

ARAYMOND GENERAL TERMS AND CONDITIONS OF SALES FOR SOLAR PRODUCTS

阿雷蒙太阳能产品一般销售条款与条件

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1 - General information**1 - 一般信息**

These General Terms and Conditions ("Terms of Sales") apply to the contractual relationship between the supplier ARAYMOND INDUSTRIAL FASTENING SYSTEM(ZHENJIANG) CO., LTD (hereinafter "Supplier") and the Customer company as identified on the Offer (as defined hereunder) (hereinafter "Customer"). Supplier and Customer are hereafter collectively referred to as the "Parties".

本一般条款与条件（以下简称“**销售条款**”）适用于供应商阿雷蒙工业紧固系统（镇江）有限公司（以下简称“**供应商**”）和要约（定义见下文）中确定的客户公司（以下简称“**客户**”）之间的合同关系。供应商和客户以下统称为“**双方**”。

These Terms of Sales apply to all Agreements (as defined hereunder).

销售条款适用于所有协议（定义见下文）。

It is expressly agreed that all references to Customer's documents on any documents, including on an Internet site, referring to another document, shall not be agreed by Supplier without its written and prior agreement. No website usage agreement or any other click through agreement on a website will have any applicability or binding effect whether or not Supplier clicks on an "ok", "I accept" or similar acknowledgment.

双方明确同意，在任何文件上（包括在互联网网站上）对任何客户文件的引用不构成双方的约定内容，除非事先明确书面同意。无论供应商是否点击“OK”、“我接受”或者类似确认选项，网站使用协议或网站上任何其他确认点击均不适用，也不具约束力。

Any derogation to these Terms of Sales shall be confirmed in writing by Supplier.

销售条款的任何变通处理均应以书面形式予以确认。

The term in "writing" means any document drawn up on any paper, electronics medium or by fax.

“书面”一词系指在任何纸张、电子介质上制定的任何文件或以传真方式发送的任何文件。

Any of the following acts by Customer shall constitute its acceptance of the Agreement in its entirety: (i) acknowledging the Offer; (ii) issuing an Order; (iii) accepting delivery of the Products; or (iv) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Products. Any additional or different terms proposed by Customer, whether in its RFQ (Request For Quotation) materials, award or nomination letters, purchase orders, material releases, scheduling agreements or otherwise, are unacceptable to and expressly rejected by Supplier, are not part of the Agreement, and shall have no effect with respect to any purchases of Products by Customer or the relationship of the Parties. Likewise, any provisions in the contracts between Customer and its customer(s) shall not be binding upon Supplier. Acceptance by Customer of the Offer and Supplier's performance under any purchase order issued by Customer is expressly limited to and conditioned upon Customer's acceptance of the terms of the Offer and these Terms of Sales exclusively. The Parties agree that, once an Agreement has been accepted by Customer, all subsequent shipments of Products, whether sold at revised pricing or other commercial conditions, shall be governed exclusively by these Terms of Sales irrespective of whether formally quoted via a new or revised quotation.

客户做出以下行为即代表完全接受**协议**：(i) 确认要约；(ii)发出一份订单；(iii)接受交付的产品；或者(iv)确定认可产品买卖合同之存在的其他行为。供应商不接受且明确拒绝客户在其RFQ（询价函）材料、中标函或提名信、计划协议或者其他文件中提出的任何附加或不同的条款，且此类条款不属于**协议**的组成部分，对客户的任何产品采购或双方之间的关系也不具任何约束力。同样，客户与其自身客户之间的任何合同条款对供应商也不具约束力。客户接受要约和供应商履行客户任何采购订单的限制条件和前提是客户必须完全接受要约和**销售条款**。双方约定，如果客户接受**协议**，则产品后续所有交付事宜（无论是以修改后的价格还是其他商业条件销售），均应完全受**销售条款**的约束，无论新的或经修改的报价中是否正式引用了**销售条款**。

2 – Definition**2 - 定义**

Agreement : has the meaning set out in article 3.

协议：具有第3条所述的含义。

Confidential Information: any information, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of Supplier to the Customer or to which Customer is exposed, including, without limitation, manufacturing methods, procedures, processes, control plans, technologies, know-how, trade secrets, formulas, ideas, inventions, drawings, specifications, product data, designs, software, business plans, marketing plans, business operation information, financial information, pricing information, strategies, customer lists, supplier lists, and any representations, compilations, analysis, and summaries of the foregoing.

保密信息：供应商向客户直接或间接披露、或者客户接触到的以任何形式传输的信息以及含有信息的任何物品（包括照片、样品、模型、原型），包括但不限于制造方法、程序、工艺、控制计划、技术、专门技术、商业秘密、公式、想法、发明、图纸、规格、产品数据、设计、软件、商业计划、营销计划、业务运营信息、财务信息、定价信息、战略、客户清单、供应商清单，以及关于上述各项的任何陈述、汇编、分析和总结。

Delivery: means the place where the Supplier will physical hand-over the Products to the Customer or its representative, as defined by the applicable Incoterm® (ICC 2020) defined in article 8.3.

交付地点：供应商将产品实际交付给客户或其代表的地点，具体定义见第8.3条所述的适用Incoterm®(ICC 2020)。

Instructions and Maintenance Manual: the installation, dismantling storage instructions and maintenance plan that Customer shall comply with.

使用说明书和维护手册：客户应遵守的安装、拆卸、存放说明和维护计划。

Guidelines for Proper Use : the conditions for proper use of Product.

正确使用指南：正确使用产品的条件。

Offer: the quotation and documents attached thereto and/or referenced therein issued by Supplier and communicated to Customer in order to sell its Products.

要约：供应商出于销售产品的目的所发布并提供给客户的报价及其附属文件以及/或者提及的文件。

Order: has the meaning set out in article 4.1.

订单：定义见第4.1条。

Product (s) : the products and, eventually the services (as an accessory) offered for sale by Supplier, as defined in its Offer.

产品：供应商提供的用于销售的产品以及最终（作为附属）服务，具体定义见要约。

Product Acceptance Test Protocol: has the meaning set out in article 5.1.

产品验收测试方案：具有第5.1条所述的含义。

Product Quality Documentation : compile notably the description of the Product(s) (performance, dimension and material reports) as well as the Guidelines for Proper Use and the Instructions and Maintenance Manual.

产品质量文件：主要编写产品描述(性能、尺寸和材料报告)以及正确使用指南和《使用说明书和维护手册》。

Specifications: the Z-Client drawing and the Product Quality Documentation.

规格书：Z-客户图纸和产品质量文件。

Tooling: means such equipment, tooling, jigs, dies, gauges, molds, fixtures, and/or patterns required for production of the Products.

工具：用于生产产品的设备、工具、夹具、压模、量具、模具、固定装置以及/或者图样。

Z-Client drawing : defining the essential features of the Products.

