

1. Application 应用

These conditions shall be incorporated into the contract between the Seller and the Buyer for the supply of the goods or services specified in the Order (the “Deliverables”) and shall prevail over any terms or conditions contained in the Seller’s acceptance or the Order or elsewhere or implied by trade, custom or course of dealing. These Conditions and the Order itself constitute the entire agreement of the Seller and the Buyer and shall not be modified or varied in any way except with the prior written approval of the Buyer.

本条款应列入卖方和买方之间订立的关于供应本订单内所指定货物或服务（“交付物”）的合同，且本条款应优先于本订单卖方接受函或它处所包含的任何条款，以及行业、海关或交易过程所隐含的任何条款。本条款和本订单本身构成卖方和买方的整个协议，除非买方事先书面同意，否则不得以任何方式加以修改或改变。

2. Acceptance 接受

The execution and return of the acknowledgment copy of the Order by the Seller or the shipment of any part of the Deliverables comprising this Order, whichever is earlier, constitutes acceptance by the Seller of the Order and the Conditions.

若卖方签署并回传订单确认副本或者装运本订单范围内的任何交付物，无论哪一情况先发生，都将视为卖方已接受本订单和条款。

3. Quality, Quantity and Specifications 质量、数量和规格

The goods shall be (a) of the quality, quantity, description and specifications as stated in the Order, (b) free from all defects in title, design, workmanship, materials, quality, hygiene and safety etc.,(c) free from all liens and encumbrances, and (d) merchantable quality.

货物应 (a) 符合本订单所述的质量、数量、描述和规格，(b) 在所有权、设计、工艺和材料上均无缺陷且在质量、卫生、安全等方面不存在任何瑕疵，(c) 无任何留置权和抵押权，及 (d) 有适销的质量。

The services shall be (a) in accordance with the Order, the conditions and all instructions raised by Buyer, (b) in compliance with the national standards and industrial standards (whichever are higher) and free from any defects in quality, hygiene and safety, (c) provided by qualified professional personnel with statutory or industrial qualifications.

服务应 (a) 符合本订单、本条款及买方提出的所有指示，(b) 不低于国家标准或行业标准中的最高标准，且在质量、卫生、安全等方面不存在任何瑕疵，(c) 由具备法定或行业通行资质的合格专业人士提供。

4. Packing(apply to goods) 包装（适用于货物）

The goods shall be packaged, marked and delivered at the Seller’s expense in accordance with the Order. Unless otherwise agreed in writing between the Seller and the Buyer no charge will be made by the Seller for packing, crating, drayage, demurrage or storage without the Buyer’s written permission.

应由卖方按照本订单自费地包装、标记和交付货物。除非卖方和买方另外书面约定，否则未经买方书面许可，卖方的包装、装箱、拖运、滞期或贮存将不收费。

5. Delivery, Title and Risk(apply to goods) 交付、所有权和风险（适用于货物）

Unless otherwise specified on the reverse side hereof, the goods shall be Delivered Duty Paid at the Buyer's premises (International Rules for the Interpretation of Trade Terms 2010) in accordance with the Order or the Buyer's instructions. The goods shall comply in all respects with Clause 3 hereof. The Seller shall bear the risk of loss of or damage to the goods until the goods shall be so delivered. Title to and risk in the goods shall pass to the Buyer on delivery of the goods in accordance with the Order and these Conditions, without prejudice to any right of rejection which may accrue to the Buyer under the Order and these Conditions or otherwise.

除非本页背面另有规定，否则应按照本订单或买方指示在买方地点完税交付货物（《2010年国际贸易术语解释通则》）。货物应在各方面遵守本页第3条约定。卖方应承担货物损毁的风险，直至货物交付买方为止。一旦按本订单和本条款交付货物，则对货物的所有权和其蕴含的风险应转移给买方，同时此交付不影响任何拒收权，按本订单和本条款或其他要求，此权利可归于买方。

6. Rejection(apply to goods) 拒收（适用于货物）

6.1 Delivery of the goods must be effected within the time stated in the Order unless extended by subsequent written agreement between the Seller and the Buyer. In addition to and without prejudice to other legal remedies available to the Buyer, the Buyer reserves the right to cancel the Order without liability if any portion thereof is not fulfilled within the time specified in the Order. Time is of the essence in respect of the Order. **Except for Force Majeure the Buyer is entitled to claim a daily penalty of [5] % of the Order amount against the Seller for late delivery.**

