

**ROBERTSHAW (SHANGHAI) TRADING COMPANY LIMITED – 铂笙（上海）贸易有限公司**  
**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 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 information in any form whether oral, documentary, magnetic, electronic, graphic or digitised as relates to the Seller's business, 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 (Shanghai) Trading Company Ltd, with its place of business at Room 311, the 3<sup>rd</sup> Floor, New trade building, No.2 Taizhong South Road, 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、合同或其它方式（直接或间接）指导另一方的事务的能力；“买方”订单中描述的任何人士；“保密信息”系指与卖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/未注册的权利、设计权、版权配方、工程图、规格说明、数据、专有技术、发明、模型、零部件样本、配方、制造方法、分析和质量控制方法、销售数据、预期销售量、与潜在或实际客户有关的信息、业务结构、资产、负债、运营、预算和战略等有关的信息；“合同”系指根据订单明确以书面形式签订的，亦或是通过根据订单交付货物的方式订立的，为销售采购货物而达成的合同；“货物”系指合同议定的、按订单所述由买方向卖方购买的任何货物；“订单”指本销售条款所附的或本销售条款所适用的买方的采购订单；“卖方”系指铂笙（上海）贸易有限公司，注册地为中国（上海）自由贸易试验区台中南路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.  
卖方和/或任何合同提出的任何报价或投标仅受本销售条款的规制，完全排除所有其它条款或条件，卖方另行书面同意的除外。买方就货物下达的订单构成买方根据本销售条款提出的货物购买要约。
- 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。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。当出现以下任一情形时，视为卖方接受订单的所有条款与条件：(i) 卖方发出书面承认书；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 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《国际贸易术语解释通则（2010年版）》（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.

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卖方可自行决定对低于最低起运价值的订单收取适当的额外费用，用以支付管理成本；同样，卖方有权对加速交付（指与卖方的正常运输安排不一致的交货要求）收取额外费用，用以反映为满足买方要求所产生的额外物流和运输成本。这些费用的总和可能会根据卖方合理的判断而随时变化。

- 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.

如果货物已经制造完成，卖方无论出于任何原因接受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。

**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.

合同任一方可就合同的范围、期限或价格要求变更，包括对规格和待交付货物的变更。如果任一方要求进行任何此类变更的，双方应采取友好协商的方式对合同进行合理和公平的调整，包括必要时对价格和执行时间表的调整。在双方以书面形式表示接受合同的修订之前，任一方均不受另一方的变更要求所约束。

- 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.

买方有义务确认货物是否符合己方的要求。尽管本销售条款中的任何内容都不应被解释为试图减轻合同任一方对欺诈或虚假性陈述的责任，但卖方不受任何有关货物供应范围、性能或特性的声明的约束，本销售条款明确包含的除外。

- 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插图仅为对其中所述货物的一般说明，所有这些描述和插图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，变更需符合任何现行法律法规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/or relating to the destination country of the Goods, 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.

除非有明确书面的相反约定，否则报价不包括任何增值税或类似的销售税。买方除支付货物的到期货款外，还须承担在其所在国家和/或目的地国发生的任何进口税或其他应纳税额，以及与装货、卸货、运输和保险有关的所有费用。

- 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。

- 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

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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 天内按照材料成本增加的百分比同比例上涨该订单价格的权利。卖方应书面通知买方该价格上涨。买方将有权于收到卖方涨价通知之日起30个工作日内书面通知卖方取消订单。如果买方未如期发出该通知，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.

所有款项应以人民币（或其他外币（视情况而定））形式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，并由卖方指定账户支付。卖方应支付的所有款项应在卖方发票日期后的30日内支付，并且支付时间至关重要。除卖方对买方无异议的索赔或已经最终得到法院确认的主张外，买方不得通过抵消、反索赔或以其它方式扣除上述款项。

- 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.

如果根据合同应付给卖方的任何款项出于不可归责于卖方的原因逾期未付，卖方可以在不损害其他权利的情况下自行选择暂停交付或终止本合同，另外，卖方有权就逾期未付的款项，按中国人民银行公布的6个月同期贷款基准利率的8%向买方收取逾期支付期间的利息。

- 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统一惯例 (UCP 500) 以及 (v) 有效期至至少超过合同规定的最迟发货或交货日期60天。买方应自费根据任何变更或卖方有权延长发货或交货时间的其他事项，相应延长信用证的有效期。

- 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.

