

These Conditions have the purpose of preventing and resolving misunderstandings and disputes by detailing those rights and obligations of the Seller and Buyer that are permitted by applicable law to be specified by agreement of contracting parties.

1. Effectiveness, Scope and Modification of These Conditions

- 1.1 These Conditions shall apply to every product that Seller has sold, supplied or leased, or offered or agreed to sell, supply or lease and to all services and other transactions, including without limitation assembly, installation, commissioning, maintenance, repair, sale or other supply of replacement parts or spare parts. In these Conditions, all such products, services and transactions are included within the meaning of the word "Item"
- 1.2 These Conditions shall constitute an integral part of any quotation, confirmation, contract, contract offer, contract counter-offer, contract acceptance or bill of sale (collectively referred to herein as a "Sale Document") issued by or acknowledged by Seller which refers to, is attached to or appears on the opposite face of paper or other media on which these Conditions appear.
- 1.3 In these Conditions, the meaning of "Buyer" shall include any person, company or entity that offers or agrees to buy or lease any item, or receives a Sale Document from Seller and shall include any end-user if Seller acknowledges in writing that a Buyer intends to, and if such Buyer does, agree to resell (without using, installing or unpacking) any item to such end-user. However, except as expressly stated to the contrary herein, all time periods stated in these Conditions and the Sale Document that refer to "Buyer" shall be deemed to refer to the first Buyer.
- 1.4** These Conditions shall constitute an integral part of any contract that exists between Seller and any Buyer that has received or acknowledged a Sale Document and any contract between Seller and any end-user purchasing from such Buyer (each such contract being referred to herein as a "Sale Contract").
- 1.5 The Sale Document and these Conditions shall replace any conditions proposed by Buyer and override any contrary provisions in all previous understandings or agreements or communications between Seller and Buyer with respect to the items covered by the Sale Document.
- 1.6 The Sale Document and these Conditions set out Buyer's sole remedies against Seller under all applicable laws, regulations and legal principles, including without limitation all ordinances and common law of the Hong Kong Special Administrative Region, the PRC Contract Law, the PRC Product Quality Law, the PRC Law on the Rights

and interests of Consumers, the PRC Security Law, and any other applicable civil law and tort law of any jurisdiction.

- 1.7 These Conditions, the Sale Document and any Sale Contract may not be modified or amended by any later counter-offer, by any acts of any person, or by any document other than an express amendment signed by an "Authorized Representative" of Seller, which shall mean a director, general manager, deputy general manager, vice-president, sales department head or finance department head of Seller.

1.8 If any term in the Sale Document is left blank or is omitted, then the corresponding term set out in these Conditions shall apply.

- 1.9 If, after receiving the Sale Document, Buyer fails to confirm it in writing, but Buyer issues any item delivery instructions, accepts any item delivery, or takes any other action that implies confirmation of the transaction referred to in the Sale Document, then Buyer shall be deemed to have accepted these Conditions.

2. Effective Date; Deadlines

2.1 The Sale Contract shall become effective and legally binding on the Buyer and Seller immediately upon both parties having signed or otherwise accepted the Sale Document.

2.2 Except as specified to the contrary, "days" shall include all weekends and public holidays.

2.3 If Buyer fails to comply completely with any deadline relating to an item (including without limitation providing technical specifications, arranging Seller's receipt of payments or letters of credit, or collecting items from Seller's premises if so agreed), then:

- All deadlines applicable to Seller in respect of such item shall be deemed waived, and
- Substitute deadlines must be confirmed in writing by an Authorized Representative of Seller.

2.4 If such non-compliance by Buyer continues for seven (7) days, Seller may elect to deem Buyer to have terminated the Sale Contract in respect of such item, and/or all other items covered by the same Sale Contract.

2.5 In the event of an unexcused failure by Seller to comply with an agreed delivery date for an item, then Seller shall remain obligated to sell such item, and Buyer shall remain obligated to buy such

item, provided that the price of such item shall be reduced by zero point five percent (0.5%) for each delay of seven (7) days or less, provided further that the maximum reduction under this clause shall be five percent(5%). Such price reduction shall be in the nature of liquidated damages ,and shall be Buyer's sole remedy, for such delay. Buyer waives any other remedies relating thereto, regardless of whether or not Buyer incurs other damages and regardless of whether of not they are foreseeable or known to Seller.

