



TERMS AND CONDITIONS OF SALE OF	销售条款与条件
SPIROL INTERNATIONAL ENGINEERED FASTENER TRADING CO., LTD	史派洛工业固定器国际贸易（上海）有限公司
Revised on 7 th ,Februray,2014	修订于 2014 年 2 月 7 日
1.DEFINITIONS	1.定义
(1) “Seller” means SPIROL International Engineered Fastener Trading Co., Ltd which acknowledges the order as set out in its Order Acknowledgement.	(1) “卖方” 指的是史派洛工业固定器国际贸易（上海）有限公司，其在其订单确认中确认订单。
(2) “Buyer” means the party which places the order and which is named as the customer in that order.	(2) “买方” 指的是下订单并在订单中被命名为客户的一方。
(3) “Order” means the customer places orders for the supply of goods by the Seller, setting out in [[the Seller’s standard order form] OR [the Buyer’s acceptance of the Seller’s quotation] OR [the Buyer’s order form].	(3) “订单” 指的是客户通过[卖方的标准订单表格]或[买方对卖方报价的确认]或[客户的订单表格]下订单请求卖方供货。
(4) “Order Acknowledgement” means the Seller’s written confirmation of the Order set out in the Seller’s standard Order Acknowledgement form.	(4) “订单确认” 指的是卖方在其标准订单确认表格上对订单所作的书面确认。
(5) “Goods” mean the products which the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Buyer.	(5) “货物” 值得是卖方同意向买方出售、买方同意从卖方购买的产品。
(6) “Prices” mean the prices for the goods set out in the Order Acknowledgement issued by the Seller. The Prices may be varied under the terms set out in Article 4.3 and Article 4.4 of these terms and conditions of sale.	(6) “价款” 指的是卖方出具的订单确认中列明的产品价格。价款可根据本销售条款与条件第 4.3 条和第 4.4 条予以更改。
(7) “Open Order Contract” means the agreement under which the quantities of goods are not fixed but the unit price of the goods are fixed, and the Buyer can place orders to purchase the goods from the Seller from time to time.	(7) “开放式订单合同” 指的是协议项下货物数量未确定，货物单价已确认，买方可不时通过下订单自卖方处购买货物。
2.EXCLUSION OF OTHER TERMS AND CONDITIONS	2.排除适用其他条款与条件
These terms and conditions of sale set forth herein constitute an integral and inseparable part of the agreement between the Seller and the Buyer. Any attempt by the Buyer to alter these terms and conditions of sale by counter offer or conditional acceptance shall be void and of no effect unless written confirmation is issued by the Seller.	本销售条款与条件构成卖方与买方之间达成的协议不可分割的一个组成部分。买方通过反要约或有条件承诺试图更改本销售条款与条件的做法一概无效，除非卖方通过书面形式确认。
These terms and conditions of sale are the only terms upon which the Seller will supply the Goods to the Buyer and apply to exclusion of any other terms and conditions including any terms and conditions which the	本销售条款与条件是卖方向买方供应货物的唯一条件，并排除任何其他条款与条件，包括买方试图适用的基于任何订单或类似文件项下的条款与条件以及贸易惯例、交易习惯或实践默示的任何其他条款

<p>Buyer purports to apply under any Order or similar document and any terms and conditions which may otherwise be implied by usage of trade, course of dealing or practice.</p>	<p>与条件适用。</p>
<p>3.APPLICATION OF INCOTERM</p>	<p>3.适用国际贸易术语</p>
<p>If Incoterm is referenced in these terms and conditions of sale, the rules and regulations of Incoterms 2010 concerning the agreed Incoterm applies to the rights and obligations of the Seller and the Buyer, including but not limited to contract of carriage and insurance, the allocation of costs such as carriage and insurance premiums, customs clearance, delivery, transfer of risk of or damage to the goods. In case of discrepancy between these terms and conditions of sale and the Incoterms 2010, the provisions of the Incoterms 2010 shall prevail.</p>	<p>如果本销售条款与条件援引国际贸易术语,《国际贸易术语解释通则》(2010)规定的该国际贸易术语项下的规则包括但不限于运输合同、保险合同,运费和保险费等费用的分配、海关清关、交付、货物灭失或损毁的风险转移适用于卖方和买方的权利与义务。本销售条款与条件与《国际贸易术语解释通则》(2010版)规定不一致的,《国际贸易术语解释通则》(2010版)优先适用。</p>
