



AVERY DENNISON GENERAL TERMS AND CONDITIONS OF SALE for PRINTER & FASTENER SOLUTIONS as amended and updated from time to time including the Avery Dennison code of conduct available at www.averydennison.com (hereinafter collectively referred to as “Conditions”)

艾利丹尼森公司打印机和紧固件解决方案的通用条款和条件、其不时修订和更新的内容包括 www.averydennison.com 所列艾利丹尼森公司的行为准则（以下统称“本协议条件”）

1. Applicability 适用性

1.1. These Conditions shall apply to all sales of all products (“Products”) made by the Avery Dennison selling entity (“Seller”), to its customer (“Buyer”) whether by a written agreement including annexes between Seller and Buyer (“Agreement”), or otherwise. Seller shall include any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the entity specified. For the purposes of this definition, control will mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity.

本协议条件应当适用于艾利丹尼森公司（“卖方”）提供其消费者（“买方”）的所有销售活动，包括卖方与买方签订包括附件在内的销售协议（“销售协议”）或其他销售方式。卖方应当包含任何直接或间接地，通过一个或多个中间方控制艾利丹尼森公司，被艾利丹尼森公司控制或与艾利丹尼森公司受同一控制的主体。为明确定义，“控制”指拥有下述直接或间接的所有权：（a）在公司主体中，所持有的股权或股份使其在董事选举程序中拥有50%以上表决权，或（b）在非公司主体中，拥有超过50%的所有者权益控制管理层及该非公司主体政策。

1.2. The use or applicability of any general terms and conditions of Buyer in respect of any other agreement, such as a purchase order, acknowledgement or otherwise, is explicitly rejected by Seller and are solely for the convenience of Buyer and for no other purpose.

卖方在此明示拒绝适用买方的采购订单、采购确认或其他协议中的任何通用条款和条件，该通用条款和条件仅为买家的便利性而使用

1.3. In the case of a conflict between the provision of these Conditions and Agreement between the parties, the following order of precedence shall apply: (1) the Agreement, such as a supply or sales agreement (and/or rebate agreement); and (2) the Conditions.

如果本协议条件中的条款与双方签订的协议存在冲突，按照下述优先顺序适用（1）销售协议，例如供货或销售协议（和/或折扣协议）
（2）本协议条件。

1.4. The Seller reserves the right to modify the Conditions unilaterally as needed without notice.

卖方保留单方面更改本协议条件的权利，无需任何通知。

2. Quotations and Orders 报价及订单

2.1. Seller’s quotation is not an offer to sell, but it is an invitation to submit an order and no



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contractual relationship arises there from until an order has been accepted by Seller.

卖方的报价并不构成销售的要约，被视为对订单的要约邀请。直到买方的订单被卖方接受时，合同关系成立。

2.2. Unless previously withdrawn, any quotation is valid for thirty (30) days or such other period as is stated therein. Seller explicitly reserves the right to withdraw or amend a quotation.

除非提前撤回，任何报价将在30日内或其他已在报价中写明的期限内有效。卖方明确保留在任何时间撤回或更改报价的权利。

2.3. An order placed with Seller is an order incorporating these Conditions exclusively unless expressly agreed to by Seller in writing.

除非经卖方以书面形式明示表示同意，下达给卖方的订单排他性地包含本协议条件。

2.4. An order shall be in writing, with a reference number and signed by the Buyer. Seller may accept any order, fill any portion of an order or to refuse any order in whole or in part.

订单应以书面形式发出，订单应注明参考号并由买方签署。卖方有权全部或部分接受或拒绝该订单。

2.5. Orders cannot be cancelled except upon terms which will fully compensate Seller against any and all losses or expenses as a consequence of such cancellation.

订单不可被取消，除非双方达成条款买方将完全赔偿卖方因订单取消所造成的一切损失和费用。

2.6. All orders are subject to acceptance by Seller. Partial shipment by Seller does not

constitute acceptance of an order.