3 Buyer's Responsibilities, inspection, Remedies & Waivers

- 3.1 Buyer shall be responsible (and, by accepting the Sale Document shall be deemed to warrant that Buyer has the skills and experience that are necessary) to ensure that after delivery all its incorporation into equipment, Vehicles or system of any item, and all its storage, handling, use, resale, sale or advertising, processing or assembly of any item or any such equipment, vehicles or system, will be performed safely, properly and in accordance with all instructions issued by Seller.
- 3.2 "**Buyer's Receipt**" shall mean the arrival of items at Buyer's premises. "**Seller's Dispatch**" shall mean the dispatch of items by Seller from its premises or warehouse, addressed to Buyer or Buyer's agent provided that, if it has been agreed that Buyer or Buyer's agent will collect items at Seller's premises, then "Seller's Dispatch" shall mean Seller making goods available for collection at Seller's premises and giving Buyer or Buyer's agent reasonable notice of such availability.
- 3.3 Buyer shall open all packaging and make a visual inspection of all items within (7) days of Buyer's Receipt and within two (2) months of Seller's Dispatch, Whichever occurs earlier. Such inspection shall be conducted in a manner and with a level of competence sufficient to detect any non-conformance of items that is visible without any installation or trial usage.
- 3.4 Buyer shall conduct installation, trial usage and / or testing within one (1) month of Buyer's Receipt and within three (3) months of Seller's Dispatch, whichever occurs earlier. Such installation, trial usage and/or testing shall be conducted in a manner and with a level of competence sufficient to detect any non-conformance with the agreed specifications.
- 3.5 Buyer shall, in the course of all item installation, commissioning and usage, pay close attention, and shall make inspections at reasonable intervals, in order to detect whether there is any Defect or other non-conformance of such item.
- 3.6 If Buyer fails to provide Seller with notice (containing a description) of any Defect or non-conformance within seven (7) days of the date when it has been discovered, or the date when it should

have been discovered, then Buyer shall be deemed to have waived all claims in respect of such Defect and non-conformance.

- 3.7 If Buyer, within the deadlines specified in these Conditions, provides Seller with a notice and description of any Defect or non-conformance, then:
- Seller may acknowledge the existence and details of such Defect or non-conformance in reliance on Buyer's description. Alternatively, Seller may make its own investigation before deciding its position on the existence and details of such Defect or non-conformance.
 - Upon acknowledging the existence and details of any Defect or non-conformance, Seller may repair or otherwise correct such Defect or non-conformance.
 - Any repair or correction implemented by Seller shall be at Seller's expense provided that, if a defective or non-conforming item is located outside of mainland China, Hong Kong region and Macau region, Buyer shall bear Seller's reasonable expenses for travel to and lodging at such location.
 - Buyer shall ensure that Seller and its representatives have access sufficient to investigate, repair and correct items alleged to have a Defect or non-conformance.
 - If such repair or correction is determined by Seller in its sole discretion to be technically or financially impractical, then Seller shall elect between replacing (upon Buyer's return of) every item alleged to have a Defect or non-conformance, and refunding all(or, if appropriate, a portion) of purchase price of such items.
- 3.8 The preceding procedures, repair, correction, replacement or refund shall be Buyer's sole remedy for any Defect and non-conformance of any item.
- ### 4. Seller's Warranties & Disclaimers
- 4.1 Seller's warrants that, subject to any limitation set out in the Sale Document or elsewhere in these Conditions, all items manufactured by Seller or by any affiliate of Seller will be free from any "**Defect**", which shall mean a substantial defect, that prevents normal performance under normal conditions of use, in material and workmanship for the following time periods (except as otherwise specified in the Sale Document):
- For items based on hydraulic and pneumatic technology, the shorter of twelve (12) months from the date when such item is commissioned and eighteen (18) months from Seller's Dispatch.
 - For all other items, the shorter of six (6) months from the date when such item is commissioned and twelve (12) months from Seller's Dispatch. Claims under this warranty shall be handled in accordance with clause 3.6 above and Seller's

liability therefore shall be limited in accordance with clause 3.7 above.