<p>4.PRICES</p>	<p>4.价款</p>
<p>4.1. The Prices as specified in the Order Acknowledgement are based on EXW [Shanghai] (Incoterms 2010), unless otherwise agreed by the Seller and the Buyer.</p>	<p>4.1. 订单确认中规定的价款系基于工厂交货[上海](《国际贸易术语解释通则》2010年版),除非卖方和买方另有约定。</p>
<p>4.2. The Prices are exclusive of value added tax, duties, fees and levies and any other applicable taxes which will be payable by the Buyer in addition to the Prices at the rate prescribed by law from time to time in line with Chinese tax law.</p>	<p>4.2. 价款不含增值税、关税、费用以及任何其他依据中国税法适用的应由买方依据法律规定的费率在价款之外另行支付的其他税项。</p>
<p>4.3. If the price of raw materials increases or if the shipment of all or any part of an order is delayed due to reasons attributable to the Buyer, the Seller shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the actual time of shipment.</p>	<p>4.3. 如果原材料涨价或如果因可归于买方的原因延误了订单全部或任何部分的发货,卖方保留以实际发货的时间为节点提高价格的权利,以反映原材料的涨价或被延误货物的增长价格。</p>
<p>4.4. The Buyer acknowledges and undertakes that agreed upon pricing is often dependent on the Buyer's meeting future conditions with respect to quantities requested and shipped over a specific time period, if Buyer fails to meet such conditions Seller may charge</p>	<p>4.4. 买方确认并承诺,商定的定价通常取决于买方是否满足特定期限内所要求的以及运输的数量方面的未来条件,如果买方无法满足该等条件,卖方可以进行追溯价格调整或要求买方达到定价的前提条件。</p>

retroactive price adjustments or require the Buyer to meet the conditions upon which the pricing was based.	
5.PAYMENT	5.价款支付
5.1. Payment shall be net thirty (30) days after date of issuance of the invoice by the Seller, unless otherwise specified.	5.1. 付款应在发票开具日期三十(30)日内作出, 除非另有规定。
5.2 .The Seller shall be entitled to issue an invoice for goods ready for shipment even though shipment is delayed due to reasons attributable to the Buyer. Under no circumstances will the thirty (30) day term be construed to begin after the goods arrive at the Buyer’s place of business or after the occurrence of any other event or contingency.	5.2. 即使因买方原因延误发货, 卖方也可以对已经备好可发货的货物出具发票。付款时间为发票时期后三十(30)日内, 除非另有规定。在任何情况下, 三十(30)日期限均不应解释为从货物送达卖方营业地点后或任何其他事件或意外事件发生后算起。
5.3. Any amount paid beyond the terms stated on the invoice issued by the Seller are subject to liquidated damages for overdue payment, and an interest equal to the eighteen percent (18%) per annum, calculated daily, will be charged against the Buyer by the Seller as liquidated damages for the overdue payment. The Buyer shall also pay the Seller any reasonable attorney fees and costs of collection, plus accrued interest, arising out of the Buyer’s failure to pay the price in whole or in part when due.	5.3.超过卖方出具的发票上注明期限的任何付款应支付逾期付款违约金, 并且卖方将向买方收取相当于每年 18%的利息, 利息按日计算, 作为逾期的付款违约金。买方还应向卖方支付因其未能支付全部或部分到期价款而产生的任何合理的律师费和催收成本, 以及产生的利息。
6. SECURITY FOR PAYMENT	6.付款担保
Upon the request of the Seller, the Buyer shall provide an unconditional and irrevocable letter of bank guarantee designating the Seller as beneficiary to guarantee the Buyer will perform its obligations, including but not limited to payment of the total price for supply of the Goods, any liquidated damages, reasonable attorney fees and any other costs and expenses incurred by the Seller due to breach of contract by the Buyer.	一经卖方要求, 买方应当提供一份无条件、不可撤销银行保函, 指定卖方作为受益人, 以担保买方履行其义务, 包括但不限于担保支付供应货物的总价、任何违约金、合理的律师费以及卖方因买方违约发生的任何其他成本与费用。
7. DELIVERY	7.支付
