

# General Terms and Conditions of Sale and Delivery

## 一般销售与交货条款

for Kamstrup A/S – CVR No. 21 24 81 18

卡姆鲁普- CVR No. 21 24 81 18

### 1.0 Definitions 定义

As used herein: (a) "Contract" means the contract between Seller and Buyer for the supply of Products in accordance with these General Terms and Conditions of Sale and Delivery, including Seller's quotation (if any) and the Accepted Order, but excluding any terms and conditions contained or referenced in Buyer's purchase order or in any other document issued by Buyer which are additional to or conflict with Seller's order confirmation; (b) "Buyer" means the party identified in the Accepted Order as purchasing the Products; (c) "Accepted Order" means a purchase order which has been subject to Seller's acceptance or order confirmation, or for which Seller has sent an invoice for the sale of Products to the Buyer; (d) "Seller" means Kamstrup A/S; and (e) "Products" means Kamstrup's meters ("Meters") and/or other products (e.g. antennas, other accessories and spare parts, "Non-Meter Products"), and related services if any, sold by Seller to Buyer as identified in the Accepted Order.

在本条款中: (a) “合同”是指卖方和买方之间根据一般销售与交货条款签订的产品供应合同, 包括卖方报价(如有)和已接受订单, 但不包括买方的采购订单或买方签发的任何其他文件中包含或提及的对卖方订单确认进行补充或与之冲突的任何条款和条件; (b) “买方”是指已接受订单中指定的购买产品的一方; (c) “已接受订单”是指已由卖方接受或进行订单确认的采购订单, 或者卖方已向买方发送产品销售发票的采购订单; (d) “卖方”是指卡姆鲁普; (e) “产品”是指卖方按照已接受订单向买方出售的卡姆鲁普仪表(“仪表”)和/或其他产品(例如: 天线、其他配件和备用部件, “非仪表产品”)以及相关服务(如有)。

### 2.0 Price, Quotation and Acceptance 价格、报价和接受

2.1. All Seller's prices are in Renminbi (RMB) unless otherwise specified and shall be exclusive of VAT or other sales

taxes. Unless otherwise specified, Seller's prices do not include storage or services related to Products (e.g. installation, travel, consultation, evaluation or maintenance).

除非另有规定, 卖方的所有价格均以人民币元为单位, 并不包含增值税或其他销售税。除非另有规定, 卖方的价格不包括与产品相关的任何存储或服务(包括但不限于安装、旅行、咨询、评估或维护)。

2.2. Seller shall not be liable for any misprints, erroneous calculations or any other errors in its quotations. 卖方不对其报价中的任何印刷错误、计算错误或任何其他错误负责。

2.3. All quotations made by Seller are subject to acceptance within thirty (30) days of the quotation date. Seller reserves the right to withdraw any quotation not yet accepted at any time within the time stipulated for acceptance.

卖方的所有报价均应在报价之日起三十(30)天内接受。卖方保留在规定的接受时间内随时撤回尚未接受的报价的权利。

2.4. Order acceptances or confirmations by Seller must be in writing to be valid. 卖方接受或确认订单时必须采用书面形式方可生效。

### 3.0 Delivery, Shipments and Delay 交货、装运和延误

3.1. Delivery shall be "Delivered At Place" (DAP) (Incoterms® 2020).

交货应为“就地交货”(DAP)(国际贸易术语解释通则2020)。

3.2. Buyer acknowledges and agrees that lead times may vary according to supply availability, logistical constraints, manufacturing problems and other factors. Therefore, all dates of delivery set forth in an Accepted Order or communicated by Seller are estimates and nonbinding unless Seller has explicitly agreed in writing to a firm date. Seller will use commercially reasonable efforts to ship the Products by the estimated supply date set forth in the Accepted Order.