- 4.2 In respect of all items that are not manufactured by Seller or by any affiliate of Seller, Seller warrants only that, if they conform to the design and specifications promised by the manufacturer, they will be suitable to be used in combination with the other items supplied by Seller and, if they are physically assembled by Sellers into larger items, Seller shall at the time of assembly make a visual inspection for damage and completeness. In respect of the material and workmanship of such items, Seller makes no warranty and Buyer shall rely solely on warranties, if any, available from the manufacturer, provided that Seller shall provide liaison assistance in order to facilitate Buyer's enjoyment of all manufacturers' warranties.
- 4.3 Seller warrants that it does not know or suspect that any item or any element thereof or Seller's trademark, if affixed thereon, would infringe any intellectual property right of any third party.
- 4.4 Except as expressly warranted in the immediately preceding three clauses (4.1, 4.2 and 4.3) or as expressly agreed to the contrary in writing by an Authorized Representative of Seller, Seller disclaims and other warranty.
- 4.5 Item descriptions, technical data and specifications shall be as expressly referenced in the Sale Document. If Buyer desires the Sale Contract to incorporate any description, technical data or specifications from another source, such as any catalogue, brochure, price list or other published material, then Buyer must obtain written confirmation of such incorporation from an Authorized Representative of Seller.
- 4.6 All of Seller's warranties and obligations shall extend only to Buyer and not to any other person.
- 5. Limitations on Seller's Liability**
- 5.1 Seller shall have no liability for any indirect losses or damages including and without limitation to storage costs, loss of profit, loss of market share, loss of opportunity, or damage to reputation and the like - notwithstanding any other provision of the Sale Document or any Sale Contract or any agreement or communication between the parties.
- 5.2 Seller shall have no liability for any cost, loss, damage or injury that results from any actions of Buyer, including storage, handling, use, resale, sale or advertising, processing, assembly or in incorporation into equipment, vehicles, systems or other items of any item, or of any item into which any item has been assembled, incorporated, installed or processed.
- 6. Payment, Set-off and Interest**
- 6.1 Unless otherwise specified in the Sale Document, Seller shall have the right to present invoices by

post, hand delivery of fax before, simultaneous with, or after production, shipment or delivery, and all amounts payable from Buyer to Seller shall be due immediately upon such presentation.

- 6.2 Buyer shall have no right to make any set off (e.g., of any amounts payable by Seller) against any invoice of Seller or payment due from Buyer.
- 6.3 In the event that any payment due from Buyer is overdue by more than twenty-one (21) days then, without prejudice to any other right or remedy available to Seller, Buyer shall pay, from the original due date until the date of payment, interest at two percent (2%) per month, which interest shall accrue daily and shall compound monthly.
- 6.4 In the event that any payment due from Buyer to Seller or to any affiliate of Seller is overdue by more than sixty (60) days then, without prejudice to any other right or remedy available to Seller, Seller shall have the right, by means of written notice to Buyer to terminate all Sale Contracts between Buyer and Seller with immediate effect.
- 6.5 In the event that after the prepayment made by the Buyer, the Buyer terminates the Sale Contracts unilaterally, or the Seller terminates the Sales Contract due to the default of the Buyer, without prejudice to any other right of the Seller to be compensated according to this Sales Condition, the prepayment made by the Buyer shall not be returned by the Seller.
- 7. Termination**
- 7.1 Upon the termination of a Sale Contract resulting from a breach by Buyer, without prejudice to any other available remedies:
- Seller shall be entitled to dispose, in any manner that Seller sees fit, of all items and materials that were designated for sale to Buyer, and
 - Seller shall be entitled to compensation for Seller's actual and reasonable damages resulting from such termination, but not to exceed the purchase price of such Sale Contract.
- 8. Retention of Ownership**
- 8.1 Regardless of who has possession thereof, Seller shall hold sole and complete ownership in all items for which payment has not been completed of the entire purchase price. No act or failure to act by any person shall confer or be deemed to confer on Buyer, or on any other person, any ownership in such items.
- 8.2 Buyer shall keep such items separate from other assets in its possession (except when installing one item in or on another item is part of the normal course of business) and shall not remove or obscure any mark placed thereon by Seller.
- 8.3 If Buyer commingles, with any other assets, any of such items, then Seller's ownership shall extend to all commingled assets until Buyer terminates