7.1. The Goods will be delivered EXW [Shanghai](as such term is defined in Incoterms 2010). Delivery of the Goods (“Delivery”) will be deemed to occur when the	7.1.货物将按照工厂交货[上海] (《国际贸易术语解释通则》2010 版定义的此等条款) 交付。货物的交付 (“交付”) 在卖方完成该国际贸易术语项下的交付义

<p>Seller completes the delivery obligations under that Incoterm. To the extent only of any conflict or inconsistency between EXW (as such term is defined in Incoterms 2010) and these terms and conditions of sale, Incoterms 2010 will prevail.</p>	<p>务时视为完成。工厂交货条款（《国际贸易术语解释通则》2010 版定义的此等条款）与本销售条款与条件有冲突或不一致的，《国际贸易术语解释通则》2010 版的规定优先适用。</p>
<p>7.2. Delivery dates are approximations and time shall not be of the essence for deliveries with respect to the agreement between the Buyer and the Seller. Without limiting the generality of the foregoing, if any delivery is delayed, a) the Buyer shall provide a reasonable time period for the Seller to make the delivery, or b) such delivery dates shall be reviewed by the Seller, and if, in the Seller's sole judgment, delivery is delayed for an unreasonable period of time the Seller may cancel the agreement by written notice to the Buyer.</p>	<p>7.2. 交货日期为大致日期，并且时间因素不应作为买方和卖方之间协议的交货要件。在不损及前文的一般性前提下，如果任何交货发生延误，a) 买方应给予卖方合理期限交货；或者，b) 卖方将重新考虑该等交货日期，如果卖方自行判断交货日期的延误超过合理期间，卖方可以书面通知买方解除协议。</p>
<p>7.3. Subject to the agreement between the Seller and the Buyer, if the Seller is under the obligation of concluding the contract of carriage for the Goods, the Seller shall have the right to specify the routing of all shipments if the Buyer doesn't indicate the routing and the Seller shall not be liable for specifying the routing.</p>	<p>7.3. 受制于卖方和买方的约定，如卖方有义务为货物订立运输合同的，买方未指定路线的，卖方有权指定所有发货的路线，并且卖方不对指定路线承担责任。</p>
<p>7.4. In no event shall the Seller be liable for loss of use, loss of production or service interruption, loss of profits or any other pure financial loss which is consequential, indirect, incidental, caused by delays in delivery or cancellation. Further the Seller shall not be liable for punitive damages unless the Buyer is entitled to punitive damages under Chinese law.</p>	<p>7.4. 无论如何，卖方对于因交付延误或解除引起的使用损失、生产损失或服务中断、利润损失或任何其他间接、非直接、偶然的纯经济损失概不负责。并且，卖方不承担惩罚性损害赔偿，除非买方根据中国法有权获得惩罚性损害赔偿金。</p>
<p>8. PASSING OF RISK AND RETENTION OF TITLE</p>	<p>8. 风险转移与所有权保留</p>
<p>8.1. Risk of loss of or damage to the Goods will pass to the Buyer on Delivery.</p>	<p>8.1. 货物灭失或损毁的风险自交付时转移至买方。</p>
<p>8.2. Notwithstanding delivery of any Goods from the Seller to the Buyer, the Seller shall reserve its title to the Goods delivered until the Buyer has paid in full the total price for</p>	<p>8.2. 尽管卖方将任何货物交付买方，但卖方保留所交付货物的所有权，直至买方已足额交付供应货物的总价。如果买方无法按时足额支付总价，卖方有权一经提出要</p>

<p>supply of the Goods. The Seller shall be entitled to repossess the Goods upon demand in the event of failure by the Buyer to pay the total price in full on time. The Buyer shall indemnify the Seller all costs, expenses, losses and liabilities, etc. relating to repossessing the Goods by the Seller.</p>	<p>求即取回货物。买方应赔偿卖方遭受的与取回货物相关的所有成本、费用、损失及责任等。</p>
<p>9. INSPECTION AND ACCEPTANCE</p>	<p>9. 验收</p>
<p>The Buyer shall inspect the Goods and notify the Seller of the defect in quality or shortage of quantity for the Goods within [ten (10)] days in written form after the Goods are delivered to the Buyer. If defect in quality or shortage in quantity is confirmed by the Seller after such notification, the Seller will be responsible for resolving it. Failing to deliver such notification within the period as specified hereto will be deemed that the Goods delivered to the Buyer is accepted as qualified and complying with the quantity as agreed with the Seller and the Buyer.</p>	<p>在货物交付给买方[十 (10)]日内，买方应检验货物并书面通知卖方货物存在的质量缺陷或数量短缺。在该等通知到达卖方后经卖方确认存在质量或数量问题的，由卖方负责解决。未能在本条规定的期间内发出该等通知的，应视为货物经验收质量合格并符合卖方和卖方约定的数量。</p>