Z-客户图纸: 定义产品的重要特征。

3 - The Agreement's scope of application

3 - 协议的适用范围

The following documents constitute the entire Agreement between the Parties, each document prevailing over the other in the decreasing order of priority shown below:

以下文件构成双方之间的全部协议, 文件优先性按降序排列:

- (i) The present General Terms and Conditions,
- (i) 本一般条款与条件,
- (ii) The Offer accepted by any means, in particular by acknowledgement of receipt,
- (ii) 以任何方式, 特别是以订单回执或确认方式, 得到接受的要约
- (iii) 规格书及适用的《使用说明书和维护手册》、产品验收测试方案以及双方共同签署、对本一般条款与条件进行完善的书面协议。
- (iv) The delivery order,
- (iv) 交货单,
- (v) The invoice.
- (v) 发票。

These documents, taken all together constitute the contractual agreement applicable between the Parties (hereafter the "Agreement"). The Agreement contains the entire understanding of the Parties and is intended as a final expression of their agreement and a complete and exclusive statement of the terms thereof, supersedes all prior oral and written representations and agreements with respect to the matters addressed therein, and, except as otherwise provided herein, may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done in writing and explicitly states an intent to modify this Agreement and is signed by an authorized representative of Supplier.

这些文件共同构成双方之间适用的契约性协议 (以下简称“协议”)。协议为双方之间的全部理解, 属于双方意见的最终表达以及对其条款的完整且专门的阐述, 取代双方就相关内容在之前达成的所有口头与书面陈述和约定; 除非协议另有约定, 否则对其任何修正、修改或其他补充均应当由供应商授权代表签署的明确表达协议修改意向的任何书面修正、修改或补充做出方可生效。

Customer expressly acknowledges that unless expressly included in the Agreement, all descriptions, illustrations, or other information in Supplier's presentations, pamphlets, leaflet, brochures, website materials or other in promotional materials, are merely for general informational purposes, are non-binding and not to be relied upon by Customer and are not a part of the Agreement

客户明确同意, 除非列入协议, 否则供应商的介绍、宣传册、传单、手册、网站材料或促销材料中的所有描述、展示或其他信息仅起到告知作用, 不具有约束力, 客户无需予以遵守, 也不属于协议的组成部分。

4 - Method used to place orders

4 - 订货方法

The Agreement is only valid after expressed agreement of the Order by Supplier in the event that this Order will have different terms from the Offer.

若一张订单的条款与要约中的条款不相一致, 则当供应商对订单明确表示同意后协议方为有效。

The Order shall be accepted by Supplier through any written means.

应以书面形式对订单表示接受。

Any order expressly accepted by Supplier will be deemed to entail the Customer's acceptance of Supplier's Offer.

经供应商明确表示接受的任何订单, 均应被视为客户对供应商要约已做出接受。

Any request of the Customer to recover his orders via a portal or any other means shall be subject to the prior agreement of Supplier. In any event, even though Supplier would have accepted this practice, the Customer will have to make sure that Supplier recovered the aforementioned Orders. In this respect, in the absence of verification by the Customer, Supplier will not be held liable.

客户要求通过门户网站或任何其他方式恢复其订单的, 应事先征得供应商的同意。在任何情况下, 即使供应商已接受该做法, 客户仍须确保供应商重新获得上述订单。在这方面, 如果客户未进行核实, 供应商将不承担任何责任。

4.1 - Order

4.1 - 订单

The order means a purchase order or any similar document issued by Customer formalizing its firm decision to purchase the Products from Supplier, after receipt and, if needed, negotiation, on the Offer. Unless otherwise agreed in writing by Supplier, the Order shall not contain any term or condition which differs or contradicts the Offer and specifies the volume of Product Customer wants to purchase and the requested delivery date(s). Once issued, the Order is binding on the Customer (hereafter the "Order").

订单指客户在收到要约以及必要时就要约进行磋商之后发出的采购订单或任何类似文件, 用于正式确认其向供应商采购产品的决定。除非供应商另有书面约定, 否则订单的条款与条件不得与要约的条款与条件相异或相悖, 并应说明客户希望采购的产品数量以及要求的交付日期。订单一经发出即对客户产生约束力 (下文简称“订单”)。

4.2 - Amendment of the Orders

4.2 - 订单的修改

Any modification to the Agreement requested by the Customer shall be notified in writing by the Customer to Supplier who will reasonably assess and negotiate this request. However, this request for modification shall be enforceable unless Supplier has given its prior written and express acceptance through its written signature.

客户如要求对协议进行修改, 应向供应商发出书面通知, 由供应商对该要求进行评估和商定。此类修改要求必须经供应商通过书面签字做出事先书面与明确同意方可执行。

4.3 - Cancellation of Order

4.3 - 订单的取消

The Order expresses the Customer's irrevocable consent to the Agreement even it is not expressly referenced therein, in whole or in part. The Customer cannot cancel such Order without the prior and express consent of Supplier. In this case, the Customer shall indemnify Supplier for all of the costs, expenses incurred (in particular specific equipment, research's costs, labour's and supplying's expenses, tooling costs) and for all direct and indirect consequences and damages resulting thereof. In addition, the deposit already paid shall remain at Supplier as a termination indemnity.

订单反映的是客户对协议不可撤销的同意, 即使此类同意并未全部或部分体现在订单中。未经供应商事先明确同意, 客户不得取消订单。如违反本条规定取消订单, 则客户应赔偿供应商发生的所有费用 (特别是特定设备、研究费用、人工开支和供应费用、工具费用) , 并就因此产生的所有直接和间接后果进行赔偿。此外, 供应商应保留客户支付的定金, 作为终止赔偿金。

5 - The Order's preparatory and ancillary work

5 - 订单的筹备和辅助工作

5.1 Product Acceptance Test Protocol

5. 1 产品验收测试方案

As certain Products may be used differently and for a number of applications, Customer is entirely responsible for ensuring that the Product selected by it is safe and appropriate for Customer's intended use, considering all factors that could impact the Product's performance, including without limitation, the use, placement, assembly or interaction of the Product with any other product not made by Supplier, the potential weather and other environmental conditions to which the Products may be exposed, and any corrosion agents used on or near the Product or otherwise existing in the environment in which the Product is installed.

鉴于特定产品可能用于不同用途且适用于多种情况, 客户有责任确保其选择的产品安全且适合其预期用途, 并考虑可能影响产品性能的所有因素, 包括但不限于产品的使用、放置、装配、产品与并非供应商制造的任何其他产品的组装、产品可能面临的潜在天气和其他环境条件, 以及用于产品之上或附近或在产品安装之处存在的任何腐蚀剂。

In connection with the foregoing, Customer will determine what tests, if any, are necessary to ensure that the Products are safe and appropriate for Customer's intended use and have such tests carried out and the results analyzed and assessed.