such commingling.

- 8.4 Buyer shall on request assist Seller to inspect such items at all reasonable times and, after any payment in respect of such items has become overdue, Seller shall have the right to enter Buyer's premises for the purpose of retaking possession of such items.
- 8.5 Notwithstanding the preceding clauses governing ownership, after delivery of an item, Buyer shall bear all risks relating thereto and shall bear sole responsibility to arrange insurance thereof.

9. Language, interpretation and Modification

- 9.1 These Conditions are written in the English language version. Any version prepared in any other language shall be deemed only a reference translation. In the event of any discrepancy with a version in any other language, the English language version shall prevail.
- 9.2 The Parties shall endeavor, through negotiations in good faith, and the responsible arbitration tribunal or court shall have the authority, to replace any invalid provision with valid provisions the effect of which comes as close as legally possible to that of the invalid provision.
- 9.3 Except as expressly stated to the contrary elsewhere in these Conditions or in a Sale Documents, any forbearance or delay by either party in exercising any right or remedy under the Sale Document or any Sale Contract shall not constitute a waiver by such party of any breach operate as a waiver of any subsequent or any continuing breach.

10 Governing Law

The law governing the validity, interpretation, implementation and termination of these Conditions, the Sale Document and any Sale Contract shall be determined as set out below:

- 10.1 If Seller or Buyer has been established in the Hong Kong region, Taiwan region or Macau region or outside the PRC, then the governing law shall be the law of the Hong Kong Special Administrative Region, provided that Buyer shall be entitled to demand, in writing within thirty (30) days after first receiving these Conditions, that the governing law be the national law of the PRC.
- 10.2 If neither Seller nor Buyer has been established in the Hong Kong region, Taiwan region or Macau region or outside the PRC, then the governing law shall be the national law of the PRC.

11 Arbitration

Any dispute relating to the validity, interpretation, implementation and termination of these Condi-

tions, the Sale Document or any Sale Contract, shall be finally resolved through binding arbitration, conducted in the English language, as set out below:

- 11.1 If Seller or Buyer has been established in the Hong Kong region, Taiwan region or Macau region or outside the PRC, then arbitration shall be conducted in Hong Kong under the international rules (as modified by these Conditions) of the Hong Kong international Arbitration Centre with a tribunal of one (1) arbitrator appointed by the Centre.
- 11.2 If neither Seller nor Buyer has been established in the Hong Kong region, Taiwan region or Macau region or outside the PRC, then arbitration shall be conducted in Shanghai at the premises of the Shanghai Sub-Commission of the China international Economic and Trade Arbitration Commission ("**CIETAC**") in accordance with its rules (as modified by these Conditions), provided that the sole arbitrator or (if applicable) the presiding arbitrator shall not be a citizen of a country in which either party has its principal place of business.
- 11.3 The international Bar Association Rules on the Taking of Evidence in international Commercial Arbitration shall apply together with, and in the event of any inconsistency shall prevail over, the rules of the arbitration commission or centre.
- 11.4 The award of the arbitration tribunal shall be final and binding and all arbitration costs including attorneys' fees shall be borne by the losing Party.

