

ATTACHMENT II

附件 II

Terms and Conditions of Sale—China (Domestic)

销售一般条件--中国（国内）

1. Terms of Sale 销售的条件

These General Terms and Conditions of Sales ("Terms") govern all sales of Goods (as defined in Attachment I) by Seller to Buyer regardless of whether Buyer purchases the Goods through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). In case of a conflict between these Terms and the Purchase Order, these Terms prevail except where Seller has expressly agreed to the conflicting term in the Purchase Order in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order and Seller's acceptance or order acknowledgment, the acceptance or order acknowledgment prevails.

本销售一般条件（“条件”）适用于买卖双方就货物（如附件 I 所定义）的所有销售，无论买方是发送书面订单或通过 EDI 发送电子订单（统称为“订单”）。如果订单与本条件的规定有冲突，本条件应当优先适用，除非卖方在对订单的接受或确认中明确表示接受订单中的不同规定。如果订单与卖方对订单的确认或接受有冲突，则卖方的确认或接受应当优先适用。

2. Price 价格

The price of the Goods, as set forth in Attachment I of the Sales Contract, does not include any VAT or local taxes levied by any governmental authority or any extra charges for packaging, shipping, and insurance, unless Seller expressly agrees otherwise.

除非卖方明确表示相反意见，销售合同附件一中规定的货物价格不包括政府机构征收的任何其它增值税或当地税收，也不包括任何额外包装，运输或保险的费用。

3. Payment 付款

Payments must be made to Seller according to Article 2 of the Sales Contract. Payments not received when due must bear interest at the rate of 0.7‰ per day. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Contract or beginning the manufacture of the Goods.

买方应当按照销售合同第 2 条的规定向卖方支付货款。如果没有支付到期货款，买方应当按照每天 0.7‰ 的利率支付延迟付款的利息。卖方有权限制或取消买方的信用额度，并且，在卖方为履行销售合同作准备或开始生产货物之前要求买方支付预付款或提供一定的担保。

4. Credit: 信贷:

Initial orders, and all subsequent orders placed with seller will be classified as:

卖方将订单及后续订单分两大类:

4.1. Cash-in-advance (CIA) - Cash-in-advance orders will be entered by seller upon receipt of the order and payment. Please request seller's standard credit application from seller's Customer Service Department and allow 3 weeks for processing. 现金预付 (CIA) --现金预付订单将在卖方接到订单并收到付款后安排生产。请通过卖方客户服务部门提出标准信用申请, 处理期为三周。

4.2. Cash-on-delivery (COD). 货到付款(COD)。

The seller reserves the right to withdraw any credit terms and cancel any orders based upon unacceptable payment history. 卖方有权撤消信贷条款和取消有不良付款历史的订单。

4.3. TERMS 期限:

Net 30 days, subject to approval by the seller's Credit Department.

从卖方信贷部批准后 净三十天。

5. Blanket Orders 综合订购单

Blanket orders are subject to review on an annual basis. Any remaining balances or releases are subject to being billed and shipped after 12 months if not taken during that period.

综合订购单为年度订单情况概括。12 个月内未结清之所有余款或未发货物将归入下一年度中清算或装运。

6. Claims 索赔

Any claim alleging that the Goods are not in compliance with the sales contract including shortage or damage which is liable by Seller should be raised by Buyer, within 5 working days to the Seller. After that period, Seller has no further obligation.

因卖方原因造成的货物与销售合同不符,短缺, 破损的索赔请求,买方必须在收到货后 5 个工作日内向卖方提出其索赔请求。在此期间之后, 卖方不再承担任何义务。

7. Shipment 装运

Seller will ship according to its standard commercial practice. If special packing or shipping instruction are agreed, charges will be billed separately to Buyer.

卖方将按照其标准装运货物。如果双方同意采取特别的运输或包装方式, 买方将承担由此产生的费用。

Unless quoted otherwise, all prices are FOB our factory, New Hampton, Iowa. Pricing is determined at time of delivery and is subject to change at anytime prior to our acceptance of your purchase order. Shipments will be made via the most economical method unless we are given specific shipping instructions. Premium freight shipments are not considered as part of normal business practices and are at the expense of the customer.