<p>10. LIMITED WARRANTY</p>	<p>10.有限保修</p>
<p>10.1.The Seller warrants that all goods sold by the Seller to the Buyer pursuant to the agreement between the Seller and the Buyer shall be free from defects in workmanship and materials for the following period of time from and including the date of shipment: one (1) year for goods other than equipment; one hundred eighty (180) days for goods that are equipment used by Buyer in one eight hour shift; and ninety (90) days for goods that are equipment used by the Buyer in more than one eight hour shift. This warranty does not apply unless the Buyer gives written notice of any defects within ten (10) days of discovery of the defect.</p>	<p>10.1. 卖方保证， 卖方依据其与买方之间的协议卖与买方的所有货物，自发货日期（包含发货当日）起的下列期限内不存在工艺和材料缺陷：除设备外的货物为一年；买方作为设备使用的、每天使用一个八小时班次的货物为一百八十（180）天；买方作为设备使用、每天使用多过八小时班次的货物为九十（90）天。除非买方在发现任何缺陷后十（10）日内书面通知存在缺陷， 否则此保证不适用。</p>
<p>10.2. The Seller will not be responsible for the warranty liabilities set out in Article 10 if the defect is not caused by or not attributable to the Seller or if: (a) the relevant defect was caused by damage occurred during the course of transportation; (b) the relevant defect was caused by fair wear and tear; (c) the relevant defect was caused or exacerbated by improper use, handling, alternation, installation, repair and maintenance by the Buyer or any third party;</p>	<p>10.2. 如该缺陷并非卖方造成或不可归因于卖方， 或出现以下情形， 卖方对第 10 条规定所列保修责任不承担责任： (a) 相关缺陷系因货物在运输中受到的损害引起； (b) 相关缺陷系因合理磨损引起； (c) 因买方或任何第三方不当使用、 操作、更改、安装、修理和维护引起或扩大的缺陷；</p>

<p>10.3. The Buyer acknowledges and agrees that its sole and exclusive remedy for any breach of the foregoing warranty shall be the repair by the Seller (or replacement, at the Seller's sole option) of any products or parts supplied by the Seller, without obligation of the Seller for installation of the repaired or replacement parts. The transportation costs and other costs and expenses in relation to the repair and replacement shall be borne by the Buyer. In no event may the Buyer claim for defects of the Goods after expiration of the warranty period provided in this Article 10.1.</p>	<p>10.3. 买方承认并同意，对于任何违反前述保证的唯一和排他的补救办法是由卖方对其供应的任何产品或零件进行维修（或经卖方自行选择进行更换），卖方无义务安装维修后的零件或更换的零件。为维修或更换缺陷产品或零件产生的运费及其他成本与费用由买方负责承担。买方不得在第 10.1 条规定的保修期届满后就货物缺陷提出索赔。</p>
<p>10.4. EXCEPT AS STATED IN THIS ARTICLE 10, THE SELLER MAKES NO WARRANTIES WITH RESPECT TO THE GOODS. THE WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXCLUDED, UNLESS SUCH FITNESS FOR PARTICULAR PURPOSE ARE CONFIRMED IN WRITTEN FORM BY THE SELLER WHEN REACHING AGREEMENT FOR SUPPLY OF GOODS.</p>	<p>10.4. 除非本第 10 条明确规定，否则卖方对货物不做任何保证。除非在达成供货协议时卖方书面确认此等特殊目的的适用性，该等符合特殊目的的适用性在此予以排除。</p>