所有订单均需卖方的接受，卖方分批装运不构成对订单的接受。

2.7. If at the request of Buyer, Seller is required to keep a stock of Products, Buyer is at all times responsible for paying an amount equal to the price of the Products in inventory to Seller as well as for any raw materials needed to maintain the stock. No refund will be made to Buyer if the Agreement or otherwise terminates, for whatever reason, and the stock or the related raw materials has not yet been sold.

如果卖方根据买方要求预留部分产品，则买方在任何时间均有义务支付该预留的产品的等额价款并支付维护该预留产品所需要的任何原材料的费用。无论销售协议以任何理由终止或库存产品及相关原材料未售出，买方都无权获得退款。

3. Delivery 交付

3.1. Delivery is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant dispatch date. Unless a different Incoterm and destination is agreed in writing between the parties, all deliveries are based on Incoterms 2010, FCA Seller's designated site.

交付适用于发货时有效的由国际商会发布的国际贸易术语解释通则。除非双方以书面形式约定适用其他版本国际贸易术语通则或约定其他交付地点，所有交付均适用于《国际贸易术语解释通则（2010版）》，货交承运人（卖方指定地点）。

3.2. All delivery dates mentioned in any quotation or order confirmation or other media are estimates only and do not represent any binding obligation of Seller towards Buyer unless



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otherwise agreed between the parties in writing.

任何于报价、订单确认函或其他媒介中提及的交付日期仅为预估时间，除非双方以书面形式确认该交付日期。该预估时间对卖方不具有约束力。

3.3. Fulfillment of delivery obligations included in quotations, order confirmations, shipments and Agreements between the parties shall be subject to any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Unperformed or delayed deliveries caused by export checks or licensing procedures shall override any agreed lead times or deadlines. In such cases, any claims for damages shall be excluded.

在报价、订单确认、发货及双方达成的协议中提及的交付义务的履行受限于任何国内或者国际的法规，尤其是出口管制条例、禁运或其他限制。任何因出口检查或出口许可程序导致的迟延交付或交付不能应当使约定的交付周期或约定期限无效。在这种情况下，任何损失赔偿要求都将被拒绝。

4. Prices 价格

4.1. All prices are excluding packaging charges, VAT and other taxes, duties and/or charges, unless explicitly otherwise agreed upon in writing. Such taxes, duties and/or charges shall be for the account of Buyer.

除非双方已经明确书面约定，所有的价格都未包含包装费、增值税、其他税金、关税和/或其他费用。前述税金、关税和/或其他收费都应由买方承担。

4.2. If Seller uses price lists for the Products sold, the prices payable for the Products shall be Seller's list prices valid at the time of dispatch.

如果卖方使用价目表用于产品销售，产品的支付价格应根据寄送产品时有效的价目表。

4.3. Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Seller which is due to any factor beyond the control of Seller (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, increase in the cost of labour, materials or other cost of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Seller adequate information or instructions.

卖方通过在交付前任何时间给予买方通知的方法，保留因以下导致成本增加从而导致产品价格增加情况的权利：因卖方不可控因素（包括但不限于汇率波动、外汇管制、税率变更、人力成本增加、材料及其他制造成本的增加）；任何交付日期的变更；买方所要求的产品的数量或规格的变化；由于买方的指示导致的延迟或由于买方未能为卖方提供足够的信息及指示导致的延迟。

5. Payment Terms 付款条件

5.1. Unless otherwise expressly agreed in writing by the parties, payment of invoices shall be (i) in the invoiced currency, (ii) into the bank account specified on the invoice and (iii) within thirty (30) days or within the time-period as set out by the applicable law from the date of invoice without any setoff or discount being applied.

除非经双方明确书面约定，发票款项应当以以下方式结清（1）以发票中约定货币种类支付；（2）汇入发票列明的银行账户，（3）在发票发出后30日内结清或依据可适用的法律所列明



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的时间期限足额结清，但不以抵消形式结清。

5.2. Seller shall at all times have the right to demand advance payment or cash payment before delivery of the Products or to demand security or other letter of guarantee to be provided in a form approved by Seller's authorized representative to ensure that the purchase price of the Products is paid.