鉴于此, 客户应确定哪些测试(如有)能够确保所选产品安全且适合其预期用途, 开展此类测试并分析和评估测试结果。

In the event that Customer requests that Supplier conducts the foregoing tests, studies and/or test result assessment regarding Customer's intended use of the Product, and if Supplier accepts such request, the specific details of the testing to be completed, shall be specified by Customer and set forth in a separate Product Acceptance Test Protocol. It is expressly agreed between the Parties that the Product Acceptance Test Protocol shall notably but not exclusively include and detail the test protocol and the criteria by which the Product will be determined by Customer to be safe and appropriate for Customer's intended use (hereafter the "Product Acceptance Test Protocol").

如果客户要求供应商开展上述测试和研究以及/或者针对客户的计划用途评估测试结果, 并且供应商接受该要求, 则客户应在另行提供的产品验收测试方案中告知需要完成的测试详情。双方明确同意, 产品验收测试方案中包括和详细阐述的是供客户确定产品是否安全且适合其预期用途所依据的大部分但并非全部的测试方案和标准(下文简称“产品验收测试方案”)。

In such case, the costs of all such tests shall be borne by Customer in its entirety, unless otherwise mutually agreed in the Product Acceptance Test Protocol. Customer's failure to specify any tests to be completed will be at its own risk.

此种情况下, 所有相关测试费用均由客户承担, 除非双方在产品验收测试方案中另有约定。如果客户未能告知任何测试, 则相关风险由客户自行承担。

Supplier shall have no obligation or liability in connection with the Product Acceptance Test Protocol, even if Customer later determines that any aspect of the Product Acceptance Test Protocol, including the type of testing performed, the manner of testing or the interpretation of results, is inadequate, incorrect or otherwise deficient.

即使客户之后确定产品验收测试方案的任何方面, 如测试类型、测试方法或结果分析等不充分、不正确或存在其他不足, 供应商也不承担与产品验收测试方案相关任何义务或责任。

5.2 - Handing-over of samples

5. 2 - 样品交接

The samples or prototypes transmitted to the Customer are covered by a strict confidentiality. Samples and prototypes may only be furnished to a third party with Supplier's express authorisation.

交给客户的样品或样机应严格保密。只有在得到供应商明确的书面许可的情况下方可将样品提供给第三方。

Any samples and prototypes are provided to Customer for informational purposes and should not be used for any other purpose, therefore being sold AS-IS without any warranty.

提供给客户的任何样品和样机仅供参考, 不得用于任何其他用途, 因此按原样出售的样品和样机不享受保修。

6 - Conditions of use of the Products and the Tooling

6 - 产品与工具的使用条件

6.1 - Storage

6. 1 - 存放

Prior to installation, all Products must be kept in their original, unaltered packaging, including, to the extent applicable, in bags, boxes, protective film and pallets and stored in a dry, well-ventilated covered environment so as to ensure that the Products are protected from environmental conditions, including rain, snow, or humidity, and all other conditions that could subject them to moisture.

所有产品在安装之前必须存放在原厂包装内, 应尽可能置于原始的包、盒、保护膜和托盘内, 并存放在干燥、通风良好的室内环境中, 从而保护产品免受环境因素影响, 如雨、雪或湿气, 以及可能产生潮气的所有其他因素。

All pallets or other packaging should be stored on a flat surface and must not be stacked upon one another. Failure to store the Products in accordance with the foregoing will void the warranty and remedies set forth herein in their entirety and, thus, such warranty and remedies shall be unavailable to Customer. Further storage instructions can be found in the Instructions and Maintenance Manual.

所有托盘或其他包装均应置于平整表面, 不得堆叠。如果未能根据上述说明存放产品, 可能导致销售条款所述保修和救济措施完全失效, 以至于客户无法享受保修和救济措施。详细存放说明见《使用说明书和维护手册》。

Packages not consigned shall not be taken back by Supplier. The Customer undertakes to dispose of packages in accordance with local environmental legislation.

供应商不得收回未交付的包装物。客户承诺将按照当地环境法规处理包装物。

6.2 - Traceability

6. 2 - 可追溯性

In addition to proper storage of the parts, Customer is obligated to ensure that all Products are accurately traceable through final installation such that Customer can identify precisely on which site(s) a specific Product batch number has been used. Failure to ensure traceability of the Products in accordance with the foregoing will void the warranty and remedies set forth herein in their entirety and, thus, such warranty and remedies shall be unavailable to Customer.

除妥善存放零件以外, 客户还需确保所有产品均可准确追溯到最终安装环境, 以便客户精确识别具体产品批号的使用地点。如果未能根据上述说明确保追溯性, 则销售条款所述的保修和救济措施将完全失效, 客户不再享受保修和救济措施。

6.3 - Compliance

6. 3 - 合规

Customer shall ensure that the installation, use and maintenance of the Product(s) always comply with all applicable laws and the Instruction and Maintenance Manual as well as the Guidelines for proper use.

客户应当确保产品的安装、使用和维护始终符合所有适用法律、《使用说明书和维护手册》以及正确使用指南。

6.4 - Conservation of Tooling

6. 4 - 工具的保存

Only Tooling that is separately negotiated and fully paid for by Customer in accordance with the Tooling payment terms set forth in the Offer or other otherwise under a separate written agreement shall become the property of Customer ("Customer's Tooling"). During its use at Supplier's facility, Customer's Tooling shall be maintained in accordance with Supplier's usual preventative maintenance practice. Supplier shall be under no obligation whatsoever to maintain, repair, or replace any of Customer's Tooling beyond that normal preventative maintenance required to allow for production of the estimated volume at the capacity rates and other terms set forth in the Offer. Customer shall bear the risk of ordinary wear and tear, loss or damage other than as intentionally caused by Supplier. At the request of Customer and to the extent practicable, Customer's Tooling shall be identified by appropriate markings. Prices charged for Customer's Tooling do not include transportation costs, storage beyond completion of the Agreement, or the costs of marking or packaging. Customer acknowledges that Supplier's possession of Customer's Tooling is integrally related to Supplier's performance under the Agreement. Consequently, upon termination, expiration or cancellation of the Agreement for any reason, Supplier shall have a lien on and may maintain possession of Customer's Tooling until Supplier is paid in full for all amounts due under the Agreement. Furthermore, Customer shall not have any interest in or right to purchase any property, including Tooling, owned by Supplier or any other party, even if such property is used in the production of the Products.