<p>10.5. The Buyer acknowledges that the Seller will provide application assistance and recommendations to the Buyer to support the incorporation of the Goods into the Buyer's application and such assistance and recommendations provided by the Buyer are subject to approval based on the Buyer's testing and final approval. The Buyer acknowledges and undertakes that the Seller will not be liable for such assistance and recommendations and such assistance and recommendations shall not in any manner affect or expand the limited warranty as specified in this Article 10. The Seller may, from time to time, provide recommendations as to the best practices in the testing and usage of the Seller's goods. The Buyer further acknowledges and agrees that such recommendations shall not in any manner affect or expand the limited warranty as specified in this Article 10.</p>	<p>10.5. 买方确认，卖方将向买方提供应用方面的协助和建议以支持货物整合到买方的应用中，并且卖方提供的协助和建议须经买方测试后批准和最终批准。买方确认并承诺卖方不对该等协助和建议承担责任，并且该等协助和建议不应以任何方式影响或扩大本第 10 条规定的有限保修。卖方可不时提供关于卖方货物测试和使用方面的最佳实践建议。买方进一步承认并同意，该等建议不应以任何方式影响或扩大本第 10 条规定的有限保修。</p>
<p>11. LIMITATION OF LIABILITY</p>	<p>11. 责任限制</p>
<p>11.1. These terms and conditions of sale have specified the Seller's scope of liabilities to the Goods. The Seller shall not be responsible for any liabilities with respect to the Goods which are not specified in these terms and conditions of sale. The Buyer acknowledges and undertakes that the Buyer agrees to all and any of the provisions under this Article 11.</p>	<p>11.1. 本销售条款与条件规定了卖方对货物承担责任的范围。卖方不承担本销售条款与条件规定的责任范围以外的其他任何责任。买方确认并承诺其同意本第 11 条的所有及任何规定。</p>
<p>11.2. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY CONSEQUENTIAL,</p>	<p>11.2. 无论属于何种情况，对于因卖方任何行为、违约或疏忽导致买方将遭受该等</p>

<p>INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED BY BUYER AS THE RESULT OF ANY ACT, BREACH OR OMISSION BY THE SELLER, EVEN THOUGH THE SELLER MAY HAVE BEEN ON NOTICE THAT THE BUYER WOULD INCUR SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SELLER WILL NOT BE LIABLE FOR BUYER'S LOST PROFITS, LOSS OF USE, DAMAGE TO EQUIPMENT OR PROPERTY, REDUCTION IN MANUFACTURING OUTPUT, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY OR REPUTATION, OR ANY INDIRECT DAMAGES ARISING FROM ANY BREACH OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER BY THE SELLER.</p>	<p>损害, 卖方概不负责。在不限制上文的前提下, 对于买方的利润损失、无法使用、设备或财产损害、产出降低、数据丢失、丧失业务机会或声誉、或因卖方任何违反卖方与买方之间协议的行为而发生的任何间接损害, 卖方概不负责。</p>
<p>11.3. Further, in no event shall Seller's maximum aggregate liability to the Buyer exceed the lesser of (i) \$15,000 or (ii) the amount actually paid for the defective goods.</p>	<p>11.3. 另外, 无论发生何种情况, 卖方对买方承担的最大合计责任不应超过以下二者金额中的较低者: (i) 15,000 美元或 (ii) 为缺陷货物实际支付的金额。</p>
<p>11.4. The limitations of liabilities as set out in Article 11.2 and Article 11.3, shall remain in full force and effect regardless of the nature of the Buyer's claims and the type of cause of action (including but not limited to cause of action arising out of contract, warranty, tort, product liability or otherwise, which expressly applies to any negligent acts or omissions of Seller).</p>	<p>11.4. 无论买方索赔的性质和案由类型如何(包括但不限于卖方过失行为或不作为所明确适用的合同、保证、侵权、产品责任或其他责任的案由), 本第 11.2 条和第 11.3 条规定的责任限制仍应保持完全效力。</p>
<p>12. FORCE MAJEURE</p>	<p>12. 不可抗力</p>
<p>12.1. Force Majeure shall mean any event which is beyond the reasonable control of the Parties and which is unforeseeable, unavoidable and cannot be overcome which shall include Acts of God, severe weather conditions, mass labor disputes, governmental actions, war, inability to obtain permits, licenses, raw materials or shipments of product, shortages and any other causes or circumstances beyond the Seller's control.</p>	<p>12.1. 不可抗力指的是超出合同当事人合理控制范围的不可预见、不能避免以及不能克服的事件, 包括天灾、恶劣天气条件、大规模劳动纠纷、政府行为、战争、未能获得许可证、执照、原材料或产品装运、短装及超出卖方控制范围的任何其他事由或情况。</p>
