

威健国际贸易(上海)有限公司

STANDARD TERMS AND CONDITIONS OF SALE

制式交易条款

1. **Acknowledge and Acceptance.** Unless otherwise agreed on the contrary, the terms and conditions contained herein shall deem to be the exclusive agreement between Seller and Buyer and Buyer accepts all the terms and conditions contained herein by acknowledge .Under no circumstances shall the terms and conditions contained in Buyer's order or other documents prevail this Acknowledge
知悉与接受.除买卖双方另有约定, 否则本制式交易条款为双方关于买卖关系之唯一依据, 买方于知悉本条款并下订单后即接受本制式交易条款。任何其他买方之订单或其他买方文件效力皆不大于本制式交易条款。
2. **Price and Delivery.** Prices are shown on the applicable invoice. The delivery date and quantity on Buyer's PO shall be confirmed later by Seller.
价格与交货.价格展示于相关的发票上。买方订单上之交货日期及数量将由卖方回复确认。
3. **Payment Term. Seller's shipment obligation is based on the payment received by Seller from Buyer** before the scheduled shipment date unless otherwise agreed on the contrary. Payment is due regardless of performance or outcome of testing .Seller shall be entitled to interest at a up to 1.5% per month on the unpaid balance **and hold the later shipment till all the delayed payment been paid.** Seller reserves the right to charge a deposit in advance in Seller's sole discretion .
付款方式.除非另有约定, 当卖方于预计出货前收到货款后才有出货义务。当买方逾期付款时, 卖方保留要求按月 1.5% 之迟延履行利息, 卖方并得暂停后续之出货直至买方付清逾期货款且卖方无庸负担延迟交货责任。卖方并保留收取订金的权利。
4. **Title and Risk.** Unless otherwise agreed on the contrary , title and risk of the goods shall pass to Buyer on Seller's shipment. Buyer acknowledge that the delivery dates are estimated only and may be changed by Seller .Seller shall do its best effort to deliver in accordance with the delivery date but shall not be liable for any delay or failure to meet the estimated delivery date.
所有权及风险分担.除非另有约定, 货物之风险将于卖方出货后移转给买方。买方了解交货日期仅系预估之日期并可能修改。卖方将尽力将货物依双方确认交货日送达买方。然对没有符合交货日之送达行为, 卖方对此不负担责任。
5. **Inspection.** Buyer shall inspect the goods within 7 days upon receiving, fail to inspect the goods within the aforesaid term shall deem to be acceptance for such goods. If there is any defect or non-compliance products which are visible through reasonable commercial inspection, Buyer shall promptly inform Seller for the aforesaid conditions, failures to notify Seller promptly shall deem to be a waiver to the right to claim such loss or damages occurred due to defective or non-compliance of the products.
检查.买方于收到货品后七日内应完成验收程序, 逾期未完成验收视为已完成验收。买方若发现任何有关货品具体的瑕疵, 应实时通知卖方。任何买方发现的瑕疵而未实时通知卖方者, 将视为买方放弃此瑕疵品引起对于卖方的权益。
6. **Reschedule and Cancellation.** Except agreed on the contrary, Buyer shall not cancel or change any PO issued. Buyer shall be liable for the up to 100% of the purchase price of the goods for the cancelling or reschedule charge.

If the buyer defaults, the seller may cancel the order without liability.