只有客户根据要约中的工具支付条款或另行签署的书面协议单独协商和全额付款的工具才属于客户财产（以下简称“客户工具”）。在供应商工厂使用期间，客户的工具应根据供应商通常的预防性维护惯例进行维护。供应商仅负责提供正常程度的预防维护，足以生产按产能计算的预测量以及要约的其他条款规定的产量即可，对于客户工具超出上述部分的维护、维修或更换，供应商概不负责。客户应承担并非因供应商的有意行为而造成的正常磨损、损耗、损失或损坏的风险。应供应商要求，在可行的情况下，应使用恰当标记对客户工具加以识别。客户工具价格不包括运费、**协议**完成之后的保管费、标记费或包装费。客户认可，供应商出于履行**协议**的目的，有必要占有客户工具。因此，在**协议**出于任何原因终止、到期或取消之后，供应商对客户工具享有留置权，有权占有客户工具直至客户缴清**协议**约定的全部应付款项为止。此外，对于在产品的生产过程中使用的归供应商或其他方所有的财产（包括工具等），客户不得在其中享有任何利益，也无权购买此类财产。

7 - Intellectual property and confidentiality

7 - 知识产权与保密

7.1 - Intellectual property and know-how of the documents and the products

7.1 - 文件与产品的知识产权和专有技术

All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefore, and other information or Intellectual Property whether registered or not, disclosed, handed over or otherwise provided to the Customer by the Supplier and all rights therein shall be collectively referred as "Intellectual Property" of the Supplier.

供应商向客户披露、移交或以其他方式提供的所有图纸、专有技术、设计、规格、发明、装置、开发成果、工艺、版权、商标、专利和应用以及其他信息或知识产权及其相关权利，无论是否注册，均统称为供应商的“知识产权”。

Intellectual Property, unless otherwise agreed in writing, will remain the property of Supplier and will be kept confidential by Customer in accordance with these Terms of Sales. Customer shall have no claim to, nor ownership interest in, any Intellectual Property and such other information, in whatever form and any copies thereof, shall be promptly returned to Supplier upon written request from Supplier. Customer acknowledges that no license or rights whether express or implied of any sort are granted to Customer hereunder in respect of any Intellectual Property, other than the limited right to use the Supplier's proprietary Products purchased from Supplier. Unless specifically provided for and itemized for payment as agreed to by Supplier, the sale of Products by Supplier to Customer does not include any design, development or related services associated with the Intellectual Property of the Supplier.

除非另有书面约定，否则知识产权应为供应商财产，客户应根据**销售条款**对其保密。针对任何形式的任何知识产权和其他信息以及相关副本，客户不得提出任何主张，也不享有任何权利，在供应商提出要求时应立即将其归还给供应商。客户承认，除了使用从供应商处采购的供应商的专属产品的有限权利以外，客户并未获得关于任何知识产权的任何明示或暗示许可或权利。除非供应商明确说明且列出具体付款条目，否则供应商出售给客户的产品均不包括与供应商知识产权相关的任何设计、开发成果或服务。

Mentioning, incorporating of the Customer's title block, or any other Customer's detail in the drawing shall not be construed as any assignment whatsoever to the Customer of any Intellectual Property and/or know-how rights attached the Z-Client drawing and the references shown in the Customer's title block shall not in any case represent, or be interpreted as an endorsement by Supplier.

图纸中提及和包含客户的标题栏或任何其他信息不得被诠释为将 Z-客户图纸相关的任何知识产权和/或专门技术转让给客户，客户标题栏中展示的任何信息在任何情况下均不得表示或理解为已获得供应商批准。

7.2 - Confidentiality

7.2 - 保密

Any and all Confidential Information shall be and remain owned by Supplier and shall be held by Customer in strict confidence and used solely for the purpose of doing business with Supplier. Customer shall restrict access to and limit disclosure of Supplier's Confidential Information to only those of Customer's employees, directors, officers, and advisors (collectively, "Customer Representatives") with a need to know the Confidential Information to accomplish the purpose of this Agreement, provided that such Customer Representatives have been instructed and are bound not to disclose the Confidential Information or use it for any purpose other than as permitted under this Agreement and that Customer shall at all times be fully liable to Supplier for any breach of this Agreement by such Customer Representatives. Customer shall not disclose or transfer any of Supplier's Confidential Information, either directly or indirectly, to any other person or entity without the written consent of Supplier.

所有保密信息在任何时候均归供应商所有，客户应对保密信息严格保密，且必须将其用于和供应商之间的业务往来。客户应严格限制知悉保密信息的人员，仅将保密信息披露给客户有必要得知保密信息以履行该协议的员工、董事、高管和顾问（统称“客户代表”），前提是此类客户代表已被告知且愿意遵守保密义务，不得披露保密信息，也不得将保密信息用于该协议规定以外的用途，而且如果客户代表在任何时候违反该协议，客户均应向供应商承担违约责任。未经供应商书面同意，客户不得直接或间接将供应商的保密信息披露或转让给任何他人或其他实体。

7.3 - Guarantee in the event of infringement

7.3 - 侵权行为有关保证

When design, drawing, technical information ("Data") is provided by the Customer, the Customer guarantees that such Data and their use do / will not infringe third party intellectual property rights or know-how. Customer further warrants that Supplier can use it freely without infringing a contractual or legal obligations.

如果客户提供了任何设计、图纸和技术信息（“数据”），其应保证此类数据及其使用在当前/将来不会侵犯第三方知识产权或专有技术。客户还应保证，供应商有权自由使用上述数据，不会违反任何合同或法律义务。

However, Supplier shall have no obligation to defend, indemnify or hold harmless Customer against any claims, suits, proceedings, or actions asserting that the Products, whether individually or in combination with any other component, part, assembly, or system, directly or indirectly infringe any intellectual property of any third party where the infringement results from: (a) Customer's design of the Products and/or Supplier's compliance with Customer's instructions or requirements, (b) modification of the Products other than by Supplier or its authorized agents to the extent that the infringement would have been avoided but for such modification, (c) the use of the Products except as agreed in writing between Supplier and Customer, (d) the combination of Products with components, parts, assemblies, or systems not provided by Supplier, where the combination causes the infringement and not the Products alone, or infringement attributable to a recommended or directed supplier.

但是，如果任何索赔、起诉、法律程序或诉讼宣称产品自身或者与任何其他零件、部件、装配或系统组合之后直接或间接侵犯了任何第三方的任何知识产权，且导致侵权的原因为：(a)客户的产品设计和/或供应商对客户的说明或要求的遵守，(b)供应商或其授权代理人以外的人员对产品做

出了更改,否则不会导致侵权, (c)对产品的使用并未遵守供应商与客户之间的书面约定, (d)产品与并非由供应商提供的零件、部件、装配或系统组合之后,并非产品自身而是此等组合造成侵权,或是推荐或指定的供应商造成侵权,则供应商无义务为客户提供辩护、补偿或保护客户免于承担任何损害。

At all event, Supplier will have no liability under this Article unless Customer provides Supplier with full information, cooperation, and assistance regarding, and authority to defend, a claim covered by this Article. Supplier will have no liability under this clause if and to the extent that a claim of infringement is based on (1) a Product modification made by Customer or a third party, (2) a Product modification made by Supplier at Customer's request, (3) use or interconnection by Customer of the Product in combination with other products not made or sourced by Supplier.