12 Assignment; Force Majeure

- 12.1 Neither party has the right to assign or subcontract any of its obligations or benefits under the Sale Document or any Sale Contract without the prior written consent of the other party, provided that provision of services such as installation, commissioning and repair by the manufacturer of an item shall not be deemed to be assignment or sub-contracting by Seller. Notwithstanding any assignment or sub-contract, Buyer shall continue to guarantee all its original payment obligations.
- 12.2 Other than Buyer's obligation to make payments in accordance with any Sale Contract, neither party shall be under any liability to the other party for any delay or failure to perform the first party's contractual or statutory obligations either in whole or in part where such delay or failure is due to an event or force majeure such as acts of God, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities, war, riots or other acts of civil disobedience, acts of or restraints imposed by governments or other legal authorities, industrial or trade disputes, delays or non-sale by customary sellers, or breakdown of transport or machinery, or other events beyond its reasonable control.

博世力士樂集團
銷售條件書（參考號碼：1001）
--2002年6月30日修訂版

Rexroth
Bosch Group

本條件書旨在通過對適用法律允許合同雙方以協議形式規定之賣方和買方的權利，義務進行個體規定，以防止和解決誤會及分歧。

本條件書的有效性、範圍和修改

本條件書適用於賣方已出售、供應、出租或已要約或同意出售、供應、出租的每一產品，並適用於全部服務及其他交易，包括但不限於組裝、安裝、調試、維護、維修、替換件或零備件的銷售或其他供應。在本條件書中上述所有產品、服務和交易均包括在“貨品”一詞的含義內。

- 2 本條件書構成其所提及、所附載或其背頁或其他媒體背面所載明，由賣方發出或確認的任何報價、確認書、合同、合同要約、合同反要約、合同承諾或賣契（在本條件書中合稱銷售文件）的一個組成部分。
 - 1.3 在本條件書中，“買方”一詞包括要約或同意購買、租用任何貨品或收到賣方銷售文件和任何人、公司或實體，如果賣方書面而確認買方打算轉售、而且買方的確同意轉售（而未使用、安裝或開包取出）任何貨品給某一最終用戶，“買方”一詞也包括最終用戶。但是，除非本條件書明確地作出相反說明，否則本條件書和文件中所述的時間期限在涉及“買方”時，應視為指第一買方。
 - 1.4 本條件書構成賣方與收到銷售文件的任何買方之章的任何合同的一個組成部分，也構成賣方與向述買方購買貨品的任何最終用戶之間的任何合同的一個組成部分（上述每一合同在本條件中稱為“銷售合同”）。
 - 1.5 銷售文件和本條件書取代買方提出的任何條件及賣方之前就銷售文件有關的貨品達成的一切諒解、協議或通訊中的任何相反規定。
 - 1.6 銷售文件和本條件書載明了買方在所有適用的法律、法規和法律原則（包括但不限於香港特別行政區的所有條例及普通法、《中華人民共和國合同法》、《中華人民共和國消費者權益保護法》、和任何管轄區域內任何其他適用的民法和侵權法）下買方針對賣方的唯一補救權。
- 7 本條件書、銷售文件和任何銷售合同不得由任何將來的反要約、任何人士的任何行為或任何文件予以更改，除非賣方授權代表簽署明確的修訂本。賣方授權代表指賣方的董事、總經理、副總經理、副總裁、銷售部門負責人或財務部門負責人。
- 8 如果銷售文件中有任何空白或遺漏條款，則應適用本條件書中載明的相應條款。
- 9 如果買方收到銷售文件之后未予以書面確認，但卻發出任何貨品交貨指示、接受任何貨品的交貨或採取默示確認銷售文件中所述交易的任何其他行動，則買方應被視為已接受本條件書。
 - 2 生效日期：期限
銷售合同于雙方簽署或以其他方式接受銷售文件之后立即生效並對雙方有法律約束力。
 - 2.2 除非有相反規定 否則“ ”包括所有周末和公共假日。
 - 2.3 如果買方未能完全遵守某一貨品的任何期限（包括但不限於提供技術規格、安排賣方收取首期付款或信用證或按協議在賣方場所提取貨品），則：
 - 適用於賣方的有關該貨品的一切期限應視為放棄，和
 - 替代期限必須經賣方授權代表書面確認。
 - 2.4 如果買方的該等逾期連續七（7）日，賣方可以選擇視同買方已就所涉貨品終止銷售合同和 / 或就同一銷售合同包括的所有其他貨品終止銷售合同。
 - 2.5 如果賣方無正當理由沒有遵守某一貨品的約定交貨期限，賣方應繼續有義務出售該貨品，而買方應繼續有義務購買該貨品，但該貨品應減價，每延誤七（7）日減百分之零點五（0.5%），不足七（7）日的按七（7）日計，根據本條作出的減價最多為百

