

GENERAL TERMS OF SALE

通用销售条款

ARTICLE 1 第一条

Unless otherwise specially agreed to in writing, any order or modification of order must be made exclusively in writing and, as a matter of law, binds the contracting party to comply with the present general terms and conditions, notwithstanding any stipulation which may appear in any document issued by the purchaser and, especially, its general terms of purchase whenever they are transmitted to our company.

除非另有书面特别约定，尽管买方出具的任何文件可能存有规定，尤其是，其向我司传达的一般采购条款，任何订单或对订单的修改必须仅以书面形式做出，并且，基于法律，约束订约当事人遵守现行的通用条款和条件。

When an estimate is established by our company, it constitutes the particular terms and conditions amending or supplementing the present general terms and conditions.

当我司作出预估时，其构成专用条款和条件，对现行的通用条款和条件进行修订或补充。

Should an order be received from the purchaser, said order shall be deemed to be definitively accepted by our company only after our written acceptance. In that event, this acceptance shall constitute the particular terms and conditions.

若我司收到来自买方的订单，仅在我司书面承诺时该等订单方视为被明确接受。在此情形下，该等承诺应构成专用条款和条件。

The catalogues, assembly instructions, technical forms or any other documents shall be considered as an indicative information in such a way that our company may modify them at any time or proceed to the manufacture of adaptations that appear appropriate, without, for that reason, jeopardizing the orders delivered or in the process of delivery.

目录、组装说明、技术表单或任何其他文件应视为参考性文件。我司可在任何时间修改前述文件，或在不影响已交付或交付中的订单的前提下，进行生产改进以达到适用性。

ARTICLE 2 第二条

Unless the price contained under the order is expressly accepted in writing by our company, the sale prices are those which appear in the price list in effect at the time of delivery. They may be changed without advance notice as a function of market prices.

除非我司明确以书面形式接受订单中列示的价格，销售价格系产品交付时生效价目单显示的价格，可根据市场价浮动，不再另行提前通知。

The prices are established before taxes and are payable according to the following terms:

价格为税前价格，付款条件如下：

- An instalment at the placement of the order. In the event that said instalment is not paid by the purchaser within the terms thereof, the seller reserves the right to request guarantees of payment or even payment of the total price before delivery;

- The balance upon receipt of the merchandise.

- 订单处理后的分期付款。如果买方未在规定的期限内支付该笔分期款项，卖方保留向买方主张提供付款保证，或交付前全额付款的权利。

- 收货后支付余额。

However, specific means and schedules of payment may be granted by the seller to certain purchasers. In that event, exception to the principle specified above shall be valid only for an expressly defined order.

但是，某些买方可适用卖方授予的特定的付款方式和计划。在该等情况下，上述原则的例外将仅对明示确定的订单有效。

Return of a single bill of exchange, invoice or any other means of payment unpaid on the due date shall immediately render payable all of our company's claims, even those which are not yet due. Our Company shall then reserve the right to ask for an additional guarantee and to suspend or cancel all or part of the orders in progress which remain to be executed.

在付款到期日，单一汇票、发票的退回或其他付款方式未支付，则我司所有的主张应立即偿付，即便其仍未到期。我司由此保留要求额外保证并推迟或取消所有或部分仍在履行中的订单。

Default of payment for products by the purchaser on the due date, whatever term of payment specified thereof and pursuant to Contract Law of PRC, shall result in a penalty equal to the actual loss incurred by our company.

在付款到期日，若买方违约未能支付货款，根据《中华人民共和国合同法》及约定的付款条款，应赔偿我司遭受的实际损失。

ARTICLE 3 第三条

Unless the delivery date contained under the order is expressly accepted in writing by our company, the delivery dates are given only as indications. Therefore, late delivery shall not result in the application of penalties or payment of damages and interest against the seller, even should an order be cancelled.

除非我司明确以书面形式接受订单中列示的交付日期，交付日期仅作为参考。因此，对于迟延交付，卖方不承担损害赔偿金、违约金和利息，即使该定单被撤销。

ARTICLE 4 第四条

The studies, plans, designs, specifications and any intellectual property right for the performance of the General terms of sales and documents provided or addressed by Actuator Electric Motor Co., Ltd or any of our company's affiliate remain under its ownership; consequently, they shall not be communicated by the Purchaser to third parties for any reason whatsoever.

余姚市爱优特电机有限公司或任何我司的关联企业保留其提供或编写的研究、计划、设计、规格以及为履行本通用销售条款相关的知识产权和文件的所有权，基于此，买方不得以任何理由同第三方交流上述文件。

Moreover, the products sold may be protected by letters patent, models, trademarks or related intellectual property rights. Therefore, any person who attempts to appropriate said patents, models, trademarks intellectual property rights or imitates any of these elements is in violation of the law and shall be brought, in that regard, before any judicial court with the competence to adjudicate such disputes.