货物交付必须在本订单所述时间内完成，除非卖方和买方随后书面约定延期。除了对买方的其他法律救济外（且不对买方的其他法律救济造成影响），买方保留在卖方未按时履约时取消订单的权利，只要在规定的时间内此述货物有任何部分未交付，买方都有权不负任何责任地取消本订单。就本订单而言，时间至关重要。**除发生不可抗力外，卖方逾期交货的，每逾期一（1）天，买方有权按订单总金额的千分之五（5%）要求卖方支付迟延履行违约金。**

6.2 The goods shall be received by the Buyer subject to the Buyer's inspection and right of rejection. If the goods or any part thereof do not comply with the terms of these Conditions and/or delivery or shipment of the goods is not made as specified in the Order or these Conditions, the Buyer may reject the goods or any part thereof without liability and without prejudice to any other legal remedies available to the Buyer by giving notice of rejection to the Seller. The Seller shall forthwith refund to the Buyer any payment made by the Buyer for the goods rejected without prejudice to any other legal remedy to which the Buyer may be entitled. If instructions are not received by the Buyer from the Seller within fifteen (15) days after notice of rejection, the goods shall be made available for collection at the Seller's expense. Goods returned as defective shall only be replaced with the Buyer's written permission.

货物在接收时应由买方检查，并且买方有拒收权。若货物或其任何部分不符合本条款，并且/或者货物的交付或发运未按本订单或本条款的规定进行，则买方可向卖方发出拒收通知，免责拒收该货物或其任何部分，且此拒收行为不影响对买方的任何其他法律救济。对于拒收的货物，卖方应立即向买方退回买方已支付的任何款项，并且这不应对买方有权享有的任何其他法律救济造成影响。若拒收通知后的十五（15）日内，买方未收到卖方的指

示，则应由卖方自费办理货物的托收。如货物因缺陷而退回，则在买方书面许可后，方可替换。

- 6.3 The Buyer may refuse delivery of any goods delivered in excess of the amount specified in the Order and if it refuses such delivery shall make available such goods to the Seller at the Seller's expense.

若发货量超过本订单的规定，则买方可拒绝该货物的交付。在此情况下，买方应将这些货物提供给卖方，但费用由卖方承担。

7. Price 价格

- 7.1 The price specified in the Order constitutes the maximum amount payable by the Buyer and the Order shall not be invoiced at any price higher than that shown on the Order without the written agreement of the Buyer. In the event that subsequent to the acceptance of the Order and before shipment thereof the Seller shall reduce the price of any Deliverables of a kind or character substantially the same as the Deliverables or any part thereof, any such reduced price shall supersede and be deemed to be substituted for the price of the Deliverables or the relevant part thereof.

本订单规定的价格构成买方应付的最大金额，且未经买方书面同意，本订单的开票金额不得高于该订单上的显示价。对于此述交付物或其任何部分，倘若卖方在接受本订单之后和按订单发运之前应降低在实质上具有相同种类和特性的交付物价格，则任何此等更低价格应替代且被视为代替本交付物或其相关部分的价格。

- 7.2 The Buyer shall pay for the Deliverables against delivery of the Deliverables in accordance with the Conditions. Neither payment for the goods nor delivery of the goods by the Seller shall constitute acceptance of the Deliverables by the Buyer.

卖方按本条款约定交付交付物后，买方应支付货款。无论是货款支付还是卖方交付交付物均不应被当成买方对交付物的接受。

- 7.3 The Seller shall pay for all taxes and expenses related to the sales of Deliverables involved in the Order.

与本订单所包含的交付物销售有关的全部税费应由卖方承担。

8. Representation and Warranty 陈述与保证

- 8.1 The Seller hereby represents and warrants that the Deliverables do not infringe upon any third party's legitimate rights and interests including but not limited to intellectual property rights.

卖方保证提供给买方的交付物未侵犯任何第三方的合法权益，包括但不限于知识产权。

- 8.2 If a third party raises a claim that the Deliverables infringe upon its rights, the Seller shall be responsible for handling relevant matters requested by the Buyer and indemnify the Buyer against all losses including but not limited to claims raised by such third party, administrative penalties, attorney's fees, litigation or arbitration fees.