分之五(5%)。該減價屬約定損害賠償，是買方有關遲延交貨的唯一補救。不論買方是否受到其他損害，並不論賣方是否可以預見這些損害，買方均放棄有關遲延交貨的所有其他補救。

3 買方責任、檢驗、補救和放棄

3 買方應負責（并因買方接受銷售文件而應被視為保證買方具有必要的技能和經驗）確保在交貨后將安全地、適當地而且依照賣方發出的一切指示進行任何貨品與設備、工具或系統的一切裝配和進行任何貨品或上述任何設備、工具或系統的儲存、處理、使用、轉售、銷售或廣告推銷、加工、組裝。

3.2 “**買方收貨**”指貨品到達買方場所。“**賣方發貨**”指賣方從其場所或貨倉向買方或買方代理人發出貨品，但是，如果協定由買方或買方代理人在賣方場所收取貨品，則“**賣方發貨**”指賣方在其場所備貨品并合理通知買方或買方代理人已經備好貨品。

3.3 買方應在買方收貨七(7)日內或賣方發貨兩(2)個月內（以較早日期為準）打開全部貨品的包裝進行直觀檢查。上述檢查應運用不進行安裝或試用就足以發現貨品中任何可見的不符之處的方法和技能水平來進行。

買方應在買方收貨一(1)個月內或賣方發貨三(3)個月內（以較早日期為準）進行安裝、試用和 / 或測試。安裝、試用和 / 或測試應運用足以發現任何與約定規格不符之處的方法和技能水平來進行。

3.5 買方應在所有貨品的安裝、試用和使用過程中密切注意并每隔一段合理時期進行檢查，以發現貨品中是否存在任何缺陷或其他不符之處。

3.6 如果買方未能在任何缺陷或其他不符之處被發現或理應被發現之后七(7)日內向賣方提供關於該缺陷或其他不符之處的通知（包括說明），則買方應被視為已放棄就該缺陷或不符之處提出任何請求。

3.7 如果買方在本條件書規定的期間內向賣方發出關於任何缺陷或其他不符之處的通知（包括說明），則：

- 賣方可依賴買方的說明確認該缺陷或不符之處的存在和詳情，也可以在自行調查后才決定其對該缺陷或不符之處的存

在和詳情的立場。

- 賣方在確認任何缺陷或其他不符之處的存在和詳情之后，可維修或以其他方式糾正該缺陷或不符之處。
- 賣方所進行的維修或糾正應由賣方自行承擔費用，但，如果有缺陷或其他不符的貨品位于中國大陸、香港特別行政區及澳門特別行政區之外，買方應負責賣方往返該地及當地住宿費用。
- 買方確保向賣方及其代表提供充分的方便，以便其調查、維修和糾正聲稱的缺陷或其他不符之處。
- 如果賣方完全自行確定上述維修或糾正技術上或財務上不實際可行，則賣方應選擇（在買方退貨之后）更換每件被聲稱存在缺陷或其他不符之處的貨品，或退還該貨品的全部（適當時則為部分）購買價款。

3.8 上述程序、維修、糾正、更換或退款，是買方就任何貨品的任何缺陷和不符之處擁有的唯一補救。

4 賣方的保證和不承擔責任聲明

4 賣方保證，在銷售文件或本條件書其他條款所規定的任何限制的前提下，賣方或其任何關聯公司所制造的一切貨品將不存在任何“缺陷”。缺陷指妨礙貨品在正常使用條件下在下列期間內妨礙正常工作的、在材料和工藝上的實質性缺陷（銷售文件中另有規定的除外）：

