



The Purchaser's attention is in particular drawn to the provisions of **Condition 11**  
请买方尤其关注第11条

在遵守第 11.4 和 11.5 条的前提下, 如果货物不符合第 11.2 条中的保证, 公司应选择免费更换或修理该等货物, 或返还该等货物的价款, 前提是如果公司要求, 买方应向公司退还货物或有瑕疵的部分货物, 费用由买方承担。买方就公司违反第 11.2 条下的保证的唯一救济为公司有义务修理、更换或返还(在所有情况下均由公司选择)。经修理或更换的任何货物应按该等条款在 12 个月保证期中的剩余期限内获得保证。

**11.7** Without prejudice to Condition 11.6, the Company's maximum aggregate liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser whether for tort (including negligence or breach of statutory duty), breach of contract (including deliberate, repudiatory breach by the Company), misrepresentation, restitution or otherwise shall in no circumstances exceed 50% of the cost of the relevant Goods or 50% of the cost of the relevant Services which give rise to such liability, as determined by the net price invoiced to the Purchaser.

在不影响第 11.6 条的前提下, 不论因侵权(包括过失或违反法定责任)、违约(包括公司故意违约)、虚假陈述、赔偿或其他原因引起, 公司对买方的累积责任(包括就其雇员、代理人及分包商的作为或不作为所承担的任何责任)在任何情况下最高不超过引起该等责任的相关货物费用的 50% 或相关服务费用的 50%, 按开具给买方的发票价格净额确定。

**11.8.** The Company shall not be liable to the Purchaser for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract, whether such loss or claim was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence and breach of statutory duty), indemnity or otherwise.

公司不就因合同引起或与合同有关的(直接的、间接的或后果性的)利润损失、业务损失或商誉受损, 或任何后果性赔偿索赔(无论如何引起)对买方承担责任, 无论该等损失或索赔是否可预知或在双方的预期之内, 无论是否因违约、侵权(包括过失及违反法定责任)、补偿或其他原因引起。

**11.9.** Subject to the foregoing the Company excludes all conditions, warranties representations and other terms expressed or implied by statute, customary or otherwise to the fullest extent permitted by Chinese law.

在遵守前述规定的前提下, 公司在中国法律允许的最大范围内排除所有由法规、惯例或其他方式明示或默示规定的条件、保证、陈述和其他条款。

**11.10.** Nothing in this Condition 11 or otherwise in the Contract, excludes or limits the liability of the Company for (a) death or personal injury caused by the Company's negligence; or (b) property damage caused by intentional misconduct or gross negligence or (c) any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

若发生以下情况, 本第 11 条的任何内容或合同的其他内容均不排除或限制公司的责任: (a) 因公司过失造成的死亡或人身伤害; 或 (b) 因故意不当行为或重大过失导致的财产损害; 或 (c) 因公司排除或试图排除的任何违法事项。

## 12. LICENCES AND CONSENTS 许可和同意

**12.1.** The Contract is conditional upon the obtaining of all licences or consents necessary for its performance (other than for the importation of the Goods by the Purchaser) in which connection the Purchaser shall sign all such forms and documents and render such other assistance to the Company as may be necessary.

合同以取得履行合同(而非买方进口货物)所需的所有许可或同意为条件, 为此, 买方应签署所有必要的表格和文件并向公司提供其他必要的协助。

**12.2.** The Purchaser shall obtain at its own expense any licence or consent required for the importation of the Goods by the Purchaser and if necessary or so required, shall produce evidence of the same to the Company on demand. 买方应自费取得买方进口货物所需的任何许可或同意, 如果必要或要求, 应在要求时向公司提供相关证据。

## 13. PURCHASER-OWNED MATERIALS 买方所有材料

Title and risk of loss to Purchaser-owned materials that are in the Company's possession shall remain with the Purchaser. The Company shall not be liable for any loss or damage to Purchaser-owned materials stored by the Company unless caused solely by the Company's negligence. Payment by the Company for such loss or damage shall be limited to the direct manufacturing cost of the Purchaser-owned materials (if it is manufactured by the Purchaser or its affiliates), or the replacement cost (if it was purchased from a third party), in either instance less the salvage value. The Purchaser shall be responsible for insuring its materials against all loss or damage not caused solely by the Company's negligence. The Company assumes no liability for loss or damage to Purchaser-owned materials caused by any force majeure circumstance (as defined in Condition 14.2 below).

