

General Conditions of Sale of XSYS ("Seller")	恩熙思 (“卖方”) 一般销售条件
<p><b>1. Definition of Seller and Scope of Application</b></p> <p>1.1 Seller means XSYS' subsidiaries or affiliated legal entities incorporated and registered in China that is/ are signing or performing the contract or purchase order for sale of goods under these General Conditions of Sale in its/ their own name(s): XSYS Printing Technology (Shanghai) Co., Ltd., with registered address at Room 501, Building 1, No. 451 Wenshui Road, Jing'an District, 200072 Shanghai, PRC.</p> <p>1.2 All sales and deliveries by Seller shall be made exclusively on the basis of these General Conditions of Sale, which shall be accepted by Buyer by the placing of an order or the receipt of delivery. The application of Buyer's conflicting or supplementary terms and conditions shall be excluded, unless otherwise agreed by Seller in writing. Seller's General Conditions of Sale shall also apply to all future transactions with Buyer. Deviation from these General Conditions of Sale require the explicit written approval of the Seller.</p>	<p><b>1. 卖方的定义和适用范围</b></p> <p>1.1 卖方是指恩熙思在中国境内注册成立并根据本一般销售条件以其自己的名义签署或履行商品销售合同或采购订单的子公司或附属法律实体。恩熙思印刷科技（上海）有限公司，位于中国上海市静安区汶水路451号1幢501室，邮编200072。</p> <p>1.2 卖方的所有销售和交付均应完全根据本一般销售条件进行，买方下单或收货即表示接受该等条件。除非卖方另行书面同意，否则不得适用买方不一致或补充条款和条件。卖方的一般销售条件也应适用于未来与买方进行的所有交易。背离本一般销售条件需要卖方明确的书面同意。</p>
<p><b>2. Conclusion of Contract</b></p> <p>2.1 Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and Seller's written acceptance thereof or in case there is no such written acceptance, at the latest with the delivery of the goods. The contract shall be governed exclusively by the contents of these Conditions of Sale and the Seller's acceptance of order, if available. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller. Verbal agreements or promises shall only be valid if an authorized employee of Seller has confirmed them in writing.</p> <p>2.2 Seller retains all rights in the sales documentation (in particular pictures, drawings, data on weight and size) and samples. These items must not be made available to third parties and must be returned to Seller without undue delay on demand.</p> <p>2.3 The field staff of Seller is not authorized to represent Seller. In particular, the field staff cannot conclude contracts and make binding promises concerning the goods to be delivered ("Goods") or other conditions.</p>	<p><b>2. 合同的签订</b></p> <p>2.1 卖方的报价不具有约束力，但必须被视为邀请买方提交有约束力的出价。合同的签订取决于买方的订单（出价）和卖方的书面接受。合同应完全受卖方所接受订单的内容和本一般销售条件制约。如果该书面接受与报价不同，则该书面接受构成卖方新的无约束力报价。口头协议或承诺只有在卖方授权员工书面确认后才有效。</p> <p>2.2 卖方保留销售文件（特别是图片、图纸、重量和尺寸数据）和样品的所有权利。这些内容不得提供给第三方，并且必须一经要求及时归还给卖方。</p> <p>2.3 卖方的现场工作人员无权代表卖方。特别是，现场工作人员不能签订合同，不能对交付的货物 (<i>Liefergegenstand</i>) (“货物”) 或其他条件作出具有约束力的承诺。</p>
<p><b>3. Product Quality, Specimens and Samples; Guarantees</b></p> <p>3.1 Unless otherwise agreed, the quality of the Goods is exclusively determined by Seller's product specifications.</p> <p>3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the Goods.</p> <p>3.3 Information provided in sales catalogues, price lists and any other informative literature provided by Seller or any other descriptions of the Goods (such as shelf-life data) shall under no circumstances constitute a guarantee for any specific quality of the Goods; such specific quality or durability guarantees must expressly be made in writing.</p>	<p><b>3. 产品质量、样本和样品；保证</b></p> <p>3.1 除非另有约定，货物的质量完全由卖方的产品规格决定。</p> <p>3.2 只有当双方明确约定根据样本和样品特性判定货物质量时，样本和样品的特性才具有约束力。</p> <p>3.3 销售目录、价格表以及卖方所提供的任何其他资料性文献或货物的任何其他说明（例如保质期数据）中提供的信息在任何情况下均不得构成对货物的任何特定质量作出的保证；该等特定质量或耐久性的保证必须以书面形式明确作出。</p>
<p><b>4. Advice</b></p> <p>Any advice rendered by Seller is given to the best of his knowledge. Any advice and information with respect to suitability and application of the Goods shall not relieve Buyer from undertaking his own investigations and tests.</p>	<p><b>4. 建议</b></p> <p>卖方所提供的任何建议均为尽其所知而给出。关于货物适用和应用的任何建议和信息均不得免除买方自己进行调查和检验。</p>
