

GENERAL CONDITIONS OF SALE

销售条款综述

GENERAL

综述

1. These general conditions shall apply to our quotations and sales agreements. Other conditions will apply if and in so far as both parties have expressly so agreed in writing.

销售条款须应用于我方所有的报价单和销售协议。(除非双方另有书面约定)。

2. The acceptance of our unconditional order of the purchaser by letter, telex, telegram, email, sms or telephone implies acceptance of these general conditions.

对我公司通过电传、传真、电子邮件、短信或电话等方式下达的订单的接受，即意味着对该销售条款的接受。

QUOTATION

报价

3. All our quotations are without engagement; prices, conditions delivery dates are for the quantity specified.

我方的报价不是最终的报价。我方的价格、交货日期等均是针对特定数量的产品而言的。

ACCEPTANCE OF ORDERS

订单的接受

4. All orders require our acceptance in writing. Orders can only be accepted at prices prevailing at the date of dispatch. Orders having been confirmed by us cannot be countermanded by either party except with the other party.

我方所有的订单要求以书面形式表明接受条款。只有在出货日当天有效价格的订单才可以被接受。不可单方面取消已经确认的订单。

5. Business entered into on our behalf by agents or representatives becomes binding on us only after we have issued a confirmation in writing.

由我方代理或销售代表代表公司商谈的业务，只有在经过我公司的书面确认后，才具有法律约束力。

DELIVERY PROMISES

交付承诺

6. Except when otherwise expressly agreed by us in writing, our delivery times are approximate and are based on conditions and circumstances known to us at the date of our order confirmation.

除非有我方明确的书面同意，否则我方的交货日期一律是基于我方在订单确认日对已知条件和环境大略估计的日期。

WARRANTY

保证

7. We warrant that the goods manufactured by us are of merchantable quality and further that they are manufactured in accordance with the customs and practices commonly used in our industry. Unless expressly agreed otherwise in writing, we do not warrant our goods or any parts thereof to be suitable for purchaser's intended use or for any particular purpose and we do not guarantee the life of these goods.

我们认为我们制造的产品是具备适销质量的，进一步讲是按照行业通用的规范和惯例来制造的。除非双方另有书面约定，我们不担保我们的产品及配件能满足购买方特定的用途或特殊的目的，并且我们也不担保产品的使用寿命。

8. Capacities, weights, dimension, colors, silk-screen and material thickness of the goods – whenever applicable - as written in our order confirmation, are subject to the manufacturing tolerances of the suppliers of the materials and to those of our own works.

关于注明在我们订单确认书上的产品的容量、重量、尺寸、颜色、丝印和材料厚度，均会受供应商材料和我们自有产品的公差范围的影响。

9. The purchaser is bound to check of the goods immediately upon receipt. Goods claimed by the purchaser to be defective must after notification to us be returned to our works, carriage paid within 7 days from the date of delivery accompanied by a full statement of the alleged defects. Our liability is limited to the repair, or, in our option, to the replacement of any such goods that are recognized by us as being defective owing to faulty material and/or workmanship and to refund to the carriage on such goods. Any and all further liability or responsibility is herewith excluded. Consequently we are not liable for indemnification of loss, damage or injury suffered by the purchaser and/or third parties which is directly or indirectly caused by or a result of our occurred in connection with the sale or delivery of the goods concerned, or caused directly or indirectly, by negligence of any of our employees. If the returned goods are finally found to be qualified, all the relevant losses incurred shall be undertaken by the purchaser.

Claims under this article will not be rewarded if and as long as the purchaser is in breach of any obligation, contractual or otherwise, towards us.

买方收到货物后应立即检查货物。买方发现有质量问题的货物必须在通知我方后方可退回，运费需在从交货日期开始的7天内支付，并附上一份完整的关于货物质量问题的声明。超出我们维修能力范围的，或者经我们确认由于原材料或生产工艺存在缺陷而造成质量问题的产品，我们予以更换并退还有质量问题的产品的运费。除此之外的其他责任和义务我们不予承担。因此我们不负责赔偿由买方和或第三方直接或间接引起的、或是与我方销售或发货相关的、或是由于我方员工疏忽直接或间接造成的损失、破损或损坏。如果退回后我们发现货物没有质量问题的，买方应承担因此而造成所有损失。

TERMS OF DELIVERY

交付条件

10. Unless otherwise agreed, all our prices are for local mainland delivery or delivery ex our works, loaded on vehicle. Purchaser's transport instructions become binding on us only after we have issued a confirmation in writing.

