

销售和交付的通用条款与条件
General Terms & Conditions of Sale and Delivery

该销售和交付通用条件适用于特瑞堡密封系统（苏州）有限公司（以下简称为“特瑞堡密封系统”）的所有销售业务。These General Conditions of Sale and Delivery apply to all sales from Trelleborg Sealing System (Suzhou) Co., Ltd (hereinafter "TSS Suzhou").

该一般条件旨在告知除中华人民共和国（“中国”）适用法律要求的条款和条件外，其它适用于特瑞堡密封系统商品销售（以下简称为“商品”）活动的条件。

The intention is briefly to inform about the conditions that TSS Suzhou apply to the sales of Goods (hereinafter "Goods") in addition to what follows from the applicable law of the People's Republic of China ("PRC").

1. 一般条件的基本原则

The Basic Principle of these General Conditions

1.1 特瑞堡密封系统的所有商品销售均受中国法律管辖。基于此，特瑞堡密封系统只要求本一般条件中规定或在个别采购合同中另行书面约定的商品销售免责条款。因此，除非特瑞堡密封系统以书面形式共同确认，否则应视为不接受买方在确认订单之前或之后所规定的任何特别条款。

As a basic principle all sales of Goods from TSS Suzhou are governed by the PRC law. Based on this, TSS Suzhou only claims the exceptions set out below in these General Conditions, or which have been agreed on in writing in connection with an individual purchase. Thus, TSS Suzhou does not accept any special terms of purchase specified by the buyer before or after the issuing of the order confirmation, unless TSS Suzhou has confirmed them in writing.

1.2 在特瑞堡密封系统收到买方的接受通知并确认订单之前，特瑞堡密封系统的所有报价均不受法律约束。特瑞堡密封系统的报价在自报价之日起的30天内有效。订单确认函和该一般条件构成卖方和特瑞堡密封系统（卖方）之间就相关商品销售的协议。

Quotations made by TSS Suzhou will not be binding till TSS Suzhou has received the buyer's acceptance and issued an order confirmation. TSS Suzhou's quotations are valid for 30 days from the date of quotation. The order confirmation and these General Terms & Conditions constitute the agreement concerning the sale of Goods between the buyer and TSS Suzhou as the seller.

1.3 特瑞堡密封系统的所有报价均基于本一般条件，反映了特瑞堡密封系统在本合同中规定的责任界限。如买方希望在本一般条件之外另行约定其他条款，双方可另行约定，特瑞堡密封系统可以提交修正后的报价。

All prices quoted by TSS Suzhou are based on these General Conditions and reflect the limitations in TSS Suzhou's liability, which are set forth herein. If the buyer wishes to contract terms other than those set out in these General Conditions, special arrangements can be made and TSS Suzhou can submit a revised quotation.

2. 采购价格

Purchase Price

2.1 报价单或订单确认函中规定了商品的采购价格，且该价格中包含增值税、进口税、关税及中国机关可能征收的其它税款或费用（“税款”）。如订单确认函中未规定采购价格，应以特瑞堡密封系统在商品交付时有有效的标准价格为准。但是，如由于原材料价格、电费标准或税款上调等超出特瑞堡密封系统控制范围的原因而导致相关商品的总成本增加，特瑞堡密封系统将有权调整采购价格。

The purchase price of the Goods is stated in the quotation form or order confirmation and is inclusive of VAT, import duties, tariffs or any other levies or charges that may be imposed by the Chinese authorities (the "Taxes"). If the order confirmation does not contain a purchase price, TSS Suzhou's standard price in force at the time of the delivery of the Goods shall apply to the sale of Goods. TSS Suzhou is, however, entitled to adjust the purchase price if the company's total costs for the Goods have been increased by circumstances beyond the company's control, such as increases in prices on raw materials, electricity, Taxes etc.