在中国境外产生的所有银行手续费（包括但不限于出具或延长任何信用证所产生的费用）以及与信用证的银行确认有关的费用应由买方支付。在中国境内产生的所有其他银行手续费均由卖方支付，但买方的银行费用由买方支付。

**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.

买方应及时提供卖方履行义务时有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.

买方应负责取得任何必要的海关进口清关文件，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一切合理的协助。卖方不就此承担任何费用。

- 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的文件、图纸或信息以供进行评价或获批。

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**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.  
除非有其他明确的书面相反约定，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的因素。如果没有具体指定交付日期，则交付应在合理时间内作出。
- 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达5%，则买方将无权以货物多出或缺少为理由反对或拒绝接受所有或其中任何部分的货物，并且应按照合同费率比率支付这些货物的费用。买方应在收到货物后的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，或者由于买方违反第7条约定使得卖方无法交付该货物的，卖方有权代表买方将货物进行存放，费用由买方承担，且货物风险将转至买方。卖方交付到存放点应构成其对买方完成交付义务，卖方据此交付有权获得相应的付款。

**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.  
任何发出的货物（不包括软件）的所有权和收益权应在卖方收到买方就货物应付的所有款项后转给买方。但所有货物损失或损坏的风险应在交付货物时转给买方，买方应保持货物状况良好，并以卖方名义对货物进行全额投保，并应卖方要求提供保险证据。
- 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 with within a period of 8 days the Seller may (without prejudice to its other rights and remedies) repossess the Goods.  
在货物的所有权转移给买方之前，买方应作为货物的代保管人为卖方提供保管，并清楚地标识为属于卖方。买方不得对货物进行处分、抵押、按揭、质押、以设置担保的方式转让或以其他方式就货物收取费用，直至其全额向卖方支付货款。如果买方迟延履行或违反合同，且卖方已经行使本合同解除权的，卖方可以在货物所有权转移至买方之前要求买方退还根据该合同交付的货物。如果在8天内买方未满足此退还要求，则卖方（不影响卖方其它权利和救济）可（自行）收回该货物。
- 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。

**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 the date of manufacture of the Goods. "Proper use" means storage, installation, commissioning operation and maintenance in accordance with the Seller's specifications and good industry practice.

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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，且在货物生产日期后的12个月期间内符合合同规定的规格。“正常使用”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 the date of manufacture of the Goods 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仅限于在货物生产日期后的12个月内由卖家选择对有缺陷的货物进行维修或更换，卖方还可以选择退还相应缺陷货物的货款。如果卖方选择维修或更换相关缺陷货物，买方应自费将需要修理或更换的货物退回卖方的经营场所。对于卖方已经修理或更换的货物，卖方应在原保修期届满前对其质量进行保证。被更换的物品应归卖方所有。卖方的义务限于：(i) 买方在交付之日起7天内向卖方发出缺陷通知，或因缺陷不明显、经过合理检查而没有查明时，则在发现缺陷后的合理时间内向卖方发出缺陷通知；(ii) 卖方接到缺陷通知后，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条的约定。卖方概无责任承担本保证下相关货物的拆卸、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、疏忽导致的损坏；未获得卖方批准而对货物做出的修理或修改；因买家提供的设计、规格、指示、与货物一起使用的软件和固件程序导致的故障；以及更概括而言，因买方未经卖方书面同意的行为而导致的故障。

- 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.

除了第14.3条，本保证在法律允许的最大范围内适用，排除其他所有口头的、书面的、法定的、明示或隐含的保证和条件。卖方的责任、买方因货物缺陷可获得的救济、以及由于违反合同，法定义务，保证，疏忽或其他原因而导致的任何货物损坏情形，均仅限于此卖方保证条款中所陈述的范围。对于在上述担保期满后出现的任何缺陷或损害，卖方不承担任何责任。

- 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，买方可退还非保证索赔范围内的货物

- 11.7 Prior to returning any of the Goods for repair or replacement, the Buyer shall notify the Seller's 'Quality' department of its intention to do so, 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.