若买方因卖方提供的交付物遭到第三方关于侵犯其权利的指控，卖方应负责按买方要求处理相关事宜，并赔偿买方因此遭受的任何损失，包括但不限于第三方索赔、行政处罚、律师费、诉讼或仲裁费用等。

- 8.3 The Seller represents that neither it, nor any of its affiliates (nor any director, officer or to its knowledge, employee of it or any of its affiliates) nor any of its agents, is a person, or is owned

or controlled by a person that is (i) the subject of any Sanctions; (ii) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities or (iii) employs, uses, procures or subcontracts any workers or labour originating from or attributable to North Korea. Sanctions means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departments of State or Commerce or any other US government authority, the United Nations Security Council, the European Union, Switzerland or other such Sanctions authority in a jurisdiction of relevance to this Agreement.

卖方保证卖方及其关联企业（任何董事、管理人员或据其所知的供应商或任何关联企业的雇员）或其任何代理商不是以下实体或被以下实体所有或控制：(i)任何被制裁的对象；(ii)参与任何可能会触发相关制裁监管机构认定的活动；或(iii) 雇佣，使用，采购或分包任何来自或归属于北朝鲜的员工或劳动力。制裁是指任何由美国财政部海外资产控制办公室、美国国务院或商务部或任何其他美国政府机构，联合国安理会，欧盟，瑞士或其他与本协议有关的司法管辖区的制裁监管机构管理或执行的经济或金融制裁或执行的贸易禁运。

9. Indemnity 赔偿

The Seller will indemnify and hold harmless the Buyer, its officers, directors, agents, employees and subcontractors from claims, liabilities, losses, damage and expenses suffered or incurred by the Buyer, its officers, directors, agents, employees or subcontractors including but not limited to legal fees, arising from or caused by any act or omission of the Seller, or its officers, directors, agents, employees or subcontractors (a) through injury to the Buyer's and/or the Seller's officers, directors, agents, employees or subcontractors or to the Buyer's or its officers, agents, employees or subcontractors' property, or (b) by reason of any actual or alleged trademark, copyright, patent, trade secret or other intellectual property rights infringement, or (c) by reason of the Seller's failure to deliver the Deliverables in accordance with the Buyer's instructions, or (d) otherwise occurring as a result of any breach by the Seller of the Order and/or these Conditions.

若由卖方或其管理人员、董事、代理人、雇员和分包商的任何行为或疏忽而导致以下情况，并进而造成或引致索赔、债务、损失、损害及开支，包括但不限于律师费，则卖方应保障并保护买方及其董事、管理人员、代理人、雇员和分包商免受损害：(a) 对买方和/或卖方的任何管理人员、董事、代理人、雇员或分包商造成人身伤害，或损害买方或其管理人员、董事、代理人、雇员或分包商的财产；或 (b) 发生任何实际的或声称的商标、版权或专利、商业秘密或其他知识产权的侵权；或 (c) 卖方未按买方指示交付或提供交付物；或 (d) 因卖方违反本订单和/或本条款而发生的其他情况。

10. Insurance 保险

The Seller shall maintain such insurance against public and property damage and such employee's liability and compensation insurance as will protect the Buyer against the claims, liabilities, losses, etc. mentioned in the provisions of Clause 9 (a),(b),(c) and (d) above and against any claims under any relevant legislation in respect of employee's compensation or health and safety at work.

卖方应对公共和财产损害进行保险，以及保护买方的此等雇员责任和赔偿保险，使买方免受上述第 9 条之 (a)、(b)、(c) 及 (d) 款所提及的索赔、债务、损失等，以及免遭雇员赔偿或工作健康和平安等方面法律所要求的索赔。

11. Date Compliance(apply to goods) 日期合规性（适用于货物）

The Seller warrants that if the goods include any computer processor, hardware, software, timing mechanism or data (and any parts, updates or additions it hereafter provides with respect to the goods), the goods will correctly process and manipulate data and transactions involving dates, including single century, multi-century and leap year calculations, and will correctly multi-year transactions between centuries, and will operate without adverse effect with respect to any date. If the Order covers any services, the Seller makes the above warranty with respect to any computer processor, hardware, software, timing mechanism or data item used by the Seller or created modified or delivered to the Buyer in the performance of those services. Without prejudice to any remedy available to the Buyer, the Buyer may require the Seller to demonstrate compliance with this warranty prior to delivery to the Buyer.