<p><b>5. Prices</b></p> <p>5.1 Unless the parties have agreed upon a certain price, the price shall be determined by the price list of Seller as applicable at the date of the conclusion of the contract.</p>	<p><b>5. 价格</b></p> <p>5.1 除非双方已约定具体价格，否则价格应由合同签订之日适用的卖方价格表决定。</p>

<p>5.2 If, after the conclusion of the contract, Seller has incurred unforeseeable cost increases with regard to the Goods for which it does not bear responsibility, Seller shall be entitled to pass on such higher costs by increasing the agreed price on a pro rata basis.</p>	<p>5.2 如果在合同签订之后，卖方的货物成本意外增加，而卖方对此不承担责任，则卖方应有权通过按比例提高约定价格来转移所增加的成本。</p>
<p><b>6. Delivery</b></p> <p>6.1 Delivery shall be effected as agreed in the contract. Delivery dates and delivery periods agreed in the contract are only binding if they have been agreed as binding and Buyer has provided Seller in a timely manner with all of the information or documentation required for the performance of such delivery and Buyer has made any advance payments in the manner and amount as agreed upon by the parties. Delivery periods agreed upon by the parties shall begin on the date of the confirmation of order. In the event of additional or supplementary contracts entered into at a later date, the delivery periods and delivery dates shall be extended or rescheduled accordingly, as applicable. With regard to Goods that Seller does not produce itself, the obligation to deliver shall be subject to Seller's correct and timely receipt of such Goods from its suppliers. If deliveries by Seller are delayed, Buyer shall only be entitled to rescind the contract if (i) Seller is responsible for the delay and (ii) a reasonable grace period set by Buyer has expired.</p> <p>6.2 Should Buyer be in default of the acceptance of delivery or should he be in breach of any other obligations to cooperate with Seller, Seller shall be entitled, without prejudice to its other rights, (i) to reasonably store the Goods at Buyer's risk and expense or (ii) to rescind the contract in accordance with the statutory provisions.</p> <p>6.3 Seller may make partial deliveries for good reason if and to the extent this is reasonable for Buyer.</p>	<p><b>6. 交货</b></p> <p>6.1 交货应按合同约定生效。只有当双方已约定交货日期和交货期限具有约束力、买方已向卖方及时提供执行交货所需的所有信息或文件、且买方已按双方约定的方式和金额支付任何预付款项时，合同约定的交货日期和交货期限才具有约束力。双方约定的交货期限自确认订单之日起算。如后续签订附加或补充合同，则交货期限和交货日期应在适用时相应延长或改期。对于卖方自身不生产的货物，交货义务应取决于卖方从其供应商处准确及时地收到该等货物。 如果卖方交货延迟，则买方只有在（i）卖方对延迟负责，并且（ii）买方设定的合理宽限期已届满的情况下才有权解除合同。</p> <p>6.2 如果买方没有接受交货，或者违反与卖方合作的其他任何义务，则卖方应有权在不损害其他权利的情况下，（i）合理地存储货物，风险和费用由买方承担，或（ii）按照法律规定解除合同。</p> <p>6.3 如果且在买方合理接受的范围内，卖方可以充分理由分批交货。</p>
<p><b>7. Shipment, Packaging, Passage of Risk</b></p> <p>7.1 In the absence of any other instruction by Buyer, shipment shall be made using a reasonable method of shipment in standardized packing material.</p> <p>7.2 If the Goods are delivered in returnable containers, these containers must be emptied and returned carriage-free within 30 days of receipt of the products. Buyer shall be liable for any loss and damage to the returnable containers for which he is responsible. Returnable containers must not be used for other purposes or other products. They are to be used exclusively for the transit of the products delivered. Labeling must not be removed.</p> <p>7.3 Seller shall not take back disposable packaging.</p> <p>7.4 Unless otherwise agreed by the parties in writing, the risk shall pass to Buyer (i) upon delivery of the Goods to the carrier commissioned by Seller in case of a contract of sale involving the shipment of goods, (ii) upon handover to Buyer if Buyer collects the Goods himself, or (iii) upon handover to a third party if a third party authorized by Buyer collects the Goods. Should Buyer be in default of acceptance, risk shall pass to Buyer upon default. If, in case the Goods shall be collected by Buyer or a third party authorized by Buyer, and delivery is delayed on grounds for which Buyer is responsible, risk shall pass to Buyer on the date Buyer is notified of the readiness of the Goods for shipment.</p>	<p><b>7. 装运、包装、风险转移</b></p> <p>7.1 在买方没有任何其他指示的情况下，装运应采用标准包装材料以合理的装运方式进行。</p> <p>7.2 如果货物以可回收集装箱交付，则买方必须在收到产品后 30 天内清空并返还该等集装箱，运费免付。买方应对其负责的可回收集装箱发生的任何损失和损坏承担赔偿责任。可回收集装箱不得用于其他目的或其他产品。它们仅用于所交付产品的运输。标签不得移除。</p> <p>7.3 卖方不得收回一次性包装。</p> <p>7.4 除非双方另有书面约定，否则(i)在销售合同涉及货物装运的情况下，一旦货物交付至卖方委托的承运人，(ii)在买方自行提取货物的情况下，一旦货物交付至买方，或(iii)在买方授权的第三方提取货物的情况下，一旦货物交付至第三方，则风险应转移至买方。如果买方违约，则风险应在买方违约时转移至买方。如果货物由买方或由买方授权的第三方提取，并且由于买方负有责任的原因而导致延迟交付，则风险应在买方收到货物已备妥的通知之日转移至买方。</p>
<p><b>8. Compliance Obligations</b></p> <p>8.1 The Buyer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to the contract, including those governing trans-border sales, importation, storage, shipment, transfers of products,</p>	<p><b>8. 合规义务</b></p> <p>8.1 买方负责遵守与其根据合同所开展的活动相关的所有适用法律、法规、规章和行政要求，包括管理跨境销售、进口、储存、装运、产品转运、经济制裁以及出口管制方面的法律、法规、规章和行政要求。上述内</p>

<p>economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, Criminal Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the Buyer.</p> <p>8.2 Without limiting the foregoing, the Buyer agrees to comply with all applicable export control and economic sanctions laws (hereinafter referred to as "Trade Rules") and agrees that it will not ship or divert any Goods:</p> <p>a) for use in any country or countries subject to comprehensive US or EU sanctions;</p> <p>b) to a customer for use in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons, or any military end-use or military intelligence end-use;</p> <p>c) to any person or entity (collectively "Sanctioned Persons"):</p> <p>(1) listed on any list (or any successor thereof) maintained by the US Department of the Treasury's Office of Foreign Assets Control, including but not limited to, the Specially Designated National and Blocked Persons List and the Sectoral Sanctions Identification List;</p> <p>(2) listed on any list (or any successor thereof) maintained by the US Department of Commerce's Bureau of Industry and Security, including but not limited to, the Entity List, the Denied Persons List, the Unverified List, or the Military End-User List;</p> <p>(3) designated on the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions maintained by the European Commission, or the Consolidated List of Asset Freeze Targets maintained by Her Majesty's Treasury;</p> <p>(4) otherwise listed on an applicable restricted party list under Trade Rules;</p> <p>(5) that is 50% or more owned or controlled (directly or indirectly) by Sanctioned Persons; or</p> <p>(6) that is otherwise prohibited by law from receiving the Goods.</p> <p>The Buyer shall take no action which would subject the Seller to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, and the European Union.</p>	<p>容明确包括所有适用反贿赂和腐败行为的法律，包括但不限于《2010年反贿赂法（英国）》、《美国1977年反海外腐败法》、《中华人民共和国刑法》、《中华人民共和国反不正当竞争法》以及适用于买方的任何其他反贿赂、腐败、商业贿赂、洗钱或恐怖主义融资法律。上述内容还包括所有适用出口管制和经济制裁法律。</p> <p>8.2 在不限制上述内容的情况下，买方同意遵守所有适用的出口管制和经济制裁法律（以下简称“贸易规则”），并同意不会装运或转移任何货物：</p> <p>a) 用于受美国或欧盟全面制裁的任何国家；</p> <p>b) 用于与大规模毁灭性武器，包括导弹、核武器、化学武器或生物武器的扩散有关的用途，或任何军事最终用途或军事情报最终用途；</p> <p>c) 任何个人或实体（统称“受制裁人员”）：</p> <p>(1) 列在美国财政部外国资产控制办公室保存的任何名单（或其任何后续名单）上，包括但不限于特别指定的国家和被阻止人员名单以及部门制裁识别名单；</p> <p>(2) 列入美国商务部工业和安全局保存的任何名单（或其任何后续名单），包括但不限于实体名单、被拒人员名单、未核实名单或军事最终用户名单；</p> <p>(3) 在欧盟委员会保存的受欧盟金融制裁的个人、团体和实体综合名单或英国财政部保存的资产冻结目标综合名单上指定的；</p> <p>(4) 根据《贸易规则》在适用的限制方名单上另行列出的；</p> <p>(5) 被制裁人员（直接或间接）拥有或控制50%或以上的；或</p> <p>(6) 法律禁止其接收货物。</p> <p>买方不得采取任何行动使卖方受到上述法律、法规、规章或行政要求处罚，包括美国、英国和欧盟的法律、法规、规章或行政要求。</p>