- 對液壓或氣壓技術貨品，應為買方試用該貨品之日后的十二(12)個月或賣方發貨后的十八(18)個月，以較短的期間為準。

對其他貨品，應為買方試用貨品之日后的六(6)個月或賣方發貨后的十二(12)個月，以較短期間為準。

依照本保證提出的請求應依照上述第3.6條辦理，而賣方的責任限于上述第3.7條規定之範圍。

4.2 對於并非由賣方或其任何關聯公司制造的一切貨品，賣方僅保證如果它們符合制造商所允諾的的設計和規格，將適宜與賣方供應的其它貨品共同使用，而且，如果它們是由賣方在實體上組裝為較大的貨品，賣方應在組裝時進行直觀檢驗視其是

否有損壞和是否完整。對於上述貨品的材料和工藝，賣方不任任何保證，而買方應只依賴制造商提供的任何保證，但賣方應提供聯系上的協助，以便買方享有制造商的一切保證。

- 4.3 賣方保證其不知道或懷疑任何貨品或其任何部分或其上所附的賣方商標（如有）侵犯任何第三方的任何知識產權。
- 4.4 除前述第4.1、4.2及第4.3條款明確規定之保證或賣方授權代表書面明確作出相反的同意之外，賣方不作出任何其它保證。
- 4.5 貨品的說明、技術數據和規格應以銷售文件明確規定為准。如果買方希望銷售合同同中包括另一來源的任何說明、技術數據或規格，例如任何目錄、簡介、價目表或其它刊登材料，則買方必須取得賣方授權代表對包括該等材料的書面確認。
- 4.6 賣方的一切保證和義務只提供給買方 不提供給任何其它人士。
- 5 賣方責任的限制
- 5 對任何間接損失或損害，包括但不限於儲存成本、利潤損失、市場份額損失、機會損失或商譽損害以及類似的損失或損害，賣方不承擔任何責任，不論文件或任何銷售合同或雙方之間的任何協議或通信中有任何其它規定。
- 5.2 對因買方的任何行為（包括儲存、處理、使用、轉售、出售或廣告推銷、加工、組裝或在設備、工具、系統或其它物品中裝上貨品或經過組裝、整合、安裝或加工后含有任何貨品的任何物品）所導致的任何成本、損失、損害或傷害，賣方不承擔任何責任。
- 6 付款、抵銷和利息
- 6 除非銷售文件中另有規定，否則賣方應有權在生產、裝運或交貨之前、同時或之后，通過郵寄、專人遞交或傳真提交發票，而買方應在提交發票后立即向賣方支付該發票款項。
- 6.2 買方無權對賣方的任何發票或買方的應付款項進行任何抵銷（即扣除應付賣方的任何款項）。
- 6.3 如果買方的任何應付款項逾期超過二十一（21）日，則買方應從原來的應付款日起至付款日止每月計付百分之二（2%）的利

息，該利息按日累計并按月計算復利，買方支付該等利息無損賣方享有的任何其它權利或補救。

- 6.4 如果買方應向賣方或賣方任何關聯公司支付的任何款項逾期超過六十（60）日，則賣方有權向買方發出書面通知終止買方與賣方之間的所有銷售合同，終止立即生效，該等終止無損賣方享有的任何其它權利或補救。
- 6.5 如果買方在支付預付款后單方終止銷售合同，或賣方因買方違約而終止銷售合同，則買方向賣方已付的預付款不予返還。且該款項扣留無損賣方根據其他條款取得賠償的權利。
- 7 終止
- 7 在銷售合同因買方違約終止時
 - 賣方有權以其認為合適的方式處置用以向買方銷售的所有貨品及原材料，并且
 - 賣方有權就其因該等終止所受到的實際和合理損失得到賠償，但賠償以該銷售合同的銷售價格為限。