若无其它特殊要求, 所有价格均为 FOB 衣阿华洲, 新汉普顿工厂价。价格的确定由发运时间决定, 在我司正是接受客户订单前可以更改。除非客户有特殊要求并给出书面的运输方式, 否则我司将采用最经济装运方式。除 FOB 条款下的其它一切运保费, 应由客户承担。

A. TriMark is not responsible for damage, loss or delay after goods are delivered to carrier. When loss or delays occur, we will gladly assist in tracing or expediting any lost orders.

货交承运人后特利马克不对货物的损坏，遗失及延迟负责。当货物发生遗失及延迟时，我方将积极协助追踪以更快查找到丢失货物。

B. Shortages must be reported to TriMark within 5 working days after receipt of original shipment.

若存在货物短装情况，需在收到货物的五个工作日内通知特利马克公司。

C. Standard Packaging - All TriMark products are shipped in bulk packaging. Individually ordering each component assures you of the right combination of parts for your application at the lowest possible cost.

标准包装-所有特利马克产品采用散装运输包装。对各定购部件实行独立包装，保证用户正确找到所需组合部件，并为日后使用最大化的节约成本。

D. Optional Packaging - Available upon special request and quotation, custom packaged can be provided which contains all necessary hardware for the product packed and included in the carton. Any additional costs associated with special packaging shall be at the expense to the customer.

可选包装-当客户有特殊要求时我们会给出特殊包装的报价，包装提供所有必需的产品硬件并用纸箱包装。所有因特殊包装产生的额外费用由客户承担。

E. Quantity Shipped: 装运数量:

TriMark endeavors to ship exact quantities as per customer order. However, should shortages occur, TriMark reserves the right to ship partial orders. 特利马克承诺根据客户要求数量进行装运。然而，若遇到短装情况发生，特利马克将保留分批发运的权利。

Back orders will be shipped as soon as available on FOB our plant basis.

延期交货订单将根据 FOB 条款尽快装运。

TriMark reserves the right to ship +/- 10% of original quantity ordered.

特利马克保留运送原订单量溢短装在 10% 以内的货物的权利。

8. Transfer of Risk 风险的转移

All risk of loss of or damage to the Goods shall be transferred from Seller to Buyer upon Delivery as per Article 3 of the Sales Contract according to the Incoterms 2000.

货物发生灭失或损坏的一切风险，应根据 2000 年国际贸易术语解释通则按照销售合同第 3 条交付时起由卖方转移至买方。

9. Title 货物所有权

Seller retains the ownership to the Goods until Buyer has paid the Contract Price in full.

卖方享有货物的所有权，直至买方全部付清合同总价。

10. Delay in Delivery 延期交货

10.1. Seller shall deliver the Goods in accordance with the Time of Delivery as set forth in Article 3 of the Sales Contract. 卖方应按照销售合同第 3 条规定的交货时间交付货物。

10.2. Delivery of Goods by Seller is subject to the Buyer's fulfillment of its obligations under the Sales Contract in a timely manner, including but not limited to i) making down payment (if any); and ii) obtaining all necessary licenses and approvals (if any). If the foresaid conditions are not satisfied, the Time of Delivery shall be extended accordingly, and Seller shall not be responsible for such delay in delivery.

卖方按照规定时间交货将基于以下条件：买方及时履行了其销售合同项下的义务，包括但不限于 i) 支付合同预付款项(如有的话)，以及 ii) 及时提供所有必须的许可证及批文(如有的话)。如果上述条件未能及时得到满足，交货期应当延长由于上述原因耽误的相同天数并且卖方毋须承担延期的责任。

10.3. If any delay is attributable to Force Majeure as defined hereof or any other causes beyond the reasonable control of Seller, the Time of Delivery shall be extended accordingly.

如果延期归咎于本条件规定的不可抗力，或其他卖方无法合理控制的原因，交货期应相应延长。

10.4. In the event that Seller fails to deliver the Goods within the Time of Delivery as set forth in Article 3 of the Sales Contract or any agreed extension period for reasons solely attributable to Seller, Buyer may claim liquidated damage in the amount of 0.5% of the value of the Goods in delay per every full calendar week of delay. The liquidated damage is limited to 5% of the value of the Goods in delay. Such liquidated damages shall be the sole and exclusive remedy of Buyer in the event such delay in delivery occurs. Both Buyer and Seller acknowledge that such liquidated damages do not reflect the actual damages but are reasonable and sufficient to compensate Buyer for any losses and damages it might suffer as a result of such delay.