卖方可以在交付产品之前的任何时间要求买方提前支付价款或以现金支付价款或要求买方按照卖方的授权代表同意的方式提供担保或其他保证函以保证产品价款的结清。

5.3. Any extension of credit or credit limits allowed or granted to Buyer may be changed or withdrawn at any time and does not indicate an acceptance by Seller of an order from Buyer.

授予买方的任何授信展期或信贷额度都可在任何时间被更改或撤销，且不被视为卖方对买方订单的接受。

5.4. The Buyer shall be in default ("payment default") in respect of its payment obligations, if it has not paid Seller's invoice within thirty (30) days or on the expiration of the payment term of the invoice if later than the above. If there is a payment default by Buyer, Seller has the right to charge interest of one and a half per cent (1.5%) per month or, if lower or higher, the statutory interest under the applicable law over the outstanding amount. For the purposes of this clause, part of a month will be deemed to be a month. All judicial and extra-judicial costs, incurred by Seller with respect to the payment default by Buyer are for the account of Buyer. The extra-judicial costs will be minimum ten per cent (10%) of any outstanding amount or, if lower or higher the amount under the applicable law.

若买方在30日之内未付款，若发票付款期限长

于30天，则在发票付款期限届满后未付款，即被视为未履行付款义务（“支付违约”）。如果买方支付违约，卖方有权就买方未支付部分收取每月1.5%的利息，若高于或低于管辖法律规定的范围，则适用管辖法定利息。为了达到本条款的目的，不足一个月的部分将被视作一个月。因买方未履行付款义务而使卖方产生的全部司法成本及司法以外的其他费用均应由买方自行承担。司法以外的费用至少应为买方未支付部分金额的10%，若高于或低于管辖法律规定的范围，适用管辖法律的规定。

5.5. Seller may always at its sole discretion and without any notice being applicable, set-off any amount and/or charge due by Buyer with any amount payable by Seller to Buyer. Buyer does not have the right to set-off its payment obligations against the amounts payable to it by Seller.

卖方有权于任何时候自行决定将需支付给买方的款项与买方需支付的价款进行抵消，无需提前通知买方。买方无权将自己的付款义务与卖方需支付的款项进行抵消。

6. Software 软件

6.1. These provisions will apply to the delivery of standard and/or custom-made software by Seller ("Software"), in addition to the provisions contained in these Conditions. Any additional terms concerning use of the Software will be set forth in a separate Software license.

在本协议条件约定内容以外，本章节规定适用于卖方交付其制作的标准的或定制的软件（“软件”）。任何关于软件使用的其他条件将于单独的软件许可书中列明。

6.2. The delivery includes Software relating to



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the application, the operating system, as well as the related manual.

交付包括与应用有关的软件、操作系统和相关指南。

6.3. Unless agreed otherwise, Buyer will at its own costs install the Software at its premises.

除非另有约定，买方应当独立承担安装软件的费用。

6.4. Seller does not guarantee that the Software is without any defects and/or bugs.

卖方不保证软件毫无缺陷和/或程序错误。

6.5. Seller will grant the Buyer a non-exclusive license for the use of the Software on the installed device. The license will immediately terminate and expire upon the end of the use of the Software or the return, transfer or sale of the equipment or in case of expiration or termination of the Agreement between the parties for any reason. Title to the Software will at all times remain with Seller.

卖方将授予买方在其安装设备上使用软件的非独家许可。如果软件停止使用或设备已归还、转让、出售或因任何原因双方销售协议终止或失效，许可将立即终止和失效。卖方在任何时间均保留软件的所有权。

6.6. Buyer is prohibited from (i) making copies of the Software, other than an archival or back up copy, (ii) reverse engineering or decompiling the Software, and/ or (iii) making amendments or alterations to the Software without prior written consent of Seller.