上述補救不影響賣方享有的其他補救

8 所有權的保留

- 8 在貨品的購買價格尚未全部支付之前，無論貨品實際由誰占有，賣方仍享有該貨品唯一和完整的所有權。該貨品中的任何所有權不因任何人士的任何行為或不行為而轉移或被視為轉移給買方或任何其它人士。
- 8.2 買方應將上述貨品與其占有的其它資產分開（除非將一物品安裝在另一物品之中或之上是正常業務過程的一部分），而且不得除去或遮擋賣方置于貨品上的任何標誌。
- 8.3 如果買方將上述任何貨品與其他任何資產混合，賣方的所有權應延伸至所有混合的資產，直至買方消除該等混合。
- 8.4 買方應在賣方要求時協助賣方于一切合理的時間檢驗上述貨品。對於貨款逾期未付的貨品，賣方有權進入買方的場所重新占有這些貨品。
- 8.5 儘管有上述有關所有權的條款，在貨品交付之后，買方應承擔該貨品的一切有關風險，一切有關風險，并單獨承擔負責安排該

貨品的保險。

9 語言、解釋和修改

本條件書以英文書就。以任何其它語言準備的文本應視為僅供參考的翻譯本。如果任何其它語言的文本中有任何不一致之處，以英文文本為準。

雙方應努力通過誠意商討以有效的規定更換任何無效的規定，而相關仲裁庭或法庭有權力作出更換，該有效規定的效果應在法律上可能的範圍內盡量接近無效規定的效果。

- 9.3 除非本條件書其它條款或銷售文件中有相反的明確規定，否則任何一方不行使或延遲行使銷售文件或任何銷售合同下的任何權利或補救權，不構成放棄，也不作為對任何隨後的或任何繼續的違約的權利放棄。

10 管轄法律

本條件書、銷售文件和任何銷售合同的有效性、解釋、實施和終止的法律管轄應按以下規定確定：

- 10 如果賣方或買方是在香港地區、臺灣地區或澳門地區或中華人民共和國境外成立的，管轄法律是應香港特別行政區的法律，但買方應有權在第一次收到本條件書後的三十（30）日內書面要求以中華人民共和國的全國性法律為管轄法律。

- 10.2 如果賣方和買方都不是在香港地區、臺灣地區、澳門地區或中華人民共和國境外成立的，管轄法律應是中華人民共和國的全國性法律。

仲裁

有關本條件書、銷售文件或任何銷售合同的有效性、解釋、實施和終止的任何爭議，應按以下規定通過有約束力、以英語進行的仲裁作出終局的解決。

- 1 如果賣方或買方是在香港地區、臺灣地區、澳門地區或中華人民共和國境外成立的，則仲裁應在香港由香港國際仲裁中心委任一（1）名仲裁員組成仲裁庭根據其國際仲裁規則（經本條件書修改）進行。
- 2 如果賣方和買方都不是在香港地區、臺灣地區、澳門地區或中華人民共和國境外成立的，則仲裁應在上海由中國國際經濟貿易仲裁委員會（CIETAC）上海分會根據其仲裁規則（經本條件書修改）進行，但獨任仲裁員

或（如適用）首席仲裁員不得是任何一方主要經營地所在國的公民。

- 3 國際律師協會國際商業仲裁取證規則應與仲裁委員會或仲裁中心的規則一同適用，如有不一致之處，以前者為準。

- 4 仲裁庭的裁決為終局和有約束力的裁決，包括律師費在內的一切仲裁費用由敗訴方承擔。

12 轉讓：不可抗力

- 2 未經他方書面事先同意，任何一方都無權轉讓或分包其在銷售文件或任何銷售合同下的義務或利益，但是，貨品製造廠提供服務（如安裝、調試或維修）不應被視為賣方的轉讓或分包。不論任何轉讓或分包，買方應繼續保證其原有的全部付款義務。

- 12.2 如果因任何不可抗力，例如天災、火災、爆炸、風暴、水災、閃電、地震以及其它自然災難、戰爭、暴亂或其它民衆抗命行為、政府或其它法律權威的行為或禁制、工業或行業爭議、常用供方的延誤或拒銷、運輸或機械故障或其它在其合理控制範圍之外的事件，導致一方延誤或不履行全部或部分合同義務或法律義務，該方不向對方承擔任何責任，但買方根據任何銷售合同付款的義務除外。