



## STANDARD TERMS AND CONDITIONS FOR SALE 买卖合同标准条款及条件

### 1. Interpretation

#### 1. 定义

##### 1.1

“Buyer” means the person who buys or agrees to buy the goods set out all contracts and orders from Seller.

“Conditions” means the terms and conditions of sale set out in this document.

“Delivery Date” means the date specified by the Seller when the goods are to be delivered.

“Goods” means the articles set out all contracts and orders which the Buyer agrees to buy from the Seller.

“Seller” means SurTec Metal Surface Treatment Technology(Hangzhou) Co. Ltd. of the address set out all contracts and orders.

##### 1.1

「买方」指向卖方购买或同意购买所有合同及订单所载列的各项货品的人士。

「本合同」指本文件所载列的买卖合同的各项条款及条件。

「交货日」指卖方规定交货的日子。

「货物」指买方同意向卖方购买载列于所有合同及订单的物品。

「卖方」指赛德克金属表面处理技术（杭州）有限公司，其地址载列于所有合同及订单。

### 2. General

#### 2.一般规定

2.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.1 货物的所有订单须被视为买方根据本合同规定要约购买货物。接受货物交付须被视为买方接受本合同的终局证据。

2.2 These conditions contain the entire agreement of the parties and override any terms or conditions implied by any course of dealing or custom or stipulated, purportedly incorporated herein or referred to by the Buyer. Save as otherwise expressly stated herein all guarantees, representations, warranties and conditions whatsoever whether express or implied and as to merchantability, fitness for purpose or otherwise are excluded.

2.2 本合同载列双方的全部协议，并取代在交易或买卖的任何过程中隐含或规定的、或意图结合于本合同中的、或买方提及的任何条款及条件。除本合同中另有明文规定者外，所有关于适销性、适用于某一目的或其他的、无论是明文或隐含的任何性质的所有保证、声明、保用及条件均全部排除。

2.3 No waiver by the Seller of any breach of these terms and conditions shall relieve the Buyer of responsibility for any prior, subsequent or contemporaneous breach hereof.

2.3 对于本合约的任何违反，卖方弃权不予追究时并不解除买方须对本合约的任何先前、随后或同时的违反承担责任。

### 3. The Goods

#### 3.货物

3.1 The quantity and description of the Goods shall be as set out all contracts and orders. Any variation of quantity of the Goods within the range of 3% shall be permissible under these Conditions.

3.1 货物的数量及名称如所有合同及订单所载列。本合同项下的货物数量容许有 3% 的变化。

### 4. Price

#### 4.货价

4.1 The Buyer shall pay the Price set out all contracts and orders.

4.1 买方须支付所有合同及订单所载列的货价。

4.2 Unless otherwise agreed in writing between the Seller and the Buyer, the Seller reserves the right to invoice the Buyer for the Price of Goods prevailing on the Delivery Date without prior notice. In particular, in the event of revision and/or new introduction of customs duties, taxes or other fees and/or changes in the prices of the raw material, the Price shall be immediately revised accordingly to include these additional charges even if a fixed price has been agreed with the Buyer.

4.2 除非买方及卖方另行书面议定，卖方保留权利可按照交货日所卖货物的货价向买方开出发票而无须事先通知。特别是当修订及/或提出新的海关关税、税款或其他收费及或原料价格发生变化时，货价将立即相应地修订，以包括上述额外费用，即使买方与卖方先前已经议定一固定货价。

### 5. Payment

#### 5.付款

5.1 The Price shall be paid in the currency stipulated unless otherwise agreed in writing between the Seller and Buyer.

5.1 除非买方及卖方另行书面议定，货价须用规定的货币支付。

5.2 The Buyer may not set off against any sums due to the Seller whether under these Conditions of sale or otherwise any lawful set-off or counterclaim to which the Buyer may at any time be entitled.

5.2 买方不得抵销应付予卖方的任何款项，无论是根据本合同规定或根据买方可能于任何时间享有的任何其他合法抵销或反索规定。

5.3 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights, after efficient



communication with common understanding, the Seller may suspend or cancel any other contract with the Buyer and/or suspend or cancel deliveries of any Goods due to the Buyer.