买方承认并同意, 交货时间可能因供应情况、物流限制、制造问题和其他因素而有所不同。因此, 已接受

# General Terms and Conditions of Sales and Delivery

	订单中规定的或卖方传达的所有交货日期均为估计日期，不具有约束力，除非卖方以书面形式明确约定一个确定的日期。卖方将尽商业上合理的努力，在已接受订单中规定的预计供应日期前装运产品。	
3.3.	Seller reserves the right to deliver in instalments. Each instalment shall be invoiced and paid separately in accordance with the applicable payment terms, irrespective of subsequent deliveries. 卖方保留分期交货的权利。每批货物均应根据适用的付款条件单独开具发票并付款，与后续交货无关。	
3.4.	Delays in the delivery of any shipment or instalment of Products shall not discharge Buyer's obligation to accept and pay for that or any other shipment or instalment. 任何一批/一期产品延迟交付并不免除买方接受该批或任何其他批次产品和针对此等产品付款的义务。	
3.5.	Buyer shall be entitled to cancel the Contract for the relevant delivery if Seller fails to deliver the Products within thirty (30) days of receiving Buyer's demand notice issued after the delivery date has passed. If a firm delivery date was agreed, the 30-day period constitutes a grace period; otherwise, it serves as a long-stop date. Buyer shall have no other remedies for delayed delivery. 如果卖方在收到买方在交货日期过后发出的需求通知后三十（30）天内未能交付产品，则买方有权取消相关交货的合同。如果约定了确定的交货日期，30 天期限将被视为宽限期；否则，它将作为最终截止日期。对于延迟交货，买方不享有其他补救措施。	
3.6.	A handling fee of RMB 310.00 shall be charged in respect of all Accepted Orders below RMB 2690.00. 对于所有低于 2690.00 元人民币的已接受订单，将收取 310 元人民币手续费。	
3.7.	If Buyer requests alteration or cancellation of customised Products: 如果买方请求更改或取消定制产品：	
3.7.1.	More than 30 working days prior to date of dispatch: Seller will apply a fee of RMB 1150.00 per request or 10% of the order value, whichever is higher. 发货日期前 30 个工作日以上：卖方将按每项请求 1150.00 元人民币或订单价值的 10%收取费用，以较高者为准。	
3.7.2.	0-30 working days prior to date of dispatch: Alterations or cancellations are not permitted. 发货日期前 0-30 个工作日：不可更改或取消。	
4.0	<b>Packaging 包装</b>	
4.1.	All prices shall be exclusive of packaging. 所有价格均不包括包装。	
4.2.	Packaging debited to Buyer shall be credited if returned in undamaged condition, within fourteen (14) days of Buyer's receipt. Any extension of the deadline for returning packaging material shall be subject to Seller's written acceptance. 如果买方在收货后十四（14）天内以完好无损的状态退回包装，则应退还买方支付的包装费。退回包装材料的任何限期延长应以卖方的书面确认为准。	
5.0	<b>Terms of Payment 付款条件</b>	
5.1.	Unless otherwise stated in the quotation, order confirmation or invoice, the terms of payment shall be thirty (30) days net cash from the date of the invoice. Seller shall retain title in Products delivered until it has received payment in full. 除非报价单、订单确认书或发票中另有说明，否则付款条件应为自发票日期起三十（30）天内以现金支付。在收到全额付款之前，卖方应保留所交付产品的所有权。	
5.2.	In the event of overdue payment, interest shall be charged on the amount due at a rate of two (2) per cent per commenced month as from the due date (or, if lower, the maximum rate permitted by law). Seller reserves the right to suspend its performance of any obligations under the Contract, including but not limited to delivery of Products, until such time as the overdue payment is made in full or security satisfactory to Seller has been provided. 如果逾期付款，则应自到期日起按每月 2% 的利率（或如果较低，则按法律允许的最高利率）对到期金额收取利息。卖方保留暂停履行本合同项下任何义务的权利，包括但不限于交付产品，直至买方全额支付逾期款项或提供令卖方满意的担保。	
5.3.	Buyer may not set off any amounts without Seller's prior consent. 未经卖方的事先书面同意，买方不得抵销任何款项。	
5.4.	Without prejudice to any other rights it may have, Seller may terminate the Contract immediately: (a) if payment has not been received more than fourteen (14) days after the due date; or (b) if Buyer experiences a material adverse change in its financial condition, including insolvency, anticipated insolvency, commencement of any insolvency or bankruptcy proceedings (voluntary or involuntary), reorganization, liquidation, the appointment of a receiver, trustee, or assignee for the benefit of creditors, or any equivalent proceedings. 在不损害卖方可能拥有任何其他权利的情况下，Kamstrup 可以立即终止合同：（a）如果在到期日后十四（14）天内仍未收到付款；或（b）如果买方的财务状况发生重大不利变化，包括破产、预期破产、启动任何破产程序（自愿或非自愿）、重组、清算、为债权人利益指定接管人、受托人或受让人，或任何同等程序。	