如果因完全归咎于卖方的原因而导致交货期超过销售合同第 3 条规定的日期或其他经双方同意的任何延期，则买方可就每个完整日历星期，请求延期交付的货物之价款的 0.5% 作为损害赔偿。该等损害赔偿最高不得超过延期交付货物之价款的 5%。该等损害赔偿是买方在卖方延期交货时可获得的唯一和所有的救济。买卖双方确认此损害赔偿虽并不反映实际损失但足以合理弥补因迟延交货或完成服务而可能给买方造成的损失。

11. Warranty 保证

11.1. Seller warrants that the Goods will meet the specifications as described in Attachment I. UNLESS EXPRESSLY STATED IN THE SALES CONTRACT, SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES CONTRACT.

卖方保证货物符合附件 I 所述的产品规格。除非卖方在销售合同中明确表示，卖方未就货物作任何其他陈述或保证（无论是隐含的或法定的），包括但不限于任何有关货物适销，适用于特殊的目的或其他事项的保证。本条款在销售合同终止或撤销后继续有效。

11.2. Unless otherwise provided, the warranty period is twelve (12) months upon Delivery as set forth in the Sales Contract. 如果没有其他约定，保证期为自货物按本销售合同发货后 12 个月。

11.3. During the warranty period, if the Goods do not conform to the warranty contained herein and the warranty is not excluded by Section 11.5 hereof, then Buyer shall promptly notify Seller in writing about such defects. Upon receipt of a claims report, Seller shall ask Buyer for a sample of the defective Goods or schedule an inspection of the defective Goods. If Seller determines that the Goods do not comply with the warranty provided in Section 11.1 then Seller shall repair or replace the defective Goods at no cost to Buyer within a reasonable period of time.

在保证期内，如发现货物不符合保证并且也不属于本条件第 11.5 条规定的除外情况，买方应及时书面报告卖方有关货物瑕疵。在收到买方的报告后，卖方应当要求买方提供瑕疵货物的样品或安排检查瑕疵货物。如果卖方认为货物不符合本 11.1 条的保证，则卖方应自费在合理的期限内修理或更换货物。

11.4. Buyer shall assist Seller in inspecting, repairing and replacing the Goods. For such purpose, Buyer shall grant Seller access to the non-conforming Goods for disassembly and reassembly and shall, upon Seller's reasonable request, make necessary personnel, equipment and facilities available to Seller at no cost to Seller.

买方应当协助卖方检查，修理或更换瑕疵货物。为此目的，买方应当为卖方拆卸或重新安装瑕疵货物提供便利，并应卖方的合理要求，免费提供必要的人员，设备和设施给卖方。

11.5. Seller shall not be liable for minor defects which does not affect normal use of the Goods or are unsubstantial deviations from the specification of the Goods, or result from 1) natural wear and tear, 2) damages arising after the transfer of risk, or 3) damages from faulty or negligent handling, excessive strain, use of unsuitable appurtenances, defective installation or erection not carried out by Seller, inappropriate storage or any other external impact on the Goods not explicitly assumed by Seller hereunder. 对不影响货物正常使用的微小瑕疵，以及与货物规格的非实质性偏差卖方不承担责任。同时，卖方也不对以下情况引起的瑕疵承担责任：1) 货物正常的损耗，2) 风险转移后产生的损害，或 3) 由于处理中的故意或过失，过分的压力，使用不适当的机械设备，非卖方进行的不适当安装，不合适的存放或其他卖方在本合同中没有明确表示负责的外力对货物造成的损害。

11.6. The remedies provided for in this Section 11 are the exclusive remedies available to Buyer for breach of warranty by Seller. 本第 11 条款规定的补救是买方可获得的因卖方违反质量保证的唯一的救济措施。

12. Return Goods 产品退运:

Advance authorization from seller's Customer Service Department is required for all goods to be returned to the seller. Authorization to return shall be granted in cases of defective product or incorrect shipments due to an error on seller's part. However, no credit or return shall be authorized for product that is

considered a “special” or unique to a single customer, unless it can be determined that the product issue identified, is due to incorrect assembly or an error on seller’s part. Seller shall not accept any return of products that were manufactured over one year prior to the requested date of return shipment to seller. Seller may also, at its option, authorize the return of other goods subject to a 20% restocking charge. Credit shall be determined upon inspection of all products returned to seller. Freight on all return goods must be prepaid to our plant and merchandise must be received within 30 days of date of authorization. All returns must have a Return Goods Authorization Number, which must accompany all correspondence and shipping documents. Any return without an RGA number shall be refused at seller’s receiving dock.

