特瑞堡密封系统（中国）有限公司
Trelleborg Sealing Solutions (China) Co., Ltd

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

本销售和交付通用条件适用于特瑞堡密封系统（中国）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 Solutions (China) Co., Ltd. (hereinafter "Trelleborg Sealing Solutions").

本一般条件旨在简要说明除中华人民共和国（“中国”）适用法律的要求外，其它适用于特瑞堡密封系统商品（以下简称为“商品”）销售的条件。

The intention is briefly to inform about the conditions that Trelleborg Sealing Solutions 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. 本一般条件的基本原则
The Basic Principle of these General Conditions

1.1

作为基本原则，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，特瑞堡密封系统只主张本一般条件中规定的或针对个别采购另行书面约定的例外条款。因此，除非特瑞堡密封系统以书面形式确认，否则不接受买方在发出订单确认函之前或之后所提出的任何特别采购条款。

As a basic principle all sales of Goods from Trelleborg Sealing Solutions are governed by the PRC law. Based on this, Trelleborg Sealing Solutions 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, Trelleborg Sealing Solutions does not accept any special terms of purchase specified by the buyer before or after the issuing of the order confirmation, unless Trelleborg Sealing Solutions has con-firmed them in writing.

1.2

在特瑞堡密封系统收到买方的接受通知并发出订单确认函之前，特瑞堡密封系统的所有报价均不具有法律约束力。特瑞堡密封系统的报价在自报价之日起的30天内有效。订单确认函和本一般条件构成买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 Trelleborg Sealing Solutions will not be binding till Trelleborg Sealing Solutions has received the buyer’s acceptance and issued an order confirmation. Trelleborg Sealing Solutions' quotations are valid for 30 days from the date of quotation. The order confirmation and these General Conditions constitute the agreement concerning the sale of Goods between the buyer and Trelleborg Sealing Solutions 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一般条件中规定的责任界限。如买方希望在本一般条件之外另行约定其他条款，可另行协商特别安排，特瑞堡密封系统可以提交修正后的报价。

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

2. 采购价格
Purchase Price

2.1

Trelleborg Confidential Information 特瑞堡机密信息

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、关税及中国政府部门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, Trelleborg Sealing Solutions' standard price in force at the time of the delivery of the Goods shall apply to the sale of Goods. Trelleborg Sealing Solutions 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

对于国际销售，若双方已对交易的交付条款和/或交付条件达成一致约定，应按照销售合同成立当时生效的《国际贸易术语解释通则》对其进行解释。如未另行约定特殊条款，交付方式应视为《2020年国际贸易术语解释通则》下规定的卖方工厂交货。特瑞堡密封系统应负责安排商品的运输并选择运输方式，相关运输费用和风险均由买方承担。

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 EXW (Ex Works) under INCOTERMS 2020. Trelleborg Sealing Solutions shall ship the Goods and choose the transport method. Shipment shall be for the buyer’s account and risk.

3.2

对于国内销售，除另行约定外，交付方式应为EXW。但，买方要求时，特瑞堡密封系统也可负责安排商品的运输，费用和风险由买方承担。

For domestic sales, unless otherwise agreed, the delivery terms shall be EXW. But Trelleborg Sealing Solutions 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仔细检查。接收商品后，对于检查时已发现或应发现的商品瑕疵缺陷，买方应立即（不迟于收货后八天）告知并予以描述。买方不得对在该等检查过程中本能够但未能发现的任何商品瑕疵缺陷提出索赔。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 care-fully 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。
Trelleborg Sealing Solutions reserve the right to supply goods with a quantity deviation of ±3%.

6. 付款
Payment

6.1

特瑞堡机密信息
Trelleborg Confidential Information

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%收取违约金。

Trelleborg Sealing Solutions' 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, Trelleborg Sealing Solutions 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前提下，商品的所有权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 Trelleborg Sealing Solutions 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接受的误差范围内，商品与订单确认函内描述的规格相一致，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。

Trelleborg Sealing Solutions 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. Trelleborg Sealing Solutions 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 Trelleborg Sealing Solutions.

9. 顾问的责任
Consultant's liability

9.1

特瑞堡密封系统就商品的特殊目的的用途所提供的建议仅供参考，且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害或损失负责。

Trelleborg Sealing Solutions' 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 Trelleborg Sealing Solutions, Trelleborg Sealing Solutions cannot be held liable for the buyer's concrete use of the Goods. Trelleborg Sealing Solutions can further not be held liable for any damage or loss due to wrongful and unusual use of Goods.

10. 瑕疵缺陷和延迟责任
Liability for defects and delays

10.1

特瑞堡密封系统将尽最大努力为所有客户按时提供不存在任何瑕疵缺陷的商品。如在特殊情况下确实无法做到，特瑞堡密封系统承担下述责任：最高不超过相应的商品采购价格的25%；如分批交货，则不超过每批交货商品采购价格的25%。对于因特瑞堡密封系统的商品瑕疵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，但前提是该瑕疵缺陷或延误是由特瑞堡密封系统的过失而造成的。

Trelleborg Sealing Solutions does the outmost in order to deliver the Goods free of defects in due time to all customers. If Trelleborg Sealing Solutions exceptionally does not succeed in doing so, Trelleborg Sealing Solutions 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. Trelleborg Sealing Solutions shall indemnify the buyer for the direct losses suffered due to Trelleborg Sealing Solutions' delivery of defect or delayed Goods, provided that the defect or the delay by negligence on the part of Trelleborg Sealing Solutions.