4.0	<b>Packaging 包装</b>
4.1.	All prices shall be exclusive of packaging. 所有价格均不包括包装。
4.2.	Packaging debited to Buyer shall be credited if returned in undamaged condition, within fourteen (14) days of Buyer's receipt. Any extension of the deadline for returning packaging material shall be subject to Seller's written acceptance. 如果买方在收货后十四（14）天内以完好无损的状态退回包装，则应退还买方支付的包装费。退回包装材料的任何限期延长应以卖方的书面确认为准。

6.0	<b>Claims 索赔</b>
6.1.	Buyer undertakes to inspect the Products delivered immediately on receipt to ensure: 买方承诺在收到产品后立即对其进行检查，以确保：
6.1.1.	that the number of items received is as agreed; 收到的物品数量与约定一致；
6.1.2.	that the description on the packaging is as agreed; and 包装上的说明符合约定；以及
6.1.3.	that no visible damage has been caused to the Products delivered and that the Products delivered are not defective in any way.

# General Terms and Conditions of Sales and Delivery

没有对送达的产品造成可见的损坏，而且该送达的产品也没有任何缺陷。

6.2. Buyer shall notify Seller (a) immediately if the number of items received is different from the number agreed, and (b) within seven (7) days of the receipt of the Products delivered if they do not conform with 6.1.2 or 6.1.3. Buyer shall also immediately notify the carrier of any damage in transit by making a corresponding note on the transport document. Buyer shall not be entitled to make claims at a later date in respect of any defects which could have been found by inspection in accordance with Clause 6.1.  
(a) 如果收到的产品数量与约定的数量不符，买方应立即通知卖方；(b) 如果交付的产品与第 6.1.2 条或第 6.1.3 条不符，买方则应在收到产品后七 (7) 天内通知卖方。买方还应在运输单据上注明运输途中所造成任何损坏，并立即通知承运人。买方无权在日后就根据第 6.1 条通过检验发现的任何缺陷提出任何索赔要求。

6.3. Buyer waives any right it may have to reject or revoke acceptance of the Products after three (3) days following delivery, without prejudice to its right to notify defects under Clauses 6.1 and 6.2.  
买方放弃在交货三 (3) 天后拒绝或撤销接受产品的任何权利，但不影响其根据第 6.1 条和第 6.2 条发出缺陷通知的权利。

**7.0 Sales And Product Information 销售和产品信息**

7.1. Quotations, drawings, descriptive material and similar documents shall not be copied, reproduced or made available to any third party without the Seller's prior written consent.  
未经卖方事先书面同意，所有报价单、图纸、描述性材料和类似文件均不得复制、翻印或向任何第三方提供。

7.2. Seller shall retain all intellectual property rights in quotations, drawings, descriptive material and similar documents submitted to Buyer prior to, during and after the conclusion or expiry of the Contract.  
卖方应保留在合同签订之前、合同期间和合同到期之后提交给买方的所有报价单、图纸、描述性材料和类似文件中的所有知识产权权利。

7.3. All representations or references on Seller's website, in sales brochures, technical data sheets and quotations as to size, weight, technical specifications, price and other details of the Products are approximate and non-binding on Seller unless expressly included in an Accepted Order. Such references do not constitute warranties.  
卖方网站、销售手册、技术数据表和报价单中关于产品尺寸、重量、技术规格、价格和其他细节的所有陈述或参考均为近似值，对卖方不具约束力，除非明确包含在已接受订单中。这些参考资料并不构成保证。

**8.0 Warranty 保修**

8.1. Products shall be covered by a 24-month warranty from the date of delivery unless an extended warranty has been agreed. The warranty shall cover any defects in workmanship or materials.