3. 交付

Delivery

3.1 对于海外销售，在对交易的交付条款和/或交付条件达成一致后，应按照达成销售当时适用的国际贸易术语对其进行解释。如未另行特定约定，交付方式应视为《2020年国际贸易术语解释通则》下规定的FOB。特瑞堡密封系统应负责商品的运输并选择运输方式。买方应对运输费用和 risk 负责。

For international sales, when the terms of delivery and/or the conditions of delivery of the transaction have been agreed on, they are to be interpreted in accordance with the INCOTERMS in force at the time of the conclusion of the sale. If no special terms have been agreed on, the delivery shall be considered FOB under FCA INCOTERMS 2020. TSS Suzhou shall ship the Goods and choose the transport method. Shipment shall be for the buyer's account and risk.

特瑞堡密封系统（苏州）有限公司
Trelleborg Sealing System (Suzhou) Co., Ltd

3.2. 对于国内销售，除另行约定外，交付方式应为工厂交货。但，买方要求时，特瑞堡密封系统也可负责商品的运输，费用和 risk 由买方承担。

For domestic sales, unless otherwise agreed, the delivery terms shall be EXW. But TSS Suzhou can ship the Goods to the buyer upon the buyer's request and at its account and risk.

4. 买方的检查和投诉义务

The buyer's obligation to examine and to complain

4.1 在接收商品时，买方有义务对商品进行全面检查。接收商品后，买方应立即（不迟于收货后八天）告知并描述已交货商品所存在的缺陷，该缺陷是买方已经或应该已经发现的。买方不得对在该等检查过程中本能够但未能发现的任何产品缺陷提出索赔。所有投诉应在交付之后的3个月内提出。

The buyer is obliged to examine the Goods carefully upon receipt. The buyer shall immediately and not later than eight days from receipt of the Goods notify and describe such defects on the Goods delivered as the buyer has or ought to have found. The buyer cannot claim any defect that could have been found at such an examination. Complaints shall always be made within 3 months from delivery.

5 数量

Quantity

5.1. 特瑞堡密封系统保留在供货数量方面允许有±3%偏差的权利。
TSS Suzhou reserve the right to supply goods with a quantity deviation of ±3%.

6 付款

Payment

6.1. 特瑞堡密封系统接受的付款方式为银行汇款，发票上另行规定的除外。如支付延迟，即迟于发票日期后8天支付的，特瑞堡密封系统将按每天0.5%收取利息。

TSS Suzhou's payment terms are bank transfer, unless otherwise specified on the invoice. In the case of late payment, i.e. payment later than 8 days from date of invoice, TSS Suzhou will charge a daily interest at 0.5%.

7 所有权保留

Reservation of Title

7.1. 在中国法律允许所有权保留的范围内，商品在货款全额支付之前归特瑞堡密封系统所有。

In so far as reservation of the title is legal according to the PRC law, the Goods shall remain the property of TSS Suzhou until payment of the Goods has been made in full.

8 规格一致性

Conformity with specifications

8.1. 特瑞堡密封系统保证，在商业上正常和普遍承认的误差范围内，商品与订单确认函内描述的技术参数相一致，特瑞堡密封系统不保证商品对特殊目的的适用性，除非买方在订单特别注明且特瑞堡密封系统在订单确认函中也明确确认。TSS Suzhou guarantees that the Goods conform to the specifications mentioned in the order confirmation within the tolerances which are normal and generally accepted within the business. TSS Suzhou does not guarantee the appropriateness for special purposes of the Goods, unless it has been mentioned specifically by the buyer in the order and stated expressly in the order confirmation by TSS Suzhou.

9 顾问的责任

Consultant's liability

9.1. 特瑞堡密封系统就商品的特殊用途所提供的信息仅供参考，由于买方对商品的使用不在特瑞堡密封系统的控制范围内，特瑞堡密封系统不对买方就商品的具体使用承担任何责任。特瑞堡密封系统也不对因商品的错误或非正常使用而引起的任何损坏或损失负责。

TSS Suzhou's advice on the Goods use for specific purposes is only to be considered informative, and as the buyer's use of the Goods is beyond the control of TSS Suzhou, TSS Suzhou cannot be held liable for the buyer's concrete use of the Goods. TSS Suzhou can further not be held liable for any damage or loss due to wrongful and unusual use of Goods.