所有产品退运前需经卖方客户服务部门授权同意。若产品有缺陷或由卖方原因造成的产品错运情况应准许退运。但买方信誉不良以及产品为“特殊”产品或为用户单独订做的产品不可被授权退运，除非能确定产品被错运或卖方单方面出错。卖方不接受已生产超过一年的产品退运。其它情况卖方可自行决定是否接受退运，但将收取 20% 的复仓储费。所有退回卖方的产品将接受检查并根据检查结果确定客户信誉。所有退回卖方的产品运费由客户预付，并且商品必须在接到退回授权后的 30 日内送达卖方公司。所有退回产品需领取退运产品授权号，此号需与所有相应文件及船务文件一同退回。任何无退运产品授权号的产品将被卖方接收港拒收。

13. Limitations of Liability 责任限制

13.1. Seller shall be liable for any loss of or damage to goods or property of Buyer caused directly by negligence or wrongful act (breach of contract and/or tortious conduct) on the part of Seller, its personnel or its subcontractors engaged in carrying out the Sales Contract. In the event that such negligence or wrongful act constitutes breach of contract and tortious act at the same time, Seller shall be liable for relative responsibility.

由于卖方、其雇员或分包商在履行销售合同中的疏忽或错误行为(违反合同和/或侵权行为)直接造成的买方货物或财产的灭失或损坏，卖方应负责任。如果卖方、其雇员或分包商在履行销售合同中的疏忽或错误行为为违反合同，卖方承担相应责任。

13.2. The liability of Seller as stated above shall not, unless in case of gross negligence or willful act, exceed the Contract Price or RMB 100,000¹, whichever is less.

除非卖方有重大过失或故意行为，在其它任何情况下，上述卖方的责任不应超出合同总价或人民币 100,000 元，以价值较小者为准。

13.3. In no event is Seller responsible for any loss of use, production, profit, interest, revenues, loss of information or data or any indirect or consequential damages or losses, regardless of whether those damages are foreseeable.

在任何情况下卖方对使用、生产、利润、利息以及收入损失、资料或数据的遗失或任何间接的或后果性的损坏或损失都不承担责任，无论该等损失是否可以预见。

13.4. This Section 13 shall also apply to Seller's personnel, subcontractors and licensors and their personnel. 本第 13 条应同样适用于卖方的人员、分包商和许可者及他们的人员。

¹ You may adjust the amount according to the internal policy of your group/company.

14. Force Majeure 不可抗力

14.1. Neither Buyer nor Seller shall be liable for failure of performing the Sales Contract when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the Party to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out war or warlike situation, riot, sabotage, fire, catastrophic breakdown of equipment critical to perform the Sales Contract, transportation delays or accidents, acts of government (such as but not limited to change of laws and revocation of import permits), and outbreak of epidemic.

买卖双方因不可抗力不能或延迟履行销售合同的义务时，均不承担责任。不可抗力应指遭受不可抗力方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、履行销售合同的关键设备遭受完全瘫痪、运输阻滞或交通事故、政府行为(例如但不限于修改法律规定和取消进口许可)以及疫情的爆发。

14.2. Any delay in delivery by Seller as a result of the occurrence of any Force Majeure event to its Sellers or subcontractor shall be deemed as a Force Majeure event occurring to Seller.

因卖方的分包商或供应商遭受不可抗力导致卖方延迟交付，应当视为卖方遭受不可抗力。

The Party affected by Force Majeure shall inform the other Party in writing without any delay with respect to the impact of such event on the performance of the Sales Contract.