In the absence of instructions on the due date from the purchaser we will dispatch the goods by transport methods that we consider most suitable without liability on our part that the freight charges of the chosen method are the lowest or that the chosen method offers the fastest delivery.

In the case of delivery, free customers works, we shall not be liable for loss or damage to the goods while in transit.

It is the responsibility of the purchaser to advise us of any regulations issued by government or other authorities that are to be complied with by us in connection with the supply of any goods to the purchaser.

除非另有约定，我方所有价格都为当地陆地交货或工厂装车交货。买方的运输指令只有在我方发出书面形式的确认后才具有约束力。

到期日没有买方指令的，我方会以我方认为最合适、不需我方承担运费的、价格最优惠、速度最快的运输方式发出货物。对于客户自提的货物,我们对货物的任何损失或因运输途中造成的货物损坏不负任何责任。,

买方有责任告知我方任何由政府或其他有关部门颁布、我方须遵守的关于供货给买方的规定。

11. Unless expressly agreed otherwise in writing, we shall not be liable for any delay in delivery. Terms of delivery indicated by us are approximate only and without engagement. We reserve the right to postpone deliveries or to cancel wholly or partially the unfulfilled part of any contract or contracts with the purchaser if the purchaser fails to fulfill any of his obligations under the contract ;if for reasons of force majeure whether happening in respect to our works or in respect to those of our suppliers, we and the supplier shall wholly or partially be prevented from duly fulfilling our obligations under the contract. Under this situation, no party shall undertake any responsibility for the other party, but the party which suffers the force majeure shall inform the other party as soon as possible and takes all actions to prevent the losses from increasing.

除非另有明确的书面约定，，我方对迟延发货不承担责任。我方表明的交付条件仅是大略估计并无约束力。如果买方未能履行合同上的任何一项义务，我方保留推迟交付的权力，及保留全部或部分取消与买方签订且尚未履行完毕的合同的权力如果发生不可抗力事件，任何一方可全部或部分免除履行合同的义务。但是遭遇不可抗力的一方应尽早将遭遇不可抗力事实通知另一方，并采取一切措施避免损失的进一步扩大。

PAYMENT

付款方式

12. Our prices are net and subject only to deductions expressly agreed by us in writing. Payment on the due date is a condition precedent upon subsequent deliveries.

我方价格为实价，除非有双方明确的书面同意才能有对价格进行扣减。付款的到期日期是随后交付的先决条件。

13. The purchaser shall be in default by the mere expiration of the term of payment, as well as in the event of bankruptcy, moratorium of payments or winding up. As soon as the purchaser is in default in respect of any obligation towards us whatsoever, any and all sums owing to us – regardless of their origin – will become immediately due and payable.

如买方逾期未付、遭遇破产、歇业、清算等事项时，买方即构成违约。一旦买方违约---无论原因是什么---所有

结欠我们的货款即视为到期，应当立即支付。

14. Interest at the rate of 1.5% per month will be due in respect of all outstanding sums after expiration of the term of payment until receipt of payment by us.

逾期未付的，买方应当支付 1.5%/月的违约金，直至付清为止。

RESERVATION OF PROPERTY

财产的保留

15. The goods remain our property – regardless whether the goods have already been put at the disposal of the purchaser – until full payment of all sums owing from purchaser to us, regardless their origin, have been received by us.

(lawyer's explanation: once the third party pays for the goods to the purchaser, then, the third party's legal rights shall be protected by law. We have no rights to take back the goods from third party .we can only claim from the purchaser. Further, this condition is only binding between the purchaser and us, so it can't apply to the third party) .

在买方付清所有货款前，无论货物是否已经交付给了买方，货物的所有权仍然属于我们。

MISCELLANEOUS

其它

16. All copyright, design copyright and other industrial property rights subsisting in the company's products shall remain the property of the company and/or any of its parent or subsidiary companies, and the goods shall not be copied or otherwise reproduced without the prior written consent of the company.

所有公司产品版权、设计版权以及其他工业产权均属于公司和总公司或子公司财产，未经我方事先书面同意，买方不得复制或抄袭。

17. Unless otherwise agreed, Signed contract location is the seller's location.

没有特殊约定，合同签署地点为卖方所在地。

18. All our quotation and contracts are constructed under and shall be governed by the Chinese Law.

我方所有的报价单和合同都遵循中国法律。

Seller:

卖方:

Buyer:

买方: