

# 一般销售条款

## General Terms of Sale

### 总括

所有给卖方的报价单、确认和订单，或由卖方发出的报价单、确认和订单，以及与卖方签订的合同，均应受本合同下列条款的约束，但卖方以书面形式对本条款所作的特定修改除外。

### General

All quotations, acceptances and orders submitted by or to and contracts made with seller shall be upon and subject to the following terms and conditions save in so far as specifically amended by the seller in writing.

### 价格

报价以报价当天的货物成本为基准。根据报价日后劳动力、原材料和运输成本的增减或者相关货币汇率的变动，卖方保留随时相应增加或减少其货物价格的权利。

### Prices

Prices quoted are based upon costs prevailing at the date of the quotation and the seller reserves the right to vary such prices at any time by the amount of any increase or decrease in the cost of labor, materials and transport or any relevant currency fluctuations arising after that date.

### 确认

对卖方报价的确认须附上充分的信息，以便卖方即刻处理订单；否则，卖方可自由修订其报价以抵补于确认日后发生的成本/费用的增加。

### Acceptance

The acceptance of the seller's tender must be accompanied by sufficient information to enable the seller to proceed with the order forthwith otherwise the seller is to be at liberty to amend the tender price to cover any increase of cost/expense which has taken place after the acceptance.

### 付款

除明确有不同约定外，所有款项应在发票日期后 30 天内付清。所有款项应付给卖方，也就是上海昱安科贸有限公司(Shanghai Sonnett Co., Ltd.)。对于迟付的款项，卖方有权以高于基准数（中国人民银行公布的同期贷款利率）1%收取迟延期间的利息。通过卖方代理人收取货款的，将额外收取相关费用。在未将合同价款全额支付给卖方前，货物所有权将不转移至买方。只要任何此合同项下的款项逾期的，卖方有权暂不履行/中止履行其合同项下的义务。

### Payment

Unless expressly agreed to the contrary all accounts shall be paid net within 30 days from the date of invoice. All payment should be made to the seller namely "Shanghai Sonnett Co., Ltd.". The seller reserves the right to charge interest at 1% above the base lending rate publicized by of People's Bank of China for the period that accounts are overdue for payment. In the event of the account being passed to the seller's agent for collection the charges incurred will be added. In no case will the property of any of the goods pass to the buyer until payment of the full contract price has been made to the seller. So long as any payment under this contract is overdue the seller reserves the right to withhold or suspend performance of any contractual obligation.

## **交货**

交货期自卖方收到书面订单（附有所有必要的信息及图纸），且卖方能着手处理订单时起算。如由于买方未能提供指示/信息或发生其他在卖方合理控制范围之外的事由的，则交货期应延长一个合理的期限。

## **Delivery**

Any times quoted for despatch or delivery is to date from the receipt by the seller of a written order to proceed and with all the necessary information and drawings to enable the seller to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if caused by a lack of instructions / information from the buyer or by any other cause beyond the seller's reasonable control.

## **分批发货**

卖方有权分批发货，并自行决定分批发货的数量及间隔时间。合同中任何有关分批发货的明确规定应是增加而不是减少该等权利。

## **Installment Deliveries**

The seller shall have the right to make delivery by installments of such quantities and at such intervals as it may decide and any express provision as to installments in the contract shall be in addition to and not in derogation of this right.

## **运输中的货物遗失或损毁**

除非卖方自货物收到之日起 3 日内收到买方的书面异议，货物应被推定为无损坏且情况良好，与发票开具的数量和描述一致；如未收到货物，买方应在收到货物之日起三日内及时通知卖方，以使卖方可以向承运人主张合理权利。

## **Goods Lost or Damaged In Transit**

Unless the seller receives a complaint in writing within 3 days after the receipt of the goods by the buyer, the goods shall be deemed to be undamaged and in a good condition and of the quantity and description invoiced. In the case of non-delivery, the buyer shall notify the seller of such non-delivery within 3 days after the contemplated date of the receipt of the goods as shall enable the seller to make reasonable claim on the carrier.

## **图纸**

所有卖方报价单中附上的重量和尺寸的规格、图纸以及说明只是大概的；卖方产品价目表中包含的描述和说明，以及其他广告仅是用于表述产品的一个总体概念，并不构成合同的一部分。

## **Drawings**

All particulars of the weight and dimensions, drawings and descriptive specifications are attached with seller's quotation are not exact that should submitted with seller's tender are approximate only and the descriptions and illustrations contained in the seller's catalogues price lists and other advertisements are intended merely to present a general idea of the goods described therein and none of these shall form part of a contract.

## **不可抗力**

如果卖方在执行合同时直接地或间接地遭遇罢工、停工、暴动、军事活动或被篡夺权力、战

争、封锁、政府行为、火灾、水灾、冰灾、雪灾、地震其他各种自然灾害以及其他不在卖方控制范围内的事件，由于以上情况造成交货期延误的，交货期将被延长一个合理的期限，其等于被阻止或延误的时期；或者如果在延误或阻止事件停止前，没有规定交货期，卖方可以重新决定合同完成时间，并可以选择在合同规定交货期前任何时间履行交货义务。

### **Force Majeure**

If the seller shall be directly or indirectly prevented from or delayed in performing the contract by strikes, lock-outs, riots, military or usurped power, war, blockade, government action, fire, flood, ice, snow, earthquake, other natural calamities or any other course not within the seller's control then either the time for delivery shall be extended for a period equivalent to the duration of the prevention or delay or the seller may at its option at any time before the time stated in the contract for delivery (or if no time is stated before the cessation of the delaying or preventing cause) determine the contract complete.