更改与取消订单.除另有约定外, 买方不得取消或更改订单, 否则买方需支付上述订单之全额货款给卖方。

若买方违约, 则卖方可取消订单而不负担责任。

进、出口、目的地管制规范遵循. 卖方声明本销售产品、技术或软件系统遵从美国、香港或其他相关适用进、出口国之进、出口管制规范。买方亦同意遵守所有美国、香港或其他相关适用进、出口国之进、出口管制规范并于进、出口前取得美国、香港或其他相关适用进、出口国之进、出口证。

买方保证将不会出口、再出口、直接或间接出口上述产品给 (i) 任何美国政府禁运国包括但不限于古巴、伊朗、北韩、叙利亚、苏丹、俄罗斯以及其他任何美国政府不定期更新的禁运国 (ii) 任何个人或组织被美国政府不定期更新的拒绝出口名单 (iii) 任何终端使用目的被美国政府或其他相关出口国家限制使用的目的包括但不限于核子武器、火箭、化学或生物武器或其他可造成大量毁灭之武器。

*根据香港特别行政区《进出口(战略物品)规例, 在香港境内之交易, 若交易产品属于战略管制物品且属于有特别条款限制者, 未有事先通知工业贸易署长并取得署长的批准, 不得进一步转口, 转售, 转让或处理有关货品。因此收货者或买方应先取得转售证方可收取此管制物品。

9. **Limited Product Warranty.** Seller warrants that the products will conform with Seller's specifications and will be free from defects in material and workmanship for 1 year upon the shipment . Seller's liability to the defective products is to repair or replace or grant Buyer a reasonable credit for such confirmed defective products . Any return of the products shall be subject to the RMA process issued by Seller. Seller will have no obligation for any claim of defective or non-compliance products to the extent that it results from: (i) the combination, operation or use of product with or in equipment, products, or processes not provided by Seller; (ii) modifications to products not made by or for Seller; (iii) Buyer's failure to use updated or modified products provided by Seller; (iv) Buyer's use of products other than in accordance with this Agreement and Seller's written instructions, or(v) the defective is caused by Act of God. Seller reserves the right to discontinue supply or sale of products at any time due to Seller's vendor's cause or other reasonable causes. Seller reserves the right to modify its process or performance specifications for goods due to Seller's vendor's modification.

产品责任限制.卖方保证货品将符合卖方之规格且于出货后一年内无材料上或制造上之瑕疵。对于双方确认之瑕疵品, 卖方予以更换或修理。任何退回货品需依据卖方之 RMA 程序。卖方对于下述因素造成之瑕疵不负担责任: (1) 任何买方组成、使用了其他有瑕疵之非卖方提供之货品于卖方之货品中 (2) 买方自行修改货品 (3) 买方未依卖方指示使用本货品 (4) 因天灾、事变所因此的瑕疵 (5) 因买方之因素造成之瑕疵。

卖方保留任何因卖方代理原厂停产因素而停止供货的权利, 卖方亦保留任何因卖方代理原厂更改货品规格而更改之权利。

10. **Intellectual Property Right.** Buyer acknowledges that Seller is the distributor of such Products and if there is any warranty issues or alleged infringed 3rd party's intellectual property rights occurred , Seller will seek Seller's vendor's assistance to verify the cause of the warranty or infringement issues and jointly solve such issues. Provided that Seller only be liable for its solely fault of such alleged infringement . Exclusion: Nevertheless, Seller's obligations above however shall not apply to claims which are (i) solely due to the compliance by Seller with any instructions or specifications given by Buyer; (ii) because Buyer combining with , adding to or modifying the products after shipment by Seller , or (iii) Buyer's failure to or not properly use materials or instructions provided by Seller that would have rendered the products non infringing .If the infringement is alleged before Seller completes delivery of the affected products under an accepted order , Seller may decline to make further shipments of the products without breaching the said order.

知识产权.买方了解卖方仅为货品之代理商, 任何因使用本货品造成之产品质量争议或知识产权责任争议, 卖方都将寻求卖方之代理原厂之协助以确认责任归属并解决相关争议。卖方之有关货品知识产权责任将不适用于以下原因所造成者: (1) 依买方指示所

7. **Exclusion of Certain Damages.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF USE, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PRODUCTS PROVIDED BY SELLER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