产品应自交货之日起享有 24 个月的保修，除非签订了特定的延长保养期条款。保修应涵盖任何工艺或材料方面的任何缺陷。

8.2. If any defect is found within the warranty period and duly notified to Seller, Buyer shall return the defective Products to Seller DDP Incoterms 2020. Seller shall subsequently at its sole discretion either repair the Products returned, refund the price or make a replacement delivery provided that the defects found in the Products are covered by the warranty. Seller shall assume ownership of any parts replaced. The cost of returning Products repaired or replaced under the warranty shall be borne by Seller. However, if the defect resulted from any of the cases mentioned in Clause 8.4, Seller shall be entitled to charge its usual rates for repaired or replaced Products, plus a reasonable fee for work performed in investigating the claimed defect. In such a case, Buyer will bear the return costs in respect of the repaired or replaced Products.  
如果在保修期内发现任何缺陷并已及时通知卖方，买方应按照“完税后交货”（DDP）（2020 年国际贸易术语解释通则）方式将缺陷产品退回卖方。卖方随后应自行决定修理退回的产品、退还价款或换货，前提是产品中所发现的缺陷在保修范围内。所有已更换零件的所有权归卖方所有。根据保修条款修理或更换的产品的退货费用应由卖方承担。但是，如果该缺陷是第 8.4 条所述的任何情况引起的，卖方有权收取修理或更换产品的常规费用，并为调查所声称的缺陷而进行的工作收取合理的费用。在这种情况下，买方将承担修理或更换产品的退货费用。

8.3. Buyer shall be entitled to terminate the Contract and demand crediting of the price of the defective Product if Seller fails to remedy a defect in accordance with Clause 8.2 within a reasonable period of time. Buyer shall not be entitled to any other remedies for breach of contract.  
如果卖方未能在一个合理期限内按照第 8.2 条的规定修补缺陷，买方将有权终止合同并要求将缺陷产品的价格记入贷方。买方无权要求采取任何其他违约补救措施。

8.4. Seller warranties shall not apply in any of the following cases:  
卖方保修条款并不适用于下列任何情况：

8.4.1. Products that are defective or damaged by negligence or accident or by other circumstances beyond Seller's reasonable control;  
因疏忽或意外或超出卖方合理控制范围的其他情况而出现缺陷或损坏的产品；

8.4.2. Products that have been improperly stored, commissioned, installed, used, repaired, maintained or altered by Buyer or a third party (including without limitation otherwise than in accordance with any instructions, manuals, specifications or other documentation provided by Seller, or in the absence of such documentation, generally accepted industry practice);  
买方或第三方不当储存、调试、安装、使用、维修、维护或改动的产品（包括但不限于未遵循卖方提供的