<p><b>9. Terms of Payment</b></p> <p>9.1 Each invoice of Seller shall be due for payment without any deductions within 30 days from the date of invoice; if this period for payment lapses unsuccessfully, Buyer shall be in default. Payments by Buyer shall not be deemed to have been made until Seller has received such payment.</p> <p>9.2 Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.</p> <p>9.3 In the event of a default in payment by Buyer, Seller is entitled to charge default interest on the amount outstanding at the rate of 9 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in Euros, or, if invoiced in any other currency, at the rate of 9 percentage points above the discount rate of the main banking institution of the country of the invoiced currency (referring to People's Bank of China in case of invoice and payment in RMB) at the time the payment is due. Any</p>	<p><b>9. 支付条款</b></p> <p>9.1 卖方的每张发票应自发票之日起 30 天内付款，不作任何扣减；如果该付款期限逾期失效，则买方应为违约。卖方收到款项之前，不得视为买方已付款。</p> <p>9.2 未能在到期日之前支付购买价格构成对合同义务的根本违约。</p> <p>9.3 在买方付款违约的情况下，如果发票金额为欧元，则卖方有权按照高于款项到期时德国联邦银行公布的基本利率 9 个百分点的利率收取未付金额的违约利息，或如果发票金额为任何其他货币，则按照高于款项到期时开票货币发行国家主要银行业务机构（以人民币出具发票和作出付款时，指中国人民银行）公布的贴现率 9 个百分点的利率收取。就违约所致进一步损害提出的任何索赔应不受影响。</p>

<p>claims for further damages due to the default shall remain unaffected.</p> <p>9.4 Bills of exchange and checks shall only be taken on account of performance upon special arrangement and without any bank charges or other costs for Seller.</p> <p>9.5 Seller is entitled to issue partial invoices for partial deliveries as defined in section 6.5 hereof.</p>	<p>9.4 汇票和支票应根据特殊安排考虑使用，且卖方无需支付任何银行手续费或其他费用。</p> <p>9.5 卖方有权根据本协议第 6.5 节规定的分批交货分批出具发票。</p>
<p><b>10. Buyer's Rights regarding Defective Goods</b></p> <p>10.1 Upon passing of the risk the Goods shall be of the agreed quality (see section 3.1 above).</p> <p>10.2 Buyer's rights in case of defects of the Goods shall require that he inspects the Goods upon delivery without undue delay and notifies Seller of any defects without undue delay but no later than two weeks following receipt of the Goods; hidden defects must be notified to Seller without undue delay but no later than two weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.</p> <p>10.3 In the event of a notification of a defect, Seller shall have the right to inspect and test the Goods to which objection was made. Buyer will grant Seller the required period of time and opportunity to exercise such right. Seller may also demand from Buyer that he returns to Seller at Seller's expense the Goods to which objection was made. Should Buyer's notification of the defect prove to be unjustified and provided Buyer has realized this prior to the notification of the defect or has not realized it in a negligent manner, Buyer shall be obliged to reimburse Seller for all costs incurred in this respect, e.g. travel expenses or shipping costs.</p> <p>10.4 If the Goods are defective and Buyer has duly notified Seller in accordance with section 10.2, Buyer has its statutory rights, with the following modifications:</p> <p>a) Seller has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.</p> <p>b) Seller may make two attempts according to section 10.4 a) above. Should these fail or be unacceptable to Buyer, Buyer may either rescind the contract in accordance with the statutory provisions or demand a reduction in the purchase price and/or claim either damages pursuant to section 11 or the reimbursement of its expenses.</p> <p>10.5 Buyer's rights in case of defects shall be excluded in the following events: (i) natural wear and tear, (ii) defects of the Goods due to reasons for which Buyer bears responsibility, such as inappropriate or improper use, the non-observance of the operational instructions or faulty treatment, (iii) incorrect assembly and/or installation by Buyer or a third party commissioned by Buyer, and (iv) the use of unsuitable accessories or unsuitable spare parts or the performance of inappropriate repair works by Buyer or a third party commissioned by Buyer.