<p>12.2. A notice shall be given to the counterparty within five (5) working days when a Force Majeure event happens which makes one party unable to perform its obligations due to Force Majeure and provide evidence regarding the Force Majeure event within five (5) working days.</p>	<p>12.2. 一方因不可抗力无法履行合同的, 该方应在不可抗力事件发生后五 (5) 个工作日内向另一方发出通知, 并在五 (5) 个工作日内提供发生该等不可抗力事件的相关证据。</p>
<p>12.3. The Seller will not be liable for any delays</p>	<p>12.3. 对因不可抗力直接或间接导致的任</p>

or losses resulting, directly or indirectly, from events of Force Majeure.	何延误或损失， 卖方概不承担责任。
13. CANCELLATION BY THE SELLER	13. 卖方解除
13.1. The Seller reserves the right to cancel all or any part of the agreement at any time by giving a written notice with immediate effect if the Buyer fails to pay any amount when due under the agreement between the Seller and the Buyer or otherwise breaches the agreement between the Seller and the Buyer or if in the Seller's sole judgment the financial condition of the Buyer warrants such action.	13.1. 如果买方未能按时支付卖方和买方之间协议规定的任何款项或违反卖方与买方之间的协议, 或者如果卖方自行判断买方的财务状况将导致其违约的, 则卖方保留随时书面通知立即解除协议或部分解除协议的权利。
13.2. The Buyer agrees to authorize its creditors to disclose to the Seller information concerning the Buyer's credit worthiness, upon the Seller's request.	13.2. 买方同意一经卖方请求, 买方授权其债权人向卖方透露关于买方信誉的信息。
13.3. The Buyer acknowledges and undertakes to agree that the Seller shall not be responsible to the Buyer for any liabilities for the cancellation by the Seller.	13.3. 买方确认并承诺其同意卖方不对卖方解除合同向买方承担任何责任。
14. CANCELLATION BY THE BUYER	14. 买方取消订单
14.1. The Seller reserves the right to charge the Buyer up to [20%] of the [aggregate] value of [the orders already placed by the Buyer under] the Open Order Contract as liquidated damages for order cancellations. The Seller will be entitled to deduct such liquidated damages from any payments already made by the Buyer (if any).	14.1. 如果取消订单, 卖方保留向买方收取最高金额为开放式订单合同[项下买方已下订单的合计]价值的[20%]作为违约金的权利。卖方有权自买方已付的任何款项(如有)中扣除该等违约金。
14.2. If the Buyer fails to pay [20%] of the [aggregate] value of [the orders already placed by the Buyer under the] Open Order Contract within the specified time period as requested by the Seller, the Buyer agrees that the Seller shall be entitled to review and adjust existing commercial terms including but not limited to unilateral adjustment of the prices, the deadline for payment, prepay terms, etc. for future orders.	14.2. 如果未能在卖方请求的期限内支付开放式订单合同[项下买方已下订单的合计]价值的[20%], 买方同意卖方有权就以后的订单审核并单方面调整现有商务条款, 包括但不限于价款、预付款条款等。
14.3. For the situation of repeated orders (where an individual order is accepted by the Buyer and an independent contract is formed), the Buyer agrees that the Seller shall	14.3. 对于多次下订单的情形(即买方接受单个订单并成立一个独立的合同), 买方同意如买方取消订单, 卖方有权最高向买方收取该被取消的单个订单价值的

<p>be entitled to charge [20%] of the value of the individual order as liquidated damages for cancellation and deduct such liquidated damages from any payments already made by the Buyer (if any), if the Buyer cancels such order. Further the Seller shall be entitled to adjust the existing commercial terms including but not limited to unilateral adjustment of the prices, the deadline for payment, prepay terms, etc., for future orders.</p>	<p>[20%]作为取消订单的违约金，并从买方已付的任何款项（如有）中扣除该等违约金。并且，卖方有权就以后的订单调整现行商务条款，包括但不限于价款、付款期限、预付款条款等。</p>
<p>15. CLAIMS AND ADJUSTMENTS</p>	<p>15.索赔与调整</p>
