



General Terms and Conditions

一般条款与条件

1. ORDER CANCELLATION OR CHANGE (订单的取消与变更)

Requests to cancel or change the purchase orders shall be made in writing and before shipping. The Seller is entitled to accept or refuse. In case that the Seller accepts the Buyer's requests for order cancellation or change, the Buyer shall pay the Seller all the expenses arising therefrom

买方提出取消或变更采购订单的请求应在产品装运船只之前以书面形式提出, 卖方有权接受或者拒绝。在卖方接受买方取消或者变更采购订单请求的情形下, 买方应当支付卖方因此产生的费用。

2. QUALITY / QUANTITY / WEIGHT DISCREPANCY AND CLAIM (品质与数量、重量的异议与索赔)

In case that the Commodity quality is found by the Buyer to be not in conformity with the contract after arrival of the Commodity at the port of destination the Buyer may lodge claim with the Seller supported by the survey report provided by authorities or quality inspection organizations, with the exception, however of those claims for which the insurance company and/or the shipping company are to be held responsible. Surface quality claim can be lodged within 20 days after arrival of the Commodity at the port of destination while all other quality claim can be lodged within 30 days after arrival of the Commodity at the port of destination.

After receiving the quality objection raised by the Buyer, the Seller shall entrust a third-party quality inspection agency accepted by both parties to inspect the Commodity quality. If it is confirmed that the Commodity supplied by the Seller has quality problems, the Seller shall replace the Commodity with quality problems or return the difference price, and the testing cost shall be borne by the Seller. If the testing report verifies that the Commodity quality is in conformity with the contract, the testing cost shall be borne by the Buyer. In case that the Commodity quantity is found short by the Buyer after arrival of the Commodity at the port of destination, the Buyer should notify the Seller within 5 working days, and the two parties will negotiate and solve it separately.

产品到达目的口岸后, 买方如发现产品质量与合同约定不符, 除属于保险公司及/或船公司的责任外, 买方可以凭政府部门或质量检测机构出具的检验证明向卖方提出异议, 表面质量异议均须于产品到达目的口岸之日起 20 日内提出, 其他质量问题须于产品到达目的口岸之日起 30 日内提出。

卖方收到买方提出的质量异议后, 委托双方认可的第三方检测机构检测产品质量。在卖方供应的产品被确认存在质量问题的情况下, 卖方应当更换存在质量问题的产品或退还差价, 并承担检测费用。检测报告证明产品质量符合合同质量标准的, 由买方承担检测费用。

产品到达目的口岸后, 买方发现数量短缺的, 应在 5 个工作日内通知卖方, 双方另行协商解决。

3. RETENTION OF TITLE (所有权保留)

The Seller is entitled to retain the title and ownership of the all Commodity before the Buyer's all payment for the Commodity.

在买方支付全部货款之前, 卖方有权保留全部产品的所有权。

4. RISK TRANSFER (产品风险转移)

The rule of passing risk of loss of or damage to The Commodity from the Seller to Buyer shall refer to applicable trade terms agreed under the Special Terms and Conditions.

产品的风险转移规则参照双方在特殊条款与条件中选择的贸易术语的规定执行。

5. LIABILITY FOR LATE PAYMENT (延迟支付违约责任)

The Buyer shall pay within the time limit stipulated in the Special

买方应当在特殊条款与条件约定的期限内支付货款, 每延迟一日, 买方应当按照合同约定全部货款金额的千分之一向卖方支付逾期违约金。延迟支付超过 30 天的, 卖方有权处置合同产品, 处置价款不足以弥补卖方损失的, 买方应当承担相应的赔偿责任。

6. PICKUP OF COMMODITY (提货)

If failing to pick up the Commodity according to the prescribed delivery time, the Buyer shall issue a written statement to the Seller immediately, explaining the reason for delay in picking up the Commodity and the new delivery time.

In the event of above situation, the Buyer shall still pay to the Seller according to the prescribed time. In any of the following circumstances, the Seller has the right to dispose of the Commodity. If the price is not enough to make up for the Seller's loss, the Buyer shall bear the liability for compensation:

- (1) the Buyer fails to pick up the Commodity more than 30 days without justified reasons; or
- (2) the Buyer requests to return the Commodity without justified reasons; or
- (3) the Buyer refuses to pick up the Commodity without justified reasons.

如果买方不能按照既定的时间提货, 需要立即向卖方发出书面声明说明延期提货的原因以及新的提货时间。

买方延期提货的, 仍应按照合同约定期限履行支付货款的义务。

发生以下任一情形的, 卖方有权处置合同产品, 处置价款不足以弥补卖方损失的, 买方应当承担相应的赔偿责任:

- (1) 买方无正当理由延期提货超过 30 日的; 或
- (2) 买方无正当理由退货; 或
- (3) 买方无正当理由拒绝提货。

7. ARBITRATION (仲裁)

Any dispute arising from or in connection with this Contract, which is not amicably settled within sixty (60) days from its occurrence, shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The number of arbitrators shall be three (3); the place of arbitration shall be in Beijing, China, and the language to be used in the arbitration proceedings shall be Chinese. The arbitral award is final and binding upon both parties.

凡因本合同引起的或与本合同有关的任何争议, 在争议发生后 60 天内如果双方不能达成友好协商结果, 均应提交中国国际经济贸易仲裁委员会, 按照申请仲裁时该会现行有效的仲裁规则进行仲裁。争议由 3 名仲裁员审理, 并在北京用中文进行仲裁。仲裁裁决是终局的, 对双方均有约束力。

8. GOVERNING LAW (适用法律)

The interpretation and performance of this Contract shall be governed by the laws of the People's Republic of China. The Chinese version of this Contract shall prevail. This agreement is in duplicate, each party has one copy. Before get the originals, the faxed contract with the equal legal effect.

本合同解释和执行适用中国法律, 以中文版本为准。本合同一式两份双方各执一份。在获取原件之前传真件具同等法律效力。

9. EFFECT OF CONTRACT (合同效力)

This contract shall take effect on the date signed by both parties and shall be automatically invalidated when it fully performed.

本合同自双方签章之日起生效, 合同履行完毕即自行失效。



Terms and Conditions. Every single day after the delay, the Buyer shall pay the Seller a penalty for late payment in accordance with one-thousandth of the total payment amount. If the payment is delayed for more than 30 days, the Seller has the right to dispose of the Commodity. If the price is not enough to make up for the Seller's loss, the Buyer shall bear the liability for compensation.

10. CONTRACT AMENDMENT (合同变更)

This Contract represents the entire agreement of the parties, with respect to the subject matter hereof, and may not be altered or amended except in written, signed by both parties hereto.

本合同列明合同各方所有约定，除非双方书面同意不得变更。