</p> <p>10.6 Buyer's claims for defective Goods are subject to a period of limitation of one year from receipt of the Goods. In the following cases the statutory periods of limitation apply instead of the one-year period:</p> <p>a) Buyer's damage claims for damages caused by Seller intentionally or by gross negligence;</p> <p>b) Buyer's rights with respect to defects of Goods. Defects refer to (i) there are unreasonable dangers in the Goods threatening personal or property safety; or (ii) the Goods fail to comply with the national or industrial standards securing human health, personal or property safety. ;</p> <p>c) if and to the extent Seller has assumed a guarantee ;</p> <p>d) Buyer's damage claims due to other reasons than defects of the Goods;</p>	<p><b>10. 买方对瑕疵货物的权利</b></p> <p>10.1 一旦风险转移，货物应具有约定的质量（见上文第 3.1 节）。</p> <p>10.2 买方在货物出现瑕疵时的权利应要求其在货物交付时毫不延迟地检查货物，并毫不延迟地通知卖方任何瑕疵，不得迟于收到货物后两周；隐藏的瑕疵必须毫不延迟地通知卖方，不得迟于发现瑕疵后两周。通知必须是以书面形式发出，且必须准确地描述瑕疵的性质和程度。</p> <p>10.3 如有瑕疵通知，卖方应有权对产生异议的货物进行检查和检验。买方将给予卖方行使该等权利所需的时间和机会。卖方也可要求买方向卖方退回产生异议的货物，由此产生的费用由卖方承担。如果买方的瑕疵通知被证明是不合理的，并且买方在瑕疵通知之前已经意识到这一点，或由于疏忽没有意识到这一点，则买方应有义务偿还卖方与此相关的所有费用，如差旅费或运输费用。</p> <p>10.4 如果货物确有瑕疵，且买方已按照第 10.2 节正式通知卖方，则买方拥有其法定权利，以及下列修改：</p> <p>a) 卖方有权选择补救瑕疵或向买方提供无瑕疵的替代货物。</p> <p>b) 卖方可根据上述第 10.4 a) 节作出两次尝试。如果这些尝试失败或令买方无法接受，则买方可根据法律规定解除合同，或者要求降低购买价格和/或根据第 11 节要求损害赔偿或偿还其费用。</p> <p>10.5 买方在货物出现瑕疵时的权利应排除下列情况：(i) 自然磨损和损耗，(ii) 由于买方承担责任的原因造成的货物瑕疵，例如不当使用、不遵守操作说明或错误处理，(iii) 买方或买方委托的第三方进行不正确组装和/或安装，以及 (iv) 使用不合适的配件或不合适的备件，或买方或买方委托的第三方进行不当维修。</p> <p>10.6 买方对瑕疵货物的索赔以收到货物后一年期为限。在下列情况下，法定期限适用，而非一年期限：</p> <p>a) 买方对卖方故意或严重过失造成的损害提出索赔；</p> <p>b) 买方对货物瑕疵的权利。瑕疵是指(i)货物存在危及个人或财产安全的不合理危险；或(ii)货物不符合保障人身健康、个人或财产安全的国家或行业标准。；</p> <p>c) 如果在卖方已承担担保的范围内；</p> <p>d) 买方由于其他原因而非货物瑕疵提出的损害索赔；</p> <p>e) 根据《中华人民共和国产品质量法》或任何其他强制性法定责任提出的其他索赔。</p>

<p>e) other claims under the Product Quality Law of the People's Republic of China or any other mandatory statutory liability.</p>	
<p><b>11. Limitation of Liability and Damage Compensation</b></p> <p>11.1 In the event of breach of material contractual obligations, Seller shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract.</p> <p>11.2 Seller shall not be liable for damages caused by a breach of non-material contractual obligations.</p> <p>11.3 Subject to section 11.1 and 11.3, Seller will be under no liability to Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Contract.</p> <p>11.4 The total liability of Seller for any claims arising out of or in connection with any sale of the Goods whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any circumstances exceed the price of the Goods that are directly involved in or leading to the liability.</p> <p>11.5 Buyer acknowledges that this section 11 is reasonable and reflected in the price which would be higher without those provisions, and Buyer will accept such risk and (or insure accordingly). The above stated liability restrictions shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the Product Quality Law of the People's Republic of China and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Seller has assumed a guarantee.</p> <p>11.6 Buyer shall take all reasonable measures necessary to avert and reduce damages.</p>	<p><b>11. 责任限制和损害赔偿</b></p> <p>11.1 在违反重大合同义务的情况下，卖方应仅承担合同签订时通常可预见的损害赔偿额。</p> <p>11.2 卖方不应因违反非重大合同义务而造成的损害承担赔偿责任。</p> <p>11.3 根据第 11.1 节和第 11.3 节的规定，卖方不会对因合同而引起或与合同相关的任何伤害、死亡、损害或直接、间接或后果性损失（这三个方面包括但不限于纯粹的经济损失、利润损失、商誉损失以及类似损失）（无论是合同、侵权（包括过失）、违反法定义务、赔偿或其他方式）向买方承担任何责任。</p> <p>11.4 在任何情况下，卖方对因出售货物而产生或与之相关的任何索赔承担的总责任（无论是合同、侵权（包括过失）、违反法定义务或其他方式）均不得超过直接涉及或导致责任的货物的价格。</p> <p>11.5 买方确认第 11 节是合理的并反映在如果没有这些规定则会更高的价格中，买方将接受该等风险并（或购买相应的保险）。上述责任限制不得适用于因故意或重大过失造成的损害、难辞其咎的人身伤害、根据《中华人民共和国产品质量法》承担的任何责任以及任何进一步的强制性责任。此外，如果及在卖方已承担担保的范围内，也不得适用。</p> <p>11.6 买方应采取一切合理必要措施避免和减少损害。</p>
<p><b>12. Product Liability</b></p> <p>If Buyer sells the Goods, whether unchanged or changed, whether after processing, connecting or mixing with other goods, Buyer shall indemnify Seller in their internal relationship against any product liability claims of third parties if and to the extent Buyer is responsible for the defect leading to the liability also within their internal relationship.</p>	<p><b>12. 产品责任</b></p> <p>如果买方出售货物，无论是否更改，无论是否在其他货物进行加工、连接或混合后，如果及在买方在内部关系中对导致责任的瑕疵负责的范围内，买方应在内部关系中就第三方的任何产品责任索赔赔偿卖方。</p>