5.3 倘若买方未能在到期日作出任何付款, 则在不损害卖方的任何其他权利为前提, 卖方可依其认为适宜的情况下, 双方经充分沟通共识后, 暂停或取消与买方的任何其他合约、及/或暂停或取消交付应向买方交付的任何货物。

## 6. Delivery of Goods

### 6. 交货

6.1 Delivery of the Goods shall be made on the Delivery Date to the address set out all contracts and orders. The risk in the Goods shall pass to the Buyer upon such delivery take place (except for the products quality problems). The Buyer shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery,

6.1 货物须在交货日交付至所有合同及订单所载列的地址。货物一经交付, 货物的风险即转移至买方名下(产品若遇质量问题除外)。买方须作出所有必需安排, 在货物提供交付时收取货物。

6.2 The Seller may deliver the Goods by separate installments in accordance with the agreed delivery schedule. Each separate installment shall be invoiced and paid for in accordance with these conditions. The failure of the Buyer to pay for any one or more of the said installments of the Goods on the due dates shall entitle the Seller without notice to suspend further deliveries of the Goods pending payment by Buyer, and/or to treat these Conditions as repudiated by the Buyer.

6.2 卖方可按照议定的交货时间表分批交付货物。每一批货物均须按照本合同规定开出发票及付款。如买方未能在付款到期日支付上述任何一批或多批货物的货款, 卖方有权暂停进一步交付货物, 直至买方缴清货款及/或卖方可将本合同视为已被买方废弃。

6.3 The Seller shall not be liable for any consequential, indirect or punitive loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all. Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) in accordance with the delivery schedule, the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 14 days of the Delivery Date.

6.3 对于因卖方未能迅速或完全未能交付货物(或未能交付部分货物)的任何后果性、间接或惩罚性损失或损害, 卖方无须承担责任。卖方未能按照交货时间表规定而延误或未能交付货物(或未能交付部份货物), 买方仍有责任接受货物交付并足数支付货款, 但条件是货物须于交货日后 14 天内任何时间提供交付。

6.4 No claim for damaged Goods for shortages or for non-delivery will be accepted by the Seller unless written notice of

such damage, shortage or non-delivery is received by the Seller within 7 days of receipt of the Goods by the Buyer, or within 7 days of the defect being discovered where the defect could not reasonably have been discovered earlier, or in case of non-delivery, 7 days from the Delivery Date. The Seller's sole responsibility shall be to make up for the shortage or non-delivery or to repair or replace the damaged Goods.

6.4 卖方将不接受对货物损坏、短缺或未交付的任何索赔, 除非卖方在买方收到货物之后 7 天之内, 或在买方发现缺损之后 7 天之内(只限于有关缺损无法合理地更早发现的情况下), 或在未能交付货物的情形下, 则在交货日之后 7 天之内收到有关损坏、短缺或未交付的书面通知。卖方的唯一责任是补足短缺的或未交付的货物、或修理或更换损坏的货物。

## 7. Acceptance of the Goods

### 7. 接受货物

7.1 The Buyer shall be deemed to have accepted Goods after delivery to the Buyer and shall have no right to cancel, return, reject or make any claim against the Seller in respect of the Goods unless a written notice setting out details of the claim shall have been transmitted by the Buyer to the Seller within 7 days after delivery of the Goods but before any installation, implementation, Processing, use or resale of the Goods.

7.1 在向买方交货之后, 买方须被视为已经接受货物并且无权取消、退回、拒收货物或向卖方提出与货物有关的索偿, 除非在交货后 7 天之内, 并且在货物被安装、执行、加工、使用或转售之前, 买方已经将索偿的详情以书面传送给卖方。

7.2 If the Buyer properly rejects any of the Goods which are not in accordance with the contract, the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer promptly gives written notice of rejection to the Seller pursuant to Clause 7.1 above and returns such Goods to the Seller before the date when payment of the Price is due.