此外，售出的产品的专利、实用新型或商标及相关知识产权受到保护。因此，对于任何企图使用上述专利、实用新型、商标或知识产权，或违反法律模仿任何产品元件的主体，相关争议将被提交至有权管辖法院裁决。

ARTICLE 5 第五条

Delivery of the merchandise is deemed to occur at the time when it is made available. Unless otherwise stipulated, delivery is thus deemed to be made at the seller's plants. If delivery is late for a reason which is beyond the seller's control, it shall be deemed effectuated on the date agreed upon. Therefore, the purchaser is responsible for covering the costs and risks of shipment of the merchandise subsequently to delivery. The seller who acts as forwarding agent of its customer, shall not be held liable for incidents involving shipment of the merchandise, even though the carrier was chosen by the seller.

在产品可获得之时，视为产品可以交付。除非另有约定，交付在卖方工厂完成。如果交付因超出卖方控制而迟延，以约定交付日为准。由此，买方承担交付后的运输费用及风险。卖方作为客户的货运代理人，不承担包括产品运输在内的风险，即使承运人由卖方选定。

Upon delivery, the purchaser must inspect the qualitative as well as quantitative conformity of the material delivered. Therefore, any complaint from the purchaser shall be expressed to the carrier on the delivery slip remitted thereby, by ways and within the time limits: the complaint shall be addressed to the seller within three days, holidays not included, following receipt thereof, by extrajudicial document or by registered mail, provided that said complaint is justified.

交付时，买方须检验数量及质量是否相符。因此，买方的任何主张须在指定日期内以指定方式在运货单上向承运人明确表明：如果提出该主张，须在三日内（假日除外），通过函件或邮件告知卖方。

The absence of complaint is deemed to constitute acceptance of the merchandise and clearance of apparent defects and prohibits any subsequent action.

未提出主张视为已验收产品且产品未有明显瑕疵，不得对产品提出任何后续异议。

ARTICLE 6 第六条

All merchandise is sold under reservation of ownership. Consequently, transfer of ownership is deferred until full payment of the price.

所有产品销售时保留所有权。相应地，所有权直至全额付款后转移。

In default of its obligations of payment, the purchaser, at its own risk and peril, shall return the unpaid merchandise to the seller. The sale shall be cancelled, at the seller's discretion, eight days after a simple notice for payment has remained unsuccessful.

买方违反其付款义务，应自付风险，向卖方返还未支付价款部分的产品。在发出付款通知八日后仍未支付的情况下，卖方可决定取消销售。

In the event that the unpaid merchandise is not separately identified, the seller may file a claim on any merchandise of the same kind found in the purchaser's possession.

如果未支付产品不能单独区分，卖方可主张返还买方占有的任何同款产品。

ARTICLE 7 第七条

The contractual guarantees apply only if the purchaser has previously satisfied the terms of payment. Regarding a contractual guarantee for hidden defects, said guarantee shall not be invoked for apparent deficiencies and defects of conformity specified in the article covering delivery.

仅在买方已遵循付款条款的情形下，本质保条款适用。对于隐藏瑕疵的质保，其不得援引包含交付的条款中规定的明显瑕疵和合格性缺陷。

The merchandise may be either unitary parts or sets of parts, not necessarily manufactured in the seller's workshops. Each item thereof is specifically defined in a form provided to the Purchaser, which indicates the products' specifications.

产品为单一件或无须在卖方工厂完成的组装件。提供给买方的表单中详细列明每项内容，包括产品规格。

The purchaser shall provide in writing all particular requirements, which will be subject to the seller's prior approval.

买方应当以书面形式提出完整的定制要求，并取得卖方的事先同意。

All orders of the Purchaser entail acceptance of the form's specifications.

买方的全部订单需确定规格的描述。

The purchaser shall be solely liable for the definition of its needs, the accuracy and precision of any information it provides (including plans, drawings and specifications) and the compatibility of the seller's products with any installation or equipment which may be in relation with them. The seller shall not be liable for the proper functioning of its products in the context of their assembling and operating environment, the warranty obligations of the seller being strictly limited to the intrinsic quality of the products.

买方对如下事项自行承担 responsibility，包括买方需求的释义、买方提供的计划、图纸和规格等信息的准确性，以及在安装或装配卖方产品时与之有关的兼容性。卖方应对如下事项负责，包括在组装和操作环境下产品的正常使用，以及严格限定在产品内在品质内的卖方保修责任。

The seller will, at the purchaser's request, provide products' prototypes, parts or similar in order for the purchaser to effectuate tests. The seller shall not be liable (i) if the purchaser has failed to perform sufficient testing and/or controls on the products, or (ii) in case of losses or

damages resulting from the use by the seller or any third party, of technical documents, information, or data received from the purchaser or any other third party imposed on the seller.