<p><b>13. Set-off and Right of Retention</b></p> <p>13.1 Buyer may only set off claims from Seller if his counterclaim is undisputed, ready for decision or has been finally adjudicated.</p> <p>13.2 Buyer is only entitled to assert a right of retention to the extent that his counterclaim is based on the same contract and is uncontested, ready for decision or has been finally adjudicated.</p>	<p><b>13. 抵消和留置权</b></p> <p>13.1 只有在买方的反诉无争议、可以决定或已被最终裁定的情况下，买方才可抵消卖方的索赔。</p> <p>13.2 只有在买方的反诉是依据同一份合同，且无异议、可以决定或已被最终裁定的情况下，买方才有权主张留置权。</p>
<p><b>14. Security</b></p> <p>If there are reasonable doubts as to Buyer's ability to pay, especially if payments are in arrears, Seller may revoke credit periods and make further deliveries dependent on advance payments or other security. If such advance payments or security have not been rendered even after the expiry of a reasonable grace period, Seller may partially or totally rescind individual or all of the affected contracts. Seller shall remain entitled to assert further rights.</p>	<p><b>14. 担保</b></p> <p>如果对买方支付能力有合理怀疑，特别是如果付款拖欠，卖方可撤销信用期，并根据预付款或其他担保进一步交货。如果即使在合理宽限期届满后，该等预付款或担保仍未提供，卖方可部分或全部解除个别或全部受影响的合同。卖方仍应有权主张进一步的权利。</p>
<p><b>15. Retention of Title</b></p>	<p><b>15. 所有权保留</b></p>

<p>15.1 The Goods shall remain the property of Seller until any and all claims from the business relationship with Seller have been paid in full.</p>	<p>15.1 在与卖方的业务关系中任何和所有索赔全部付清之前，货物仍应为卖方的财产。</p>
<p>15.2 In the case of current accounts, this retention of title shall serve as security for the claim for the balance to which Seller is entitled.</p>	<p>15.2 在往来账户的情况下，所有权保留应作为卖方有权索赔余额的保证。</p>
<p>15.3 Handling and processing of the retention-of-title Goods shall be done for Seller as manufacturer without any obligations hereto. In case of processing, connecting, or mixing the retention-of-title goods with other goods by Buyer, Seller shall receive co-ownership in the new goods in the ratio of the invoice value of the retention-of-title Goods to the other processed goods at the time of processing. The new goods created by way of processing shall be subject to the same provisions as applicable to the retention-of-title Goods. In the event that the connecting or mixing of the Goods occurs in such manner that Buyer's goods are to be viewed as the main goods, it shall be deemed to be agreed that Buyer assigns proportionate joint ownership to Seller. Buyer shall hold the joint ownership created in such manner in custody for Seller.</p>	<p>15.3 所有权保留货物的处理和加工应为卖方（作为制造商）进行，但不产生任何义务。如果买方将所有权保留货物与其他货物进行加工、连接或混合，卖方应以所有权保留货物与其他加工货物在加工时的发票价值比例获得新货物的共同所有权。以加工方式产生的新货物应符合适用于所有权保留货物的相同规定。如果货物的连接或混合以买方货物被视为主要货物的方式发生，则应视为约定买方按比例将共同所有权转让给卖方。买方应以替卖方保管的方式持有共同所有权。</p>
<p>15.4 Buyer shall only be entitled to resell the retention-of-title Goods in the framework of a normal and proper business operation. Buyer is not entitled to pledge the retention-of-title Goods, grant chattel mortgages on them or make other dispositions endangering Seller's title to such products.</p>	<p>15.4 买方只有在正常和适当的业务运作框架内才有权转售所有权保留货物。买方无权质押所有权保留货物、提供动产抵押权或作出危及卖方对该等产品所有权的其他处置。</p>