# General Terms and Conditions of Sales and Delivery

8.4.3.	任何说明、手册、规范或其他文件，或在没有此类文件的情况下，未遵循公认的行业惯例； Products which have been used (a) with water which contains levels of foreign matter, including without limitation, dirt, sand, minerals, debris, deposits, biofilms, chemical substances or other impurities which interfere with or degrade the Product; or (b) in other unusual environmental conditions (including submersion in dirt or water); (a) 曾与含有一定量杂质的水（包括但不限于污垢、沙子、矿物、碎屑、沉积物、生物膜、化学物质或其他干扰或降低产品性能的杂质）一起使用过的产品；或 (b) 在其他异常环境条件下使用过的产品（包括浸入泥土或水中）；	9.1.1. Minimum sales value of returned goods: RMB 2690.00. Return is not accepted below this amount. 退货的最低销售金额：人民币 2690.00 元。低于此金额，恕不接受退货。
8.4.4.	Products where any serial number or security seal has been interfered with; 序列号或安全封条被干扰的产品；	9.1.2. Configured Products cannot be returned. 已配置的产品不可退货。
8.4.5.	normal wear and tear; 正常磨损；	9.1.3. Non-configured Products : a credit note shall be issued for 50% of the invoice amount. 非配置产品：按发票金额的 50%开具货项凭单。
8.4.6.	Products that are experimental, developmental, prototype, or pilot; 实验性、开发性、原型或试验的产品；或	9.1.4. Products that Seller has purchased from third parties specifically for Buyer cannot be returned. 卖方从第三方专门为买方购买的产品不能退货。
8.4.7.	the discontinuation of network/communication services (including by loss of concession, dissolution, bankruptcy, or cessation of business), or the phase-out or replacement of the networks and/or communication technologies supporting the Products if such changes render the Product unable to function as represented at the time of entering into the Contract; 网络/通讯服务的中止（包括失去特许权、解散、破产或停业），或支持产品的网络和/或通信技术的逐步淘汰或更换，前提是这些变化导致产品无法按照签订本合同时的陈述运行；	<b>10.0 Liability, Including Product Liability 责任，包括产品责任</b> 10.1. The People's Republic of China ("PRC") rules of law in force at any time regarding product liability shall apply. Seller's liability shall be limited in accordance with the remainder of this clause to the greatest extent permitted under PRC law. 适用于产品责任的有效中华人民共和国法律（“中国”）随时适用。在中国法律允许的最大范围内，卖方的责任应根据本条款的其余部分进行限制。 10.2. Notwithstanding any other provision in the Contract, Seller shall not be liable (whether such liability is based on contract, indemnity, warranty, tort or otherwise) for any operating loss, loss of use, loss of profits or revenues, loss of time, work stoppages, loss of data, loss of goodwill, losses caused by delays in deliveries (except where Seller has agreed in writing to a firm delivery date), losses incurred under contracts with third parties, or any indirect, incidental or consequential loss arising out of breach of contract. 尽管本合同中有任何其他规定，卖方不对任何经营损失、使用损失、利润或收入损失、时间损失、停工、数据丢失、商誉损失、交货延迟造成的损失（卖方书面同意确定交货日期的情况除外）、与第三方签订的合同项下发生的损失，或因违约造成的任何间接、附带或后果性损失承担任何责任（无论该等责任是基于合同、赔偿、保证、侵权行为还是其他原因）。 10.3. Seller's total liability towards Buyer in respect of all losses or damages arising or in connection with this Contract whether in contract, tort (including negligence), breach of statutory duty, Product liability or otherwise, shall be limited to the price of the Products mentioned in the Accepted Order. 卖方对买方的全部责任，包括因合同、侵权行为（包括过失）、违反法定义务、产品责任或其他原因引起的或与本合同有关的所有损失或损害，应限于已接受订单中提及的产品价格。 10.4. The limitations of liability shall not apply in case of gross negligence, wilful misconduct, or personal injury. 责任限制并不适用于重大过失、故意不当行为或人身伤害情况。
8.4.8.	any disruption or degradation in Product performance due to vulnerabilities or deficiencies in networks to which the Product is connected; or any defect or damage arising directly or indirectly from cyber-related incidents, including without limitation hacking, malware, viruses, ransomware, data breaches, unauthorized access, or any other form of cyber-attack or digital interference (collectively, "Cyber-Related Incidents") or 或由于产品所连接的网络存在漏洞或缺陷而导致产品性能中断或下降；或由于网络相关事件（包括但不限于黑客攻击、恶意软件、病毒、勒索软件、数据泄露、越权访问或任何其他形式网络攻击或数字干扰（统称为“网络相关事件”））而直接或间接导致的任何缺陷或损坏；或	<b>11.0 Intellectual Property 知识产权</b> 11.1. Intellectual Property Rights means any rights, title and interest in patents, trademarks, service marks, trade and
8.4.9.	Products which have been used after discovery of the defect. 发现缺陷后使用过的产品。	
<b>9.0 Return of Goods 退货</b>		
9.1.	Products may only be returned within 30 days from the date of delivery after separate agreement with Seller and subject to the following terms: 只有在与卖方另行达成协议并遵守以下条款的情况下，才能在交货之日起 30 天内退货：	