卖方保证，若货物包括任何计算机处理器、硬件、软件、计时装置或数据（及在此之后提供的有关该货物的任何部件、更新或补充品），则该货物应能正确处理和操作数据和涉及日期的事务，其中包括一个世纪内的计算、多世纪内的计算和闰年计算，应能够正确计算跨世纪的多年份事务，且日期问题不会对货物的正常工作造成任何不良影响。如果本订单涵盖任何服务，则卖方在履行本服务过程中应对其使用的或者创建、修改或交付给买方的任何计算机处理器、硬件、软件、计时装置或数据对象做出以上保证。在不影响买方可获得的任何补偿的前提下，买方可要求卖方证明货物在交付给买方之前符合此担保。

12. Child Labor/Forced Labor 童工/强迫劳动

12.1 The Seller shall not employ any person who is younger than the age of 16 or the applicable minimum employment age or mandatory schooling age, whichever is higher.

卖方不得雇佣 16 岁以下或小于现行最小用工年龄或义务教育年龄的任何人，以这两种条件中的较大年龄为准。

12.2 The Seller represents and warrants that a permitted employee under the age of 18 shall not be engage in work that, by its nature or the circumstances in which it is carried out, is likely to harm the health or safety of this employee. In addition, the Seller represents and warrants that the weekly and daily working schedules of permitted employees under the age of 18 shall comply with all applicable laws and regulations.

卖方陈述并保证，对于获得允许的 18 岁以下雇员，其工作本身或工作的相关环境不得损害雇员的健康或安全。此外，卖方陈述并保证，获得允许的 18 岁以下雇员的每周和每日工作计划都应符合所有现行的法律法规。

12.3 The Seller shall not employ persons under conditions that this work or service is exacted from them under the menace of any penalty and for which the said person has not offered himself voluntarily.

卖方在雇佣员工进行工作或服务时，应以受雇者自愿为前提条件，且不得以惩罚作为威胁手段。

12.4 The Buyer, its employees and agents have the right, upon reasonable advance notice, and at the Buyer's books and premises with regard to the Seller's performance with the obligations of 11.1,

11.2 and 11.3 above.

在事先合理通知下，买方及其雇员和代理人有权审查卖方的账目和场所，考察卖方对以上 11.1、11.2 和 11.3 等项义务的履行情况，费用由买方自理。

13. Record keeping and audit right 账簿和审计

- 13.1 The Seller shall keep and maintain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Order for 5 years after the termination or expiration hereof.

卖方应在本订单终止或届满后五（5）年内，保存完整和准确的账簿、账户记录、报告和为合理履行本订单所必要的其他数据。

- 13.2 The Buyer shall have the right to have its internal and/or independent auditors audit Consultant's books and records at the premise of the Seller (including but not limited to financial and accounting records) pertaining to the Seller's performance hereunder upon reasonable notice during the term of this Order and once during the 12 months immediately following the termination or expiration of this Order.

在本订单期间内及本订单终止或届满后的十二（12）个月内，买方有权经合理通知让其内部和/或独立审计人员在卖方的场地对卖方进行审计，包括但不限于审查与卖方履行本订单有关的财务和账户记录。

14. Intellectual Property Rights 知识产权

The copyright and other intellectual property rights of all work products based on the Order or amendments made based on work products provided by the Buyer shall be owned by the Buyer upon Buyer's performance of its payment obligation hereunder.

根据本订单创作和制造，或者在买方提供的任何工作成果的基础上进行修改的所有工作成果有关的版权以及所有知识产权在买方依照本订单约定支付费用后，均应归于买方所有。

15. Data Protection(apply to services) 数据保护(适用于服务)

The Seller warrants that it will (and will ensure that all Seller Personnel will) at all times comply with all applicable data protection laws so as to prevent access to personal data being granted to unauthorized persons and so as to ensure security, confidentiality, integrity and availability of personal data.

卖方保证其（且确保所有卖方公司员工）会遵守所有适用的数据保护法律法规，以避免个人数据被未经授权的人接触，且确保个人数据的安全，保密，完整和可用性。

16. General 通则

- 16.1 All drawings, plates, cylinders, electrotypes, models, samples, designs, technical information and data or other proprietary information written, oral or otherwise furnished to the Seller and all rights therein are the property of the Buyer, and will be delivered to the Buyer upon demand.

