAL

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/下达的订单构成买方根据本销售条款采购或货任物何的合要同约应。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
- 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 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。当出现以下一时视为卖方接受订单天的后全失部效条。款基和于条报件价或：投标的 (i) 发出书面承认；或 卖方 (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 dispatch, 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 2010 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《2010 行解释。年国际贸易术语解释通则》（经不时修订或取代）进
- 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.

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运变化输。安排不卖同方)可取自取行额决外定费就用低,于以最最低映托为运满货足物买价方值要的求订而单导致收取的
适额当外的物额流外或费运用输以费抵用偿。手该续等费;用同的样金卖额方可应能有根权据就卖加方速不交时付公(平指
合交交付的要自求行与卖裁方量的而正发常生

- 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.

造已经完成如,果则卖应方支(付因货任物何的原全因部)价同格意。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

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.

受的另原一对方协请商任求对何的合一任同方何进都变行可更合要所理求约和影束公响。平合的同调范调整围,、包期括限
(或如价必格要的)变对更价,格包和括执变更时规间范表和的待任交付付调货整物。在如对果合同何的一修方订要由
求双任方何书该面等接变更受之,前双,方任应何本一着诚方信都善无意需

- 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.

纳入合同,买然方而负,责本验销证售货条物款是概否不符合被自解己释对为货试物图使用限用制的任适何用一性方的对要
于求欺。诈卖或方欺不诈受性任失何实涉陈及述货的物资供任货。范围、性能或特性的声明的约束,除非该声明确

- 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.

部分 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

- 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.

货、卸货、除运非输通和过保书险面有方方式的明所确有同费意用相或反收的费内容所,有否这则些报款价项应买不方包应
括在买就方供所应在的国货家物的支任付何到增期值应税付或款类项似时税除项报、价任之何外进另口外税支或付其。它应
付税项,以及与装

- 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执行成本增加,则合同价格应做出相应调整

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- 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 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。买将有权卖方通知价格增加之天日时起间的内随时上调订单价格的权利，价格按 30 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。 个工作日内通过发出书面通知取

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.

方承担。应所支付付给款卖都方应的使所用有人金民额币应（在或卖其方它它发货票币日（期视起情况而定）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 30 对买方的索赔没有异议或已经最终得到法院的确认 天内，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项，除非卖

- 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.

暂停交付或如终果止合同项，下此到外期，且卖应方付有给权卖按方中的国任人何民款银项行因不非时卖公方布负生效的原六因个而月到基期准未贷付款，利则率卖上方浮可以（在不影响其任何其它权利的情况下且自行选择）8% 间收取单利。的年利率就到期未付金额在该到期应付逾期支付期

- 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 天内由卖方可接的银行通知并由其确认；(iv) 符合最新版的国际商会跟单统一惯例 (UCP 500) 和 (v) 少六十有效。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，相应延长合同用中证订。明的最后发货或交付日期至

- 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.

有其它银行中收国费以应外由的卖所方有支银行付，收由费买（方包银行括但产不生限于应开由立买和方延支长付任的何费信用除证外引。起费用）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

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, license, 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.
卖方提供所买有方合应理负责协助得，任卖何方必不要承的担海任关何进费口用清。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
- 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.

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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.
交付应在合理非时另间行内作进出行其。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
- 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% 分，并且应按照合同费率比率支付这些货物。买方应在收到货物后的范围，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 5 天内通知卖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 付据该货交付付，获卖得方付应款有。权代表买将货物进行存放，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条交下付的到一买般方义，务并而且导致卖应方无有法权交根

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.
等失保或险损的害证风在据险卖。应方在收交到付买时方转针针对给货买物方应，付并的且全买部方金金额在时令，人任满何意托的运条货件物下（维不护包货括物软，件代）表的卖法方定就所货有物权的和全受部益价所格有充权分应投转保让，给同买时方应在然卖而方，要货物求的时所提有供损该
- 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.
之卖方前已，经买执方在行不货其得物取通的消过所合担有同保权的方转权式让利处给，置买则、方在抵之货押前物、，的按买所揭方有、应权质作转押为让和卖给转方买让受方货托之物人前或持，以有卖其货它物可方，随式并时押且要记清求货楚买物地方 将退如货还果物根买识据方别该存为合在属同付于己款卖经违方交约。付或在的以向货其卖物它方。全如式额果违支此反付要合这求些同在货，物并的且款如项果 8 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。天期间
- 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.
买方从卖方处所购买的所有物品均应保存准确的记录，以确保持续的可追溯性，在此前提下如果已经出售的产品可能面临召回或者需要采取纠正措施时，买方应当提供给卖方合理的协助。