### **仓储**

卖方在发货通知上所注明的日期起（发货通知日起）14 天内未收到详细的发货指示，买方应该接受货物的交付或安排货物的仓储。如果买方没有接受交付或安排仓储，卖方将有权代买方将货物仓储在卖方的工厂或其他地方。所有的仓储费、保险费或滞留费都将由买方承担。

### **Storage**

If the seller does not receive forwarding instructions sufficient to enable it to dispatch the goods within 14 days that written on the forwarding notification that they are ready for dispatch the buyer shall take delivery or arrange for storage. If the buyer does not take delivery or arrange storage the seller shall be entitled to arrange storage either at his own works or elsewhere on behalf of the buyer and all charges for storage, insurance or demurrage shall be payable by the buyer.

### **售后问题**

对于货物发出后 12 个月内，正常使用情况下因有瑕疵的设计（卖方以书面形式对买方提供的/指定的设计提出免责的除外）、材料、工艺引起的问题，卖方将提供物品的维修或更换（要求将有缺陷的部件返回卖方）。卖方将承担该等部件的运输费用，且免费提供维修好的或更换过的部件。

### **Defects after Delivery**

The seller will make good by repair or at his option by the supply of a replacement, defects which under proper use appear in the goods within a period of 12 calendar months after the goods have been delivered and arise solely from faulty design (other than a design made furnished or specified by the buyer for which the seller has disclaimed responsibility in writing), materials or workmanship, provided always that defective parts have been returned to the seller if so required. The seller shall refund the cost or carriage on such returned parts and the repaired or new parts will be delivered free of charge.

### **维修**

维修价格基于需维修产品的初步检测评估。为确保维修的满意程度，经常需要更换在初步检测中似乎是可重复使用的部件，及/或在原先评估的基础上增加额外项目。因此，卖方保留根据卖方最终确认的费用开具发票收款的权利。如果买方在收到对货物维修的报价后决定不

维修的，卖方有权就对货物的拆卸、检测收取一定费用。如果收到维修报价后 21 天内，买方未作任何答复的，卖方对货物（所有权仍归买方所有）的损失、损坏不负任何责任。

### **Repair Work**

Quotations for repair work are made on the basis of a preliminary examination of the goods to be repaired. To ensure a satisfactory repair it is frequently necessary to replace parts which on first inspection appear to be reusable and/or to carry out additional work to that originally quoted for. The seller therefore reserves the right to invoice repair work on the basis of ascertained costs. If following receipt of a quotation for the repair of goods the buyer decides not to proceed the seller reserves the right to charge for dismantling and inspection. If within 21 days from receipt of a quotation for the repair of goods the buyer does not give any instructions the seller will not therefore accept any liability for the loss of or damage to any of the buyer's property remaining in his hands.

### **间接损失**

对买方或其用户就设备故障或停运造成利润、收入或利息损失、就增加的设备操作费用、电力系统的损失、电力的购买或更换成本，以及非卖方自身原因造成的损失，卖方一概不承担责任。

### **Consequential Loss**

The seller shall not be liable in any event for loss of profits, revenue or interest by reason of shutdown or non-operation, increased expense of operation of the equipment, loss of power system, cost of purchase or replacement power of claims of buyer or the buyer's customers, or consequential damages aren't arising out of seller's cause.

### **专利权**

如因卖方生产、供应、销售的货物是根据买方的设计和规格生产并供应给买方的货物，致使卖方因专利侵权而被索赔或起诉的，卖方应于被索赔或起诉后立即通知买方。买方应卖方的要求，协助卖方进行协商、和解或诉讼，但相关费用由买方承担。买方应使卖方不受与根据买方的设计或指示而提供的产品相关的专利侵权、商标侵权或外观设计侵权产生的一切费用、索赔、支出、损失、指控或责任等的损害。

### **Patents**

In the event of any claim being made or action being brought against the seller in respect of infringements of patents by the manufacture, supply or sale by the seller that goods supplied to the buyer being goods manufactured according to the design and specification of the buyer the seller shall notify immediately of any such claim being made or action being brought and the buyer shall be at liberty with assistance of the seller if required but at the buyer's expense to conduct all negotiations for the settlement of the claims or/and litigation that may arise there from. The buyer shall indemnify the seller against all costs, claims, expenses, damages, charges or liabilities whatsoever in respect of or arising from any claim for infringement of any patent, trademark or registered design relating to any product supplied to the design of the buyer or following the instructions of the buyer.

### **与法律一致**

买卖双方在此同意，任何一方无意侵犯任何国家的法律法令。因此，若本合同中的任何语句、段落、条款违反法律的，该语句、段落、条款应无效，但合同的其他部分仍然对合同双方具

有约束力。

**Intention to Conform to Law**

The seller and the buyer hereby agree that it is the intention of neither party to violate any law that if any sentence, paragraph, clause or combination thereof is in violation of any law the same shall not be of effect but shall be divisible from the remainder of the contract which shall remain binding on the parties thereto.

**诉讼**

因本合同而发生或与本合同相关的争议，向卖方所在地法院起诉。

**Litigation**

Any dispute arising from or in connection with this contract shall be submitted to the court located at the seller's residence.

**卖方(Seller): Shanghai Sonnett Co., Ltd.**

法定代表人/授权代表(By/on behalf of):

**买方(Buyer):**

法定代表人/授权代表(By/on behalf of):

日期(Date):

日期(Date):