在未得到卖方事先书面许可的情况下，买方不得有下述行为（i）拷贝软件，不包含归档及备份（ii）反向工程或解码软件，和/或（iii）对软件进行任何修改及变更。

6.7. The Software does not include the source code. Buyer is not granted any rights pertaining to the source code for the Software.

软件不包括源代码，买方未被授予任何有关于软件源代码的权利。

6.8. Unless agreed otherwise, Seller will not provide maintenance services related to the Software.

除非另有约定，卖方不提供关于软件的维护服务。

6.9. Seller may, at its sole discretion, determine at any time whether to provide a new version of the Software to the Buyer or any patches or fixes for the Software.

卖方可以自行判断、决定在任何时间是否提供新版本软件及任何软件修复补丁至买方。

7. Maintenance Services 维护服务

7.1. Seller may provide services in relation to certain equipment provided by Seller and Software, such as maintenance, assembly and other services (“Services”).

卖方可以为其提供的特定设备及软件提供服务，例如维护、装配、及其他服务（“服务”）。

7.2. Unless otherwise agreed between the parties, the rates at the day of service shall apply in respect of the Services.

除非双方另有约定，提供服务当日的费率适用于上述服务。

7.3. Seller shall only perform the Services in respect of its own Products, and does not perform Services in relation to any equipment of third



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parties.

卖方只为其提供的产品提供服务，不为其他第三方设备提供服务。

7.4. Seller shall not be obligated to provide the Services if Buyer has modified, amended or altered the Software or the equipment without the prior written consent of Seller. Seller shall not be obliged to provide the Services to Buyer, if it is evident to Seller that the Software and/or the equipment has been used in a manner for which it has not been intended or has otherwise been maintained in a manner not consistent with Seller's recommended procedures.

如果在未得到卖方事先的书面许可的前提下，买方自行变更、修改或更改软件或设备，卖方不再承担提供服务的义务。如果有证据显示买方未按照卖方设计的方法使用或未按照卖方建议的程序维护软件和/或设备，卖方不再承担提供服务的义务。

8. Retention of Title 所有权保留

8.1. Notwithstanding delivery and passing of the risk under the relevant Incoterms, the ownership of the Products shall be retained by Seller and shall only be transferred to Buyer when Buyer has fully complied with all of its obligations contained in or arising from these Conditions and any Agreement between the parties, including payment.

即使根据国际贸易术语解释通则已交付并已转移风险，产品的所有权仍属于卖方。直到买方已经完全履行了包括付款义务在内的本协议条件及其他双方协议约定的或由此产生的所有义务，所有权方转移至买方。

8.2. If Buyer is in default in complying with any obligations arising from these Conditions and/or any Agreement between the parties, Seller

shall have the right at all times to obtain possession of or inspect the Products for which title has been retained, wherever they are located, without prejudice to Seller's other rights to compensation in connection with Buyer's default.

如果买方未履行本协议条件和/或其他经双方协议约定的任何义务，无论产品位于何处，卖方均有权在任何时间占有或检验其仍保留所有权的产品，且不影响卖方的其他因买方不履行义务获得赔偿的权利。

9. Intellectual Property 知识产权

9.1. All intellectual property rights pertaining to the Products shall be and remain the intellectual property right of Seller or its licensors.

所有与产品有关的知识产权应当属于卖方或其许可方。

9.2. All Buyer's logo's, trade names, or trademarks owned or used by Buyer in the course of its business ("Marks"), are the sole property of Buyer and Buyer will retain the intellectual property rights in relation to the use of such Marks. In case this is required for the performance of the obligations under the Agreement and/or these Conditions, Buyer shall grant Seller a royalty free and non-exclusive license to use the Marks for the term of the Agreement or until the obligations of Seller, including periods to satisfy compliance and regulatory obligations, under these Conditions have been fulfilled. Buyer indemnifies and holds Seller harmless against any and all costs (such as, but not limited to (third party) claims, demands, liabilities, losses, damages, settlements, judgments awards) that may be sustained or incurred by Seller in relation to, or as a result of, the use of the Marks, if and to the extent such use of Marks is prescribed by Buyer in relation to the Agreement and/or these Conditions.