在任何情况下,供应商在本条规定下均无需承担任何责任,除非客户向供应商提供完全的信息、合作与帮助,并授权供应商对本条规定所述的索赔做出辩护。如果侵权索赔的原因是(1)客户或第三方产品做出更改,(2)供应商应客户要求对产品做出更改,(3)客户将产品与并非由供应商制造或采购的其他产品搭配使用或相互关联,则供应商无需承担本条规定下的任何责任。

8 - Delivery, transport, inspection and acceptance of products

8 - 产品的交付、运输、检查和验收

8.1 Leadtime and Capacity Limits

8. 1 交付周期和产能限制

Unless otherwise specified in the Offer, Customer shall: (i) provide Supplier at least twelve (12) weeks of lead time before any requested delivery date and eight (8) additional weeks of rolling forecasted volumes, which automatically become binding on the Parties once they are within four (4) weeks of the mutually agreed delivery date, and (ii) request delivery quantities that are within Supplier's capacity limitations. Customer shall be bound by and unable to change any previously ordered quantities without Supplier's written consent.

除非要约中另有规定,否则客户应: (i)给予供应商比任何交付日期至少提前十二(12)周的交付周期,并额外提供八(8)周的滚动预测量,该预测在距离双方约定的交付日期四(4)周时自动对双方产生约束力,以及(ii)在供应商的产能限制范围内提出期望交付的数量。未经供应商书面同意,客户不得更改任何先前订购的数量。

8.2 Delivery Dates

8. 2 交付日期

Delivery dates are estimated and are not guaranteed. Supplier will use reasonable efforts to meet Customer's requested delivery dates, provided Customer has complied with Supplier's applicable lead time requirements.

交付日期为预计日期,并非保证日期。供应商应采取合理措施满足客户对交付日期的期望,但是客户也应遵守供应商适用的交付周期要求。

8.3 - Delivery Terms

8. 3 - 交付条款

Unless otherwise stated on the face of the Offer, the delivery term shall be Free Carrier (FCA) Supplier's facility listed on the face of the Offer (Incoterms 2020). The risks are transferred to the Customer upon the place of delivery agreed upon the Parties without prejudice to Supplier's right to rely on the benefit of the reservation of title clause or to make use of its right of retention.

除非要约另有说明,否则交付条款应按要约规定,在供应商所在地货交承运人(FCA)(Incoterms 2020)。在双方同意的交货地点交付之后,风险转由客户承担,供应商的所有权保留条款不受影响。

In the event that the Customer has the initiative of the transport and bears the transportation costs, the Customer shall be responsible for all financial consequences for direct action of the carrier.

若客户提出运输安排并承担运输费用,则客户应就承运人的直接行为导致的所有经济后果负责。

8.4 - Inspection of the Products

8. 4 - 产品检查

Customer shall inspect the Products upon Delivery for apparent and visible damage, including but without being limited to missing quantities and damages to the exterior and visible packaging (hereafter "Apparent Defect"). In case Customer or its representative notices such an Apparent Defect upon such inspection, it shall notify Supplier in writing within a maximum delay of forty-eight (48) hours from the Delivery or of the day Customer should reasonably have known. Failure to notify such an alleged Apparent Defect in the above mentioned delay together with all information reasonably requested by Supplier will void the warranty and remedies set forth in Article 9 in their entirety and, thus, such warranty and remedies will be denied by Supplier.

产品交付之后,客户应检查产品是否存在明显可见的损害,包括但不限于数量短缺、外观受损和包装受损(下文简称“明显缺陷”)。如果客户或其代表在检查中发现此类明显缺陷,则最晚应在交付后四十八(48)小时内或在客户应该知道此类明显缺陷当天向供应商发出书面通知。如果未能在上述期限内告知明显缺陷并附上供应商合理要求的所有信息,则第9条所述的保修和救济措施将完全失效,因此,供应商将拒绝提供保修和救济措施。

9 – Warranty; Testing and Remedies

9 - 保证; 测试与救济

9.1 - Supplier's Warranty

9. 1 - 供应商的保证

Unless otherwise set forth in the Offer and subject to the conditions specified herein, Supplier warrants to Customer that, at Delivery, the Products will conform to the Specifications.

除非要约另有规定,否则在销售条款所述条件下,供应商向客户保证,交付的产品均符合相关规格书。

9.2 - Determination of Non-Conformity

9. 2 - 对不合格的认定

If Customer suspects that any Products were nonconforming with the Specifications at the time of Delivery, Customer shall provide to Supplier written notice that the Products are potentially nonconforming within ten (10) days after Customer knew or reasonably should have known that the Products were potentially nonconforming including but not limited to, through information received from Customer's direct or indirect customer. Together with such written notice, Customer shall provide to Supplier photographic evidence, if applicable, of the alleged nonconformity and all Products and system related information requested by Supplier or which Customer should otherwise reasonably know is relevant to Supplier for purposes of assessing Customer's contention and testing and analysing the Products, including, without limitation, the nature and related details of the transportation, storage, installation and use, the weather and other environmental conditions to which the Products are or have been exposed and the circumstances giving rise to Customer's contention that the Products are nonconforming.

如果客户怀疑任何交付的产品不符合规格书,则客户应在知道或者应当知道可能存在不合格情况起十(10)天内向供应商发出书面通知,说明产品可能不合格,包括但不限于从客户的直接或间接客户提供的信息。除了该书面通知,客户还应向供应商提交不合格情况的影像证据(如适用)、供应商要求的以及客户合理认为有助于供应商评估客户主张并对产品进行测试与分析的所有产品与系统相关信息,包括但不限于运输、存放、安装和使用的性质与相关详情,产品当前或之前遭遇的天气与其他环境条件,以及导致客户认为产品存在不合格的情况。

Failure by Customer to timely provide such written notice and all requested or otherwise relevant information will void the Warranty and remedies set forth herein in their entirety and thus, such Warranty and remedies shall be unavailable to Customer. If upon review of such information,

Supplier agrees that the Products are nonconforming with the Specifications at the time of Delivery, then Supplier shall provide to Customer one of the remedies specified in this article 9.

如果客户未能及时提供此类书面通知和必要的相关信息，则可能导致销售条件所述的保修和救济措施完全失效，以至于客户无法享受保修和救济措施。如果在审查此类信息之后，供应商认为产品在交付时确实不符合规格书，则供应商应向客户提供第9条所述的其中一项救济措施。

If, however, Supplier does not agree or cannot determine from the information provided by Customer whether the Products are, in fact, nonconforming with the Specifications at the date of Delivery, then, nonconformity with the Specifications at the date of Delivery will be determined by Supplier's inspection and analyses of the Products and, where relevant, the system in which the Products are installed.

