特瑞堡密封系统香港有限公司
Trelleborg Sealing Solutions Hong Kong Ltd

銷售和交付的通用條款與條件
General Terms & Conditions of Sale and Delivery

該銷售和交付通用條件適用於特瑞堡密封系統香港有限公司（以下簡稱為“特瑞堡密封系統”）的所有銷售業務。
These General Conditions of Sale and Delivery apply to all sales from Trelleborg Sealing Solutions Hong Kong (hereinafter "Trelleborg Sealing Solutions").

該一般條件旨在告知除香港特別行政區適用法律要求的條款和條件外，其它適用於特瑞堡密封系統商品銷售（以下簡稱為“商品”）活動的條件。
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 laws of the Hong Kong Special Administrative Region ("HKSAR").

1. 一般條件的基本原則
The Basic Principle of these General Conditions

1.1 特瑞堡密封系統的所有商品銷售均受香港特別行政區法律管轄。基於此，特瑞堡密封系統只要求本一般條件中規定或在個別採購合同中另行書面約定的商品銷售免責條款。因此，除非特瑞堡密封系統以書面形式共同確認，否則應視為不接受買方在確認訂單之前或之後所規定的任何特別條款。
As a basic principle all sales of Goods from Trelleborg Sealing Solutions are governed by the HKSAR laws. 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 confirmed them in writing.

1.2 在特瑞堡密封系統收到買方的接受通知並確認訂單之前，特瑞堡密封系統的所有報價均不受法律約束。特瑞堡密封系統的報價在自報價之日起的30天內有效。訂單確認函和該一般條件構成賣方和特瑞堡密封系統（賣方）之間就相關商品銷售的協議。
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 特瑞堡密封系統的所有報價均基於本一般條件，反映了特瑞堡密封系統在本合同中規定的責任界限。如買方希望在本一般條件之外另行約定其他條款，雙方可另行約定，特瑞堡密封系統可以提交修正後的報價。
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 contract terms other than those set out these General Conditions, special arrangements can be made and Trelleborg Sealing Solutions can submit a revised quotation.

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2. 採購價格
Purchase Price

2.1 訂單確認函中規定了商品的採購價格，該價格並不包括適用的稅費及關稅，買方須承擔買方當地適用的稅率，稅費或相關費用 。如訂單確認函中未規定採購價格，應以特瑞堡密封系統在商品交付時有效的標準價格為準。但是，如由於原材料價格、電費標準或稅費上調等超出特瑞堡密封系統控制範圍的原因而導致相關商品的生產成本增加，特瑞堡密封系統將有權調整採購價格。
The purchase price of the Goods is stated in the order confirmation is exclusive of applicable taxes and duties, which Buyer shall pay at the rates prescribed by applicable law. 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 manufacture of 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 對於海外銷售, 在對交易的交付條款和/或交付條件達成一致後，應按照達成銷售當時適用的國際貿易術語對其進行解釋。如未另行特定約定，交付方式應視為《2010年國際貿易術語解釋通則》下規定的 EXW HONG KONG WAREHOUSE 香港貨倉庫出廠價 。特瑞堡密封系統應負責商品的運輸並選擇運輸方式。買方應對運輸費用和風險負責。但，買方要求時特瑞堡密封系統也可負責商品的運輸，費用和風險由買方承擔。
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 HONG KONG WAREHOUSE under ***INCOTERMS 2010***. Trelleborg Sealing Solutions shall ship the Goods and choose the transport method. Shipment shall be for the buyer's account and risk. But Trelleborg Sealing Solutions can ship the Goods to the

buyer upon the buyer's request and at its account and risk.