# General Terms and Conditions of Sales and Delivery

business names, (including also the Kamstrup logo, internet domain names, registered web addresses, web pages, website, and URLs,) rights in design, utility models, copyright, database rights, software, processes, methods, 'look and feel' (e.g. colour scheme or layout), know-how (including trade secrets and confidential information) and any other similar right (including all applications, rights to apply for, renew, extend, or claim priority) related to the Products and services delivered by Seller, in each case whether registered or unregistered, existing now or in the future worldwide ("Intellectual Property Rights").	member of the Kamstrup Group, as directed by Seller) free of charge. For non-transferable rights, Buyer grants Seller an exclusive, irrevocable, royalty-free, worldwide license to use, exploit, and sublicense such rights. 如果买方依法或以其他方式确立或获得知识产权或其任何部分的任何权利，买方特此在可转让的范围内，将此类权利免费转让给卖方（或按照卖方的指示转让给 Kamstrup 集团的其他成员）。对于不可转让的权利，买方授予卖方独家、不可撤销、免版税的全球许可，以便其使用、开发和再许可此类权利。
知识产权是指专利、商标、服务标志、商号和商业名称（也包括 Kamstrup 徽标、互联网域名、注册网址、网页、网站和 URL）中的任何权利、所有权和利益，设计权、实用新型专利、版权、数据库权利、软件、流程、方法、“外观和感觉”（例如：配色方案或布局）、专有技术（包括商业秘密和机密信息）以及与卖方提供的产品和服务相关的任何其他类似权利（包括所有申请以及申请、更新、延期或要求优先权的权利），无论注册与否，无论是现在或还是将来在全球范围内存在（“知识产权”）。	
11.2. Seller owns, or has the full right to use, register and sub-license the Intellectual Property Rights.	
卖方拥有或完全有权使用、注册和再许可知识产权。	
11.3. Except as otherwise set out in these General Terms and Conditions, Buyer has no rights in, or title to, or interest in the Intellectual Property Rights.	
除非本一般条款另有规定，否则，买方对知识产权不享有任何权利、所有权或利益。	
11.4. Buyer may use the Intellectual Property Rights solely in accordance with the terms of the Contract between Seller and Buyer.	
买方仅可根据卖方和买方之间的合同条款使用知识产权。	
11.5. Buyer shall not: (a) disassemble, decompile, or reverse engineer the Products; (b) do, omit to do or permit to be done, any act that will or may: weaken, damage or be detrimental to the Intellectual Property Rights and the reputation or goodwill associated with them or Seller; or that may invalidate or jeopardise any registration of the Intellectual Property Rights; (c) challenge Seller's rights to the Intellectual Property Rights; (d) apply for or obtain any registration of the Intellectual Property Rights for any goods or services nor any trade or service mark which consists of, comprises, or is confusingly similar to, the Intellectual Property Rights.	为了在卖方交付产品的国家/地区使用，按照特定要求进行产品配置。如果在其他地方使用，它们可能不符合适用的法律法规，也可能无法按照规范运行。对此类使用引起的不合规和性能问题，卖方不承担任何责任。买方同意赔偿卖方及其关联方，使其免于承担因不遵守在交货地以外的国家/地区销售和使用产品时需要遵守的适用法律、法规和标准而导致或产生的所有责任、索赔、损害、损失、罚款、成本和费用（包括合理的律师费和诉讼费）。
买方不得：(a) 对产品进行拆卸、反编译或反向工程；(b) 从事、不从事或允许从事任何将会或可能削弱、损害或不利于知识产权以及与知识产权或卖方相关的声誉或商誉的行为；或可能使知识产权的任何注册失效或受到损害的行为；(c) 质疑卖方对知识产权的权利；(d) 针对任何商品或服务或者针对任何包含知识产权或与知识产权混淆性相似的商标或服务标记，申请或获得任何知识产权登记。	In addition to complying with any local applicable law, Buyer must dispose of end-of-life Products in an environmentally correct way, either by returning upon appointment the Products to Seller or a Seller appointed third party or by handing them over to the nearest certified disposal facility. End-of-life Products can be returned to Seller free of charge. However, Buyer must arrange and pay the costs for transporting them (including the processing of hazardous goods, if necessary). If Buyer does not return the Products to Seller, Buyer is obliged to dispose of the Products at its own expense. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, losses, penalties, costs and expenses (including reasonable attorney fees and legal costs) resulting from or arising in connection with Buyer's failure to dispose of end-of-life Products in an environmentally compliant manner.
11.6. If Buyer establishes or acquires by operation of law or otherwise any rights to the Intellectual Property Rights, or any part thereof, it hereby transfers and assigns such rights, to the extent transferable, to Seller (or to another	除了遵守当地适用法律外，买方还必须以环保方式处置废旧产品，要么按照约定将产品返还给卖方或卖方指定的第三方，要么将其交给距离最近的认证处置设施。废旧产品可免费退还给卖方。但是，买方必须安