7.2 如果买方有正当理由拒收与合约规定不符的货物, 买方仍然须足数支付货价, 除非买方能迅速地根据上文第 7.1 条规定以书面通知卖方拒收货物, 并且在付款到期日之前, 将货物退回给卖方。

7.3 No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller. Such Goods must be returned by the Buyer carriage-paid to the Seller in their original shipping carton or packing. Goods returned without prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have. Until the Goods are



returned and received by the Seller, the risk in the Goods shall remain with the Buyer.

7.3 卖方将不接受买方退回符合合同规定的已经交付的货物，除非买方事先已得到卖方的书面同意。而在这情况下，退货条件可由卖方独自酌情决定。退回的货物必须保持原来付运的装箱或包装，由买方支付运费退回给卖方。在不影响卖方可能拥有的任何权利或补救措施下，卖方可自行酌情确定将未经卖方书面同意下而退回的任何货物退回给买方或入仓储存，仓储费由买方承担。直至货物被退回以及被卖方收到之前，货物的风险仍然留在买方名下。

7.4 The Seller, upon receipt of any Goods returned from the Buyer pursuant to this Clause 7, shall endeavour to repair the same or provide a replacement thereof to the Buyer. In the event neither repair nor replacement is possible, desirable or satisfactory, the Seller is only liable to return the Price and the handling charge to the Buyer without interest but shall not be liable for any consequential or other loss and damage incurred by the Buyer as a result thereof.

7.4 卖方在收到买方根据本第 7 条规定退回的任何货物之后，须努力修理货物或更换货物给买方。如果不可能、不适宜或不能满意地修理或更换货物，卖方的责任仅限于向买方退回货价及装卸费用而不须支付任何利息，对于因上述原因使买方招致任何后果性或其他损失或损害，卖方均无须承担任何责任。

## 8. Title and Risk

### 8. 所有权及风险

8.1 The Goods shall be at the Buyer's risk as from delivery, except for the products quality problems.

8.1 自交付货物时起，货物的风险转移至买方名下，质量问题除外。

8.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until the Buyer have paid the Price and no other sums whatever shall be due from the Buyer to the Seller, but this do not affect or limit the normal use of the goods by buyer, if the parties have controversial matters, the property accountability will be equivalent of responsibility to products value only.

8.2 虽然货物已经交付，但直至买方缴清货价以及向卖方支付任何其他欠款之前，货物的产权仍然保持在卖方名下，但不影响或限制买方的正常使用，双方若产生争议事项，产权追究只限购买时等值责任。

8.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The buyer shall store the Goods at its own cost separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

8.3 直至货物的产权根据第 8.2 条规定转移至买方名下为止，买方仅作为卖方的受托人，受托持有每一件货物。买方须自行承担费用，将货物与其管有的所有其他货物分开存放，并且加上标志，清楚地标明货物为卖方财产。

8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller, the Buyer shall hold the entire proceeds of sale or otherwise of the Goods in trust for the Seller and such proceeds shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

8.4 虽然货物或其任何部分仍然是卖方的财产，买方在其正常的业务过程中可按充足市值为卖方出售或使用货物。买方在任何此类出售或使用货物时，是代表本身出售或使用卖方的财产，买方须作为当事人作出上述买卖或使用。直至货物的产权离开卖方名下之前，买方须作为卖方的受托人，受托持有售卖货物所得或其他全部收益，有关收益不得与其他款项混合，也不得付入任何银行透支帐户，并且须在所有关键时刻被识别为卖方的款项。

8.5 Until such time as property in the Goods passes from the Seller, the Buyer shall upon request return such of the Goods which are in the possession, custody or control of the Buyer. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the Seller making such request, the rights of the Buyer under Clause 8.4 shall cease.

8.5 在货物的产权离开卖方名下之前，买方须于收到卖方要求时，立即将其管有、保存或控制的货物归还于卖方。倘若买方不归还货物，卖方可以进入买方所拥有、占有或控制的存放货物的任何场所收回货物。当卖方提出上述要求时，买方在第 8.4 条项下的各项权利即终止。

8.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods if such Goods remain the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer contravenes this Clause, all sums whatever owing by the Buyer to the Seller under this and any other contracts with the Seller shall forthwith become due and payable.