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买方在其经营中拥有或使用的任何标识、商标名及商标（“标志”），均为买方的独有财产。买方仍保留对上述标志的知识产权。如果基于本协议和/或协议条件的要求，卖方需要使用买方的标志，买方应当以非独家许可的方式授权卖方在销售协议有效期内或直至卖方在本协议条件下的义务履行完毕之日无偿使用买家的标志，该期间包括满足合规性及监管义务。如果标志的使用是由买方在销售协议或本协议条件中约定的，买方应当赔偿卖方并使卖方免于承担与标志有关或因使用买方标志所产生的一切费用（包括但不限于（第三方的）主张、要求、责任、损失、损害、争议解决和判决的费用）。

该期间包括满足合规性及监管义务

9.3. Except as expressly provided in the Agreement or in these Conditions, no clause in the Agreement nor in the Conditions is construed as granting or implying to Buyer any rights to the Product under any letters patent, or other intellectual property right. If the Products are to be modified in any manufacturing process or combined with other components where the Product, changed or produced in accordance with a specification submitted by the Buyer, the Buyer will indemnify and defend Seller against all loss, damages, costs and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Seller's use of the Buyer's specification, modification or combination where the Product itself would not be subject to any claim of infringement.

除非在销售协议条款或本协议条件中明确约定，销售协议或本协议条件中任何条款及条件均不可解释为卖方基于专利许可证或其他知识产权权利明示或暗示授予买方任何权利。如果产品是卖方依据买方提交的规格在任何制造程序中

被更改或与其他部件进行组合制作，从而导致卖方被任何人基于任何专利、版权、已注册的设计、设计、商标或其他工业性或知识产权类的权利而主张的侵权赔偿，该侵权赔偿请求因买方的说明、更改或组合而非产品本身引起，且卖方已支付或同意支付相关赔偿，则买方将会补偿卖方由此引起的所有损失，损害，成本和费用。

9.4. Seller shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Products, except that Buyer may, prior to the manufacture of special order goods, request that the imprint only be deleted.

卖方有权压印名称及其他可适用的版权、商标及专利信息于产品上，除非买方在在特殊订单产品制作提前要求删除该压印印记。

10. Warranty 保证

10.1. Seller warrants for the period stated in clause 10.2 below, that the Products are free from defects in material or workmanship so that the Products meet Seller's specifications. Seller gives no other express or implied guarantees or warranties with respect to the Products, including, but not limited to, any implied warranties of merchantability, fitness for any particular use and/or non- infringement. This warranty may be asserted by Buyer only and not by Buyer's customers or users of Buyer's products.

卖方保证在条款10.2所约定的期限中，产品不存在材料或工艺上的缺陷，符合卖方的规格标准。卖方不对产品做出其他明示或暗示的承诺与保证，包括但不限于对适销性的暗示保证、特定目的适合性和/或不侵权性。该保证仅对买方做出，不适用于买方的客户或买方产品的使用者。



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10.2. The period of warranty is one (1) year from the date of shipment unless expressly provided otherwise in the Product data sheet, technical specifications or agreed in writing by the parties.

除非在产品数据单、技术说明书或其他书面文件上另有约定，保证期限为运送日期之日起一年。

10.3. Immediately upon delivery, Buyer shall inspect the Products for quality and quantity. The check shall be based on transport documents and/or specifications applicable to the Products. Complaints in respect of quantity and/or visual defects to the Products shall be reported to Seller within forty eight (48) hours after delivery. Buyer shall note the defects on the relevant transport documents and shall keep the defective Products unless Seller requests Buyer the return of the defective Products to Seller in their original packaging. Buyer shall follow Seller's material return requirements prior to sending the Products back to Seller.