# General Terms and Conditions of Sales and Delivery

排并支付运输费用（包括必要时对危险品进行处理）。如果买方不将产品退还给卖方，则买方有义务自费处置产品。买方同意赔偿卖方，使其免于承担因买方未能以环保方式处置废旧产品而导致的或与之相关的所有责任、索赔、损害、损失、罚款、成本和费用（包括合理的律师费和诉讼费）。

## 13.0 Reservations for Changes 保留变更权利

13.1. Seller reserves the right, at any time, to alter, change, or modify the Products without notification to Buyer, provided that the alteration, change or modification does not adversely affect the price, quality or substantial function of the Products.

卖方保留在任何时候更改、变更或修改产品的权利，无需通知买方，但前提是，此等更改、变更或修改不会对产品的价格、质量或实质功能产生不利影响。

## 14.0 Force Majeure 不可抗力

14.1. Seller shall not be liable for any delay or non-performance of its obligations where such delay or non-performance is attributable to circumstances beyond Seller's control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, epidemics, natural disasters, extreme weather conditions, currency restrictions, Cyber-Related Incidents, import or export restrictions, breakdowns or disruptions in telecommunication, discontinuation of network/communication services (including by loss of concession, dissolution, bankruptcy, or cessation of business), or sunsets or replacements of networks and/or communication technologies, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a subsupplier's performance vis-à-vis Seller. If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the Contract.

如果卖方由于超出其合理控制范围的情形，（包括但不限于劳资纠纷（包括全球和地方罢工和/或停工）、火灾、战争、暴动、内乱、恐怖主义行为、流行病、自然灾害、极端天气条件、货币限制、网络相关事件、进出口限制、电信故障或中断、第三方网络/通讯服务的中止（包括失去特许权、解散、破产或停业）、网络和/或通信技术的逐步淘汰或更换、政府行为、影响整个行业的无法采购部件的情况以及任何影响分供商相对于卖方的表现的类似情况等）而延迟履行或无法履行其义务，卖方将不会对任何延迟或无法履行义务的情形承担任何责任。如果相关事件的影响持续超过连续三个月，则任何一方均可终止本合同。

14.2. If, between the date of Seller's quotation (or, if none, the order confirmation) and the date of Product delivery, there is an aggregate increase exceeding 10% in the Seller's cost of any raw material, component, transportation, duties, taxes, or any combination thereof, (relative to the cost at the time of the quotation or, if none, the time of order confirmation), or if changes in laws, regulations, tariffs, or other governmental

requirements result in such an increase, the full amount of such increased costs shall be automatically and unilaterally added to the price payable by Buyer. Seller reserves the right to adjust the price accordingly or require Buyer to pay these additional costs as a condition for delivery. Any delay in payment of such costs entitles Seller to suspend or cancel delivery without liability. Buyer assumes all risks associated with such cost increases, and Seller has no obligation to absorb or mitigate these costs. 如果在卖方的报价之日（或，如果没有，订单确认日期）与产品交付日期之间，卖方因任何原材料、组件、运输、关税、税款或其任何组合的成本（相对于报价时的成本，或，如果没有，订单确认之时的成本）累计增加超过 10%，或因法律、法规、关税或其他政府要求的变化导致此类成本增加，则增加的全部成本应自动且单方面地添加到买方应付的价格中。卖方保留相应调整价格的权利，或要求买方支付这些额外费用作为交付的条件。若买方延迟支付此类费用，卖方有权暂停或取消交付，且不承担任何责任。买方承担与此类成本增加相关的所有风险，卖方无义务承担或减轻这些成本。

## 15.0 Disputes 纠议

15.1. The parties shall seek to settle any dispute arising out of or in connection with the Contract, including disputes relating to the existence or validity of the Contract, through mediation administered by the PRC Court in accordance with its rules on mediation in force at the time the request for mediation was submitted. The mediation shall take place in Shanghai, the People's Republic of China.