8.6 当货物仍然是卖方的产财时，买方不得将任何货物质押或抵押作为任何债务的担保。如果买方违反本条款，在不影响卖方的其他权利之下，买方在本合约或任何其他合约项下未付给卖方的所有款项将立即成为到期应付。



## STANDARD TERMS AND CONDITIONS FOR SALE 买卖合同标准条款及条件

### 9. Warranties and Liability

#### 9. 保证及责任

9.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller (When the Seller have made the description in time, complete, accurate, and sufficient). All other warranties, conditions or terms relating to fitness for purpose, merchantability or quality/condition of the Goods and whether made by the Seller, its servants or agents or implied by statute or common law or otherwise are excluded.

9.1 卖方保证，货物在交付时符合卖方所作出的说明（前提是卖方作出的说明及时、完善、准确有效）。有关货物可适用于某一目的，货物的适销性、品质或情况等所有其他保证、条件或条款，无论是否由卖方、其服务人员或代理提出，或为法令或普通法或其他法律所隐含，均被排除。

9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

9.2 任何货物经买方接受或被视为已经接受之后，卖方无须就该等货物向买方承担任何责任。

9.3 The Seller hereby specifically excludes its liability in the event of the failure of the Buyer, its employee, servants or agents or any third party to use the Goods in the manner(s) as stipulated in these Conditions, specified in the Seller's specifications guidelines or documents or as otherwise directed by the Seller or in the event of any improper treatment, handling, storage, use or installation the Goods by the Buyer, its employees, servants or agents or any third party. (Provided that the seller has already timely, completely, accurately and effectively provided the specifications, guidelines or file.)

9.3 对于买方、其雇员、服务人员、代理或任何第三方未能按照本合同、卖方的各项规格、指引或文件的规定或卖方的指示使用货物，或者买方、其雇员、服务人员、代理或任何第三方不适当地处理、起卸、仓储、使用或安装货物，卖方在此特别明确其无须承担任何责任（前提是卖方已经及时、完善、准确有效的提供了规格、指引或文件）。

9.4 In the event of any breach of these Conditions by the Seller, the remedies of the Buyer shall be limited to replacement of Goods or return of the Price (as the case may be). The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expenses (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these Conditions. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

9.4 如果卖方对本合同有任何违反，买方的补偿只限于更换货物或退货价(视情况而定)，对于买方因卖方违反本合同而蒙受的任何间接损失及/或开支(包括利润损失)，卖方无须承担任何责任。在任何情况下，卖方承担的责任均不超过货价款额。

### 10. Intellectual Property Rights

#### 10. 知识产权

10.1 All intellectual property rights in all Goods and all wrappings, packings, documents, inventions, designs, samples, plans specifications or instructions therefore supplied by the Seller shall belong to the Seller and the Buyer shall not without the prior written consent of the Seller reproduce or substantially reproduce any such Goods or any such wrappings, packings, documents, inventions, designs, samples, plans specifications or instructions therefore or disclose to any third party any technical data obtained from the Seller.

10.1 卖方提供的所有货物、包装纸、包装、文件、发明、设计、样品、计划、规范、或有关的指示中的全部知识产权均属于卖方，买方不得未经卖方书面同意，复制或实质上复制任何上述货物、包装纸、包装、文件、发明、设计、样品、计划、规范、或与之有关指示，或向任何第三方披露从卖方取得的任何技术数据。

### 11. Notices

#### 11. 通知

11.1 All notice required to be served pursuant to these Conditions of sale shall be in writing and served by post, facsimile (to be followed by post) or by hand on the Seller at the address set out all contracts and orders or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyer's registered office or principal place of business. The seller from time to time notifies to the buyer the other address or contactor by writing and confirmed by the buyer.