交付后，买方应立即检验产品质量及数量。该检验需依据运输文件和/或可适用的产品说明。关于产品数量及可视缺陷应在交付后48小时之内报告至卖方。买方应在相关运输文件中标注出该产品缺陷并保留该有缺陷的产品，除非卖方要求买方使用原包装返还该缺陷产品。在发回产品至买方之前，买方应当遵守卖方的重要返还要求。

10.4. Complaints in respect of non-visual defects to the Products shall be reported to Seller immediately after occurrence but in no event later than ninety (90) days after receipt. Buyer shall give immediate notice of such complaint to the claim handling department of Seller.

关于产品非可视缺陷的申诉需要在该缺陷出现之后立即报告卖方，最迟不得晚于收货后90天，买方可以立即发出该类申诉通知至卖方的申诉解决部门。

10.5. Any cause of action for Product defects or otherwise which Buyer may have shall be barred after the lapse of (i) the period referred to in clause 10.3 and/or (ii) the warranty period referred to in clause 10.2 above.

在下述期限结束后 (i) 条款10.3所提及的期限，和/或 (ii) 条款10.2所提及的保证期限，买方因商品瑕疵或其他原因而采取的诉讼的请求权将不被支持。

10.6. Should any failure to conform to Seller's warranty appear within the period referred to in clause 10.2 above, Buyer's sole and exclusive remedy shall be, at Seller's option, either crediting, in whole or in part, the Buyer with the purchase price of the affected Products, or replacing the affected Products or any affected part or parts thereof.

如卖方未能在条款10.2所约定的期限内遵守其对产品的保证，卖方可选择以下述任一方式给予买方补偿：对有缺陷产品按照买方支付价格全部或部分以信用形式进行赔付；整体或部分替换有缺陷产品，上述为买方唯一且排他的救济途径。

10.7. The warranty in this clause 10 will not apply and may not be invoked by Buyer, in case Buyer has not complied with the specific instructions relating to the Product, including, but not limited to instructions on storage, exposure, use, maintenance or other conditions of Seller as provide in materials or otherwise published in respect of a Product.

如果买方未遵循产品的特殊指示，包括但不限于存储、陈列、使用、维护或其他卖方以书面或公告方式提供的条件，则本第10条不再适用且买方不得援引。

11. Liability 责任

11.1. Subject to any limitations or exclusions imposed by mandatory applicable law, Seller's aggregate liability to Buyer, whether for negligence, breach of contract, misrepresentation or otherwise, shall be limited to direct damage only and shall not exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Buyer in respect of any occurrence or series of occurrences.

受限于强制适用法律的限制或除外责任，卖方因过失、违约、虚假陈述等所应承担的累计责任不应超过直接损失，不超过引发该责任的有瑕疵的、不符合约定的、损坏的、未送达的产品价值，产品价值依照发票净额确定。

11.2. The Buyer shall indemnify Seller against any and all losses, damages, and expenses including attorneys' fees and other costs that Seller may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission, or negligence of the Buyer in connection with or arising out of the use, operation, replacement, or repair of any product described hereunder and sold by Seller to Buyer.

因买方对卖方售与买方的产品的使用，操作，更换或维修的相关行为，疏忽或过失导致的直接或者间接的类似主张或因违反默示保证、过失导致的主张，卖方对此辩护造成的所有损失，损害和费用，包括律师费和其他费用，买方均需赔偿。

11.3. Seller shall not be liable to Buyer for any indirect, incidental or consequential loss, damage or injury, including without limitation, loss of anticipated profits, loss of use or production or loss of capital, goodwill, reputation, or losses or expense resulting from third party claims, even if Seller has been advised of the possibility of such

damages.

卖方对买方非直接的、附带性或间接的损失、损害或损伤不承担责任，包括但不限于预期利润的损失、使用或生产的损失、资本的损失、商誉、名誉或其他由第三方主张的损失和费用，即使卖方已经被告知该损坏发生的可能性。

12. Force Majeure

不可抗力

Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure including, but not limited to, fire, flood, (civil) war, serious domestic disturbances, mechanical breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, or any causes or contingencies beyond a party's reasonable control, provided that the party who cannot perform as a result of such force majeure notifies the other party of the delay and the reasons thereof.