受不可抗力影响的一方应立即就不可抗力事件对销售合同履行的影响通知另一方。

15. Adaptation Of Contract 合同的调整

If the occurrence of Force Majeure events substantially changes the economic implications or content of the Contract or has a substantial impact on Seller's business, the Contract shall be adapted appropriately and in good faith. Where this is not economically reasonable, the Seller shall have the right to terminate the Contract. Notwithstanding any other provision in this Contract, the Seller shall be entitled to terminate the Contract when a Force Majeure event has continued for more than 180 days. If the Seller exercises the right of termination, he shall notify the Buyer in writing immediately after becoming aware of the Force Majeure event. This notification requirement shall apply even where at first an extension of the time for delivery had been agreed between the Parties. 如果因不可抗力事件的发生，实质性地改变了本合同的经济意义和内容或对卖方的业务产生了实质性的影响，双方应当秉诚适当地修改合同。但如果修改合同在经济上已不合理了，卖方有权终止本合同。即使本合同中的其他条款有约定，卖方有权在不可抗力事件持续 180 天以上时终止合同。如果卖方行使该终止权，应在知道不可抗力事件后立即书面通知买方。当双方同意延长交货期时，也应适用该通知要求。

16. Designs 设计:

16.1. Designs are considered intellectual property of seller and shall be protected under the Confidentiality and Non Disclosure Agreement of the two parties. For the purpose of constant improvement in seller's products, the designs and specifications are subject to change without notice.

Seller shall endeavor, however, to notify buyer of any changes that satisfy buyer's requirement before

shipment. Seller shall not be responsible for the results of any technical advice in connection with the design installation or use of products sold hereunder.

设计是指卖方的知识产权，并受双方所签订的保密协议保护。为了产品的不断更新发展，卖方对产品设计与规格的修改均可不预先通知买方。但是，卖方将在货物装运前通知买方针对产品做出的任何修改，并且修改满足买方需求。卖方不负任何与设计安装或产品使用相关的技术咨询。

16.2. Tools, Dies, etc.: When tools, dies, assembly fixtures or materials needed for the manufacture of products ordered, etc. are furnished or made by seller, as well, the terms are met, they remain the property of seller and, unless initially agreed upon otherwise, shall be kept in repair without buyer charges for normal repairs and upkeep for the reasonable life of the tool. Seller shall not be responsible for tooling that sits idle for more than one year.

模具，冲压等：相同情况下，除非另有协议，生产所需的模具，冲压、工装或原材料由卖方提供或制造，并由卖方所有并且负责日常维护修理及工具合理使用期限内的维护，买方不付任何费用。卖方不负责闲置超过一年的设备维修。

16.3. Tooling that is to be purchased by the Buyer shall be paid for in three equal payments: 1/3 upfront with purchase order, 1/3 upon sample approval, and the final 1/3 after the first production order is shipped. 由采购员所购买的工装、模具付款分三部分收取：1/3 在采购单之时预付，1/3 于样品确认时付清，最后 1/3 于第一批订单装船运输之后付清。

16.4. Technical drawings or CAD files shall remain the property of seller and shall remain resident at seller unless agreed upon prior to product release. 除非提前达成产品让渡协议，否则技术图纸或 CAD 文件属于卖方所有，并由卖方保管。

16.5. Any product that is used outside of the intended design limitations, altered, or abused in any way is not covered by warranty. Seller shall not be liable for any consequential damages that may occur in the event the product is misapplied, altered, or abused by the customer.

以任何方式对产品进行的任何超出设计限制的使用，错用，滥用将不享受卖方技术支持。卖方不负责维护因客户对产品的误用，错用，滥用行为导致的产品损坏。

17. Patents 专利权:

17.1. The customer shall indemnify seller of product infringement or litigation, when such product is made in accordance with the materials designs or specification furnished or designated by the customer. In which case, the customer shall indemnify seller against any judgment for damages and cost rendered. 如果客户提供他人或卖方产品相同的原材料设计，技术参数时，客户应赔偿卖方产品侵权费和提起诉讼费。在这种情况下，客户应就卖方所有损失和成本消耗进行赔偿。

17.2. Any products purchased by the customer that include seller products are subject to being assigned co-inventorship of seller as a result of any United States or foreign patents may be applied for herein. Seller retains the right to own and maintain any patents as a result of such co-invented

designs. 客户购买的任何产品，包括卖方制造的产品在内，都属于卖方的合作发明专利，即任何美国或外国专利都可在此使用。卖方保留所有权及合作发明专利权。

18. Software 软件

18.1. Unless otherwise provided in the Sales Contract, Buyer may only use the software delivered with the Goods for the purposes stated in the manual of the Goods.