但是，如果供应商基于客户提供的信息并不认为或者无法确定产品在交付时是否符合规格书，则供应商应对产品以及产品所安装的系统（如有必要）进行检查和分析以确定是否存在不合格情况。

In connection with the foregoing, to enable Supplier's inspection and analyses of the Products, promptly upon Supplier's request, Customer shall ship to Supplier all allegedly nonconforming Products (or, if impracticable, a random statistically significant sample) and, if applicable, for installed Products, ensure that Supplier is able to access, with necessary legal permission, any sites, whether owned by Customer or a third party, at which the potentially non-conforming Products and related systems or assemblies into which the Products have been installed.

鉴于此，为了使供应商完成对产品的检查和分析，应其要求，客户应将所有其宣称存在不合格的产品运至供应商（如果不可行，也可提供随机选取的具有统计意义的样品），如果是已经安装的产品，还应确保供应商能够获得法律允许进入所有存在潜在不合格产品与相关系统或装配所在的由客户或第三方所有的任何地点。

If, based on Supplier's inspection and analyses, Supplier determines that the Products are nonconforming with the Specifications at Delivery, Supplier will initiate a root cause analysis to further understand how such nonconformity arose. If the root cause analysis conclusively determines that the Products are nonconforming with the Specifications at the time of Delivery as a result of factors within the Supplier's control, as opposed to external factors, then Supplier shall provide to Customer one of the remedies specified in this article 9.

如果经检查和分析，供应商确定产品在交付当时确实不符合规格书，则供应商应启动根本原因分析，以进一步了解此类不合格情况是如何产生的。如果根本原因分析结果表明，产品在交付当时不符合规格书的原因是属于供应商控制范围内的因素而非外部因素，则供应商应向客户提供第9条所述的其中一项救济措施。

If, however, Supplier's inspection and analyses does not demonstrate that the Products are nonconforming, Customer shall not be entitled to any remedy hereunder and the investigation into Customer's contention will be permanently closed.

但是，如果供应商的检查与分析并未表明产品存在不合格情况，则客户无权获得任何救济措施，且客户的该主张将被永久关闭。

The costs of any sorting or containment measures put in place during review of information, inspection and analyses process and any related root cause analyses shall be borne by Customer unless Customer is determined to be entitled to a remedy as specified herein.

在信息审查、检查和分析过程以及任何相关根本原因分析期间采取的任何分类或遏制措施的费用应由客户承担，除非客户确定有权获得销售条件规定的救济措施。

Conformance of the Products to the applicable Specifications is an absolute defence to warranty.

产品符合适用的规格书是保修的绝对抗辩。

9.3 – Remedies

9.3 – 救济

In the event that the Products are non-conforming, as determined in accordance with this Article, Supplier's sole liability to Customer and Customer's SOLE AND EXCLUSIVE REMEDY under this warranty (whether or not the non-conforming Products have been installed in solar panel assemblies and must be the subject of a corrective action, field action, satisfaction or other service campaign or similar action) is limited to, at Supplier's choice, the following: 1) provision of a replacement Product for each non-conforming Product, or 2) credit of the purchase price for the non-conforming Products.

如果产品根据本条规定认定存在不合格情况，则供应商对客户的全部责任，以及客户根据保修政策可获得的全部与唯一救济措施为以下内容（无论不合格产品是否已经安装在太阳能面板上，必须为改正措施、现场措施、改良措施或其他服务措施或类似措施的对象），具体由供应商选择：1) 更换所有不合格产品，或2) 退还不合格产品的采购款。

The costs of any remedy provided to Customer, including the costs of any replacement Products, shall be subject to the liability cap set forth in Article 13.

为客户提供任何救济措施，包括任何产品更换成本，均应遵守第13条规定的责任上限要求。

10 - Case of hardship and force majeure

10 - 情势变更与不可抗力

10.1 - Clause of hardship

10.1 - 情势变更

The Parties recognize that the Agreement constitutes a reasonable and equitable basis of their co-operation. If the data on which this Agreement is based are modified with the result that Supplier encounters serious and unforeseeable difficulties (for example but not limited to the following, significant increases in raw material's prices ...), then Supplier, after prior written notification, will make the adjustments, which are necessary in consequence of the circumstances and which were not reasonably foreseeable at the time of the Offer, in order for the contract to be balanced.

双方认可：协议构成了双方合作的公平合理的基础。若作为协议基础的情况发生变化，导致供应商遇到严重的，不可预见的困难（如原材料价格大幅上涨等），则供应商在事先发出书面通知后，将针对该等情况作出必要的在发出要约时未合理预见到的调整，以便维护合同的平衡性。

10.2 - Force majeure

10.2 - 不可抗力

The occurrence of an event of force majeure will lead to the suspension of Supplier's obligations with regard to the Customer. However Supplier will inform the Customer as soon as possible of the occurrence of a case of force majeure. Supplier will endeavour to remedy the situation, which has thus arisen, as soon as reasonably possible. It is expressly agreed that the Parties shall meet in order to agree as to the postponement of Supplier's obligations, which are affected by the event of force majeure, and to the rescheduling of the instalment schedule. Should this event continue for a period longer than 10 calendar days, and in the absence of an agreement 15 days following notice of the occurrence of the event of force majeure, either Party may terminate the Agreement without prior notice. Pursuant to this Agreement, it is expressly agreed that events of force majeure shall be defined in accordance with the applicable law, it being understood that the following events are qualified as event of Force Majeure: strikes or other blocking labour unrest, war and any governmental decision which could result in disruption in the supply chain, paralysing bad weather, blocking road accidents or incidents, fires, shortage of raw materials, power shortages, pandemics and each of their consequence individually constitute an event of force majeure or generally, the fact, in spite of all due care taken, of not being able to make the delivery in accordance with the instalment dates as a result of a ban on, or non-receipt, of carriage authorisations by the relevant authorities for all the plants concerned by the issuance.

不可抗力事件的发生将导致供应商暂停对客户承担的有关义务。但供应商将尽快将不可抗力事件的发生告知客户。供应商将以合理的最快速度，努力对发生的该等情况进行补救。双方明确同意：双方应会面并对因受不可抗力事件影响，供应商延迟承担义务的事宜达成一致，并重新安排分期交付时间表。若不可抗力事件持续10个日历日以上，并且在就不可抗力事件的发生发出告知通知后15天内未达成一致，则任何一方均可终止协议而无须事先通知。根据协议的规定，双方明确同意：不可抗力应沿用适用法律的定义，以下情况视同不可抗力事件：罢工或其他阻碍工作的劳

工骚乱、战争以及可能造成供应链中断的任何政府决策、足以造成业务中断的恶劣天气、阻碍通行的道路交通事故或突发事件、火灾、原材料短缺、能源短缺和传染病，上述任意一项的后果均构成不可抗力事件；不可抗力事件还包括“即使已经尽到应尽的责任，仍然因为禁令或未收到有关部门对于所有与许可授予有关的工厂发放的运输许可，尽管采取所有合理注意也无法按照分期交付日期交付的情况”。

11 - Establishment of the price

11 - 价格的确定

The prices are indicated in the Offer. All prices are expressed in CNY excluding tax and are subject of value added tax at the legal rate in force of the invoice date. They are invoiced in accordance with the Offer's conditions. The price corresponds exclusively to the Products and services specified in the Offer. The payments are made in CNY unless otherwise stipulated in the Offer.