3.2 對於香港本地銷售， 除另行約定外，交付方式應爲香港貨倉交貨。銷售金額滿港幣伍仟元或以上 (以單次送貨之銷售金額計， 或跟據特瑞堡密封系統當時生效之政策及有關銷售金額門檻) ， 特瑞堡密封系統提供香港本地送貨 (適用範圍只限香港島， 九龍及新界， 但不包括離島，偏遠地區或禁區等。如買方要求的特別加急，或特殊貨運所產生的額外費用及有關風險， 須由買方承擔 。) 銷售金額未達免運門檻，買方要求時，特瑞堡密封系統也可負責商品的運輸，費用和風險由買方承擔。
For Hong Kong domestic sales, unless otherwise agreed, the delivery terms shall be EXW Hong Kong Warehouse. Free local delivery for total invoice(s) value per delivery on or above HK$5,000 within Hong Kong (only includes Hong Kong Island, Kowloon and New Territories and excludes outer islands, remote or restricted areas, or subject to Trelleborg Sealing Solutions's prevailing Company policy at time of sales and delivery. Buyer has to bear any risks and additional costs or other related charges if any special or urgent delivery request.) If free delivery terms & conditions are not met, Trelleborg Sealing Solutions can ship the Goods to the buyer upon the buyer's request and at its account and risk.

4. 買方的檢查和投訴義務
The buyer's obligation to examine and to complain

4.1 在接收商品時，買方有義務對商品進行全面檢查。接收商品後，買方應立即（不遲於收貨後八天）告知並描述已交貨商品所存在的缺陷，該缺陷是買方已經或應該已經發現的。買方不得對在該等檢查過程中本能夠但未能發現的任何產品缺陷提出索賠。所有投訴應在交付之後的3個月內提出。
The buyer is obliged to examine the Goods carefully upon receipt. The buyer shall immediately and not later than eight days from receipt of the Goods notify and describe such defects on the Goods delivered as the buyer has or ought to have found. The buyer cannot claim any defect that could have been found at such an examination. Complaints shall always be made within 3 months from delivery.

5. 數量
Quantity

5.1 特瑞堡密封系統保留在供貨數量方面允許有±3%偏差的權利。
Trelleborg Sealing Solutions reserve the right to supply goods with a quantity deviation of ±3%.

6. 付款
Payment

6.1 特瑞堡密封系統接受的付款方式為銀行匯款或支票，發票上另行規定的除外。如支付延遲，即遲於發票日期後8天支付的，特瑞堡密封系統將按每天0.5%收取利息。
Trelleborg Sealing Solutions' payment terms are bank transfer or cheques, 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. 所有權保留
Reservation of Title

7.1 在香港特別行政區法律允許所有權保留的範圍內，商品在貨款全額支付之前歸特瑞堡密封系統所有。
In so far as reservation of the title is legal according to the HKSAR laws, the Goods shall remain the property of Trelleborg Sealing Solutions until payment of the Goods has been made in full.

8. 規格一致性
Conformity with specifications

8.1 特瑞堡密封系統保證，在商業上正常和普遍承認的誤差範圍內，商品與訂單確認函內描述的技術參數相一致，特瑞堡密封系統不保證商品對特殊目的的適用性，除非買方在訂單特別註明且特瑞堡密封系統在訂單確認函中也明確確認。
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. 顧問的責任
Consultant's liability

9.1 特瑞堡密封系統就商品的特殊用途所提供的信息僅供參考，由於買方對商品的使用不在特瑞堡密封系統的控制範圍內，特瑞堡密封系統不對買方就商品的具體使用承擔任何責任。特瑞堡密封系統也不對因商品的錯誤或非正常使用而引起的任何損壞或損失負責。
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

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not be held liable for any damage or loss due to wrongful and unusual use of Goods.

10. 缺陷和延遲責任 Liability for defects and delays

10.1 特瑞堡密封系統將盡最大努力為所有客戶按時提供不存在任何缺陷的商品。但在少數情況下確實無法做到，特瑞堡密封系統將承擔下述責任： 最高至相應的商品採購價格的25%以內或分批交貨時，每批交貨商品採購價格25%以內。 對於因特瑞堡密封系統的產品缺陷或交付延遲而對買方造成的直接損失，特瑞堡密封系統將予以賠償，但前提是該缺陷或延誤由特瑞堡密封系統的過失而造成。
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 特瑞堡密封系統對任何間接損失不承擔責任，包括但不限於生產損失、利潤損失、市場擾亂導致的損失或其它間接損失，無論該等損失是否可歸因於特瑞堡密封系統。
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 除法律另行規定外，特瑞堡密封系統的責任自交付日期後的12個月內終止。
Unless otherwise provided by law, Trelleborg Sealing Solutions' liability ends within 12 months after the date of delivery.