双方应寻求通过中国法院根据提出调解请求时有效的调解规则进行调解，解决因本合同引起的或与本合同有关的任何争议，包括与本合同的存在或有效性有关的争议（“争议”）。调解将在中国上海进行。

15.2. If the mediation has not resulted in a settlement within 45 days of the request for mediation having been submitted by either party, then the dispute shall be settled by arbitration administered by China International Economic and Trade Arbitration Commission ("CIETAC") Shanghai Sub-Commission (Arbitration Center) in accordance with the rules of arbitration procedure adopted by the CIETAC and in force at the time when such proceedings are commenced. The arbitration shall take place in Shanghai.

如果调解未能在任何一方提出调解请求后的 45 天内达成和解，则应将该争议提交到中国国际经济贸易仲裁委员会上海分会（仲裁中心）按照仲裁申请时中国国际经济贸易仲裁委员会现行有效的仲裁程序规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。仲裁应在上海进行。

15.3. The laws of PRC, excluding any choice of law rules, shall govern the Contract and the settlement of disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

本一般销售及交货条款及争议解决应受中国法律管辖，但不包括任何法律选择规则。《联合国国际货物销售合同公约》将不适用。

# General Terms and Conditions of Sales and Delivery

## 16.0 Export Control and Sanctions 出口管制和制裁

16.1. Products may be subject to export controls and the delivery is conditional upon obtaining required export authorizations. If Seller informs Buyer that a Product is export-controlled, Buyer must comply with all applicable export control laws for any export.  
产品可能受到出口管制，交货的前提条件是获得所需的出口授权。如果卖方告知买方产品受到出口管制，则买方必须遵守所有适用的出口管制法律。

16.2. Each Party represents and warrants that it is not subject to any sanctions or trade restrictions imposed by the United Nations (UN), the European Union (EU), the United States (US), or any other applicable jurisdiction. If either Party becomes subject to such sanctions or restrictions, preventing performance of the Contract, the other Party shall have the right to terminate the Contract immediately upon written notice, without liability or obligation for such termination.  
各方声明并保证其并未受到联合国（UN）、欧盟（EU）、美国（US）或任何其他适用司法管辖区施加的任何制裁或贸易限制。如果任何一方受到此类制裁或限制，并且因此而无法履行合同，另一方则有权在发出书面通知后立即终止合同，且对此类终止不承担任何责任或义务。

16.3. Buyer shall not knowingly transfer, export, or re-export Products, directly or indirectly, to any country, entity or individual that is under sanctions or embargo by the UN, EU, US or any other relevant international regulatory body.  
买方不得故意将产品直接或间接转让、出口或再出口给受到联合国、欧盟、美国或任何其他相关国际监管机构制裁或禁运的任何国家、实体或个人。

16.4. In compliance with Council Regulation (EU) No 833/2014 and Council Regulation (EU) No 765/2006, Buyer shall not sell, export, or re-export, directly or indirectly, any Products covered under Article 12g or Article 8g of these Regulations to the Russian Federation or Belarus, or for use therein. Buyer shall use best efforts to prevent any third parties downstream, including resellers, from circumventing these restrictions and shall maintain adequate monitoring mechanisms to ensure compliance.  
根据欧盟理事会第 833/2014 号条例和第 765/2006 号条例，买方不得直接或间接向俄罗斯联邦或白俄罗斯出售、出口或再出口本条例第 12g 条或第 8g 条所涵盖的任何产品，或者为了在俄罗斯联邦或白俄罗斯使用而进行出售、出口或再出口。买方应尽最大努力防止任何下游第三方（包括转售商）规避这些限制，并应保持适当的监控机制以确保遵守这些限制。

16.5. Seller may suspend or terminate any agreement with Buyer without notice and claim damages if Buyer breaches any representation or undertaking under clauses 16.1–16.4.  
如果买方违反第 16.1-16.4 条规定的任何声明或承诺，卖方则可不经通知中止或终止与买方的任何协议，并要求赔偿损失。