10 缺陷和延迟责任

Liability for defects and delays

特瑞堡密封系统（苏州）有限公司
Trelleborg Sealing System (Suzhou) Co., Ltd

10.1 特瑞堡密封系统将尽最大努力对所有客户按时提供不存在任何缺陷的商品。但在少数情况下确实无法做到，特瑞堡密封系统将承担下述责任：最高至相应的商品采购价格的25%以内或分批交货时，每批交货商品采购价格25%以内。对于因特瑞堡密封系统的产品缺陷或交付延迟而对买方造成的直接损失，特瑞堡密封系统将予以赔偿，但前提是缺陷或延误由特瑞堡密封系统的过失而造成。

TSS Suzhou does the utmost in order to deliver the Goods free of defects in due time to all customers. If TSS Suzhou exceptionally does not succeed in doing so, TSS Suzhou undertakes the following liability: Up to a maximum corresponding to 25% of the purchase price of the Goods or – if the Goods are to be delivered in instalments – corresponding to 25% of the purchase price of each delivery. TSS Suzhou shall indemnify the buyer for the direct losses suffered due to TSS Suzhou' delivery of defect or delayed Goods, provided that the defect or the delay by negligence on the part of TSS Suzhou.

10.2 特瑞堡密封系统对任何间接损失不承担责任，包括但不限于生产损失、利润损失、市场扰乱导致的损失或其它间接损失，无论该等损失是否可归因于特瑞堡密封系统。

TSS Suzhou is not liable for any indirect losses, including but not limited to loss of production, loss of profit, loss as a consequence of market disturbances and other consequential losses, no matter if TSS Suzhou can be blamed for such damage.

10.3 除法律另行规定外，特瑞堡密封系统的责任自交付日期后的12个月内终止。

Unless otherwise provided by law, TSS Suzhou' liability ends within 12 months after the date of delivery.

10.4 特瑞堡密封系统对由商品的运输、储存、不当搬运或第三方的过失而造成的任何缺陷或延误不承担责任。

TSS Suzhou is not liable for any defects or delay that is caused by transportation, storage, wrongful handling of the Goods and any neglect by third party.

11 产品责任

Product Liability

11.1 特瑞堡密封系统应按照《产品质量法》及其它相关的中国法律对其交付的不合格产品造成的损失承担责任。

TSS Suzhou shall be liable for damages caused for defective products delivered by TSS Suzhou in accordance with the Product Quality Law and other relevant rules of the PRC.

11.2 特瑞堡密封系统对因商品使用错误或不当而造成的任何损失不承担责任。同样，特瑞堡密封系统对任何不动产或有形资产的任何损坏不承担责任，除非特瑞堡密封系统存在重大过失行为。

TSS Suzhou shall not liable for any damages which be attributed to incorrect or un-usual use of Goods. Likewise, TSS Suzhou shall not be liable for any damages of real property or tangible assets, unless TSS Suzhou has acted with gross negligence.

11.3 但是，对于因上述情形而产生的责任，该等责任应不包括营业损失、时间损失和其它间接损失。除非另行书面约定，对于财产损失的责任不应超过单次事故或同次交付引起的系列事故损失的卖方交付的货物价值。

However, if liability arises pursuant to the above, such liability shall not include operating loss, loss of time and other indirect loss. Unless otherwise agreed in writing, liability for damage to property cannot exceed the delivery value per incident or series of incidents caused by the same delivery.

11.4 如第三方根据《产品质量法》对买方提出索赔，买方应立即就该等事宜通知特瑞堡密封系统。如超出了上述规定的特瑞堡密封系统应承担范围，买方应免除特瑞堡密封系统的责任。

If a third party files a claim against the buyer for liability according to the Product Quality Law, the buyer shall immediately notify MPP Suzhou hereof. The buyer shall discharge MPP Suzhou if liability in excess of the above-mentioned limitation of liability is imposed on Trelleborg Sealing Solutions.