<p>Specially manufactured and/ or customized goods are not returnable. No shortage claim or error in shipment will be adjusted unless reported in writing to the Seller within [ten (10)] days after the Goods are delivered to the Buyer. Returns, regardless of reason, will not be accepted without prior written authorization by the Seller.</p>	<p>特殊加工和/或定制货物不可退货。除非向买方交付货物后[十（10）]日内书面报告卖方，否则装运时发生的任何短装索赔或错误不予调整。未经卖方事先书面授权，无论何种理由，概不接受退货。</p>
<p>16. STATUE OF LIMITATION FOR ACTIONS AND CLAIMS</p>	<p>16.诉讼和索赔的时效</p>
<p>Any claim or cause of action with respect to the agreement between the Seller and the Buyer must be commenced within one (1) year after the party knows or ought to have known of the infringement of its rights unless a longer mandatory statute of limitation applies.</p>	<p>事关卖方与买方之间协议的任何索赔或案由均必须在一方知道或应当知道其权利受到侵害之日起一（1）年内提起，除非法律强制适用更长的诉讼时效。</p>
<p>17. GOVERNING LAW AND DISPUTE RESOLUTION</p>	<p>17.管辖法律及争议解决</p>
<p>17.1. The agreement between the Seller and Buyer shall be governed by and construed in accordance with the laws of China and the choice of law provisions in Chinese law will not be applied. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to the agreement between the Seller and the Buyer.</p>	<p>17.1. 卖方与买方之间的协议受中国法律的管辖和解释，不适用中国法律有关法律选择的相关规定。无论发生何种情况，《联合国国际货物销售合同公约》概不适用于卖方与买方之间的协议。</p>
<p>17.2. Any controversy or claim arising out of or relating to supply of the Goods, or the goods which are the subject hereof, shall be settled by arbitration by [Hong Kong International Arbitration Centre (HKIAC)] in accordance</p>	<p>17.2. 因供应货物产生的货与其有关的任何争议或索赔，均应提交[香港国际仲裁中心]根据将争议提交仲裁时该仲裁机构现行有效的仲裁规则通过仲裁解决。仲裁地为[香港]。仲裁语言为[英语]。仲裁庭</p>

<p>with its arbitration rules which is in force when the controversy or claim is submitted for arbitration. The place of arbitration shall be in [Hong Kong] and the language to be in the arbitration shall be [English]. The arbitration tribunal shall consist of by [three (3)] arbitrator who shall be appointed in accordance with the arbitration rules of the [Hong Kong International Arbitration Centre (HKIAC)] which is in force when the dispute is submitted for arbitration. The losing party in the arbitration shall pay the arbitrator's fees and costs of arbitration and shall pay the prevailing party's reasonable attorney's fees. The award rendered by the arbitration tribunal shall be final and binding on the parties and no party shall seek recourse to a law court or other authorities to appeal for reversion of the award and the award shall be enforceable by any court of competent jurisdiction.</p>	<p>由三[3]位仲裁员组成，仲裁员的选定根据将争议提交仲裁时[香港国际仲裁中心]现行有效的仲裁规则任命。仲裁的败诉方向该仲裁员支付仲裁费和成本，并向胜诉方支付合理的律师费。仲裁庭作出的裁决是最终裁决，对双方具有约束力，任何一方不得寻求法院或其他机关请求撤销该裁决，并且该裁决可经有管辖权的任何法庭强制执行。</p>
<p>18. SOLE AGREEMENT</p>	<p>18.协议的唯一性</p>
<p>These terms and conditions of sale and Seller's Order Acknowledgement, in the form sent to the Buyer, constitute the final expression of the parties' agreement, and it is the complete and exclusive statement of the terms and conditions of the agreement between the Seller and the Buyer which supersedes all previous negotiations and commitments in respect of the matters stated herein. No other oral or written terms re part of the agreement between the Seller and the Buyer. The agreement between the Seller and the Buyer may only be modified by a document in writing signed by both parties.</p>	<p>本销售条款与条件和按特定形式发送给买方的卖方订单确认构成双方协议的最终表达，它是卖方与买方之间协议的条款与条件的完整和唯一表述，并且效力超越此前就本销售条款与条件所列相关事项所进行的谈判或作出的承诺。没有其他口头或书面条款构成卖方与买方之间协议的一部分。卖方与买方之间的协议仅在双方书面文件后可修改。</p>