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结果性损失，无论该等损失是否可归因于特瑞堡密封系统。

特瑞堡机密信息
Trelleborg Confidential Information

Trelleborg Sealing Solutions 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 Trelleborg Sealing Solutions 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之日起12个月终止。
Unless otherwise provided by law, Trelleborg Sealing Solutions' 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、不当处理或第三方的过失而造成的任何瑕疵缺陷或延误不承担责任。
Trelleborg Sealing Solutions 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因其交付的缺陷产品造成的损失承担责任。

Trelleborg Sealing Solutions shall be liable for damages caused for defective products delivered by Trelleborg Sealing Solutions 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。

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

11.3

但是，对于因上述情形而产生的责任，该等责任应不包括经营损失、时间损失和其它间接损失。除非另行书面约定，否则因同一批次交付引起的单次事故或系列事故而导致的财产损失责任，不得超过该批次交付的商品价值。

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责任范围，买方应就超出的责任对特瑞堡密封系统进行豁免。

If a third party files a claim against the buyer for liability according to the Product Quality Law, the buyer shall immediately notify Trelleborg Sealing Solutions hereof. The buyer shall discharge Trelleborg Sealing Solutions if liability in excess of the above-mentioned limitation of liability is imposed on Trellborg 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均有义务接受在受理该索赔诉讼的法院被起诉。如本一般条件中第13条的规定，中国法律应适用于特瑞堡密封系统和买方。

Trelleborg Sealing Solutions 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 Trelleborg Sealing Solutions. As stated in clause 13 of this General Conditions PRC law shall apply to the relationship between Trelleborg Sealing Solutions and the buyer.

12. 不可抗力
Force Majeure

12.1

特瑞堡机密信息
Trelleborg Confidential Information

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超出其控制的事件（不可抗力）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协议下的义务的范围和期间内。若出现下述情形，导致双方无法履行协议或超出可履行合理范围的，应视为不可抗力：
劳资纠纷和其它超出双方控制范围的情形，例如疫情、火灾、战争、动员或同等范围的军事征募、政府征用、扣押、法规变化、外汇管制、暴动和骚动、交通受阻、物资匮乏、电力限制和因本条中描述的情形而导致的分包商交付缺陷或延迟。

Neither the buyer nor Trelleborg Sealing Solutions can influence circumstances beyond their control Consequently, neither Trelleborg Sealing Solutions 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 epidemic， 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. 出口管制
Export control
买方同意并承诺:
The buyer agrees and undertakes that:

13.1

不会将商品用于任何涉及化学武器、生物武器、核武器、能够运载这些武器的导弹、核爆炸活动的用途，亦不得以任何方式导致特瑞堡密封系统违反针对伊朗或其他任何目的地实施的金融或贸易制裁;

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 Trelleborg Sealing Solutions to be in breach of financial or trade sanctions imposed against Iran or any other destination;

13.2

不会将商品出口、再出口、转售、供应或转移至任何受到联合国、欧盟或美国贸易禁运的目的地或对象，或已知或怀疑商品可能会被用于上述第13.1条所述目的的任何目的地或对象;

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 lit. a.) above;

13.3

本一般条件/协议相关的商品如被再出口至俄罗斯或在俄罗斯内被使用，均应被视为实质性违约，买方/客户不得将任何此类商品再出口至俄罗斯或在俄罗斯内使用;

Any re-export of the product(s) to which this Contract/Agreement relates to Russia or for use in Russia shall be considered to be a material breach and Purchaser/Buyer/Customer shall not re-export any such product(s) to Russia or for use in Russia;

13.4
遵守所有适用的出口和制裁法律;
It will comply with all applicable export and sanctions laws;

13.5
应在与其客户贸易时签署同样的条款；和
It will include the same terms in its dealings with its customers; and

13.6

同意全额赔偿特瑞堡密封系统因任何违反本条而产生的或使特瑞堡密封系统面临的所有成本、开支、责任、损失、损害、索赔、诉讼(包括但不限于律师费、诉讼费等法律费用)，无论该等违反行为是直接或间接发生的，也无论特瑞堡密封系统是否知晓。

特瑞堡机密信息
Trelleborg Confidential Information

It agrees to fully indemnify Trelleborg Sealing Solutions for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against Trelleborg Sealing Solutions 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 Trelleborg Sealing Solutions.

14. 适用法律
Governing Law

14.1
因特瑞堡密封系统供货而产生的或与其相关的任何争议应根据中国法律解决。
Any dispute that arises out of or in connection with any deliveries from Trelleborg Sealing Solutions shall be settled according to PRC Law.

15. 争议解决
Dispute Resolution

15.1

因特瑞堡密封系统供货而引起的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，则应提交中国国际经济和贸易仲裁委员会上海分会依照其届时有效的仲裁规则进行仲裁。仲裁语言为英语。

Any dispute arising out of or in connection with Trelleborg Sealing Solutions' deliveries, which cannot be settled between Trelleborg Sealing Solution 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 Shanghai Sub-Commission in accordance with its then effective arbitration rules. The arbitration shall be conducted in the English language.

16. 语言
Language

16.1
本一般条件由中英双语书就，如中文和英文之间存在矛盾或不一致之处的，英文优先适用。

These General Conditions is written in English and Chinese. In the event of any conflict or inconsistency between the English and Chinese versions, the English version shall prevail.

特瑞堡机密信息
Trelleborg Confidential Information