11.5 如第三方对因特瑞堡密封系统交付的产品而造成的损失提出索赔，特瑞堡密封系统和买方应共同作为被起诉对象出庭解决。如本一般条件中第14条的规定，中国法律应适用于特瑞堡密封系统和买方。

TSS Suzhou and the buyer shall be mutually obliged to accept being sued at the court handling claims for damages raised against them on the basis of damages claimed to be caused by the products delivered by TSS Suzhou. As stated in clause 14 of this General Conditions PRC law shall apply to the relationship between TSS Suzhou and the buyer.

12 不可抗力

Force Majeure

12.1 买方或特瑞堡密封系统均无力影响超出其控制范围的情形，因此，任何一方均无需对因不可抗力事件而无法履行协议的行为承担责任，但仅限于该等不可抗力事件导致双方无法履行本协议下的义务的范围。下述情形应视为导致双方无法履行本协议或超出可履行合理范围的不可抗力：劳资纠纷和其它超出双方控制范围的情形，例如火灾、战争、动员或同等范围的军事征募、征用、扣押、法规变化、货币限制、暴动和骚动、交通受阻、物资匮乏、电力限制和因本段中描述的情形而导致的分包商交付缺陷或延迟。

特瑞堡密封系统（苏州）有限公司
Trelleborg Sealing System (Suzhou) Co., Ltd

Neither the buyer nor TSS Suzhou can influence circumstances beyond their control. Consequently, neither TSS Suzhou nor the buyer shall be liable for failure to fulfil the agreement due to events beyond their control (force majeure), however, only to the extent and as long as these circumstances prevent the parties from fulfilling the obligations under this agreement. The following circumstances shall be considered as cause for both parties, if they prevent the fulfilment of the agreement or make performance unreasonably onerous: Industrial disputes and other circumstances beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, changes in statutory regulations, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors due to any circumstance as referred to in this paragraph.

13 出口控制

Export control

买方同意并承诺:

The buyer agrees and undertakes that:

13.1 不会使用产品从事任何与化学武器、生物武器或核武器、能够运送这些武器的导弹、核爆炸等有关的活动或以任何方式, 导致特瑞堡密封系统违反对伊朗或其他目的地的金融或贸易制裁;

it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause TSS Suzhou to be in breach of financial or trade sanctions imposed against Iran or any other destination;

13.2 不会出口、再出口、转售、供应或转让货物到任何受到联合国、欧盟或美国贸易禁运的目的地或当事人, 或给已知或怀疑货物可能会被用于上述条款13.1所列示的目的的任何目的地或当事人;

it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in 13.1 above;

13.3 遵守所有适用的出口和制裁法律;

it will comply with all applicable export and sanctions laws;

13.4 在与客户贸易时, 应包括同样的条款; 和

it will include the same terms in its dealings with its customers; and

13.5 同意全额赔偿特瑞堡密封系统因任何违反本条款而产生的或判给特瑞堡密封系统的所有成本、开支、责任、损失、损害、索赔、诉讼(包括但不限于法律费用), 无论该等违反行为是直接或间接发生的, 也不管特瑞堡密封系统是否知晓。

it agrees to fully indemnify TSS Suzhou for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against TSS Suzhou arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of TSS Suzhou.

14 适用法律

Governing Law

14.1 因特瑞堡密封系统的交付产品而产生或与其相关的任何争议应通过中国法律解决。

Any dispute that arises out of or in connection with any deliveries from TSS Suzhou shall be settled according to PRC Law.

15 争议解决

Dispute Resolution

15.1. 因特瑞堡密封系统交付的产品而引起或与之相关的任何争议, 在提出争议的一方书面通知另一方之后的三十(30)日内, 如特瑞堡密封系统和买方无法通过友好协商的方式解决, 则应依照当时适用的仲裁规则提交位于上海的中国国际经济和贸易仲裁委员会仲裁。仲裁语言为英语。

Any dispute arising out of or in connection with TSS Suzhou' deliveries, which cannot be settled between TSS Suzhou and the buyer through amicable negotiation within thirty (30) days since one party formally raises the dispute in writing to the other party shall be settled by arbitration with China International Economic and Trade Arbitration Commission in Shanghai in accordance with its then effective arbitration rules. The arbitration shall be conducted in the English language.