损害赔偿之除外规定.在任何情况下, 卖方对于任何因双方之间的交易关系所引起的买方的间接的、惩罚性的、关联性的损失或赔偿(包括商誉损失、期待利益等)皆不负担责任。不论这样的损失是否系因契约关系、保证、侵权行为、产品责任所引起; 亦不论卖方是否被告知此损失之可能产生。

8. **Import/Export/Destination compliance.** The seller certifies that these commodities, technology or software were imported/exported in accordance with all export compliance laws of the U.S and or of Hong Kong and all other applicable jurisdictions from which an import/export or transfer originates. The buyer should also agree to comply with all import/export compliance laws of the U.S and or of Hong Kong and all other applicable jurisdictions from which an import/export or transfer originates and will apply the related US or Hong Kong or other applicable import/export license before Buyer shall import/export the regulated products from which an import/export originates.

The buyer will not export or re-export any Product, directly or indirectly, (i) to any U.S. embargoed country, including without limitation Cuba, Iran, North Korea, Syria, Sudan, Russia, and such other countries as may be subject to embargo by the U.S. from time to time; (ii) to any person or entity on a denial list published by the U.S. Government, as such list may be amended by the U.S. from time to time; (iii) for any end use that is prohibited by United States or other applicable law, including nuclear, missile, chemical biological weaponry or other weapons of mass destruction.

*In accordance with the Importation and Exportation (Strategic Commodities) Regulations of Hong Kong SAR, if the good are categorized as Strategic Commodities regulated with the Import Licence -Special Conditions, then the following terms shall comply.

No further re-export, resale, transfer, or disposal of the goods without prior notice to and approval from the Director-General of Trade and Industry when the transaction is within Hong Kong. The buyer or receiver must get the above Resale Licence beforehand to legally receive the Strategic Commodities.

造成者(2)因买方将其他侵权产品与卖方之货品组合而致者(3)买方未依照卖方指示将产品修改为非侵权产品者。

11. **Total Liability.** SELLER'S TOTAL LIABILITY TO BUYER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED FROM BUYER FOR SUCH PRODUCTS THAT ARE DEFECTIVE OR NON-COMPLIANCE OR INFRINGED OR INVOICE OF SUCH PO WHICH IS LESS.

有限责任.卖方于任何情况下, 依据本交易关系所引起之全部责任仅以买方支付给卖方关于该瑕疵品或侵权产品或订单之总价款为限(以孰低者为限)。

12. **Force Majeure.** If either party is prevented from performing any obligation hereunder by reason of fire, explosion, strike, labor dispute, casualty, accident, lack or failure of transportation facilities, flood, war, civil commotion, acts of God, any law, order or decree of any government or subdivision thereof or any other cause beyond the reasonable control of such party, then such party shall be excused from performance hereunder to the extent and for the duration of such prevention, provided it first notifies the other party in writing of such prevention.

不可抗力.任何因火灾、爆炸、罢工、抗争、水灾、战争、政府法令、

天灾等因引起的不能履行合约均非违约, 当不可抗力发生时, 应通知另一方且该履约的期限将因该不可抗力影响的时间而同等延长。

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Seller's registered area.

准据法.本制式交易条款的准据法依据卖方注册区域之法律

14. **Assignment.** Seller may assign its rights under this Agreement by notifying Buyer.

转让债权.卖方可经通知买方后转让对买方之债权与第三人。

15. **Integrity.** During the business cooperation, both parties agree to comply with the principle of integrity management and shall not engage in any dishonest behavior. If either party involved in dishonesty, the other party may terminate the contract without liability.

诚信条款.双方同意进行商业往来时, 应秉持诚信经营原则不得有任何不诚信行为, 如任一方涉有不诚信行为时, 他方得随时终止或解除契约且无须负担责任。

16. **Entire Agreement.** This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supercedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party

完整合意.除另有约定外, 这份制式交易条款为双方之间关于交易关系所引起的权利义务之完整规范而取代先前任何口头、书面的承诺或约定。任何修改本制式交易条款的内容皆须经双方确认同意并签署后始生效力。