价格在要约中注明。所有价格均以人民币表示（不含税），并按发票日期的现行法定税率征收增值税。发票根据要约条件开具。价格仅与要约中注明的产品与服务相对应。除非要约另有规定，否则应以人民币付款。

The price shall be increased in accordance with any specific price increase-related provisions contained in the Offer or, if no such price increase-related provisions are stated in the Offer or otherwise mutually agreed in writing, including retroactively, to account for the full impact of raw material, component part, packaging and transportation price increases, increased labor rates, currency exchange rate fluctuations, actual volumes being less than those estimated by Customer, and all other factors that increase Supplier's cost of providing the Products to Customer, including without limitation changes in tariffs, tax, trade or national security-related laws or regulations or similar governmental actions that directly or indirectly increase the total costs of providing the Products.

价格可根据要约中价格上调相关规定进行上调，如果要约中不包含此类与价格上调相关的规定，则应由双方以书面形式另行约定，包括以追溯的方式解释原材料、零件、部件、包装和运输、劳动成本等环节的价格上调和汇率波动，实际产量低于客户预测量以及所有其他导致供应商向客户提供产品的成本上涨的因素（包括但不限于关税、税费、贸易或国家安全的相关法律或法规的变化或类似的政府行为等直接或间接推高增加产品供应总成本的因素）所造成的影响。

In addition to the price of the Products as stated in the Offer, any and all taxes that may be imposed by any taxing authority, arising from the sale, delivery, or use of the Products and for which the Supplier may be held responsible for collection or payment either on its own behalf or on behalf of the Customer, shall be paid by the Customer to Supplier upon Supplier's demand.

除要约中注明的产品价格以外，任何税收机构针对产品的销售、交付或使用所征收的所有税费，如果由供应商代表其自身或代表客户收取或缴纳，则客户应在供应商提出要求之后立即支付给供应商。

12 - Payment

12 - 付款

12.1 - Terms of payment

12.1 - 付款条件

Unless otherwise expressly agreed in a specific agreement, payments are made in accordance with the payment terms as stated in the Offer. In case the Offer would not mention any payment terms and in all other cases, invoices shall be paid within a maximum delay of thirty (30) days end of the month.

除非特定协议另有明确规定，否则应根据要约中的付款条件完成付款。如果要约中并未提及任何付款条件，则在所有其他情况下，客户最晚应在当月结束之后的三十（30）天内支付发票所示金额。

Set-off and compensation can only occur if and exclusively in the extent and under the conditions provided by applicable law.

只有在适用法律规定的范围和条件下，才能对付款项进行抵扣和抵销。

The dates of payment agreed upon in the Agreement shall never be unilaterally reconsidered by the Customer for whatever reasons, even in the event of litigation.

无论出于何种原因，即使在诉讼的情况下，客户都不得单方面重新确定协议中约定的付款日期。

The advance payments are made without discount, unless otherwise agreed in a specific agreement.

除非特定协议另有约定，否则预付款不享受任何折扣（全额支付）。

In the event Customer fails to comply with the foregoing and improperly sets off, debits or withdraws amounts due or to become due to Supplier, Supplier shall be entitled, in addition to all of its other rights hereunder or otherwise under applicable law, to withhold shipments of Products until Customer reverses such improper set off, debit and/or withholding.

如果客户未能遵守上述规定，对应付给供应商的已到期或即将到期款项进行了不恰当的抵销、借贷或预扣款等操作，则除销售条款或适用法律授予的所有其他权利之外，供应商还有权扣留尚未发货的产品，直至客户退还此类不恰当的抵销、借贷和/或预扣款。

12.2 - Delay of payment

12.2 - 延迟付款

Any delay in payments will automatically entitle Supplier to the application of interests which shall equal to, at least, three times the quoted rate of the loan market published by National Interbank funding center.

任何延迟付款的行为均应按照同期银行间同业拆借中心公布的贷款市场报价利率的三倍支付利息。

Any delay in payments within due date shall automatically entitle Supplier to withhold shipment of products, institute new terms of payment, cancel any order and not liable for direct or indirect consequences arising from such actions.

如果客户延迟付款，供应商将自动有权扣留尚未发货的产品、制定新的付款条件、取消任何订单，并且不对此类行为产生的直接或间接后果负责。

In addition, Supplier shall be entitled to obtain reasonable compensation from the Customer for any recovery costs and incurred due to the customer's late payment.

此外，供应商还有权从客户处获得因客户延迟付款而产生的任何成本回收以及损失的合理赔偿。

12.3 - Modification of Customer's situation

12.3 - 客户处境的变化

Customer is duly informed that Supplier uses credit insurance or factoring to protect its trade receivables. As a consequence, in the event of deterioration of the Customer's situation which would result in Supplier's credit insurer to limit or refuse the coverage of Customer's debt obligations, Supplier reserves the right for future Offers and Deliveries to change the payment terms as he deems relevant and necessary.

客户被正式告知，供应商通过信用保险或应收账款保理等方式保护其应收账款。因此，如果客户的财务状况恶化以至于供应商的信用保险公司限制或拒绝为客户的债务负担承保，则供应商有权在未来的要约和交付中对支付条款进行其认为相关和必要的更改。

12.4 - Reservation of title

12.4 - 所有权保留

Supplier keeps full ownership of the properties that are the subject of the Agreement until the effective payment of the entire price in principal and ancillary amounts. The non-payment of any of the due date could lead to the claim of these products. However, as of delivery, the Customer assumes liability for any damages that these properties could suffer or cause.

供应商保留作为合同标的的财产的全部所有权，直到实际支付全部本金和附加额。在到期日不支付任何款项的行为可能导致产品索赔。但自交付时起，客户对于该等财产可能遭受或引起的任何损害承担责任。

13 - Responsibility/Liability

13 - 责任

13.1 - Definition of Supplier's liability

13.1 - 供应商的责任定义

Supplier's liability is limited to the conformity of the Products with the Specifications at Delivery, as defined in Article 9.1.