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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 after 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“用正常使”指根据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 个月期间内符合合同规定的规格。该如等果货卖方方提选供择的修保
理证或截更止换至货原个物始月，保期则证间买期届方届满应束之自。前行被，承更通担换过费的修用物理，品或将应更需
成换要为（修卖由理方卖或的方更财选换产择的。）货卖弥物方补退的货还义物至务的卖任基方何于处缺以所陷下。条就
或件卖（：方由卖方方此选已择修）理赔或(i) 期后买方在交付日 7 天内向发出缺陷通知，或当缺陷不明显经过合理检查而没有查明时，则在发现缺陷后合理时间内向卖方发出缺陷通知；(ii) 缺陷通知后，应有检查货物的合理机会；及卖收到(iii) 如果
买方将货物退还给卖方，则应遵守第 11.7 的拆卸、运输、再组装和再测试的费用条的规定。卖方概无责任承担本保证下受影响
的任何货物
- 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执行方的发活出动的所指导
示致、的买方陷开。发且用于货物或与货物一起使用的软件和固件程序导致的故障，以及更加普遍而的导因致买的方故责
障任，或因买方未提经供卖的方设计面和规同范意、而
- 11.4 SUBJECT TO CLAUSE 13.3, 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 13.3 享规有定的唯一是卖和方专就有货的物缺救济陷条，和，且因本卖此保方对证概货在不物法对造律上成准述许
保任的证何最期损大届害范满（围后不内出论，现因替的违代任反和何合排缺同除陷、所或法有损定其害责他承任口担头
保、何证书类面别疏、的忽法责或定任其、。它明而生产或生暗）示提的供保证唯和一条和件专。有本保卖证方和保买证方
条款就所此
- 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 dispatch note if the Buyer is located in China; and (ii) a statement declaring that the Goods are being returned for examination/repair.

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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) 质量数据部门授退回权进的行货物退货需并附提供以下单个据参考：编（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各内个，则将的提退供回理修由 费仅用当的卖相方关的估 (i) 单；及 如果买方不中国，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 (ii) 声明退回进行检查 / 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.
权计、图设纸计或权卖货利方物、的。版任权何、工商业标或、知数据产库权或利供、应专货门物技的术工和业专或有知信识息产) 权。的未所经有卖权方，事都先未书根面据批这准些，合买同方条不件得转复让制给、买被方露 (、该措处贝知或识反产向权工包程括卖但方不限限于供专的利设
- 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.
标，且未经卖方同意不，会买出方售不任任何删被除、掩盖、遮或盖修或改以的任货何物方。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贴的任何独特商
- 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.
得等反汇适软编当件、或许改可固纳编，件入、买的货安方许物排不可的或得，任更并出何正且口软错仅或件误在再或规出固做定口件的软仅任范件可何，围根其或内据他制将使用更货作用改物软该，件软于或件将其正的软部常许件分拟可予的定予货任商以物何业供相用副应分本途，离，。并向但许且任可出所何于包有第括存其三仅档它方为备利出销份用租售的权或货目由租物的卖用除而方合外保法。有要买。方求卖不的方范得授围对予内软买授件方予进仅分行与许反这可向些的工货物权程有利、关。反使编若用译未该获，
- 12.4 The duration of this licence shall be the life of the Goods into which the software or firmware is incorporated.
此许可的有效期限应为包含软件或固件的货物的使用寿命
- 13. LIMITATION OF LIABILITY**
- 责任限制
- 13.1 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.
品的。召回或除正人行身动伤费亡用外或，任卖何方其在任他任财何务情或况经下济均损不失须，对或用任途何、间产接量的、或利后润果、性业的务损、失合或同损、害营负业责额，或而预不期论收该入等的损任失何或损失害、是经买营方成还本是的任何增第加三、方任所何遗产受
- 13.2 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.
侵权行为或本因销其售他条原款因中而包产含生的。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、
- 13.3 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.
出的任何种类管的本所合有同索其赔他，条在款任或何其情他况地下方，的卖规方定在，任就何买一方个由日于历卖年方内履行向行买或方未承履担任行的本责合同同总及额本均销不售会条超款过下于的该所日有历其年他内合合同付而给引买起方的任货何物损失价值或的损害而提 50%

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- 13.4 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.