如果一方因不可抗力因素导致义务延迟履行或履行不能且已将该延迟情形及不可抗力因素通知协议相对方，协议双方均不因此承担责任，不可抗力包括但不限于火灾、洪水、战争、严重国内骚乱、机械故障、承运故障、贸易禁运、暴乱、劳工动乱（包括但不限于罢工、怠工）、政府当局的干涉、或其他超出一方合理控制范围的意外事件及原因。

13. Confidentiality

保密

13.1 Buyer shall not disclose to any third party any information regarding the design of the Products, any drawings, specifications, test results, samples, quotations, prices, marketing materials and other terms of sale ("Confidential Information") received from Seller in connection



General Terms and Conditions of Sale 销售通用条款和条件

with the Agreement and/or these Conditions, and Buyer shall use the Confidential Information exclusively in fulfilling its obligations and commitments towards Seller, except as and to the extent required by law or with written approval of Seller. Confidential Information shall not include information which is or becomes publicly available through no fault of Buyer which Buyer can show was already in Buyer's possession prior to receipt from Seller.

除非因法律要求或经卖方书面允许，买方不得向任何第三方披露下述信息（“保密信息”）：产品设计、图形、规格、检测结果、产品样本、报价、价格、市场材料及其他从卖方处获取的销售协议条款和/或本协议条件，买方仅可利用保密信息履行其对卖方的义务与保证。保密信息不包括非因买方过错导致的已经或即将为公众所知晓的信息，且卖方可以证明在买方从卖方收到该信息之前已经知悉的信息。

14. Assignment 转让

None of the rights or obligations of Buyer under the Agreement and/or these Conditions may be assigned or transferred in whole or in part without the prior written consent of Seller. Seller may assign any or all of these Conditions or Agreement to any affiliate of Seller or to an entity acquiring substantially all of the assets of the business related hereto.

买方不得将其在销售协议和/或本协议条件下的全部或部分的权利或义务转让给第三方，除非事先征得卖方的书面同意。卖方可将销售协议或本协议条件下任何或全部权利与义务转让至卖方关联方或转让至实质上取得相关业务的全部资产的其他主体。

15. Waiver 弃权

15.1. No waiver, alteration or modification of these Conditions shall be valid unless made in writing by Seller.

任何关于本协议条件的弃权、修改及更改需卖方以书面形式做出，否则将被视为无效。

15.2. No failure to exercise or delay in exercising on the part of Seller any right or remedy hereinafter shall operate as a waiver thereof.

卖方未能或延迟行使其在本协议条件项下的任何权利或救济，不应视为放弃其权利或救济。

16. No Third Party Beneficiaries 无第三方受益人

These Conditions are made for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

本协议条件仅为协议双方及其各自继承人和其允许的的受让人的利益所设，本协议条件未表达或意图授予任何第三人或主体任何法律上或衡平法上的权利、利益及救济。

17. Severability 可分割性

Each paragraph and provision of these Conditions is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

本协议条件的任何段落及条款均被认为是可分的。如果任何条款被认定无效或不可执行，其他条款仍旧拥有完整效力。

18. Jurisdiction and Applicable Law 司法管辖及适用法律

18.1. These Conditions shall be governed by and construed and interpreted in accordance with the laws of the country of Seller's registered seat ("Applicable Laws"). The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.

本协议条件受到于卖方注册地法律法规的管辖并依据卖方注册地法律法规进行解释（“适用法律”）。联合国国际货物买卖合同公约（“维也纳公约”）的条款不适用于本协议条件。

18.2. Any disputes arising out of or in connection with any order or sale agreement between Seller and Buyer shall be brought before the competent courts of Seller's registered seat.

任何由订单或买卖双方签订的销售协议引起的争议应受卖方注册地主管法院管辖。

19. Compliance with laws **合规性**

19.1. Buyer shall comply with all Applicable Laws and regulations including but not limited to the relevant European Union and U.S.A. laws and regulations on export and Buyer shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union and/or the U.S.A.