供应商的责任仅限于遵守产品在交付时的规格书, 具体如第 9.1 条所述。

As a consequence and to the largest extent permitted by applicable law, Supplier excludes any and all other warranty (whether express or implied) and liability whatsoever, including but not limited to the following : (i) merchantability and fitness for a particular purpose; (ii) Product design defects if the Products are not designed entirely by Supplier; (iii) the selection of the Products for use by Customer; (iv) defects or damage caused by unauthorized or improper installation, alteration, repair, maintenance (including failure to provide appropriate maintenance), storage, or handling of the Products by Customer or any third party; (v) Products considered by Supplier to be samples, prototype, development or pre-production, as all such Products are provided "AS IS" basis for informational purposes only; (vi) any component, system, or assembly not manufactured or sold by Supplier and/or the integration, incorporation, interaction, connection, placement, or use of the Products in or with any such component, system, or assembly, (vii) Products that have been subject to damage attributable to or caused by: (a) misuse, abuse, or vandalism or any transit related damage; (b) acts of God or any other circumstances or actions that are beyond Supplier's reasonable control; or (c) normal wear and tear.

因此, 在适用法律允许的最大范围内, 供应商不做任何其他 (明示或暗示的) 保证, 也无需承担相关责任, 包括但不限于: (i) 针对特定用途的适销性和适合性; (ii) 并非完全由供应商设计的产品存在的产品设计缺陷; (iii) 针对客户用途对产品做出的选择; (iv) 客户或第三方对产品进行的无授权或不恰当的安装、更改、维修、维护 (包括未能提供妥善维护)、存放或搬运所造成的缺陷或损坏; (v) 供应商认为属于样品、样机、开发成果或试制品, 所有此类产品均按“原样”提供, 仅供参考; (vi) 并非由供应商制造或出售的任何零件、系统或装配以及/或者产品与任何此类零件、系统或组件中的集成、合并、交互、连接、放置或使用, (vii) 因以下原因受损的产品: (a) 因误用、滥用、故意损坏或任何运输而造成的损坏; (b) 天灾或超出供应商合理控制能力的任何其他情况或行为; 或者 (c) 正常的损耗和磨损。

For sake of clarity, If the Customer refuses to participate in a product recall, whether initiated internally or imposed by authorities, it will indemnify and hold Supplier harmless against any expense, claim or legal action resulting from any delay or failure to conduct the recall.

为避免产生歧义, 如果客户拒绝参与内部或政府机构要求的产品召回, 客户应向供应商提供赔偿, 并保护其免于承担因为延迟或未能召回而导致的任何费用、索赔或法律诉讼。

13.2 - Limitation of Supplier's liability

13.2 - 供应商的责任限制

Supplier shall not be required to compensate harmful consequences due to the faults of the Customer or of third parties in connection with the implementation of the Agreement.

关于客户或第三方与该协议执行相关的失误造成的不良后果, 供应商无需承担任何赔偿责任。

Supplier shall not be liable for damages resulting from the Customer's use of technical documents, information or data from the Customer or imposed by the latter.

关于客户使用客户自身拥有或获得的技术文件、信息或数据所造成的损害, 供应商不承担任何责任。

If penalties and compensations planned were agreed by mutual agreement, these penalties and compensations have the value of fixed compensation, are in full discharge and are exclusive of any other sanction or compensation.

如果双方约定了任何罚款和赔款, 则此类罚款和赔款应该相当于固定赔款的价值, 双方不承担任何其他处罚或赔款。

Supplier's liability, all causes taken together except for personal injuries and for gross misconduct liability, shall not exceed, in the case of nonconforming Products, the total purchase price of the nonconforming Products at issue, and, in all other cases, 10% of the total purchase price paid or to be paid by the Customer for the Products under the Agreement. Notwithstanding anything contained herein to the contrary, Supplier shall not, under any circumstances, be liable to Customer for any indirect, incidental, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits, loss of revenue, loss of use of the Products or equipment, cost of capital, cost of any site commissioning, delay, interruption and/or failure or any damages claimed by Customer's direct or indirect Customer.

对于不合格产品, 供应商的责任 (除人身伤害和严重不端行为责任外的所有原因) 不得超过所涉不合格产品的总采购价格, 在所有其他情况下, 不得超过客户对协议下的产品已经或将要支付的总采购价的 10%。无论销售条款是否存在相反规定, 在任何情况下, 供应商均不对客户的任何间接性、附带性、特殊性、惩罚性、处罚性或后果性的损害负责, 包括但不限于利润损失、收入损失、产品或设备的使用损失、资金成本、任何场地租赁成本、中断和/或故障, 或客户的直接或间接客户主张的任何损害。

The Customer guarantees waiver of remedy by its insurers or third parties in a contractual relationship with it, against Supplier or its insurers that is above and beyond the aforementioned limits and exclusions.

客户其保险公司或与之有合同关系的第三方放弃针对供应商或其保险公司的, 超出上述限制和除外条款的救济主张。

14 - Supplier's right to terminate for breach

14 - 供应商因违约而终止合同的权利

Supplier reserves the right to terminate all or any part of the order, without any liability of Supplier to Customer or any other third party if Customer repudiates, breaches, or threatens to breach any of the terms.

供应商有权在客户拒不履行、违反或可能违反销售条款时终止全部或部分订单, 无需对客户或任何其他第三方承担任何责任。

15 - Amicable resolution of disputes

15 - 友好解决争议

All disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with contractual relationship or for the breach thereof, shall be settled amicably through negotiations in good faith.

双方之间因合同关系或违约而产生或者与之相关或关联的所有争议、争论或分歧均应通过友好协商予以解决。

16 - Applicable law - Attribution of jurisdiction

16 - 适用法律 - 管辖权

In the absence of amicable agreement thirty (30) days after the first claim of one of the Party, it is expressly agreed that any dispute relating to the Agreement, including notably its conclusion, its term or its interpretation shall be subjected to the Chinese law and shall be of the exclusive competence of the People's Court where Supplier is located.

如果在任何一方提出主张之后的三十 (30) 天内, 双方未能达成友好协议, 关于协议 (尤其是关于协议的签署、条款或解释) 的任何争议, 均应根据中国法律提交供应商所在地的人民法院裁决。

17 - Miscellaneous

17 - 其他

In the event that any clause of these Terms and Conditions or other elements of the Agreement should be or become invalid, this shall not affect the validity of the remaining clauses.

即使**销售条款**的任何一项或**协议**的任何部分无效或失效, 其余条款的法律效力也不受影响。

No purported waiver of any provision of the Agreement shall be effective unless Supplier's intent to waive such provision is explicitly stated in writing. The failure of Supplier to require performance under any provision of this Agreement shall in no way affect Supplier's right to require full performance at any subsequent time, nor shall the waiver by Supplier of a breach of any of the terms and conditions of this Agreement constitute a waiver of any other breach of the same or any other term. This Terms of sales is drafted both English and Chinese. In the event of any dispute, the Chinese version is legally binding.

对**协议**中任何条款的弃权必须由供应商以书面形式明确声明方可生效。供应商不要求履行**协议**下的任何条款不会以任何方式影响供应商将来要求履行全部条款的权利, 供应商放弃追究对**协议**任何条款与条件的违约不代表放弃追究对同一条款或任何其他条款的违约。**销售条款**使用中英文双语起草。如有任何法律争议, 中文本具有约束力。