该等用户、如拥有有买者方和并非户货向物卖的方唯提一供最本终销用售户条和款最中终载拥拥有的者除，外则和买限方制应利其。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

14. CONFIDENTIALITY

保密

- 14.1 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露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

- 14.2 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 开披露的根提据，出法或异接律议收或法方获规不取要承保担求护保接令密收。义务务需要情向况有下权合发发出该获请得的求，或政接府收机方 _____ 构在、法没有庭违或反其年它本时销政间售府内条部，款门保的披密情露义况保务下密将独信继息立续开，适接发用的收，方但则同如意保果密及信义时息务通并知对非披该因露些接方信收息，方以将的不便过再披失露适而导方用致。可公如如对

- 14.3 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.

各披露方应有权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

15. FORCE MAJEURE

不可抗力

- 15.1 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.

供制或应延、迟火，灾如则、果该爆任方炸何应、一被意方免外履除事行且故合或不合同对主下未要的能机任履器何约或义承设务担备因事故任障何（或天以因灾受履、阻约政碍受府、影作限响为制一或或方不延无作迟法为的合、范理战围控争为制、限的敌）任对，何、且原恐履因怖约（主时不义间论行应是为相否、应与劳延上资长述纠。任纷何、事材料件类或似设）备而来受源到未能阻或碍延、迟限

- 15.2 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 约的原因仍然存在期间，向另一方提前发出不少于个月，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 30 天的书面通知而终止合同

16. TERMINATION AND SUSPENSION

终止和中止

- 16.1 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) 条款，且未能在要求补救违反行为的书面通知发出后持续违反合同或本销售 15 天内补救该行为；(iii) 务为该；等提人起士或委已任

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- 经的提对起象法；律或程序，寻求得到无偿付能力或破产的裁决；就其清算或解清散算、通破过产决、议资；不寻抵求债就、其没资有产或委任能管理理或以、书接面收承人认或没类有似能官方员偿，还或债成 (iv) 停止或即将停止开展业务
- 16.2 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 16.1(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 16.1(ii) 条下的终止权利的事件得到补救；或 (ii) 同下的任何其他义务。卖方应有权如果买方未能按时付款或按时履行其于合 (i) 在终止或中止的违约事件未停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) 而招致的任何费用均应由买方补偿给卖方。卖方因或就相关中止
- 16.3 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
- 16.4 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
- 16.5 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) 经产生的任何权利。任何一方在本合同终止或届满前已
- 17. MISCELLANEOUS**
其它规定
- 17.1 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.
务，且就本卖销方售可条通款过而任言何，关任联何方相履关行实和体行的使任其何于作本为销或售不条作款为下将的是义卖方务的和作被为授或予不的作权为利。，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
- 17.2 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）
- 17.3 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.
失效或不可如如果行合同条的款任可何分规割定的被范任围何内法，院合、同法的庭剩或余具条主文管和司该法条文管辖权剩的余行部政分机应关继判续定有为效全。部或部分非法、无效、失效或不可执行，在该非法、无效、
- 17.4 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
- 17.5 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.
权利。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
- 17.6 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).
或延迟)。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
- 17.7 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
- 17.8 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

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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.

贸束分外易力的仲；合任裁同何委本一员合方会同进均应行不受仲得中裁向华法，人仲院民裁或共其根和它据国当该法委局律寻员管会求辖的修并规改按则判其和决解程 释英序。进文就行和合中 同仲文或裁其应件有在均效可上性海用或进作本证行销，据售上。条述仲款委裁或费员其会用有做效应出由性的败产诉判生决的一应所方为有承终争局担议判。 ，决双均，方应且都最对 应终合继提同续交上双完海成方国除都际具仲经有裁济约部

- 17.9 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.
- 件、服务、卖信方息在及合其同他项交下付提物供及的其货物所中运含有用的或技可术能（含共有同来称源为于“美交国付、物欧”盟）的成提员供国、或转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 / 或国际的出口控制法律 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 / 法规，交付物不可被于该等出口管制法律 / 核形武下器，发卖方射无系统需执、武行相器应（订包单括和但不限于生化、化学和核武器等）的发展法、规制所造禁、止使的用目的关。的买用方途保，证而交仅付将物在不合直间接中或指间明接的于点火箭和项系目统上无使人用驾。驶下机述、情 / 或本合同且无需承担任何责任：(i) 不作为或其他原因所导致；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(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 / 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 法规禁止卖方执行相应订单或根据卖方的判断 / 法规的制裁
- 17.10 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
- 17.11 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
- 17.12 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。