10.4 特瑞堡密封系統對由商品的運輸、儲存、不當搬運或第三方的過失而造成的任何缺陷或延誤不承擔責任。
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. 產品責任 Product Liability

11.1 特瑞堡密封系統應按照香港特別行政區法律對因其交付的不合格產品造成的損失承擔責任。
Trelleborg Sealing Solutions shall be liable for damages caused for defective products delivered by Trelleborg Sealing Solutions in accordance with the laws of the HKSAR.

11.2 特瑞堡密封系統對因商品使用錯誤或不當而造成的任何損失不承擔責任。同樣，特瑞堡密封系統對任何不動產或有形資產的任何損壞不承擔責任，除非特瑞堡密封系統存在重大過失行爲。
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，對于因上述情形而產生的責任，該等責任應不包括營業損失、時間損失和其它間接損失。除非另行書面約定，對于財產損失的責任不應超過單次事故或同次交付引起的系列事故損失的賣方交付的貨物價值。
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 如第三方對買方提出索賠，買方應立即就該等事宜通知特瑞堡密封系統。如超出了上述規定的特瑞堡密封系統應承擔責任範圍，買方應免除特瑞堡密封系統的責任。
If a third party files a claim against the buyer for liability, 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 Trelleborg Sealing Solutions.

11.5 如第三方對因特瑞堡密封系統交付的產品而造成的損失提出索賠，特瑞堡密封系統和買方應共同作爲被起訴對象出庭解決。如本一般條件中第13條的規定，香港法律應適用於特瑞堡密封系統和買方。
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, the laws of the HKSAR shall apply to the relationship between Trelleborg Sealing Solutions and the buyer.

12. 不可抗力 Force Majeure

12.1 買方或特瑞堡密封系統均無力影響超出其控制範圍的情形，因此，任何一方均無需對因不可抗力事件而無法履行協議的行爲承擔責任，但僅限于該等不可抗力事件導致雙方無法履行本協議下的義務的範圍內。下述情形應視爲導致雙方

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無法履行本協議或超出可履行合理範圍的不可抗力： 勞資糾紛和其它超出雙方控制範圍的情形，例如火災、戰爭、動員或同等範圍的軍事征募、征用、扣押、法規變化、貨幣限制、暴動和騷動、交通受阻、物資匱乏、電力限制和因本段中描述的情形而導致的分包商交付缺陷或延遲。
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 fire, war, mobilization or military call up of a comparable scope, requisition, seizure, changes in statutory regulations, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors due to any circumstance as referred to in this paragraph.

13. 出口控制
Export control

买方同意并承诺:
The buyer agrees and undertakes that:

13.1 不会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 Contrct/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。
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. 適用法律
Governing Law

14.1 因特瑞堡密封系統的交付產品而產生或與其相關的任何爭議應通過香港特別行政區法律解決。
Any dispute that arises out of or in connection with any deliveries from Trelleborg Sealing Solutions shall be settled according to HKSAR Laws.

15. 爭議解決
Dispute Resolution

15.1 因特瑞堡密封系統交付的產品而引起或與之相關的任何爭議，在提出爭議的一方書面通知另一方之後的三十（30）日內，如特瑞堡密封系統和買方無法通過友好協商的方式解決，則應依照當時適用的仲裁規則提交位于香港的香港國際仲裁中心仲裁。仲裁語言爲英語。
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 Hong Kong International Arbitration Centre in Hong Kong in accordance with its then effective arbitration rules. The arbitration

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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.

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