11.1 所有根据本合同发出的通知均须以书面写出，并以邮寄、图文传真(并邮寄信件确认)或专人送交的形式，按照所有合同及订单所载列的卖方的地址或卖方不时可能会买方的其他有关地址送交卖方，及按照买方的注册办事处或主要营业地点的地址送交买方。卖方不时知会买方的其他地址或联系人需提前书面知会买方并得到确认。

### 12. Insolvency or Other Default of Buyer

#### 12. 买方无力偿债或其他违约

12.1 All sums outstanding in respect of the Goods pursuant to these Conditions of sale shall become payable immediately in the event:

a) the Buyer fails to make payment for the Goods in



## STANDARD TERMS AND CONDITIONS FOR SALE 买卖合同标准条款及条件

- accordance with these Conditions of sale;
- b) the Buyer commits any other breach of these Conditions of sale;
  - c) any distress or execution be levied on the Buyer's goods;
  - d) if the Buyer offers to make any arrangement with its creditors or commits any act of bankruptcy or if any petition in bankruptcy is presented against the Buyer;
  - e) the Buyer is unable to pay its debts as they fall due;
  - f) if being a limited company, any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented;
  - g) if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or part of the Buyer's business or assets; or
  - h) if the Buyer shall suffer any analogous proceedings under foreign law.

12.1 在发生下列任何事件时，本合约规定与货物有关的所有未付款项立即成为到期应付：

- a) 买方未能按照本合约规定支付货款；
- b) 买方违反本合约的任何条款；
- c) 买方货物受到任何扣押或执行扣押；
- d) 买方提出与其债权人作出任何安排或作出任何破产行为，或被针对提出任何破产申请；
- e) 买方未能按时偿还债务；
- f) 如果买方是一有限责任公司，该公司通过决议案或提出申请结束其营业(但为合并或重组而又并非无偿债能力的情况除外)；
- g) 如果就买方的全部或部分业务或资产委任出接收人、破产管理人、行政接收人或经理人；或
- h) 如果买方按照外国法律须进行以上任何类似程序。

12.2 In the event any situation set out in Clause 12.1 shall take place, the Seller may, in its absolute discretion and without prejudice to any other rights which it may have, suspend all future deliveries of any goods or services under this or other contracts with the Buyer and/or terminate all contracts with the Buyer without liability upon its part and/or exercise any of its rights pursuant to Clause 8 herein.

12.2 如果发生第 12.1 条所载列的任何情况，卖方可绝对自行酌情确定(而不影响其可能拥有的任何其他权利)暂停本合约或与买方签订的其他合约项下所有的交货或服务及/或终止与买方签订的所有合约而无须承担任何责任及或行使第 8 条规定的卖方的任何权利。

### 13. Waiver

#### 13. 弃权

13.1 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under these Conditions shall prejudice its right to do so in the future.

13.1 卖方弃权或容忍(无论是明文或隐含地)不行使本合约项下的卖方的任何权利时，不影响卖方在日后行使有关权利。

### 14. Force Majeure

#### 14. 自然灾害

14.1 The Seller shall not be liable to the Buyer for any default due to any act of God, war, Strike, riot, lock-out, industrial, action, fire, flood, drought, tempest or other event beyond the reasonable control of the Seller. 14.1 任何自然灾害、战争、罢工、骚乱、闭厂、工业行动、火灾、水灾、旱灾、风暴或其他卖方不能合理地控制的情况致使卖方有任何违约时，卖方无须向买方承担责任。

### 15. Severance

#### 15. 可分割性

15.1 Any provision of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Conditions.

15.1 当本合约任何条款失效或可能失效或无法实施时，则在有关的失效或无法实施的范围内有关条款应被视为可删除，并且不影响本合约的任何其他条款。

### 16. Amendments

#### 16. 修改

16.1 No amendment shall be made to these conditions unless agreed in writing by the Seller.

16.1 除非经卖方事先书面同意，本合约不得被作出任何修改。

### 17. Governing Law and Courts

#### 17. 管辖法律及法院

17.1 These Conditions are governed by the laws of the People's Republic of China ("PRC") and the parties hereby submit to the jurisdiction of the PRC court of the domicile of the Sellers.

17.1 本合约受中华人民共和国法律管辖，双方在此服从卖方所在地法院的管辖权。