在退还任何货物进行修理或更换之前，买方应通知卖方的质量部门其退还货物的意愿，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) 每个货物退还的理由。仅当卖方的质量部门已经准许退货并给出相关编号（必须在所有信函上打印）时，货物才能退回。如果货物不在保证期内，则卖方将对维修成本进行评估。退回的货物需要附随：(i) 形式发票。如果买方不位于中国境内，则为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；以及(ii) 声明退回进行检查/修理的报告。

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**12. INTELLECTUAL PROPERTY RIGHTS**

**知识产权**

- 12.1 No title to or any other rights of any nature whatsoever and howsoever pertaining to the Seller's industrial or intellectual property and/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, software, firmware and proprietary information), and the Buyer shall not seek, assert, confer or imply any in relation to the same. No designs, drawings or goods supplied by the Seller shall be reproduced, disclosed, copied or reverse engineered without the Seller's prior written permission.

在本销售条款或本合同项下，卖方的任何工业或知识产权以及/或所提供货物中的工业或知识产权的所有权或任何其他性质的权利均不转移给买方（此处的知识产权包括但不限于专利权、设计权、版权、商标、数据库权、专有技术、软件、固件和专有信息）。买方不得寻求、主张、授予或暗示与上述相关的任何内容。未经卖方事先书面许可，不得再生产、披露、复制或反向设计卖方提供的设计，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 (including brand names and/or trademarks) 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，买方不得删除、覆盖、遮蔽或以任何方式，更改构成其自卖方收到的货物的一部分或盖上、附加任何特殊标志（包括品牌名称和/或商标），任何未经此类同意而被覆盖，遮蔽或更改的货物将不会被出售。

**13. TRADE COMPLIANCE**

**贸易合规**

- 13.1 The Buyer warrants that it shall observe and comply with all applicable laws in relation to its purchase and use of the Goods.  
买方保证关注并遵守与其购买和使用货物有关的所有适用法律。
- 13.2 The Buyer further warrants without prejudice to the generality of clause 13.1, that it shall not sell the Goods or through its acts and/or omissions and/or absence of reasonable diligence allow them to be sold, in countries against whom trade sanctions (including trade sanctions instigated by the United States of America, the United Nations and the European Commission) operate to preclude such sales; and, in particular the countries of Iran, Syria, Cuba, Sudan and North Korea, as well as the Crimea republic.  
买方在不损害第13.1条的一般性的情况下进一步保证，在对其实实施贸易制裁的国家（包括美国、联合国和欧盟委员会煽动的贸易制裁），不得出售本合同项下的货物或通过其行为和/或疏忽和/或缺乏合理注意程度使其能够被出售；特别是伊朗，叙利亚，古巴，苏丹和朝鲜以及克里米亚共和国。
- 13.3 The Buyer shall indemnify the Seller for any and all liabilities, costs, penalties or otherwise as the Seller may incur for reason of the Buyer's breach of warranty set out in clauses 13.1 and 13.2.  
买方应赔偿卖方因买方违反第13.1和13.2条规定的保证而可能招致的任何及所有债务、成本、罚金或其他责任。
- 13.4 The Buyer shall also be liable to the Seller on the Seller's written demand, and without prejudice to the generality of clause 13.3, for any costs incurred by the Seller in relation to the procurement of materials for Goods and the manufacturing and production of Goods that were intended for the Buyer but for the occurrence of a breach of warranty or anticipated breach of the Buyer's warranty under this clause 13.  
若非出现买方违反或预期违反第13条保证条款，买方还应根据卖方的书面要求，在不损害第13.3条一般性的情况下，承担卖方为买方采购货物材料以及制造和生产货物所发生的任何费用
- 13.5 The Seller shall be immediately entitled to suspend without any liability whatsoever to the Buyer, any and all activities relating to the procurement and/or manufacture of Goods, and to withhold deliveries of Goods, if it discovers or has reasonable cause to believe that the shipment of Goods would or could give rise to a breach of the sanctions referred to in clause 13.2.  
如果卖方发现或有合理理由相信货物的装运将会或可能会导致违反第13.2条所述的制裁，卖方将有权立即暂停任何与买方相关的货物采购和/或制造活动，并扣留货物，且卖方无需承担任何责任。

**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.  
除人身伤害或死亡外，卖方在任何情况下均不对以下损失承担责任：任何使用、生产、利润、业务、合同、收入或预期存款、运营成本增加、产品召回或纠正措施的费用、任何其他财务或经济损失、买方或任何第三方遭受的任何间接或相应的损失或损害。
- 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，不论是因合同侵权或其他方面的任何类型的所有索赔。

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- 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 the preceding calendar year.