凡是以书面、口头或其他形式提供给卖方的图纸、板、圆筒、电铸板、模型、样品、设计、技术信息和数据或其他专有信息，以及它们所包含的所有权利，都是买方的资产，并且应在要求时交付给买方。

- 16.2 The obligations of the Seller under the Order and these Conditions shall survive acceptance of the Deliverables and payment therefor by the Buyer.

买方接受交付物并支付货款后，卖方在本订单和本条款下的义务仍然有效。

- 16.3 The Seller shall have no rights or interests in any of the tradenames, tradenames, insignia, designs and other intellectual property rights owned by the Buyer and/or any of its affiliates which are used on or in connection with the Deliverables and shall promptly notify the Buyer of any infringement of such trademarks, tradenames, insignia, designs and other intellectual property rights.

对于买方和/或其关联公司所拥有的用于交付物或与交付物相关联的任何商标、商号、徽标和设计及其他知识产权卖方不应享有任何权利或利益，而且这些商标、商号、徽标和设计及其他知识产权如被侵权，则应立即通知买方。

- 16.4 The Seller shall all times keep strictly confidential all information of a confidential nature relating to the goods, the Buyer and/or any of its affiliates which the Seller may receive from the Buyer or from any of its affiliates. Confidential information shall mean all information related to the Order or business and/or technical information of the Buyer. The Seller shall only use the confidential information for the purpose of the Order and shall not disclose to any third party without the prior written consent of the Buyer. Upon the termination of the Order, any document, information, data provided by the Buyer shall be returned to the Buyer promptly or destroyed by the Seller as the Buyer may direct. Return or disposal shall be confirmed by the Buyer. In case of breach of confidentiality obligation, in addition to all remedies available under applicable laws, the Buyer is entitled to cancel the Order and the Seller shall compensate all losses incurred by the Buyer including legal fees.

对卖方从买方或其任一关联公司收到的与交付物、买方和/或其任一关联公司有关的全部保密性信息，卖方应始终严格保密。保密信息是指任何以及所有与本订单有关的或涉及买方的商业和/或技术信息。卖方只能将保密信息用于本订单的目的，在未经买方事先书面许可的情况下，不得向任何第三方披露。本订单终止后，卖方应立即归还或根据买方的要求处置买方提供的所有文件、信息、资料等，归还或处置后应经买方确认。如违反本条规定的保密义务，买方有权取消本订单并要求卖方赔偿因此造成的所有损失，包括律师费。

- 16.5 In connection with and throughout the course of the Order, the Seller shall comply with all applicable laws and regulations including but not limited to those pertaining to anti-corruption, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and anti-money laundering. The Buyer reserves the right to cancel the Order and the Seller shall compensate the Buyer for all losses incurred by the Buyer.

卖方在履行订单过程中，应当遵守包括但不限于诸如《美国海外反腐败法》和《英国反贿赂法案》的反腐败以及反洗钱等方面适用的所有法律法规。否则买方有权取消本订单并要求卖方赔偿由此导致的全部损失。

- 16.6 **The Buyer may terminate the Order at any time without cause upon thirty (30) days' prior written notice to the Seller. Except for the obligations and expenses incurred by the Seller in the course of providing the Deliverables prior to the date of termination according to the Order which have been confirmed by the Buyer, the Buyer shall not assume any payment or other obligation hereunder upon the termination.**

买方可以提前三十(30)日书面通知卖方后,终止本订单,而无需任何原因。终止日之后,除根据本条款在该等终止日之前已产生且经买方确认的义务和费用外,买方对卖方无任何债务或支付义务。

- 16.7 Unless otherwise specified on the reverse side hereof, the Order and these Conditions shall be governed by and construed in accordance with PRC law. In case any dispute arising from or in connection with the Order the parties shall endeavor to resolve such dispute through consultation with each other first. **If the parties fail to resolve the dispute by consultation, the parties shall submit the dispute to the Beijing Arbitration Commission for arbitration in accordance with the rules of Beijing Arbitration Commission. The arbitration award shall be final and binding upon the parties.**

除非本页背面另有规定,本订单和本条款应受中华人民共和国法律约束并以中华人民共和国法律解释。因本订单引起的或与本订单有关的任何争议,双方应首先友好协商解决。如协商不成,则提请北京仲裁委员会按照其仲裁规则仲裁。仲裁裁决是终局的,对双方均有约束力。