除非销售合同另有规定，买方只可就产品说明书中列明之目的使用货物所带之软件。

18.2. With regard to standard software - even if it is modified for Buyer's purposes, the Buyer shall have the non-exclusive right to use the software in unchanged form and with the agreed performance specifications on the agreed equipment. The Buyer is allowed to make two back-up copies unless otherwise agreed or noted differently on the media or in the software documentation.

对于标准软件，即使是为了买方而修改的，买方应有非排他性的权利在不改变软件的形式、在约定的设备上按照约定的履行参数使用软件。除非另有约定或在介质或软件文件上有不同标注，买方可以制作两份复制件用作备份。

18.3. With regard to software modules specifically developed for the Buyer, the Buyer shall have the exclusive right to use the software modules in un-changed form and with the agreed performance specifications on the agreed equipment. Seller shall, however, be entitled to use the ideas and concepts free of charge, on which the software modules are based as it sees fit.

对于特别为买方开发的软件模版，买方应有排他性的权利在不改变其形式的情况下，在约定的设备上按照约定的履行参数使用软件模版。卖方应有权在其认为合适的情况下免费使用创制软件模版所基于的创意和概念。

18.4. The use of the software (standard software and software modules) on hard-ware other than the agreed equipment requires the written permission by Seller, except in the event where the Buyer uses the software temporarily on a replacement hardware while the agreed equipment is proved defective.

在除约定设备之外的硬件上使用软件（标准软件和软件模版）需要得到卖方的书面批准，除非是由于约定的设备已被证实出现故障时，买方在替换的硬件上临时性地使用软件。

18.5. Unless otherwise agreed the software shall be provided in machine readable form (object code) only. 除非另有约定，软件应只以可机读的形式（目标代码）提供。

19. Industrial Property Rights And Copyright 工业产权和版权

19.1. Unless otherwise agreed upon in writing between the parties, the Seller shall provide the Goods free from any infringement of third party's industrial property right or copyright, including but not limited to patents, trade secrets (hereinafter called "Intellectual Property Rights") in the country of the place of destination. In the event a third party asserts legitimate claims against the Buyer based on an infringement of an Intellectual Property Rights with respect to the Goods provided by Seller and then used in compliance with this Sales Contract, the Seller shall be liable to the Buyer within the time period provided in Section 11.2 as follows:

除非双方另有书面约定，卖方提供的货物应当在目的地国家不侵犯第三方的工业产权或版权，比如但不限于专利权、商业秘密（以下简称“知识产权”）。如果有第三方向买方提出货物（由卖方提供并且按照销售合同的规定使用）侵犯了其知识产权的合法主张，在本条件第 11.2 条规定的期限内，卖方应对买方承担如下义务：

a. The Seller shall at his own option and expenses either acquire the legal right to use the Goods, modify the Goods so as not to infringe the Intellectual Property Rights or replace the relevant Goods. If Seller fails to correct the infringement, the Buyer is entitled to terminate the Contract whereupon the Seller shall take back the relevant Good and refund Buyer the Contract Price for such Goods.

卖方应自行承担费用并自行决定是取得使用货物的权利、修改货物以使之不侵犯知识产权亦或是替换相应的货物。如果卖方未能补救上述侵权，买方应有权终止本合同且卖方应收回有关货物并返还买方这部分货物的货款。

b. Seller's aforesaid obligations shall apply only if the Buyer 1) has immediately notified the Seller in writing of the claims asserted by the third party, 2) has not acknowledged an infringement and 3) authorize the Seller to defend against and/or reach a settlement with the third party. If the Buyer stops using the Goods to reduce the damage or for other important reasons, he shall make it clear to the third party that such suspension does not constitute an acknowledgment of Intellectual Property Rights infringement.