卖方应买方请求，为买方进行测试提供产品原型、零部件等。卖方对如下事项免责：(1)如买方未能进行充分测试或控制产品；以及(2)因买方或任何第三方使用来源于买方或任何第三方的技术文件、信息或数据时产生的损失。

All disputed merchandise shall be returned to the seller's workshops or to any other location designated thereby. In the event of deficiency observed by the seller, the product, at the seller's discretion, shall be either replaced or repaired into a proper state and then made available to the purchaser, except in the event of the purchaser's abnormal use of the product, mistake or negligence. Application of the guarantee is limited to these operations and the purchaser shall in no circumstances hold the seller responsible for any ancillary financial outlays, whether direct or indirect, disbursements, such as labour, immobilization costs, or even packaging and shipment costs, either directly or indirectly caused by the unavailability of merchandise.

有争议产品全部退还卖方工厂或指定的任何其他地点。如果卖方发现产品缺陷，卖方自主决定更换产品或修理至适用状态，可供买方使用，因买方使用产品不当、失误或疏忽大意导致的除外。申请质保限于上述情形，买方须无条件承担因产品瑕疵导致卖方直接或间接产生的任何财务支出、费用（比如劳动、固定成本），以及包装费和运输费。

His guarantee is effective for twelve months from the delivery date.

质保自交付日起十二个月内有效。

Moreover, given the fact that certain products are made of individual elements which may be used separately or within a structure, the seller does not have the ability to control the actual conditions of use of these elements by the purchaser. Therefore, the purchaser is solely responsible for the use, either separately or within a structure, of the elements of products supplied by the seller in accordance with the instruction form provided thereto. Particularly, in no event shall the seller be held liable for injuries to persons or for material damages caused by the use of the products under conditions that differ from those conceived, or exceed the limits prescribed by the seller, for the use thereof in the instruction form. In the event that a legal action is initiated directly against the seller, and whatever the result of said action, only the purchaser shall definitively bear the cost thereof.

此外，鉴于特定产品制造时个别零部件须单独或组装使用，卖方不具备掌握买方使用该零部件实际状况的能力。因此，买方仅能根据提供的相关说明，单独或组装使用卖方提供的产品零部件。特别是，对于个人损害或因非正常使用产品造成的实际损害，或超出卖方说明范围的损害，卖方均不承担赔偿责任。如果该等争议下直接起诉卖方，无论裁判结果如何，仅由买方承担相关费用。

The purchaser is solely responsible for its products which are made of elements sold by the seller, including their manufacturing, labelling, placing on the market, marketing and distribution. The purchaser must strictly comply with all applicable laws, regulations and standards regarding its activities, and must ensure that the final products strictly comply with all specifications and information contained in the seller's product documentation.

卖方系产品部件的供应商，买方对其所生产的产品完全负责，包括产品的生产，标识，市场投放和分销行为等。买方以上行为须严格遵守相关法律、法规和标准要求，并确保最终产品严格符合卖方产品文件中的全部规格和信息。

Any certification and/or assertion about the purchaser's products for the destination market is made under the sole responsibility of the purchaser; the seller remains available to provide the purchaser with any relevant information regarding the products.

关于买方产品针对目标市场的任何认证和说明，由买方自行负责。卖方可以向买方提供关于产品的相关信息。

In any event, the seller's liability shall be released and the guarantee shall be null and void especially:

- when the products are transformed, modified or repaired outside of the seller's workshops or of those approved thereby;
- when elements of other origin, whatever they may be, are mixed in an assembly with elements and accessories manufactured and distributed by the seller.
- when defects or accidents are caused by negligence, intentional behaviour, incorrect utilization, overload of the products even for a short time, or by the user's lack of experience.

产品符合以下情形，卖方免责，且质保无效：

- 卖方工厂外进行改变、调整或修理，或批准从事那些行为；
- 其他来源的元件与卖方制造和分销的零部件及配件混合组装；
- 因疏忽、故意、不当使用、超负荷使用产品（即便是短时超负荷）所引起的瑕疵或故障。

For the compensation and indemnification arise from the performance of the contract, the seller's aggregate and cumulative liability for all losses or damages shall not exceed one hundred per cent (100%) of the amount effectively paid by the purchaser to the seller pursuant to the respective order or contract.

因合同履行而产生的赔偿责任，卖方须承担的损失不超过买方根据各订单或合同项下的已支付金额。

ARTICLE 8 第八条

Unless otherwise provided, this general terms of sale shall be solely governed by PRC law. For all complaints related to the formation, execution, extinction or interpretation of contracts, the parties attribute competent jurisdiction to the courts sitting in the area of the seller's head office, which courts are solely competent to adjudicate, even in the event of an invoking of guarantee or plurality of defendants. In no event shall the location, the various modes of shipment or the terms of payment constitute novation or exception to the present provision attributing competent jurisdiction.

除非另有约定，本通用销售条款应仅适用中华人民共和国法律。有关合同成立、履行、终止、解释的全部争议，双方提交卖方所在地有权管辖法院，即使存在质保或被告为多人的情形下，仍为唯一有权管辖地。在任何情形下，所在地、运输方式或付款条件不能替代现行有权管辖地条款的替换或例外。