买方应遵守所有适用的法律法规，包括但不限于相关欧盟及美国法律法规中关于出口的规定。买方不得向任何欧盟和/或美国所禁止的国家、第三方、或其他主体出口或转出口任何卖方及其关联公司的技术数据及产品

19.2. Buyer shall comply with the provisions of any applicable anti-bribery laws including, but not limited to, the UK Anti-Bribery Act, the "Foreign Corrupt Practices Act" ("FCPA") of the

United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD").

买方应当遵守适用的反商业贿赂法的条款，包括但不限于英国《反商业贿赂法案》，美国的《反海外腐败法》（“FCPA”），经济合作与发展组织《关于打击国际商业交易中行贿外国公职人员行为的公约》（“OECD”）。

20. Default **违约**

20.1. If Buyer does not comply with its obligations under these Conditions and if allowed by the Applicable Law, Buyer shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case and unless otherwise agreed: (i) Seller shall be entitled to suspend its obligations under these Conditions including but not limited to suspending the supply of Products without relieving Buyer from its obligations, and (ii) all amounts and interests payable by Buyer shall become immediately due to Seller without any rebate allowance. Seller may also terminate the order or any part hereof if Buyer has filed for bankruptcy or other insolvency proceeding. In the event of termination for cause, Seller shall not be liable to Buyer for any amount.

如果买方未能履行本协议条件下的义务，买方即被视为法律上的违约(若适用法律允许)，无需任何通知和法律措施。在下述情形下，除非双方另有协议：(i) 卖方有权暂停其在本协议条件下的义务，包括但不限于在不免除买方义务的情形下暂停产品供应，和(ii) 所有的买方应付的价款及利息应当马上到期，且无任何折扣。如果买方已申请破产或其他清算程序，在其他破产程序中，卖方有权终止全部或部分的订单。如果因买方过错终止协议，卖方不对买方承担任何赔偿责任。



General Terms and Conditions of Sale 销售通用条款和条件

21. Recalls 召回

21.1. If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, the Buyer shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.

如果卖方因为产品可能违反任何法律或任何其他原因被政府当局要求或命令或自愿决定召回任何产品，买方应全力配合卖方的召回工作，包括但不限于停止自身产品销售。在卖方事先书面允许之前，买方不得发布关于召回的新闻、也不得进行采访或做声明。

21.2. If the recall is due to Buyer's negligent acts or omissions in handling, storing or packaging the Product or Buyer's failure to comply with Applicable Laws, or with Buyer's specifications, then Buyer shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by Buyer and the Buyer shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

如果召回是因为买方在处理、存储、包装产品过程中的过失行为、疏忽或买方未遵守适用法律或卖方的说明所引起的，买方有义务接管并执行产品召回的工作，因产品召回造成的一切费用与损失均由买方承担，并且买方应赔偿卖方处理关于召回的索赔及要求的损失。

22. Audit 审计

Buyer will maintain complete and accurate

records of the fees and expenses under these terms at least twelve (12) months after the termination or expiration of an agreement between the parties, and will make such records available to Seller during normal business hours upon reasonable advance written notice. Buyer will provide copying capability and work space and cooperate in any audit of such records that Seller may undertake; Buyer will cooperate in any audit of such records that Seller may undertake; provided, however, that any such audit will be at Buyer's sole expense, or credits received within thirty(30) days from the date of the audit.

买方应在双方协议终止或期限届满后至少12个月内保留完整且准确的费用及开支记录。在卖方发出合理的提前书面通知后，买方应在正常工作时间内将该记录提供给卖方。买方应为卖方在审计过程中提供复印、工作空间及必要协助。审计过程中所产生的费用由买方自行承担，或在审计结束后30日内结清。



General Terms and Conditions of Sale
销售通用条款和条件

买方Buyer: _____

签署Signature: _____

日期Date: _____