卖方承担前述义务的前提是：1) 买方应在第三方提出主张后就立即书面通知卖方，2) 买方未曾对侵权进行任何形式的承认，3) 买方授权卖方采取抗辩和/或与第三和解。如果买方为减少损失或其他重要原因而停止使用货物，买方应向第三方澄清该暂缓使用并不意味着承认了侵犯知识产权。

19.2. Claims of the Buyer shall be excluded if he is responsible for an infringement of Intellectual Property Rights. 如果买方应对侵权知识产权的行为负责，则买方不能提出权利主张。

19.3. Claims of the Buyer shall also be excluded if the infringement of Intellectual Property Rights was caused by 1) specific demands of the Buyer, 2) use of the Goods unforeseeable by the Seller or 3) the Goods being altered by the Buyer or being used together with products not provided by the Seller. 如果知识产权的侵犯是 1) 应买方的特别要求，2) 以卖方不可预见的方式使用货物，或 3) 买方修改了货物或将货物与非卖方提供的货物一起使用而造成的，买方无权提出索赔。

19.4. Further rights and remedies of the Buyer other than those as per this Article 13 based on an infringement of third parties' Intellectual Property Rights, in particular the Buyer's right to claim damages, shall be excluded. 除了本第 13 条项下规定的权利和救济之外，买方不享有其他基于侵犯第三方知识产权的进一步权利和救济，尤其是要求赔偿损失的权利。

19.5. The Buyer may use the plans and drawings provided by the Seller only for the intended purpose. The Buyer shall not be entitled to use these plans and drawings for other purposes, especially not for the reproduction of the Goods or parts of the Goods. 买方可以按预定的目的使用卖方提供的设计和图纸。买方无权为其他目的而使用这些设计和图纸，尤其是不能出于再生产货物或其部件之目的而使用。

20. Confidentiality 保密

Any information made available to the Buyer by the Seller in connection with this Sales Contract shall be treated as confidential. Details are outlined in Attachment III, the Confidentiality and Non-Disclosure Agreement of the two parties. 买方应对任何卖方提供的与本合同有关的信息保密。具体内容见附件三，保密协议。

The obligations set forth in this Section 20 (Confidentiality) shall survive any termination of the Contract.

本第二十条中所述的 (保密) 义务在本合同终止之后继续有效。

21. Export Clauses(if applicable)出口条款 (如果适用)

Reservation Clause 保留条款

The seller's obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions]. 卖方履行本协议的前提是不存在因遵守国内、国际外贸和海关规定或任何禁运、制裁规定而产生的阻碍。

22. Termination 合同终止

22.1. Either Party may terminate this Sales Contract immediately upon the occurrence of any of the following events: (1) materially breach of contract by the other Party; or (2) bankruptcy or insolvency of the other Party. 基于以下事件的发生，任何一方可以立即终止销售合同：1) 另一方严重违反合同；或 2) 另一方破产或资不抵债。

22.2. If the Sales Contract is terminated by Seller in accordance with Section 22.1, Seller is entitled to reasonable reimbursement for any labor, material or other expenses incurred in connection with the Sales Contract. 如果卖方基于上述 22.1 条的规定终止销售合同，卖方有权要求买方赔偿卖方为履行销售合同已投入的人员费用，材料和其他开支。

23. Entire Agreement 合同完整

The Sales Contract and its attachments comprise the complete and final agreement between Buyer and Seller and supercedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Contract is binding upon Seller unless made in writing and signed by Seller's duly authorized representatives. The Sales Contract may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or warranties made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Contract shall be disregarded by Buyer and are not binding upon Seller. The Parties are entitled only to such rights and to make such claims which are expressly provided for in the Sales Contract. 本销售合同及其附件组成了买卖双方之间完整的、最后的协议，其效力超过买卖双方之间就本合同主题所作的任何谈判，建议，陈述，承诺，备忘录或协议，无论口头的或书面的。除非经卖方正式授权的代表书面承诺，否则卖方不受任何对本销售合同进行修改的协议，报价或确认的制约。本销售合同

未经买卖双方书面同意不得修改或变更。任何人，包括卖方的雇员或代理，所作的其他陈述或保证，如果与本销售合同条款不相符，买方都不应予以理会，卖方也不受其约束。本合同各方只能主张或提起本合同明确规定的权利或索赔。

24. Successors and Assigns 继承及转让

The Sales Contract binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. The Buyer may not assign any interest in, nor delegate any obligation under the Sales Contract, without Seller's prior written consent.