<p>15.5 As a precautionary measure, Buyer herewith assigns all purchase price claims from the resale of the retention-of-title Goods to Seller, including all side claims, and Seller hereby accepts such assignment. Buyer shall be entitled to collect the claims assigned to Seller until revocation by Seller. Should Buyer sell the retention-of-title Goods after processing or transformation or joining or mixing of such products with other goods or together with other goods, this assignment of receivables shall only be agreed to for an amount equivalent to the price agreed to between Seller and Buyer plus a safety margin of 10 % of this price. Buyer is granted the revocable authorization to collect in trust the claims assigned to Seller in his own name. Seller may revoke such authorization and the right to resell the products if Buyer is in default of the performance of material obligations such as making payment to Seller.</p>	<p>15.5 作为预防措施，买方特此将转售所有权保留货物产生的所有购买价格索赔转让给卖方，包括所有附带索赔，而卖方特此接受该等转让。买方应有权收回转让给卖方的索赔，直至卖方撤销。如果买方在与其他货物进行加工、转换或连接或混合后出售所有权保留货物，则此转让应收款项应仅约定为相当于卖方与买方之间约定的价格加上这一价格 10%的安全额度。买方获得可撤销的授权，以自己的名义托收转让给卖方的索赔。如果买方没有履行重大义务，例如向卖方付款，卖方可撤销该等授权和产品转售权。</p>
<p>15.6 Buyer shall provide Seller at all times with all desired information concerning the retention-of-title Goods or receivables assigned to Seller under the contract. Buyer shall immediately notify Seller of any attachments of or claims to the retention-of-title Goods by third parties and shall provide the necessary documents in this regard. Buyer shall at the same time advise the third party of Seller's retention of title. The costs of a defense against attachments and claims shall be borne by Buyer.</p>	<p>15.6 买方应随时向卖方提供与合同项下所有权保留货物或转让给卖方的应收款项有关的所有所需信息。买方应立即将所有权保留货物的任何附件或第三方针对所有权保留货物的任何索赔通知卖方，并提供与此相关的必要文件。买方应同时将卖方的所有权保留通知第三方。对附件和索赔的抗辩费用应由买方承担。</p>
<p>15.7 Buyer is obliged to treat the retention-of-title Goods with care for the duration of the retention of title.</p>	<p>15.7 买方有义务在所有权保留期间谨慎处理所有权保留货物。</p>
<p>15.8 In the event that the feasible value of securities existing for Seller shall exceed the assigned claims by collectively more than 10 percent then Seller shall be obligated insofar to release securities as requested by Buyer, either through transfer or assignment as elected by Seller.</p>	<p>15.8 如果卖方所持担保的可行价值超过所转让索赔总值的10%以上，则卖方应有义务根据买方的要求由卖方自行选择通过转移或转让的方式解除担保。</p>
<p>15.9 Should Buyer be in default of material obligations such as payment to Seller, and should Seller rescind the contract, Seller may, notwithstanding any other rights, request surrender of the retention-of-title Goods and may make use of them otherwise for the purpose of satisfying its matured claims against Buyer. In such case, Buyer shall grant Seller or Seller's agents immediate access to the retention-of-title Goods and surrender the same.</p>	<p>15.9 如果买方违反重大义务，例如向卖方付款，且如果卖方解除合同，则即使有任何其他权利，卖方可要求买方交出所有权保留货物，并以其他方式将其用于偿还其针对买方提出的到期索赔。在该等情况下，买方应允许卖方或卖方的代理人立即获得并交出所有权保留货物。</p>
<p>15.10 In the event that the retention of title is not effective in the existing form, pursuant to the laws of the country of</p>	<p>15.10 如果所有权保留在现有形式下无效，则根据目的地国家的法律，买方应尽一切努力为卖方创建同等的担保</p>

<p>destination, Buyer shall do everything to create equivalent security rights for Seller without undue delay. Buyer shall co-operate in all measures such as registration, publication, etc. that are necessary and beneficial to the validity and enforceability of such security rights.</p> <p>15.11 On Seller's demand, Buyer is obliged to appropriately insure the retention-of-title Goods, provide Seller with the respective proof of such insurance and assign the claims arising under such insurance to Seller.</p>	<p>权, 不得无故拖延。买方应配合对该等担保权的有效性和可执行性采取一切必要和有益措施, 例如登记、公布等。</p> <p>15.11 在卖方的要求下, 买方有义务为所有权保留货物购买适当的保险, 向卖方提供该等保险的相应证明, 并将该等保险项下产生的索赔转让给卖方。</p>
<p><b>16. Trademarks and Advertising</b></p> <p>16.1 Buyer shall not perform and may not authorize a third party to perform any act that may endanger the trademarks or other intellectual property rights used by Seller in relation to the Goods. In particular, Buyer may not obscure, alter or remove in any manner the trademarks and/or other distinctive features, whether imprinted or attached, that are part of Seller's Goods and may not include or attach any other features.</p> <p>16.2 The entire sales promotional, advertising and sales material ("Advertising Material") provided by Seller shall remain the property of Seller. Buyer may use this Advertising Material only in accordance with the instructions of Seller and in relation to the sale of the Goods, and Buyer may not authorize any third party to use the Advertising Material.