在公司占有下, 买方所有材料的所有权和灭失风险始终由买方拥有和承担。公司不对公司存储的买方所有材料的任何灭失或损坏负责, 完全因公司过失导致的除外。公司就该等灭失或损坏的付款限于买方所有材料的直接制造成本(如由买方或其关联方制造), 或重置成本(如为从第三方购买), 两种情况均应减去残值。买方负责为其材料投保, 防范非完全因公司过失导致的所有灭失或损坏。公司对任何不可抗力情况(见下文第 14.2 条定义)导致的买方所有材料的灭失或损坏不承担任何责任。

## 14. FORCE MAJEURE 不可抗力

**14.1.** The Company shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods or Services by the Company being prevented, hindered or delayed by reason of any force majeure circumstances.

公司不就买方直接或因公司提供货物或服务由于任何不可抗力情况而受到阻止、妨碍或延迟而可能遭受的任何损失或损害对买方承担责任。

**14.2.** In this Condition "force majeure circumstances" shall mean any act of God, riot, strike, lock-out, trade dispute or labour disturbances, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, material or transport or other circumstances whatsoever outside the control of the Company affecting the provision of the Goods or of raw materials therefor by the Company's usual source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means of delivery.

在本条中, “不可抗力情况”指影响公司以正常供应来源提供货物或其原材料、或影响公司以正常方式制造货物、或影响公司以正常交付途径或方式交付货物的任何火灾、暴乱、罢工、闭厂、贸易纠纷或劳工争议、意外事故、设备或机械故障、火灾、洪水、难以获得工人、材料或交通或不受公司控制的其他情形。

## 15. TERMINATION 终止

If the Purchaser enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it passes a resolution or the Court makes an order that the Purchaser be wound up (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver, administrator or administrative receiver is appointed of any of the assets or undertaking of the Purchaser or if circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court to make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt or commits any breach of any part of this or any other contract between the Company and the Purchaser the Company may stop any Goods in transit and suspend further deliveries and by notice in writing to the Purchaser may immediately terminate the Contract without prejudice to the provisions of Condition 5.3 and to existing claim.

如果买方订立债务和解或破产或与其债权人和解, 或针对其的破产接管令已作出或其(如为公司)通过清算决议或法院命令买方清算(为合并或重组目的的除外), 或买方的任何资产或事业被指定接管人、管理人或行政接管人, 或发生使法院或债权人有权指定破产接管人、经理或管理人或使法院有权作出清算令的情形, 或买方由于债务而采取或遭受任何类似行动或违反公司与买方之间的各种合同的任何部分, 公司可停运任何在途货物并中止进一步的交付, 并可书面通知买方立即终止合同而不影响第 5.3 条的规定和现有权利主张。

## 16. WAIVER 放弃

The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

合同的任何一方未行使或执行合同授予的任何权利不视为放弃任何该等权利, 亦不构成排除在之后的任何时间行使或执行该等权利。

## 17. NOTICES 通知

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by courier or recorded delivery addressed to the party concerned at its principal place of business or last known address.

本条件下要求书面作出的任何通知如以挂号信件或快递发送至相关方的主营业地或最后所知的地址, 则视为已正式发送。

## 18. HEADINGS 标题

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

本条件的任何条款的标题仅为便于参考, 不影响本条件的解释。

## 19. SEVERANCE 分割

If any Condition of the Contract (or part of any Condition) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that Condition or part-Condition shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other Conditions shall not be affected.

如果任何法院或有适当管辖权的其他机构裁定合同的任何条件(或任何条件的一部分)无效、不合法或不可执行, 在规定的范围内, 该等条件或其相关部分应视为不构成合同的一部分, 且其他条件的有效性和可执行性不受影响。

## 20. GOVERNING LAW 管辖法律

The Contract shall be governed by and construed and interpreted in accordance with the laws of the People's Republic of China and for the purposes of settlement of any disputes arising out of or in connection with the Contract the parties hereby submit themselves to the exclusive jurisdiction of the Courts of Shanghai.

合同受中华人民共和国法律管辖并据其解释, 为解决因合同引起或与合同有关的任何争议, 双方在此同意受上海的法院专属管辖。

## 21. TYPE OF SALES TRANSACTION 销售交易类型

These General Conditions of Sale do not apply to electronic nor internet transactions. The web-sites used by the Purchaser to enter such electronic orders contain their own specific general terms & conditions.

本一般销售条件不适用于电子或网络交易。买方用于输入该等电子订单的网站含有其自身特定的一般条款及条件。

## 22. LANGUAGE 语言

These Conditions have been prepared in both Chinese and English. In case of any discrepancy, the Chinese version will prevail.

本条件以中文和英文编制。如有任何不一致, 以中文为准。