本销售合同对买卖双方及其继承者及经同意的受让者有约束力并为他们的利益所订立。除非卖方事先书面同意，买方不得将本合同项下的任何利益或义务转让或委派给第三人。

25. Governing Law 适用法律

The validity, construction and performance of the Sales Contract is governed by, and must be construed in accordance with, the law of the People's Republic of China. The U.N. Convention on Contracts for the International Sales of Goods does not apply to the Sales Contract. 有关本销售合同的效力，结构和履行应当适用中华人民共和国法律。联合国国际货物销售合同公约对本合同不适用。

26. Dispute Resolution 争议解决

All disputes arising out of or in connection with the Sales Contract, including any question regarding its existence, validity or termination, must be resolved through binding arbitration at the China International Economic and Trade Arbitration Commission _____² (CIETAC) by three arbitrators in accordance with the Rules of CIETAC. The seat of arbitration shall be ___Shanghai___². The Chinese civil procedural law shall apply where the Rules of CIETAC are silent. The arbitral award shall be final and binding upon both Parties hereto.

因本销售合同产生的或与其有关的任何争议，包括关于合同成立、效力和解除的任何问题，都应经中国国际经济贸易仲裁委员会_____² (CIETAC)的三名仲裁员根据 CIETAC 的规则仲裁最终解决。仲裁地点在_上海___²。仲裁规则未规定处适用当地的程序法。仲裁结果是终局性的并对双方具有约束力。

27. Severability 条款可分割性

Any provision of the Sale Contract that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any such provision of this Sales Contract is so held invalid, the Parties shall promptly renegotiate in good faith new

² The China International Economic and Trade Arbitration Commission ("CIETAC") is headquartered in Beijing with two sub-commissions situated in Shanghai and Shenzhen. Please note that both sub-commissions can accept the arbitration application locally in accordance with the rules of CIETAC. This gives contractual parties the chance to choose among CIETAC headquarter (Beijing), Shanghai sub-commission and Shenzhen sub-commission. The venue of arbitration may be decided among Beijing, Shanghai and Shenzhen according to the convenience of contractual parties and the choice between headquarter and sub-commissions.

² 中国国际经济贸易仲裁委员会("CIETAC")的总部设在北京，并在上海和深圳分别设立了两个分会。值得注意的是，根据CIETAC的规则，两个分会都可在当地接受仲裁申请。这就使得合同方有机会在CIETAC总部(北京)、上海分会和深圳分会间作出选择。合同方可根据其方便程度和在总部和分会之间的选择决定仲裁地点是北京、上海或深圳。

provisions to restore this Sales Contract as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

如果本销售合同的任何条款在任何司法管辖区被禁止或不可执行，此种条款在该辖区内被禁止和不可执行的范围内无效，但这并不影响本协议其他条款的有效性，且此种条款在任何其它司法管辖区的有效性不受此种禁止和不可执行性的影响。如果本销售合同的任何此种条款被认定无效，本协议双方须立即秉诚协商新的条款，使本协议尽可能地恢复到能够实现其原始宗旨和效果。在法律允许的条件下，双方特此放弃适用任何使本销售合同任何条款被禁止或不可执行的法律条款。

28. Notices 通知

All notices in connection with this Sales Contract shall be in writing and shall be effective upon dispatch if sent by fax, seven (7) days after the date of mailing if sent by registered mail and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of the Sales Contract or such other address as such Party may have provided by written notice.

所有与本销售合同有关的通知应为书面形式，并于如下时间生效：传真发送则即时生效；挂号信发送则在寄出七天后生效；快递投送则寄出三天后生效。任何情况下，给对方的通知应发送至销售合同首页所述的地址或一方书面通知的其它地址。

29. Day 日

Unless expressly agreed by the Parties otherwise, day or days mentioned in this Sales Contract refer to calendar day.

除非合同双方明示相反规定，本销售合同中所提及的日是指日历日。

30. Survival 终止后的适用

The terms of the Sales Contract that by their nature are reasonably intended by the parties to survive its expiration or earlier termination, including, but not limited to, Sections 11, 13, 20, 25, 26 and this Section 30 of the Terms, survive the expiration or termination of the Sales Contract.

销售合同的条款根据其性质不因合同到期或提前终止而终止的，包括但不限于本条件的第 11, 13, 20, 25, 26 和 30 条应当在销售合同到期或终止后继续有效。