尽管本合同或其他方面有其他规定，但在任何一个日历年内，在本销售条款及其他合同项下，卖方向买方就其任何形式的作为或不作为所产生的任何损失或损害而承担的索赔总额，在任何情况下均不会超过上一日历年向买方交付的货物价值总额的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.

如果买方不是货物的唯一最终使用者和最终所有者，则买方应尽其合理努力，通过与最终使用者或最终所有者或其客户订立合同，确保卖方可以根据此合同的规定，从这些使用者、所有者和客户获得与本销售条款中的免责条款、责任限制条款同等利益。

**15. CONFIDENTIALITY**

**保密**

- 15.1 The Buyer will not divulge or communicate Confidential Information to any third person without the Seller's prior written consent, and shall not use any Confidential Information for any purpose other than as contemplated under the Contract.

未经卖方的事先书面同意，买方不得向任何第三人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任何保密信息。

- 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 Confidential Information which is at the date of the disclosure public knowledge through no fault of the Buyer, or which is rightfully received by the Buyer without obligations of confidentiality, or is developed by the Buyer without breach of these Conditions. If the Buyer is intending to disclose 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 Buyer agrees first to give the Seller notice.

本销售条款中的任何合同有效期内及合同届满或终止后的5年内保密义务将继续适用。但在保密信息非因买方过错，或由买方正接收但没有保密义务，或由买方在不违反本销售条款的情况下成为公开信息之日起，保密义务将不再适用于保密信息。买方同意，若其准备按照法律或监管要求，向政府机构、法院或其他官方部门披露保密信息并授权发布此类请求，应事先通知卖方。

- 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。

**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.

出于自然不可抗力、政府的作为或不作为、战争、敌对状态、恐怖主义活动、工业纠纷、材料或设备供应源的失效或延迟、火灾、爆炸、重要机械或设备的事故或故障，或由于任何原因（不论是否与上述任何事件相同）超出受影响一方的合理控制范围，则在上述阻碍、限制或延迟事由的范围内，该方应免除合同履行不能的责任，并且履行时间应相应延长。

- 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意见的，则任何一方均可于该期间后且未履行情况仍然存在时，至少提前30天以书面通知另一方终止合同。

**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

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- 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) 连续违反本合同或上述条款，并在要求纠正违约行为的书面通知发出后15天内未予以补救；(iii)解散、破产、无力偿债、资不抵债或书面承认其无力支付债务、已有机构对其提起破产清算程序的诉讼、已通过清算或清算决议、其资产即将或已成为破产管理人、接管人或类似人员的分配对象 (iv) 停止或即将停止经营。
- 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; or (iii) pursuant to clause 13.5. 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；(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，或(iii)依据第13.5条。卖方应有权：(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并予以延长；及 (iii) 卖方因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.  
卖方可以通过任何关联方履行其义务并行使本销售条款授予的权利，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，任何此类实体的任何作为或不作为，都将视为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.  
如果任何法院、法庭或有管辖权的行政机构发现本合同任何条款全部或部分违法、无效、作废、可撤销或不可执行的，则在此种违法、无效、作废、可撤销或不可执行的范围内，相关条款被认为是可分割的，合同的其余条款和该条款的其余部分应继续有效。
- 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行使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.  
权利。合同任何一方未能行使或执行合同赋予的任何权利，不得被视为放弃任何该等权利，也不得视为此后的任何时间内禁止行使或执行该等权利的障碍。
- 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).  
卖方可将任何合同或其任何部分转让给其任何关联方。除非另一方书面同意（该同意不得无理扣留或延迟），不得进行本合同的任何其它转让，。

**ROBERTSHAW (SHANGHAI) TRADING COMPANY LIMITED – 铂笙（上海）贸易有限公司**  
**CONDITIONS OF SALE – 销售条款**

- 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 fulfilment of the Contract except the parts in arbitration.  
本合同受中华人民共和国法律管辖并按其解释。所有与本合同或其有效性、本销售条款或其有效性有关的争议应由上海国际经济贸易仲裁委员会根据其规则和程序予以裁决。仲裁应在上海进行，且仲裁委员会作出的决定为终局裁决结果，对双方均有约束力；任何一方均不得寻求法院或其他机构对该决定进行变更。作为证据的材料允许使用中文和英文。仲裁费用由败诉方承担。除仲裁部分外，双方应继续履行合同。
- 18.9 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
- 18.10 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款或享有合同赋予的任何权益
- 18.11 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。