</p> <p>16.3 Buyer may only advertise the Goods and use the Advertising Material and the trademarks of Seller for this purpose if Seller has granted its prior express consent in writing. Seller may withdraw its consent at any time; in such case the entire advertising of Buyer must be ceased at Buyer's expense according to the instructions of Seller. Irrespective of Seller's consent, Buyer shall in any event remain responsible for ensuring that all advertising measures or advertisements fulfill the statutory requirements, if any, and do not breach any industrial property rights of third parties.</p>	<p><b>16. 商标和广告</b></p> <p>16.1 买方不得从事、也不得授权第三方从事任何可能危及卖方就货物所用商标或其他知识产权的任何行为。特别是, 买方不得以任何方式遮掩、更改或删除作为卖方货物一部分的商标和/或其他显著特征, 不论是印制或附加的, 且不得包含或附加任何其他特征。</p> <p>16.2 卖方提供的全部促销、广告和销售材料(“广告材料”)仍应属于卖方财产。买方仅可按照卖方的指示以销售货物为目的使用此广告材料, 且买方不得授权任何第三方使用广告材料。</p> <p>16.3 如果卖方事先已以书面形式明确表示同意, 买方仅可以此为目的宣传货物并使用卖方的广告材料和商标。卖方可随时撤销其同意; 在该等情况下, 买方的整个广告必须按照卖方的指示停止, 由此产生的费用由买方承担。无论卖方是否同意, 在任何情况下, 买方仍应负责确保所有宣传措施或广告符合法定要求(如有), 不得违反第三方的任何工业产权。</p>
<p><b>17. Force Majeure</b></p> <p>Any incident or circumstances that are unforeseeable, unavoidable and beyond the Seller's control and sphere of influence and for which Seller does not bear responsibility, such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government, shall relieve Seller for the duration of such incident from his obligations under the contract to the extent Seller is prevented from performing such obligations. Delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of such disturbance, and Buyer shall be informed of the occurrence of such disturbance in a reasonable manner. If the end of the aforementioned occurrences is not foreseeable, or should it last for a period of more than 2 (two) months, each party is entitled to rescind from the contract.</p>	<p><b>17. 不可抗力</b></p> <p>如遇任何不可预见的、不可避免的以及超出卖方控制和影响范围的、卖方不承担责任的事件或情况, 例如自然灾害、战争、罢工、停工、原材料和能源短缺、交通堵塞、制造设备故障、火灾、爆炸或政府行为, 应解除在该等事件持续期间卖方在合同项下无法履行的义务。交付和履行期限和日期(视情况而定)应根据该等干扰事件的时长进行延期或改期, 并应以合理方式通知买方该等干扰事件的发生。如果无法预见上述事件何时结束, 或者如果该事件持续超过两(2)个月, 则各方均有权解除合同。</p>
<p><b>18. Place of Payment</b></p> <p>Regardless of the place of delivery of Goods or documents, the place of payment shall be Seller's place of business.</p>	<p><b>18. 付款地点</b></p> <p>无论货物或文件的交付地点在哪里, 付款地点应为卖方的营业地点。</p>
<p><b>19. Communication</b></p> <p>Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the</p>	<p><b>19. 通信</b></p> <p>任何一方需要接收的任何通知或其他通信只有在到达该方时才有效。如果必须遵守时间限制, 则通知或其他通信必须在此限期内到达接收方。</p>

<p>notice or other communication has to reach the recipient party within such time limit.</p>	
<p><b>20. General Provisions</b></p> <p>20.1 Any dispute arising out of or in connection with the contract shall be heard at the court having jurisdiction over Seller's domicile or, at Seller's option, at Buyer's principal place of business.</p> <p>20.2 These General Conditions of Sale and the contractual relationship of Buyer and Seller shall be governed by the laws of the People's Republic of China to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).</p> <p>20.3 Unless mandatory laws require otherwise, the English language shall be considered as the "Contract Language" and any translation is merely provided for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.</p> <p>20.4 If a provision of the contract and/or these General Terms of Sale is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.</p>	<p><b>20. 一般规定</b></p> <p>20.1 因合同而引起或与合同相关的任何争议应在卖方住所地享有管辖权的法院审理。</p> <p>20.2 本一般销售条件和买卖双方的合同关系受中华人民共和国法律约束，但不包括《联合国国际货物销售合同公约》（CISG）。</p> <p>20.3 除非强制性法律另有规定，否则英语应被视为“合同语言”，任何翻译仅为买方提供方便。如有不同解释，合同语言版本应具有约束力。</p> <p>20.4 如果合同条款和/或本一般销售条件全部或部分无效，其余条款的有效性应不受影响。</p>
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